
Terms and Conditions for Outage Planning Agent

(T&C OPA)

pursuant to article 46, 49 and 52 of Commission Regulation (EU) 2017/1485 of 2 Augustus 2017 establishing a guideline on electricity transmission system operation and article 244 of the Royal Decree with respect to a grid code for the management of the transmission grid of electricity and the access to this grid of 22 April 2019

12/11/2020

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

Whereas

- (1) Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation (hereafter referred to as “SOGL”) entered into force on 14 September 2017.
- (2) Royal Decree with respect to a grid code for the management of the transmission grid of electricity and the access to this grid of 22 April 2019 (hereafter referred to as “Federal Grid Code”) entered into force on 27 April 2019.
- (3) ELIA Transmission Belgium S.A./N.V. (as from 1/1/2020, before Elia System Operator S.A./N.V.) (hereafter referred to as "Elia") is responsible for the operation of the Belgian transmission system, for which it holds a right of ownership or at least a right of use. Elia has been designated as Transmission System Operator (TSO), pursuant to the Act of 29 April 1999 on the organisation of the electricity market, and ensures the safety, reliability and efficiency of the Belgian transmission system.
- (4) These Terms and Condition for Outage Planning Agent (hereafter referred to as “T&C OPA”) are a proposal developed by Elia pursuant to article 46, 49 and 52 of the SOGL and article 243 until article 245 and article 377 of the Federal Grid Code.
- (5) Pursuant to article 244 of the Federal Grid Code, Elia shall determine the Contract for Outage Planning Agent (hereafter referred to as “OPA Contract”) as specified in the Appendix of these T&C OPA and submit it for approval six months after entry into force of the Federal Grid Code to the Commission pursuant to article 4, article 244 and article 377 of the Federal Grid Code and article 6(5) of the SOGL.
- (6) These T&C OPA take into account the general principles, goals and other methodologies set in SOGL by:
 - (a) applying the principle of proportionality and non-discrimination pursuant to article 4(2)(a) of the SOGL;
 - (b) ensuring transparency pursuant to article 4(2)(b) of the SOGL;
 - (c) applying the principle of optimization between the highest overall efficiency and lowest total costs for all parties involved pursuant to article 4(2)(c) of the SOGL;
 - (d) ensuring TSOs make use of market-based mechanisms as far as possible, to ensure network security and stability pursuant to article 4(2)(d) of the SOGL;
 - (e) respecting the responsibility assigned to the relevant TSO in order to ensure system security, including as required by national legislation pursuant to article 4(2)(e) of the SOGL;
 - (f) consulting with relevant DSOs and take account of potential impacts on their system pursuant to article 4(2)(f) of the SOGL; and
 - (g) taking into consideration agreed European standards and technical specifications pursuant to article 4(2)(g) of the SOGL.

- (7) These T&C OPA take into account the general principles and goals of the All TSOs' proposal for the Key Organisational Requirements, Roles and Responsibilities (hereafter referred to as "KORRR") relating to information exchange in accordance with article 40(6) of the SOGL. The KORRR addresses in particular the key roles, requirements and responsibilities of the TSOs, the distribution system operators (hereinafter referred to as "DSOs"), the closed distribution system operators (hereinafter referred to as "CDSOs") and the significant grid users (hereinafter referred to as "SGUs") in relation to the information exchange necessary to ensure that observability.
- (8) Elia has handled in accordance to article 40(5) of SOGL and article 3 (3) and article 16 of the KORRR and has set in coordination with DSOs and SGUs the applicability and scope of information exchange of these T&C OPA.
- (9) Pursuant to article 89 of the SOGL and article 243 of the Federal Grid Code the owner of the Technical Unit shall appoint an or act itself as the Outage Planning Agent (hereafter referred to as "OPA") and shall inform Elia about this. However pursuant to article 377 of the Federal Grid Code this Whereas shall not apply for these T&C OPA and the appointment of the OPA shall follow the principles described in Whereas (10).
- (10) Pursuant to article 201 and article 377 of the Federal Grid Code the roles and responsibilities of the OPA for these T&C OPA shall be taken on by the Balance Responsible Party (BRP) designated as
 - BRP responsible of the follow-up the Access Point conform annex 3 of the Access Contract; or
 - when applicable, the BRP responsible for the "Injection of local production" conform annex 3Bis-B of the Access Contract; or
 - when applicable, the BRP responsible for "(net) injected energy" conform annex 3Ter point 2 of the Access Contract; or
 - when applicable, the BRP responsible for the follow-up of the Access Point conform annex3 and annex 9 part IV of the Access Contract; or
 - when applicable, the BRP responsible for the follow-up of the Access Point of a CDS relating to a PGM conform annex 14 and 14Ter of the Access Contract.
- (11) Pursuant to article 3(1) and article 3(9) of the KORRR the owner of the Technical Unit remains responsible for the quality of the information exchange and the compliance with these T&C OPA even if he has delegated the task of OPA to a third party. As long as Whereas (10) of this T&C OPA is in force, this provision shall not apply.
- (12) Pursuant to article 3.2 (83, 84 and 88) and article 84 of SOGL Elia shall identify the cross-border relevance of technical units for outage coordination at European level and pursuant to article 86 of SOGL update the list of cross-border relevance of technical units for outage coordination at European level.
- (13) Pursuant to Article 244 (§2) of the Federal Grid Code, the T&C OPA will determine the modalities according to which the owner of the Technical Unit appoints the OPA.
- (14) Pursuant to article 243 and article 377 of the Federal Grid Code, these T&C OPA shall be of application for all Technical Units connected to the transmission grid directly or through a CDSO with

- respect of the default rules defined in Whereas (24) and Whereas (25) or the exemption given in Whereas (25) and Whereas (26).
- (15) The information exchanges in these T&C OPA shall be written pursuant to article 243 until article 245 and article 377 of the Federal Grid Code; article 46, article 49, article 52 and article 92 of the SOGL and article 16 of the Commission Regulation (EU) 2015/1222 establishing a guideline on capacity allocation and congestion management, (hereafter referred to as "CACM").
 - (16) Pursuant to articles 4, 7 and 15 of the Commission Regulation 543/2013 of 14 June 2013 on submission and publication of information in electricity markets and amending Annex I to Regulation (EC) No 714/2009 of the European Parliament and of the Council (hereafter referred to as the "Transparency Regulation") entered into force 5 July 2013, the collecting of information regarding the availability plans is specified in the OPA Contract.
 - (17) Pursuant to article 243 of the Federal Grid code and article 3.2(70) and article 92 of SOGL the OPA Contract shall define the type of information exchange that need to be provided regarding the availability plans.
 - (18) Pursuant to article 244 of the Federal Grid code and article 94, article 97 and article 99 of SOGL the OPA Contract shall define the procedures and timing of for providing the exchange information.
 - (19) Pursuant to article 3.2 (86) and article 100 of SOGL and article 244 of the Federal Grid Code the OPA Contract shall foresee the modalities for the amendment of availability plans.
 - (20) Pursuant to article 22 of SOGL, Elia can request amendments to the availability plans as remedial action.
 - (21) Pursuant to article 101 of SOGL and article 244 of the Federal Grid Code the OPA Contract shall foresee the modalities for coordination between Elia and OPA regarding the kinds of test that are required and the actual execution of these tests with respect to the testing status.
 - (22) Pursuant to article 3.2 (77) and article 102 of SO GL and article 245 of the Federal Grid Code the OPA shall inform Elia of Forced Outages of Technical Units with respect of the conditions and modalities set in article 102 of SO GL and article 245 of the Federal Grid Code. In case of incoherencies between the information provided by the OPA and the SA for the same Technical Unit, the concerned SA and OPA shall do their best effort to align as soon as the inconsistency is detected. In case of remaining incoherence the information of the OPA shall prevail. In exceptional circumstances and in the presence of pertinent and demonstrable information Elia can, pursuant to article 112 of SOGL and article 253 of the Federal Grid Code decide to consider the information provided for a Technical Unit as not valid. In these exceptional circumstances Elia will inform the OPA, the SA and the Grid User of that Technical Unit of this decision. Elia will also transmit as soon as possible the pertinent and demonstrable information that led to this decision as well as a request to the OPA, the SA and the Grid User of that Technical Unit to modify the provided information.
 - (23) Pursuant to article 252 and article 253 of the Federal Grid Code the OPA of an Offshore Power Park Modules should amend its Availability Plan including the Pmax Available due to a forecasted or ongoing storm event. The modalities shall be described in the Specific Conditions of the OPA Contract. The OPA of an Offshore Power Park Modules shall coordinate these amendments required in the framework of a forecasted or ongoing storm event with the SA of the Offshore Power Park Modules and Elia.

- (24) For these T&C OPA, for Power Generating Modules (PGMs) and Energy Storage Device (ESD) with an installed capacity of less than 25 MW connected to the transmission grid directly or through a CDSO the information exchanges specified in article 46(1) (a-b) and article 92 of the SOGL, article 16 of the CACM and article 243 until 245 of the Federal Grid Code shall be based on default information and as such no OPA Contract needs to be signed for these Technical Units. The OPAs of PGMs and/or ESD with an installed capacity of less than 25 MW connected to the transmission grid directly or through a CDSO can on voluntary basis decide to deviate from these default rules after notification of Elia and provide the information exchange according to the specifications set in the OPA Contract. If the OPA on a voluntary basis decides to deviate from the default rules, he needs to sign an OPA Contract for the Technical Units for which he deviates from the default rules. The following rules shall by default apply :
- (a) Pursuant to article 3.2 (70) and 92(1) of SOGL the availability status of the Technical Unit will be available.
 - (b) It is also assumed that the active power output equals the maximum active power as specified in the Connection Agreement according to article 97§8(1) of the Federal Grid Code and that the minimum active power is zero.
- (25) Pursuant to article 3.2 (84), article 52 and article 84 of SOGL, these T&C OPA shall only apply for cross-border relevant Demand Facilities connected to the transmission grid directly or through a CDSO, all other Demand Facilities are exempted. If a Demand Facility pursuant article 3.2 (84) and article 84 of SOGL is identified as cross-border relevant in the framework of these T&C OPA, no OPA Contract need to be signed for these Technical Units and the following default values shall apply:
- (a) Pursuant to article 92(1) of SOGL the availability status of the technical unit will be by default based on the information given to Elia during the information exchange between the OPA and/or the CDSO through which it is connected (if relevant) and the Elia key account manager (at least once per calendar year).
 - (b) Pursuant to article 243 of the Federal Grid Code by default it is also assumed that the active power output equals the active power as specified to Elia during the information exchange between the OPA and/or the CDSO through which it is connected (if relevant) and the Elia key account manager (at least once per calendar year).
- (26) For these T&C OPAs for PGMs or ESD of the type B or C connected to the distribution system the information exchange pursuant to article 49 (a) of the SOGL shall not apply. However on voluntary basis the OPA of these PGMs or ESD of the type B or C connected to the distribution system could deviate from the exemption given for these Technical Units and provide the information exchange after notification of Elia and as specified in the OPA Contract. If the OPA on a voluntary basis decides to deviate from the exemption given for these Technical Units, he needs to sign an OPA Contract for these Technical Units.
- (27) Pursuant to article 46, article 49 and article 52 of SOGL and article 244 of the Federal Grid Code the OPA shall provide information regarding the availability of Technical Units, pursuant to article 110 and article 111 of SOGL and article 249 of the Federal Grid Code the Scheduling Agent (hereafter referred to as "SA") shall provide information regarding schedules and the offering of upward or downward active power output for the same Technical Units. Pursuant article 253 of the Federal Grid Code the owner of the Technical Unit should ensure coherence with information provided for same

Technical Unit in the framework of the T&C OPA and of the Terms and Conditions Scheduling Agent (hereafter referred to as "T&C SA"). As such the concerned SA and OPA shall do their best effort to align as soon as the inconsistency is detected. In case of remaining incoherencies between OPA and SA for the same Technical Unit, the information of the OPA shall prevail. In exceptional circumstances and in the presence of pertinent and demonstrable information Elia can, pursuant to article 112 of SOGL and article 253 of the Federal Grid Code decide to consider the information provided for a Technical Unit as not valid. In these exceptional circumstances Elia will inform the OPA, the SA and the Grid User of that Technical Unit of this decision. Elia will also transmit as soon as possible the pertinent and demonstrable information that led to this decision as well as a request to the OPA, the SA and the Grid User of that Technical Unit to modify the provided information. To ensure coherence of information implies also if a OPA would opt to voluntary deviate from the default rule or exemption granted in Whereas (24), Whereas (26) and Whereas (28) for a Technical Unit; this voluntary deviation would also automatically apply for the SA for the same Technical Unit.

- (28) Pursuant to article 2 §2 of the Federal Grid Code PGMs and ESDs used in the framework of emergency generators are exempted from the requirements specified in T&C OPA if they comply with the conditions set in this article. However on voluntary basis the OPA of these PGMs or ESD used in the framework of emergency generators could deviate from the exemption given for these Technical Units and provide the information exchange after notification of Elia and as specified in the OPA Contract. If the OPA on a voluntary basis decides to deviate from the exemption given for these Technical Units, he needs to sign an OPA Contract for these Technical Units.
- (29) Pursuant to article 244 of the Federal Grid Code, Elia published the draft proposal of the T&C OPA for public consultations from 16/09/2019 until 16/10/2019 and compliant the modalities as specified in article 11 of SOGL.

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

Article 1 Subject matter and scope

- (1) These T&C OPA are the proposal developed by Elia regarding the Terms and Conditions for Outage Planning Agents pursuant to article 46, article 49 and article 52 of SOGL and article 244 of Federal Grid Code.
- (2) These T&C OPA concern the rights and obligations of the OPAs to take action with the purpose of providing Elia the necessary information exchange to allow Elia to perform the operational security analysis in operational planning as specified in article 46(1) (a-b) of SOGL for Technical Units connected to the transmission system either directly or through a CDSO without prejudice to the default rules and exemptions as referred to in Whereas (24) until Whereas (26) and Whereas (28) and the additional condition for this default rules and exemptions specified in Whereas (27).
- (3) The OPA Contract is set out in Appendix to this proposal, including the definitions, general provisions and the specific provisions pursuant to the provisions stipulated in article 3.2 (70), article 3.2 (87), article 46, article 49, article 52, article 84, article 86, article 89, article 92, article 94, article 97, article 99, article 100, article 101 and article 102 and article 103 of SOGL and article 243 until article 245, article 252, article 253 and article 377 of the Federal Grid Code.
- (4) Pursuant to article 6 of the SOGL and article 4 and article 377 of the Federal Grid Code, this proposal shall be submitted to the competent regulatory authority six months after entry into force of the Federal Grid Code for approval.
- (5) Pursuant to article 7 of the SOGL and article 4 of the Federal Grid Code, Elia may request amendments to these T&C OPA while respecting Whereas (8). These amendments to the T&C OPA shall be publicly consulted according to article 244 of the Federal Grid Code and respecting the modalities set forth in article 11 of SOGL and approved by the competent regulatory authority after submission by Elia. Any approved amendment by the competent regulatory authority, that is notified to Elia and to the affected market parties including countersignatures of the OPA Contract by Elia shall apply automatically but not earlier than three months after notification by Elia to the affected market parties (except otherwise where foreseen in the amendment), without the need for the OPA to sign a new OPA Contract as long as Whereas (10) of these T&C OPA is not amended and the BRP as specified in Whereas (10) of the Technical Unit remains the same party. The latter does not withstand the modalities for termination as specified in the OPA Contract of a particular OPA.

