

**Balance Responsible Party Contract**

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**'BRP Contract'**

**!!! FOR INFORMATION PURPOSES ONLY!!**

**BRP Contract Reference: [•]**

**between:**

**ELIA SYSTEM OPERATOR NV/SA**, a company established under Belgian law, company registration number 0476.388.378, having its registered offices at Boulevard de l'Empereur 20 Keizerslaan,

B-1000 Brussels, validly represented by [•][•][•] and [•][•][•], in their respective capacities of [•] and **Manager Customer Relations**,

hereinafter referred to as 'Elia',

and

[•][•], a company established under [•] law, company registration number [•], having its registered offices at [•][•][•],[•][•],[•], validly represented by [•][•][•] and [•][•][•], in their respective capacities of [•] and [•],

hereinafter referred to as '[BRP]'.

Elia and [BRP] may also hereinafter be referred to individually as 'the Party' and jointly as 'the Parties'.

Whereas:

- Elia owns, or at least has the right to use or operate, most of the Belgian grid;
- Elia has officially been appointed system operator;
- [BRP] has expressed its willingness to become a Balance Responsible Party (BRP) according to the terms and conditions of this BRP Contract;
- the Parties understand that this BRP Contract is not a contract granting access to the Elia Grid.

The following has been agreed:

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# Section I: Glossary and object of the BRP Contract

## 1 Glossary

Unless specified further for the purposes of implementing the BRP Contract, though without disregarding public policy provisions, the concepts set out in EU legislation (more specifically with regard to the organisation of the electricity market), the Electricity Act, the decrees and/or ordinances relating to the organisation of the electricity market and/or the various applicable Grid Codes (as defined hereunder) are also included for the purposes of the BRP Contract under these statutory or regulatory definitions.

As such, the following definitions apply for the purposes of the BRP Contract:

**[BRP]:** The BRP that signed this BRP Contract.

**Access Contract:** As defined in the Federal Grid Code.

**Access Holder:** The party requesting access who concludes the Access Contract with Elia. This may be the Elia Grid User or any other natural person or legal entity designated by the Elia Grid User, within the limits of the regulations and laws in force.

**Access Point:** Point, defined by physical location and voltage level, at which access to the Elia Grid is granted to the Access Holder with a goal to injecting or taking off power, from an electricity generation unit, a consumption facility, a non-synchronous storage facility, or a CDS connected to the Elia Grid. An Access Point is associated with one or more connection points of the Elia Grid User in question with the same voltage level and within the same substation.

**Act of 2 August 2002:** The Act of 2 August 2002 on combating late payments in commercial transactions, as amended where applicable.

**Active Power:** As defined in the EU RfG Network Code.

**Appendix:** An appendix to the BRP Contract.

**Balance Responsible Party associated with a Flexibility Service Provider or BRPfsp:** The Balance Responsible Party responsible for the volumes of energy allocated to the Flexibility Service Provider, for the duration of the activation, in its Balancing Perimeter and, in the case of Transfer of Energy, of the delivered energy allocated as a result of the Transfer of Energy in its Balancing Perimeter.

**Balance Responsible Party associated with an Offshore Interconnector or BRP<sub>O.I.</sub>:** The owner of an Offshore Interconnector who is not the system operator and who has signed a Balance Responsible Party Contract. The BRP<sub>O.I.</sub> is in charge of the Active Power allocated within its Balancing Perimeter for the Connection Point of this Offshore Interconnector. The Balancing Perimeter of the BRP<sub>O.I.</sub> may not comprise any physical Offtake or Injection (whether an Offtake or Injection Point connected to the Elia Grid, a distribution system or a CDS) other than the Connection Point to its Offshore Interconnector.

**Balance Responsible Party Contract or BRP Contract** (also referred to as Access Responsible Party Contract or ARP Contract): The contract concluded between the transmission system operator and the Balance Responsible Party pursuant to the Federal Grid Code.

**Balance Responsible Party** or **BRP** (also designated as Access Responsible Party or ARP): Natural person or legal entity as defined in the EU EBGL Guideline and recorded in the Register of Balance Responsible Parties.

**Balancing Perimeter:** All Injection and Offtake allocated to [BRP] as defined in Articles 14 and 19 of the BRP Contract.

**Balancing Service Provider** or **BSP:** As defined in the EU EBGL Guideline.

**Balancing Service:** As defined in the EU EBGL Guideline.

**Band Supply:** The Active Power on a quarter-Hourly basis for an Offtake Point that has been submitted by a Balance Responsible Party and confirmed by the Grid User in question. The [BRP] Balancing Perimeter is suitable for all Band Supplies in question. The Access Contract sets out the specifications for Band Supplies.

**Banking Days:** The business days of the Belgian banking sector.

**BE-GB Day-Ahead Explicit Auction Rules:** The rules setting out the terms and conditions of allocating the available day-ahead transmission rights by means of explicit auction, applicable to the BE-GB Border, approved by CREG.

**BE-GB Day-Ahead Nomination Rules:** Rules for submitting External Commercial Trade Schedules regarding explicit Day-Ahead Physical Transmission Rights, applicable to the BE-GB Border, approved by CREG and as published on Elia's website.

**BE-GB Intraday Explicit Auction Rules:** The rules setting out the terms and conditions of allocating the available intraday transmission rights by means of explicit auction, applicable to the BE-GB Border, approved by CREG.

**BE-GB Intraday Nomination Rules:** Nomination rules for explicit intraday Physical Transmission Rights, applicable to the BE-GB Border, approved by CREG and as published on Elia's website.

**BE-GB Long-Term Explicit Auction Rules:** The rules setting out the terms and conditions of allocating the available long-term transmission rights by means of explicit auction, applicable to the BE-GB Border, approved by CREG.

**BE-GB Long-Term Nomination Rules:** Nomination rules for explicit long-term Physical Transmission Rights, applicable to the BE-GB Border, approved by CREG and as published on Elia's website.

**Bidding Zone:** The largest geographical area within which Balance Responsible Parties can exchange energy without resorting to International Exchanges at Borders.

**Border:** The junction point(s) between the Scheduling Area operated by Elia and another foreign Scheduling Area at which an International Exchange may take place.

**T&C BRP:** The terms and conditions applying to BRPs, of which this contract is an appendix, as referenced in the EU EBGL Guideline.

**CDS Access Point** or **Access Point on the CDS:** Virtual point corresponding to the sum (per substation and per voltage level) of the physical offtake of a CDS user (based on metering configurations) used to calculate the cost of using the CDS.

**CDS Allocation:** The offtake and/or injected energy on a quarter-Hourly basis at all Market Access Points that the Balance Responsible Party is tasked with monitoring within a CDS connected to the Elia Grid, and that is allocated to Balancing Perimeter of the Balance Responsible Party by the Operator of this CDS.

**CDS Injection Allocation:** The energy injected on a quarter-Hourly basis at all Market Access Points that the Balance Responsible Party is tasked with monitoring within a CDS connected to the Elia Grid, and that is allocated to the Balancing Perimeter of this Balance Responsible party by the Operator of this CDS.

**CDS Offtake Allocation:** The energy taken off on a quarter-Hourly basis at all Market Access Points that the Balance Responsible Party is tasked with monitoring within a CDS connected to the Elia Grid, and that is allocated to the Balancing Perimeter of this Balance Responsible Party by the Operator of this CDS.

**CDS Operator:** A natural person or legal entity designated by the relevant authority as operator of the CDS.

**CDS User:** A natural person or legal entity who injects electricity into or takes electricity from a CDS.

**Central Counterparty or CCP:** As defined in the EU CACM Guideline.

**Channel Region Long-Term Nomination Rules:** Nomination rules for Physical Transmission Rights concerning Channel Bidding Zone Borders, set pursuant to Article 36 of the EU FCA Guideline.

**CIPU Contract:** Contract for Coordinating Injection from Production Units as defined in the Federal Grid Code.

**CIPU Technical Unit:** A Technical Unit covered by a CIPU contract.

**Closed Distribution System or CDS:** As defined in the EU DCC Network Code, which refers without distinction to closed industrial systems as per the Electricity Act (for the purposes of this contract and unless specified otherwise, the rail network is considered a closed industrial system), closed distribution systems as per the Flemish Energy Decree of 8 May 2009, and closed professional systems as per the Walloon Decree of 12 April 2001 on the organisation of the regional electricity market.

**Concessionaire:** Elia Grid User who also holds one or more grants of public property issued pursuant to the Electricity Act with a view to building and operating wind farms in offshore areas falling under Belgian jurisdiction.

**Connection Agreement:** The connection contract as defined in the EU RfG Network Code.

**Consumption Facility Offtake:** In the case of Local Generation, the Active Power drawn by consumption facilities located at the same Access Point as the Local Generation Unit.

**Counterparty:** The Balance Responsible Party with whom an Internal Commercial Trade is conducted.

**CREG:** The Commission for Electricity and Gas Regulation.

**Daily Balancing Schedule:** All of a BRP's Physical Nominations and Internal and External Commercial Trade Schedules for its Balancing Perimeter.

**Day D:** As defined in the Federal Grid Code.

**Day D+1:** The calendar day following Day D.

**Day D-1:** As defined in the Federal Grid Code.

**Day-Ahead Import and/or Export:** An International Exchange between another Scheduling Area and the Scheduling Area operated by Elia for which the External Commercial Trade

Schedule has been submitted to Elia by Day D-1, pursuant to the provisions of the BRP Contract.

**Day-Ahead Internal Commercial Trade:** An Internal Commercial Trade for which the Internal Commercial Trade Schedule has been submitted to Elia by the Balance Responsible Parties by Day D-1, pursuant to the provisions of the BRP Contract.

**Day-Ahead Physical Nomination:** A table containing data such as the characteristics of physical access to the Elia Grid for a given Day D, including the quantity of Active Power per unit of time to be injected and/or taken off, representing a [BRP] forecast of said Active Power either at an Access Point to the Elia Grid, or for all Injections and Offtake within its Perimeter in a Public Distribution System, or for all Market Access Points within its Perimeter in a CDS. [BRP] shall submit Day-Ahead Physical Nominations to Elia by Day D-1, pursuant to the provisions of the BRP Contract.

**Delivery Point:** A point on an electricity grid or within a Grid User's electrical facilities at which a balancing or Strategic Demand Reserve service is delivered. This point is associated with one or more metering or measurement<sup>1</sup> mechanisms allowing Elia to control and measure service delivery.

**Demand-Side Flexibility:** As defined in the Electricity Act.

**Distribution Allocation:** The energy allocated, on a quarter-Hourly basis, to a BRP's Balancing Perimeter by a Public Distribution System operator belonging to the Belgian control area.

**Distribution Injection Allocation:** The injected energy allocated, on a quarter-Hourly basis, to a Balance Responsible Party's Balancing Perimeter by a Public Distribution System operator belonging to the Belgian control area.

**Distribution Offtake Allocation:** The energy offtake allocated, on a quarter-Hourly basis, to a BRP's Balancing Perimeter by a Public Distribution System operator belonging to the Belgian control area.

**Effective Delivery:** The effective delivery of the Strategic Demand Reserve or the Strategic Generation Reserve, which starts when the target (i.e. the expected power level) is deemed to have been reached and ends at the time indicated by Elia as the end of the activation, as defined in the rules governing the functioning of the strategic reserve, pursuant to the Electricity Act.

**Electricity Act:** The Act of 29 April 1999 regarding the organisation of the electricity market, as amended where applicable.

**Elia Grid User:** A grid user whose generation unit, consumption facility, non-synchronous storage facility, CDS or HVDC system is connected to the Elia grid and who appointed the Access Holder, if not serving as Access Holder itself.

**Elia Grid:** The electricity grid owned by Elia, or at least has the right to use or operate, and for which Elia has been appointed system operator.

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<sup>1</sup> Metering is the recording, for a period of time, of the quantity of active or reactive energy injected or taken from the metering point. 15-minute metering is used for the settlement of tertiary control (or mFRR), the ARP Imbalance, the SDR, and so on. A measurement is the recording of a physical value at a given moment in time. Measurements are used for the settlement of ancillary services like primary control (FCR) or secondary control (aFRR).

**EU CACM Guideline:** Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management.

**EU DCC Network Code:** Commission Regulation (EU) 2016/1388 of 17 August 2016 establishing a Network Code on Demand Connection.

**EU E&R Network Code:** Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration.

**EU EBGL Guideline:** Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing.

**EU FCA Guideline:** Commission Regulation (EU) 2016/1719 of 26 September 2016 establishing a guideline on forward capacity allocation.

**EU RfG Network Code:** Commission Regulation (EU) 2016/631 of 14 April 2016 establishing a network code on requirements for grid connection of generators.

**EU SOGL Guideline:** Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation.

**Export:** An International Exchange from the Scheduling Area operated by Elia to another Scheduling Area.

**External Commercial Trade Schedule:** As defined in the EU SOGL Guideline.

**Federal Grid Code:** The Royal Decree of 19 December 2002, as amended where applicable, establishing a grid code for operating and accessing the electricity transmission system.

**Flexibility Service Provider or FSP:** As defined in the Electricity Act.

**Frequency Containment Reserves or FCR:** As defined in the EU SOGL Guideline.

**Generation Unit:** A physical unit comprising a generator that produces electricity and is associated with an Access Point to the Elia Grid.

**Grid Codes for Local and Regional Transmission:** The grid codes for the local or regional transmission of electricity that apply, both now and in the future, in Flanders, Brussels-Capital or Wallonia, as amended where applicable.

**Grid Codes:** The Federal Grid Code as well as the Grid Codes for Local and Regional Transmission.

**Grid User:** Any natural person or legal entity who injects electricity into or takes electricity from the transmission system, a local transmission system or a public distribution system by means of an electricity generation unit, a consumption facility, a non-synchronous storage facility, a CDS or an HVDC system.

**Harmonised Auction Rules (EU HAR):** The EU rules setting out the terms and conditions of allocating available Long-Term Transmission Rights by means of explicit auction in both directions for a Border.

**Head of the Pool:** The Balance Responsible Party appointed as Head of the Pool by one or more other Balance Responsible Parties under the Pooling Agreement (as detailed in the BRP Contract) concluded between said Balance Responsible Parties and under which their overall Imbalance shall be invoiced to the Head of the Pool by Elia.

**Hour:** The normal time of day in the Belgian time zone or a period of sixty (60) minutes.

**Imbalance:** As defined in the EU EBGL Guideline.

**Import:** An International Exchange from another Scheduling Area to the Scheduling Area operated by Elia.

**Injection Point:** An Access Point at which energy is injected into the transmission system.

**Injection:** The injection of Active Power:

at an Injection Point directly connected to the Elia Grid, excluding those Injection Points supplying a CDS; or

at a Distribution point (in the case of net injection); or

in a CDS connected to the Elia Grid (in the case of net injection); or

by means of Import; or

by means of an Internal Commercial Trade ('purchase' - 'buyer'); or

allocated to an Offshore Interconnector Connection Point.

**Internal Commercial Trade Schedule:** As defined in the EU SOGL Guideline.

**Internal Commercial Trade:** A Commercial Trade within the Belgian Scheduling Area between [BRP] and another Balance Responsible Party authorised by Elia to exchange energy on a bilateral basis, for which an Internal Commercial Trade Schedule must be submitted to Elia by said Balance Responsible Parties pursuant to the BRP Contract. Any reference to an Internal Commercial Trade in the BRP Contract refers to both Day-Ahead Internal Commercial Trade and Intraday Internal Commercial Trade.

**International Exchange:** An international exchange of a certain volume of electricity between the Scheduling Area operated by Elia and another Scheduling Area, linked to a Physical Transmission Right, for which an External Commercial Trade Schedule must be submitted to Elia pursuant to the BRP Contract.

**Intraday Cross-Zonal Gate Closure Time:** As defined in the EU CACM Guideline.

**Intraday Import and/or Export:** An International Exchange between another Scheduling Area and the Scheduling Area operated by Elia for which the External Commercial Trade Schedule has been submitted to Elia over the course of the Day, pursuant to the provisions of the BRP Contract.

**Intraday Internal Commercial Trade:** An Internal Commercial Trade for which the Internal Commercial Trade Schedule has been submitted to Elia by the Balance Responsible Party by Day D-1, pursuant to the provisions of the BRP Contract.

**Intraday Physical Nomination:** A table containing data such as the characteristics of physical access to the Elia Grid for a given Day D, including the quantity of Active Power per unit of time to be injected either at an Access Point to the Elia Grid or for a Local Generation Unit covered by a CIPU Contract. [BRP] shall submit Intraday Physical Nominations to Elia pursuant to the provisions of the BRP Contract.

**Local Generation:** An electricity generation unit whose Injection Point is identical to the Offtake Point of one or more of the Elia Grid User's consumption facilities or, in the case of a CDS, a CDS user, and that is located at the same geographical site as these consumption facilities.

**Long-Term Transmission Right:** As defined in the EU FCA Guideline.

**Market Access Point:** A virtual point located within a CDS and used to calculate some or all of the active power injected into and/or taken from the CDS by a CDS user.

**Market Coupling:** The method of integrating electricity markets in different Bidding Zones utilising day-ahead multi-regional coupling (MRC) or, if applicable, single day-ahead coupling as per the EU CACM Guideline.

**Nominated Electricity Market Operator or NEMO:** As defined in the EU CACM Guideline.

**Nomination Participation Agreement:** Agreement that a Balance Responsible Party must have concluded with the RNP Operator to be able to submit as External Commercial Trade Schedules those Physical Transmission Rights that it has obtained through explicit auction for the BE-GB Border.

**Nomination:** As defined in the EU FCA Guideline.

**Non-CIPU Technical Unit:** A Technical Unit not covered by a CIPU contract.

**Offshore Interconnector Connection Point:** The physical location and voltage level at which an Offshore Interconnector is connected to the Elia Grid and where the Active Power injected into or taken off the Elia Grid via this Offshore Interconnector is measured with a view to allocating Active Power to calculate the Imbalance of the **BRP<sub>O.I.</sub>** associated with this Offshore Interconnection.

