

## CONTRACT FOR THE COORDINATION OF INJECTION OF PRODUCTION UNITS

Contract Reference

**between**

**ELIA TRANSMISSION BELGIUM**, a limited liability company incorporated under Belgian law, with registered office at Boulevard de l'Empereur 20, 1000 Brussels, Belgium, registered with the Register of Legal Entities (Brussels) under number 0731.852.231, and represented by Patrick De Leener and Chris Peeters with power of signature;

hereinafter referred to as "ELIA"

**and**

«**Company**», a company established under «Law» law having its head office at «Address» and the company registration number «Registration» and represented by «Representatives» with power of signature;

hereinafter referred to as the "the Producer".

ELIA and the Producer hereinafter also referred to singularly as "Party" and jointly as "Parties"

CIPU Contract - «Company» «Year»

Initial on behalf of ELIA

Initial on behalf of ARP

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**WHEREAS:**

ELIA provides for the operation of the transmission grid as defined in the Act of 29 April 1999 on the organisation of the electricity market (hereinafter referred to as the "Transmission Grid");

While performing its tasks concerning the operation of the Transmission Grid, ELIA monitors the safety, reliability and efficiency of said grid;

In this respect, ELIA arranges for coordination regarding injection of Production Units in order to plan work on the Transmission Grid, prevent or resolve congestion and to restore the balance between injection and offtake;

ELIA has the legal obligation to coordinate injection of Production Units;

The present Contract lays down the reciprocal rights and obligations of ELIA and the Producer relating to coordinating injection of Production Units.

**IT IS CONSEQUENTLY AGREED AS FOLLOWS:**

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## 1 **DEFINITIONS**

“ACE”: Area Control Error;

“Access Responsible Party” or “ARP”: the same meaning as per the General Terms and Conditions.

“Active Power”: electrical power that can be converted into other forms of power, such as mechanical, thermal or acoustic power; the value is equal to  $3 \times U \times I \times \cos \varphi$ , where U and I are the effective values of the fundamental components of the voltage (between a phase and the earth) and the current (in that phase) and where  $\cos \varphi$  represents the phase difference between the fundamental components of the voltage and the current;

“ARP Contract”: the Access Responsible Party Contract, as defined in Articles 150 and 155 of the Transmission Grid Code, as amended and adopted by the Commission for Electricity and Gas Regulation;

“AV” or “Available”: the Status of a Production Unit stated by the Producer in the “Nomination” Procedure, which means that that Production Unit is capable of generating electricity at the time indicated by the Producer;

Belgian Bidding Zone Reference Day-Ahead Price means a reference price for the day-ahead timeframe for the Belgian Bidding Zone.

“Configuration”: the composition used by a Production Plant, consisting of one or more Production Units in a certain relationship, to generate power;

“Connection”: all the Connection Installations, comprising at least the first Connection Bay to the Transmission Grid;

“Connection Bay”: the sum of the components of a Connection Installation that perform the following functions:

- switching on the power of the Installations of the grid user from the Transmission Grid;
- switching those Installations off and/or on;
- physically separating those Installations from the Transmission Grid;

“Connection Contract”: the contract concluded between a grid user and ELIA that lays down the reciprocal rights and obligations regarding a specific Connection, including the relevant technical specifications;

“Connection Installation”: any equipment that is needed to connect the Installation of the grid user to the Transmission Grid;

“Connection Point”: the physical location and the voltage level of the point where the Connection is connected to the Transmission Grid and which separates the Transmission Grid from those Installations where switching them off only has an impact on the grid user connected to that point;

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“Contract”: the contract for coordinating injection of Production Units (CIPU);

“CREG”: Commission for Electricity and Gas Regulation;

“Daily Access Programme”: overview of the applied Production Units (with AV Status) foreseen by the Producer on Day D to cover its load, with data given on a quarter-hourly basis;

“Daily Coordination Programme”: overview of the available power instalments foreseen by the Producer on Day D at available Production Units (with AV Status) and also the Production Units with FO or PU Status, with data given on a quarter-hourly basis;

“Day-Ahead Physical Nomination Time”: the deadline, as defined in the ARP Contract, for Nominations for Injection Points;

“Day D”: any calendar day which is referred to by a Nomination and on which day the content of such a Nomination makes referral;

“Day D-1”: the calendar day before Day D;

“Day D+1”: the calendar day after Day D;

“Dossier Volumes”: a document, validated by the CREG, defining the required volumes of Frequency Containment Reserve, secondary and Tertiary Control Power to be procured by Elia, pursuant to Article 233, of the Grid Code;

“Electricity area”: the ELIA area is divided into ten subareas: 380, Hainaut East, Hainaut West, Langerbrugge East, Langerbrugge West, Ruien, Merksem, Stalen, Liège and Schaerbeek – in the Intraday Nomination Procedure those areas are represented by a colour that indicates the options with regard to production changes (red: no changes allowed; green: changes allowed);

“Exploitation” Procedure: the procedure whereby the Daily Access Programmes are carried out on D and, as the case may be, modified;

“Ex” or “Expected”: the Status of a Production Unit stated by the Producer in the “Listed” Procedure, which means that that Production Unit is considered as being expected to go into service at the time stated by the Producer;

“Fast Reserve Programme”: overview of the applied Production Units (with AV Status) predicted by the Producer on Day D to cover the loss of its main Production Unit, with data on a quarterly basis;

“Forced Outage”: an unforeseen and unpredictable outage of a Production Unit, making it impossible for that Production Unit to generate electricity;

“Functioning Rules for Strategic Reserves”: rules defined on the basis of Article 7septies of the Act of 29 April 1999 on the organisation of the electricity market;

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“General Terms & Conditions”: the general terms and conditions applying to ancillary services on 1 January 2019;

“Grid Code for Transmission”: the Royal Decree of 19 December 2002 establishing a Grid Code for operation of the electricity Transmission Grid and access thereto, and the various amendments to said decree;

“Installation”: any equipment owned and/or used by the grid user connected to the Transmission Grid by a Connection;

“Instruction”: control value in the “Exploitation” Procedure comprising the power that the Producer provides at a Production Unit or, as the case may be, a Status;

“L” or “Listed”: the Status of a Production Unit stated by the Producer in the “Listed” Procedure, which means that that Production Unit is participating in the procedures in the present Contract at the time stated by the Producer;

“LR” or “Listed Reserved”: Status of a Production Unit imposed by ELIA in the “Listed” Procedure, which means that a Production Unit planned by the Producer to be out of service (NL Status) must nevertheless be kept in service by the Producer at the time stated by ELIA;

“Listed” Procedure: the procedure that lays down the programme for putting Production Units into service and closing them for a calendar year (Y); also known as the procedure for “drawing up the calendar for putting Production Units into service and taking them out of service”;

“MNR” or “May-Not-Run”: Status of a Production Unit imposed by ELIA in the “Stand-by” Procedure, which means that that Production Unit, at the time (week/day) stated by ELIA, must not produce any electricity, with the exception of the offtake of its auxiliary units;

“MNRR” or “May Not Ready-to-Run”: Status of a Production Unit imposed by ELIA in the “Ready-to-Run” Procedure, which means that that Production Unit, at the time (week/day/hour) stated by ELIA, must not produce any electricity, with the exception of the offtake of its auxiliary units;

“MW”: Megawatt;

“NAV” or “Not Available”: Status of a Production Unit stated by the Producer in the “Nomination” Procedure, which means that that Production Unit is not participating in the procedures in the present Contract;

“NL” or “Not Listed”: the Status of a Production Unit stated by the Producer in the “Listed” Procedure, which means that that Production Unit is not participating in the procedures in the present Contract at the time indicated by the Producer;

“Nomination”: this means a Daily Access Programme that will be evaluated by ELIA in accordance with Article 7. The word “Programme” will also be used below instead of Nomination;

“Nomination” Procedure: the procedure that specifies the Daily Access Programme and Daily Coordination Programme of the Production Units for D; also known as the procedure for “laying down and modifying the Daily Access Programmes and Daily Coordination Programmes”;

“NRR” or “Not Ready-to-Run”: Status of a Production Unit stated by the Producer in the “Ready-to-Run” Procedure, which means that that Production Unit, at the time (week/day/hour) stated by the Producer, will not be deployed to generate electricity, unless ELIA imposes a “Ready-to-Run Reserved” (RRR) Status on the Production Unit in the “Ready-to-Run” Procedure;

“NRV” or “Not Revision”: Status of a Production Unit stated by the Producer in the “Revision” Procedure, which means that that Production Unit, at the time (weeks/days) stated by the Producer, must be considered as not undergoing servicing (i.e., that at the time stated by the Producer, no maintenance work (scheduled in Y-1) will take place at that Production Unit which might mean that, at the time stated by the Producer, that Production Unit would be able to generate electricity);

“NS” or “Not Stand-by”: Status of a Production Unit stated by the Producer in the “Stand-by” Procedure, which means that that Production Unit, at the time (week/day) stated by the Producer, is not available to generate electricity, unless ELIA imposes a “Stand-by Reserved” (SR) Status on the Production Unit in the “Stand-by” Procedure;

“Pestimated”: estimate of the predicted production at a Production Unit or Production Plant throughout the procedures;