Article 2 Implementation Date

- (1) The T&C OPA shall enter into force after notification by the competent regulatory authority of Elia of its approval and after notification of the affected market parties by Elia. Elia shall inform market parties affected by the T&C OPA of their entry into force and market parties shall have three months after notification to sign the OPA Contract with Elia.
- (2) After notification of approval by the competent regulatory authority to whom Elia had submitted the T&C OPA, Elia shall publish a consolidated version of these T&C OPA on the Elia website including

the Appendix containing the OPA Contract as specified in article 8 of SOGL. In case of a conflict between the consolidated version on the Elia website and the T&C OPA including the Appendix as approved by the competent regulatory authority and entered into force in accordance with the applicable regulatory regimes, the latter shall prevail.

- (3) The T&C OPA shall in any case not enter into force earlier than three months after notification by Elia of the affected market parties as described in paragraph 1.
- (4) The T&C OPA shall enter into force for an undetermined duration.
- (5) Notwithstanding Whereas (24), Whereas (25), Whereas (26), Whereas (27) and Whereas (28), the OPAs of Technical Units directly connected to transmission grid or through a CDSO or DSO for which no default rule applies or exemption is granted, shall mandatory sign the OPA Contract with Elia within the delay set in Article 2 (1 and 3). The OPA signing the Contract shall be the BRP in these T&C OPA as identified in Whereas (10).

Article 3 Expected impact on the objectives of this Regulation

- (1) The expected impact of these T&C OPA on the objectives of the SOGL can be described as follows:
 - (a) the principle of proportionality and non-discrimination pursuant to article 4(2)(a) of the SOGL and article 244 of Federal Grid Code will be applied to all modalities specified in the OPA Contract;
 - (b) these T&C OPA shall be accessible to all affected market players at the same time and in a transparent manner pursuant to article 4(2)(b) of the SOGL;
 - (c) The translation of the Whereas (24), Whereas (25), Whereas (26) and Whereas (28) in these T&C OPA applies the principle of optimisation between the highest overall efficiency and lowest total costs for all parties involved pursuant to article 4(2)(c) of the SOGL;
 - (d) This OPA Contract in line with Whereas (8) ensures grid stability and security but avoids if possible the introduction of new mechanisms and given the modalities set in this OPA Contract will only prevail as long as article 377 of the Federal Grid Code applies, this OPA Contract is also pursuant to article 4(2)(d) of the SOGL;
 - (e) By setting the modalities of the OPA Contract in such way that Elia has the relevant information to ensure system security, including as required by national legislation pursuant to article 4(2)(e) of the SOGL;
 - (f) The Whereas (26) was specified after consulting relevant DSOs and taking into account potential impacts on their system pursuant to article 4(2)(f) of the SOGL; and
 - (g) The OPA Contract takes into consideration agreed European standards and technical specifications pursuant to article 4(2)(g) of the SOGL.

Article 4 Language

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

Article 5 General provisions

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

APPENDIX : CONTRACT FOR OUTAGE PLANNING AGENT

Appendix : Contract for Outage Planning Agent (hereafter referred to as “OPA Contract” or the “Contract”)

OPA Contract

Contract Reference [•]

between

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

Hereinafter referred to as the Service Provider or Outage Planning Agent

and

ELIA Transmission Belgium S.A./N.V. (as from 1/1/2020, before Elia System Operator S.A./N.V.), a public limited company under Belgian law with registered offices at Boulevard de l'Empereur 20, B-1000 Brussels, Belgium, registered under the crossroad bank for enterprises under number 731.852.231 (as from 1/1/2020, before 0476.388.378) and represented by **[Name1]** and **[Name2]**, in their capacity of **[Role1]** and **[Role2]**;

Hereinafter referred to as "Elia".

Elia and the Service Provider are referred to individually as "a Party" and collectively as "the Parties".

Whereas:

- Elia is responsible for the operation of the Belgian transmission system over which it has an ownership right or, at least, a right of use (hereinafter referred to as the “transmission system”);
- Elia has been appointed as Transmission System Operator (hereinafter referred to as the “TSO”), in accordance with the Belgian law of 29 April 1999 concerning the organisation of the electricity market (hereinafter referred to as the “Electricity Act”) and supervises the safety, reliability and efficiency of the transmission system;
- Elia must therefore safeguard operational security, frequency quality and the efficient use of the interconnected system and resource – in accordance with the SOGL;
- The Service Provider signing this OPA Contract becomes an Outage Planning Agent (hereinafter referred to as the “OPA”).
- By signing this OPA Contract, the OPA declares that it has full and complete knowledge of the Terms and Conditions Outage Planning Agent (hereinafter referred to as the “T&C OPA”) which have been approved by the competent regulatory authority and which are published on the website of Elia. As such the OPA declares to fulfil all the conditions to become a OPA as specified in T&C OPA.
- The OPA unconditionally accepts the T&C OPA as a whole including future amendments except if Whereas(10) of the T&C OPA is amended.
- The OPA warrants to Elia that:
 - o the general information regarding the OPA is true, accurate and complete in all material respects;
 - o in the case of a OPA that is not a natural person, it is duly incorporated and validly existing under the laws of its country of incorporation;
 - o it has full power and authority to enter into and perform this Contact OPA and all necessary action has been taken by it to authorise entry into and performance of this OPA Contract.
- Each Party undertakes with the other Party to comply with and to perform its obligations in accordance with and subject to the T&C OPA.
- This OPA Contract defines the mutual rights and obligations of Elia and the OPA relating to the rights and obligations described in T&C OPA;
- This Contract falls under the T&C OPA. The OPA Contract and the last approved T&C OPA as specified in Article 2(2) of T&C OPA are an indivisible unit and should be read together.

The following points have been agreed:

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PART I - GENERAL CONDITIONS

ART. I.1 DEFINITIONS

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

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

Annex	Any annex to the present Contract;
Article or Art.	Any article of the present Contract;
CACM	The Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management;
Contract	The present Contract, including its Annexes;
CREG	The Commission for Electricity and Gas Regulation, i.e. the Belgian national regulatory authority;
Direct Damage	Any damage, with the exclusion of Indirect Damage, directly and immediately resulting from any contractual breach and/or fault within the framework of or as a result of the execution of the Contract, on any grounds whatsoever (contractual or extra-contractual). The said fault being one, which under similar circumstances, an experienced, professional Service Provider or TSO, respectively, acting according to the rules and taking all reasonable precautions would in no case have committed;
EBGL	The Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing;
Electricity Act	The Belgian law of 29 April 1999 concerning the organisation of the electricity market (« Loi du 29 avril 1999 relative à l'organisation du marché de l'électricité, <i>M.B.</i> 11.05.1999 » / « Wet van 29 april 1999 betreffende de organisatie van de elektriciteitsmarkt, <i>B.S.</i> 11.05.1999 »), as amended from time to time;
E&R NC	Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration;
General Conditions	Part I to the present Contract. The General Conditions are identical in the following contracts for ancillary services to be concluded by Elia: the contracts for balancing services (BSP – “Balancing Service Provider” contracts for FCR – “Frequency Containment Reserve”, aFRR “automatic Frequency Restoration Reserve” and mFRR – “manual Frequency Restoration Reserve”), the contracts for restoration services (RSP – “Restoration Service Provider”), the contracts for voltage and reactive power control services (VSP – “Voltage Service Provider”) and the contracts for

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

ART. I.2 SCOPE OF SERVICES AND CONTRACTUAL STRUCTURE

I.2.1 Scope of Services

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

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

I.2.2 Structure of the Contract

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

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

ART. I.3 ADDITIONAL RULES OF INTERPRETATION

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

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

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

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

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

I.4.1 Entry into force of this Contract

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

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

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

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

I.4.2 Duration of the Contract

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

ART. I.5 INVOICING AND PAYMENT

I.5.1 Invoicing matters – General instructions

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

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

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

I.5.2 Payment matters

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

Any objection regarding the amount of an invoice must, in order to be admissible, be sent by registered letter to the invoicing Party before the due date of the disputed invoice as set above. The reasons for the objection shall be described as comprehensibly and in as much detail as is reasonably possible. If the value of the invoice is disputed, the undisputed part of the invoice shall still be paid. The Parties will discuss in good faith in order to reach an agreement on the disputed amount of the invoice within thirty (30) Working Days of the receipt of the registered letter, failure of which Art. I.13 will apply.

The amount subject of an objection shall be paid within 30 calendar days following the end of the month in which 1) the agreement is reached in respect of the dispute or 2) the decision has been adopted by which the dispute is definitively settled between the Parties according to Art.I.13. The Parties undertake not to invoke the exception of non-performance (“exceptio non adimpleti contractus”) in order to suspend the performance of their respective obligations during the dispute.

I.5.3 Interest for delayed payment

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

ART. I.6 LIABILITY

I.6.1 . General principles

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

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

I.6.2 Direct Damages

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

I.6.3 Process

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

I.6.4 Caps

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

ART. I.7 EMERGENCY AND FORCE MAJEURE [TO THE EXTENT THAT ARTICLES 1.7.1 AND 1.7.2 WERE NOT APPROVED IN THE DECISION 2058 OF THE CREG, THE RIGHTS AND OBLIGATIONS ARISING THEREFROM ARE INCLUDED IN THE PROVISIONS OF THE BRP CONTRACT THAT DEAL WITH THE SUBJECT MATTER OF THESE ARTICLES 1.7.1 AND 1.7.2 IN ITS CONTEXT AND THAT THESE RIGHTS AND OBLIGATIONS OF THE OPA ARE ENSURED BY THE BRP IN CHARGE OF MONITORING THE ACCESS POINT OF THE UNIT, UNTIL SUCH TIME AS THESE RIGHTS AND OBLIGATIONS HAVE BEEN TRANSFERRED TO THE OPA].

I.7.1 Emergency Situation

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

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

When the system is in alert, emergency, black-out or restoration state (as defined in the applicable legislation and regulations¹), Elia is entitled and/or obliged to take all the measures provided for in the applicable legislation and regulations, including under certain circumstances the suspension of market activities as provided for in the applicable legislation and regulations. In case of contradictions with the provisions of this Contract, such measures as foreseen in the applicable legislation and regulations shall prevail on the rights and obligations of this Contract.

I.7.3 Force Majeure

Without prejudice to the rights and obligations of the Parties in the cases as referred to under Art. I.7.1 and 1.7.2, and as defined in the applicable legislation and/or regulations, and without prejudice to the application

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

of the rescue and restoration provisions, as defined in the applicable legislation and/or regulations, the Parties will be discharged of their respective obligations under this Contract in a case of force majeure that prevents the performance of their obligations under this Contract, either partly or entirely, with the exception of the financial obligations that arose before the force majeure event. This suspension of the obligations will only last as long as the force majeure event.

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

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

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

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

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

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

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

ART. I.8 CONFIDENTIALITY

I.8.1 No divulgence of confidential information

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

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

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

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

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

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

I.8.2 Infringements to confidentiality obligations

Any infringement to this confidentiality obligation shall be considered as serious misconduct by the Party that violates that obligation. Such infringement shall give rise to the payment of compensation for any Direct and Indirect, material and immaterial damage (in deviation from Art. I.6.2) that the other Party can reasonably demonstrate, subject to the caps of Art. I.6.4.

I.8.3 Ownership

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

I.8.4 Duration

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

I.8.5 Phone recordings

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

ART. I.9 OBLIGATION OF INFORMATION

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

ART. I.10 REVIEW

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

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

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

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

I.10.2 Amendments to party-specific Annexes

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

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

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

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

ART. I.12 MISCELLANEOUS CLAUSES

I.12.1 Waiver

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

I.12.2 Entire agreement

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

I.12.3 Notices

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

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

I.12.4 Transfer of rights

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

I.12.5 Severability

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

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

ART. I.13 APPLICABLE LAW – RULES REGARDING DISPUTES

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

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

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

In view of the complex relationships, the Parties hereby agree, in order to facilitate the application of the rules regarding coherence or intervention, either – in the case of related disputes – to renounce any arbitration proceedings for the purpose of intervening in another judicial procedure, or – conversely – to renounce a judicial procedure for the purpose of taking part in multi-party arbitration. In the case of dissension, preference will be given to the procedure introduced first.

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PART I - GENERAL CONDITIONS

ART. I.1 DEFINITIONS

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

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

Annex	Any annex to the present Contract;
Article or Art.	Any article of the present Contract;
CACM	The Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management;
Contract	The present Contract, including its Annexes;
CREG	The Commission for Electricity and Gas Regulation, i.e. the Belgian national regulatory authority;
Direct Damage	Any damage, with the exclusion of Indirect Damage, directly and immediately resulting from any contractual breach and/or fault within the framework of or as a result of the execution of the Contract, on any grounds whatsoever (contractual or extra-contractual). The said fault being one, which under similar circumstances, an experienced, professional Service Provider or TSO, respectively, acting according to the rules and taking all reasonable precautions would in no case have committed;
EBGL	The Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing;
Electricity Act	The Belgian law of 29 April 1999 concerning the organisation of the electricity market (« Loi du 29 avril 1999 relative à l'organisation du marché de l'électricité, <i>M.B.</i> 11.05.1999 » / « Wet van 29 april 1999 betreffende de organisatie van de elektriciteitsmarkt, <i>B.S.</i> 11.05.1999 »), as amended from time to time;
E&R NC	Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration;
General Conditions	Part I to the present Contract. The General Conditions are identical in the following contracts for ancillary services to be concluded by Elia: the contracts for balancing services (BSP – “Balancing Service Provider” contracts for FCR – “Frequency Containment Reserve”, aFRR “automatic Frequency Restoration Reserve” and mFRR – “manual Frequency Restoration Reserve”), the contracts for restoration services (RSP – “Restoration Service Provider”), the contracts for voltage and reactive power control services (VSP – “Voltage Service Provider”) and the contracts for services related to congestion management (OPA – “Outage Planning Agent” and SA – “Scheduling Agent”);

Grid Codes	The Federal Grid Code for Transmission (adopted in the form of royal decree on the basis of article 11 of the Electricity Act – currently the “Arrêté royal du 22 avril 2019 établissant un règlement technique pour la gestion du réseau de transport de l'électricité et l'accès à celui-ci, <i>M.B.</i> 29.04.2019” / “Koninklijk besluit van 22 april 2019 houdende een technisch reglement voor het beheer van het transmissienet van elektriciteit en de toegang ertoe, <i>B.S.</i> 29.04.2019”), as amended from time to time, and the grid codes for local and regional transmission, as amended from time to time;
Indirect Damage	Any indirect damage or consequential damage, such as, but not limited to loss of revenue, loss of profit, loss of data, loss of business opportunities, loss of (prospective) clients, missed savings;
Law of 2 August 2002	The Law of 2 August 2002 against payment arrears in commercial transactions (“Loi du 2 août 2002 concernant la lutte contre le retard de paiement dans les transactions commerciales, <i>M.B.</i> 7.08.2002” / “Wet betreffende de bestrijding van de betalingsachterstand bij handelstransacties, <i>B.S.</i> 7.08.2002”), as amended from time to time;
Service(s)	The service(s) and tasks as described in the Specific Conditions of the present Contract and as provided by the Service Provider;
Service Provider	The Service Provider as identified on the first page of the present Contract;
SOGL	The Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation;
Specific Conditions	Part II of the present Contract, supplemented by any annexes;
Terms and Conditions	The terms and conditions as required by, and developed in accordance with, the applicable European regulations. The present Contract constitutes an appendix to the Terms and Conditions as identified in the Whereas section of the present Contract;
Working Day	Any calendar day except for Saturday, Sunday and Belgian public holidays.

ART. I.2 SCOPE OF SERVICES AND CONTRACTUAL STRUCTURE

I.2.1 Scope of Services

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

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Once this Contract has entered into force between the Parties, the Parties shall be bound by the General Conditions as detailed under Part I and the Specific Conditions as detailed under Part II of this Contract, supplemented by any annexes. This is without prejudice to the fact that Part II might foresee a later start date for the provision of certain Services.