**Offshore Interconnector:** Offshore interconnector as defined in and pursuant to the Electricity Act.

**Offshore Operational International Exchange:** Exchange of energy via an Offshore Interconnector due to the implementation of an operational agreement between Elia and other transmission system operators.

**Offtake Point:** An Access Point from which energy is taken off the Elia Grid.

**Offtake:** The offtake of Active Power:

at an Offtake Point directly connected to the Elia Grid, excluding those Offtake Points supplying a CDS; or

at a Distribution point (in the case of net offtake); or

in a CDS connected to the Elia Grid (in the case of net offtake); or

by means of Export; or

by means of an Internal Commercial Trade ('sale' - 'seller').

**Physical Nomination:** Day-Ahead and/or Intraday Physical Nomination.

**Physical Transmission Right:** Import or Export capacity allocated by explicit or implicit auction according to the rules set out in Article 0 of the BRP Contract.

**Provider of Non-Reserved Tertiary Control from Non-CIPU Technical Units:** Any natural person or legal entity supplying the Elia Grid with a non-reserved tertiary control service from non-CIPU Technical Units, in aggregated or non-aggregated form, with a view to contributing to the balancing of the Belgian load-frequency control area.

**Provider of Tertiary Control from Non-CIPU Technical Units:** Any natural person or legal entity supplying the Elia Grid with a tertiary control service from non-CIPU Technical Units, in aggregated or non-aggregated form, with a view to contributing to the balancing of the Belgian load-frequency control area.

**Public Distribution System User:** A natural person or legal entity who injects electricity into or takes electricity from a Public Distribution System.

**Public Distribution System:** A set of interconnected electrical lines having a nominal voltage less than or equal to 70 kV and the associated facilities, required to distribute electricity to customers within a geographically defined area in a region, that is not a CDS or direct line.

**Quarter-Hour Q:** The quarter-hour considered when calculating [BRP]'s Imbalance.

**Ramp-Down:** The phase during which the total volume of the Strategic Demand Reserve must be reduced based on the activation requested by Elia, as per the contract concluded between the supplier of the Strategic Demand Reserve and Elia.

**Regional Nomination Platform or RNP:** Nomination system on which a Balance Responsible Party's External Commercial Trade Schedules for the BE-GB Border must be submitted. Where applicable, the term 'RNP' also refers to any other system nominated by Elia, in consultation with the RNP Operator, should the RNP system be unavailable as set out in Article 24.

**Register of Balance Responsible Parties:** The register maintained and updated by Elia listing all Balance Responsible Parties that have concluded a Balance Responsible Party contract with Elia. The Register of Balance Responsible Parties corresponds to the Register of Access Responsible Parties as defined in the Federal Grid Code.

**RNP Operator:** The entity responsible for running the RNP for External Commercial Trade Schedules and Nominations on the BE-GB Border as described in the Nomination Participation Agreement.

**Royal Decree Exchange:** The Royal Decree of 20 October 2005 on the establishment and organisation of a Belgian market for the exchange of energy blocks.

**Rules governing the Functioning of the Strategic Reserve:** Rules governing the functioning of the strategic reserve established by Elia and, following consultation of Grid Users, approved by CREG and published on Elia's website pursuant to Article 7f(1) of the Electricity Act.

**Rules governing Transfers of Energy or Energy Transfer Rules:** The set of rules established by CREG pursuant to the Electricity Act, governing the principles of the Transfer of Energy.

**Scheduling Area:** As defined in the EU SOGL Guideline.

**Shadow Allocation Rules:** The rules setting out the terms and conditions of allocating the available daily Physical Transmission Rights by means of explicit auction in both directions at a Border when Market Coupling is unavailable.

**Shared Injection:** The Active Power on a quarter-Hourly basis for an Injection Point that has been submitted by one Balance Responsible Party but will be allocated to the Balancing Perimeters of several Balance Responsible Parties. The Access Contract sets out the specifications for Shared Injections.

**Shipping Agent:** As defined in the EU CACM Guideline.

**Strategic Demand Reserve or SDR:** The strategic reserve supplied by shedding demand (or consumption facility offtake), as referred to in Article 7d(2)(1) of the Electricity Act.

**Strategic Generation Reserve:** The strategic reserve supplied by Generation Units, as referred to in Article 7d(2)(2-4) of the Electricity Act.

**Tariff:** A generic term covering all or some of the tariffs applying, under this BRP Contract, to the Balance Responsible Parties as approved or, where applicable, imposed by CREG in accordance with the prevailing legal provisions, pursuant to Article 29 of the BRP Contract, and published for a regulatory period by CREG and Elia.

**Technical Unit:** A connected facility (which may or may not be covered by a CIPU contract) within the Belgian control area that has been prequalified to provide Elia with balancing services.

**Total Injection:** All Injections making up the Balancing Perimeter of a Balance Responsible Party and allowing it to calculate its Imbalance as per Article 20 of the BRP Contract.

**Total Offtake:** All Offtake making up the Balancing Perimeter of a Balance Responsible Party, including the associated active losses, allowing it to calculate its Imbalance pursuant to Article 20 of the BRP Contract.

**Transfer of Energy:** As defined in the Electricity Act.

**Ordered Volume or Ordered Volume of Flexibility :** The volume of energy requested by Elia during an activation of flexibility as part of the provision of Balancing Services and/or Strategic Reserve Services and/or congestion management services.

**Delivered Volume or Delivered Volume of Flexibility :** The volume of flexibility that is actually delivered by the service provider in question.

## 2 Object of the BRP Contract

This BRP Contract and its Appendices set out:

- The provisions and conditions, including the technical and operational requirements, that [BRP] must comply with in order to be granted the status of Balance Responsible Party and to keep this status throughout the duration of this BRP Contract. [BRP] understands and accepts that the fulfilment of all or part of the provisions of this BRP Contract, including all or part of the rights granted to it therein, may be subject to other contractual, legal, administrative or regulatory provisions.
- The Parties' contractual obligations to pay or credit, depending on the situation, the Tariff for Imbalances applicable to [BRP].
- All other rights and obligations incumbent upon the Parties in this regard, including the consequences of possible Imbalances, as defined herein.

Each Party is aware of the mutual coherence that exists between the Connection Contract, the BRP Contract and the Access Contract that are between them a necessary accessory with regard to the safety, reliability and efficiency of the Elia Grid and which are consequently essential for the execution of the present contractual relationship.

The Parties shall ensure that their contractual relationship with each other is at all times based on the existence and proper execution of the necessary contractual agreements with the relevant third parties who have concluded a Connection Contract and/or Access Contract with Elia or any other system operator within the Belgian control area.

## 3 Duration of the BRP Contract

Subject to [BRP]'s compliance with the suspensive conditions stated in Article 18 of the BRP Contract, this Contract shall come into effect on the date when [BRP] is registered in the Register of Balance Responsible Parties, i.e. no later than three (3) days after Elia has received the original BRP Contract duly signed by [BRP], provided all of the suspensive conditions stated in this Contract have been met.

Without prejudice to Article 9 of the BRP Contract, this Contract is of indefinite duration.

#### **4 Additional rules of interpretation**

The titles and headings of articles and/or appendices to the BRP Contract are only included for ease of reference and in no way express the intention of the Parties. They shall not be taken into consideration when interpreting the provisions of the BRP Contract.

The appendices to this BRP Contract form an integral part of said Contract. Any reference to the BRP Contract will include the appendices, and vice-versa. If there is a conflict of interpretation between an appendix to this BRP Contract and one or more provisions of this Contract, the provisions of this Contract shall take precedence. If there is a conflict of interpretation or any divergence between this BRP Contract and one or more components of the Tariffs, said Tariff component(s) shall take precedence.

If [BRP] has any practical questions regarding the interpretation of a procedure mentioned in this BRP Contract or one of its appendices, [BRP] shall submit these questions to Elia.

The fulfilment under this BRP Contract of a specific obligation or provision contained in the applicable legislation as indicated in Article 1(1) of the T&C BRP shall not under any circumstances be considered a breach of the obligations and provisions that, in accordance with this legislation, must be applied to the situation in question.

## Section II: Invoicing and payment

### 5 Invoicing and payment terms and conditions

#### 5.1. *Invoices/credit notes*

Invoices and credit notes are drawn up based on the technical terms and conditions and the frequency specified in Article 29 of this BRP Contract.

Invoices and credit notes, depending on the situation, are sent to the invoice address of [BRP] specified in 0 to the BRP Contract. As soon as [BRP] has given its explicit consent, invoices shall be issued electronically to the invoice email addresses specified by the [BRP] in 0 to the BRP Contract.

Any credit note sent by Elia to [BRP] represents a provisional payment, subject to settlement. This settlement is made on a quarterly basis in the month following the quarter in question, in the form of an invoice or credit note. It takes into consideration corrections and information sent to Elia in the meantime.

#### 5.2. *Payment deadlines*

Invoices and credit notes are payable by/credited to the Parties within thirty (30) days of receipt. Receipt of the invoice/credit note by [BRP] is considered to have taken place three (3) days after the date on which it was sent.

If the Parties fail to pay all or some of the amounts covered by the invoices and credit notes within the period of thirty-three (33) days, interest for late payment will be charged on the sums due at a rate set in accordance with Article 5 of the Act of 2 August 2002. This interest shall be due from the 33rd day after the date on which the invoice or credit note was issued until the invoice or credit has been paid in full.

Notwithstanding their right to reimbursement of court costs in accordance with the Judicial Code, the Parties are then also entitled to the damages provided for under Article 6 of the Act of 2 August 2002. The provisions stated above in no way detract from the Parties' other rights pursuant to applicable laws and regulations and in accordance with the provisions of the BRP Contract.

#### 5.3. *Objections*

In order to be admissible, any objection to an invoice or credit note must be sent by registered letter to the other Party before the due date of the disputed invoice or credit note under Article 5.2 of this BRP Contract. The reasons for the objection shall be described as comprehensibly and in as much detail as is reasonably possible.

An objection by [BRP] in no way releases it from its obligation to pay the invoice in accordance with the provisions of Article 5.2 of the BRP Contract, unless its objection is manifestly justified.

Elia reserves the right not to pay sums that may be due to [BRP] throughout BRP Contract suspension proceedings, as set out in Article 9 of the BRP Contract. Elia reserves the right to require reimbursement of sums unduly paid to [BRP], as for example in the event of fraud or a deliberate and proven breach of contractual obligations.

**5.4. Recovery by Elia of any outstanding amounts due from [BRP]**

If an invoice is not paid within seven (7) days of receipt by [BRP] of a formal notice by registered letter sent by Elia, which is considered to have taken place three (3) days after it was sent, Elia shall have the right to invoke the financial guarantee as stated in Article 0 of this BRP Contract, without prejudice to the application of the foregoing provisions. The measures for collecting unpaid sums shall be applied by Elia in a non-discriminatory and reasonable manner.

## Section III: Liability

### **6 Liability**

The Parties to this BRP Contract shall be mutually liable for any damage directly resulting from any contractual breach and/or fault. 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 the event of fraud or deliberate fault, the Parties will under no circumstances be liable for compensating or indemnifying the other Party, including for claims by third parties, for indirect damage or consequential loss, including but not limited to loss of profits, loss of earnings, loss of use, loss of contracts or loss of goodwill.

## Section IV: Emergencies and force majeure

### **7 Measures to be taken in an emergency or a case of force majeure**

#### **7.1. Definition and consequences of force majeure and/or emergencies**

If a situation of force majeure and/or an emergency, as defined in the Grid Codes or pursuant to the applicable Belgian legislation, is invoked, the fulfilment of the market activities under the BRP Contract is temporarily suspended for so long as the event that gave rise to the emergency and/or force majeure persists. Should Elia suspend such market activities, Elia may suspend all or part of its processes affected by said suspension.

The Party who invokes a situation of force majeure and/or an emergency shall inform the other Party as soon as possible by telephone and/or email of the reason why this Party is unable to fulfil all or some of its obligations and how long it expects to be unable to do so.

The Party that invokes a situation of force majeure and/or an emergency shall nevertheless do everything in its power to limit the consequences of failure to fulfil its obligations towards the other Party, the Elia Grid and third parties and to fulfil its obligations once again.

If the period of force majeure and/or emergency lasts for thirty (30) or more consecutive days and this results in one of the Parties no longer being able to fulfil the essential obligations of the BRP Contract as a result of the force majeure or emergency, either Party may terminate the BRP Contract with immediate effect by sending a registered letter, setting out the reasons behind the termination.

#### **7.2. Measures to be taken**

If an emergency or a situation involving exceptional or otherwise unclassified hazards as defined in the Grid Codes or the EU SOGL Guideline arises, or if Elia believes that an emergency may reasonably be expected to arise, Elia may take the necessary (precautionary) measures described in the Grid Codes or EU network codes and/or guidelines, including the implementation of the system defence plan and restoration plan.

The system defence plan outlines the operational procedures to be implemented in an emergency, a situation where there is a risk of a shortage, or a multiple-incident situation and also includes the disconnection plan, which, among other things, details the procedures and priorities for disconnecting Grid Users.

The restoration plan includes the operational procedures for restoring the grid.

The [BRP] may ask to consult the defence plan and the restoration plan. These plans may be amended at any time by Elia in accordance with the legal and regulatory provisions.

The legal and regulatory provisions in force with regard to the system defence plan and the restoration plan and any subsequent amendments thereto apply to the Parties.

The [BRP] undertakes to immediately comply with all measures, as per the foregoing stipulations, of which it is notified by Elia by telephone and/or email in order to prevent and/or remedy emergency situations.

#### **7.3. Rules governing suspension, constitution and compensation**

Should Elia take the measures set out in Articles 7.1 and 7.2, it shall respect the rules governing suspension, constitution and compensation pursuant to the EU E&R Network Code.

## Section V: Confidentiality

### **8 Disclosure to third parties of confidential or commercially sensitive information**

The Parties agree to treat as confidential the information they exchange as a result of and within the framework of this BRP Contract and which is marked as being confidential by one of them and/or which is to be considered confidential according to the applicable laws and rules. The Parties agree not to communicate said confidential information to third parties unless at least one of the following conditions has been met:

- 1) if Elia and/or [BRP] have been called upon to appear as witnesses in court or as part of their relationship with the regulating authorities of the electricity market or other public authorities;
- 2) the prior written agreement of the Party communicating the confidential information has been obtained;
- 3) as concerns Elia, in consultation with other grid operators or within the framework of contracts and/or rules with foreign grid operators and provided the party receiving the information undertakes to accord this information the same degree of confidentiality as that accorded by Elia;
- 4) if the information is easily and commonly accessible or available to the public;
- 5) if disclosure by Elia and/or [BRP] to such parties as subcontractors and/or their employees and/or their representatives is essential for technical or safety reasons, provided that those parties are bound by confidentiality rules that adequately guarantee the confidentiality of the information;
- 6) if disclosure by Elia is necessary for the implementation of the BRP Contract, more specifically for the continuity of balance responsibility for the Access Point(s) and Distribution Offtake Allocation(s) and CDS Allocation(s) allocated to [BRP]'s Perimeter as set out in Article 9.3 of the BRP Contract.

Furthermore, the Parties shall agree not to invoke the confidentiality of data with regard to other persons involved in the implementation of the BRP Contract, such as the Access Holder or Elia Grid User, provided that and to the extent that such data are required to implement said Contract and that said individuals are subject to the same or equivalent confidentiality obligations.

Without prejudice to the applicable laws and regulations, this provision will in any case remain valid for five (5) years after the termination of the BRP Contract.

Notwithstanding the confidentiality clause above, in the Access Contract or in any other agreement or document between [BRP] and Elia, Elia may publish the name of the Balance Responsible Party and its status as a Party on its website. All appendices, or parts thereof, that are not specific to the BRP Contract may also be published by Elia on its website.

## Section VI: Termination and suspension

### 9 Suspension of the BRP Contract by Elia

#### 9.1. *Suspension of the BRP Contract by Elia*

##### 9.1.1. *General procedure for suspension of the Contract by Elia*

Elia may suspend this BRP Contract unilaterally, following the suspension procedure as set out in this Article, without prejudice to an immediate suspension of this BRP Contract by Elia if [BRP] commits a gross breach of the Contract, for which the procedure is set out in Article **Error! Reference source not found.** of this BRP Contract.

Where [BRP] infringes one or more contractual obligations, in particular those set out in Articles 0 and 18 of the BRP Contract, Elia shall notify [BRP], under Article 10.2 of the BRP Contract, by registered letter of the request to remedy any infringement.

The notification of the launch of the general suspension procedure shall indicate:

- the reasons for launching the general suspension procedure; and
- the measure(s) to be taken by [BRP] to remedy the identified breach(es) of one or more of its contractual obligations; and
- a period of at least fifteen (15) calendar days following the date when the registered letter was sent, within which [BRP] must carry out said measures; and
- the possibility for [BRP] to answer this notification and/or submit a written request to be heard by Elia about the reasons for the launch of the general procedure for suspension.

[BRP] has the right to be heard by Elia regarding the reasons for launching the general suspension procedure in order to provide any relevant information contradicting those reasons, and to explain its conduct. If [BRP] wishes to avail itself of such a consultation meeting, [BRP] shall expressly ask Elia to organise this meeting during the period within which [BRP] must apply the remedial measures.

Without prejudice to the outcome of the consultation meeting, insofar as [BRP] has not remedied the breach(es) by the date specified in the notification, Elia may suspend this BRP Contract unilaterally, without any prior legal authorisation being required, by means of a registered letter setting out the reasons. In this case, the suspension of the BRP Contract takes effect within a period of at least five (5) and at most ten (10) calendar days following the deadline indicated in the registered letter informing [BRP] of the general suspension procedure being initiated.

