

Proposition of Contract for Restoration Services (hereafter referred to as the “Contract”)

10 March 2023

Version for Public Consulatation

Contract Reference [ContractReference]

between

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

hereinafter referred to as the “**[ServiceProvider]**”,

and

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

hereinafter referred to as “**Elia**”,

Elia and the **[ServiceProvider]** may also hereinafter be referred to individually as “the Party” and collectively as “the Parties”.

Whereas:

- Elia is responsible for the operation of the Belgian transmission system over which it has an ownership right or, at least, a right of use (hereinafter referred to as the “Elia Grid”);
- 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 Law”) and supervises the safety, reliability and efficiency of the Elia Grid;
- Elia must therefore ensure the provision of the requisite restoration services (the “Restoration Services” or the “Services”) in accordance with the relevant provisions of the European Regulations, such as the Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration (“E&R NC”) and the Belgian legislation;
- The RSP has expressed its willingness to become a Restoration Service Provider (“RSP”) according to the terms and conditions of this Contract for Restoration Services;
- The Parties understand that this Contract is not a contract granting access to the Elia Grid.
- This Contract defines the mutual rights and obligations of Elia and the Service Provider relating to the provision of the Services;
- This Contract contains the Terms and Conditions for Restoration Services as meant in Articles 4.2.b) and 4.4 of E&R NC;
- This Contract has been established according to Articles 4, §§1 and 5, and Article 228 of the CREG Code of Conduct of 20 October 2022.

The following has been agreed:

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OBJECT OF THE CONTRACT

Part I -

ART. I.1 SUBJECT MATTER AND SCOPE

- I.1.1 Without prejudice to the legal and regulatory framework, this agreement governs the mutual rights and obligations of the parties for the provision of restoration services by the Service Provider to Elia.
- I.1.2 The contract type for the Restoration Services (T&C RSP) contains the proposed terms and conditions applicable to Restoration Service Providers or RSPs pursuant to Article 4(2)b of the network code E&R.
- I.1.3 Pursuant to Article 4(4) of the network code E&R, the terms and conditions to act as Restoration Service Providers are set out on a contractual basis in this proposal, including definitions, general conditions, and specific conditions for the Black Start Service.
- I.1.4 Pursuant to Article 4(2) of the network code E&R, this proposal must be submitted to CREG for approval.
- I.1.5 Pursuant to Article 4(7) of the network code E&R, ELIA may request amendments to these T&C RSP.

ART. I.2 IMPLEMENTATION DATE

- I.2.1 These T&C RSP are valid for contracts between January 1st 2024 and December 31st 2026.

ART. I.3 LANGUAGE

- I.3.1 The reference languages for the T&C RSP are Dutch and French. The T&C RSP will be made available to affected market players in English for information and consultation purposes.

ART. I.4 GENERAL PROVISIONS

- I.4.1 In these T&C RSP, unless the context requires otherwise:
- I.4.1.1 *The singular indicates the plural and vice versa;*
- I.4.1.2 *References to one gender include all other genders;*
- I.4.1.3 *The table of contents, titles and headings in these T&C RSP are for convenience only and do not affect their interpretation;*
- I.4.1.4 *The word “including” and its variations are to be construed without limitation;*
- I.4.1.5 *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.*