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

I.4.2 Duration of the Contract

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

ART. I.5 INVOICING AND PAYMENT

I.5.1 Invoicing matters – General instructions

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

- 13) Full name and address of both the invoicing Party and the invoiced Party;
- 14) VAT number of both the invoicing Party and the invoiced Party;
- 15) Invoiced amount, valued in euro;
- 16) Bank account and bank address (including IBAN and BIC) on which the relevant payment shall be made;
- 17) Invoice number;
- 18) Invoice issue date;
- 19) Designation of the Service and the period on the invoice;
- 20) Tax rate and tax amount separately, if any;
- 21) Specific constraint for invoicing, required by article 226 of Directive 2006/112/CE, if any, e.g. indication of the reference to the applicable provision of the Directive where the supply of services is subject to the VAT reverse charge procedure;
- 22) Reference if required by the invoiced Party;
- 23) Payment term in accordance with paragraph 5.2 hereafter; and
- 24) Specific items as listed in any invoicing section provided for under the Specific Conditions of this Contract.

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

I.5.2 Payment matters

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

Any objection regarding the amount of an invoice must, in order to be admissible, be sent by registered letter to the invoicing Party before the due date of the disputed invoice as set above. The reasons for the objection shall be described as comprehensibly and in as much detail as is reasonably possible. If the value of the invoice is disputed, the undisputed part of the invoice shall still be paid. The Parties will discuss in good faith in order to reach an agreement on the disputed amount of the invoice within thirty (30) Working Days of the receipt of the registered letter, failure of which Art. I.13 will apply.

The amount subject of an objection shall be paid within 30 calendar days following the end of the month in which 1) the agreement is reached in respect of the dispute or 2) the decision has been adopted by which the dispute is definitively settled between the Parties according to Art.I.13. The Parties undertake not to invoke the exception of non-performance (“exceptio non adimpleti contractus”) in order to suspend the performance of their respective obligations during the dispute.

I.5.3 Interest for delayed payment

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

ART. I.6 LIABILITY

I.6.1 . General principles

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

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

I.6.2 Direct Damages

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

I.6.3 Process

As soon as one of the Parties has knowledge of any claim to pay compensation, including a claim for compensation arising from a claim by a third party, for which the latter might institute proceedings against

the other Party, that Party shall inform the other Party thereof without delay. This notification shall be made by means of a registered letter, mentioning the nature of the claim, the amount thereof (if known) and the method of calculation – all in reasonable detail and with reference to the legislative, regulatory or contractual provisions on which the claim might be based. In case of third party claim, the defaulting Party shall fully cooperate with the defending Party in such response and defense as reasonably required.

I.6.4 Caps

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

ART. I.7 EMERGENCY AND FORCE MAJEURE

I.7.1 Emergency Situation

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

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

When the system is in alert, emergency, black-out or restoration state (as defined in the applicable legislation and regulations²), Elia is entitled and/or obliged to take all the measures provided for in the applicable legislation and regulations, including under certain circumstances the suspension of market activities as provided for in the applicable legislation and regulations. In case of contradictions with the provisions of this Contract, such measures as foreseen in the applicable legislation and regulations shall prevail on the rights and obligations of this Contract.

I.7.3 Force Majeure

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

The term “force majeure” shall mean, without prejudice to the definition of force majeure in applicable legislation and/or regulations, any unforeseeable or unusual event or situation beyond the reasonable control of a Party, and not due to a fault of the Party, which cannot be avoided or overcome with reasonable foresight and diligence, which cannot be solved by measures which are from a technical, financial or economic point of view reasonably possible for the Party, which has actually happened and is objectively

² Including article 72 of CACM; article 16.2 of the Regulation (EC) No 714/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the network for cross-border exchanges in electricity and repealing Regulation (EC) No 1228/2003 and article 16.2 of the Regulation (EU) 2019/943 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity.

verifiable, and which makes it impossible for the Party to fulfil, temporarily or permanently, its obligations in accordance with this Contract and which occurred after conclusion of the Contract.

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

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

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

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

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

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

ART. I.8 CONFIDENTIALITY

I.8.1 No divulgation of confidential information

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

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

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

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

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

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

I.8.2 Infringements to confidentiality obligations

Any infringement to this confidentiality obligation shall be considered as serious misconduct by the Party that violates that obligation. Such infringement shall give rise to the payment of compensation for any Direct and Indirect, material and immaterial damage (in deviation from Art. I.6.2) that the other Party can reasonably demonstrate, subject to the caps of Art. I.6.4.

I.8.3 Ownership

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

I.8.4 Duration

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

I.8.5 Phone recordings

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

ART. I.9 OBLIGATION OF INFORMATION

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

ART. I.10 REVIEW

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

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

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

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

I.10.2 Amendments to party-specific Annexes

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

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

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

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

ART. I.12 MISCELLANEOUS CLAUSES

I.12.1 Waiver

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

I.12.2 Entire agreement

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

I.12.3 Notices

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

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

I.12.4 Transfer of rights

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

I.12.5 Severability

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

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

ART. I.13 APPLICABLE LAW – RULES REGARDING DISPUTES

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

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

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

In view of the complex relationships, the Parties hereby agree, in order to facilitate the application of the rules regarding coherence or intervention, either – in the case of related disputes – to renounce any arbitration proceedings for the purpose of intervening in another judicial procedure, or – conversely – to renounce a judicial procedure for the purpose of taking part in multi-party arbitration. In the case of dissension, preference will be given to the procedure introduced first.

PART II - SPECIFIC CONDITIONS

TITLE 1: DEFINITIONS

ART. II.1 DEFINITIONS

The following definitions apply for the purposes of the Contract

Access Contract	As defined in article 2, §1, 8° of the Federal Grid Code.
Access Point	As defined in article 2, §1, 29° of the Federal Grid Code.
Availability Plan	As defined in article 3.2 (70) of the SOGL.
Balance Responsible Party or "BRP"	As defined in article 2(7) of the EBGL and listed in the register of Balance Responsible Parties.
BRP Contract	As defined in article 2, §1, 10° of the Federal Grid Code.
Closed Distribution System or "CDS"	As defined in article 2, §1, 3° of the Federal Grid Code. For the purpose of these Specific Conditions, CDS refers to CDS connected to the Elia Grid.
Configuration	The composition used by a Production Plant, consisting of one or more Production Units in a certain relationship, to generate power.
Connection Contract	As defined in article 2, §1, 9° of the Federal Grid Code.
Connection Installation	As defined in article 2, §2, 21° of the Federal Grid Code.
Connection Point	As defined in article 2, §1, 37° of the Federal Grid Code.
Control Area	As defined in article 2, §1, 60° of the Federal Grid Code.
CREG	The federal regulatory authority for gas and electricity markets in Belgium.
Day D	As defined in article 2, §1, 23° in the Federal Grid Code.
Day D-1	As defined in article 2, §1, 24° of Federal Grid Code.
Day D+1	The calendar day (from 00:00 to 24:00) after Day D.
Delivery Point	As defined in article 2, §1, 30° of the Federal Grid Code.

Demand Facility	As defined in article 2(1) of the Commission Regulation (EU) 2016/1388 of 17 August 2016 establishing a Network Code on Demand Connection (hereafter referred to as “NC DCC”).
Elia Grid	The electricity grid to which Elia holds the property right or at least that of using and/or operating it, and for which Elia has been appointed as transmission and local transmission system operator.
Energy Storage Device or “ESD”	Device with the purpose of storing electrical energy that is to be injected into the system at a later time for the Grid User’s own use, or as a service offered to the system operator for balancing or congestion management.
Federal Grid Code	The provisions of the Royal Decree of 22 April 2019, as amended from time to time, establishing a federal technical regulation for the management of and access to the Elia Grid.
Forced Outage	The unplanned removal (full or partial) from the Service of a Technical Unit for any urgent reason that is not under the operational control of the operator of the Technical Unit.
Grid User	As defined in article 2, §1, 57° of the Federal Grid Code.
Injection	The net injection of active power as measured at the Delivery Point. The term Injection is used to designate a certain sense of energy flow and does not exclusively refer to the technical means with which the Service is provided.
Intraday Production Change Request or “IDPCR”	Information message regarding the amendment of a Technical Unit in the intraday timeframe in the framework of the “Intraday Nomination” procedure in a firm manner towards Elia.
Month	Period starting at 0:00 hours in the morning of the 1st of the month until 24:00 hours on the last day of the month.
MW	Megawatt.
Offshore Power Park Module	Defined in article 2(5), article 2(9) and article 2(15) of the Commission Regulation (EU) 2016/631 of 14 April 2016 establishing a network code on requirements for grid connection of generators (hereafter also referred to as “NC RfG”).
Offtake	Value indicated the net offtake of active power at a Delivery Point. The term offtake is used to designate a

	certain sense of energy flow and does not exclusively refer to the technical means with which the Service is provided.
Outage Planning Agent or “OPA”	Any natural person or legal entity as defined in Article 3 (87) of the SO GL, and with whom Elia has concluded a contract for the Outage Planning Agent in accordance with article 244 of the Federal Grid Code. In compliance of article 377 of the Federal Grid Code the Balance Responsible Party takes on the role of Outage Planning Agent during a transition period.
Outage Status	The outage situation of a Technical Unit.
Pestimated	The estimate of the predicted production of a Technical Unit throughout the procedures.
Power-Generating Module or “PGM”	As defined in article 2(5), article 2(9) and article 2(15) of the NC RfG.
Production Plant	A group of Production Units that together constitute a Technical Unit.
Production Unit	The alternator of a (pump-operation) unit that generates or absorbs electricity and is connected to the Elia Grid.
Pmax Available	The maximum instantaneous value of the power, expressed in MW, that the Technical Unit can inject into the Elia Grid for a certain quarter hour, taking into account all technical, operational, meteorological or other restrictions known at the time of notification to Elia of the Pmax Available value, without taking into account any participation of the Technical Unit in the provision of balancing services.
Pmax Tech	A unique value that indicates the maximum power the generator can generate from a technical point of view – expressed in MW – whereby the size of the generator is stated by the manufacturer and added to Annex 1 of the Contract.
Pmin Available	The minimum instantaneous value of the power, expressed in MW, that the Technical Unit can inject into the Elia Grid for a certain quarter hour, taking into account all technical, operation and meteorological or other restrictions known at the time of notification to Elia of the Pmin Available value, without taking into account any participation of the Technical Unit in the provision of balancing services.

Pmin Tech	A unique value that indicates the minimum power the generator can generate from a technical point of view – expressed in MW – whereby the size of the generator is stated by the manufacturer and added to Annex 1 of the Contract.
Public Distribution Grid or “DSO Grid”	As defined in Article 2, 49° of the Federal Grid Code.
Scheduling Agent or “SA”	Any natural person or legal entity as defined in Article 3 (90) of the SOGL, and with whom Elia has concluded a contract for the Scheduling Agent in accordance with article 249 of the Federal Grid Code. In compliance of article 377 of the Federal Grid Code the Balance Responsible Party takes on the role of Scheduling Agent during a transition period.
Status	The situation of a Technical Unit, which changes depending on the procedure.
Strategic Reserve or “SGR”	The strategic reserve contracted with BRPs, as mentioned in article 7d(2)(2-4) of the Electricity Act.
Technical Unit	(Also sometimes referred to as “Production Unit” and/or “Production Plant” in the Annexes) refers to a PGM, ESD or Demand Facility connected directly to the Elia grid or through a CDS or a Public Distribution Grid.
Terms and Conditions of the Outage Planning Agent or “T&C OPA”	Terms and Conditions including the contract between the Elia and the Outage Planning Agent in accordance with article 244 of the Federal Grid Code, which governs the exchange of information between the Outage Planning Agent and Elia with respect to availability plans of Technical Units and possible amendments thereof. Until entry into force of a first approved version of Contract for the Outage Planning Agent, the terms and conditions of this Contract are included in the Contract for the Coordination of the Injection of Production Units (CIPU contract) in accordance with article 377 of the Federal Grid Code.
Terms and Conditions of the Scheduling Agent or “T&C SA”	Terms and Conditions including the contract between the Elia and the Scheduling Agent in accordance with article 249 of the Federal Grid Code, which governs the exchange of information between the Scheduling Agent and Elia with respect to active power schedules (Daily Schedules) and possible amendments thereof. Until entry into force of a first approved version of Contract for the Scheduling Agent, the terms and conditions of this Contract are included in the Contract for the Coordination

	of the Injection of Production Units (CIPU contract) in accordance with article 377 of the Federal Grid Code.
Week W	The calendar week of operation of the Technical Unit (from Monday morning 00:00 hours to Sunday 24:00).
Year Y	The calendar year (from January 1st to December 31st) on which the Technical Unit is expected to start producing electricity.

ART. II.2 ANNEXES

This Contract contains the following Annexes. Some of these annexes are Party-specific, indicated by the presence of a checkmark (☑) in the “Party-specific” column below. Party-specific Annexes may be amended in accordance with Article I.10.2.

Pursuant to article 253 of the Federal Grid Code, the OPA uses coherent information with regard to annexes filled by the SA, for each Technical Unit.

Number	Title	Comment	Party-specific
Annex 1A	List of Production Units (PUs)	[Filled by the OPA]	<input checked="" type="checkbox"/>
Annex 1B	List of Production Plants (PPs)	[Filled by the OPA]	<input checked="" type="checkbox"/>
Annex 1C	List of aggregated Production Units	[Filled by the OPA]	<input checked="" type="checkbox"/>
Annex 1D	List of LC Production Plants with specific constraints	[Filled by the SA]	<input checked="" type="checkbox"/>
Annex 2	State diagram of Status changes		
Annex 3	List of Production Units at the same site	[Filled by the SA]	<input checked="" type="checkbox"/>
Annex 4	Contact persons of the Parties		<input checked="" type="checkbox"/>
Annex 5	Start-up costs of Production Units	[Filled by the SA]	<input checked="" type="checkbox"/>
Annex 6	Fuel price reference		
Annex 7	Implicit bidding		
Annex 8	I/D power for the settlement and correction of the BRP perimeter		
Annex 9	Data exchange and IT rules		
Annex 10	Appropriation structure		
Annex 11	Slow-starting Production Units	[Filled by the SA]	<input checked="" type="checkbox"/>

TITLE 2: CONDITIONS FOR PARTICIPATION

ART. II.3 CONDITIONS FOR OUTAGE PLANNING AGENTS

- II.3.1 Pursuant to article 377 of the Federal Grid Code, the BRP assumes the role and responsibilities of OPA for any Technical Unit that satisfies the conditions of Article II.4. As such Article I.10.1 paragraph 3 is not valid for this OPA Contract.
- II.3.2 Without prejudice to Articles I.10 and I.11, this OPA Contract remains valid as long as at least one Technical Unit fulfilling conditions of Article II.4 is listed in Annex 1A & Annex 1B of the OPA Contract.

ART. II.4 CONDITIONS FOR TECHNICAL UNITS

- II.4.1 A Technical Unit can be a Power-Generating Module (PGM) or Energy-Storage Device (ESD):
- a) With a Pmax Tech of at least 25 MW, connected directly (or via a CDS) to the Elia Grid; or
 - b) Connected directly (or via a CDS) to the Elia Grid, or through a DSO Grid willing to participate on a voluntary basis.
- II.4.2 A Technical Unit must also satisfy the following requirements:
- a) The OPA for the Technical Unit must be designated as BRP responsible for Injection in an Access Contract (i.e, the BRP must be in charge of the Access Point that connects the Technical Unit to the Elia Grid); and
 - b) The Technical Unit must be listed in Annex 1A & Annex 1B of the OPA Contract.