The notification of suspension of this BRP Contract shall indicate:

- the reasons for the effective suspension of this BRP Contract; and
- the date and Hour of the suspension; and
- the consequences of the suspension, as set out in Article 9.3.

Without prejudice to the rights and/or judicial claims in law of [BRP], the suspension of the BRP Contract takes effect immediately at the date and Hour indicated in the notification of suspension, unless [BRP] has remedied the breach(es) in the period set by this notification. The minimum BRP Contract suspension period shall be thirty (30) calendar days.

### 9.1.2. Immediate suspension of the BRP Contract by Elia in specific circumstances

Without prejudice to its other rights or judicial claims and regardless of the general suspension procedure set out in Article 9.1.1 of the BRP Contract, Elia may unilaterally and immediately suspend this Contract, without any prior legal authorisation being required, in the following cases of a gross breach of the Contract:

- a) [BRP] commits a gross breach of the obligations set out in Articles 0 and 23 of the BRP Contract; and/or
- b) [BRP] defaults on payment not covered by the financial guarantee as stipulated in Article 0 of the BRP Contract; and/or
- c) in case of emergency, if the conduct of [BRP] endangers the safety, reliability and efficiency of the Elia Grid, in particular in case of proven fraudulent conduct or of conduct equivalent to an attack on Elia's IT systems.

Should such circumstances arise, Elia shall notify [BRP] of the suspension of the BRP Contract by registered letter and the suspension will take effect immediately. The letter notifying [BRP] of the immediate suspension shall set out the reasons for the suspension.

## 9.2. **Termination of the BRP Contract**

### 9.2.1. Termination of the BRP Contract by [BRP]

[BRP] is allowed to terminate the BRP Contract at the earliest three (3) months after notifying Elia of the termination by registered letter, provided that at the end of this three-month period of notice:

- i. [BRP] has notified the Access Holder(s) that designated it of this termination; and
- ii. all Injection Points and Offtake Points in [BRP]'s Balancing Perimeter have been properly allocated to one or more other Balance Responsible Parties and no Distribution or CDS Allocations are indicated for allocation to [BRP].

If [BRP] is still not complying with all of its contractual obligations, including its financial obligations, at the end of the three (3) month period of notice, the BRP Contract for the fulfilment of these obligations will continue to apply until all [BRP]'s contractual obligations have been met, in accordance with the BRP Contract.

### 9.2.2. Termination of the BRP Contract by Elia

Without prejudice to its other rights and/or judicial claims, Elia may unilaterally terminate this BRP Contract, without any prior legal authorisation being required and by means of a registered letter setting out the reasons, if:

- a) [BRP] has not remedied the breach(es) during the BRP Contract suspension period set by the notification of suspension set out in Article 9.1; and/or
- b) [BRP]'s conduct endangers the safety, reliability or efficiency of the Elia Grid, in particular in case of proven fraudulent conduct or of conduct equivalent to an attack on Elia's IT systems; and/or
- c) [BRP] repeatedly and/or intentionally breaches its aforementioned contractual obligations following the lifting of the abovementioned suspension; and/or
- d) Elia's appointment as the federal transmission system operator is withdrawn, modified or not renewed.

The termination of the BRP Contract by Elia shall take effect on the day stated in the termination notification, which shall also include the reasons for said termination.

### 9.2.3. Termination of this BRP Contract by both Parties

Without prejudice to the other cases of suspension and/or termination in accordance with the applicable laws and regulations and/or the BRP Contract, either Party may terminate this BRP Contract provided prior legal authorisation is obtained:

- if one Party is in breach of its contractual obligations;
- if a major and detrimental change takes place in the legal status, the legal structure, the activities, the management or the financial situation of the other Party, which reasonably leads to the conclusion that it will not be possible for that Party to fulfil the stipulations and conditions of the BRP Contract.

### 9.3. ***Consequences of suspending or terminating the BRP Contract***

In all cases of suspension or termination of this BRP Contract, Daily Balancing Schedules for Day D submitted as per this BRP Contract but for which the relevant Day D falls after the date of the effective termination or suspension, will automatically be cancelled.

The Balance Responsible Party concerned cannot claim any compensation for damage resulting from this cancellation, without prejudice to the application of Article 6.

In all cases of suspension or termination of this BRP Contract, the Parties shall comply with all of their payment obligations arising from the implementation of this BRP Contract or as a result of its suspension or termination. In the cases referred to in Articles 9.1, **Error! Reference source not found.** and **Error! Reference source not found.**, payment obligations will be immediately enforceable.

In all cases of suspension or termination of the BRP Contract by Elia, Elia will inform in due time the Access Holders and Elia Grid Users involved in the Access Points allocated to [BRP]'s Balancing Perimeter, the CDS Operators of [BRP]'s CDS Allocations, the Public Distribution System operators concerned by [BRP]'s Distribution Allocations and the auction platforms, of the launch of the Contract suspension and/or termination procedure. The regulators involved shall receive a copy of the notification of immediate suspension of the BRP Contract that has been sent to [BRP]. They shall be informed of the launch of the BRP Contract suspension and/or termination procedure.

In all cases of suspension or termination of this BRP Contract, registration in the Register of Balance Responsible Parties will be temporarily or permanently withdrawn. Any suspension or termination of the BRP Contract means, among other things, that [BRP] can no longer be appointed as a Balance Responsible Party for an Access Point.

This provision does not affect the right of [BRP] to be registered in the Register of Balance Responsible Parties again once all [BRP]'s obligations have been met and [BRP] is again able to comply with all obligations of a Balance Responsible Party.

## Section VII: Miscellaneous provisions

### 10 Miscellaneous provisions

#### 10.1. *Amendment of the BRP Contract*

Elia may amend the BRP Contract following the approval of Elia's proposed amendments by the competent regulator in this regard, pursuant to the legislation in force as set out in Article 1(1) of the T&C BRP.

All amendments will become effective within a reasonable period of time set by Elia, taking into account the nature of the planned amendment and the conditions related to it in terms of the safety, reliability and efficiency of the Elia Grid. Unless another period is set by the relevant regulator(s) for approving the amendments to the BRP Contract or in the applicable legislation, the reasonable period of time stated above may not be less than fourteen (14) calendar days following the date on which Elia sent a registered letter notifying [BRP] of the amendment.

#### 10.2. *Notification and signature*

Notifications must be made in accordance with 0.

[BRP] shall provide Elia with the information requested in 0 prior to or at the time of signing the BRP Contract.

The Parties shall take all measures necessary to ensure that the persons of contact listed in 0 can always be contacted by telephone or in any other way at any time. Their contact details are listed in 0.

The other Party must be notified of any change to the contact details in 0 at least seven (7) days before this change becomes effective. [BRP] and Elia may modify their own details in 0 at any time. The other Party must take these changes into account once they have been informed thereof.

Advanced electronic signatures may be used to sign the BRP Contract and/or its Appendices, pursuant to the conditions specified in the Act of 9 July 2001 setting out some rules concerning the legal framework for electronic signatures and certification services.

#### 10.3. *Information and recording*

As most of the information exchanged between the Parties regarding the BRP Contract (including the Daily Balancing Schedules submitted by [BRP] to Elia) may, in one way or another, influence Elia's management of its Grid, it is essential for both Elia and the safety of its grid that [BRP] meticulously verify any and all information provided to Elia by [BRP] before passing on said information to Elia.

In this context, and in order to further protect the verbal exchange of information between the Parties and/or between their representatives, including employees, both Parties hereby agree that verbal communication, including telecommunication, may be recorded. The Parties will inform their representatives and all of their employees who need to communicate with the other Party of these recordings before such communication is made. The Parties will take appropriate steps to ensure that these recordings are kept safe and that access to such recordings is restricted exclusively to those persons who have a justified need to have access to the recordings. These recordings will not be used in any claim made against any natural person.

#### 10.4. *Non-transferability of rights*

The Parties agree not to transfer under any circumstances the rights and obligations arising from this BRP Contract in whole or in part (including transfers by way of mergers, demergers or the transfer or addition of a universality or a business division (whether or not by virtue of automatic transfer rules)) to a third party, without the prior, express and written permission of the other Party, which may not unreasonably withhold or postpone such permission, particularly with regard to a possible merger or demerger of companies.

This BRP Contract, with the ensuing rights and obligations, can nonetheless be freely transferred to companies which are deemed to be associated companies of a Party under Article 120 of the Belgian Companies Code, although this is subject to the assignee undertaking to transfer these rights and obligations back to the assignor (and the assignor undertaking to accept this transfer), as soon as the solidarity between the assignor and the assignee ceases to exist.

**10.5. *Precedence over all previous agreements***

Both Parties expressly agree that this BRP Contract supersedes and replaces any and all previous or current Balance Responsible Party agreements between the Parties referring to the same subject matter. If at the time of signing this BRP Contract the Parties are already bound by a current Balance Responsible Party contract for the current year, this BRP Contract supersedes, terminates and replaces the said current contract.

**10.6. *No waiver***

Should one of the Parties at any time fail to demand strict fulfilment by the other Party of the obligations set out in the terms, agreements and conditions laid down in this BRP Contract, this may not be construed as a continuing waiver or relinquishment of these obligations, and either Party may at any time demand strict and complete fulfilment by the other Party of any or all of its obligations under said terms, agreements and conditions.

**10.7. *Invalidity of a clause***

The nullity or invalidity of one or more provision(s) of this BRP Contract shall not affect the validity of its remaining provisions. Any provision that is null or invalid under any applicable law shall be deemed omitted from said BRP Contract, but such omission shall not affect the remaining provisions hereof, which shall remain in full force and effect.

**10.8. *Licences***

[BRP] shall at all times during the term of this BRP Contract have all of the government permits, licences and/or approvals needed to fulfil the obligations or rights stipulated herein for or on behalf of [BRP]. If at any given time during this BRP Contract any such permit, licence or approval is suspended and/or withdrawn, Elia may immediately terminate this BRP Contract.

## Section VIII: Disputes

### 11 Settlement of disputes

[BRP] hereby declares that, prior to signing the BRP Contract, it has been informed by Elia of its rights and, among other matters, that any disputes relating to Elia's obligations, aside from disputes relating to rights and obligations arising from the BRP Contract, may be submitted, depending on [BRP]'s preferences and if provided for by federal and regional legislation, to a mediation, litigation chamber or litigation service involving the Brussels Commercial Court or ad hoc arbitration in accordance with the provisions of the Belgian Judicial Code.

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

- the Brussels Commercial Court; or
- the mediation/conciliation and arbitration service organised by the regulator concerned in accordance with the applicable laws and regulations; or
- an ad hoc arbitration tribunal in accordance with the provisions of the Belgian Judicial Code.

[BRP] hereby also declares that Elia has informed it, prior to signing this BRP Contract, of the provisions in the relevant federal and/or regional legislation regarding mediation.

In view of the complex relationships involved, 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 disagreement, preference will be given to the procedure introduced first.

## Section IX: Imbalance areas

### **12 Delineation of imbalance areas**

Pursuant to Article 54(2) of the EU EBGL Guideline, the imbalance area is equal to the Scheduling Area operated by Elia and corresponds to the control area for which Elia is responsible for and has been appointed transmission system operator pursuant to the provisions of the Federal Grid Code.

The imbalance price area, as defined in the EU EBGL Guideline, is equal to the imbalance area.

## Section X: Balance responsibility

### 13 Responsibilities of Balance Responsible Parties

Pursuant to the Federal Grid Code, [BRP] shall undertake to:

- plan and utilise all reasonable means to maintain balance within its Perimeter on a quarter-hourly basis pursuant to the Federal Grid Code and Article 0 of this BRP Contract;
- compensate for active losses on the transmission system pursuant to Article 19.4 of this BRP Contract;
- submit its Daily Balancing Schedule pursuant to Article 23 of this BRP Contract;
- if necessary, monitor those Access Points or Market Access Points for which [BRP] is responsible;
- assume financial responsibility for its imbalances by paying the Tariff for Imbalances pursuant to Article 28 of this BRP Contract;
- guarantee, whether using its own or any other means, a continuous operational service 24 hours a day;
- conduct any other procedure during operation pursuant to this BRP Contract;
- if necessary, pursuant to the provisions of the Federal Grid Code, submit daily coordination schedules and injections from generation units for which it is tasked with monitoring the Access Point, by concluding a contract coordinating the generation units.

### 14 BRP Balancing Perimeter

[BRP]'s Balancing Perimeter consists of:

- the Access Points, excluding those Access Points that supply a CDS connected to the Elia Grid; and/or
- Distribution Allocations on one or more Public Distribution Systems; and/or
- CDS Injection and/or Offtake Allocations on one or more CDSs, corresponding for every CDS to the total volume of energy injection and/or offtake for all the CDS Market Access Points which [BRP] is responsible for monitoring, in accordance with Article 0 of this BRP Contract; and/or
- transmission system losses, without prejudice to the provisions of the Federal Grid Code and the applicable Grid Codes for Local and Regional Transmission; and/or
- Import and/or Export; and/or
- Internal Commercial Trade; and/or
- where appropriate, modifications to the Balancing Perimeter as a result of an activation of flexibility in accordance with Article 19.8 of the BRP Contract; and/or
- in the case of a BRP<sub>o.i.</sub>, the allocation of Active Power as an Injection or Offtake at an Offshore Interconnector Connection Point as described in 0

All these are allocated to [BRP]'s Balancing Perimeter.

Any Balance Responsible Party that is a Shipping Agent and, in addition to External Commercial Trade Schedules, nominates other activities belonging to its Balancing Perimeter, must:

- request from Elia a separate Balancing Perimeter (having a separate EIC/Elia code) prior to submitting External Commercial Trade Schedules; and
- inform all the Balance Responsible Parties submitting Internal Commercial Trade Schedules alongside said Balance Responsible Party of this double Balancing Perimeter, indicating which Balancing Perimeter applies to which Internal Commercial Trade Schedule.

## **15 [BRP]'s balancing obligations**

### **15.1. *Balance Responsible Parties' individual balancing obligation***

[BRP] will at all times during the execution of this BRP Contract provide and deploy all reasonable resources in order to stay balanced on a quarter-hourly basis, for a given quarter-hour Q, except in the event of a change in [BRP]'s Balancing Perimeter in the context of an activation by an FSP in the markets to which the Rules governing Transfers of Energy apply. In the above case, [BRP] will not be deemed liable, under Article 0 of the BRP Contract, for this specific Imbalance in its Balancing Perimeter.

As stated in Article 1 of the BRP Contract, an Imbalance occurs when there is a difference for a given Quarter-hour between the total Injection allocated to [BRP]'s Balancing Perimeter and the total Offtake allocated to [BRP]'s Balancing Perimeter, as laid down in Article 20 of the BRP Contract.

An Imbalance can also occur in [BRP]'s Balancing Perimeter due to its role as BRP<sub>FSP</sub>.

[BRP] shall provide Elia, at Elia's first reasoned request, with adequate evidence that it has made provisions for the resources needed to enable it to comply with its balancing obligations. If [BRP] is in Imbalance, [BRP] shall pay the Tariff for Imbalances in accordance with Article 28 of the BRP Contract and the applicable Tariffs. Payment of said Tariff does not relieve [BRP] of its liability under Article 6 of the BRP Contract.

### **15.2. *Contribution of the Balance Responsible Parties to the overall objective of maintaining the balance of the control area***

Without prejudice to any Balance Responsible Party's individual balancing obligation as set out in Article 15.1 of the BRP Contract, a Balance Responsible Party can contribute in real time to the overall objective of maintaining the balance of the Belgian control area by deviating, when deploying the resources indicated above, from the balance of its Balancing Perimeter.

If the Balance Responsible Party avails itself of the possibility of deviating from its individual balance, it must at all times retain the resources and ability to restore, in real time and at any time, the balance of its Balancing Perimeter.

The possibility of deviating from the individual balance is not reserved for:

- a Balance Responsible Party associated with an Offshore Interconnector Connection Point (BRP<sub>O.I.</sub>);
- the BRP<sub>FSP</sub>, specifically for the part relating to its activity as a Balance Responsible Party associated with a Flexibility Service Provider.

Elia cannot, under any circumstances, be held liable, under Article 6 of the BRP Contract, for any damage resulting directly or indirectly from the decision taken, independently, by the Balance Responsible Party to deviate from balancing its Balancing Perimeter in order to contribute in real time to maintaining the balance of the Belgian control area.

[BRP] shall provide Elia, at Elia's first reasoned request, with adequate evidence that it had the resources to restore in real time its balancing obligation for its Balancing Perimeter.

This contribution in real time to maintaining the balance of the Belgian control area by deviating, where appropriate, from balancing its Balancing Perimeter does not release [BRP] in any way from its obligation to have a balanced Perimeter when it submits its Day-Ahead and Intraday Daily Balancing Schedules for its Balancing Perimeter, as indicated in Article 23.1 of the BRP Contract.

# Section XI: Requirements for becoming a Balancing Responsible Party

## 16 Proof of [BRP]'s financial solvency

Conclusion of the BRP Contract is conditional upon [BRP] providing proof of its financial solvency.

[BRP]'s proof of financial solvency upon conclusion of the BRP Contract assumes that [BRP] complies with the special conditions concerning financial guarantees as agreed in the BRP Contract.

Throughout the entire duration of the BRP Contract, [BRP] must, at the reasoned request of Elia, provide Elia with evidence of its financial solvency.

[BRP]'s financial solvency throughout the implementation of the BRP Contract is an essential element of the BRP Contract concluded with Elia and the commitments made by Elia.

## 17 Payment guarantee

### 17.1. *General*

As a suspensive condition for entering into this BRP Contract, and at the latest by the valid signature of the BRP Contract, [BRP] shall provide Elia with a guarantee that complies with the conditions below both for the entire term of this BRP Contract and for the entire duration of the fulfilment of all the financial obligations arising from the BRP Contract, according to Article 9.3 of the BRP Contract.