“Pmax available”: the maximum instantaneous value of the power – expressed in MW – of the generator, taking into account the reference time-step (hour, quarter-hour, etc.), that the Producer can inject into the grid, taking into account all technical, operational, meteorological or other restrictions of which the Producer is aware at the time the Producer notifies ELIA of the Pmax available power value, without taking into account any participation of the generator in the delivery of reserves;

“Pmax tech”: a unique value that indicates the maximum power the generator can generate from a technical point of view – expressed in MW – whereby the size of the generator is stated by the manufacturer and added to Appendix 1 of the Contract;

“Pmin available”: the minimum instantaneous value of the power – expressed in MW – of the generator, taking into account the reference time-step (hour, quarter-hour, etc.), that the Producer can inject into the grid and thus taking into account all technical, operational and meteorological or other restrictions of which the Producer is aware at the time the Producer notifies ELIA of the Pmin available power value, without taking into account any participation of the generator in the delivery of reserves;

“Pmin tech”: a unique value that indicates the minimum power the generator can generate from a technical point of view – expressed in MW – whereby the size of the generator is stated by the manufacturer and added to Appendix 1 of the Contract;

“Producer”: the Party who has signed the present Contract and is responsible for the operation of the Production Units indicated in Appendix 1; said Party is designated in the relevant access contract for those Production Units as Access Responsible Party responsible for injection (in so far as the Production Unit is connected to the Transmission Grid), and has signed an Access Responsible Party contract with ELIA;

“Production Unit”: the alternator of a (pump-operation) unit that generates or absorbs electricity and is connected to the Transmission Grid;

“Production Unit with Flexible Access”: the system that applies to a Product Unit for which a Connection, which in accordance with the standard rules in force must be rejected due to a lack of capacity because of congestion, is granted nevertheless on the basis of adjusted capacity allocation criteria, and that involves the access of this Production Unit being limitable in a standard operating situation depending on the capacity already allocated to one or more other production units; the Connection Contract of the Connection Applicant lays down said capacity allocation criteria;

“Production Plant”: a group of Production Units that together constitute a technical unit;

“PU” or “Planned Unavailability”: the Status of a Production Unit stated by the Producer in the “Nomination” Procedure, which means that that Production Unit is not able to generate electricity at the time indicated by the Producer because of planned unavailability (this Status is only possible if the Production Unit has been given “NRR” or “RV” Status in the “Ready-to-Run” Procedure);

“Ready-to-Run” Procedure: the procedure that specifies the schedule for deploying Production Units for a week (W); also known as the procedure for “drawing up the production schedule”;

“Red Control Area(s)”: the limitation by ELIA of the possibilities regarding production changes as part of the “Intraday Nomination” Procedure by making upward or downward adjustment in one or more of the seven Electricity Control Areas impossible (= declaring them ‘red’), if ELIA during its grid safety calculations on D-1 establishes that production changes in one or more of the seven Electricity Control Areas could compromise the safety, reliability and/or efficiency of the Transmission Grid; Elia shall make no use of the “Red Control Areas)Zone(s)” classification for one or more of the seven Electricity Control Area(s) as a result of structural deficiencies of the Transmission Grid; structural deficiencies can be clearly defined and are predictable and stable over time;

“Revision”: any work that can be scheduled under the “Revision” Procedure and which requires a shutdown of at least one week;

“Revision” Procedure: the procedure that specifies the servicing (‘revision’) of the Production Units for a calendar year (Y); also known as the procedure for “drawing up the revision schedule”;

“RR” or “Ready-to-Run”: the Status of a Production Unit stated by the Producer in the “Ready-to-Run” Procedure, which means that that Production Unit is capable of generating electricity at the time (week/day/hour) stated by the Producer;



“RRR” or “Ready-to-Run Reserved”: the Status of a Production Unit stated by ELIA in the “Ready-to-Run” Procedure, which means that that Production Unit is capable of generating electricity at the time (week/day/hour) stated by ELIA;

“RV” or “Revision”: the Status of a Production Unit stated by the Producer in the “Revision” Procedure, which means that that Production Unit must be considered at the time indicated by the Producer (weeks/days) as undergoing servicing (i.e. the Production Unit is unable to generate electricity because of maintenance work scheduled in Y-1);

“RVNA” or “Revision Not Authorised”: Status of a Production Unit imposed by ELIA in the “Revision” Procedure, which means that a Production Unit must not be undergoing servicing (‘revision’) at the time (weeks/days) stated by ELIA;

“RVR” or “Revision Reserved”: Status of a Production Unit imposed by ELIA in the “Revision” Procedure, which means that a Production Unit must not deviate from that servicing (‘revision’) period at the time (weeks/days) stated by ELIA and must therefore be considered as out of service;

“S” or “Stand-by”: Status of a Production Unit stated by the Producer in the “Stand-by” Procedure, which means that that Production Unit, at the time (week/day) stated by the Producer, is available to generate electricity, but for which the Producer may indicate Not Ready-to-Run (NRR) Status in the “Ready-to-Run” Procedure;

“SGR”: the strategic reserve contracted with producers, as mentioned in Article 7quinquies of the Electricity Act;

“Stand-by” Procedure: the procedure that specifies the availability of the Production Units for a week (W); also known as the procedure for “drawing up the programme for making Production Units available”;

“SR” or “Stand-by Reserved”: the Status of a Production Unit imposed by ELIA in the “Stand-by” Procedure, which means that the Producer takes the requisite measures to ensure that that Production Unit is available to generate electricity at the time (week/day) stated by ELIA;

“Status”: the situation of a Production Unit, which changes depending on the procedure;

“Transmission Grid”: the electricity grid as defined in the Act of 29 April 1999 on the organisation of the electricity market and for which ELIA has been appointed as the grid operator; the Connection as defined in the Connection Contract does not form part of the Transmission Grid;

“Zero Programme”: the Pestimated value is zero, whereas in a non-Zero Programme the Pestimated value is greater than or equal to the Pmin available value

## **1 CONCLUSION OF THE CONTRACT AND APPLICATION OF THE GENERAL TERMS & CONDITIONS**

The present Contract comes into effect on 1 January 2019 and will remain in force up to and including 31 December 2020.

Moreover, the present Contract shall only take effect on condition that the Producer has signed an Access Responsible Party Contract. The present Contract only applies to the Production Units listed in Appendix 1 on condition that the Producer for those items is designated in an access contract as Access Responsible Party responsible for injection. Said condition only applies to the Installations connected to the Transmission Grid.

The performance of this Contract is governed by the General Terms & Conditions.

The clauses of this Contract will be supplemented by the General Terms & Conditions. If there is a contradiction between this Contract and the General Terms & Conditions, this Contract shall take precedence.

The Producer declares that he has received a copy of the General Terms & Conditions and that he accepts them. The Producer hereby renounces his own general terms & conditions, special or otherwise, regardless of when they were submitted or the form of their remittance.

## **2 GENERAL REMARKS**

2.1 The term "Production Units" used in this Contract will be taken to mean the Production Units as listed in Appendices 1A, 1B and 1C. Amendments to Appendix 1A and/or Appendix 1B and/or Appendix 1C are always possible during the lifetime of this Contract, subject to consultation and agreement between the Parties that may occur via e-mail. During said consultation the Parties shall also sign an agreement regarding the date on which the amendments may come into force. Amendments to the Appendices to the Contract that are made on the basis of this article during the lifetime of the Contract shall be an integral part of the Contract as from receipt of a registered letter sent by ELIA to the Producer, which is deemed to occur three days after the date of sending.

2.2 The Producer undertakes to provide ELIA – and ELIA accepts said provision – with the resources needed to supply the appropriate energy or to absorb it from the Transmission Grid and to be able to take the requisite measures in order, in accordance with this Contract, to be able, as the case may be, to avoid or resolve congestion<sup>1</sup> on the Transmission Grid or to restore the balance between injection and offtake in the Transmission Grid.

The data supplied by the Producer during the procedures in this Contract are deemed to provide the most accurate picture possible of the actual situation at the time such data are handed over. The Producer is responsible for any deviation or inconsistency between the data and the actual situation. ELIA cannot be held responsible for such inconsistencies.

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<sup>1</sup> Including voltage problems and short-circuit problems.

This Contract specifies the reciprocal rights and obligations of the Parties in relation to coordinating injection of Production Units within the Control Area, the procedures according to which the various Statuses of the Production Units of the Producer listed in Appendices 1A and 1B are specified, as well as the rights and obligations of the Parties that derive from those Statuses.

If, during the performance of this Contract, it appears that other statuses would be desirable, then the Parties will consult each other in order to establish the modalities for them. The statuses that apply to the Production Units in the Stand-by, Ready-to-Run and Nomination Procedures are indicated by way of illustration in Appendix 2.

2.3 Injection of the Production Units is coordinated with the aid of six basic procedures that vary in time:

- Listed
- Revision
- Stand-by
- Ready-to-Run
- Nomination
- Exploitation

In addition, notification of Intraday programme changes can be provided using the “Intraday Nomination” Procedure.

2.4 The Parties agree to apply the Statuses in the six procedures per access point (as defined in the Access Contract) and per alternator<sup>2</sup> during the lifetime of this Contract. Net injection will be used by the Parties for all information about (active) energy or (active) capacity. In case of dispute and if necessary to ensure the safety, reliability and efficiency of the Transmission Grid, those Statuses will be specified by ELIA. In this case, ELIA will give reasons for its decision.

