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# **Terms and Conditions for Outage Planning Agent**

## **(T&C OPA)**

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*pursuant to article 46, 49 and 52 of Commission Regulation (EU) 2017/1485 of 2 Augustus 2017 establishing a guideline on electricity transmission system operation and article 126 of the Code of Conduct, approved by CREG by decision (B) 2409 of October 20, 2022*

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

**Whereas**

- (1) Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation (hereafter referred to as "SOGL") entered into force on 14 September 2017.
- (2) 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.
- (3) Elia Transmission Belgium S.A./N.V. (as from 1/1/2020, before Elia System Operator S.A./N.V.) (hereafter referred to as "ELIA") is responsible for the operation of the Belgian transmission system, for which it holds a right of ownership or at least a right of use. ELIA has been designated as Transmission System Operator (TSO), pursuant to the Act of 29 April 1999 on the organization of the electricity market, and ensures the safety, reliability and efficiency of the Belgian transmission system.
- (4) These Terms and Conditions for Outage Planning Agent (hereafter referred to as "T&C OPA") are a proposal developed by ELIA pursuant to article 46, 49 and 52 of the SOGL and article 125 until article 127 and article 243 of the Code of Conduct.
- (5) These T&C OPA take into account the general principles, goals and other methodologies set in SOGL by:
  - (a) applying the principle of proportionality and non-discrimination pursuant to article 4(2)(a) of the SOGL;
  - (b) ensuring transparency pursuant to article 4(2)(b) of the SOGL;
  - (c) applying the principle of optimization between the highest overall efficiency and lowest total costs for all parties involved pursuant to article 4(2)(c) of the SOGL;
  - (d) ensuring TSOs make use of market-based mechanisms as far as possible, to ensure network security and stability pursuant to article 4(2)(d) of the SOGL;
  - (e) respecting the responsibility assigned to the relevant TSO in order to ensure system security, including as required by national legislation pursuant to article 4(2)(e) of the SOGL;
  - (f) consulting with relevant DSOs and take account of potential impacts on their system pursuant to article 4(2)(f) of the SOGL; and
  - (g) taking into consideration agreed European standards and technical specifications pursuant to article 4(2)(g) of the SOGL.
- (6) These T&C OPA take into account the general principles and goals of the All TSOs proposal for the Key Organisational Requirements, Roles and Responsibilities (hereafter referred to as "KORRR") relating to information exchange in accordance with article 40(6) of the SOGL. The KORRR addresses in particular the key roles, requirements and responsibilities of the TSOs, the distribution system operators (hereinafter referred to as "DSOs"), the closed distribution system operators

- (hereinafter referred to as “CDSOs”) and the significant grid users (hereinafter referred to as “SGUs”) in relation to the information exchange necessary to ensure that observability.
- (7) ELIA has handled in accordance with article 40(5) of SOGL and article 3 (3) and article 16 of the KORRR and has set in coordination with DSOs and SGUs the applicability and scope of information exchange of these T&C OPA.
- (8) Pursuant to article 126 2° of the Code Of Conduct, the appointment of the OPA in these T&C OPA shall by default respect the principles described in Whereas (9). However, the Grid User of the Technical Facility can deviate from this default appointment following the conditions described in the OPA Contract.
- (9) Pursuant to article 104 and article 243 of the Code of Conduct the roles and responsibilities of the OPA for these T&C OPA shall by default be taken on by the Balance Responsible Party (BRP) designated as:
- BRP responsible for the follow-up of the Access Point conform annex 3 of the Access Contract; or
  - when applicable, the BRP responsible for the “Injection of local production” conform annex 3Bis-B of the Access Contract or the BRP responsible for the Delivery Point below the Access Point conform any annex replacing annex 3Bis-B of the Access Contract; or
  - when applicable, the BRP responsible for “(net) injected energy” conform annex 3Ter point 2 of the Access Contract; or
  - when applicable, the BRP responsible for the follow-up of the Access Point conform annex 3 and annex 5 of the Access Contract; or
  - when applicable, the BRP responsible for the follow-up of the Access Point of a CDS relating to a Technical Facility conform annex 6 and 6Ter of the Access Contract.
- (10) Pursuant to article 3(1) and article 3(9) of the KORRR the owner of the Technical Facility remains responsible for the quality of the information exchange and the compliance with these T&C OPA even if he has delegated the task of OPA to a third party. As long as Whereas (9) of this T&C OPA is in force, this provision shall not apply.
- (11) Pursuant to article 3.2 (83, 84 and 88) and article 84 of SOGL ELIA shall identify the cross-border relevance of Technical Facilities for outage coordination at European level and pursuant to article 86 of SOGL update the list of cross-border relevance of Technical Facilities for outage coordination at European level.
- (12) Pursuant to article 125 and article 243 of the Code of Conduct, these T&C OPA shall be of application for all Technical Facilities connected to the transmission grid directly or through a CDSO with respect of the default rules defined in Whereas (21) and Whereas (22) or the exemption given in Whereas (22) and Whereas (25).
- (13) The information exchanges in these T&C OPA shall be written pursuant to article 125 until article 127 of the Code of Conduct; article 46, article 49, article 52 and article 92 of the SOGL and article 16 of the Commission Regulation (EU) 2015/1222 establishing a guideline on capacity allocation and congestion management, (hereafter referred to as “CACM”).