GENERAL CONDITIONS

Part II -

SPECIFIC CONDITIONS FOR THE BLACK START SERVICE

Part III -

ART. III.1 DEFINITIONS

Balance Responsible Party or BRP	As defined in Article 2 (7) of the EU Commission regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing and recorded in the register of Balance Responsible Parties;
Black Start Service	As defined in art. 2 § 1 54° of the Federal Grid Code;
Black Start (BS) Restoration Facility	Restoration Facility capable of providing the Black Start Service;
Blackout State or “Blackout”	As defined in Article 3 (22) of the Commission regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation;
Blackout Procedure	List of actions to be completed by the operator of a PGM and which are designed to secure the PGM following a Blackout;
Code of Conduct	The Code of Conduct, established by CREG by decision (B) 2409 of October 20, 2022, and as amended from time to time, establishing conditions for connection and access to the Transmission Grid and methods for calculating or setting conditions for the provision of ancillary services and access to cross-border infrastructure, including the procedures for capacity allocation and congestion management;
Electrical Zones	As defined in Article 3 of the Rules for Coordination and Congestion Management established in accordance with the articles 8 (§1,5°) and 23 (§2, alinea 2, 36°) of the Electricity Law, article 59 (10) of the Electricity Directive, and article 122 of the Code of Conduct and available on the Elia website . Pending the approval of the aforementioned rules by the CREG, the Electrical Zones are the following: 380 kV, Hainaut East, Hainaut West, Langerbrugge East, Langerbrugge West, Ruien, Merksem, Stalen, Liège and Schaerbeek.
Elia Grid or Transmission Grid	The Transmission Grid as defined in Art. 2, 7° of the Electricity Law;
E&R NC	Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration;
Federal Grid Code	The Royal Decree of 22 april 2019, establishing a federal technical regulation for the management of and access to the Transmission Grid, as amended from time to time;

Island	Network or part of a network that is isolated and that works in Island Operation as defined in Art. 2 (43) of the commission regulation (EU) 2016/631 of 14 April 2016 establishing a network code on Requirements for grid connection of Generators hereinafter (“RfG”);
Limited Energy Reservoir Restoration Facility	A Restoration Facility that has a constrained energy production capacity and/or a constant primary energy source supply, such as batteries, hydro reservoirs or thermal units that don’t have a continuous fuel supply (i.e. incinerators);
Open Qualification Procedure	A qualification procedure in accordance with public procurement rules in which candidates for provision of the Service are screened based on criteria set by ELIA in a publication on ted.europe.eu ;
OPA Contract	The contract signed by Elia and the Outage Planning Agent, pursuant to Art. 4, §2, of the Code of Conduct;
OPA Contract Type	The contract type for the responsibility of the unavailability planning on the Transmission Grid, as meant in Article 3, §1,f) and Art.126 of the Code of Conduct;
Outage Planning Agent or “OPA”	As meant in Art. 124 of the Code of Conduct, and identified on the first page of the OPA Contract;
Power-Generating Module or “PGM”	As defined in article 2 (5) of the commission regulation (EU) 2016/631 of 14 April 2016 establishing a network code on requirements for grid connection of generators;
Procurement Procedures	Procedures for the procurement of restoration services for the period 2024-2026, approved by CREG pursuant to Article 8, §1/1, of the Electricity Law and published on Elia’s website” (Becoming a Restoration Service Provider (elia.be)).
Restoration Plan	As defined in art. 3 (5) of the E&R NC;
Restoration Service Provider or “RSP”	Legal entity, as defined in Art.3 (1) of the E&R NC, and with whom ELIA has concluded a contract to provide Restoration Services as referred in Art. 227 of the Code of Conduct;
Restoration Services	As defined in Art. 2, §1, 6), 52°, of the Code of Conduct, such as, but not limited to, the Black-Start Service;
Restoration Facility	Electricity generating facility, comprising one or more PGMs connected to the same connection point on the transmission system and capable of providing a certain Restoration Service;

Technical Unit(s)	A facility connected to the Elia Grid, to a Public Distribution Grid or to a CDS able to provide Restoration Services to Elia through an RSP;
Test Plan	A plan, approved by the Minister for Energy, identifying the equipment and capabilities relevant for the system defence plan and the Restoration Plan that have to be tested, as well as the periodicity and conditions for the tests, defined by Elia pursuant to article 43.2 of the E&R NC and available on Elia's website;
Start-up Time	Time elapsed between the moment Elia requests that the RSP activates a Restoration Facility until the time when that Restoration Facility has restored power to the busbar of Elia's substation and is ready to accept load.