2.5 The Parties are aware of the reciprocal relations between this CIPU, other contracts for ancillary services and contracts for the SGR service.

The contracts for ancillary services and the contracts for the SGR service use the procedures described in this CIPU and the information exchanged within the framework of these procedures.

If a Production Unit is included in an SGR contract, the Producer will respect the rules laid down in the SGR contract with regard to the procedures described in this CIPU.

2.6 If, during the lifetime of this Contract, ELIA wishes to obtain information about Production Units in the possession of the Producer or to which the Producer has a user right which are not connected directly to the Transmission Grid but which might influence the safety, reliability and/or the efficiency of the Transmission Grid, then the Producer undertakes to provide ELIA with that information in good time. ELIA will give reasons for such a request.

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<sup>2</sup> Notwithstanding specific measures in relation to the “Exploitation” Procedure under this Contract.

### **3 “LISTED” PROCEDURE**

- 3.1 The purpose of the “Listed” Procedure is to manage the programme for putting the Production Units into service and closing them during year Y.
- 3.2 The Producer will inform ELIA of the Status of the Production Units no later than Tuesday of week W28 of year Y-1. Those Production Units will accordingly be given “Listed” (L), “Not Listed” (NL) or “Expected” (Ex) Status for each calendar month of year Y.
- 3.3 Thereafter - and no later than Thursday of week W30 of year Y-1 - ELIA may impose “Listed Reserved” (LR) Status on a Production Unit that was indicated as “Not Listed” (NL) by the Producer, for a period to be specified by ELIA. The payments and, as the case may be, the specific modalities relating to the coordination of the Production Unit laid down by ELIA as “Listed Reserved” will be agreed by the Parties in a separate contract.
- 3.4 During the course of year Y-1 and during year Y, both Parties, subject to mutual agreement, may change the “Listed” (L), “Not Listed” (NL), “Expected” (Ex) or “Listed Reserved” (LR) Status of a Production Unit for a specific period or further refine such periods (weekly or daily basis). The payments and, as the case may be, the specific modalities relating to such changes will be agreed by the Parties in a separate contract.
- 3.5 Based on the L or LR Status, the Producer will take the measures needed to ensure that the Production Unit concerned will be capable of generating electricity at the time stated by the Producer and ELIA.

### **4 “REVISION” PROCEDURE**

- 4.1 The purpose of the “Revision” Procedure is to adapt the revision (servicing) schedule of the Production Units of the Producer, as the case may be, in accordance with the safety, reliability and efficiency of the Transmission Grid for year Y. This procedure will be implemented annually in weeks W31 to W48 of year Y-1 for the revision schedule of the following year Y and applies only to those Production Units that have “Listed” (L), “Listed Reserved” (LR) or “Expected” (Ex) Status after the “Listed” Procedure.
- 4.2 The Producer will inform ELIA of the Status of the Production Units for year Y no later than Tuesday of week W31 of year Y-1. Those Production Units will thus be given “Revision” (RV) or “Not Revision” (NRV) Status per week/day for year Y.

In addition, for Production Units given the “Not Revision” (NRV) Status the Producer should inform Elia of periods in which the Production Unit is in test phase. The test phase means that the Producer is testing the capability of the Production Unit to generate electricity. The test phase shall only apply for a time period directly following maintenance of the relevant Production Unit.

Thereafter, ELIA may propose modifications to this revision schedule in consultation with the Producer no later than Tuesday of week W35 of year Y-1. These modifications may consist of:

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- setting a revision period for Production Units with “Not Revision” Status (which will give them “Revision Reserved” (RVR) Status);
- rejecting a revision period for Production Units with “Revision” Status (which will give them “Revision Not Authorised” (RVNA) Status).

On the basis of this consultation, ELIA will draw up a new revision (servicing) schedule and will inform the Producer of the preliminary revision schedule as soon as possible and no later than Thursday of week W43 of year Y-1. The official approval of the revision schedule will be communicated by Elia no later than Thursday of Week W48. The consultation between the Producer and ELIA relates particularly to cases whereby:

- the Producer can demonstrate that as a result of these modifications, there is insufficient capacity remaining at certain times to enable the Producer to fulfil his responsibility as Access Responsible Party responsible for injection; or
- as a result of those modifications, servicing cannot be carried out at certain times within the time-slots imposed by the technical specifications of the Production Units or by the government for technical or safety inspections.

ELIA will pay the Producer for modifications proposed by ELIA and carried out by the Producer in accordance with Article 13.1.

- 4.3 From week W48 of year Y-1 to before week W-5, the Producer may ask for a modification to the schedule if a change needs to be made to the revision schedule drawn up in accordance with Article 4.2. A modification to the revision schedule is only possible with the written agreement of ELIA and, as the case may be, subject to payment made by the Producer to ELIA in accordance with Article 13.1. If ELIA rejects the modification, it will give reasons for doing so.
- 4.4 From week W48 to week W-5, the Producer will provide ELIA with any information that might affect the subsequent course of the Stand-by, Ready-to-Run, Nomination and/or Exploitation Procedure(s).
- 4.5 If the safety, reliability and/or efficiency of the Transmission Grid so requires, ELIA may impose modifications to the revision (servicing) schedule after W48 of year Y-1, subject to consultation with the Producer. ELIA will pay the Producer for those modifications proposed by ELIA and carried out by the Producer in accordance with Article 13.1.
- 4.6 Prior to the revision (servicing) of a Production Unit, the Parties will liaise with each other to ensure optimum coordination of works on the Transmission Grid and/or the Production Units, with a view to avoiding possible safety problems. The Producer shall, if relevant matters occur while a Production Unit is being serviced, keep ELIA informed of the state of progress of that revision (servicing).
- 4.7 Based on the NRV or RVNA Status, the Producer will take the measures needed to ensure that the Production Unit will be capable of generating electricity at the time (week/day) stated respectively by the Producer and ELIA. On the basis of RV or RVR Status, ELIA may at any time, without payment or compensation for the Producer, organise work on the Transmission Grid which may

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mean that the injection and, as the case may be, the offtake<sup>3</sup> of power in the Transmission Grid by the Production Unit concerned is not possible at the time (week/day) stated respectively by the Producer and ELIA.

## **5 “STAND-BY” PROCEDURE**

- 5.1 The purpose of the “Stand-by” Procedure is to adapt the availability of the Production Units for week W, as the case may be, in accordance with the safety, reliability and/or efficiency of the Transmission Grid. This procedure will be carried out weekly in weeks W-5 to W-4 for the availability of the Production Units in week W, and applies to those Production Units that are not undergoing revision (servicing)<sup>4</sup> in week W.
- 5.2 The Producer will inform ELIA of the Status of the Production Units for week W no later than Tuesday of week W-5 at 4 p.m. Those Production Units will thus be given the Status of “Stand-by” (S) or “Not-Stand-by” (NS) per week/day for week W.

Thereafter, ELIA may do the following no later than Thursday of week W-4 at 6 p.m.:

- keep available those Production Units listed by the Producer as “Not Stand-by” (NS) at the time (week/day) stated by ELIA – these Production Units will thus be given “Stand-by Reserved” (SR) Status; or
- impose “May-Not-Run” (MNR) Status on a Production Unit listed by the Producer as “Stand-by” (S).

ELIA will pay the Producer for those modifications imposed by ELIA and carried out correctly by the Producer in accordance with Article 13.1.

- 5.3 From week W-5 to the “Ready-to-Run” Procedure, the Producer will provide ELIA with any information that might affect the subsequent course of the “Ready-to-Run”, “Nomination” and/or “Exploitation” Procedure(s). In particular, the Producer shall inform ELIA in good time of Forced Outages and/or additional scheduled work, whereby the Producer will give NRR Status to the Production Unit concerned in the W-1 procedure.
- 5.4 No later than on Tuesday of week W-5 at 4 p.m., the Producer shall provide ELIA with:
- the Pmax available and Pmin available values per Production Unit for week W;

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<sup>3</sup> In this case, ELIA will inform the Producer as soon as possible. ELIA undertakes to keep any costs involved as low as possible. The Parties acknowledge the need for consultation.

<sup>4</sup> RV Status applies to Production Units undergoing revision (servicing), in accordance with Appendix 2.

- the cumulative Pestimated value for all Production Units at 11.45 a.m.<sup>5</sup> for each Day D in week W.

5.5 Based on the S or SR Status, the Producer will take the measures needed to ensure that the Production Unit concerned will be available on the Transmission Grid to generate electricity at the time stated by respectively the Producer and ELIA (week/day). On the basis of the NS or MNR Status, ELIA may at any time, without payment or compensation for the Producer, carry out work on the Transmission Grid which may mean that the injection and, as the case may be, the offtake<sup>6</sup> of power in the Transmission Grid by the Production Unit concerned is not possible at the time (week/day) stated respectively by the Producer and ELIA.

## **6 “READY-TO-RUN” PROCEDURE**

6.1 The purpose of the “Ready-to-Run” Procedure is to adapt the deployment schedule of the Production Units of the Producer for week W, as the case may be, in accordance with the safety, reliability and efficiency of the Transmission Grid. This procedure will be carried out weekly in week W-1 for the deployment schedule of the Production Units in week W.