- (14) Pursuant to articles 4, 7 and 15 of the Commission Regulation 543/2013 of 14 June 2013 on submission and publication of information in electricity markets and amending Annex I to Regulation (EC) No 714/2009 of the European Parliament and of the Council (hereafter referred to as the "Transparency Regulation") entered into force 5 July 2013, the collecting of information regarding the Availability Plans is specified in the OPA Contract.
- (15) Pursuant to article 125 of the Code of Conduct and article 3.2(70) and article 92 of SOGL the OPA Contract shall define the type of information exchange that needs to be provided regarding the Availability Plans.
- (16) Pursuant to article 126 of the Code of Conduct and article 94, article 97 and article 99 of SOGL the OPA Contract shall define the procedure and timing of for providing the exchange information.
- (17) Pursuant to article 3.2 (86) and article 100 of SOGL and article 126 of the Code of Conduct the OPA Contract shall foresee the modalities for changing the Availability Plan.
- (18) Pursuant to article 22 of SOGL, ELIA can request amendments to the Availability Plan as remedial action.
- (19) Pursuant to article 101 of SOGL and article 126 of the Code of Conduct the OPA Contract shall foresee the modalities for coordination between ELIA and OPA regarding the kinds of test that are required and the actual execution of these tests with respect to the testing status.
- (20) Pursuant to article 3.2 (77) and article 102 of SOGL and article 127 of the Code of Conduct the OPA shall inform ELIA of Forced Outages at the level of the Delivery Point. In case of inconsistency between the information provided by the OPA and the SA for the same Delivery Point, the OPA contract describes the impact for the OPA.
- (21) For these T&C OPA, for Synchronous Power Generating Module (sPGMs) and Power Park Module per primary energy source (PPM) with an installed capacity of less than 25 MW connected to the transmission grid directly or through a CDSO the information exchanges specified in article 46(1) (a-b) and article 92 of the SOGL, article 16 of the CACM and article 125 until 127 of the Code of Conduct shall be based on default information and as such no OPA Contract needs to be signed for these Technical Facilities, thereby taking into account the transitional provisions in accordance with article 243 of the Code of Conduct. The default information is:
  - (a) Pursuant to article 3.2 (70) and 92(1) of SOGL the Availability Status of the Delivery Point(s) will be available.
  - (b) It is also assumed that the active power output equals the maximum active power as specified in the Connection Agreement and that the minimum active power is zero.