The guarantee is a security for the requested and punctual fulfilment of all the obligations arising from this BRP Contract, including, but not limited to, the payment of the Tariffs for Imbalance and/or external inconsistency.

The guarantee may take the form of a bank guarantee at first request issued by a financial institution under the conditions laid down in Article 17.2 or of a cash payment to Elia under the conditions laid down in Article 17.3.

The guarantee must have an initial term of at least one calendar year and will be renewed in good time by [BRP], in order to keep the required security both for the entire term of this BRP Contract and for the entire duration of the fulfilment of all the financial obligations arising from the BRP Contract.

At the end and/or termination of the BRP Contract for whatever reason, Elia shall return the guarantee to [BRP] on the condition that [BRP] has fulfilled all its obligations arising from the BRP Contract or from the end and/or termination thereof.

### 17.2. *Bank guarantee*

The standard form for the bank guarantee at first request is included in 0 to this BRP Contract. The amount and the specifications concerning authorised modifications of the amount of this bank guarantee at first request are calculated in accordance with the criteria indicated in Article 17.4 and

0 to this BRP Contract. [BRP] will adjust the amount of the bank guarantee in accordance with the provisions of Article 17.4 and 0 to this Contract.

At least one (1) calendar month before the existing bank guarantee expires, [BRP] will provide Elia with evidence that the financial institution issuing the guarantee has extended the period of the guarantee without making any changes to it, or will issue a new guarantee that meets all of the terms and conditions stated in this article.

The financial institution issuing the guarantee must meet the minimum official rating requirements of 'BBB' issued by the credit rating agency Standard & Poor's (S&P) or of 'Baa2' issued by the credit rating agency Moody's Investor Services (Moody's). In case of the minimum required rating being lost, [BRP] must submit to Elia a new guarantee from another financial institution that meets the conditions stated in this article within a period of twenty (20) Banking Days of the loss of the required rating by the first financial institution.

Should Elia have to invoke the guarantee, [BRP] will submit evidence to Elia, within a period of fifteen (15) Banking Days after Elia invokes the guarantee, that the financial institution issuing the guarantee has adjusted the amount of the bank guarantee to the required level, or else [BRP] will submit a new guarantee that meets the conditions stated in this article.

### **17.3. Cash payment**

[BRP] may replace the bank guarantee at first request with a cash payment to Elia of a deposit, the amount of which is calculated in accordance with 017.4, subject to the acceptance by Elia of this cash guarantee.

The sum of the cash guarantee shall be transferred to an Elia account specified by Elia to [BRP]. For each payment, the word 'guarantee' and the contract reference shall be indicated in the 'message' field. Said sum shall not accumulate interest for [BRP].

This payment is a down payment on the amounts owed to Elia by [BRP] for whatever reason, and acts at least as a first-ranking security or surety for Elia, guaranteeing the fulfilment of all the obligations arising from the Contract, including – but not limited to – the payments of the Tariffs for Imbalance and/or external inconsistency.

It is explicitly agreed and understood, notwithstanding the foregoing, that Elia is entitled to take possession of any sums paid by [BRP] as a deposit or guarantee, on the sole condition that Elia returns an equivalent amount when the time comes.

The sums paid to Elia, as a deposit or guarantee or in any other capacity shall be compensated ipso jure with the obligations of [BRP] arising from the Contract, since they are all closely linked, , on the understanding that said payment is intended to occur at the time when each of these obligations expire.

Any balance being ultimately returned to [BRP] shall be reimbursed by transfer to [BRP] on 1 March of the year following the end of all financial obligations arising from the Contract, according to Article 9.3 of the Contract, regardless of the reason behind it and without interest having accrued for [BRP], notwithstanding all of Elia's rights and actions.

### **17.4. Amount of the required financial guarantee**

The amount of the guarantee is a variable amount based on [BRP]'s position. [BRP]'s position, without prejudice to the provisions in relation to the first (1st) month of this Contract, as indicated

below, is the highest of the daily Offtake averages allocated to [BRP] calculated on the basis of the previous calendar month. The daily averages are based on the daily quarter-hourly values of:

- the Offtake measured at Offtake Points, excluding those Offtake Points that supply a CDS, allocated to [BRP]'s Balancing Perimeter; and
- all CDS Allocations (in the case of net Offtake) allocated to [BRP] 's Balancing Perimeter; and
- all Distribution Allocations (in the case of net Offtake) allocated to [BRP]'s Balancing Perimeter; and
- the External Commercial Trade Schedules for Export allocated to [BRP]'s Balancing Perimeter; and
- [BRP]'s Internal Commercial Trade Schedules (sales transactions) with other Balance Responsible Parties and allocated to [BRP]'s Balancing Perimeter; and,
- the absolute value of the measured Active Power that is part of the allocation at the Offshore Interconnector Connection Point to [BRP]'s Balancing Perimeter.

This position is shown in the table below, from which the required guarantee amount is derived. The amounts of the variable guarantee are calculated by taking 5% of the upper limit of each block over a period of thirty-one (31) days, multiplied by €50 per MWh.

| Position of [BRP] (BRP-P) | Variable guarantee amount |
|---------------------------|---------------------------|
| BRP-P ≤ 50 MW             | €93,000                   |
| 50 MW < BRP-P ≤ 100 MW    | €186,000                  |
| 100 MW < BRP-P ≤ 200 MW   | €372,000                  |
| 200 MW < BRP-P ≤ 300 MW   | €558,000                  |
| 300 MW < BRP-P ≤ 450 MW   | €837,000                  |
| 450 MW ≤ BRP-P ≤ 600 MW   | €1,116,000                |
| 600 MW ≤ BRP-P ≤ 750 MW   | €1,395,000                |
| 750 MW ≤ BRP-P ≤ 900 MW   | €1,674,000                |
| 900 MW ≤ BRP-P ≤ 1050 MW  | €1,953,000                |
| 1050 MW ≤ BRP-P ≤ 1200 MW | €2,232,000                |
| 1200 MW ≤ BRP-P ≤ 1500 MW | €2,790,000                |
| BRP-P > 1500 MW           | €3,000,000                |

- First month of the BRP Contract: Initial calculation of the financial guarantee

[BRP]'s position for its first (1st) month of the Contract is determined by mutual agreement between the Parties, based on [BRP]'s estimated highest position for the coming three (3) months. This value will form the basis for determining the initial amount of the guarantee. In all cases, the minimum guarantee is always €93,000.

- Monitoring and control of the financial guarantee for each Balance Responsible Party

On its own initiative, [BRP] will immediately adjust its guarantee in accordance with the rules set out below. Elia will check in good time to ensure that [BRP] has complied with its obligations.

- If [BRP] 's position is more than 20% higher than the position for which the guarantee has been issued for more than two (2) days in any given month, [BRP] will immediately, and at the latest within three (3) weeks of this position occurring, increase its guarantee to the required level. [BRP] 's position may never be more than 40% above the position for which a guarantee has been issued.
- Also, if the value of the guarantee is lower than the average of the last two (2) invoices sent out to [BRP], [BRP] will immediately, and at the latest within three (3) weeks of the occurrence of this situation, increase its guarantee to this average level.

If for a period of at least one (1) month [BRP]'s position is lower than the level covered by the guarantee, [BRP] may obtain a reduction in its guarantee in accordance with the table above. Elia will approve this reduction in the guarantee under the aforementioned circumstances.

## **18 Suspensive conditions affecting the implementation of this Contract**

Pursuant to the Federal Grid Code, [BRP] is required to comply with the following suspensive conditions:

- a) [BRP] shall provide evidence of the financial guarantees as set out in Article 0 of the BRP Contract;
- b) [BRP] shall provide evidence of the availability and preservation of the necessary and sufficient means required, using its own resources or any others, to guarantee 24-Hour-a-day operation.

## Section XII: Calculating imbalances

### 19 Allocation to the Balancing Perimeter

The various terms comprising [BRP]'s Balancing Perimeter pursuant to Article 14 of this BRP Contract shall be calculated in accordance with the following provisions for every quarter-hour Q in a given month.

#### 19.1. *Injection and/or Offtake Points*

Injection and/or Offtake Points, excluding those Access Points that supply a CDS connected to the Elia Grid, are allocated to [BRP]'s Balancing Perimeter:

- for all the Injection and/or Offtake Points for which the Access Holder, designated in accordance with the applicable regulations and/or contractual provisions in force, has been granted rights of access by entering into an Access Contract with Elia; and
- for which [BRP] has been validly designated as the Balance Responsible Party in relation to the Injection and/or Offtake Points stated in the abovementioned Access Contract.

This allocation to [BRP]'s Balancing Perimeter will be made based on the measured Active Power, excluding the volume injected at the Access Points of the Generation Units supplying the Strategic Generation Reserve, the measurement of which is replaced by the value 0. This allocation is subject to specific rules relating to Band Supplies for Offtake Points, Shared Injection for Injection Points, and cases of two Balance Responsible Parties being tasked with monitoring the Offtake and/or Injection at an Access Point as defined in the relevant Access Contract.

#### 19.2. *Distribution Allocation(s) on a Public Distribution System*

[BRP]'s Distribution Allocation(s) as communicated to Elia by (a) Public Distribution System operator(s), defined in the context of the access rights to this (these) Public Distribution System(s), is (are) allocated to [BRP].

#### 19.3. *Allocation(s) for a CDS connected to the Elia Grid*

[BRP]'s Allocations for one or more CDSs, as communicated to Elia by one or more CDS Operators and established in the context of the right of access to said CDSs, are allocated to [BRP].

#### 19.4. *Losses*

Loss percentages will be allocated to [BRP]'s Balancing Perimeter for the Offtake measured at the Offtake Points (excluding those Offtake Points that supply a CDS), for the Distribution Allocations and for CDS Allocations connected to the Elia Grid (in the event of net Offtake), without prejudice to the provisions of the Federal Grid Code and, if applicable, in accordance with the relevant Grid Codes for Local and Regional Transmission. These percentages will be published on Elia's website. They may be adjusted on the basis of the measured losses if necessary. These percentages may be adjusted during the year if [BRP] is informed of this change within a reasonable period of time and in such a way that the necessary measures can be taken. The aforementioned reasonable

period of time shall never be less than two (2) weeks following the date on which Elia issued a notification by registered mail informing [BRP] of this change.

Losses related to the use of the Offshore Interconnector at the BE-GB Border are not part of the allocation of the loss percentages at a [BRP] Offtake Point. These are charged as described in the applicable nomination rules in force, whether long-term, day-ahead or intraday, for the BE-GB Border, and as provided for in the operation of the Market Coupling for this Border, if necessary.

#### **19.5. Allocation at an Offshore Interconnector Connection Point**

For an Offshore Interconnector Connection Point, Elia allocates an Injection or Offtake corresponding to the difference between the measured physical Active Power transported via the Offshore Interconnector on the one hand and External Commercial Trade Schedules and, if applicable, Offshore Operational International Exchanges on the other. The allocation method is described in 0 to this Contract.

#### **19.6. Import and Export**

Confirmed and executed External Commercial Trade Schedules for Import and/or Export at one or more Borders related to [BRP]'s Physical Transmission Rights are, where appropriate, allocated to [BRP]'s Balancing Perimeter.

The allocation procedure is described in Article 24 of this BRP Contract.

#### **19.7. Internal Commercial Trade**

Confirmed Internal Commercial Trade Schedules for Internal Commercial Trade submitted by [BRP] shall be allocated to [BRP]'s Balancing Perimeter.

The BRP Contract governs [BRP]'s rights and obligations to submit Internal Commercial Trade Schedules.

Any Balance Responsible Party who is a CCP and who, in addition to submitting Internal Commercial Trade Schedules relating to transactions described in the Royal Decree Exchange or executed pursuant to the NEMO tasks outlined in the EU CACM Guideline, nominates other activities that belong to its Balancing Perimeter, must:

- request a separate Balancing Perimeter from Elia (having a specific EIC/Elia code) before submitting any Internal Commercial Trade Schedules relating to transactions described in the Royal Decree Exchange or executed pursuant to the NEMO tasks outlined in the EU CACM Guideline; and
- inform all the Balance Responsible Parties submitting Internal Commercial Trade Schedules alongside said Balance Responsible Party of this double Balancing Perimeter, indicating which Balancing Perimeter applies to which Internal Commercial Trade Schedule.

If [BRP] submits an Internal Commercial Trade Schedule for an Internal Commercial Trade with a Balance Responsible Party who is a CCP with more than one Balancing Perimeter, [BRP] must use the Balancing Perimeter specified by the CCP.

#### **19.8. Correction of the Balancing Perimeter when activating flexibility**

### *19.8.1. Activating CIPU Technical Units*

If [BRP], as a provider of ancillary services, has entered into an agreement for the provision of ancillary services by means of CIPU Technical Units, [BRP]'s Balancing Perimeter will be adjusted in the event of activation due to the participation of [BRP] in these services, except for the supply of FCR power. This correction will correspond to the Ordered Volume .

### *19.8.2. Activating non-CIPU Technical Units without Transfer of Energy*

#### *19.8.2.1 Exceptions to the market situation with Transfer of Energy*

The provisions of this article shall only apply to exceptions to a market situation with Transfer of Energy pursuant to Section 8.2 of the Rules governing Transfers of Energy.

Should an FSP activate balancing services from non-CIPU technical units or SDR services, the following rules shall apply to [BRP]'s Balancing Perimeter:

- If [BRP] is associated with this FSP, its Balancing Perimeter shall be adjusted, on a quarter-hourly basis, throughout the activation, due to the involvement of this FSP in these balancing services (in its capacity as BSP) or SDR service.  
This correction corresponds to the Ordered Volume of Flexibility per quarter-Hour during the activation period. With regard to the SDR, the activation period corresponds to the Effective Delivery period.
- If [BRP] is not associated with this FSP, its Balancing Perimeter shall not be adjusted according to the Delivered Volume of Flexibility during the activation period.

In case of such an activation, which impacts injection and offtake within [BRP]'s Balancing Perimeter, Elia shall provide [BRP] with information on the volume activated within [BRP]'s Balancing Perimeter pursuant to the provisions of 0 to the contract.

#### *19.8.2.2 Special arrangements for FCRs*

In the event of the activation of FDR power from non-CIPU technical units, the Balancing Perimeter shall not be adjusted.

### *19.8.3. Activating a non-CIPU Technical Unit with Transfer of Energy*

The provisions included in this article only apply to those markets specified in the Rules governing Transfers of Energy in a market situation with Transfer of Energy.

In case of an activation of Demand Flexibility by an FSP, the following rules apply with regard to [BRP]'s Balancing Perimeter. These rules are based on the principles for adjusting Balancing Perimeters described in Point 12 of the Rules governing Transfers of Energy:

- If [BRP] is not associated with this FSP, its Balancing Perimeter is adjusted on a quarter-hourly basis throughout the activation with the Delivered Volume of Flexibility, aggregated at the level of the Balancing Perimeter and aggregated on a quarter-hourly basis. The Delivered Volume of Flexibility at a Delivery Point is based on the principles governing the calculation of said Volume of Flexibility, as set out in section 11 of the Rules governing Transfers of Energy.

If the FSP delivers a larger volume than that ordered by Elia, the individual Delivered Volume of Flexibility at a Delivery Point, based on the aforementioned

rules and totalled across all Delivery Points participating in the delivery of flexibility pro rata to the sum of the individually Delivered Volume of Flexibility at all relevant Delivery Points, is adjusted so that the total Delivered Volume of Flexibility, across all Delivery Points participating in the delivery of flexibility, is equal to Elia's Ordered Volume of Flexibility.

- If [BRP] is associated with this FSP, in its capacity as BRPfsp, its Balancing Perimeter is adjusted by the difference between the Delivered Volume and the Ordered Volume, aggregated at the level of the Balancing Perimeter and aggregated on a quarter-hourly basis. In this way, the difference between the Delivered Volume and the Ordered Volume of Flexibility is allocated, on a quarter-hourly basis, to the Balancing Perimeter of [BRP] as BRPfsp, to which the Tariff for Imbalances is applied. The Delivered Volume of Flexibility at a Delivery Point is based on the principles governing the calculation of the Delivered Volume of Flexibility as set out in section 11 of the Rules governing Transfers of Energy.

If the FSP delivers a larger volume than that requested by Elia, the individual Delivered Volume of Flexibility at a Delivery Point, based on the aforementioned rules and totalled across all Delivery Points involved in the delivery of flexibility pro rata to the sum of the individual Delivered Volumes of Flexibility at all relevant Delivery Points, is adjusted so that the total Delivered Volume of Flexibility, totalled across all Delivery Points involved in the delivery of flexibility, is equal to Elia's Ordered Volume of Flexibility.

In the case of such an activation, Elia shall give [BRP] information about the activated volume in [BRP]'s Balancing Perimeter in accordance with the arrangements set out in Appendix 0.

## 20 BRP quarter-hourly Imbalance

[BRP]'s Imbalance per quarter-hour for every given quarter-hour Q is the difference per quarter-hour between the total Injection into the Elia Grid within [BRP]'s Balancing Perimeter and the total Offtake from the Elia Grid within [BRP]'s Balancing Perimeter.