6.2 The Producer will inform ELIA of the Status of the Production Units for week W no later than Tuesday of week W-1 at 4 p.m. Those Production Units will thus be given “Ready-to-Run” (RR) or “Not Ready-to-Run” (NRR) Status per week/day/hour for week W. The Producer shall also announce any significant changes with regard to the nominal adjustment speeds up and down and the minimum down-time and up-time per Production Unit and, as the case may be, per type of fuel.

Thereafter, ELIA may do the following no later than Thursday of week W-1 at 6 p.m.:

- keep deployable those Production Units indicated by the Producer as “Not Ready-to-Run” (NRR) at the time stated by ELIA – these Production Units will thus be given “Ready-to-Run Reserved” (RRR) Status; or
- impose “May Not Ready-to-Run” (MNRR) Status on a Production Unit listed by the Producer as “Ready-to-Run” (RR).

If a Production Unit has been given “Not-Stand-by” (NS) Status in the “Stand-by” Procedure, ELIA may impose “Ready-to-Run Reserved” (RRR) Status on that Production Unit. In this case, the Producer will make every reasonable effort to deploy the Production Unit concerned at the time stated by ELIA.

ELIA will pay the Producer for those modifications imposed by ELIA and carried out correctly by the Producer in accordance with Article 13.2.

6.3 No later than Tuesday of week W-1 at 4 p.m., the Producer will let ELIA know:

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<sup>5</sup> If necessary, ELIA will have the right to modify this time during the lifetime of the Contract.

<sup>6</sup> In this case, ELIA will inform the Producer as soon as possible. ELIA undertakes to keep any costs involved as low as possible. The Parties acknowledge the need for consultation.

- his forecasts for the expected load diagram of the Producer (peak values and low-load values) for each day of week W;
- the Pestimated value at the peak of the load for each hour of each day of week W (for pump stations, the predicted power offtake) for the Production Units with “Ready-to-Run” (RR) Status; for practical reasons these two figures will be entered in a 24-hour template;
- the Pmax available and Pmin available values per Production Unit for week W.

6.4 If a Production Unit is given “Stand-by Reserved” (SR) Status in the “Stand-by” Procedure and the Producer indicates that Unit as “Ready-to-Run” (RR), the Producer will reimburse to ELIA the payment that ELIA has made to the Producer, as the case may be, for imposing SR Status.

6.5 If a Production Unit is given “Stand-by Reserved” (SR) or “Stand-by” (S) Status in the “Stand-by” Procedure, the Producer may nevertheless, as the case may be, indicate that this Production Unit is “Not Ready-to-Run” (NRR).

If a Production Unit is given “Not Stand-by” (NS) Status in the “Stand-by” Procedure, that Production Unit can be given “Ready-to-Run” (RR) Status in the “Ready-to-Run” Procedure at the request of the Producer, subject to prior agreement from ELIA and, as the case may be, payment from the Producer to ELIA in accordance with Article 13.2. If ELIA refuses the Producer’s request, ELIA shall give reasons for doing so.

6.6 If the Producer indicates that a Production Unit is “Not Ready-to-Run” (NRR) and ELIA does not change that Status or imposes “Ready-to-Run Reserved” (RRR) Status on that Production Unit, the Producer may deploy that Production Unit himself on D-1 or on D in the “Nomination” or “Exploitation” Procedure, subject to the prior agreement of ELIA. In this case, the Producer will pay ELIA for reasonable and demonstrable costs incurred directly by the modification concerned, and any payment that ELIA has made to the Producer, as the case may be, for imposing SR and/or RRR Status will be reimbursed to ELIA by the Producer.

6.7 If a Production Unit is given “Revision” (RV) Status in the “Stand-by” Procedure, that PU may be given “Ready-to-Run” (RR) Status in the “Ready-to-Run” Procedure at the request of the Producer, subject to the prior agreement of ELIA and, as the case may be, payment by the Producer to ELIA in accordance with Article 13.2.

6.8 If ELIA wishes the Producer to implement a start-up and, if necessary, an Incremental on the Production Unit (with RR or RRR Status) that has been started up or a Decremental on a particular period (day/hours) in week W compared with the estimate of predicted production as specified in 6.3, then ELIA will inform the Producer thereof in the “Ready-to-Run” Procedure. In the “Nomination” Procedure, the Producer shall include the Instructions for the start-up and the power specified by ELIA to be generated in the Daily Access Programme of the Production Unit concerned, in accordance with the technical characteristics of that Production Unit. The payments relating hereto are described in Article 13.2 and will be paid by ELIA to the Producer.

6.9 After completion of the “Ready-to-Run” Procedure, the Producer will provide ELIA in good time with any information that might affect the subsequent course of the “Nomination” and/or “Exploitation” Procedure(s). In particular, the Producer shall keep ELIA informed of any Forced Outages that would make it impossible to deploy a Production Unit with RR or RRR Status. In this case, any

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payment made by ELIA to the Producer for imposing a Status in relation to the Production Unit concerned (e.g. SR and/or RRR), as the case may be, will be reimbursed to ELIA by the Producer.

- 6.10 If the safety, reliability and/or efficiency of the Transmission Grid so requires, ELIA may, as the case may be, impose additional modifications to the deployment schedule of the Producer after the "Ready-to-Run" Procedure and up to Day D-2, subject to payment in accordance with Article 13.1. In this case, the Producer shall make all reasonable efforts to present to ELIA price offers in accordance with Article 13.1 and, if ELIA accepts them, to effect such modifications at the time stated by ELIA.
- 6.11 Based on the RR or RRR Status, the Producer will take the measures needed to ensure that the Production Unit can be deployed on the Transmission Grid at the time (week/day/hour) stated respectively by the Producer and ELIA. Based on the start-up Instructions imposed by ELIA and on the power to be generated specified by ELIA, the Producer will take the requisite measures to ensure that the Production Unit carries out those Instructions at the time (week/day/hour) indicated by ELIA. For each Production Unit with RR or RRR Status, ELIA may have that Production Unit started up by the Producer and modify the Daily Access Programme in accordance with the modalities and payments of the present Contract. On the basis of the NRR or MNRR Status, ELIA may at any time, without payment or compensation for the Producer, carry out work on the Transmission Grid which may mean that the injection of power into the Transmission Grid by the Production Unit concerned is not possible at the time (week/day/hour) stated respectively by the Producer and ELIA.

## **7 "NOMINATION" PROCEDURE**

- 7.1 The Production Units will be indicated by the Producer in the "Nomination" Procedure on Day D-1 with a Daily Access Programme and Daily Coordination Programme for Day D. The Producer will send these programmes and also the Pmax available and Pmin available values to ELIA on a quarter-hourly basis no later than at the Day-Ahead Physical Nomination Time on Day D-1. In the event that a Production Unit is included in an SGR contract, the Producer must send these values to ELIA no later than 10 a.m. in D-1.
- 7.2 The "Nomination" Procedure applies to all the Production Units listed in Appendix 1A. The Daily Access Programme takes account of the "May Not Ready-to-Run" (MNRR) Status set by ELIA in week W-1 in the sense that the Producer indicates such Production Units with 0 MW as the power to be injected or, as the case may be, with a quantity of MW that is smaller than the figure given by ELIA in week W-1. No new Statuses will be passed on in the "Nomination" Procedure (except for FO, PU and AV, as described in Appendix 2).

If ELIA establishes that the programmes supplied contain inconsistencies, ELIA may declare the programmes invalid. In that case, the Producer must submit a new programme as soon as possible. This does not incur an entitlement to compensation from ELIA to the Producer. Daily Access Programmes considered valid by ELIA will be considered by the Parties as Nominations.

- 7.3 Thereafter (after 2 p.m. on Day D-1), ELIA may modify the Nominations on the basis of the I/D Bids in the Daily Coordination Programme, in accordance with the payments specified in Article 13.2. In this respect, ELIA may insist, among other things, that the Producer start up additional Production

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Units (for which the Status of RR or RRR was specified in the “Ready-to-Run” Procedure), or that operating Production Units be shut down or a combination of these alternatives. The Producer will take the requisite measures to ensure that the I/Ds imposed by ELIA and/or its start-up and/or shutdown instructions are actually carried out.

The requisite information about modifications to the Nominations will be made available to the Producer by ELIA no later than 6 p.m. on Day D-1.

- 7.4 Any demonstrable additional costs incurred by ELIA in relation to its congestion management as a result of invalid Daily Access Programmes from the Producer will be borne by the Producer.
- 7.5 If a Production Unit is given “Revision” (RV) Status in the “Ready-to-Run” Procedure, then the Producer can put that Production Unit into the “Nomination” Procedure himself, subject to the written agreement of ELIA and, as the case may be, the making of a payment by the Producer to ELIA in accordance with Article 13.1.

## **8 “INTRADAY NOMINATION” PROCEDURE**

- 8.1 The Producer has the right to list the Production Units in the “Intraday Nomination” Procedure with a new Daily Access Programme and a new Daily Coordination Programme for Day D.

This procedure applies to all the Production Units listed in Appendix 1B. The transition from Appendix 1A to Appendix 1B is explained in Appendix 1C.

The Statuses used in the “Intraday Nomination” Procedure are the same as those used in the “Nomination” Procedure.