The OPAs of SPGMs and PPMs with an installed capacity of less than 25 MW connected to the transmission grid directly or through a CDSO can on voluntary basis decide to deviate from these default rules after notification of ELIA and provide the information exchange according to the specifications set in the OPA Contract. If the OPA on a voluntary basis decides to deviate from the default rules, he needs to sign an OPA Contract for the Technical Facilities for which he deviates from the default information.
- (22) Pursuant to article 3.2 (84), article 52 and article 84 of SOGL, these T&C OPA shall only apply for cross-border relevant Demand Facilities connected to the transmission grid directly or through a CDSO, all other Demand Facilities are exempted. If a Demand Facility pursuant article 3.2 (84) and

article 84 of SOGL is identified as cross-border relevant in the framework of these T&C OPA, no OPA Contract need to be signed for these Technical Facilities, thereby taking into account the transitional provisions in accordance with article 243 of the Code of Conduct and the following default values shall apply:

- (a) Pursuant to article 92(1) of SOGL the Availability Status of the Delivery Point will be by default based on the information given to ELIA during the information exchange between the OPA and/or the CDSO through which it is connected (if relevant) and the ELIA key account manager (at least once per calendar year).
  - (b) Pursuant to article 125 of the Code of Conduct by default it is also assumed that the active power output equals the active power as specified to ELIA during the information exchange between the OPA and/or the CDSO through which it is connected (if relevant) and the ELIA key account manager (at least once per calendar year).
- (23) For these T&C OPAs for sPGMs and PPMs with an installed capacity equal or more than 1 MW connected to the distribution system the information exchange pursuant to article 49 (a) of the SOGL shall not apply. However, on voluntary basis the OPA of these SPGMs and PPMs with an installed capacity equal or more than 1 MW connected to the distribution system could deviate from the exemption given for these Technical Facilities and provide the information exchange after notification of ELIA and as specified in the OPA Contract. If the OPA on a voluntary basis decides to deviate from the exemption given for these Technical Facilities, he needs to sign an OPA Contract for these Technical Facilities.
- (24) Pursuant to article 46, article 49 and article 52 of SOGL and article 126 of the Code of Conduct the OPA shall provide information regarding the availability of Delivery Points. Pursuant to article 110 and article 111 of SOGL and article 131 of the Code of Conduct the Scheduling Agent (hereafter referred to as "SA") shall provide information regarding schedules and the offering of upward or downward active power output for the same Delivery Points. Pursuant article 135 of the Code of Conduct the Grid User of the Technical Facility should ensure coherence with information provided for same Delivery Point in the framework of the T&C OPA and of the Terms and Conditions Scheduling Agent (hereafter referred to as "T&C SA"). In case of inconsistency, the OPA contract describes the impact for the OPA.
- (25) Pursuant to article 2. § 2. 1° of the Code of Conduct sPGMs and PPMs used in the framework of emergency generators are exempted from the requirements specified in T&C OPA if they comply with the conditions set in this article. However, on voluntary basis the OPA of these sPGMs or PPMs used in the framework of emergency generators could deviate from the exemption given for these Technical Facilities and provide the information exchange after notification of ELIA and as specified in the OPA Contract. If the OPA on a voluntary basis decides to deviate from the exemption given for these Technical Facilities, he needs to sign an OPA Contract for these Technical Facilities.
- (26) Pursuant to article 126 of the Code of Conduct, ELIA published the draft proposal of the T&C OPA for public consultations from 31/01/2025 until 03/03/2025 and compliant the modalities as specified in article 11 of SOGL.

SUBMIT THE FOLLOWING T&C OPA TO THE COMPETENT REGULATORY AUTHORITY

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## Article 1 Subject matter and scope