ART. III.2 GENERAL PROVISIONS

- III.2.1 In application of Art. 227 § 1 of the Code of Conduct, the RSP is the Grid User of a certain BS Restoration Facility or another party designated by the Grid User as per template in Annex 6. The entry into force and validity of this Contract shall be predicated upon prior signature of the OPA Contract in addition to the requirements in II.4;
- III.2.2 If a temporary or definitive closure of the BS Restoration Facility is announced, the present Contract ends at the same day as the closure foreseen by the article 4bis of the Electricity Law. However, in case of temporary closure, Elia may request to only suspend the Contract temporarily in order for Elia to be able to reactivate the Contract after the end of the temporary closure of the BS Restoration Facility for the remaining term of this Contract if the BS Restoration Facility is necessary to ensure provision of the Service in a certain zone and this without prejudice of Art. III.2.3.
- III.2.3 If in addition, the BS Restoration Facility also participates to the Strategic Reserve, the present Contract ends not earlier than the last day of the Strategic Reserve Contract.;
- III.2.4 Should the RSP or the grid user change, the new parties assuming their respective roles also assume the obligations of their respective roles in this contract.
- III.2.5 Geographical distribution of BS Restoration Facilities
- The target geographical distribution of the Black Start Service zones in Belgium is described in Annex 5.

ART. III.3 CONDITIONS FOR BS RESTORATION FACILITIES

- III.3.1 The RSP complies with the conditions set forth in the Procurement Procedures during the entire contract duration.
- III.3.2 Aggregation rules
- If several PGMs and/or items of equipment composing a BS Restoration Facility and connected to the same connection point are needed in order to meet the obligations described in Art. III.3.3, they should be able to work together in such a way that they operate in a similar way to a single PGM on the high-voltage grid.
- Moreover, these PGMs composing the same BS Restoration Facility must distribute their contribution in such a way as to maximise the dynamic stability margin.
- III.3.3 The RSP shall put at Elia's disposal BS Restoration Facilities that meet the following conditions:
- 1) Able to restore sufficiently stable power to sections of the transmission system, provide power to the auxiliary equipment at other BS Restoration Facilities and also accept loads;
 - 2) Equipped with an automatic system whereby each of the PGMs at the BS Restoration Facility guarantees a stable and coordinated contribution to the service;
 - 3) Respect the specifications for regulating voltage and reactive power production in the Federal Grid Code for each of the site's PGMs;
 - 4) Capable of absorbing at least 30 Mvar at the connection point and able to handle the connection of elements of the grid that generate up to 30 Mvar under steady state operating conditions;

- 5) Capable of instantly accepting an offtake of at least 10 MW (with a $\cos \phi \geq 0.8$ inductive) and with a maximum active power volume (with a $\cos \phi \geq 0.8$ inductive), as stipulated in Annex 4 :
- without the frequency of the Island deviating from the 49-51 Hz range, even temporarily. This condition is without prejudice to the connexion requirements regarding frequency deviations described in the applicable legislation and/or the connexion contract of the unit;
 - without the voltage at the connection point being lower than the shaded operating range in Figure 1, even temporarily;
 - able to cover the temporary currents and voltages at the connection point arising from the restoration of power to the elements mentioned above.