The total Injection belonging to [BRP]'s Balancing Perimeter for a given quarter-hour is the sum of:

- all External Commercial Trade Schedules for Imports submitted and implemented by [BRP] for this quarter-Hour, including those incorporated by Elia into the Balancing Perimeter on [BRP]'s behalf, pursuant to Article 19.5 of this BRP Contract , as well as, for the BE-GB Border (taking into account losses for this Border), i) explicit External Commercial Trade Schedules for Imports submitted by [BRP] on the RNP and ii) implicit External Commercial Trade Schedules for Imports submitted on [BRP]'s behalf, which Elia and the RNP Operator shall ensure are directly incorporated into [BRP]'s Balancing Perimeter; and
- all actual Injections at the Injection Points, excluding those Injection Points that supply a CDS, allocated to [BRP], inter alia in the context of the coordination of Generation Unit Injection, for that quarter-Hour, taking into account all relevant Shared Injections, pursuant to Article 19.1 of this BRP Contract; and
- all CDS Injection Allocations allocated to [BRP], pursuant to Article 19.3 of this BRP Contract; and

- all Distribution Allocations allocated to [BRP] in the case of net Injection, pursuant to Article 19.2 of this BRP Contract; and
- all Internal Commercial Trade Schedules submitted by [BRP] ('as buyer') for this quarter-Hour, pursuant to Article 19.7 of this BRP Contract; and
- all equivalent Injections resulting from Perimeter corrections, in accordance with Article 19.8 of this BRP Contract; and
- the allocated Injection for an Offshore Interconnector Connection Point for the BRP<sub>O.I.</sub> of that point, in accordance with Article 19.5 and according to the description in 0 to this BRP Contract.

The Total Offtake belonging to [BRP]'s Balancing Perimeter for a given quarter-Hour is the sum of:

- all External Commercial Trade Schedules for Exports submitted and implemented by [BRP] for this quarter-Hour, including those incorporated by Elia into the Balancing Perimeter on [BRP]'s behalf, pursuant to Article 19.5 of this BRP Contract, as well as, for the BE-GB Border (taking into account losses for this Border), i) explicit External Commercial Trade Schedules for Exports submitted by [BRP] on the RNP and ii) implicit External Commercial Trade Schedules for Export submitted on [BRP]'s behalf, which Elia and the RNP Operator shall ensure are directly incorporated into [BRP]'s Balancing Perimeter; and
- all actual Offtake at Offtake Points, excluding those Offtake Points that supply a CDS, allocated to [BRP] for that quarter-Hour, taking into account all relevant Band Supplies (according to the provisions of the Access Contract), pursuant to Article 19.1 of this BRP Contract; and
- all CDS Offtake Allocations allocated to [BRP], pursuant to Article 19.3 of this BRP Contract; and
- all Distribution Allocations allocated to [BRP] in the case of net Injection, pursuant to Article 19.2 of this BRP Contract; and
- all Internal Commercial Trade Schedules submitted by [BRP] ('as buyer'), for this quarter-Hour, pursuant to Article 19.7 of this BRP Contract; and
- all equivalent Offtake resulting from Perimeter corrections, in accordance with Article 19.8; and
- the allocated Offtake for an Offshore Interconnector Connection Point for the BRP<sub>O.I.</sub> of that point, in accordance with Article 19.5 and according to the description in 0 to this Contract; and
- for the Offtake measured at Offtake Points, for Distribution Allocations and for CDS Allocations connected to the Elia Grid (in the event of net Offtake, without prejudice to the provisions of the Federal Grid Code and, where appropriate, in accordance with the applicable regional legislation, a loss percentage of this Offtake will be allocated additionally to [BRP]'s Balancing Perimeter. These percentages will be published on Elia's website and can, if necessary, be adjusted annually on the basis of the metered losses, pursuant to Article 19.4.

## 21 Data exchange

Elia will make the aggregated and validated metering data from the Access Points of [BRP] directly connected to the Elia Grid available to [BRP] at the latest on the tenth (10th) of the month following the month in which the data were collected. In the case of Band Supplies or Shared Injection, or in case of two Balance Responsible Parties being appointed to monitor the Offtake and/or Injection at an Access Point, in accordance with the Access Contract, only that part allocated to the Balancing Perimeter of [BRP] will be made available to [BRP].

Elia will make the imbalance settlement volume available to [BRP] at the latest at the end of the month M+2 following the month in which the metering data were calculated; these are used as a basis for calculating the imbalance settlement.

If [BRP] is also a BRPfsp, Elia will make the aggregated volumes per Provider of non-reserved tertiary control power from non-CIPU Technical Units available to [BRP] at the latest at the end of month M+2 following the month in which the metering data were collected.

Elia will also make the aggregated and non-validated metering data from [BRP]'s Access Points available to [BRP] on a daily basis, unless this is not possible for Elia for technical reasons.

Elia is not responsible for the validity of non-validated metering data, nor for metering data communicated by third parties, and will under no circumstances accept liability for any possible damage caused by non-validated metering data.

The metering data relating to Injection and/or Offtake Points connected to a Public Distribution System will be supplied to [BRP] by the distribution system operator in question, in accordance with the applicable grid code(s) for the distribution of electricity. The metering data relating to CDS Access Points connected to a CDS will be supplied to [BRP] by the CDS Operator in question, in accordance with the rules described in the Access Contract.

## 22 Pooling Agreement

Without prejudice to the respective responsibilities, [BRP] may, in conjunction with one or more other Balance Responsible Parties that have signed a Balance Responsible Party contract with Elia, share (or 'pool') its Imbalance with the Imbalances of the other Balance Responsible Party/(Parties) mentioned above. Such an agreement is referred to hereinafter as a 'Pooling Agreement'.

The Pooling Agreement must satisfy the criteria laid down in 0 to the BRP Contract ('Pooling Agreement').

[BRP] can either:

- enter into one (1) Pooling Agreement designating another Balance Responsible Party as the "Head of the Pool", to be invoiced for their total Imbalance; or
- enter into a Pooling Agreement in which [BRP] is designated as the Head of the Pool by one or more Balance Responsible Parties and will be invoiced for their total Imbalance.

When more than one Pooling Agreement exists in which the total Imbalance is invoiced to [BRP] for each Pooling Agreement, all of these total Imbalances will be further combined and determined on the basis of the synchronised Imbalances for each of the aforementioned Pooling Agreements.

The Pooling Agreement must be jointly made known to Elia by the Pooling Parties and must be validly signed by each of them. This joint notification will indicate to Elia the Head of the Pool whom Elia will invoice for the total Imbalance created by the pooling.

If the Head of the Pool designated by other Balance Responsible Parties in the Pooling Agreement to pay their total Tariff for Imbalances does not fulfil, for whatever reason, its payment obligations to Elia under the Pooling Agreement and the terms of the BRP Contract, Elia will suspend the validity of said Pooling Agreement relating to Elia for as long as said payment obligations are not fulfilled. Elia will then send individual invoices to the respective Balance Responsible Parties as if there were no Pooling Agreement. These invoices will then be retroactive to the due date of the invoice(s) for the total Tariff for Imbalances and late-payment interest will be added in accordance with the provisions of the Act of 2 August 2002.

If necessary, the Parties state that any payment by [BRP] to the Head of the Pool under the Pooling Agreement cannot be deemed to discharge [BRP] from its obligations towards Elia. The conclusion of this BRP Contract and Elia's awareness of the Pooling Agreement cannot under any circumstances be deemed to constitute the agreement by Elia to a discharge payment to the Head of the Pool. Each Party within a Pooling Agreement continues to be fully obliged to comply with its obligations to Elia arising from this BRP Contract. To avoid any ambiguity, the parties to a Pooling Agreement waive the benefit of discussion with regard to Elia.

The Pooling Agreement does not create specific obligations for Elia except for what is specifically stated herein.

# Section XIII: Daily Balancing Schedule

## 23 Daily Balancing Schedule

### 23.1. *Submission and conditions for the submission of Daily Balancing Schedules*

When [BRP] submits to Elia its Day-Ahead Daily Balancing Schedule for its Balancing Perimeter, [BRP] shall ensure that the part of this Daily Balancing Schedule concerning Total Injection in its Balancing Perimeter for every quarter-Hour period is equal to the part of its Schedule relating to the Total Offtake in its Balancing Perimeter.

When [BRP] submits to Elia its Intraday Daily Balancing Schedule for its Balancing Perimeter, [BRP] shall ensure to maintain a balance on a quarter-Hourly basis pursuant to the provisions of Article 14.

In addition, [BRP] shall comply with the following rules.

### 23.2. *Physical Nominations for Injection and Offtake Points, for Distribution Allocations, for Allocations for a CDS connected to the Elia Grid, for Internal or External Commercial Trade Schedules, and for Offshore Interconnector Connection Points*

#### 23.2.1. *Regarding Physical Nominations for Injection and Offtake Points, for Distribution Allocations and for Allocations for a CDS connected to the Elia Grid*

All Physical Nominations for Injection Points and/or Offtake Points and for Distribution Allocations and for Allocations for a CDS allocated to [BRP]'s Balancing Perimeter, must be submitted by [BRP] to Elia in accordance with the procedure described in Article 24 and before the cut-off time stated therein.

Physical Nominations submitted for Injection Points and/or Offtake Points, for Distribution Allocations and for Allocations for a CDS allocated to [BRP]'s Balancing Perimeter must correspond as closely as possible with the actual Offtake and Injection.

Day-Ahead and Intraday Physical Nominations submitted for the Injection Point(s) of the Generation Units supplying the Strategic Generation Reserve must be equal to zero (0) MW for each quarter-Hour, in accordance with the principles laid down in Article 7septies (2) of the Electricity Act.

#### 23.2.2. *Internal and External Commercial Trade Schedules*

All External Commercial Trade Schedules for Imports and/or Exports (excluding those incorporated by Elia into the Balancing Perimeter on [BRP]'s behalf), provided that the necessary Physical Transmission Rights have been obtained, and all Internal Commercial Trade Schedules must be submitted by [BRP] to Elia<sup>2</sup> as per the procedure set out in Article 24 and before the deadline set therein.

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<sup>2</sup>The Internal Commercial Trade Schedules are either submitted by [BRP] to Elia or incorporated by Elia into the Balancing Perimeter on [BRP]'s behalf on an intraday basis or by Day D+1 at the latest, in accordance with the provisions of the BRP Contract. Any reference in this BRP Contract to [BRP] Intraday Commercial Trade Schedules and/or the submission of these Schedules by [BRP] consequently refers to both the data set submitted to Elia by [BRP] and those incorporated by Elia into the Balancing Perimeter on [BRP]'s behalf, unless explicitly stated otherwise.

With respect to the aforementioned Internal and External Commercial Trade Schedules, [BRP] shall avoid any and all external inconsistency as defined in Articles 23.3.3, 23.3.4, 23.3.5 and 23.3.6 of the BRP Contract.

External Commercial Trade Schedules must respect at all times the Physical Transmission Rights obtained in accordance with the procedure detailed in Article 0 of the BRP Contract.

*Additional rules regarding Physical CDS Offtake and/or Injection Nominations for a CDS connected to the Elia Grid.*

[BRP] cannot make any Physical Nominations for a CDS until its name is communicated to Elia by the CDS Operator as stated in the Access Contract between Elia and the CDS Operator.

For every CDS on which [BRP] is active, [BRP] performs a Physical Nomination corresponding to its Offtake and/or Injection for all Market Access Points within this CDS which [BRP] is tasked with monitoring, namely the entire volume of energy for which [BRP] is responsible within this CDS.

By way of exception, [BRP] shall perform individual Physical Nominations for the volume of energy at every Market Access Point within its perimeter with a CIPU contract with Elia and a Physical Nomination for the volume of energy of every Market Access Point within its perimeter, pursuant to Appendix 14 ter of the Access Contract.

If the CDS has multiple Access Points to the Elia Grid, the Physical Nomination(s) made by [BRP] pursuant to the two paragraphs above for the Market Access Points which [BRP] is responsible for monitoring shall be associated with only one of these Access Points. A Physical Nomination equal to zero (0) MW must be submitted for the other Access Point(s), unless current tariff rules require that this volume of energy be allocated between every Access Point based on the actual situation.

#### *23.2.3. Physical Nominations for an Offshore Interconnector Connection Point*

A Balance Responsible Party may not make any Physical Nomination for an Offshore Interconnector Connection Point unless it has the status of BRP<sub>O.I.</sub> for that Offshore Interconnector Connection Point.

A Day-Ahead Physical Nomination for an Offshore Interconnector Connection Point allocated to the Balancing Perimeter of the Balance Responsible Party associated with this Offshore Interconnector shall be as close as possible to the difference between the expected physical Active Power transmitted via the Offshore Interconnector on the one hand and all Day-Ahead External Commercial Trade Schedules submitted on the Offshore Interconnector and, where applicable, the Day-Ahead result of the Offshore Operational International Exchange on the other, as stated in 0 to this Contract.

### **23.3. Evaluation of the Daily Balancing Schedules submitted**

Elia shall evaluate the Physical Nominations and Internal or External Commercial Trade Schedules for Day D detailed below as part of its responsibility for managing and maintaining the Elia Grid, more specifically taking into account safety, reliability and efficiency considerations as well as the obligations set out in Article 23.1 of the BRP Contract.

#### *23.3.1. Day-Ahead Physical Nominations for Offtake at an Offtake Point*

Elia shall evaluate the Day-Ahead Physical Nomination involving Offtake at an Offtake Point in accordance with the legislation in force and in particular, (i) in the event of a Band Supply, or (ii) in the event that two Balance Responsible Parties are made responsible for monitoring the Offtake and/or Injection at an Access Point, in accordance with the provisions of the Access Contract.

#### *23.3.2. Day-Ahead and Intraday Physical Nominations for Injection at an Injection Point*

Elia shall evaluate Day-Ahead and/or Intraday Physical Nominations involving Injections at an Injection Point in accordance with the legislation in force and in particular in accordance with the provisions of the CIPU Contract. The Access Contract describes the procedure to be followed in the case of Shared Injection or in the event of two Balance Responsible Parties being made responsible for monitoring Offtake and/or Injection at an Access Point.

#### *23.3.3. Day-Ahead External Commercial Trade Schedules*

Elia shall evaluate the Day-Ahead External Commercial Trade Schedules for Day-Ahead Import and/or Export in accordance with the legislation in force.

[BRP] has sufficient experience in the functioning of International Exchanges of energy and understands and accepts that Elia, like any other grid operator, must, for the fulfilment of any contractual obligations mentioned herein, comply with international rules regarding such exchanges.

For the application of this article and the associated appendices or articles, there is, except for the BE-GB Border, an external inconsistency when:

- a) a [BRP] External Commercial Trade Schedule contains an International Exchange whose equivalent, insofar as Elia has been officially notified thereof by the transmission system operator operating the Scheduling Area in question, has not been accepted by the latter; or
- b) a [BRP] External Commercial Trade Schedule contains an International Exchange that, insofar as Elia has been officially notified thereof by the transmission system operator operating the Scheduling Area in question, differs for a given unit of time from the equivalent International Exchange accepted by the latter.

In both cases, Elia is entitled to:

- a) reject said External Commercial Trade Schedule involving an International Exchange; or
- b) partially accept said External Commercial Trade Schedule involving an International Exchange; or
- c) accept said External Commercial Trade Schedule involving an International Exchange and then invoice [BRP] the Tariff for external inconsistency.

With regard to explicit Day-Ahead External Commercial Trade Schedules on the BE-GB Border submitted by [BRP] on the RNP, Elia shall receive these reconciled External Commercial Trade Schedules from the RNP and then automatically allocate them to the Balancing Perimeter of the Balance Responsible Party in question.

Elia and the RNP Operator shall ensure that any implicit Day-Ahead External Commercial Trade Schedules on the BE-GB Border submitted on the Shipping Agent's behalf are directly incorporated into the Shipping Agent's Balancing Perimeter.

#### *23.3.4. Intraday External Commercial Trade Schedules*

Elia shall evaluate the Intraday External Commercial Trade Schedules for Intraday Import and/or Export in accordance with the legislation in force.

[BRP] has sufficient experience in the functioning of International Exchanges of energy and understands and accepts that Elia, like any other grid operator, must, for the fulfilment of any

contractual obligations mentioned herein, comply with international rules regarding such exchanges.

For the application of this article and the associated appendices or articles, there is, except for the BE-GB Border, an external inconsistency when:

- a) a [BRP] Intraday External Commercial Trade Schedule contains an International Exchange whose equivalent, insofar as Elia has been officially notified thereof by the transmission system operator operating the Scheduling Area in question, has not been accepted by the latter; or
- b) a [BRP] Intraday External Commercial Trade Schedule contains an International Commercial Exchange that, insofar as Elia has been officially notified thereof by the transmission system operator operating the Scheduling Area in question, differs for a given unit of time from the equivalent International Exchange accepted by the latter.

In both cases, Elia is entitled to:

- i. reject said External Commercial Trade Schedule involving an International Exchange; or
- ii. partially accept said External Commercial Trade Schedule involving an International Exchange.

Elia and the RNP Operator shall ensure that any implicit Intraday External Commercial Trade Schedules on the BE-GB Border submitted on the Shipping Agent's behalf are directly incorporated into the Shipping Agent's Balancing Perimeter.

With regard to explicit Intraday External Commercial Trade Schedules on the BE-GB Border submitted by [BRP] on the RNP, Elia shall receive these reconciled External Commercial Trade Schedules from the RNP and then automatically allocate them to the Balancing Perimeter of the Balance Responsible Party in question.

#### *23.3.5. Day-Ahead Internal Commercial Trade Schedules*

Elia shall evaluate the Day-Ahead Internal Commercial Trade Schedules for Day-Ahead Internal Commercial Trade in accordance with the legislation in force.

For the application of this article and the associated appendices or articles, there is an external inconsistency when:

- a) a [BRP] Internal Commercial Trade Schedule contains a Day-Ahead Internal Commercial Trade with another Balance Responsible Party, and the Internal Commercial Trade Schedule for this Day-Ahead Internal Commercial Trade has not been made known to Elia by means of an Internal Commercial Trade Schedule from this other Balance Responsible Party; or
- b) a [BRP] Internal Commercial Trade Schedule contains a Day-Ahead Internal Commercial Trade with another Balance Responsible Party, and the Internal Commercial Trade Schedule for this Day-Ahead Internal Commercial Trade differs for any given quarter-Hour from the corresponding Internal Commercial Trade Schedule submitted by this other Balance Responsible Party; or
- c) there is a Day-Ahead Internal Commercial Trade within the framework of a Belgian power exchange operated by a CCP, fulfilling the conditions described in a) or b).