TITLE 3: PROCEDURES

ART. II.5 GENERAL PROVISIONS

- II.5.1 Pursuant to article 244, §2, 1°- 7° of the Federal Grid Code, this Title 3 describes the procedures for updating the Availability Plan and active-power capability of Technical Units, including the operational rights and obligations of the Parties during these procedures.
- II.5.2 Outage Planning is coordinated through the procedures listed below.
- “Listed”
 - “Revision”
 - “Stand-by”
 - “Ready-to-Run”
 - “Nomination”
 - “Intraday Nomination”
- An overview of the data to be exchanged in these procedures and their granularity can be found in Annex 9.
- II.5.3 The procedures of Article II.5.2 attribute several possible Statuses and technical capabilities to each Technical Unit. The relationship between these Statuses is represented graphically in Annex 2.
- II.5.4 During the different timeframes stated in this OPA Contract, the Parties agree to apply said Statuses per Technical Unit. The Parties agree to use net Injection for all information about active energy or active capacity.
- II.5.5 Pursuant to article 253 of the Federal Grid Code, the data provided by the OPA during the performance of this OPA Contract regarding the availability and active-power capabilities of a Technical Unit must be coherent with the schedule data provided by the SA for the same Technical Unit.
- II.5.6 In case of incoherence in data described in Article II.5.5, and if necessary to ensure the safety, reliability and efficiency of the Elia Grid, Elia has the right to change the Status of a Technical Unit pursuant to article 112 of the SOGL and article 253 of the Federal Grid Code. If Elia does change a Technical Unit’s Status in accordance with this Article II.5.6, Elia will inform the impacted OPA and give the reason of the change.

ART. II.6 “LISTED” PROCEDURE

- II.6.1 The purpose of the “Listed” procedure is to inform Elia of the OPA’s Availability Plan – in year-ahead – with information on which Technical Units will be in service during Year Y.
- II.6.2 The “Listed” procedure occurs annually in Year Y-1 from Week W28 until Week W30. After this time, late Status changes are still possible, subject to conditions set in Article II.6.6.
- II.6.3 The “Listed” procedure applies to all Technical Units listed in Annex 1A of the OPA Contract.
- II.6.4 By Tuesday of Week W28, Year Y-1, the OPA must provide Elia with an Availability Plan by giving one of the following Statuses to his Technical Units, for Year Y:
- “Listed” (L): the Technical Unit will be in service.
 - “Not Listed” (NL): the Technical Unit will not be in service.

- “Expected” (Ex): the OPA expects the new Technical Unit to be in service.

II.6.5 By Thursday of Week W30, Year Y-1, following the OPA’s submission of yearly availabilities, Elia may request the “Listed Reserved” (LR) Status on a “Not Listed” (NL) Technical Unit, requiring it to stay in service for a period Elia specifies. Elia will remunerate the OPA for implemented changes in accordance with Article II.18.1.

II.6.6 During the course of Year Y-1 or Year Y, both Parties may still mutually agree to change the Status of a Technical Unit for a specific period, or to further specify the availability of the OPA’s Technical Units (i.e. monthly, weekly or daily basis). Remuneration for such late changes are specified in Article II.18.2.

ART. II.7 “REVISION” PROCEDURE

II.7.1 The purpose of the “Revision” procedure is to update the OPA’s Availability Plan – in year-ahead – with information on which Technical Units will be undergoing maintenance during Year Y, in accordance with the safety, reliability and efficiency of the Elia Grid.

II.7.2 The “Revision” procedure occurs annually in Year Y-1 from Week W31 until Week W48. After this time, late Status changes are still possible subject to conditions set in Article II.7.8.

II.7.3 The “Revision” procedure applies to all Technical Units listed in Annex 1A of the OPA Contract.

II.7.4 By Tuesday of Week W31, Year Y-1, the OPA must provide Elia with an updated Availability Plan by giving one of the following Statuses to his Technical Units, for each Day of Year Y:

- “Revision” (RV): the Technical Unit will be undergoing maintenance.
- “Not Revision” (NRV): the Technical Unit will not be undergoing maintenance.

The OPA must provide Elia with the “Revision” information as specified in Annex 9.

If the OPA indicates a Technical Unit as “Not Revision” (NRV) in the “Revision” procedure, the OPA must also inform Elia of when that Technical Unit will be in test phase. The OPA may only conduct test phases directly following the maintenance of a Technical Unit or before the start-up of a Technical Unit for the first time.

II.7.5 By Tuesday of Week W35, Year Y-1, following the OPA’s submission of Article II.7.4, and in consultation with the OPA, Elia may propose the following Status changes:

- Setting a maintenance period for a Technical Unit with the “Not Revision” Status (giving it “Revision Reserved” (RVR) Status).
- Rejecting a maintenance period for a Technical Unit with the “Revision” Status (giving it “Revision Not Authorized” (RVNA) Status).

The consultation between the Parties considers whether the OPA can implement Elia’s Status changes, such as:

- Whether the OPA can demonstrate that because of any changes, there is insufficient capacity remaining at certain times to enable him to fulfill his responsibility as BRP responsible for injection; or
- Whether because of any change, the OPA cannot carry out maintenance at the time requested by Elia, due to the technical specification of a Technical Unit or due to governmental safety/technical inspections.

Elia will remunerate the OPA for requested Status change in accordance with Art. II.19.1.

- II.7.6 By Thursday of Week W43, Year Y-1, on the basis of the consultation between the Parties from Art. II.7.5, Elia will draft a new Availability Plan and will send it to the OPA as soon as possible.
- II.7.7 By Thursday of Week W48, Year Y-1, Elia must approve of – and provide the OPA with – an Availability Plan which integrates all the final maintenance changes.
- II.7.8 After Thursday of Week W48, Year Y-1, late maintenance changes are still possible:
- Until Week W-5 of Year Y, the OPA may request a change to Elia. Elia may either:
 - Give the OPA a written approval of the change, effectively changing the Status of the concerned Technical Units; or
 - Reject the OPA's request, justifying its decision.
 - Subject to consultation with the OPA, Elia reserves the right to update which Technical Units are undergoing maintenance if the safety, reliability and/or efficiency of the Elia Grid so requires.

Remuneration for such late changes are covered in Article II.19.2 & Article II.19.3.

ART. II.8 “STAND-BY” PROCEDURE

- II.8.1 The purpose of the “Stand-by” procedure is to update the OPA's Availability Plan – several weeks in advance – with information on which Technical Units will be capable of injecting electricity for each day of Week W.
- II.8.2 The “Stand-by” procedure occurs weekly in Year Y from Week W-5 until Week W-4.
- II.8.3 The “Stand-by” procedure applies to all Technical Units listed in Annex 1A of the OPA Contract.
- II.8.4 By 4:00pm Tuesday of Week W-5, Year Y, the OPA must provide Elia with an updated Availability Plan by giving one of the following Statuses to his Technical Units, for each Day of Week W:
- “Stand-by” (S): the Technical Unit will be available to inject electricity.
 - “Not Stand-by” (NS): the Technical Unit will not be available to inject electricity.

The OPA must provide Elia with the “Stand-by” information as specified in Annex 9.

- II.8.5 By 6:00pm Tuesday of Week W-4, Year Y, and following the OPA's submission of the updated Availability Plan as specified in Article II.8.4, Elia may request the following changes:
- Keeping available a Technical Unit with the “Not Stand-by” Status during Week W (giving it “Stand-by Reserved” (SR) Status).
 - Preventing a Technical Unit with the “Standby” Status from injecting electricity during Week W (giving it “May-Not-Run” (MNR) Status).

Elia will remunerate the OPA for implemented changes in accordance with Article II.20.1.

Specificities for Offshore Power Park Modules

II.8.6 For Offshore Power Park Modules, Art. II.8.5 does not apply.

ART. II.9 “READY-TO-RUN” PROCEDURE

II.9.1 The purpose of the “Ready-to-Run” procedure is to update the OPA’s Availability Plan – in week-ahead – with information on which Technical Units will be capable of injecting electricity during Week W.

II.9.2 The “Ready-to-Run” procedure occurs weekly during Week W-1. After this time, late changes are still possible as specified in Article II.9.6.

II.9.3 The “Ready-to-Run” procedure applies to all Technical Units listed in Annex 1A of the OPA Contract.

II.9.4 By 4:00pm Tuesday of Week W-1, the OPA must provide Elia with an updated Availability Plan by giving one of the following Status to his Technical Units, for each hour of Week W:

- “Ready-to-Run” (RR): the Technical Unit will be available to inject electricity.
- “Not Ready-to-Run” (NRR): the Technical Unit will not be available to inject electricity.

The OPA must provide Elia with the “Ready-to-Run” information as specified in Annex 9.

If the OPA’s Availability Plan designated a Technical Unit as “May-Not-Run” (MNR) during the “Stand-by” procedure, it must be designated as “May Not Ready-to-Run” (MNRR) at this time.

If a Technical Unit is designated as “Stand-By Reserved” (SR) during the “Stand-By” procedure and if the OPA designates that Technical Unit as “Ready-to-Run” (RR) in the “Ready-to-Run” procedure, the OPA will reimburse Elia the remuneration that Elia has made, as the case may be, for imposing the SR Status.

If a Technical Unit is designated as “Revision” (RV) during the “Revision” procedure or as “Not Stand-By” (NS) during the “Stand-By” procedure, that Technical Unit can be designated as “Ready-to-Run” (RR) in the “Ready-to-Run” procedure at the request of the OPA, subject to prior agreement from Elia and, as the case may be, remuneration as specified in Article II.21.

The coherence of these Statuses will be assessed by Elia and corrected if needed.

II.9.5 By 6:00pm Thursday of Week W-1, following the OPA’s submission of information as specified in Article II.9.4, Elia may request the following changes:

- Keeping available Technical Units with the “Not Ready-to-Run” Status for a specified period (giving it “Ready-to-Run Reserved” (RRR) Status).
- Preventing Technical Units with the “Ready-to-Run” Status from injecting electricity for a specified period (giving them “May Not Ready-to-Run” (MNRR) Status).

Elia will remunerate the OPA for implemented changes in accordance with Article II.21.1 and II.21.2.

II.9.6 After 6:00pm Thursday of Week W-1, and up to Day D-2, Elia reserves the right to further change the OPA’s Availability Plan to ensure the safety, reliability and/or efficiency of the Elia Grid. In this case, the OPA would be remunerated using the cost principles of Article II.17.3.

Specificities for Offshore Power Park Modules

II.9.7 For Offshore Power Park Modules, Article II 9.5 & Article II.9.6 do not apply.

ART. II.10 “NOMINATION” PROCEDURE

II.10.1 The purpose of the “Nomination” procedure is to update the OPA’s Availability Plan – in day-ahead – with information on which Technical Units will be capable of injecting electricity for each quarter-hour of Day D.

II.10.2 The “Nomination” procedure occurs during Day D-1, until 6:00pm.

II.10.3 The “Nomination” procedure applies to all Technical Units listed in Annex 1A of the OPA Contract.

II.10.4 By 3:00pm on Day D-1, the OPA must provide Elia with an updated Availability Plan by giving them one of the following Outage Status, for Day D:

- “Forced Outage” (FO): the Technical Unit is experiencing a Forced Outage.
- “Planned Unavailability” (PU): the Technical Unit is undergoing maintenance.
- “Available” (AV): the Technical Unit is capable of injecting electricity.

The OPA must provide Elia with the “Nomination” information as specified in Annex 9.

Except in case of Forced Outage, a Technical Unit designated as “Ready-to-Run” (RR) or “Ready-to-Run Reserved” (RRR) during the “Ready-to-Run” procedure must be designated as “Available” (AV) in the “Nomination” procedure.

If a Technical Unit is designated as “Not Ready-to-Run” (NRR) during the “Ready-to-Run” procedure, that Technical Unit can be designated as “Available” (AV) in the “Nomination” procedure at the request of the OPA, subject to prior agreement from Elia and, as the case may be, remuneration following the principles of Article II.17.3.

The coherence of these Statuses will be assessed by Elia and declared invalid if needed. In that case, the OPA must submit a new Availability Plan as soon as possible.

II.10.5 For Technical Units included in an SGR contract, the information as specified in Article II.10.4 must be submitted by 10:00am on Day D-1.

ART. II.11 “INTRADAY NOMINATION” PROCEDURE

II.11.1 The purpose of the “Intraday Nomination” procedure is to update the OPA’s Availability Plan – in intraday, via an IDPCR (Intraday Production Change Request) – with information on which Technical Units are capable of injecting electricity for each quarter-hour of Day D.

II.11.2 The “Intraday Nomination” procedure applies to all Technical Units listed in Annex 1B of the OPA. The transition from Annex 1A to Annex 1B is explained in Annex 1C.

II.11.3 From 6:00pm, Day D-1 to 10:45pm, on Day D, if requesting an IDPCR, the OPA may update a Technical Unit’s technical data. These updates must:

- a) Be technically consistent with the information provided to Elia during the “Nomination” procedure;
- b) Take account of all the Status changes that Elia has requested throughout all procedures for the purpose of congestion management;

- c) Consist of a change in Pmin Available, Pmax Available, up/down ramping rate, start fuel, operational fuel or Configuration.

If one or more of these conditions are not satisfied, Elia may declare an IDPCR invalid. The IDPCR takes effect 45 minutes after the expiration of the quarter hour in which Elia has received it.

II.11.4 Elia informs the OPA of any acceptance/rejection at least 15 minutes before the effective time of an IDPCR.

TITLE 4: ADDITIONAL PROVISIONS

ART. II.12 GENERAL PROVISIONS

- II.12.1 If Elia requests Status changes that the OPA cannot implement for technical reasons, the OPA shall propose an alternative to Elia in reasonable time. Technical reasons includes a Technical Unit's up-and-down adjustment speeds, minimum downtime or staffing issues. Elia will remunerate the OPA in accordance with Article II.17.3.
- II.12.2 For every Connection Point where there are several Technical Units present and where the sum of the installed generation capacity is equal to or greater than 1,000 MW, efforts will be made to ensure that no more than 1,000 MW of active power generation capacity per Connection Point becomes unavailable at the same time.
- II.12.3 Based on the "Revision", "Revision Reserved", "Not Standby" or "May-Not-Run" Statuses, Elia reserves the right to organise work on the Elia Grid at any time without remuneration to the OPA. This may mean that the Injection and, as the case may be, the Offtake of power in the Elia Grid by the relevant Technical Unit is not possible at the time specified by Elia and the OPA.
- If the Offtake of power is not possible, Elia will inform the OPA as soon as possible. Elia undertakes to keep any costs involved as low as possible. In this case, the Parties acknowledge the need for mutual consultation.
- II.12.4 From the beginning of the "Revision" procedure until Day D-1, the OPA must provide Elia with any relevant information which might affect the course of the "Stand-by", "Ready-to-Run", "Nomination" and "Intraday Nomination" procedures.
- II.12.5 The OPA will take the necessary measures to ensure that Technical Units with the following Statuses will be capable of injecting electricity at the time specified by Elia and the OPA:
- "Listed" (L) or "Listed Reserved" (LR);
 - "Not Revision" (NRV) or "Revision Not Authorized" (RVNA);
 - "Stand-by" (S) or "Stand-by Reserved" (SR);
 - "Ready-to-Run" (RR) or "Ready-to-Run Reserved" (RRR);
 - "Available" (AV).

Specificities for Offshore Power Park Modules

- II.12.6 For Offshore Power Park Modules, Article II.12.2 and Article II.12.3 do not apply. In addition, Article II.12.5 does not apply for the "Stand-by" and "Ready-to-Run" procedure.

TITLE 5: EXCHANGE OF INFORMATION

ART. II.13 GENERAL PROVISIONS

- II.13.1 Pursuant to article 244 of the Federal Grid Code, this section contains the terms and procedures relative to the exchange of relevant information between the Parties, such as the form and granularity of data exchanges accounting for the size, characteristics, location and technical limitations of relevant Technical Units.
- II.13.2 At the time the OPA sends data to Elia during the procedures of this OPA Contract, Elia considers such information as providing the most accurate picture possible of the availability and active-power capabilities (technical and operational limit) of Technical Units. The OPA is responsible for any deviation or inconsistency between this information and the actual situation of Technical Units. Elia cannot be held responsible for such inconsistencies.
- II.13.3 If, during the performance of this OPA Contract, Elia wishes to obtain information about Technical Units under the responsibility of the OPA which might influence the safety, reliability and/or the efficiency of the Elia Grid, then the OPA undertakes to provide Elia with such information in good time. Elia will give a reason for such a request.
- II.13.4 Prior to the full or partial unavailability of a Technical Unit, the Parties will liaise to ensure optimum coordination of works on the Elia Grid and/or on the relevant Technical Unit, with the intent of avoiding possible safety problems. The OPA shall inform Elia, as soon as possible, in case the end date of the maintenance may be modified.