- 8.2 A Daily Access Programme and a Daily Coordination Programme are valid on condition that the following rules are complied with:

- The Producer may submit a new Daily Access Programme and a new Daily Coordination Programme for each 15-minute period. ELIA will only take into account the last Daily Coordination Programme submitted at the end of each quarter-hour. With regard to Day D, the ARP may submit a new Daily Access Programme and a new Daily Coordination Programme starting at 6 p.m. on Day D-1 until 10.45 p.m. on Day D. ELIA reserves the right to limit the number of submitted Daily Access Programmes and Daily Coordination Programmes.
- The new Daily Access Programme and the new Daily Coordination Programme must be in ELIA’s possession at least 45 minutes before the time at which the change is intended to take effect.
- The Producer shall not propose any changes in the Red Control Areas, with the exception of
  - a tertiary reserve activation or programme change, or
  - a change of Status, or

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- a change of Power (production level in MW), Pmin and Pmax available for Production Units with a fuel type “WI” and “HU” as defined in Appendix 1A/B. (power output defined by wind/run of river)
- The requisite information about the Electricity Areas within which changes in relation to the “Intraday Nomination” Procedure are permitted will be made available to the Producer by ELIA at no later than 6 p.m. on Day D-1. ELIA reserves the right to modify this information in real time.
- Each new Daily Access Programme and Daily Coordination Programme will take account of the reservations and programme changes – with the exception of compensation – that ELIA has requested in the context of congestion management throughout all procedures, including requests in real time in relation to the balancing arrangement in the ELIA control area.
- The Producer has the right to change the following data (see also Appendix 9): Per quarter-hour:
  - Power (production level in MW)
  - Status, including:
    - Configuration\*
    - Pmin Available
    - Pmax Available
    - Ramping rate up/down
    - Start fuel
    - Operational fuel (Fuel Type)
  - Price info
    - Intraday Incremental price, as per Article 13.2.6
    - Intraday Decremental price, as per Article 13.2.6

\* the Producer and ELIA hereby unambiguously agree the disaggregation rules (changeover from Power per Configuration to Power per Axis) and the aggregation rules (changeover from Power per Axis to Power per Configuration) (see Appendix 1C), which ELIA will implement for the purpose of carrying out its grid safety calculations.

- ELIA reserves the right to limit the number of changes, the number of units involved, the I Bid or D Bid volume or the volume per area.
- The new Daily Access Programme and the new Daily Coordination Programme come into effect 45 minutes after the expiry of the quarter-hour in which ELIA has received the new Daily Access Programme and the new Daily Coordination Programme.
- Each new Daily Access Programme and new Daily Coordination Programme will contain the same Prices information as required for the “Nomination” Procedure, except for the “Day-Ahead Prices”, but including the Fast Reserve Programme (see section 11.2). The Parties

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will agree on the format in which the Producer must provide this information (see Appendix 9) to ELIA.

All valid Daily Access Programmes will be considered by the Parties as Nominations.

However, that validity does not restrict ELIA's right to accept or reject the Daily Access Programme. In the event of a refusal, ELIA will give reasons for its decision.

ELIA will inform the Producer of its decision at least 15 minutes before the time when the new Daily Access Programme and/or the new Daily Coordination Programme is/are intended to come into effect.

Upon acceptance, the Parties agree to consider the new Daily Access Programme and the new Daily Coordination Programme as a reference and a basis for future modifications.

## **9 "EXPLOITATION" PROCEDURE**

9.1 In the "Exploitation" Procedure (during Day D), ELIA may further modify the Nominations on the basis of the Daily Coordination Programme in accordance with the payments specified in Article 13.2. The Producer will take the requisite measures to ensure that the I/Ds imposed by ELIA are carried out in accordance with the characteristics of the Production Units as stated in the Daily Coordination Programme. This procedure applies to all the Production Units listed in Appendix 1B. The transition from Appendix 1A to Appendix 1B is explained in Appendix 1C.

9.2 During Day D, the Producer shall inform ELIA of any new Instruction intended for a Production Unit. ELIA may refuse the Instruction in full or in part if the consequences thereof might compromise the safety, reliability and/or efficiency of the Transmission Grid in accordance with ELIA's operating criteria for the Transmission Grid. This rejection by ELIA applies for a period as specified by ELIA and announced to the Producer. If ELIA rejects this new Instruction, then a distinction will be made between the two following cases: rejection without imposition of I/Ds and refusal with imposition of I/Ds, depending on the result of the comparisons below.

The following abbreviations will be used below to specify those two cases:

- **P:** value of the Programme (the Nomination) whether or not already modified by ELIA for the unit concerned for a particular moment;
- **NSP:** new Set Point proposed by the Producer for the unit concerned for a particular moment;
- **Lim:** limit value (not to be exceeded upwards and/or downwards) laid down by ELIA for the unit concerned for a particular moment. If ELIA sets the same value for Lim as for P, this will be equivalent to a complete refusal.

### **Comparison 1:**

The difference (in absolute value) between the new Instruction (in MW) and the Programme is equal to or greater than the difference (in absolute value) between the limit set by ELIA and the Programme, which can be expressed mathematically as:

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$$\text{ABS}[\text{NSP} - \text{P}] \geq \text{ABS}[\text{Lim} - \text{P}]$$

### **Comparison 2:**

The new Instruction (in MW) and the limit set by ELIA are both either greater or smaller than the Programme, which can be expressed mathematically as:

$$\text{SIGN}[\text{NSP} - \text{P}] = \text{SIGN}[\text{Lim} - \text{P}]$$

- If one of the conditions is not fulfilled, then the difference between the limit set by ELIA and the Programme shall be considered as an I or a D depending on the sign of the deviation. This I or D begins when execution of the Instruction is requested and for a period specified by ELIA and announced to the Producer. After this period, the Producer may propose another Instruction. A refusal of this sort will be indicated by the term 'refusal with imposition of I/Ds'.
- If both conditions are fulfilled, then all the direct and indirect costs incurred through ELIA's rejection of the new Instruction shall be borne by the Producer. After a rejection by ELIA, the Producer may propose modified Instructions for another Production Unit to ELIA. A rejection of this type will be indicated by the term 'refusal without imposition of I/Ds'.

9.3 During Day D, ELIA may also impose new Instructions for a Production Unit at its own initiative. The same philosophy applies as in Article 9.2; Lim must only be considered as the new Instruction imposed by ELIA and NSP as the last applicable Instruction.

9.4 Each I and D imposed by ELIA will be corrected ex-post in accordance with Appendix 8. The corrected values will be made available to the Producer on D+1.

9.5 The Producer will inform ELIA of a Forced Outage as quickly as possible. The Producer will also inform ELIA as soon as possible what the suspected cause is and when the Production Unit is expected to be available again. "Urgent market messages" sent by the Producer under the legal requirements on transparency will also be taken into account by ELIA for the communication of the information described in this article.

## **10 ADDITIONAL PROVISIONS**

10.1 If ELIA imposes reservations that cannot be implemented technically in terms of the adjustment speeds up and down or the minimum down-times or in terms of staffing, then the Producer shall propose an alternative to ELIA in good time, for which payment will be charged in accordance with Article 13.2.

10.2 The Producer informs ELIA on Day D-1 and also on Day D of the power output range intended for the Primary and Secondary Control Service. ELIA can ask for I/Ds in this power output range if those I/Ds do not compromise the Primary and Secondary Control Service according to the operating criteria for the Production Units specified by the Producer.

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- 10.3 If a Production Unit is included in an SGR contract, no I/D Bids will be requested within the framework of this Contract. Activation of power, if it occurs, and the related payments will be performed in line with the conditions set down in the SGR contract.
- 10.4 In the list of Production Unit, the Producer will take account of the staffing of the Production Units, which, as the case may be, implies limitations for simultaneous operations (start-up, shutdown, simultaneous adjustment up or down) in Production Units located at the same site. A list of these Production Units can be found in Appendix 3.
- 10.5 The stipulations of the rescue code and restoration code drawn up by ELIA will, as the case may be, be applied to the Production Units of the Producer. ELIA shall specify the changes to the rescue code and restoration code and will inform the Producer thereof as soon as possible. The current versions of the rescue code and restoration code are available on the ELIA website ([http://com.ELIA.be/optiext/optiextension.dll?ID=8q\\_OA9m\\_S5CS888C](http://com.ELIA.be/optiext/optiextension.dll?ID=8q_OA9m_S5CS888C)).
- 10.6 For every site where there are several existing Production Units and where the sum of the installed capacity is equal to or greater than 1,000 MW, efforts will be made to ensure that no more than 1,000 MW of production capacity per site becomes unavailable at the same time.
- 10.7 Each I or D imposed by ELIA and corrected in accordance with Article 9.4 will be taken into account when calculating the quarter-hourly imbalance of the Producer under the Access Responsible Party Contract.

## **11 RESERVE CAPACITY**

- 11.1 In accordance with Article 233 of the Grid Code for operation of the electricity Transmission Grid and access thereto, ELIA evaluates and determines the primary-, secondary- and tertiary-reserve power that is needed to guarantee the safety, reliability and efficiency of the Transmission Grid. Each year, ELIA shall submit its evaluation method and the results thereof to CREG for approval.
- 11.2 In accordance with CREG Decision (B)1808 dated on 18 October 2018<sup>7</sup>, regarding approval of the evaluation method for and determination of the primary-, secondary- and tertiary-reserve power, no distinction shall be made anymore between the needs of the system as a whole and the needs of the 'standard system' as of 2019.

## **12 EXCHANGE OF INFORMATION CONCERNING PERFORMANCE OF THE CONTRACT**

- 12.1 The exchange of information between the Parties concerning performance of the Contract will be done either through real-time communication or through off-line communication.