In these cases, Elia is entitled to:

- i. reject said [BRP] Internal Commercial Trade Schedule involving a Day-Ahead Internal Commercial Trade; or
- ii. accept said [BRP] Internal Commercial Trade Schedule involving a Day-Ahead Internal Commercial Trade and invoice [BRP] the Tariff for external inconsistency, up to 100% in case a) above and 50% in case b) above; or
- iii. accept said [BRP] Internal Commercial Trade Schedule involving Day-Ahead Internal Commercial Trade and invoice [BRP] the Tariff for external inconsistency according to the following rules depending on whether [BRP] is the CCP or the CCP's Counterparty as per c) above: the Tariff for external inconsistency is to be charged to the CCP's Counterparty in its entirety. However, should the CCP's Counterparty contest the invoice and prove that the situation detailed in c) above is the result of an error committed by the CCP, Elia shall issue a credit note to the CCP's Counterparty for the entire amount of the aforementioned invoice and shall issue a new invoice to the CCP for the same amount, capped at the amount set out in the regulation establishing a power exchange as approved by ministerial decree and as per the applicable liability limit between the CCP and the CCP's Counterparty. The aforementioned maximum limit will not apply if the error committed by the CCP is fraudulent or deliberate.

#### 23.3.6. *Intraday Internal Commercial Trade Schedules*

Elia shall evaluate the Intraday Internal Commercial Trade Schedules in accordance with the legislation in force.

For the application of this article and the associated appendices or articles, there is an external inconsistency when:

- a) a [BRP] Internal Commercial Trade Schedule contains an Intraday Internal Commercial Trade with another Balance Responsible Party, and the Internal Commercial Trade Schedule for this Intraday Internal Commercial Trade has not been made known to Elia by means of an Internal Commercial Trade Schedule from this other Balance Responsible Party; or
- b) a [BRP] Internal Commercial Trade Schedule contains an Intraday Internal Commercial Trade with another Balance Responsible Party, and the Internal Commercial Trade Schedule for this Intraday Internal Commercial Trade differs for any given quarter-Hour from the corresponding Internal Commercial Trade Schedule submitted by this other Balance Responsible Party; or
- c) there is an Intraday Internal Commercial Trade within the framework of a Belgian power exchange operated by a CCP, fulfilling the conditions described in a) or b).

In these cases, Elia is entitled to:

- i. reject said [BRP] Internal Commercial Trade Schedule involving an Intraday Internal Commercial Trade; or
- ii. accept said [BRP] Internal Commercial Trade Schedule involving an Intraday Internal Commercial Trade and invoice [BRP] the Tariff for external inconsistency according to the following rules depending on whether [BRP] is the CCP or the CCP's Counterparty as per c) above: the Tariff for external inconsistency is to be charged to the CCP's Counterparty in its entirety. However, should the CCP's Counterparty contest the invoice and prove that the situation detailed in c) above is the result of an error committed by the CCP, Elia shall issue a credit note to the CCP's Counterparty for the entire amount of the aforementioned invoice and shall issue a new invoice to the CCP for the same amount, capped at the amount set out in the regulation establishing a

power exchange as approved by ministerial decree and as per the applicable liability limit between the CCP and the CCP's Counterparty. The aforementioned maximum limit will not apply if the error committed by the CCP is fraudulent or deliberate.

In the case of Day-Ahead Daily Balancing Schedules repeated on Day D-1 for which Total Injection within the [BRP] Perimeter is not equal to the Total Offtake for the same Perimeter per quarter-Hour for Day D (without taking into account inaccuracies when rounding up or down), [BRP] is prohibited from utilising Intraday Internal Commercial Trade mechanisms for thirty (30) calendar days beginning immediately following notification by Elia. 'Repeated' in this case means three (3) consecutive calendar days or five (5) calendar days in one (1) calendar month.

This prohibition shall apply once Elia detects a significant and systematic difference between:

- [BRP]'s Physical Nominations for the Access Points and the Offtake or Injections measured at the Access Points;
- [BRP]'s Physical Distribution Nominations and Distribution Allocations received from the Public Distribution System Operators;
- Physical CDS Nominations and CDS Allocations received from CDS Operators; and

should this situation continue after Elia has notified [BRP] thereof.

#### **23.4. Confirmation or rejection of Daily Balancing Schedules**

Confirmation of Daily Balancing Schedules means that the Physical Nominations and Internal and External Commercial Trade Schedules have been accepted by Elia and can be applied by [BRP].

Elia shall notify [BRP]:

- On Day D-1 whether it has confirmed [BRP]'s Day-Ahead Daily Balancing Schedule as per the aforementioned conditions for Physical Nominations and Day-Ahead Commercial Trade Schedules to be submitted on Day D-1. If [BRP] has not been notified by 6 p.m. on Day D-1, [BRP] shall call Customer Services (see 0) to obtain confirmation.
- Fifteen (15) minutes prior to delivery whether or not Elia confirms [BRP]'s Intraday External Commercial Trade Schedules as per the aforementioned conditions for Intraday External Commercial Trade Schedules involving Intraday Import and/or Export. If Elia has not confirmed these External Commercial Trade Schedules, [BRP] cannot implement them.
- On Day D+1 whether it confirms [BRP]'s Intraday Internal Commercial Trade Schedules as per the aforementioned conditions for Intraday Internal Commercial Trade. If [BRP] has not been notified by 6 p.m. on Day D+1, [BRP] shall call Customer Services (see 0) to obtain confirmation.
- Fifteen (15) minutes at the latest before the Intraday Physical Nomination enters into force, whether it confirms [BRP]'s Intraday Physical Nominations in accordance with the aforementioned conditions for Intraday Physical Nominations relating to Injection at an Injection Point. If Elia has not confirmed these Physical Nominations, [BRP] may not implement them.

Elia shall provide reasons for its rejection of [BRP]'s Daily Balancing Schedules.

## **24 Procedure for submitting Daily Balancing Schedules**

### **24.1. Daily Schedules for External Commercial Trade**

Nominations for Day D relating to Physical Transmission Rights for Import and Export for the period defined in EU HAR for the BE-GB Border shall, where appropriate, be submitted and amended by [BRP] on the RNP in accordance with the Channel Region Long-Term Nomination Rules.

If the BE-GB Long-Term Nomination Rules apply for the BE-GB Border, without prejudice to the above paragraph, [BRP] shall submit and amend Nominations for Day D with regard to Physical Transmission Rights in its External Commercial Trade Schedule, on the RNP in line with these rules.

In the context of Market Coupling, implicit Day-Ahead External Commercial Trade Schedules shall be submitted by the Shipping Agent for the Border in question. With regard to the BE-GB Border, the Day-Ahead External Commercial Trade Schedules shall be submitted on the Shipping Agent's behalf with respect to the implicit Market Coupling for this Border.

If the daily capacity for Import and Export cannot be allocated through Market Coupling, the Day-Ahead External Commercial Trade Schedules for Day D with respect to Physical Transmission Rights shall be submitted to Elia and may be amended by [BRP] in accordance with Elia's instructions, depending on the daily capacity allocated at the explicit auctions at the relevant Borders, as per the Shadow Allocation Rules published on the auction platform's website.

At the BE-GB Border, the Day-Ahead External Commercial Trade Schedules with respect to Physical Transmission Rights for this Border allocated at explicit auctions shall, where appropriate, be submitted and may be amended by [BRP] on the RNP in accordance with the BE-GB Day-Ahead Nomination Rules.

With regard to the Intraday allocation of Physical Transmission Rights for Import and/or Export between the Scheduling Area operated by Elia and another Scheduling Area, Intraday External Commercial Trade Schedules shall be integrated by Elia into [BRP]'s Balancing Perimeter on [BRP]'s behalf after the Intraday Cross-Zonal Gate Closure Time.

With regard to the BE-GB Border, the Intraday External Commercial Trade Schedules shall be submitted on the Shipping Agent's behalf with respect to the implicit Market Coupling for this Border.

At the BE-GB Border, where appropriate and without prejudice to the previous paragraph, the External Commercial Trade Schedules concerning Physical Transmission Rights allocated at explicit auctions in accordance with the BE-GB Intraday Explicit Auction Rules shall be submitted and may be amended by [BRP] on the RNP pursuant to the BE-GB Intraday Nomination Rules.

Upon conducting an Offshore Operational International Exchange on the BE-GB Border, the Commercial Trade Schedules are submitted on the RNP.

External Commercial Trade Schedules involving Import and/or Export between the Scheduling Area operated by Elia and another Scheduling Area must be submitted with an accuracy of 0.1 MW. External Commercial Trade Schedules must contain an Active Power value for every Hour of the day with regard to [BRP]'s corresponding Physical Transmission Right. The RNP's rules apply to the BE-GB Border.

[BRP] must indicate its counterparty on the External Commercial Trade Schedule form (its counterparty being the party submitting the corresponding External Commercial Trade Schedule to the system operator running the Scheduling Area in question). This party is generally [BRP] itself. In the event of an International Exchange with the Dutch Scheduling Area, this party must be the counterparty previously indicated to the system operator running the Dutch Scheduling Area; said counterparty is either [BRP] itself or another Balance Responsible Party that has concluded a BRP

Contract with the system operator running the Dutch Scheduling Area and with Elia. The counterparty's unique EIC code must be given as the name of the counterparty on the External Commercial Trade Schedule form. The RNP's rules apply to the BE-GB Border.

#### **24.2. Physical Nominations for Access Points and Injections/Offtake within a CDS**

The process described in this section also applies to Physical Nominations for Injections and Offtake for all CDSs connected to the Elia Grid.

Day-Ahead Physical Nominations for Day D concerning an Offtake Point allocated in accordance with the procedures set out in Article 19 as well as Physical Nominations relating to all Market Access Points which [BRP] is responsible for monitoring within a CDS as per Article 0 must be submitted by [BRP] to Elia and may be amended by [BRP] no later than 2.30 p.m. on Day D-1.

Day-Ahead Physical Nominations for Day D relating to access rights for an Injection Point allocated in accordance with the procedures set out in Article 19 must be submitted by [BRP] to Elia and may be amended by [BRP] no later than 3 p.m. on Day D-1.

Day-Ahead Physical Nominations for Day D relating to access rights for an Injection Point concerning a Generation Unit supplying Strategic Generation Reserve, allocated in accordance with procedures set out in Article 19, must be submitted by [BRP] to Elia and may be amended by [BRP] no later than 10 a.m. on Day D-1.

Intraday Physical Nominations for Day D relating to access rights for an Injection Point must be submitted to Elia by [BRP] and may be amended by [BRP] between 6 p.m. on Day D-1 and 10.45 p.m. on Day D in accordance with the conditions of the CIPU Contract and, regarding the Strategic Generation Reserve, in accordance with the additional procedures set out in the contracts concluded with Elia relating to the supply of the Strategic Generation Reserve.

Physical Nominations involving Offtake Points or CDS Injections/Offtake must be submitted for each Offtake Point or for each CDS Access Point to the Elia Grid to which they are connected, as per the provisions of Article 0, with an accuracy of 0.1 MW.

Physical Nominations relating to Injection Points must be submitted for each Injection Point and per alternator with an accuracy of 0.1 MW. Physical Nominations must contain an Active Power value for each quarter-Hour of the day with respect to the corresponding [BRP] access right.

#### **24.3. Physical Nominations for Distribution Offtake**

Day-Ahead Physical Nominations relating to Offtake Points or Injection Points connected to a Public Distribution System and belonging to the balancing area operated by Elia must be submitted for each Public Distribution System, with an accuracy of 0.1 MW, before 2.30 p.m. on Day D-1. Physical Nominations must contain an Active Power value for each quarter-Hour of the day with respect to the corresponding [BRP] access right.

If Injection Points connected to a Public Distribution System have an impact on the Elia Grid, then the Physical Nominations for those injections must be submitted for each Injection Point.

#### **24.4. Internal Commercial Trade Schedules**

Day-Ahead Internal Commercial Trade Schedules for Day D involving Day-Ahead Internal Commercial Trade must be submitted to Elia by [BRP] and may be amended before 2 p.m. on Day D-1.

Intraday Internal Commercial Trade Schedules for Day D involving Intraday Internal Commercial Trade must be submitted to Elia by [BRP] and may be amended before 2 p.m. on Day D+1 and the submission can start no later than 11 p.m. on Day D-1.

Internal Commercial Trade Schedules must be submitted with an accuracy of 0.1 MW. Day-Ahead Internal Commercial Trade Schedules for Day D relating to Day-Ahead Internal Commercial Trade must generally include all of the energy exchanged on a Day-Ahead basis on a Belgian power exchange operated by a CCP. The Internal Commercial Trade Schedules must contain an Active Power value for each quarter-Hour of the day. [BRP] must specify its counterparty on the Internal Commercial Trade Schedule form (its counterparty being the Balance Responsible Party or Elia with whom the energy is exchanged). The counterparty's unique EIC code must be given as the name of the counterparty on the Internal Commercial Trade Schedule form.

Each Internal Commercial Trade Schedule involving an Internal Commercial Trade with another Balance Responsible Party must be confirmed by a corresponding Internal Commercial Trade Schedule submitted by this other Balance Responsible Party. Elia shall conduct balancing Internal Commercial Trades on Day D-1 for Day-Ahead Internal Commercial Trades or Day D+1 for Intraday Internal Commercial Trade, provided that the Internal Commercial Trade Schedule involving an Internal Commercial Trade is confirmed by an equivalent Internal Commercial Trade Schedule submitted by the other Balance Responsible Party in question.

In the event that the two Internal Commercial Trade Schedules for an Internal Commercial Trade differ for one or more quarter-Hours, [BRP] may adjust the Internal Commercial Trade Schedule in question before 2.30 p.m. on Day D-1 for a Day-Ahead Internal Commercial Trade and Day D+1 for an Intraday Internal Commercial Trade. If for any reason [BRP] cannot access Elia's E-Nominations system to submit its Internal Commercial Trade Schedule and therefore is not told whether its Schedule has been confirmed by an equivalent Schedule from the corresponding Balance Responsible Party, [BRP] should contact Elia's Customer Services (see 0 – Contact details - Submission of Daily Balancing Schedules or on our website under 'Documentation').

#### **24.5. *Physical Nominations for an Offshore Interconnector Connection Point***

The BRP<sub>O.I.</sub> must submit Physical Nominations for Day D for an Offshore Interconnector Connection Point pursuant to Article 23.2.3 and the description in 0 to Elia by 2.30 p.m. on Day D-1, with an accuracy of 0.1 MW.

## **25 System for submitting Daily Balancing Schedules**

### **25.1. *Internal and External Commercial Trade Schedules and Physical Nominations for Offtake Points, for Distribution Offtake and Offtake from CDSs connected to the Elia Grid, and for Offshore Interconnector Connection Points***

Internal and External Commercial Trade Schedules and Physical Nominations for Offtake Points, Total Distribution Offtake and Total CDS Offtake must be submitted with Elia's E-Nominations system through the Elia website, or can be consulted by [BRP] with the Elia E-Nominations system on the Elia website i) in case of incorporation by Elia into its Balancing Perimeter on [BRP]'s behalf and ii) in case of Import and/or Export for the BE-GB Border.

With regard to Import and/or Export for the BE-GB Border, [BRP]'s External Commercial Trade Schedules must be submitted on the RNP and not directly with the E-Nominations system. However, [BRP] can consult these External Commercial Trade Schedules through Elia's E-Nominations system on the Elia website.

[BRP] must have concluded a Nomination Participation Agreement to be able to submit External Commercial Trade Schedules at the BE-GB Border.

If the RNP submission system is unavailable, Elia reserves the right, in consultation with the RNP Operator, to designate another submission system for External Commercial Trade Schedules at

the BE-GB Border, in which case Elia undertakes to communicate in good time on the applicable External Commercial Trade Schedule procedures, which may deviate from the principles laid down in this BRP Contract if necessary.

Access to Elia's E-Nominations system is only possible with a valid user ID and password.

The Balance Responsible Parties must take all necessary measures to prevent any abuse or misuse of the user ID provided by Elia. Elia shall not be liable in any way for the abuse or misuse of this user ID. The Balance Responsible Parties shall indemnify Elia for any loss, charges, costs and damages incurred as a result of said abuse or misuse of the user ID and shall protect Elia against any claims from third parties related to the abuse or misuse of the user ID.

Some maintenance operations or unscheduled periods of unavailability may temporarily render unavailable Elia's balancing E-Nominations system and/or the Intraday allocation system.

Such scheduled and unscheduled periods of unavailability may involve the cancellation of one or more Intraday Cross-Zonal Gate Closure Times. In this case, Elia shall not take into account any [BRP] Intraday External Commercial Trade Schedules relating to the Intraday Cross-Zonal Gate Closure Time(s) concerned.

No compensation shall be due in connection with the cancellation of these Intraday Cross-Zonal Gate Closure Times.

Please contact Elia's Customer Services (see 0 or consult our website under 'Documentation') for information about Elia's E-Nominations system and how to access it.

For information about the RNP and access thereto, please refer to the Nomination Participation Agreement.

Elia's receipt of the Daily Schedule submitted by [BRP] is not guaranteed. [BRP] shall be required to verify through via the Elia E-Nominations system whether the Daily Balancing Schedule submitted by [BRP] has been safely received by Elia.

## **25.2. *Physical Nominations for Injection Points***

Physical Nominations involving Injection Points must be submitted as per the provisions of the CIPU Contract.