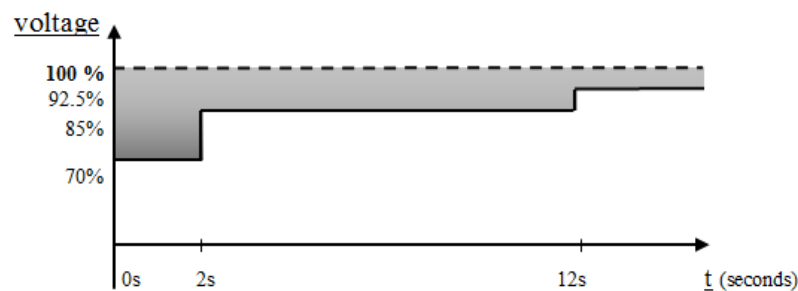


Figure 1: Minimum voltage operating range in black-start conditions

- 6) Able to provide the Black Start Service at least three times during the application of the Restoration Plan in order to cover a potential collapse of the Island during the grid restoration phase or the start-up of the BS Restoration Facility;
- 7) Each of the PGMs composing the BS Restoration Facility should be equipped with a speed regulator that can control the frequency.
- It must be possible to use the power control mode and the frequency control mode without there being an insensitive zone in respect of the frequency measured. It must be possible for the frequency set-point under steady state operating conditions to be controlled within the aforementioned range;
 - The power/frequency control mode can work with a droop that can be adjusted between 2 and 12 %. The dead band (frequency insensitive zone) can be set between 10 to 200 mHz.
- 8) Able to shift to operational mode using one or another of the speed regulator operating modes, as defined above;
- 9) Equipped with a synchroscope, the operation of which it must be possible to bypass during paralleling;
- 10) Equipped with a single interface with Elia so that the presence of one or more PGMs composing the BS Restoration Facility is clear to Elia;

- III.3.4 For each of its BS Restoration Facilities, the RSP shall provide a detailed description of the behaviour under steady state and transitional operating conditions. This description shall include at least the information contained in the data collection questionnaire¹ completed during the Procurement Procedure for the Black Start Service and shall be kept up-to-date by the RSP at its own initiative. Elia shall be entitled to require the RSP to provide the latest up-to-date version at all times during the term of this Contract.
- III.3.5 The RSP shall conduct simulations prior to entry into force of this Contract. These simulations shall be used to validate the compliance of each of the PGMs of its BS Restoration Facilities with the technical requirements in the Federal Grid Code (Compliance with the Federal Grid Code: Stability Study) and the E&R NC as well as the compliance of each of the BS Restoration Facilities with the requirements stipulated in Art. III.3. The RSP shall submit to Elia a report containing the results and conclusions of the simulations conducted.

ART. III.4 PROVISION OF THE BLACK START SERVICE

- III.4.1 Between the time when Elia requests the start-up of a BS Restoration Facility and the time when the installation is available to accept load, this Start-up Time must be equal to or less than (as stipulated in Annex 4) :
- 1.5 hours for a BS Restoration Facility that was operating at the time of the Blackout;
 - 3 hours for a BS Restoration Facility that was in shutdown mode at that time.

Once the voltage has been restored (on the high voltage side of the step-up transformer), the BS Restoration Facility must be able to operate for at least the subsequent 24 hours² whilst being subject to offtake fluctuations, as defined above (fluctuations of at least 10 MW, up to a maximum stipulated in Annex 4).

- III.4.2 Elia shall stipulate the start-up procedures for the BS Restoration Facilities after consulting with the RSP. These procedures are part of the Restoration Plan.
- III.4.3 As per Art. III.4.5 and Art. III.4.6 the RSP shall not be obliged to ensure that the BS Restoration Facilities remain available during maintenance work in the event of unforeseen incidents or events causing the outage of the BS Restoration Facility, about which the RSP shall notify Elia immediately. In such cases, a price reduction (reimbursement of the remuneration), as defined in Article III.8.2, shall be applied.
- III.4.4 For a RSP that holds three or more BS Restoration Facilities participating in the service, the RSP must ensure with the Grid User or with the Outage Planning Agent that only one out of three BS Restoration Facilities (figure rounded up to the next unit) has a planned outage at any one time.

Moreover, Elia shall be entitled to postpone the planned outage of a BS Restoration Facility according to the modalities of the OPA Contract in order to prevent an excessive share of Elia's BS Restoration Facilities being unavailable at the same time.

¹ Document available on the Elia website ([Becoming a Restoration Service Provider \(elia.be\)](https://www.elia.be/en/being-a-restoration-service-provider))

² This obligation is related to the technical ability of the BS Restoration Facility to operate for at least the subsequent 24 hours after start-up and not to the energy limit of the BS Restoration Facility. For Limited Energy Reservoir BS Restoration Facilities, Elia will take into account the energy content as defined in Art.III.4.7 during the restoration of the grid.