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<sup>7</sup> The CREG reserves the right to review this approach, as specified in point 70 of CREG Decision (B)1808 dated on 18 October 2018.

- 12.2 Real-time communication accompanying modifications to the Daily Access Programme during Exploitation (Day D) is conducted by electronic message, but is also confirmed by phone if necessary between the Producer's dispatching and ELIA's dispatching.
- 12.3 The electronic real-time communication protocols are specified by ELIA in accordance with Appendix 9.
- 12.4 The Parties agree that real-time phone communications will be recorded in the dispatching departments of the Producer and/or ELIA if the Parties consider this relevant to their needs. The Parties accept the principle and the need to record these communications. With regard to their value as evidence in law, the Parties acknowledge that the recordings of these communications are permissible as proof – for example, in the settlement of a dispute relating to the present Contract. Both Parties shall inform their respective employees about the existence and/or possibility of recordings and about the existence and/or possibility of recordings by the other Party.
- 12.5 All communication in the "Revision", "Stand-by", "Ready-to-Run" and "Nomination" Procedures will be considered off-line communication.
- 12.6 All off-line communication is done electronically in accordance with the communication protocols specified by ELIA according to Appendix 9.
- 12.7 The exchange of information concerning the performance of the Contract will be directed to the respective contact persons of the Parties, as mentioned in Appendix 4.
- 12.8 The schedule for all recording and process-related communications will be agreed between the Parties. In the absence of agreement, it will be specified by ELIA.
- 12.9 All recording will be based on the measurements, counts and signals managed by ELIA unless the Producer can demonstrate that a significant error has occurred in those recordings. In this case, the Parties will consult each other in order to repair the significant error in the recording.
- 12.10 The Producer recognises the importance of this Contract and undertakes to provide ELIA with the most accurate information at all times.

### **13 PAYMENT**

- 13.1 The provisions of this Article 13 apply to the payments mentioned elsewhere in this Contract and for which reference is made to this article.
- a) Subject to the reserve of other specific provisions, if one Party can take a decision whereby that Party must pay the other Party in accordance with the present Contract, then the requesting Party shall ask the supplying Party for a price offer. The supplying Party must send that price offer within 10 working days for the "Revision" Procedure, within five working days for the "Stand-by" Procedure, and within 48 hours for the "Ready-to-Run" Procedure, and may only pass on the charge for reasonable and demonstrable costs directly incurred through the modification concerned. The supplying Party must provide proof of those reasonable and demonstrable costs at the request of the requesting Party.

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- b) If those costs are disputed by the requesting Party, then the Parties will appoint an expert by mutual consultation as fast as possible, and no later than within 10 working days of receipt of the price offer by the requesting Party. If the Parties do not come to an agreement about the appointment of an expert within the aforementioned period, then the first Party to take action may request the Presiding Judge of the Commercial Court in Brussels to appoint an expert. The requisite reasonable measures will be taken by the Parties to have the costs concerned audited by the expert. The supplying Party must facilitate the task of the expert by providing him with the requisite documentary proof in good time and grant him access, under the cloak of confidentiality, to the necessary books and information (including computerised information) and to the requisite Installations as the case may be. The expert shall send his audit report to both Parties no later than 45 working days after his appointment. If it appears from the audit report that the reasonable and demonstrable costs directly incurred through the modification concerned were less than 0.8 times the price offer, then the Parties will modify the disputed costs on the basis of this report. Remuneration for the expert will be paid by both Parties, with each Party paying half of the remuneration. If the Parties dispute a payment in relation to the imposition of a modification by ELIA to the Statuses of a particular Production Unit before the modification is actually implemented, the Producer shall nevertheless take the requisite measures to ensure that the Status imposed by ELIA is applied to that Production Unit in accordance with the procedures as specified above.
- c) ELIA will pay the Producer for the reasonable and demonstrable costs directly incurred through any modification imposed by ELIA on the Producer. This will be taken to mean only those costs over and above the situation where that modification had not been imposed, for items such as extra staffing costs or the additional costs involved in postponing work on a Production Unit.
- d) The Producer will pay ELIA for the reasonable and demonstrable costs directly incurred through any modification requested by the Producer and approved by ELIA. This will be taken to mean only those costs over and above the situation where that modification had not been imposed, for items such as extra staffing costs and/or the additional costs involved in postponing work on the Transmission Grid or a Connection Installation.

## 13.2 Specification of the payments

### 13.2.1 "Listed" Procedure

If for a certain period ELIA sets a "Listed Reserved" (LR) Status for a Production Unit that the Producer indicated as "Not Listed (NL)", then ELIA will pay the Producer for the reasonable and demonstrable costs directly incurred through the modification concerned. The provisions relating to this payment – including the provisions relating to the right to payment – form part of a separate contract to be concluded by the Parties. This separate contract shall also specify the conditions under which the Producer can use a Listed Reserved Production Unit for his own requirements.

### 13.2.2 "Revision" Procedure

If ELIA imposes modifications to the revision (servicing) schedule of a Production Unit, then ELIA will pay the Producer for the reasonable and demonstrable costs directly incurred by the modification(s) concerned.

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If the Producer requests modifications to the revision (servicing) schedule of a Production Unit and ELIA approves them, then the Producer will pay ELIA for the reasonable and demonstrable costs directly incurred by the modification(s) concerned.

#### 13.2.3 “Stand-by” Procedure

If ELIA sets a “Stand-by Reserved” (SR) Status for a Production Unit that the Producer indicated as “Not Stand-by” (NS), then ELIA will pay the Producer for the reasonable and demonstrable costs directly incurred by the modification(s) concerned. Such modifications will be referred to hereinafter by the term ‘Reservations’.

If ELIA imposes “May-Not-Run” (MNR) Status on a Production Unit that the Producer indicated as “Stand-by” (S), then a note will be made of this in the Stand-by Procedure. The Producer will put the Production Unit notionally back into the Ready-to-Run Procedure as (M)NRR, whereby the Status of “May Not Ready-to-Run” (MNRR) will automatically be assigned and whereby payment will be made in accordance with the “Ready-to-Run” Procedure in Article 13.2.4 (b).

#### 13.2.4 “Ready-to-Run” Procedure

- a) If ELIA imposes the start-up of a Production Unit (with RR or RRR Status), then ELIA will pay the Producer the start-up price for that Production Unit in accordance with the price formula in Article 13.2.7. Such start-ups will only be paid for by ELIA if the Production Unit was expected with a Zero Programme according to the production estimate.

If ELIA imposes an I<sup>8</sup> on a Production Unit, then ELIA will pay the Producer at the contractual Incremental price (see below: Price I Bid).

- b) If ELIA imposes a D<sup>9</sup> on a Production Unit, then the Producer will pay ELIA at the contractual decremental price (see below: Price D Bid).

- c) The prices relating to the Incremental bids (in € per MWh) according to the “Ready-to-Run” Procedure will be presented to ELIA by the Producer per Production Unit with the aid of the following formula – the parameters are defined in accordance with Article 13.2.8:

- $\text{Price I Bid} = \{FC(I) + BHK + \text{External (I)} + \text{ExtraROM (I)}\}$  to be paid by ELIA to the Producer.

The prices relating to the Decremental bids (in € per MWh) according to the “Ready-to-Run” Procedure will be presented to ELIA by the Producer per Production Unit with the aid of the following formula – the parameters are defined in accordance with Article 13.2.8:

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<sup>8</sup> In this case, I will be calculated on the basis of the production estimate, instead of on the basis of the programme.

<sup>9</sup> In this case, I will be calculated on the basis of the production estimate, instead of on the basis of the programme.

- Price D Bid<sup>10</sup> = {FC(D)xLfuel + External (D) + ExtraROM (D)} to be paid by the Producer to ELIA.
- d) If ELIA makes a Production Unit MNRR although it had been indicated by the Producer as “Ready-to-Run” (RR), the Producer is paid by ELIA for the reasonable and demonstrable costs directly incurred through the modification concerned. The provisions relating to said payment, including the provisions relating to pay-outs, are part of a separate agreement to be signed by the parties. In all cases the following rules apply to the payment to be made by ELIA to the Producer:
- a capacity payment for the Production Unit concerned – namely five hundred euro (€500) per MW of capacity and per calendar day of imposed unavailability or €25 (twenty-five euro) per MW of capacity per hour of imposed unavailability if that unavailability is less than one calendar day. Maximum capacity is estimated at Pmax available.
  - 75% of the start-up cost of the relevant Production Unit.

The sum of such modifications will be referred to hereinafter by the term ‘Reservations’.