## **26 Complete or partial rejection of Daily Balancing Schedules on Day D-1 and complete or partial suspension of Daily Balancing Schedules on Day D**

### **26.1. *Complete or partial rejection of Daily Balancing Schedules on Day D-1***

#### **26.1.1. *Principle***

Elia is authorised to refuse to implement on Day D-1 all or part of a Daily Balancing Schedule for Day D if said Daily Balancing Schedule jeopardises the balance of the load-frequency control area or the safety, reliability or efficiency of the Elia Grid. Such situations are detailed in Article 26.3.

#### **26.1.2. *Notification procedure***

Elia shall notify [BRP], as quickly as possible and by email, of its decision to refuse to implement all or part of a Daily Balancing Schedule for Day D and the reasons behind this decision. This notification shall be issued to the [BRP] point of contact specified in 0 of the BRP Contract, who must be available 24 hours a day.

### **26.2. *Complete or partial suspension of Daily Balancing Schedules on Day D***

### 26.2.1. Principle

Elia is authorised to suspend on Day D all or part of a Daily Balancing Schedule for Day D if said Daily Balancing Schedule jeopardises the balance of the load-frequency control area or the safety, reliability or efficiency of the Elia Grid. Such situations are detailed in Article 26.3.

### 26.2.2. Notification procedure

Elia shall notify [BRP], by email and no later than fifteen (15) minutes prior to the suspension becoming effective, of its decision to suspend all or part of a Daily Balancing Schedule for Day D and the reasons behind this decision. This notification shall be issued to the [BRP] point of contact specified in 0 of the BRP Contract, who must be available 24 hours a day.

### 26.3. Situations referred to in Articles 26.1 and 26.2

The situations that may result in the complete or partial rejection or suspension of Daily Balancing Schedules are listed below. Depending on the circumstances, these situations may cause [BRP] to amend its commercial trade schedule or prevent [BRP] from implementing all or part of its Daily Balancing Schedule. Where appropriate and if provided for in the applicable rules, a financial settlement may be involved.

- When Day-Ahead and Intraday Physical Nominations submitted for the Injection Point(s) of the Generation Units supplying the Strategic Generation Reserve are not equal to zero (0) MW for every quarter-Hour, in accordance with the provisions laid down in Article **Error! Reference source not found.** and 19.1 and the operational and technical terms and conditions of the CIPU Contract.
- In the event of such external inconsistencies as set out in Articles 23.3.3, 23.3.4, 23.3.5 and 23.3.6 and in accordance with the operational and financial terms and conditions set out in these articles.
- To prevent grid congestion and in accordance with the operational and financial terms and conditions of the CIPU Contract.
- In the event of a reduction in inter-zonal exchange capacity in accordance with the applicable operational and financial terms and conditions (in particular, where appropriate and applicable, the provisions of the EU CACM and FCA Guidelines).
- Any other exceptional situation that jeopardises the safety, reliability and efficiency of the grid. In this case, Elia shall notify both [BRP] and CREG.

### 26.4. Procedure for amendments proposed by BRP in relation to Band Supplies

In the specific case of the reduction by Elia, in accordance with Articles 26.1 and/or 26.2, of a [BRP] External Commercial Trade Schedule for an Import for Day D and if [BRP] is the Balance Responsible Party responsible for Band Supply at one or more Access Points, [BRP] shall be authorised to suggest amending one or more Physical Nominations that have already been accepted by Elia for Day D and concern Band Supply, provided that the following conditions are met:

- a) [BRP] informs Elia of its proposal to amend a Physical Nomination in accordance with 0 to the BRP Contract, and before 2 p.m. on Day D+1;
- b) the proposed Physical Nomination amendments must comply with the provisions of Article **Error! Reference source not found.** of the BRP Contract (except as regards the deadline for submitting Physical Nominations);

- c) the amendment request is confirmed by the Elia Grid User at the Access Point concerned within the same deadline indicated in point a).

Moreover, for each quarter-Hour affected by the amendment:

- d) the sum of the reductions between the Band Supply Physical Nominations accepted on Day D-1 and the Band Supply Physical Nominations submitted on Day D+1 by [BRP] is at most equal to the sum of the reductions applied by Elia to [BRP] 's Import External Commercial Trade Schedules;
- e) the sum of the reductions proposed by all the Balance Responsible Parties responsible for a Band Supply at an Access Point between the Band Supply Physical Nominations accepted on Day D-1 and the Band Supply Physical Nominations submitted on Day D+1 may not exceed the actual decrease in Offtake at the Access Point.

Elia may reject any Physical Nomination amendment that does not fulfil these conditions. In particular, Elia will verify the coherence of the Physical Nomination based on:

- i. the actual Offtake profile of the Elia Grid User at the Access Point concerned on Day D;
- ii. the actual Offtake profile of the Elia Grid User at the Access Point concerned observed on the days preceding Day D;
- iii. the sum of the Physical Nominations submitted by the Balance Responsible Parties at the Access Point concerned for Day D, as accepted by Elia on Day D-1.

Elia shall evaluate the proposed Physical Nomination amendments in accordance with the principles specified above and in Article 23.3 of the BRP Contract. Elia shall inform [BRP] as soon as possible of its decision to accept or refuse amendments and shall outline the reasons behind this decision. Elia's acceptance or rejection of such Physical Nomination amendments is based on a test of 'reasonableness' carried out in relation to the means listed above, which does not imply any approval by Elia of those means and in no way modifies [BRP]'s obligations under the BRP Contract.

Notwithstanding the proposed Physical Nomination amendments, Elia reserves the right to suspend, fully or partially, the Physical Nominations for Day D in accordance with Article 26.1.1 of the BRP Contract and the Federal Grid Code.

These new Physical Nominations, if accepted by Elia, will replace the Physical Nominations submitted in accordance with Article **Error! Reference source not found.** of the BRP Contract.

## **27 Transmission rights for Import and Export**

### **27.1. Long-Term Transmission Rights for Import and Export**

[BRP] can obtain Long-Term Transmission Rights for Import and Export through explicit auctions. The conditions of this auction procedure are defined in the European Harmonised Auction Rules (EU HAR), as published on the auction platform's website.

The conditions governing these auctions for the BE-GB Border are, where appropriate and without prejudice to the above paragraph, set out in the Rules governing BE-GB Long-Term Explicit Auctions as published on the auction platform's website.

Depending on the product indicated in the auction specifications, this may be a right which:

- either does not allow physical delivery between the Bidding Zone operated by Elia and another Bidding Zone but does confer the right to receive a payment based on the difference in price between the Bidding Zone operated by Elia and another Bidding Zone, set by Market Coupling;
- or offers the possibility of an International Exchange of Active Power for the BE-GB Border, linked to a Physical Transmission Right for which a Nomination must be submitted on the RNP in accordance with the Nomination rules in force for the BE-GB Border.

### **27.2. Daily capacity for Import and Export**

The daily capacity available for Import and Export is allocated through an implicit auctioning procedure organised within the framework of Market Coupling.

If the daily capacity for Import and Export cannot be allocated through Market Coupling, explicit auctions will be organised for that daily capacity, as provided by the Shadow Allocation Rules, as published on the auction platform's website. Balance Responsible Parties registered in accordance with the aforementioned Shadow Allocation Rules will be notified when such explicit auctions are to be held.

With regard to the BE-GB Border, daily capacity available for Import and Export may, where appropriate and without prejudice to the preceding paragraph, be obtained by means of explicit auction pursuant to the Rules governing BE-GB Day-Ahead Explicit Auctions as published on the auction platform's website.

### **27.3. Intraday capacity for Import and Export**

#### **27.3.1. Intraday capacities for Import and Export between the Scheduling Area operated by Elia and another Scheduling Area, if allocated through implicit and continuous allocation**

The Physical Transmission Rights for Import and Export on an intraday basis on the Border between the Scheduling Area operated by Elia and another Scheduling Area are allocated through implicit and continuous allocation organised by the intraday trading platform.

#### **27.3.2. Intraday capacities for Import and Export between the Scheduling Area operated by Elia and another Scheduling Area allocated through explicit allocation, in case of fall-back**

The Physical Transmission Rights for Import and Export on an intraday basis on the Border between the Scheduling Area operated by Elia and another Scheduling Area may be obtained by [BRP] by means of explicit allocations launched by a fall-back procedure organised by Elia. The specifications

of such a fall-back allocation are detailed on Elia's website. This fall-back allocation is valid until the go-live of the XBID application<sup>3</sup>.

### *27.3.3 Intraday capacities for Import and Export for the BE-GB Border allocated through explicit allocation*

The Physical Transmission Rights for Import and Export on an intraday basis for the BE-GB Border may be allocated, where appropriate and without prejudice to the preceding paragraphs, by explicit auction in accordance with the Rules governing BE-GB Intraday Explicit Auctions, as published on the auction platform's website.

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<sup>3</sup> XBID is the Intraday trading platform for single intraday coupling in accordance with Commission Regulation (EU) 2015/1222 of 24 July 2015.

## Section XIV: Regulating imbalances

### 28 Tariffs

#### 28.1. *General*

The Tariffs applicable to [BRP] enter into force on the date set by CREG or, failing that, on the date of their publication by CREG.

If CREG has not yet approved the Tariffs for the regulatory period concerned, the Tariffs applicable to [BRP] are the most recent Tariffs that have been approved by CREG.

If CREG rejects the Tariff proposal with the budget or the amended Tariff proposal with the Elia budget, the applicable Tariffs are those resulting from the application of Article 12(8) of the Electricity Act.

The Tariff adjustments resulting from court decisions or an agreement between CREG and Elia shall, as the case may be, be applied according to the modalities indicated therein.

If, following one or more court decisions, all or some of the Tariffs are cancelled, the most recent Tariffs approved by CREG before the cancelled Tariffs or, as the case may be, the Tariffs imposed by CREG shall be temporarily applicable, in full or in part depending on the scope of the cancellation, until new Tariffs are approved by CREG, whereupon said new Tariffs come into force according to the modalities indicated therein.

#### 28.2. *Tariff principles applicable to BRPs*

The Tariff principles for maintaining and restoring the individual balance of Balance Responsible Parties and for external inconsistencies applicable to [BRP] are described in Article 29 of this BRP Contract. Elia shall draw up the corresponding invoice(s) or credit note(s) on the basis of the applicable Tariffs.

#### 28.3. *VAT*

The applicable Tariffs pursuant to Article 28 are net amounts, to which VAT is to be added. These amounts are payable by [BRP] to Elia.

#### 28.4. *Application of the Tariff for Imbalances*

[BRP] acknowledges that some of the data needed to calculate an Imbalance, more specifically the data relating to the Distribution Allocations and the CDS Allocations, must be provided to Elia by the relevant Public Distribution System operator(s) or by the CDS Operator(s) and that as a result Elia is not responsible for any lack of invoices/credit notes or for incorrect invoices/credit notes relating to that Imbalance that can be attributed to the lack of necessary data or to incorrect data relating to the Distribution Allocations on account of the distribution system operators mentioned above or to incorrect data regarding CDS Allocations coming from the CDS Operator(s) mentioned above.

### 29 Tariff structure and invoicing process

#### 29.1. *Tariff principles*

The Tariffs applicable to Balance Responsible Parties are the most recent final Tariffs approved or imposed by CREG. They include the Tariff for maintaining and restoring the individual balance of Balance Responsible Parties and the Tariff for external inconsistency.

These Tariffs are published by CREG on its website ([www.creg.be](http://www.creg.be)) and by Elia, for information purposes, on its website ([www.elia.be](http://www.elia.be)).

*29.1.1. Tariff for maintaining and restoring the individual balance of Balance Responsible Parties*

The Tariff for maintaining and restoring the individual balance of Balance Responsible Parties is invoiced to the Balance Responsible Party if an Imbalance, as described in Article 20, is observed in its Balancing Perimeter. The Tariff for maintaining and restoring the individual balance of Balance Responsible Parties is calculated by means of the Imbalance mechanism in force.

*29.1.2. Tariff for external inconsistency*

Half of the amount of the Tariff for external inconsistency is invoiced to each of the two Balance Responsible Parties involved in the relevant inconsistency, when Elia has received a Daily Balancing Schedule from each of the Balance Responsible Parties.

If a Balance Responsible Party submits a Daily Balancing Schedule to Elia, while its Counterparty does not, the price applies to the quantities indicated in this Balance Responsible Party's Daily Balancing Schedule and the amount for external inconsistency is entirely invoiced to this Balance Responsible Party.

If a Balance Responsible Party submits a Daily Balancing Schedule to Elia, while its Counterparty is a CCP, the price applies to the quantities indicated in this Balance Responsible Party's Daily Balancing Schedule and the amount for external inconsistency is entirely invoiced to this Balance Responsible Party. This rule also applies in the event of inconsistency in the Daily Balancing Schedules between a Shipping Agent and a CCP. In that case, the Shipping Agent is invoiced the full amount for external inconsistency, except for inconsistencies arising from the effects of rounding up or down.

If a Balance Responsible Party that is itself a CCP submits a Daily Balancing Schedule to Elia, while its Counterparty is also a CCP, the price for the quantities indicated in this Balance Responsible Party's Daily Balancing Schedule and the amount for external inconsistency is entirely invoiced to the CCP on the sales side of the transaction (the 'seller').

**29.2. Invoicing principles**

*29.2.1. Imbalance invoice*

*(a) Initial invoice*

In accordance with Articles 0, 19.7, 23.3.3, 23.3.5 and 23.3.6 of the BRP Contract, Elia shall define, as appropriate, an initial settlement of the Imbalances of [BRP] for each quarter-Hour, following the end of each calendar month, and at the latest one (1) calendar month after Elia has received:

- all the necessary data relating to [BRP]'s Distribution Allocations from the distribution system operators;
- all the necessary data relating to [BRP]'s CDS Allocations from the CDS Operators.

In case of pooling between several Balance Responsible Parties, the invoice is sent to the Head of the Pool, in accordance with Article 22.

*(b) Adjustment*

Adjustment relates to the final settlement and is only possible once the data regarding Distribution Allocations and/or CDS Allocations received from the distribution system operators and the CDS Operators, as well as the data on balancing services activation, are considered definite in accordance with the processes in place.

Invoices are sent out according to an annual cycle. Once this adjustment expires, [BRP]'s Imbalances are final.

In case of pooling between several Balance Responsible Parties, the invoice is sent to the Head of the Pool, according to Article 22.

(c) *Invoice for external inconsistency*

An invoice for external inconsistency is drawn up when an external inconsistency occurs under the principles set out in this Article.

**ELIA SYSTEM OPERATOR NV/SA**, represented by:

[•][•]

Manager Customer Relations

[•]

On:

On:

[•][•], represented by:

[•][•]

[•][•]

[•]

[•]

On:

On:

## **Appendices**

## **Appendix 1: Standard bank guarantee form associated with the BRP Contract [•]**

Bank guarantee at first request issued by [•] in favour of: Elia System Operator NV/SA, a company established under Belgian law, company registration number 0476.388.378, having its registered offices at Boulevard de l'Empereur 20 Keizerslaan, B-1000 Brussels.

Our payment guarantee references: [•] **(to be filled in by the bank)** (to be mentioned in all correspondence).

Our client [•] informs us that on [•] **(date BRP Contract was signed by the client)** it entered into a Balance Responsible Party Contract with the reference [•] with you in relation to access responsibilities relating to access to the Elia Grid.

The terms of this contract provide for the issue of an irrevocable bank guarantee payable at first demand for the amount of [•] **(Euro and amount in figures)** in order to secure our client's payment obligations.

Accordingly we, [•], hereby irrevocably and unconditionally undertake to pay a maximum amount of [•] (Euro and amount in figures) upon a simple request on your part and being unable to dispute the grounds for such payment.

This guarantee comes into effect immediately.

To be valid, any invoking of this guarantee must meet the following requirements:

If the guarantee is destined for another country/for the purposes of identification, any demand for payment must be made through a bank that confirms that the signatures on your request letter are properly binding on you.

- Reach us by [•] **(date on which the guarantee expires)**; and
- Be accompanied by your written statement to the effect that [•] has not fulfilled its obligations under this BRP Contract and has not made the payment(s) concerned despite the fact that you, as the supplier, have provided the services required under this Contract; and
- Be accompanied by a copy of the unpaid invoice(s) and a copy of your letter of formal notice.

If the guarantee is not invoked in accordance with the conditions stated above or unless an extension is granted as approved by us, this guarantee automatically becomes null and void on the first calendar day after [•] **(expiry date of the guarantee)**.

This guarantee is subject to Belgian law and Belgian courts alone are competent to rule on any dispute in relation to this guarantee.

## **Appendix 2: Contact details**

Unless expressly stated otherwise, all notifications and requests mentioned or required under the BRP Contract are to be made in a suitable manner, either by telephone, email or registered letter (with or without acknowledgement of receipt, postage paid) to the following addresses, which may change.

For BRP:

GLN code: [•]

EIC code: [•]

### Points of contact for contractual relations

| <b>Point of contact 1 for contractual relations<sup>4</sup></b> |            |
|---|------------|
| Language <sup>5</sup> :   | [•]        |
| Title:  | [•]        |
| First name(s):  | [•]        |
| Surname:  | [•]        |
| Role:   | [•]        |
| Address <sup>6</sup> :  | [•]<br>[•] |
| Tel.:   | [•]        |
| Mobile:   | [•]        |
| Email:  | [•]        |

| <b>Point of contact 2 for contractual relations</b> |            |
|---|------------|
| Language <sup>5</sup> :                             | [•]        |
| Title:  | [•]        |
| First name(s):                                      | [•]        |
| Surname:  | [•]        |
| Role:   | [•]        |
| Address <sup>6</sup> :                              | [•]<br>[•] |
| Tel.:   | [•]        |
| Mobile:   | [•]        |
| Email:  | [•]        |

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<sup>4</sup> The telephone number (mobile if no landline specified) and the email address of the first point of contact are given in the list of Balance Responsible Parties on the Elia website.