- (1) These T&C OPA are the proposal developed by ELIA regarding the Terms and Conditions for Outage Planning Agents pursuant to article 46, article 49 and article 52 of SOGL and article 126 of the Code of Conduct.
- (2) These T&C OPA concern the rights and obligations of the OPAs to take action with the purpose of providing ELIA the necessary information exchange to allow ELIA to perform the operational security analysis in operational planning as specified in article 46(1) (a-b) of SOGL for Technical Facilities connected to the transmission system either directly or through a CDSO without prejudice to the default rules and exemptions as referred to in Whereas (21), Whereas (22) and Whereas (25)
- (3) The OPA Contract is set out in Appendix to this proposal, including the definitions, general provisions and the specific provisions pursuant to the provisions stipulated in article 3.2 (70), article 3.2 (87), article 46, article 49, article 52, article 84, article 86, article 89, article 92, article 94, article 97, article 99, article 100, article 101 and article 102 and article 103 of SOGL and article 125 until article 127, article 135 and article 243 of the Code of Conduct.
- (4) Pursuant to article 6 of the SOGL and article 4 and article 3 of the Code of Conduct, this proposal shall be submitted to the competent regulatory authority for approval.
- (5) Pursuant to article 7 of the SOGL and article 3 of the Code of Conduct, ELIA may request amendments to these T&C OPA while respecting Whereas (7). These amendments to the T&C OPA shall be publicly consulted according to article 126 of the Code of Conduct and respecting the modalities set forth in article 11 of SOGL and approved by the competent regulatory authority after submission by ELIA. Any approved amendment by the competent regulatory authority, that is notified to ELIA and to the affected market parties including countersignatures of the OPA Contract by ELIA shall apply automatically but not earlier than one month after notification by ELIA to the affected market parties (except otherwise where foreseen in the amendment), without the need for the OPA to sign a new OPA Contract as long as Whereas (9) of these T&C OPA is not amended and, if relevant, the BRP as specified in Whereas (9) of the Technical Facility remains the same party. The latter does not withstand the modalities for termination as specified in the OPA Contract of a particular OPA.

## Article 2 Implementation Date

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

- (3) The T&C OPA shall in any case not enter into force earlier than one month after notification by ELIA of the affected market parties as described in paragraph 1.
- (4) The T&C OPA shall enter into force for an undetermined duration.
- (5) Notwithstanding Whereas (21), Whereas (22), Whereas (23) and Whereas (25), the OPAs of Technical Facilities directly connected to transmission grid or through a CDSO or DSO for which no default rule applies or exemption is granted, shall mandatory sign the OPA Contract with ELIA within the delay set in Article 2 (1 and 3).

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

- (1) The expected impact of these T&C OPA on the objectives of the SOGL can be described as follows:
  - (a) the principle of proportionality and non-discrimination pursuant to article 4(2)(a) of the SOGL and article 126 of Code of Conduct will be applied to all modalities specified in the OPA Contract;
  - (b) these T&C OPA shall be accessible to all affected market players at the same time and in a transparent manner pursuant to article 4(2)(b) of the SOGL;
  - (c) The translation of the Whereas (21), Whereas (22), Whereas (23) and Whereas (25) in these T&C OPA applies the principle of optimization between the highest overall efficiency and lowest total costs for all parties involved pursuant to article 4(2)(c) of the SOGL;
  - (d) This OPA Contract in line with Whereas (7) ensures grid stability and security while respecting article 13(7)(b) of the EU Regulation (2019/943) that the compensations take into account net revenues from the sale of electricity on the day-ahead market and calling upon the possibility of article 13(3) of the EU Regulation (2019/943) to have a non-market based design after the day-ahead market. Given the OPA Contract uses market-based mechanisms as far as possible it is also pursuant to article 4(2)(d) of the SOGL;
  - (e) By setting the modalities of the OPA Contract in such way that ELIA has the relevant information to ensure system security, including as required by national legislation pursuant to article 4(2)(e) of the SOGL;
  - (f) The Whereas (23) was specified after consulting relevant DSOs and taking into account potential impacts on their system pursuant to article 4(2)(f) of the SOGL; and
  - (g) The OPA Contract takes into consideration agreed European standards and technical specifications pursuant to article 4(2)(g) of the SOGL.

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

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

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

- (1) In these T&C OPA, unless the context requires otherwise:



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

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## **APPENDIX: CONTRACT FOR OUTAGE PLANNING AGENT**

# **Contract for Outage Planning Agent**

## **OPA Contract**

## **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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# PART I - GENERAL CONDITIONS

## 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, <i>M.B.</i> 11.05.1999 » / « Wet van 29 april 1999 betreffende de organisatie van de elektriciteitsmarkt, <i>B.S.</i> 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;
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”



Part I -General Conditions

	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, <i>M.B.</i> 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, <i>B.S.</i> 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, <i>M.B.</i> 7.08.2002” / “Wet betreffende de bestrijding van de betalingsachterstand bij handelstransacties, <i>B.S.</i> 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.