ART. II.14 FORM OF COMMUNICATION

- II.14.1 The exchange of information between the Parties concerning the performance of this OPA Contract is done electronically through offline communication for the “Listed”, “Revision”, “Stand-by”, “Ready-to-Run” and “Nomination” procedures.
- II.14.2 The exchange of information between the Parties concerning the performance of the OPA Contract is done through real-time communication during the “Intraday Nomination” procedure.
- II.14.3 The electronic offline and real-time communication protocols are specified by Elia in Annex 9.
- II.14.4 The Parties agree that either Party’s dispatching department may record real-time phone conversations between them while respecting the conditions set in Article I.8.5.
- With regard to their value as evidence in law, the Parties acknowledge that the recordings of this Article II.14.4 are permissible as proof – for example, in the settlement of a dispute relating to the present OPA Contract. Both Parties shall inform their respective employees about the existence and/or possibility of recordings and about the existence and/or possibility of recordings by the other Party.
- II.14.5 All recordings will be based on the measurements, counts and signals managed by Elia unless the OPA can demonstrate that a significant error has occurred in those recordings. In this case, the Parties will consult each other in order to repair the significant error in the recording.
- II.14.6 The Parties shall agree on the timing for all process-related communications. In the absence of agreement, this timing will be specified by Elia.
- II.14.7 The exchange of information in the framework of this OPA Contract will be directed to the respective contact persons of the Parties, as mentioned in Annex 4.

ART. II.15 COMMUNICATION OF FORCED OUTAGES

II.15.1 Pursuant to article 245 of the Federal Grid Code and article 102 of SOGL, the OPA must inform Elia as soon as possible after the partial or complete Forced Outage of one of his Technical Units.

In particular, the OPA shall keep Elia informed of any Forced Outages that would make it impossible for a Technical Unit with "Ready-to-Run" (RR) or "Ready-to-Run Reserved" (RRR) Status to inject electricity.

II.15.2 The OPA provides Elia with any relevant information regarding the suspected reason for a Forced Outage and its expected duration. "Urgent market messages" (UMMs) sent under legal requirements on transparency will also be taken into account by ELIA for the communication of the requested information. However, the OPA needs to also notify the change of the Status of the Technical Unit towards Forced Outage through an IDPCR given this is the information exchange used in the framework of the communication of Availability Plans of Technical Units.

II.15.3 The OPA is responsible for providing Elia with proof that the unavailability of a Technical Unit is the consequence of a Forced Outage as described in this OPA Contract.

II.15.4 In the event of a Forced Outage, Elia may request the OPA to draw up a report thereof. The OPA must send this report within 15 working days of Elia's request. The report may include the following information, depending on the case:

- The Technical Unit's starting-point situation.
- A chronology, explanation and/or causal chain of events.
- Any anomalies arising from the Forced Outage or limitation.
- Any solutions or decisions required by the Parties.
- Alarm lists
- A follow-up
- The estimated/effective duration of unavailability
- If applicable, the impact of the Forced Outage on other Technical Units
- A list of abbreviations used by the OPA, if needed.
- Any additional necessary and reasonable information

- II.15.5 In the event of a significant Forced Outage or limitation of a Technical Unit, Elia reserves the right to visit the Technical Unit concerned at any time, including before the OPA draws up the report of Article II.15.4. If Elia visits the Technical Unit, the OPA must provide his full assistance to ensure access to both the Technical Unit and to the information of Article II.15.4.

ART. II.16 COMMUNICATION OF STORM RISK

- II.16.1 In the event of a forecasted or ongoing storm event, the OPA must inform Elia as soon as possible of any change to a Power Park Module's Outage Status and/or Pmax Available.
- II.16.2 For the entire duration of a storm event, the OPA must keep the information of Article II.16.1 regularly up to date, and coherent with the Power Park Module's active-power schedules.
- II.16.3 If the OPA does not fulfill his obligations of Article II.16.1 & II.16.2, Elia may impose conditions on the availability of the concerned Power Park Module. This includes unilaterally adapting its Outage Status and/or Pmax Available as soon as a cut-out occurs. If Elia updates its Pmax Available, Elia will use the minimum value of the observed power of the Offshore Power Park Module during the last hour.
- II.16.4 When a storm event has ended, the OPA shall first coordinate with Elia and get the approval of Elia to change the Outage Status and/or Pmax Available of an Offshore Power Park Module by sending an IDPCR.

TITLE 6: REMUNERATION

ART. II.17 GENERAL PROVISIONS

- II.17.1 Pursuant to Art. 244, §2, 5°, 6° and 7° of the Federal Grid Code, this Title 6 outlines the circumstances in which changing the OPA's Availability Plan leads to remuneration between the Parties, including how and when Status changes must be accompanied by a price offer.
- II.17.2 If an authorised court or authorised authority orders a review of remuneration between Parties – partial or complete, and with or without retroactive effect – the Parties agree to comply.
- II.17.3 Subject to other specific provision, if either Party requests the Status change of a Technical Unit, and if such change leads to costs which are:
- a) Reasonable, in the sense that they reflect an additional cost or loss of revenue that cannot be recovered elsewhere, based on a certain information at the moment of agreement on the request. In case of electricity produced from renewable-energy sources, the loss of revenue from green certificate is accepted as an additional cost;
 - b) Demonstrable, in the sense that the Party charging the cost must be able to support it by supporting documents justifying the amount at the moment of agreement on the request (invoice, price offer of a contractor, or a reliable source of, for example, reference prices), which must be kept at disposal for the regulating authority and for Elia; and
 - c) Directly related to the request, meaning the cost would not be incurred if the change would not be requested;

the requesting Party shall remunerate the other Party for implementing the Status change.

- II.17.4 For any remuneration of Article II.17.3, the Party requesting the Status change asks the other Party for a price offer. The price offer is the price at which the other Party would implement the change.
- II.17.5 The deadline for giving a price estimate is within 10 working days for the "Revision" procedure, 5 working days for the "Stand-by" procedure and 48 hours for the "Ready-to-Run" procedure.
- II.17.6 If either Party chooses to contest a price offer, the Parties will first try to come to a mutual agreement and mutually agree to assign an expert.

If the Parties do not mutually agree on which expert to appoint within 10 working days of the requesting Party receiving the price offer and contesting it, the Parties will settle the dispute according to the specifications set in Article I.13.

If the Parties mutually agree on the expert to be appointed within the foreseen deadline. The Parties shall take the necessary reasonable measures to allow the expert to audit costs included in the price offer. The Party making the price offer must – in good time – also provide the expert with the requisite documentary proof and grant him access, under the cloak of confidentiality, to the necessary books and information (including computerised information) and to the requisite Technical Units, as the case may be.

The expert shall send his audit report to both Parties no later than 45 working days after his appointment. If it appears from the audit report that the reasonable, demonstrable and directly related costs of the Status change were less than 0.8 times the price offer, the Parties will change the disputed costs on the basis of this report. Each Party shall remunerate half of the remuneration for the expert.

II.17.7 If Elia requests the Status change of one the OPA's Technical Units, and if the Parties disagree on remuneration to the OPA before the Status change is implemented, the OPA must still implement the change to the Technical Unit if this change is needed to ensure the safety, reliability and efficiency of the Elia Grid pursuant to article 112 of the SOGL and article 253 of the Federal Grid Code. If this condition is fulfilled, Elia has the right to request the change of the Status of a Technical Unit but shall justify this to the OPA. The OPA shall also abide by the corresponding procedures arising from the new Status if this condition is fulfilled. The liability of the OPA, will in no way be diminished or altered by possible reimbursements made by the OPA to Elia.

ART. II.18 "LISTED" REMUNERATION

II.18.1 If for a certain period Elia requests a "Listed Reserved" (LR) Status on a Technical Unit that the OPA indicated as "Not Listed (NL)", Elia will remunerate the OPA in accordance with the principles set in Article II.17.3. The Parties will agree on the remuneration and specific modalities for such Status change in a separate contract.

II.18.2 If the Parties mutually agree on the late Status change of a Technical Unit as described in Article II.6.6, the Parties will agree on the remuneration and specific modalities for such Status change in a separate contract in accordance with the principles set in Article II.17.3.

II.18.3 The separate contract as mentioned Article II.18.1 and Article II.18.2. shall also specify the conditions under which the OPA can use a "Listed Reserved" Technical Unit for his own requirements and, as the case may be, the modalities for amending the status of the Technical Unit.

ART. II.19 "REVISION" REMUNERATION

II.19.1 If Elia requests Status changes to the OPA's Availability Plan as described in Article II.7.5, and if the OPA implements said changes, Elia will remunerate the OPA in accordance with the principles set in Article II.17.3. The provisions relating to this remuneration – including the provisions relating to pay-outs – form part of a separate agreement signed by the Parties for the concerned Technical Unit.

II.19.2 If the OPA requests a late Status change to Elia as described in Article II.7.8, and if Elia approves said changes in writing, the OPA will, as the case may be, remunerate Elia in accordance with the principles set in Article II.17.3. The provisions relating to this remuneration – including the provisions relating to pay-outs – form part of a separate agreement signed by the Parties for the concerned Technical Unit.

II.19.3 If Elia requests a late Status change to the OPA as described in Article II.6.8, and if the OPA implements said changes, Elia will remunerate the OPA in accordance with the principles set in Article II.17.3. The provisions relating to this remuneration – including the provisions relating to pay-outs – form part of a separate agreement signed by the Parties for the concerned Technical Unit.

ART. II.20 "STAND-BY" REMUNERATION

II.20.1 If Elia requests that a Technical Unit change its Status to "Stand-By Reserved" as described in Article II.8.5, and if the OPA implements said changes, Elia will remunerate the OPA in accordance with the principles set in Article II.17.3. The provisions relating to this remuneration – including the provisions relating to pay-outs – form part of a separate agreement signed by the Parties for the concerned Technical Unit.

- II.20.2 If Elia remunerates the OPA for a “Stand-by Reserved” (SR) in accordance with Article II.20.1, and if in Week W-1, on Day D-1 or on Day D the OPA cannot implement the change due to a Forced Outage, the OPA shall reimburse Elia for the same amount. A Forced Outage is the only reason that Elia accepts for not implementing the change at the initiative of the OPA.
- II.20.3 If Elia requests that a Technical Unit change its Status to “May-Not-Run” (MNR) as described in Article II.8.5, the Technical Unit is automatically assigned the “May Not Ready-to-Run” (MNRR) Status for the “Ready-to-Run” procedure. Elia remunerates the OPA during the “Ready-to-Run” procedure in accordance with Article II.21.2.

Specificities for Offshore Power Park Modules

- II.20.4 For Offshore Power Park Modules, Art. II.20.1, Art. II.20.2, Art. II.20.3 do not apply.

ART. II.21 “READY-TO-RUN REMUNERATION

- II.21.1 If Elia requests the “Ready-to-Run Reserved” (RRR) Status as described in Article II.9.5, and if the OPA implements said changes, Elia will remunerate the OPA in accordance with the principles set in Article II.17.3. The provisions relating to this remuneration – including the provisions relating to pay-outs – form part of a separate agreement signed by the Parties. For any concerned Technical Unit
- II.21.2 If Elia requests the “May Not Ready-to-Run” (MNRR), Elia will remunerate the OPA. The provisions relating to this remuneration – including the provisions relating to pay-outs – form part of a separate contract signed by the Parties. For any concerned Technical Unit, Elia’s remuneration must include:
- An active power capacity remuneration of five hundred euro (€500) per MW of active power capacity and per calendar day of requested unavailability, or twenty-five euro (€25) per MW of active power capacity per hour of requested unavailability if the unavailability is less than one calendar day. Maximum active power capacity is estimated at Pmax Available; and
 - 75% of the start-up cost of the Technical Unit.
- II.21.3 If a Technical Unit has the “Revision” (RV) Status, the OPA may request Elia for the Technical Unit to be “Ready-to-Run” (RR). If Elia approves the change the OPA shall remunerate Elia in accordance with the principles set in in Article II.17.3.
- II.21.4 If Elia requested that a Technical Unit be “Stand-By Reserved” (SR) during the “Stand-By” procedure, and the OPA declares the Technical Unit “Ready-to-Run” (RR) as described in Article.II.9.4, the OPA must reimburse Elia for the remuneration received for requesting “Stand-By Reserved” (SR).
- II.21.5 If the OPA has designated a Technical Unit as “Not Standby” (NS) during the “Stand-by” procedure, the OPA may request Elia to amend said Technical Unit as “Ready-to-Run”. If Elia approves the change, the OPA shall compensate Elia in accordance with the principles set Article II.17.3.

Specificities for Offshore Power Park Modules

- II.21.6 For Offshore Power Park Modules, Art. II.21.1, Art. II.21.2 and Art. II.21.4 do not apply.

ART. II.22 “NOMINATION” REMUNERATION

II.22.1 This Article II.22.1 concerns the cases where Elia has requested the “Ready-to-Run Reserved” (RRR) and/or “Stand-by Reserved” (SR) Status for a Technical Unit that the BRP (as OPA) designated as not available to inject electricity.

If the BRP (as SA) for that Technical Unit sends a non-Zero Schedule during the “Nomination” procedure, the OPA must reimburse Elia for any remuneration for requesting the “Ready-to-Run Reserved” (RRR) and/or “Standby Reserved” (SR) Status (in accordance with Article II.17.3).

Specificities for Offshore Power Park Modules

II.22.2 For Offshore Power Park Modules, Art. II.22.1 does not apply.

TITLE 7: INVOICING & PAYMENT

ART. II.23 INVOICING & PAYMENT

- II.23.1 At the latest by the 15th of each Month, Elia will present to the OPA, in a joint validation platform or other channel a report related to the remunerations due from Elia to the OPA, or vice-versa, regarding Status changes throughout the procedures, established in Title 3, related to the previous calendar month.
- II.23.2 Disputes from the OPA regarding the report must be reported within 25 calendar Days starting from the Day following Elia submission of the respective report. In such a case, the Parties shall enter into negotiations with each other with a view to reach an agreement and if this is not possible the dispute will be settled in accordance with the principles set in Article I.13.
- II.23.3 If no agreement can be reached:
- the OPA, when drawing up his pro-forma invoice for Month M as specified in Article II.23.4, shall take into account the remuneration calculated by Elia;
 - the Parties shall continue their negotiations with a view to reaching an amicable arrangement and, after concluding their agreement, settle this invoice ex-post;
 - if no amicable arrangement is reached, the dispute settlement procedure set out in Article I.13 shall apply.
- II.23.4 The OPA shall send the Elia Settlement department, in accordance with list of contact persons in Annex 4, his monthly pro-forma invoice no later than on the 25th of each Month. The pro-forma invoice will include, among other things:
- the remuneration due from Elia to the OPA (or vice-versa) regarding Status changes throughout the procedures, for the previous Month.
 - the general instructions for invoices as specified in Article I.5.1, and the specific appropriation structure of Annex 10.
- II.23.5 Elia shall either approve or reject the pro-forma invoice within 5 working Days after reception. After approval by Elia of the pro-forma invoice, the invoice or credit note (in accordance with the pro-forma invoice) may be sent to the Invoicing & Payment department, as per list of contact persons in Annex 4.
- II.23.6 In general all dispositions of Article I.5 are applicable.