III.4.5 In the occurrence of any outage or any other event impacting the BS Restoration Facility's ability to deliver the Service (such as for example an outage of an auxiliary production unit, notwithstanding outages mentioned in Art. III.4.4), the RSP shall immediately notify Elia by email addressed to Elia's real-time operations contact person as per Annex 2. The communication shall pertain information on the BS Restoration Facility's availability to deliver the Service and the estimated duration of the unavailability.

Once the BS Restoration Facility becomes available again the RSP shall equally inform Elia in the same way.

The days of non-availability of the Service under this Article shall also be considered for the calculation of penalties as per Art. III.8.2.

III.4.6 The BS Restoration Facility is considered as available to supply the Black-Start Service according to the following rule:

The outage of a PGM of a BS Restoration Facility shall be defined on the basis of 'PU' and 'FO' statuses³ on day D-1 and possible updates in intraday as described in Art. III.4.5, as specified within the framework of the OPA Contract Type, and taking into account specifications regarding the minimal configuration (i.e. number of PGMs available) for the considered BS Restoration Facility to provide Black-Start Service as described in the restoration scenario drawn by Elia and specified in Annex 1.

On day D, the RSP's remuneration will be reduced proportionally to the number of quarter-hours for which the BS Restoration Facility has been unavailable. If the BS Restoration Facility is available for less than 48 quarter hours in a day, the BS Restoration Facility is considered as unavailable for the whole day.

If the OPA procedures no longer apply to the PGMs of the BS Restoration Facility (e.g. during the summer period if the BS Restoration Facility is part of the Strategic Reserve), Elia shall determine, together with the RSP, an alternative method that allows for this information to be recovered in a manner that is similar to that described in the OPA procedures.

Elia shall assess the annual availability of the PGMs of the BS Restoration Facility for each year of this Contract based on the definition of an outage stipulated in the present Article. The applicable penalty system is described in Art. III.8.2.

III.4.7 For each BS Restoration Facility, the RSP must prove to Elia that it disposes at all times of sufficient primary energy resources to be able to deliver the Service in case of Blackout :

- For BS Restoration Facilities that are not characterized as Limited Energy Reservoir BS Restoration Facilities, the RSP must provide Elia with proof that the site has guarantees regarding the fuel supply allowing a full-load operation during a Blackout and restoration state⁴;
- For BS Restoration Facilities that are characterized as Limited Energy Reservoir BS Restoration Facilities, Elia and the RSP must determine together a requirement of minimum energy content or minimum fuel stock to be available at all times and to be used to operate during a Blackout and restoration state. This requirement must be agreed explicitly and be notified in Annex 4. This minimum energy content is defined according to the role of the BS Restoration Facility in the Restoration Plan and the specific technical characteristics of the BS Restoration Facility, such as, but not limited to:
 - The **MW capability** of the BS Restoration Facility

³ The term "PU" may be replaced in a future revised OPA Contract Type by "unavailable" and will then have to be understood accordingly.

⁴ For gas-fired BS Restoration Facilities, an attestation from the gas system operator stating that a connection contract guaranteeing the pressure and the capacity to allow a full load operation during Blackout and restoration state has been signed is considered as sufficient proof.

- The **distance between the BS Restoration Facility and the power plant** that needs to be re-energized in the Restoration Plan considering
 - The necessary power to re-energize the auxiliaries of the target power plant
 - The losses on the network elements
 - The minimum time necessary for the start-up of the to be re-energized power plant
 - The obligation to be able to start three times during the application of the Restoration Plan as provided in Art III.3.3
- The **type of restoration** (zonal/380kV or for an adjacent zone)

ART. III.5 EXCHANGE OF DATA RELATING TO THE PERFORMANCE OF THE CONTRACT FOR RESTORATION SERVICES

III.5.1 The exchange of data between the Parties relating to the performance of the Contract shall take place via real-time communication and/or via offline communication, as described below.