**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.

## Part I -General Conditions

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, 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.

## Part I -General Conditions

### 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.

### I.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).

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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. I.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.I.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.

### I.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

### I.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.

### I.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.

### 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.

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### 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.

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. I.7.3:

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<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.

## Part I -General Conditions

- 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.

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 divulgence 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;

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- 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 divulgence 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 divulgence of the information is foreseen by applicable legislation and/or regulation;
- the divulgence 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.

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.

### I.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

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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.

### I.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.

### I.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.

### I.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. I.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.

## **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.



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### 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.

#### 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

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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 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.

# **PART II - SPECIFIC CONDITIONS**

**TITLE 1: DEFINITIONS****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;
11.	CDS Operator or "CDSO"	As defined in article 2 §1 11° of the Code of Conduct;

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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_Pmax <sub>inj</sub>	The maximum power, represented as a positive value (in MW), that can be injected into the ELIA Grid by the Delivery Point;
20.	DP_Pmin <sub>inj</sub>	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_Pmax <sub>off</sub>	The maximum power, represented as a positive value (in MW), that can be taken off the ELIA Grid by the Delivery Point;
22.	DP_Pmin <sub>off</sub>	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;
25.	Forced Outage or "FO"	As defined in article 3(77) of the SOGL 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;

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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;
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;

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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;
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.

## TITLE 2: CONDITIONS FOR PARTICIPATION

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

- II.2.1 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 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 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.2.1. 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, a copy of the OPA/BRP Opt-Out Arrangement according to the template in 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, 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.2.2. 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.2.2, 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.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.



**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.

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.

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.

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>1. All Technical Units of the sPGM can only be operated simultaneously;</li> <li>2. 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>1. Multiple BRP's are appointed behind the Access Point of the concerned PPM;</li> <li>2. 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.

## Part II -Specific Conditions

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.

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  $DP\_P_{maxinj}$  is equal to the sum of maximum Injection power of all Technical Units, related to the Delivery Point;
- The  $DP\_P_{mininj}$  is equal to the lowest minimum Injection power of the Technical Units, related to the Delivery Point;
- The  $DP\_P_{maxoff}$  is equal to the sum of maximum Offtake power of all Technical Units, related to the Delivery Point;
- The  $DP\_P_{minoff}$  is equal to the lowest minimum Offtake power of the Technical Units, related to the Delivery Point.

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 the Availability Status: Available and the  $P_{max Available}$  equal to  $DP\_P_{maxinj}$  or  $DP\_P_{maxoff}$ .

### **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.

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

**ART. II.5 AVAILABILITY PLAN DEFINITION**

II.5.1 The Availability Plan is comprised of the Availability Status and the corresponding  $P_{\max \text{ Available}}$ . The following combinations of status and power are possible:

Availability Plan		
Availability Status	Meaning	Corresponding $P_{\max \text{ Available}}$
<b>A</b>	<b>Available</b>	$0 \text{ (zero) MW} < P_{\max \text{ Available}} \leq DP\_P_{\max ij} \text{ (or } DP\_P_{\max off} \text{)}$
<b>U</b>	<b>Unavailable</b>	$P_{\max \text{ Available}} = 0 \text{ (zero) MW}$
<b>T</b>	<b>Testing</b>	$0 \text{ (zero) MW} \leq P_{\max \text{ Available}} \leq DP\_P_{\max ij} \text{ (or } DP\_P_{\max off} \text{)}$
<b>FO</b>	<b>Forced Outage</b>	$0 \text{ (zero) MW} \leq P_{\max \text{ Available}} < DP\_P_{\max ij} \text{ (or } DP\_P_{\max off} \text{)}$

II.5.2 The Availability Plan is provided per Delivery Point, 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:

- a Testing Status with a  $P_{\max \text{ Available}}$  for the test period; and
- the reason for the planned test.