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

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

[•]

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[•]

[•]

Date:

Date:

[•], represented by:

[•]

[•]

[•]

[•]

Date:

Date:

Annex 1A : List of Production Units (PU)

PU-Name	Type	C_L	L_F	S	EAN-code Topaz	SGR	SF	Fuel	RR	ERR	Pmin Tech	Pmax Tech	EDD

Disclaimer: the mere listing of a Production Unit in this Annex does not entail the right for said Production Unit to be connected to the Elia Grid

General Legend

	Explanation	[unit]	Listing of detailed possibilities
Type	Unit Type (+ Class)	text	BG,CCGT,CCGT-GT,CCGT-ST,CL,D,GT,HU,HU-PS,HU-TS,IS,NU,TJ,WKK,WT,CL(K1),CL(K3),CCGT(S4),CCGT(S1),ST
C_L	Coordinability Level	text	LC, C, NC
L_F	L_Fuel	binary	0, 1, -
S	Specific Fuel Consumption at average power	[GJ/MWh]	
SF	Start Fuel	text	BF,CP,GO,LV,NG,NU,WA,WI,WP,WR,FA, SO
FUEL	Operational Fuel / Functional Mode	text	BF,CP,GO,LV,NG,NU,WA,WI,WP,WR,FA,NG/WP,CP/BF,CP/NG/FA,NG/BF,CP/BF/WP,CP/WP,CP/NG/FA/WP,FULL, SO
RR	Ramping Rate	[MW/min]	
ERR	Emergency Ramping Rate	[MW/min]	
Pmin Tech	Technical Minimum Power	[MW]	
Pmax Tech	Technical Maximum Power	[MW]	
EDD	Expected Decommissioning Date	Date	between 01/01/2012 - 31/12/2050
EAN Code TOPAZ	EAN code Access Point + EAN code Technical Unit + 1 (Injection) or 0 (Offtake)	Number	37 digits
SGR	Indicates whether the unit is part of a SGR contract		

Legend Unit-Type

BG	Biogas
CCGT	Combined Cycle
CCGT-GT	Combined Cycle - Gas Turbine
CCGT-ST	Combined Cycle - Steam Turbine
CL	Classic
D	Diesel
GT	Gas Turbine
ST	Steam Turbine
HU	Hydraulic Unit
HU-PS	Pump Station (Pump)
HU-TS	Pump Station (Turbine)
IS	Incineration Station
NU	Nuclear
TJ	TurboJet
WKK	Cogeneration Unit
WT	Wind Turbine

Legend Fuel

BF	Blast Furnace
CP	Coal Pulverized
GO	Gas Oil
LV	LVN = 'light virgin naphtha' = crude oil derivate
NG	Natural Gas
NU	Nuclear
WA	Water
WI	Wind
FA	Fuel A
FULL	Full Combined Cycle
WP	Wood Pellets
WR	Waste Recycle
SO	Solar

Annex 1B: List of Production Plants (PP)

PP-Name	Type	C_L	L_F	S	EAN-code Probid	SF	Fuel	RR	ERR	Pmin Tech	Pmax Tech	EDD

Disclaimer: the mere listing of a Technical Unit in this Annex does not entail the right for said Technical Unit to be connected to the ELIA Grid

General Legend

	Explanation	[unit]	Listing of detailed possibilities
Type	Unit Type (+ Class)	text	BG,CCGT,CCGT-GT,CCGT-ST,CL,D,GT,HU,HU-PS,HU-TS,IS,NU,TJ,WKK,WT,CL(K1),CL(K3),CCGT(S4),CCGT(S1),ST
C_L	Coordinability Level**	text	LC, C, NC
L_F	L_Fuel	binary	0, 1, -
S	Specific Fuel Consumption at average power	[GJ/MWh]	
SF	Start Fuel	text	BF,CP,GO,LV,NG,NU,WA,WI,WP,WR,FA, SO
FUEL	Operational Fuel / Functional Mode	text	BF,CP,GO,LV,NG,NU,WA,WI,WP,WR,FA,NG/WP,CP/BF,CP/NG/FA,NG/BF,CP/BF/WP,CP/WP,CP/NG/FA/WP,FULL, SO
RR	Ramping Rate	[MW/min]	
ERR	Emergency Ramping Rate	[MW/min]	
Pmin Tech	Technical Minimum Power	[MW]	
Pmax Tech	Technical Maximum Power	[MW]	
EDD	Expected Decommissioning Date	Date	between 01/01/2012 - 31/12/2050
EAN Code PROBID	EAN code van de Productie-Eenheid	Number	18 digits

Legend Unit-Type

BG	Biogas
CCGT	Combined Cycle
CCGT-GT	Combined Cycle - Gas Turbine
CCGT-ST	Combined Cycle - Steam Turbine
CL	Classic
D	Diesel
GT	Gas Turbine
ST	Steam Turbine
HU	Hydraulic Unit
HU-PS	Pump Station (Pump)
HU-TS	Pump Station (Turbine)
IS	Incineration Station
NU	Nuclear
TJ	TurboJet
WKK	Cogeneration Unit
WT	Wind Turbine

Legend Fuel

BF	Blast Furnace
CP	Coal Pulverized
GO	Gas Oil
LV	LVN = 'light virgin naphtha' = crude oil derivate
NG	Natural Gas
NU	Nuclear
WA	Water
WI	Wind
FA	Fuel A
FULL	Full Combined Cycle
WP	Wood Pellets
WR	Waste Recycle
SO	Solar

Annex 1C : Aggregated Production Units (PP-PU)

List of aggregated Production Units (PP-PU)

PP-Name	EAN-code PROBID	PU-Name	EAN-code TOPAZ

Characteristics of the aggregated Production Units with unit type "STEG"

Configuration	Pmin	Pmax
GT1	GT1	GT1
GT2	GT2	GT2
GT1 + ST	$(1 * GT1) + (0,5 * ST)$	$(1 * GT1) + (0,5 * ST)$
GT2 + ST	$(1 * GT2) + (0,5 * ST)$	$(1 * GT2) + (0,5 * ST)$
GT1 + GT2	$(GT1 + GT2)$	$(GT1 + GT2)$
GT1 + GT2 + ST	$(GT1 + GT2 + ST)$	$(GT1 + GT2 + ST)$

The Pmin & Pmax used to calculate the equivalent for each configuration here, are those from the nomination files

Nomination	Sum of the nominations of the individual Production Units
Status	Available if at least one of the gas turbines is available
Startcost	Start-up cost of the resp. available gas turbine(s); if a start-up on a PP is requested, the cheapest GT will always be taken first
I-bid price	I-bid price of one of the gas turbines (hypothesis : I-bid prices of all gas turbines are equal; if not ELIA will use the cheapest)
D-bid price	D-bid price of one of the gas turbines (hypothesis : D-bid prices of all gas turbines are equal; if not ELIA will use the cheapest)

Characteristics of the aggregated Production Units with config "General"

Configuration	Pmin	Pmax
General	$\sum P_{min}$	$\sum P_{max}$

The Pmin & Pmax used to calculate the equivalent for each configuration here, are those from the nomination files

Nomination	Sum of the nominations of the individual Production Units
Status	Available if at least one of the individual Production Units is available
Startcost	Start-up Cost of the resp. available Production Unit; if a startup on a PP is requested, the cheapest Production Unit will always be taken first
I-bid price	I-bid price of a Production Unit (hypothesis : I-bid prices are all equal; if not ELIA will use the cheapest)
D-bid price	D-bid price of a Production Unit (hypothesis : D-bid prices are all equal; if not ELIA will use the cheapest)

* *Important note: Every configuration has an individual EAN-code as well. These are not explicitly listed in the SA-annexes but can be delivered to and only upon specific request from the CIPU-contract holder. An IDPCR, which can be sent as part of the "Intraday Nomination" procedure, requires nomination of all existing configurations with their specific EAN-codes to serve as the key identifier.*

Annex 1D : List of LC Production Plants with specific constraints

PP-Name	Type	EAN-code PROBID	Specific configuration concerned	Limitations

* Limitations such as : 'only start/stop = no modulation', ' minimum lead-time before bid can be activated', ...

Annex 2 : State diagram of Status changes

In the diagrams below bleu indicates an action by the OPA and orange indicates an action by Elia

In the procedure "Listed" the OPA needs to provide a Status for all his Technical Units

The Statuses that can be notified by the OPA for a Technical Unit:

- L: Listed
- Ex: Expected
- NL: Non Listed

Elia can change the Status of a Technical Unit, notified by the OPA as NL, in agreement with the OPA towards the Status Listed Reserved (LR).

In the procedure "Revision" the OPA needs to provide a Status for all his Technical Units with Status L, LR or Ex.

The Statuses that can be notified by the OPA for a Technical Unit are:

- RV : ReVision
- NRV : Non ReVision

Elia can change the Status of a Technical Unit notified by the OPA in agreement with the OPA towards

- RVNA: ReVision Not Authorised (for Technical Units for which the OPA indicated the Status RV)
- RVR: ReVision Reserved (for Technical Units for which the OPA indicated the Status NRV)

In the procedure "Stand-by" the OPA needs to provide a Status for all his Technical Units with Status NRV and RVNA.

The Statuses that can be notified by the OPA for a Technical Unit are:

- S: Stand-by
- NS: Not-Stand-by

Elia can change the Status of a Technical Unit notified by the OPA in agreement with the OPA towards

- SR: Stand-by Reserved (for Technical Units for which the OPA indicated the Status NS)
- MNR: May Not Run (for Technical Units for which the OPA indicated the Status S)

In the procedure "Ready-to-Run" the OPA needs to provide a Status for all his Technical Units with Status S and SR.

The Statuses that can be notified by the OPA for a Technical Unit are:

- RR: Ready to Run
- NRR: Not Ready to Run

Elia can change the Status of a Technical Unit notified by the OPA in agreement with the OPA towards

- RRR: Ready to Run Reserved (for Technical Units for which the OPA the Status NRR or NS)
- MNRR: May Not Ready to Run (for Technical Units for which the OPA indicated the Status RR)

In the procedures "Nominations" and "Intraday Nominations" the OPA needs to provide a Status for all his Technical Units.

The Statuses that can be notified by the OPA for a Technical Unit are:

- FO: Forced Outage
- PU: Planned Unavailability (for Technical Units with the Status NRR or RV)
- AV: Available

Legend:



: Symbolizes a Status change from Elia (Elia must reimburse the OPA)



: Symbolizes a that the OPA must reimburse Elia



: Symbolizes that the OPA must reimburse Elia



: Symbolizes that Elia must reimburse the OPA for I's or start-ups in Week W-1;
and that the OPA must reimburse Elia for D's (made by Elia) in Week W-1



: Symbolizes that Elia must reimburse the SA for I's or start-ups on Day D-1; and that the SA must reimburse Elia for D's (made by Elia) on Day D-1



: Symbolizes that the OPA must reimburse Elia only if the SA sends a valid Daily Schedule that is higher than what Elia ordered in Week W-1.
This check is done on I's, not on D's



: Symbolizes the repayment of all the changes already paid by Elia and the startups and I's (but not D's)



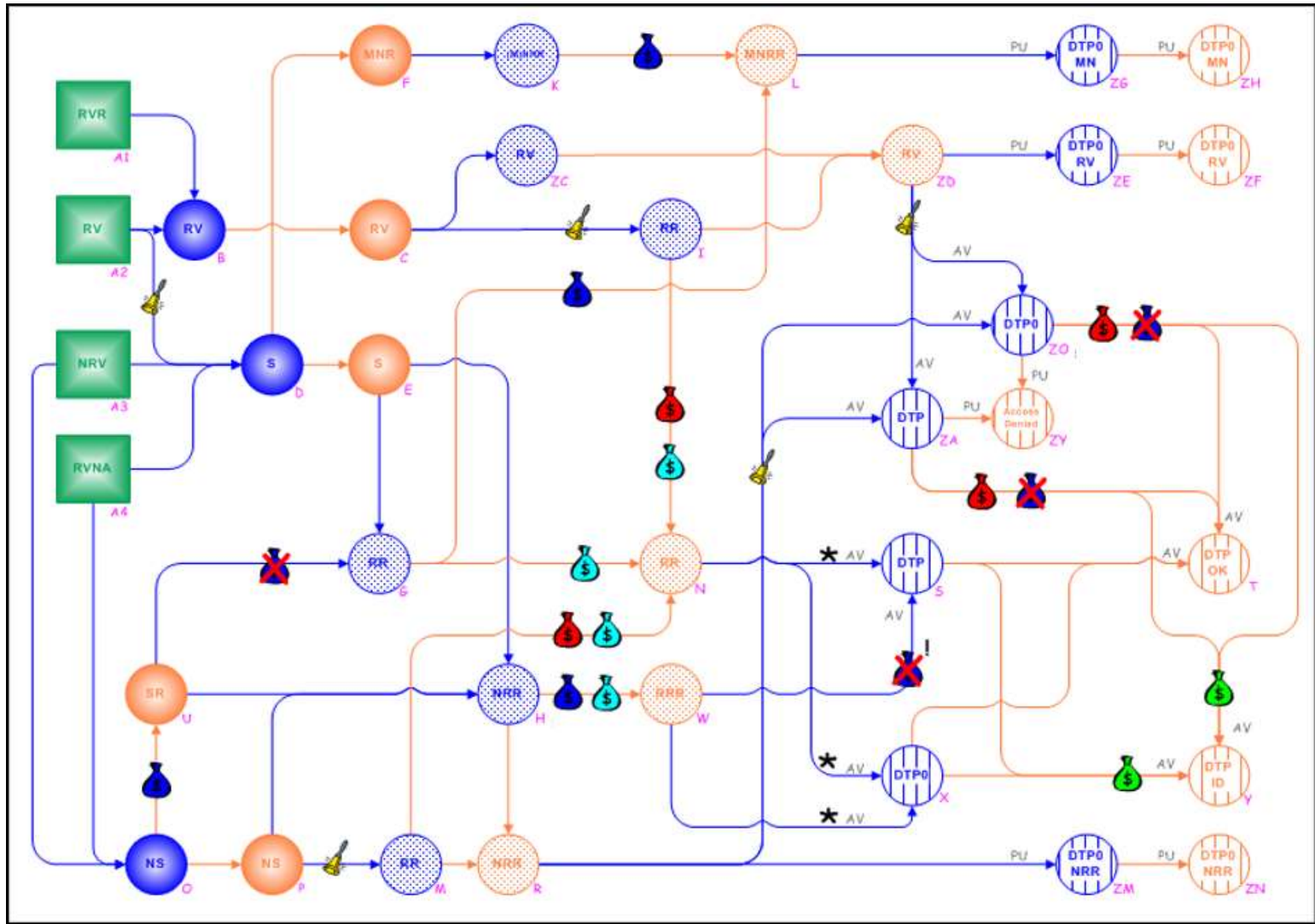
: Symbolizes Status transitions that require an agreement from Elia

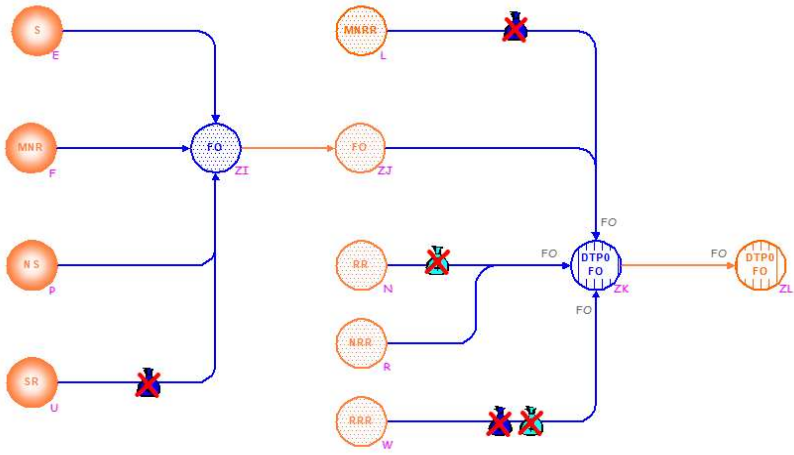


: Symbolizes that Elia will check if any startups, I's and D's ordered in Week W-1 were respected by the SA

The final Statuses are mentioned in the diagrams below with abbreviations starting with DTP or DTP0.
DTP : AV and Daily Schedule indicates that the Technical Unit is running – values are different from zero
DTP0 : AV and Daily Schedule indicates that the Technical Unit is not running – values are zero
DTP OK : AV and Daily Schedule indicates that the Technical Unit is running and OK
DTP ID : AV and Daily Schedule for a running or not running Technical Unit is corrected with I/D-bids
DTP0 FO : FO and Daily Schedule is set at zero

The letters in pink in the diagrams below indicate the chronological order of the steps.