- e) If ELIA sets RRR Status for a Production Unit that the Producer indicated as “Not-Ready-to-Run” (NRR), then ELIA will pay the Producer for the reasonable and demonstrable costs directly incurred by the modification(s) concerned. Such modifications will be referred to hereinafter by the term ‘Reservations’.
- f) If, in accordance with Article 6.4, a Production Unit is given “Stand-by Reserved” (SR) Status in the “Stand-by” Procedure and the Producer indicates that Unit to ELIA as “Ready-to-Run” (RR), the Producer will reimburse the payment that ELIA made to the Producer, as the case may be, for reasonable and demonstrable costs directly incurred through imposing SR Status. Such reimbursements will be referred to hereinafter by the term ‘Recuperations of Reservations’.
- g) If, in accordance with Article 6.4, a Production Unit is given “Not Stand-by” (NS) Status in the “Stand-by” Procedure, that Production Unit can be given “Ready-to-Run” (RR) Status in the “Ready-to-Run” Procedure at the request of the Producer, subject to the prior agreement of ELIA. In this case, the Producer must pay ELIA for the reasonable and demonstrable costs directly incurred through the modification concerned. Such modifications will be referred to hereinafter by the term ‘Deviations from prior agreements’.
- h) If, in accordance with Article 6.6, a Production Unit is given “Revision” (RV) Status in the “Stand-by” Procedure, that Production Unit can be given “Ready-to-Run” (RR) Status in the “Ready-to-Run” Procedure at the request of the Producer, subject to the prior agreement of ELIA. In this case, the Producer must pay ELIA for the reasonable and demonstrable costs directly incurred through the modification concerned. Such modifications will be referred to hereinafter by the term ‘Deviations from prior agreements’.

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<sup>10</sup> D Bid prices are limited to the lowest I Bid prices in the case of congestion and with payment from the same Producer.

### 13.2.5 Nomination Procedure

- a) The prices relating to the Incremental bids (in € per MWh) according to the “Nomination” Procedure will be presented to ELIA by the Producer per Production Unit with the aid of the following formula – the parameters are defined in accordance with Article 13.2.8:

- Price I Bid = {1.1 x (FC(I) + BHK) + External (I) + ExtraROM (I)} to be paid by ELIA to the Producer.

The prices relating to the Decremental bids (in € per MWh) according to the “Nomination” Procedure will be presented to ELIA by the Producer per Production Unit with the aid of the following formula – the parameters are defined in accordance with Article 13.2.8:

- Price D Bid<sup>11</sup> = {L<sub>fuel</sub> x (FC(D) - BHK) + External (D)} to be paid by the Producer to ELIA.
  - To be paid by the Producer to Elia in the case of positive prices.
  - To be paid by Elia to the Producer in the case of negative prices.

- b) If ELIA wishes to shut down a Production Unit that was indicated by the Producer as available (AV) with a Non-Zero Programme, the Producer is paid by ELIA for the reasonable and demonstrable costs directly incurred through the modification concerned. The provisions relating to said payment, including the provisions relating to pay-outs, are part of a separate agreement to be signed by the Parties. In all cases the following rules apply to the payment to be made by ELIA to the Producer:

- Clean spread based on the following formula – the parameters are defined in accordance with Article 13.2.8; it is at least equal to a capacity payment for said Production Unit – namely five hundred euro (€500) per MW of capacity per calendar day of imposed shutdown or six euro twenty-five cents (€6.25) per MW of capacity per quarter-hour of imposed shutdown if that shutdown amounts to less than one calendar day. Maximum capacity is estimated at P<sub>max</sub> available.

$$\text{MAX}(\text{€}25; (\text{Pepex} - \text{FC} - \text{External}) \times \text{Pmax available per hour})$$

- The start-up price of the Production Unit concerned.
- c) If ELIA wishes to shut down a Production Unit that has been indicated as available (AV) with a Zero Programme, the Producer is paid by ELIA for the reasonable and demonstrable costs directly incurred through the modification concerned. The provisions relating to said payment, including the provisions relating to pay-outs, are part of a separate agreement to be signed by the Parties. In all cases the following rules apply to the payment to be made by ELIA to the Producer:

a capacity payment for the Production Unit concerned; namely two hundred and fifty euro (€250) per MW of capacity per calendar day of imposed shutdown or two euro fifty cents

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<sup>11</sup> D Bid prices are limited to the lowest I Bid prices in the case of congestion and with payment from the same Producer.

(€2.50) per MW of capacity per quarter-hour of imposed shutdown if that shutdown amounts to less than one calendar day. Maximum capacity is estimated at Pmax available.

€10 x Pmax available per hour

The sum of such modifications will be referred to hereinafter by the term 'Reservations'.

- d) If, in accordance with Article 6.5, the Producer indicates to ELIA that a Production Unit is "Not Ready-to-Run" (NRR) in week W-1 and ELIA imposes "Ready-to-Run Reserved" (RRR) Status on that Production Unit, then the Producer may put that Production Unit into the "Nomination" Procedure himself<sup>12</sup>. In this case, the Producer will reimburse the payment that ELIA made to the Producer, as the case may be, for reasonable and demonstrable costs directly incurred through the imposition of SR Status (if it occurs) and RRR. The Reservations will therefore be reimbursed, but not the Incrementals and start-ups. Such reimbursements will be referred to hereinafter by the term 'Recuperation of Reservations'.
- e) If ELIA imposes a start-up on the Producer for a particular Production Unit, then the Start-up price will be charged by the Producer to ELIA in accordance with Article 13.2.7.
- f) If, in accordance with Article 6.5, a Production Unit is given "Not Ready-to-Run" (NRR) Status in the "Ready-to-Run" Procedure, then the Producer can put that Production Unit into the "Nomination" Procedure himself. In this case, the Producer must pay ELIA for the reasonable and demonstrable costs directly incurred through the modification concerned. Such modifications will be referred to hereinafter by the term 'Deviations from prior agreements'.
- g) If, in accordance with Article 7.4, a Production Unit is given "Revision" (RV) Status in the "Ready-to-Run" Procedure, then the Producer can put that Production Unit into the "Nomination" Procedure himself, subject to the written agreement of ELIA. In this case, the Producer must pay ELIA for the reasonable and demonstrable costs directly incurred through the modification concerned. Such modifications will be referred to hereinafter by the term 'Deviations from prior agreements'.
- h) If, in accordance with Article 6.5 or 7.4, the Producer indicates a Production Unit to ELIA as "Not Ready-to-Run" (NRR) or as "Revision" (RV) in week W-1, then the Producer may put that Production Unit into the "Nomination" Procedure himself. In these cases, the Producer will reimburse the payment that ELIA made to the Producer, as the case may be, for reasonable and demonstrable costs directly incurred through the imposition of SR or RVR Status (if it is imposed). Such reimbursements will be referred to hereinafter by the term 'Recuperation of Reservations'.

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<sup>12</sup> i.e. the Producer sends a Daily Access Programme whose scale is larger than that which ELIA ordered in W-1.

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### 13.2.6 “Exploitation” Procedure

- a) Payments for the “Exploitation” Procedure will be calculated on the basis of the quantities of power (upwards or downwards) ordered by ELIA as defined in Appendix 8, multiplied by the prices set out in the most recent valid Daily Coordination Programme.

The prices of the Incremental bids (in € per MWh) according to the “Exploitation” Procedure will be presented daily on D-1 – and whenever considered necessary in the updated Intraday Nomination Procedure through a valid new Daily Coordination Programme – by the Producer to ELIA per Production Plant (in accordance with Appendix 1B):

- The I Bid prices sent by the Producer will be unrestricted but positive.
- Only I Bid prices lower than the maximum lump-sum price for negative imbalance (NEGj), as set down in section 6.7.2 of the Functioning Rules for the Strategic Reserve, will be regarded as valid bids.
- The Producer is required to propose a valid I bid price for Production Plants with a Coordinability Level (CL as defined and laid down in Appendix 1B).

The prices of the Decremental bids (in € per MWh) according to the “Exploitation” Procedure will be presented daily on D-1 – and whenever considered necessary in the updated Intraday Nomination Procedure through a valid new Daily Coordination Programme – by the Producer to ELIA per Production Unit (in accordance with Appendix 1B):

- The D Bid prices sent by the Producer are unrestricted and may be positive (the Producer pays ELIA for the drop in Production) or negative (ELIA pays the Producer for a drop in Production).
  - The Producer is required to propose a valid D bid price for Production Plants with a Coordinability Level (CL as defined and laid down in Appendix 1B) .
  - For Production Plants with a Coordinability Level of LC, all D bid prices of higher than - €3,000 shall be regarded as valid bids.
- b) If, in accordance with Article 6.6, the Producer indicates to ELIA that a Production Unit is “Not Ready-to-Run” (NRR) in week W-1 and ELIA imposes “Ready-to-Run Reserved” (RRR) Status on that Production Unit, then the Producer may put that Production Unit into the “Exploitation” Procedure himself, subject to the prior agreement of ELIA. In this case, the Producer will reimburse the payment that ELIA made to the Producer, as the case may be, for reasonable and demonstrable costs directly incurred through the imposition of SR (if it is imposed) and RRR Statuses. The Reservations will therefore be reimbursed, but not the Incrementals and start-ups already implemented. Such reimbursements will be referred to hereafter by the term ‘Recuperation of Reservations’.
- c) If ELIA imposes a start-up on the Producer for a particular Production Unit, then the Start-up Price will be charged by the Producer to ELIA in accordance with Article 13.2.7.

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- d) For a Flexible-Access Production Unit, ELIA issues an order for shutdown or decrement as part of congestion management. This is not regarded as a bid in the context of the “Exploitation” Procedure, and therefore it shall not give rise to the correction, described in the ARP Contract, of the Balancing Perimeter or to any payment.

### 13.2.7 Start-up prices

In week W-1, on Day D-1, on Day D and in Intraday, the prices (in €) for the start-up of Production Units are calculated as presented in Appendix 5.