**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. II.8.10 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:.

**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  $P_{\max \text{ Available}}$  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:

Timing <sup>3</sup> OPA change request	Latest validation time by ELIA
<b>From 1<sup>st</sup> of August in Year Y-1 until 1<sup>st</sup> of November in Year Y-1</b>	The most distant deadline between: <ul style="list-style-type: none"> <li>• 1<sup>st</sup> of November in Year Y-1; and</li> <li>• Day of submission + two weeks</li> </ul>
<b>After 1st of November in Year Y-1 until Thursday 18:00 in Week W-1</b>	The closest deadline between: <ul style="list-style-type: none"> <li>• Day of submission + two weeks; and</li> <li>• Friday 16:00 in Week W-1</li> </ul>
<b>After Thursday 18:00 in Week W-1 and before Day D-1 10:00 AM</b>	The closest deadline between: <ul style="list-style-type: none"> <li>• Moment of submission + 24h; and</li> <li>• Day D-1 10:00 AM</li> </ul>
<b>After Day D-1 10:00 AM</b>	The start of quarter-hour minus 30 minutes

- 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.8.9 In case ELIA rejects a change requested by the OPA, the OPA sends a new version of the Availability Status and  $P_{\max \text{ Available}}$  considering the restrictions as per Art. II.8.7.

**ELIA change request**

- II.8.10 From the 1<sup>st</sup> of August in Year Y-1, pursuant Art. II.7.1, and until 5 Working Days before Day D, ELIA can request to change the Availability Status for a specific quarter hour of Day D.
- II.8.11 ELIA can request the following changes to the Availability Status provided by the OPA:

**ELIA can request**

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<sup>3</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.

Indicated by the OPA	Availability Status	Meaning
Unavailable (U)	Available (A)	The Delivery Point is requested to be capable to inject (or take off) power
Testing (T)	Available (A)	

II.8.12 Depending on the timing of provision of the change request, pursuant to Art. II.8.10, the OPA validates the change request, pursuant to Art. II.8.1, with respect to the following timings:

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

II.8.13 In case the OPA accepts the ELIA change request, as per Art. II.8.1, the OPA sends a new version of the Availability Status to ELIA.

**ART. II.9 MODALITIES TO DECLARE A FORCED OUTAGE**

II.9.1 A submitted Availability Status FO is automatically and instantly accepted if it is submitted for a specific quarter-hour or a successive series of quarter-hours starting with this specific quarter-hour:

- The 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

**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 Art. II.3.7).

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.



## TITLE 5: DATA CONSISTENCY CONTROL

### ART. II.11 DATA CONSISTENCY CONTROL

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

## TITLE 6: REMUNERATION

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

- II.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.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.12.3 Pursuant to Art. II.12.1, the ELIA price offer is sent to the OPA together with the validation of the changes pursuant to Art. II.8.6. If no offer is sent, the costs associated with the remuneration are considered to be zero.
- II.12.4 Pursuant to Art. II.12.1, the OPA price offer is sent to ELIA together with the validation of the changes pursuant to Art. II.8.12. If no offer is sent before this deadline, the costs associated with the remuneration are considered to be zero.
- II.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.
  - If a change request annuls a previous change request by the same party, the remuneration for the first change request is not paid back.

## TITLE 7: INVOICING

### ART. II.13 INVOICING AND PAYMENT

- 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.13.2 If no agreement can be reached, pursuant to Art. II.13.1:
- the OPA, when drawing up his credit note for Month M as specified in Art.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 of the General Conditions shall apply.
- 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:
- The indication of the Month M;
  - The applicable amount.
- II.13.4 ELIA shall either approve or reject the invoices and/or credit notes within 5 Working Days after reception.
- 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.

## 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  $P_{\max \text{ Available}}$  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  $P_{\max \text{ Available}}$  submitted by the OPA for its Delivery Points.