Annex 3 : List of Production Plants at the same site

(for which personal-support may imply constraints for parallel operations during startup, shutdown or ramping-up or ramping down)

PP-Name	EAN-code PROBID

Annex 4: Contact persons

For ELIA:

1. Contractual Relations

2. Billing Contacts

2.1 Settlement

2.2 Invoicing & Payment

3 Real-time Operations

4 Off-line Operations

For the BRP:

1. Contractual Relations

2. Billing Contacts

Incoming Invoicing

Outgoing Invoicing

3. Real-time (24-hours)

4. Offline Operations

5. Analysis of Forced Outages

Annex 5: Start-up costs for Production Units

PU-Name	Type	C_L	EAN-code TOPAZ	SFprice-reference	FC [€]	Sstart [GJ]	SC [€]

During this Contract's procedures, these start-up costs per Technical Unit will always be used

Whenever a start-up is requested on a CCGT-type PP, the cheapest GT will always be taken first (if ever there would be a difference)

Type = Unit Type (+ Class) SC = Total startupcost = Sstart*SFprice + FC + CO2 cost

Sstart = Fuel-cost related startupcost FC = Fixed startupcost

SFprice (X) = StartFuel-price of Start Fuel 'X' which is determined in Annex 6 for (fuel A (FA), natural gas (NG), gas oil (GO), coal pulverised (CP))

for NG : 'W-1' reference is taken for starts during the "Ready-to-Run" procedure; 'D-1' reference is taken for starts during the "Nomination", "Intraday Nomination" & Exploitation procedures

Annex 6 : Fuel price references (SFprice [€/GJ])

Coal Pulverised (CP)

The Parties refer to the daily publication of Platts "Platts European power Daily", with the following reference: Coal CIF ARA - Month ahead (section Platts Cross-Fuel Comparisons). The "Platts European Power Daily" is published daily on weekdays. For any bids on a weekday, the Parties will use the Platts publication of that same day. If there are no publications on the given weekday, the Parties will use the last available Platts publication as reference for the day the bids are executed. Price are quoted in €/Mwhelec, using a standard efficiency of 34%. Prices must be increased by 0,25 €/GJ to take into account transportation costs. In addition, prices must include duties of 8.6 €/ton.

The lower bound of the calorific value is 25,121 GJ/ton.

For indicative purposes, the SA shall send (during the "Ready-to-Run", "Intraday Nomination" and "Nomination" procedures) I/D prices based on market-based assessment of the indicated reference.

Example for a bid that would be executed Monday 10 May (for illustrative purposes)

Date Publication Platts: 10 May (weekday so publication is available)

Coal (CIF ARA) Month Ahead = 3,02 c€/kWhelec

30,2€/MWhel x 0,34 = 10,27€/MWhth

10,27€/MWhth /3,6 = 2,85€/GJth

+ Transport costs = 0,25 €/GJ

+ Duties = (8,6 €/ton) / (25,121 GJ/ton) = 0,34 €/GJ

CP = 2,85 + 0,25 + 0,34 = 3,44 €/GJ

Natural Gas (NG)

W-1

The Parties refer to the daily publication in ESGM ("European Spot Gas Markets"). On Tuesday of week W-1 the publication Zeebrugge Hub (offer) is included, with the reference : WDNW (weekdays next week) - to be considered as strike price and to be augmented with a allowance of 0,4 pence/therm.

The sum of the components is regarded as the fuel price to be used in the framework of the "Ready-to-Run" procedure.

The price need to be augmented with 0,17 €/GJ to include transportation costs

The published reference is given in pence/therm. The conversion of therm towards GJ(i) is the following: GJs/therm = 0,1055056 and GJ(i)/GJs= 0,9035.

The conversion of £ toward € follows the exchange rate of Tuesday W-1 as published on the website of the Bank of England

<http://213.225.136.206/mfsd/iadb/Rates.asp?TD=15&TM=Dec&TY=2006&into=EUR&POINT.x=10&POINT.y=9>

Example (for illustrative purposes)

publication on Tuesday 13 July for the week starting with 19 July 17,7 pence/therm

allowance 0,4 pence/term

sum: 18,1 pence/term

exchange rate: 1,6447 €/£

18,1(1/0,1055056)*(1/0,9035)*(1,6447/100) = 3,123 €/GJ(i)*

For the week starting with 19 July the following fuel price will be used NG: 3,123 + 0,17 = 3,293 €/GJ(i)

D-1

The Parties refer to the daily publication of the Heren Zeebrugge Day-ahead index (<https://s3-eu-west-1.amazonaws.com/rbi-icis/wp-content/uploads/2015/10/ESGM-Methodology-1-October-2015.pdf>)

The published reference is expressed in pence/therm. The conversion of therm towards GJ(i) is the following: GJs/therm = 0,1055056 and GJ(i)/GJs= 0,9035.

The conversion of £ towards € follows the exchange rate as published every Tuesday in W-1 on the website of the Bank of England, for Wednesday of the following week

<http://213.225.136.206/mfsd/iadb/Rates.asp?TD=15&TM=Dec&TY=2006&into=EUR&POINT.x=10&POINT.y=9>

Every work day the Day Ahead Index is published for the work day D. (Zeebrugge Day-ahead index).

For each day defined as weekend by Heren Energy, the price published in ESGM Weekend index on the day preceeding the weekend is used.

"Weekend": Saturday and Sunday, sometimes complemented with public holidays extending the weekend (such as Bank Holidays and public holidays)

If Christmas and Boxing day (25 and 26 Decemner) en New Yearsday (1 January) fall in the middle of a week this is also considered as weekend.

The reference is increased with 0,17 €/GJ to take into account transportation costs, is the reference that is included in the invoices of Elia for requested bids.

The SA shall send for the procedures Ready-to-run and Nomination for indicative purposes Incremental and Decremental prices based on market-based assessment of the indicated reference

Fuel A (FA)

The Parties refer to the daily publication of Platts "Platts European Power Daily" with the following reference: FuelOil (NW Europe 1%) – Next Month (section Platts Cross Fuel Comparisons).

The "Platts European Power Daily" is daily published on week days. If a bid is executed on a week day the reference of that day is taken by the Parties.

If there is no publication that day, the Parties shall use the last available publication before the execution of the bids.

The price is given in EUR/MWhelec using a standard efficiency of 32%. The price needs to be augmented with 5 €/ton to include transportation costs.

Also duties of 15 €/ton and a trimesterial value of the APETRA-tax (<http://www.apetra.be/bijdrage/hogte-bijdrage.html>) are added.

The lower bound of the calorific value is 40,06 GJ/ton.

For indicative purposes, the SA shall send (during the "Ready-to-Run", "Intraday Nomination" and "Nomination" procedures) I/D prices based on market-based assessment of the indicated reference

Example for a bid that would be executed Monday 10 May (for illustrative purposes)

Date Publication Platts: 10 May

FuelOil (NW Europe) – June 1% = 10,20 c€/kWhelec

$102\text{€}/\text{MWhel} \times 0,32 = 33,55\text{€}/\text{MWhth}$

$33,55\text{€}/\text{MWhth} / 3,6 = 9,32\text{€}/\text{GJth}$

+ Transportation costs = $(5 \text{ €/ton}) / (40,06 \text{ GJ/ton}) = 0,12 \text{ €/GJ}$

+ Duties = $(15 \text{ €/ton}) / (40,06 \text{ GJ/ton}) = 0,37 \text{ €/GJ}$

+ APETRA-tax cat III = $(7,98 \text{ €/ton}) / (40,06 \text{ GJ/ton}) = 0,20 \text{ €/GJ}$

FA = $10,20 + 0,12 + 0,37 + 0,20 = 10,01 \text{ €/GJ}$

Gas Oil (GO)

The Parties refer to the daily publication of Platts "Platts European Power Daily" with the following reference: GasOil (NW 0,1% cargoes) – Spot (section Platts Cross Fuel Comparisons).

The "Platts European Power Daily" is daily published on week days. If a bid is executed on a week day the reference of that day is taken by the Parties.

If there is no publication that day, the Parties shall use the last available publication before the execution of the bids.

The price is given in EUR/MWhelec using a standard efficiency of 32%. The price needs to be augmented with 5 €/ton to include transportation costs.

Duties of 18,59 €/1000l and the trimesterial value APETRA-tax (<http://www.apetra.be/bijdrage/hogte-bijdrage.html>) need to be added.

The lower bound of the calorific value is 42 GJ/ton.

For indicative purposes, the SA shall send (during the "Ready-to-Run", "Intraday Nomination" and "Nomination" procedures) I/D prices based on market-based assessment of the indicated reference

Example for a bid that would be executed Monday 10 May (for illustrative purposes)

Date Publication Platts: 10 May

GasOil (NW 0,1% cargoes) – Spot = 14,15 c€/kWhelec

$141,5\text{€}/\text{MWhel} \times 0,32 = 48,26\text{€}/\text{MWhth}$

$48,26\text{€}/\text{MWhth} / 3,6 = 13,41\text{€}/\text{GJth}$

+ Transportation costs = $(5 \text{ €/1000l}) / 42 = 0,12 \text{ €/GJ}$

+ Duties = $(18,59 \text{ €/1000l}) / 42 = 0,44 \text{ €/GJ}$

+ APETRA-tax cat II = $(8,83 \text{ €/1000l}) / 42 = 0,21 \text{ €/GJ}$

GO = $13,41 + 0,12 + 0,44 + 0,21 = 14,18 \text{ €/GJ}$

CO2

The Parties refer to the daily publication of the Carbox on the European Energy Exchange. The price is expressed in €/EUA (equivalent to €/tonCO2)

The following conversion factor are of application :

for each kg of CO2 / GJth

Coal: 93

Fuel A: 69

Natural Ga: 51 0,1836

Gasoil: 72

W-1

Every Tuesday at 12h (noon) the settlement price below is used as reference for week W in the procedure Ready-to-Run: 'EEX EU Carbon Futures (Derivatives) Second Period European Carbon Futures', published on the website <http://www.eex.com/en/Market%20Data/Trading%20Data/Emission%20Rights/Emission%20Futures%20%7C%20Derivatives#EUA/>

D-1

Every day at 12h (noon) the spot price below is used as reference for day D+1 in the procedure Nomination: 'EEX EU Carbix', published on the website <http://www.eex.com/en/Market%20Data/Trading%20Data/Emission%20Rights/EU%20Emission%20Allowances%20%7C%20Spot/>

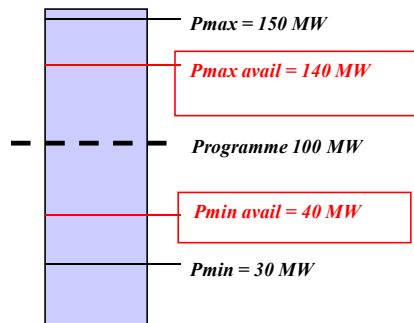
Annex 7: Implicit bidding

The SA does not send daily incremental and decremental bids every day alongside the Daily Schedule and the Bid Prices. This program must be derived from the Daily Schedule and Technical Data.

The maximum size of the I Bids is equal to the difference between Pmax Available and the program (modified by ELIA, as the case may be).

The maximum size of the D Bids is equal to the difference between the program (modified by ELIA, as the case may be) and Pmin Available.

Example:



If the maximum size of the I Bids (D Bids) cannot be reached because the corresponding quantity of power has already been used up by the SA for his own needs, then the SA will let ELIA know about this and keep it informed.

A distinction will be made by ELIA between units with the different flags below:

- § C: Coordinable
- § LC: Limited Coordinable
- § NC: Not Coordinable

as mentioned in Appendix 1A.

ELIA will make priority use of flag C. Units with flag LC will only be used if ELIA cannot find a reasonable alternative.

Units with flag NC will never be used by ELIA except in emergencies (consultation is required).

*Production estimate in Week W-1

Annex 8: Incrementals and Decrementals power settlement and correction of the BRP perimeter

The power [MW] used for the correction of the imbalance perimeter and the settlement of an I/D bid during quarter hour Q is equal to the power requested by ELIA during the considered quarter hour. The requested block of energy (grey rectangle in the example) is remunerated and corrected in the perimeter. If the activation starts during a given quarter hour, a pro-rata is applied to the requested volume in order to correct the perimeter.

Consequently:

- all differences between the realized volume and the requested volume are considered as imbalances for the BRP.
- the BRP is remunerated for the requested volume (grey rectangle in the example) x price for the applicable quarter hour (Ramping rates are not taken into account in the settlement of the activated energy)

The applied formula is the following:

$$IDCorrQ = \frac{d}{15} * IDQ$$

Where

- Q is the concerned quarter hour
- IDQ is the power activated by ELIA over quarter hour Q
- IDCorrQ is the power which will be used to correct the perimeter of the BRP over the concerned quarter hour
- d is the duration in minutes of the activation over the considered quarter hour (*)

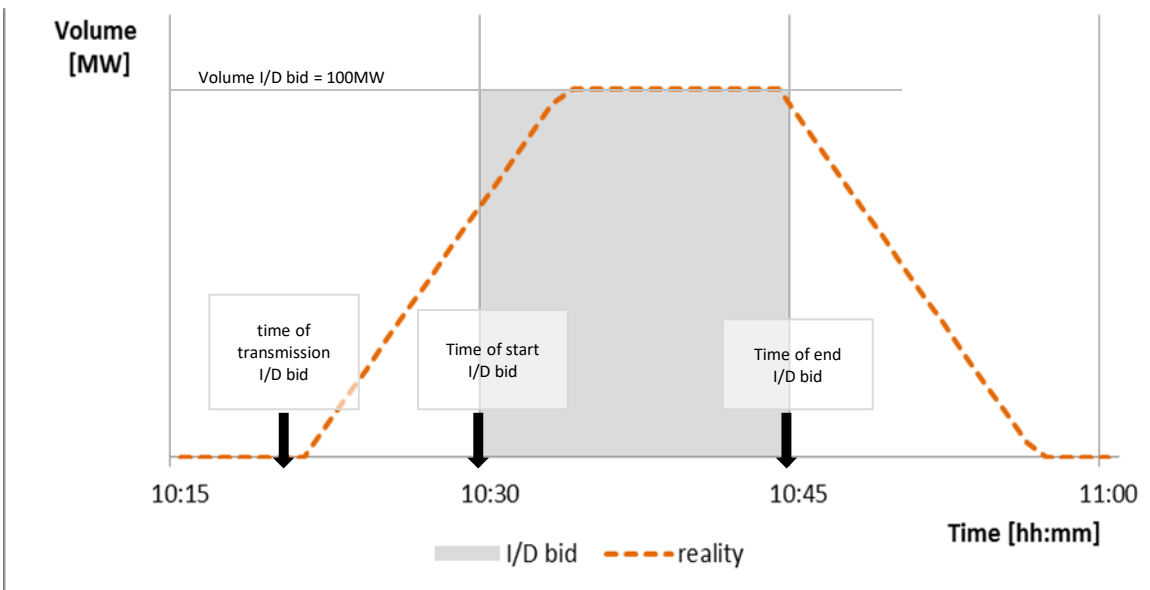
(*) this can be different from 15 in case of an activation for which the time of start does not coincide with the start of a quarter hour

Example

An I of 100 MW is requested at 10h20 and starts at 10h30 and ends at 10h45.