Real-time communication

III.5.2 Real-time communication shall take the form of electronic messaging in accordance with the specifications established by Elia.

III.5.3 The RSP shall ensure that Elia is informed in real time of all outages of the BS Restoration Facilities, as well as of the end of the outage period.

III.5.4 Elia must be able to contact the RSP at all times in order to request the start-up of a BS Restoration Facility. This requires a voice-based communication channel (point to point) with a standalone capacity of at least 24 hours (without the need for an external energy source), which must be operational in the event of a Blackout, providing a link between the control room of each BS Restoration Facility and Elia's dispatching centre (a regional dispatching centre for voltage levels below 380 kV and the national dispatching centre for the voltage level 380 kV).

III.5.5 In the event of a Blackout, Elia shall notify the RSP if it plans to make use of the RSP's BS Restoration Facility(ies). In such cases, Elia shall pass on its instructions to the RSP. Elia shall guide the restoration instructions.

Offline communication

- III.5.6 Any offline communications shall be made or confirmed via electronic messaging. The same shall apply to all data exchanged using the formats and software stipulated by Elia.
- III.5.7 The RSP shall ensure that Elia is notified about scheduled outages of the BS Restoration Facilities within the framework of the OPA Contract as well as of the end of the outage period.

ART. III.6 COMPLIANCE TESTING OF THE BS RESTORATION FACILITIES

- III.6.1 Elia shall be entitled to check the efficiency and operation of the BS Restoration Facilities using tests in accordance to the Test Plan that is published at Elia's website⁵.

ART. III.7 REMUNERATION

- III.7.1 The price for providing the Service by the BS Restoration Facilities included in this Contract, is defined in Annex 1 and is applied *pro rata temporis* for the duration of the Contract.

Remuneration reduction rules are outlined in Art. III.9.

The agreed price shall cover the availability of the Black Start Service, which implies the availability of the BS Restoration Facility and the technical and operational capacity to provide the Black Start Service (including, in particular, the maintenance of the installations, maintenance of the procedures, staff training, as well as the RSP's internal tests and those requested by Elia and succeeded, but under no circumstances the consequences of a failed test as foreseen under Articles III.8.5 and III.8.6

In case a minimum energy content needs to be reserved to provide the Black Start Service pursuant Art. III.4.7, the opportunity losses of not being able to participate to markets or other ancillary services due to the contractual obligations in this Contract are to be included in Annex 1 and expressed as a fixed cost per day, or as a formula with the resulting price(s) being expressed in euro per day.

- III.7.2 Without prejudice to Article III.7.1, ELIA shall remunerate the Service Provider for any successful test conducted officially by ELIA except for the test limited to the Black Start inspection test. The remuneration per test shall be defined in Annex 1. In the case of a test that is limited to a Black Start inspection test, no ad-hoc remuneration is foreseen.

If a test, as foreseen under the Test Plan, fails and this failure cannot be attributed to a problem relating to the Elia Grid, the BS Restoration Facility shall be deemed to no longer be on the list of Generating Sites providing the Black Start Service. Remuneration shall be suspended, as foreseen in Art. III.8.5, and shall only resume once it has been proven, via a fresh conclusive test paid for by the RSP, that the BS Restoration Facility can provide the Black Start Service. A price reduction shall also be granted in accordance with Article III.8.6.

- III.7.3 The remuneration rules for a Black Start test, as described in Art. III.7.2, shall not apply for initial tests for new BS Restoration Facilities providing the Service as described in the Test Plan.

In this specific case, if a BS Restoration Facility fails two tests in a row and these failures cannot be attributed to a problem relating to the transmission system, the RSP shall be obliged to reimburse all remuneration paid by Elia since the date this Contract entered into force.

The Contract shall only take effect again once it has been proven, via a conclusive test conducted at the RSP's expense, that the BS Restoration Facility is able to provide the Black Start Service.