- a) Start-up prices are only paid by ELIA if ELIA expressly orders the additional start-up of a particular Production Unit – in Intraday including the desired Configuration – in accordance with Appendix 13, and providing the following conditions are met:
- the last production programme received before the production unit is started up must be lower than or equal to the Pmin\_available for all the quarter-hours of the imposed Incremental, and for all the quarter-hours of the quarters before and after the end of the imposed Incremental;
  - the power actually injected by a Production Unit before ELIA requested the I bid and consequently the start of the Production Unit must be lower than or equal to the Pmin\_available;
  - the power actually injected by a Production Unit in the during the first quarter-hour following an imposed Incremental, following the start-up of the Production Unit, must always be equal to the requested power in this quarter-hour.

Start-up costs of one or more Production Units after another Production Unit has broken down are the entire responsibility of the Producer.

### 13.2.8 Parameters for determining the I/D Bid prices

The prices (mentioned above) will be determined per Production Unit in relation to the Class of each Production Unit concerned. The Class of a Production Unit is specified in Appendix 1A,

where:

- FC (fuel cost): this parameter is derived from:
  - the average specific consumption (S) of the Production Unit set out in Appendix 1A;
  - the fuel concerned for the bid under consideration, as indicated in Appendix 6;
  - the published expected market price of that fuel in accordance with the method described in Appendix 6 and sent by the Producer to ELIA on Tuesday of week W-1 according to the modalities specified by ELIA.
- BHK (Management Costs): the payment representing all direct and indirect costs associated with management of the fuels, excluding those costs directly linked to exceeding the subscribed gas capacity. All cases of exceeding the subscribed gas capacity

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that are caused by ELIA must *a priori* be announced to ELIA. At the same time as that warning, the Producer will provide an indication of the costs associated with this. Without an *a priori* warning, an indication of the related costs and the written agreement of ELIA, the Producer cannot recover the related costs from ELIA. This parameter is set at 5% of the FC;

- Lfuel: a logical value which is 0 in the case of Production Units where recuperation of fuel is not possible, such as Nuclear Production Units and Production Units that burn waste gases (e.g. blast-furnace gas), and which is 1 for all other types of Production Units – Appendix 1A explicitly indicates this parameter per Production Unit;
- External: this parameter includes any external costs that are reasonable and can be demonstrated by the Producer which are directly incurred through the modification concerned (for example, in relation to the legal obligations for the environment, such as the price for CO<sub>2</sub> emissions (see Appendix 6));
- ExtraROM (Marginal Revision, Operation and Maintenance costs): this parameter is a lump-sum payment of €2 per MWh to be applied to I prices. No lump-sum payment is applied to D prices;
- Pepex: the day-ahead hourly price of the Belgian Power Exchange.

#### 13.2.9 Forced Outages

In accordance with Article 6.9, if in week W-1 or on Day D-1 or on Day D the Producer cannot implement a modification on a Production Unit indicated by ELIA in another procedure because of a Forced Outage on that Production Unit, then the Producer shall reimburse ELIA for payments already made by ELIA in relation to that Production Unit – i.e. the Reservations (SR and RRR), the MNR and the Incrementals and the start-ups that have not yet been implemented (although there is no reimbursement for Decrementals, nor for Incrementals and start-ups already implemented). In particular, for Incrementals:

- imposed in W-1 with Forced Outage reported on D-1 or occurring on Day D;
- imposed on D-1 with Forced Outage occurring on Day D;
- imposed on D with Forced Outage occurring on Day D;

Those Incrementals will be paid back (cancelled) during the Forced Outage in line with the non-implemented part of the Incremental. Moreover, Incrementals imposed on Day D with Forced Outage occurring on Day D will be reimbursed according to the price stated by the Producer in the most recent valid Daily Coordination Programme. For the beginning and end of the Forced Outage, the end of the current quarter-hour (in which this beginning and/or end occurs) will be used. Start-ups imposed by ELIA will only be reimbursed if all the Incrementals imposed by ELIA for that day are cancelled in accordance with this article.

It is the responsibility of the Producer to provide the proof that demonstrates that the unavailability of the Production Unit concerned is the consequence of a Forced Outage as described in this Contract. The liability of the Producer, including for the fulfilment of his obligations as Access

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Responsible Party and under this Contract, will in no way be diminished or altered by possible reimbursements as mentioned above made by the Producer to ELIA.

13.3 After Day D, ELIA will check to see to what extent the Production Units classified by the Producer as

- “Listed” (L) in the “Listed” Procedure;
- “Not Revision” (NRV) in the “Revision” Procedure;
- “Stand-by” (S) in the “Stand-by” Procedure;
- “Ready-to-Run” (RR) in the “Ready-to-Run” Procedure;

constituted a quantity of production capacity for the Producer in order to fulfil his balance responsibility as Access Responsible Party for Day D, taking account of the reserves as specified in Article 11 and access to the Transmission Grid implemented by the Producer (coverage of the load within the Belgian control area, imports, exports, internal power transfers, etc.). If ELIA imposed reservations of Production Units in the aforementioned procedures as a result of insufficient production capacity by the Producer in order to fulfil his balancing responsibility as Access Responsible Party on Day D, then the Producer shall reimburse ELIA for the payment it made to the Producer for such reservations, plus 20%. The liability of the Producer for the fulfilment of his obligations, including his obligations as Access Responsible Party and under this Contract, will in no way be diminished or altered by possible reimbursements made by the Producer to ELIA as mentioned above.

13.4 The Parties hereby declare that account will be taken of the respective benefits – including technical benefits – that the Parties will derive from the present Contract. Those respective benefits are one of the reasons for which the Parties are concluding this Contract. The payments are concomitant effects. If, notwithstanding the foregoing, a decision were definitively taken by an authorised court or other authorised authority that those payments had to be reviewed – in full or in part – then the Parties would undertake to review those payments, with retroactive effect as the case may be, in accordance with the decision of the aforementioned court or authority.

## **14 ANALYSIS OF FORCED OUTAGES OR LIMITATIONS**

14.1 If any significant Forced Outage or limitation of a Production Unit occurs, ELIA may request the Producer to draw up a report thereof. This report will be sent to ELIA within 15 working days of the request. In addition to such reports and at all times including before they are drawn up, ELIA may pay a visit to the Production Unit concerned, with the full assistance of the Producer. The Producer will take the appropriate measures to ensure access to the Production Unit and provide ELIA with the requisite information.

14.2 Depending on the case, the aforementioned reports may contain the following information: starting-point situation, chronology of events, explanation, cause (chain of facts), anomalies, solutions, decision, alarm lists, follow-up and, as the case may be, a detailed list of the abbreviations used by the Producer. ELIA may ask for additional reasonable and necessary information and will obtain it from the Producer.

## **15 INVOICING AND PAYMENT**

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- 15.1 No later than by the fifteenth (15<sup>th</sup>) of each calendar month, ELIA will give the Producer a list of the payments as specified by ELIA in accordance with Article 13.3 for the transactions affecting the previous month. If it were to appear subsequently that this amount was not definitive or was insufficient, then ELIA will pay the list of outstanding amounts to the Producer as soon as possible. No later than on the twenty-fifth (25<sup>th</sup>) of each calendar month, the Producer will send ELIA the monthly invoice or, as the case may be, a credit note for the previous month including the following:
- a) The payments due from ELIA to the Producer in accordance with Article 13 throughout the various procedures. This information will be sufficiently detailed to enable ELIA to check the amounts concerned per procedure and per tariff period. Explanatory appendices to the monthly invoice will among other things contain each Production Unit reservation and each Incremental imposed by ELIA per day of the previous month, per procedure, per tariff period and per Production Unit, with the quantities concerned and unit prices for which the payments are due.
  - b) The foregoing payments will be reduced by the payments due from the Producer to ELIA in accordance with Article 13.3 throughout the various procedures. This information will be detailed to such an extent that ELIA can check the amounts concerned per procedure and per tariff period. Explanatory appendices to the monthly invoice will among other things contain each modification proposed by the Producer which is approved by ELIA and each Decremental imposed by ELIA per day of the previous month, per procedure, per tariff period and per Production Unit, with the quantities concerned and unit prices for which the payments are due.
  - c) All possible payments as specified by ELIA in accordance with Article 13.3 and submitted to the Producer in accordance with Article 15.1.
  - d) The bank account number of the Producer to which payment must be made or as the case may be, the Elia bank account number to which Producer shall make his payment.

The allocation structure to be used by the Producer is included in Appendix 11.

- 15.2 The invoiced amount must be paid in accordance with the conditions outlined in section 5 of the General Terms and Conditions.
- 15.3 If an invoiced amount is disputed, the undisputed amount(s) will nevertheless be paid. At the same time, the Party disputing an amount will inform the other Party of the disputed amount and the reasons for disputing it.

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Initial on behalf of ELIA

Initial on behalf of ARP

Drawn up in Brussels in two (2) copies, whereby each of the Parties acknowledges having received one original version.

**ELIA TRANSMISSION BELGIUM N.V.**, represented by:

**Patrick De Leener**  
Chief Officer Customers, Market & System

**Chris Peeters**  
Chief Executive Officer

**Date:**

**Date:**

«**Company**» represented by:

«**SignName1**»  
«SignPosition1»

«**SignName2**»  
«SignPosition2»

**Date:**

**Date:**

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Initial on behalf of ELIA

Initial on behalf of ARP