The Power Unit start the activation at 10h22

Ramping Rate of the Production Unit = 8 MW/min.



Time	I bid activated [MW]	Energy corrected in perimeter & Energy	Offered I price [€/MWh]	Remuneration activated energy	Real activated energy in the example	Impact imbalance perimeter
10:15 - 10:30	0	0	50,00	€ -	4,4	4,4MWh positive imbalance
10:30 - 10:45	100	25	60,00	€ 1.500,00	23,65	1,35MWh negative imbalance
10:45 - 11:00	0	0	70,00	€ -	10,42	10,42MWh positive imbalance

ANNEX 9 : Data exchange and IT-RULES

Introductory remark: this appendix with IT content is a general appendix.

1 Exchange requirements under the OPA & SA Contracts

The offline information exchange is done with the help of the TOPAZ application.
From Year Y-1 to Day D-1, the BRP sends increasingly comprehensive and detailed information.

Based on the list of Production Units (Annex 1A of the OPA Contract), the BRP sends the following information:

	Data Granularity	Sent by the OPA	Sent by the SA
a) In the "Revision" procedure:			
§ the "Prevision" ['Forecasting'] message, containing:			
- "BRP-status": the BRP status concerning the availability of the unit	Day	<input checked="" type="checkbox"/>	
b) In the "Stand-By" procedure:			
§ the "Prevision" ['Forecasting'] message, containing:			
- "BRP-status": the BRP status concerning the availability of the unit	Day	<input checked="" type="checkbox"/>	
- "Power": the production levels of the unit	Day		<input checked="" type="checkbox"/>
§ the "Technical Data" message, containing:			
- "Zone": the Electrical Zone of the Elia Grid to which the unit belongs	Week	<input checked="" type="checkbox"/>	
- "Unit Type": the type of production unit	Week	<input checked="" type="checkbox"/>	
- "Fuel Type": the type of fuel that the production unit uses under normal operation	Week	<input checked="" type="checkbox"/>	
- "Ramping Rate": the power-development speed of the unit, expressed in MW/min	Week	<input checked="" type="checkbox"/>	
- "Pmin Available"	Week	<input checked="" type="checkbox"/>	
- "Pmax Available"	Week	<input checked="" type="checkbox"/>	
c) In the "Ready-to-Run" procedure:			
§ the "Prevision" ['Forecasting'] message, containing:			
- "BRP-status": the BRP status concerning the availability of the unit	Hour	<input checked="" type="checkbox"/>	
- "Power": the production levels of the unit	Hour		<input checked="" type="checkbox"/>
§ the "Technical Data" message, containing:			
- "Zone": the Electrical Zone of the Elia Grid to which the unit belongs	Week	<input checked="" type="checkbox"/>	
- "Unit Type": the type of production unit	Week	<input checked="" type="checkbox"/>	
- "Fuel Type": the type of fuel that the production unit uses under normal operation	Week	<input checked="" type="checkbox"/>	
- "Ramping Rate": the power-development speed of the unit, expressed in MW/min	Week	<input checked="" type="checkbox"/>	
- "Pmin Available"	Week	<input checked="" type="checkbox"/>	
- "Pmax Available"	Week	<input checked="" type="checkbox"/>	
- "Start Fuel": the type of fuel that the production unit uses at start-up	Week	<input checked="" type="checkbox"/>	
- "S": the average output of the unit, expressed in GJ/MWh	Week	<input checked="" type="checkbox"/>	
§ the "Prices" message, containing:			

-	“Start Price W-1”: the start prices of the units for a particular fuel	Week	<input checked="" type="checkbox"/>
-	“I Bid W-1”: the up-adjustment prices offered for 1 MW of power	Week	<input checked="" type="checkbox"/>
-	“D Bid W-1”: the down-adjustment prices offered for 1 MW of power	Week	<input checked="" type="checkbox"/>
d) In the “Nomination” procedure:			
§	the “Prevision” [‘Forecasting’] message, containing:		
-	“BRP-status”: the BRP status concerning the availability of the unit	Day	<input checked="" type="checkbox"/>
-	“Power”: the production levels of the unit	Quarter Hour	<input checked="" type="checkbox"/>
§	the “Technical Data” message, containing:		
-	“Zone”: the Electrical Zone of the Elia Grid to which the unit belongs	Day	<input checked="" type="checkbox"/>
-	“Unit Type”: the type of production unit	Day	<input checked="" type="checkbox"/>
-	“Fuel Type”: the type of fuel that the production unit uses under normal operation	Day	<input checked="" type="checkbox"/>
-	“Ramping Rate”: the power-development speed of the unit, expressed in MW/min	Day	<input checked="" type="checkbox"/>
-	“Emergency Ramping Rate”: the power-development speed of the unit in case of emergency, expressed in MW/mi	Day	<input checked="" type="checkbox"/>
-	“PMinQh”: Pmin available per Qh	Quarter Hour	<input checked="" type="checkbox"/>
-	“PMaxQh”: Pmax available per Qh	Quarter Hour	<input checked="" type="checkbox"/>
-	“Start Fuel”: the type of fuel that the production unit uses at start-up	Day	<input checked="" type="checkbox"/>
-	“S”: the average output of the unit, expressed in GJ/MWh	Day	<input checked="" type="checkbox"/>
§	the “Prices” message, containing:		
-	“Start Price D-1 & D”: the start prices of the units for a particular fuel	Day	<input checked="" type="checkbox"/>
-	“I Bid D-1”: the up-adjustment prices offered for 1 MW of power in D-1	Day	<input checked="" type="checkbox"/>
-	“D Bid D-1”: the down-adjustment prices offered for 1 MW of power in D-1	Day	<input checked="" type="checkbox"/>
-	“I Bid D”: the up-adjustment prices offered for 1 MW of power in D-1	Quarter Hour	<input checked="" type="checkbox"/>
-	“D Bid D”: the down-adjustment prices offered for 1 MW of power in D-1	Quarter Hour	<input checked="" type="checkbox"/>
e) In the “Intraday Nomination” procedure:			
§	the “Prevision” [‘Forecasting’] message, containing per configuration:		
-	“BRP-status”: the BRP status concerning the availability of the unit	Quarter Hour	<input checked="" type="checkbox"/>
-	“Power”: the production levels of the unit	Quarter Hour	<input checked="" type="checkbox"/>
§	the “Technical Data” message, containing:		
-	“Zone”: the Electrical Zone of the Elia Grid to which the unit belongs	Day	<input checked="" type="checkbox"/>
-	“Unit Type”: the type of production unit	Day	<input checked="" type="checkbox"/>
-	“Configuration”: in the case of multi-axial units the BRP will indicate how the unit is operated	Quarter Hour	<input checked="" type="checkbox"/>
-	“Fuel Type”: the type of fuel that the production unit uses under normal operation	Day	<input checked="" type="checkbox"/>
-	“Ramping Rate”: the power-development speed of the unit, expressed in MW/min	Quarter Hour	<input checked="" type="checkbox"/>
-	“Emergency Ramping Rate”: the power-development speed of the unit in case of emergency, expressed in MW/mir	Day	<input checked="" type="checkbox"/>
-	“Pmin Available”	Quarter Hour	<input checked="" type="checkbox"/>
-	“PMinQh”: Pmin available per Qh	Quarter Hour	<input checked="" type="checkbox"/>
-	“Pmax Available”	Quarter Hour	<input checked="" type="checkbox"/>
-	“PMaxQh”: Pmax available per Qh	Quarter Hour	<input checked="" type="checkbox"/>
-	“Start Fuel”: the type of fuel that the production unit uses at start-up	Day	<input checked="" type="checkbox"/>
§	the “Prices” message, containing:		
-	“Start Price D”: the start prices of the units for a particular fuel	Day	<input checked="" type="checkbox"/>

-	“I Bid D”: the up-adjustment prices offered for 1 MW of power in D	Quarter Hour	<input checked="" type="checkbox"/>
-	“D Bid D”: the down-adjustment prices offered for 1 MW of power in D	Quarter Hour	<input checked="" type="checkbox"/>

Each BRP will from time to time exchange additional information about certain Technical Units via e-mail or by phone in case of specific or special decisions by ELIA; the BRP (in the case of a mistake) will correct the proposed data and return the corrections with the aid of the “Prevision” messages in the procedures within the periods of time set for sending them.

In the real-time communication phase, the Parties exchange information with the help of the ProBid application.

This process takes place on the basis of information resulting from the “Nomination” procedure in TOPAZ and, as the case may be, the “Intraday Nomination” procedure, as well as on the basis of intraday messages that the BRP exchanges with ELIA.

Based on the list of Production Units (Annex 1B), the CIPU contract stipulates, in relation to congestion management, that:

1. the BRP exchanges the message “SP Request” if there is a change of power in one of his production units;
2. ELIA answers the “SP Request” message BRP positively or negatively within five minutes of receiving it;
3. the BRP answers ELIA’s negative replies by sending a confirmation message;
4. in the case of congestion, ELIA proactively communicates every instruction it wants through the dispatcher;
5. the BRP answers ELIA’s “Congestion” instructions by sending a confirmation message.

The “Balancing Follow -up” in the ProBid application stipulates that:

1. in the case of managing the balance of the zone, ELIA proactively communicates every instruction it wants through the dispatcher;
2. the BRP will answer those questions from ELIA.

The BRP must also inform ELIA on day D by phone of the following:

- § any case of starting up and shutting down a production unit, in advance;
- § any technical obligation that might affect the Pmin and Pmax available of the production units;
- § any disturbance in a production unit, together with the back-up plan or the options for start-ups needed to rectify the loss of power;
- § any time a production unit becomes available again after a breakdown or revision [servicing], etc.

2 IT standards and SOLUTIONS for the CIPU contract

For the TOPAZ application, the current operating solution provides for:

- § Standard solution: exchange of Excel files via e-mail;

The specifications were described at coordination meetings as well as in the Word document entitled “TOPAZ_Explication des canevas Excel.doc” sent by ELIA;

- § Back-up solution: sending e-mail via re-routed mailboxes, fax.

In relation to a schedule that ELIA and the BRP concerned will approve subject to mutual consultation, the intention is to change over to the following solution:

- § Standard solution: exchange of XML messages on http(s).

The technical specifications will be announced as soon as they are available.

- § Back-up solution: exchange of Excel files via e-mail, sending e-mail via re-routed mailboxes, fax.

For the ProBid application, all exchanges relating to managing congestion and the Balancing Follow-up will be covered by the following application:

- § Standard solution:

Exchange of XML messages via http(s) on dedicated lines + phone connections.

To facilitate implementation of the exchanges, ELIA offers the BRP two model solutions with regard to XML integration:

1. “Personal ProBid” interactive solution:

This solution implies that ELIA installs a B2B application at the premises of the BRP that makes it possible to carry out business tasks and exchange appropriate XML messages with ELIA.

To install this application, the BRP must make a PC available that contains at least the technical configuration described by ELIA.

This 'Open-Source' application may be a temporary solution that enables the BRP to carry out his work obligations quickly and whereby he at the same time is given the time to analyse the XML 'B2B' solution and gradually include it in his own environment.

In relation to this solution, ELIA under no circumstances guarantees the availability of the server on which, or the environment in which, the application operates.

Nor does ELIA undertake to carry out any maintenance, except for any business updates to the application.

2. A 'B2B' solution that the BRP can immediately integrate into his own environment.

This solution requires the BRP to integrate the appropriate processing of the XML messages into his environment.

The technical specifications of the messages and the business requirements concerning congestion management were communicated via the document "ProbidB2B.pdf".

All the official documents with explanations about the requirements for exchange of correspondence with regard to the ProBid process are accessible via the website made available to the BRP (site only accessible via the official user names and passwords issued by ELIA).

Website for ProBid: <http://edi.elia.be/probidwebpublic/>

Back-up solution: Elcom or Tase2 connection between Scada (if possible) + dedicated phone lines (direct).

With regard to support for correspondence exchanges it is necessary, depending on the critical nature of the exchanges, to use dedicated lines in order to ensure that they take place in real time. With regard to reliability, the lines must be fully redundant between ELIA and the BRP

(two separate physical input/output points at ELIA's end, two separate physical exchange points and two separate physical input/output points at the BRP's end).

In general, ELIA has defined the technical responsibilities for each solution and the media described hereafter:

1. http(s):

Medium:

The dedicated physical media must be redundant between two separate physical points, at both ELIA's end and the BRP's end.

Responsibilities:

ELIA: ELIA is responsible for the quality and reliability of its system and for the availability of the physical medium and of the information up to the output servers in Linkebeek and Keizer (or Schaerbeek).

The BRP: the BRP is responsible for the installation and efficient functioning of the physical media between the two physical input/output points of his own network and the input and output points in Linkebeek and Keizer (or Schaerbeek).

2. E-mail:

Medium:

The physical media must be redundant between two separate physical points, at both ELIA's end and the BRP's end, either via the general Internet system or via RAS.

Responsibilities:

ELIA: ELIA is responsible for the quality and reliability of its system and for the availability of the physical medium and of the information up to the output servers in Linkebeek or Keizer.

The BRP: the BRP is responsible for the installation and efficient functioning of the physical media between the two physical input points of his own network and the output points in Linkebeek and Keizer.

3. Phone

Medium:

Classical phone line and dedicated line in case of need in real time.

Responsibilities:

ELIA: ELIA is responsible for the quality and reliability of its system and for the availability of the physical medium and of the information up to the output servers in Linkebeek or Keizer.

The BRP: The BRP is responsible for the installation and efficient functioning of the physical media between the two physical input points on his own network and the output points in Linkebeek and Keizer.

3 Responsibilities concerning exchanges and transactions with regard to the CIPU contract

The expected transaction responsibilities in case of problems with the standard solution are as follows:

For TOPAZ:

- § The BRP and ELIA: Notify and inform their respective contact partners about the problem.
- § ELIA: establish which back-up solution is applicable.
- § The BRP and ELIA: make every effort to install the back-up solution as quickly and efficiently as possible.

For ProBid:

- § The BRP and ELIA: notify their respective contact partners by phone to report the existence of a problem.
- § The BRP and ELIA: make every effort to install the back-up solution as quickly and efficiently as possible.
- § To ensure the installation of the entire process, including the management of congestion and of Balancing Follow-up, each BRP involved in the contract also undertakes to closely cooperate with ELIA for the purpose of adapting to the specifications described in relation to the ProBid and TOPAZ applications and abiding by those specifications.

Annex 10 : Appropriation Structure

Service auxiliaire	Imputation	Rémunération
CIPU Planning - Reservation	900034	CIPU-Reservation-Congestion
CIPU Planning - Start	900046	CIPU - Planning - Start
CIPU Planning - Activation	900042	CIPU-Planning-Incremental-Congestion
	900043	CIPU-Planning-Decremental-Congestion
CIPU Exploitation - Start	900052	CIPU Exploitation - Start
CIPU Exploitation - Activation	900048	CIPU-Exploit-Increm-Equilibre-prix pos
	900049	CIPU-Exploit-Decrem-Equilibre-prix pos
	907174	CIPU-Exploit-Increm-Equilibre-prix neg
	907175	CIPU-Exploit-Decrem-Equilibre-prix neg
CIPU Exploitation - Congestion	904700	CIPU-Expl-Congest-Increm-prix pos
	904701	CIPU-Expl-Congest-Decrem-prix pos
	907176	CIPU-Expl-Congest-Increm-prix neg
	907177	CIPU-Expl-Congest-Decrem-prix neg
CIPU - pénalités	907193	CIPU-Forced Outage-Récup

Annex 11 : Slow-starting Production Plants

PP-Name	EAN-code PROBID	Start time (min)