⁵ [Becoming a Restoration Service Provider \(elia.be\)](https://www.elia.be)

ART. III.8 PENALTIES FOR NON-PERFORMANCE OF THE CONTRACT FOR RESTORATION SERVICES

III.8.1 A price reduction shall apply when a BS Restoration Facility is affected by a full or partial outage, as defined in Art. III.4.5. The price reduction is proportional to the number of quarter-hours for which the BS Restoration Facility has been unavailable as defined in Art III.4.6 and equal to the sum of the operational and opportunity costs indicated in Annex 1.

If several PGMs grouped together at the BS Restoration Facility and connected to the same connection point are needed to meet one of the obligations described in Art. III.3, the price reduction for a one-day outage of one of these PGMs shall amount to the daily remuneration for the whole BS Restoration Facility.

In the case of a Limited Energy Reservoir BS Restoration Facility, a price reduction equal to the daily remuneration as indicated in Annex 1 shall apply if, for at least one quarter hour of the day, the minimal primary energy volume or fuel stock agreed in Annex 4 is not respected, provided the BS Restoration Facility is available as foreseen in Art.III.4.5.

III.8.2 In addition to the remuneration reduction outlined in Art.III.8.1, the following penalty system shall apply in the event of an excessively long outage (evaluated over a period of one year) of a PGM located at the BS Restoration Facility:

Annual availability of the BS Restoration Facility	Penalty applied
Between 255 and 325 days	One month's remuneration
Between 146 and 254 days	Two months' remuneration
Less than 145 days	Three months' remuneration

If the Contract is concluded for less than one year, annual availability shall be calculated *prorata temporis*.

III.8.3 The sum of penalties provided in articles III.8.1 and III.8.2 is subject to an annual cap, without prejudice of the responsibility of the RSP for not respecting his obligations in accordance with Article I.6 of the General Conditions.

This cap is equal to the annual remuneration (i.e. number of days per year multiplied by daily remuneration) received by the RSP for the concerned BS Restoration Facility (*prorata temporis* for the duration of the Contract) and specified in Article III.7.1.

- III.8.4 At the latest three months after the end of the year, Elia shall audit the availability of the BS Restoration Facilities in accordance with Art.III.8.2 and shall consequently apply the price reductions to the next monthly invoice.
- III.8.5 If a Black Start test report indicates, in accordance with the Test Plan, that the test failed or the RSP did not correctly observe the test specifications and, providing that Elia cannot attribute this to the transmission system, payment of the remuneration for the availability of the relevant BS Restoration Facility shall be suspended by Elia as of and including the day of the failed test and until the RSP successfully achieves the test. The cost of any new test within this framework shall be borne in full by the RSP.
- III.8.6 If a Black Start test report indicates, in accordance with the Test Plan, that the test failed or the RSP did not correctly observe the test specifications and, providing that Elia cannot attribute this to the transmission system, a price reduction equal to one (1) month's remuneration shall be payable by the RSP to Elia without prejudice to Art.III.8.5.
- III.8.7 The price payable by Elia shall be reduced by the cost of the price reductions determined in accordance with Articles III.7.2, III.8.1, III.8.2, III.8.5 and III.8.6, subject to any liability on the part of the RSP for failure to meet its obligations in accordance with Article I.6 of the General Conditions.

ART. III.9 INDEXATION OF THE REMUNERATION FOR THE BLACK START SERVICE

For year Y, the new unit price (€ / day) shall be calculated as follows:

$$P(Y) = P(Y - 1) * \frac{NI}{BI}$$

Where:

- P (Y) = the unit price for year i
- Y = year for which the new price is determined
- Y-1 = the previous year
- NI = new index, equal to the average monthly consumer price index published on <http://statbel.fgov.be/nl/statistieken/cijfers/economie/consumptieprijzen/> (in Dutch) for the last known 12 (twelve) months at the moment of the calculation of the index (which is performed on the month before delivery period).
- BI = base index, equal to the average monthly consumer price index published on <http://statbel.fgov.be/nl/statistieken/cijfers/economie/consumptieprijzen/> (in Dutch) for the last known 12 (twelve) months preceding the NI period.