Part II -Specific Conditions

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:

# **PART III - ANNEXES**

## 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>4</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>inj</sub> [MW]	DP_Pmax <sub>off</sub> [MW]	DP_Pmin <sub>inj</sub> [MW]	DP_Pmin <sub>off</sub> [MW]

<sup>4</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.

## **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.

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.II.2.2, 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.



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

Parties		
	BRP	OPA
Name		
Address		
Company number		

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. II.2.2, 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 in the following template.

**Template Grid User Declaration:**

Parties		
	Grid User	OPA
Name		
Address		
Company number		

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

- The Grid User gives permission to the OPA, to take the responsibility for outage planning, as foreseen in the OPA Contract;

- The Grid User 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 User designates only one party at the same time to take the responsibility for outage planning, as foreseen in the OPA Contract.

<b>Delivery Point name</b>	<b>Delivery Point identification (EAN)</b>	<b>Start date</b>	<b>Expiry date</b>

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

The Grid User, represented by:

Name:  
Function:  
Date:  
Signature:

### **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.

The minimum requirement is that the OPA demonstrates its ability to work with the Web based application. The OPA can additionally choose to also use the external communication layer for automated communication.

The OPA must demonstrate its ability to:

**Web 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 an Availability Status to FO for all cases of Art. II.9.

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

**External communication layer:**

- Change an Availability Status;
- Monitor validated changes;
- Change an Availability Status to FO for all cases of Art. II.9;
- Receive a FO notification.

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

In case 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 it as soon as possible.

## **ANNEX 4. EXCHANGE OF INFORMATION**

Communication requirements are available on the ELIA website or can be requested by e-mail to the ELIA contractual responsible listed in Annex 7.

In accordance with Art.II.5.3, communication regarding the Availability Plan occurs through two electronic processes:

1) External 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:

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.

## 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.

## ANNEX 6. APPROPRIATION STRUCTURE

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

**ANNEX 7. CONTACT DETAILS**

Date: DD/MM/YYYY

For ELIA:

<b>1</b>	<b>Contractual Responsible</b>  <b>Sybille Mettens</b> 20 Boulevard de l'Empereur 1000 Bruxelles E-mail : <a href="mailto:Sybille.Mettens@elia.be">Sybille.Mettens@elia.be</a>  <b>Nicolas Koelman</b> 20 Boulevard de l'Empereur 1000 Bruxelles E-mail : <a href="mailto:Nicolas.koelman@elia.be">Nicolas.koelman@elia.be</a>  <b>Francois Jadoul</b> 20 Boulevard de l'Empereur 1000 Bruxelles E-mail : <a href="mailto:Francois.Jadoul@elia.be">Francois.Jadoul@elia.be</a>
<b>2</b>	<b>Delivery Control</b>  <b>Farid Benbouali</b> E-mail : <a href="mailto:system.services@elia.be">system.services@elia.be</a>
<b>3</b>	<b>Invoice monitoring</b>  <b>3.1 Settlement</b>  <b>Farid Benbouali</b> E-mail : <a href="mailto:system.services@elia.be">system.services@elia.be</a>  <b>3.2 Invoicing &amp; Payment</b>  <b>Lieve Kerckhof</b>  Elia Transmission Belgium SA Boulevard de l'Empereur, 20 1000 Bruxelles
<b>4</b>	TVA BE 0731.852.231
<b>5</b>	<b>Planning Team</b>  <b>Capacity &amp; Outage Planning Assessment</b> Avenue de Vilvoorde, 126 1000 Bruxelles Phone : +32 (0)2 382 22 54 Email: <a href="mailto:belgian.grid@elia.be">belgian.grid@elia.be</a>

**6 Dispatching (Real time operations)**

**National Control Center (Operations)**

Avenue de Vilvoorde, 126  
1000 Bruxelles

Phone : +32 2 382 22 97

E-mail : [dispatching@elia.be](mailto:dispatching@elia.be)



For the OPA:

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

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.

## 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.



Annex 8-Structural  
Data-YYYYMMDD.xls

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]

**List of Technical Units:**

Refer to sheet 3 of the excel file<sup>5</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>5</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.

**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]