<sup>5</sup> Preferred language for individual communication (Dutch/English/French)

<sup>6</sup> Postal address is mandatory for those points of contact for contractual relations.

Points of contact for Daily Balancing Schedules

Points of contact/departments who receive email notifications regarding Physical Nominations and submissions of Internal/External Commercial Trade Schedules during office hours (preferably one department, otherwise max. five departments or people).

| <b>Point of contact/department 1 for email notifications concerning <u>Daily Balancing Schedules</u></b> |     |
|--|-----|
| Language <sup>7</sup> :  | [•] |
| Title:   | [•] |
| First name(s):   | [•] |
| Surname (or department name):  | [•] |
| Email:   | [•] |

| <b>Point of contact/department 2 for email notifications concerning <u>Daily Balancing Schedules</u></b> |     |
|--|-----|
| Language <sup>7</sup> :  | [•] |
| Title:   | [•] |
| First name(s):   | [•] |
| Surname (or department name):  | [•] |
| Tel.:  | [•] |

| <b>Point of contact/department 3 for email notifications concerning <u>Daily Balancing Schedules</u></b> |     |
|--|-----|
| Language <sup>7</sup> :  | [•] |
| Title:   | [•] |
| First name(s):   | [•] |
| Surname (or department name):  | [•] |
| Tel.:  | [•] |

| <b>Point of contact/department 4 for email notifications concerning <u>Daily Balancing Schedules</u></b> |     |
|--|-----|
| Language <sup>7</sup> :  | [•] |
| Title:   | [•] |
| First name(s):   | [•] |
| Surname (or department name):  | [•] |
| Tel.:  | [•] |

| <b>Point of contact/department 5 for email notifications concerning <u>Daily Balancing Schedules</u></b> |     |
|--|-----|
| Language <sup>7</sup> :  | [•] |
| Title:   | [•] |
| First name(s):   | [•] |
| Surname (or department name):  | [•] |
| Tel.:  | [•] |

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<sup>7</sup> Preferred language for individual communication (Dutch/English/French)

Points of contact/departments to contact by telephone during office hours (preferably one department, otherwise max. five departments or people).

| <b>Point of contact/department 1 to contact by telephone concerning <u>Daily Balancing Schedules</u></b> |     |
|--|-----|
| Language <sup>8</sup> :  | [•] |
| Title:   | [•] |
| First name(s):   | [•] |
| Surname (or department name):  | [•] |
| Tel.:  | [•] |
| Mobile:  | [•] |

| <b>Point of contact/department 2 to contact by telephone concerning <u>Daily Balancing Schedules</u></b> |     |
|--|-----|
| Language <sup>8</sup> :  | [•] |
| Title:   | [•] |
| First name(s):   | [•] |
| Surname (or department name):  | [•] |
| Tel.:  | [•] |
| Mobile:  | [•] |

| <b>Point of contact/department 3 to contact by telephone concerning <u>Daily Balancing Schedules</u></b> |     |
|--|-----|
| Language <sup>8</sup> :  | [•] |
| Title:   | [•] |
| First name(s):   | [•] |
| Surname (or department name):  | [•] |
| Tel.:  | [•] |
| Mobile:  | [•] |

| <b>Point of contact/department 4 to contact by telephone concerning <u>Daily Balancing Schedules</u></b> |     |
|--|-----|
| Language <sup>8</sup> :  | [•] |
| Title:   | [•] |
| First name(s):   | [•] |
| Surname (or department name):  | [•] |
| Tel.:  | [•] |
| Mobile:  | [•] |

| <b>Point of contact/department 5 to contact by telephone concerning <u>Daily Balancing Schedules</u></b> |     |
|--|-----|
| Language <sup>8</sup> :  | [•] |
| Title:   | [•] |
| First name(s):   | [•] |
| Surname (or department name):  | [•] |
| Tel.:  | [•] |
| Mobile:  | [•] |

---

<sup>8</sup> Preferred language for individual communication (Dutch/English/French)

Points of contact available 24 hours a day concerning Daily Balancing Schedules

**(possessing sufficient knowledge of the specifications and conditions relating to Physical Nominations and Internal/External Commercial Trade Schedules, preferably one department, otherwise max. five departments or people)**

| <b>Point of contact/department 1 available 24 hours a day concerning <u>Daily Balancing Schedules</u></b> |     |
|---|-----|
| Language <sup>9</sup> :   | [•] |
| Title:  | [•] |
| First name(s):  | [•] |
| Surname (or department name):   | [•] |
| Tel.:   | [•] |
| Mobile:   | [•] |
| Email:  | [•] |

| <b>Point of contact/department 2 available 24 hours a day concerning <u>Daily Balancing Schedules</u></b> |     |
|---|-----|
| Language <sup>9</sup> :   | [•] |
| Title:  | [•] |
| First name(s):  | [•] |
| Surname (or department name):   | [•] |
| Tel.:   | [•] |
| Mobile:   | [•] |
| Email:  | [•] |

| <b>Point of contact/department 3 available 24 hours a day concerning <u>Daily Balancing Schedules</u></b> |     |
|---|-----|
| Language <sup>9</sup> :   | [•] |
| Title:  | [•] |
| First name(s):  | [•] |
| Surname (or department name):   | [•] |
| Tel.:   | [•] |
| Mobile:   | [•] |
| Email:  | [•] |

| <b>Point of contact/department 4 available 24 hours a day concerning <u>Daily Balancing Schedules</u></b> |     |
|---|-----|
| Language <sup>9</sup> :   | [•] |
| Title:  | [•] |
| First name(s):  | [•] |
| Surname (or department name):   | [•] |
| Tel.:   | [•] |

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<sup>9</sup> Preferred language for individual communication (Dutch/English/French)

|         |     |
|---------|-----|
| Mobile: | [•] |
| Email:  | [•] |

**Point of contact/department 5 available 24 hours a day concerning Daily Balancing Schedules**

|                               |     |
|-------------------------------|-----|
| Language <sup>9</sup> :       | [•] |
| Title:                        | [•] |
| First name(s):                | [•] |
| Surname (or department name): | [•] |
| Tel.:                         | [•] |
| Mobile:                       | [•] |
| Email:                        | [•] |

Points of contact for Metering and Measurements

|  |     |
|--|-----|
| <b>Point of contact/department for Metering and Measurements</b> |     |
| Language <sup>10</sup> :   | [•] |
| Title:   | [•] |
| First name(s):   | [•] |
| Surname (or department name):                                    | [•] |
| Tel.:  | [•] |
| Mobile:  | [•] |
| Email:   | [•] |

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<sup>10</sup> Preferred language for individual communication (Dutch/English/French)

Points of contact for invoicing<sup>11</sup>

1. Company to be invoiced

|                               |            |
|-------------------------------|------------|
| Company name:                 | [•]        |
| Legal form:                   | [•]        |
| Address of registered office: | [•]<br>[•] |
| Company number:               | [•]        |
| VAT number:                   | [•]        |

2. Invoice address

|          |            |
|----------|------------|
| Address: | [•]<br>[•] |
|----------|------------|

3. Accounting point of contact/department

| <b>Point of contact/department for Metering and Measurements</b> |     |
|--|-----|
| Language <sup>12</sup> :   | [•] |
| Title:   | [•] |
| First name(s):   | [•] |
| Surname (or department name):                                    | [•] |
| Tel.:  | [•] |
| Mobile:  | [•] |
| Email:   | [•] |

4. Electronic invoicing

[BRP] consents to receive all invoices and credit notes relating to this Contract in electronic format.

Email address to which to send electronic invoices<sup>13</sup>: [•]

Date:                      BRP signature

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<sup>11</sup> The information in the grey cells above will appear on the invoice. The other information is required to properly manage company and contact details on our databases.

<sup>12</sup> Preferred language for individual communication (Dutch/English/French)

<sup>13</sup> By providing an email address for electronic invoicing, [BRP] gives its consent for the issue of any invoice or credit note relating to this Contract by email to the company to be invoiced. Elia shall then send an electronic invoicing request form to be completed by the invoiced company. Elia shall introduce electronic invoicing as quickly as possible following receipt of this completed and signed form.

This email address may only be used for electronic invoicing.

**For Elia:**

For all questions concerning the BRP Contract:

[•][•]

[•]

Boulevard de l'Empereur 20 Keizerslaan

B-1000 Brussels

Tel.: [•]

Email: [•]

Or

Customer Services email address

For all Internal Commercial Trade Schedules relating to Intraday Internal Commercial Trade:

Energy Scheduling Office

Tel.: +32 (0)2 382 21 33 (if there is no answer, call: +32 (0)2 382  
22 97)

Email: [dngriidaccess@elia.be](mailto:dngriidaccess@elia.be)

For Physical Nominations and Intraday Commercial Trade Schedules, excluding Internal Commercial Trade Schedules relating to Intraday Internal Commercial Trade:

Dispatching National

Tel.: +32 (0)2 382 23 97

Email: [dispatching@elia.be](mailto:dispatching@elia.be)

For the submission of Internal Commercial Trade Schedules, External Commercial Trade Schedules or Physical Nominations at Offtake Points:

All Physical Nominations or Commercial Trade Schedules transmitted by the E-Nominations system must be submitted at the following addresses:

**For the Business-to-Customer (B2C) interface:**

<https://nominations.elia.be/B2C>

**For the Business-to-Business (B2B) interface:**

<https://nominations.elia.be/B2B>

For the submission of amendments to Physical Nominations relating to Band Supplies:

Energy Scheduling Office

Tel.: +32 (0)2 382 21 33 (if there is no answer, call: +32 (0)2 382 22 97)

Email: [dngridaccess@elia.be](mailto:dngridaccess@elia.be)

For the submission of Physical Nominations relating to Injection Points:

See the CIPU Contract

Online operation (Day D): Dispatching National:

Tel.: +32 (0)2 382 23 97 (if there is no answer, call: +32 (0)2 382 22 97)

Email: [dispatching@elia.be](mailto:dispatching@elia.be)

Invoicing

Settlement Services

Boulevard de l'Empereur 20 Keizerslaan

B-1000 Brussels

Tel.: +32 (0)2 546 74 74

Email: [Settlement.Services@elia.be](mailto:Settlement.Services@elia.be)

For all questions regarding Metering and Measurements

Metering Services

Boulevard de l'Empereur 20 Keizerslaan

B-1000 Brussels

Tel.: +32 (0)2 546 74 11

Email: [Metering.Services@elia.be](mailto:Metering.Services@elia.be)

### **Appendix 3: Pooling Agreement**

The Pooling Agreement referred to in Article 22 of the BRP Contract must be passed on to Elia at the address stated in 0 to the BRP Contract (for the attention of the point of contact for contractual relations) and, in order to be valid, must only contain the wording and information below, and no other wording or information (except for the missing information indicated by asterisks, which must be properly entered by the parties entering into the Pooling Agreement):

#### **Pooling Agreement**

\*\*\*\* (A= name and details (BRP Contract references of the Balance Responsible Party) of all the Balance Responsible Parties forming a pool, hereinafter referred to as the 'Pooling Parties')

\*\*\*\* (B = name and details of the Balance Responsible Party who will be the Head of the Pool)

\*\*\* (start date of the pool)

\*\*\* (end date of the pool (if defined))

#### *Declaration of all the Pooling Parties:*

We, the undersigned Balance Responsible Parties, hereby declare to Elia that we will abide by the terms of our respective Balance Responsible Party Contracts and, notwithstanding said pooling, will fulfil all of our obligations, as agreed with Elia, as set out in the aforementioned BRP contracts.

Regardless of any existing arrangements, contracts, agreements or any other form or circumstance that we, the Pooling Parties, may have between ourselves, we will at all times during our respective Balance Responsible Party Contracts give priority to our obligations as per the aforementioned Balance Responsible Party Contracts.

Elia is hereby expressly entitled to benefit from all the stipulations or agreements provided, directly or indirectly, herein and may act, if and when necessary, in relation to any of the Pooling Parties mentioned herein. All of the Pooling Parties mentioned above are bound to Elia for their respective obligations to Elia pursuant to their respective Balance Responsible Party Contracts. To avoid any ambiguity, each of the Pooling Parties waives the benefit of discussion and division with regard to Elia.

\*\*\*\* Date of notification to Elia.

\*\*\*\* Signature by the authorised persons of each Pooling Party.

## **Appendix 4: Provisions concerning Balance Responsible Parties associated with an Offshore Interconnector (BRP<sub>O.I.</sub>)**

This Appendix contains some clarification regarding the conditions and obligations that apply to a BRP<sub>O.I.</sub>. These relate to the allocation at an Offshore Interconnector Connection Point to the Balancing Perimeter of a BRP<sub>O.I.</sub>, the conditions that a BRP<sub>O.I.</sub> must comply with when making its Nominations, and also general conditions applicable to a BRP<sub>O.I.</sub>

### **1. Procedure for allocation at an Offshore Interconnector Connection Point**

A BRP<sub>O.I.</sub> is allocated, with respect to its Offshore Interconnector Connection Point, an Injection or Offtake in its Balancing Perimeter corresponding to the difference between:

- the metered physical Active Power at the Offshore Interconnector Connection Point that is either physically injected into the Belgian control area (an import) or physically taken from the Belgian control area (an export); and
- the net result of all External Commercial Trade Schedules at the Border concerned by the Offshore Interconnector, taking into account the loss factor of said Offshore Interconnector. This net result consists of:
  - the Day-Ahead and Intraday External Commercial Trade Schedules of the Balance Responsible Parties on the Offshore Interconnector; and
  - when applicable, Offshore Operational International Exchanges.

### **2. Conditions applying to the Nominations of a BRP<sub>O.I.</sub>**

As set out in Article 23.2.3, a BRP<sub>O.I.</sub> must submit a Daily Balancing Schedule to Elia on Day D-1 for each quarter-Hour of Day D for its Offshore Interconnector Connection Point. This Daily Balancing Schedule must correspond to the best estimate of the difference, for each quarter-Hour, between:

- the expected physical Active Power (net physical Injection or net physical Offtake) at the Offshore Interconnector Connection Point; and
- the net result of all the Day-Ahead External Commercial Trade Schedules of other Balance Responsible Parties at the Border concerned by the Offshore Interconnector and, where applicable, the known Offshore Operational International Exchanges, taking into account the loss factor of the Offshore Interconnector.

The Daily Balancing Schedules on Day D-1 for an Offshore Interconnector Connection Point are, by default, equal to zero (0) for each quarter-Hour, unless otherwise indicated to Elia by the BRP<sub>O.I.</sub> on Day D-1.

Daily Balancing Schedules executed by a BRP<sub>O.I.</sub> may only be made in an operational context, and not for arbitration purposes. Both Elia and CREG are entitled at any time to ask the BRP<sub>O.I.</sub> to explain the origin and purpose of its Daily Balancing Schedules.

## **Appendix 5: Notification sent to [BRP] in connection with the activation of non-CIPU Technical Units within the [BRP] Balancing Perimeter<sup>14</sup>**

This Appendix describes the full process for sending notifications to [BRP] in the context of an activation, as described in Articles 19.8.2 and 19.8.3, from non-CIPU Technical units in [BRP]'s Balancing Perimeter. In the case of such an activation, Elia shall provide [BRP] with information regarding the activated volume in [BRP]'s Balancing Perimeter. This information is based on the data communicated by the FSP to Elia.

### **1. First notification to [BRP]**

The first notification is sent to [BRP] during the quarter-Hour preceding the start of the activation period and at the latest three minutes prior to the start of the activation. This notification is equal to an estimate calculated by Elia of the maximum volume that could be activated within the [BRP] Balancing Perimeter for every quarter-Hour in the activation period. This maximum volume corresponds to the sum of the maximum contributions of all Delivery Points of the activated bid or, in the case of SDR, the activated SDR unit (located within the [BRP] Balancing Perimeter).

### **2. Second notification to [BRP]**

A second notification is sent to [BRP] as soon as Elia is informed that the FSP has accepted the activation request for the bid in question or, in the case of SDR, the SDR unit in question. The FSP shall send this acceptance message at the earliest:

- upon receipt by the FSP of the activation request sent by Elia (in the case of balancing services), or
- from the start of the quarter-Hour preceding the start of the Effective Delivery (in the case of SDR).

In any event, the FSP shall send this acceptance message within three minutes of the activation period starting. With this notification, Elia informs [BRP] that an activation is taking place within its Balancing Perimeter. The volume communicated to [BRP] corresponds to the total volume activated by FSP within its Balancing Perimeter and is equal to the sum of the volumes activated per Delivery Point within its Balancing Perimeter. This information is based on the distribution of the Ordered Volume across the various Delivery Points, as communicated by the FSP to Elia in its aforementioned acceptance message at the latest three minutes after the start of the activation.

This notification is sent by email (point of contact available 24 hours a day as per 0 of the BRP Contract).

Should the FSP not send a message announcing its acceptance of the activation request, the FSP is deemed not to have executed the activation and no notification is sent to [BRP].

### **3. Third notification to BRP**

A third notification is sent to [BRP] as soon as Elia receives confirmation of activation from the FSP. This happens at the latest three minutes after the end of the activation period. In the third notification, Elia confirms to [BRP] the total volume that has been activated in its Balancing Perimeter. The information passed on to [BRP] is based on the distribution of the Requested Volume across the different Delivery Points, as communicated by the FSP to Elia in its abovementioned confirmation.

If the FSP does not send confirmation to Elia, Elia cannot confirm to [BRP] the total volume activated by the FSP in [BRP]'s Balancing Perimeter.

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<sup>14</sup> For market situations as referenced in points 8.1 and 8.2 of the Rules governing Transfers of Energy.

This notification is sent by email (point of contact available 24 hours a day as per 0 of the BRP Contract).

The diagram below illustrates the different steps and communication between Elia, [BRP] and the FSP during an activation.