The indexation only applies starting from the second contract year and is exclusive to the operational and test costs as mentioned in Annex 1.

ART. III.10 INVOICING AND PAYMENTS FOR THE BLACK START SERVICE

- III.10.1 Without prejudice to Article I.5, by the fifteenth (15th) of each calendar month M, the RSP shall send Elia a draft report on the provision of the Black Start Service during the previous month (M-1). This report shall include the following data:
- Outages at the BS Restoration Facility during the previous month (M-1) and a proposed price reduction based on these outages.

- The results of any tests pursuant to Art. III.6.

By the twentieth (20th) of each calendar month, Elia shall send the RSP its agreement with this report or any comments relating thereto, as well as the calculation of the price reductions for the previous month (M-1) in accordance with the provisions of Articles III.8.1, III.8.2, III.8.5 and III.8.6, including the calculation method and all the data underpinning this calculation. If the RSP challenges the invoiced price reductions, the RSP shall notify Elia without delay. The parties shall then strive to reach an amicable settlement. Failing this, the dispute resolution procedure stipulated in Article I.13 of the General Conditions shall apply.

- III.10.2 By the twenty-fifth (25th) of each calendar month M, the RSP shall send Elia its monthly invoice, which shall include in addition to the elements mentioned in Art. I.5.1:
- a. the remuneration, pursuant to Article III.7.1, for the service to be provided in the following month M+1;
 - b. the remuneration reductions for the month M-1 as calculated by Elia pursuant to Art. III.8, in accordance with Art. III.10.1;
 - c. the remuneration of the tests in accordance with Art III.7.2.
 - d. any other amount payable under the terms of this Contract;

The appropriation structure to be used by the RSP is outlined in Annex 3.

ART. III.11 CONTRACT DURATION

The Parties agree that this Contract is valid from its entry into force from dd/mm/yyyy until dd/mm/yyyy without prejudice to Art III.2.1 to Art. III.2.4.

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:

[•]

[•]

[•]

[•]

Date:

Date:

RSP, represented by:

[•]

[•]

[•]

[•]

Date:

Date:

ANNEX 1. BLACK START PGMS:

BS RESTORATION FACILITY **XXX** (LOT X: S/TART DATE – END DATE) COMPRISES PGMS A, B, C

A. TOTAL:

	Price
Capital costs (€)	
Operational costs (€/day)	
Opportunity costs (€/day)	
Test costs (€/test)	

B. Availability Criteria

XXX

ANNEX 2. CONTACT PERSONS

FOR ELIA:

1 Contract monitoring

[•]

Boulevard de l'Empereur 20

1000 Bruxelles

Tel.: +32 (0)2 546 7443

Fax: +32 (0)2 546 7840

Email: [•]

2 Invoicing and payments

Settlement

[•]

Boulevard de l'Empereur 20

1000 Brussels

Tel.: +32 (0)2 546 7062

Email: system.services@elia.be

Invoicing and payments

ELIA TRANSMISSION BELGIUM NV

[•]

Boulevard de l'Empereur 20

1000 Brussels

3 Real-time operations

National dispatching (Operations)

Chaussée de Vilvoorde 126

B-1000 Brussels

Tel.: +32 (0)2 382 2383

Fax: +32 (0)2 382 2139

Email: dispatching@elia.be

<p>Northern regional dispatching office (Noord)</p> <p>Southern regional dispatching office (Zuid)</p>
<p>4 Non real-time operations</p> <p>National dispatching (Duty)</p> <p>Chaussée de Vilvoorde 126</p> <p>B-1000 Brussels</p> <p>Tel.: +32 (0)2 382 2308</p> <p>Fax: +32 (0)2 382 2139</p> <p>Email: dispatching@elia.be</p>
<p>5 Analysis and preparation of tests</p> <p>[•]</p> <p>Vilvoordselaan, 126</p> <p>1000 Brussels</p> <p>Tel.: +32 (0)2 240 53 69</p> <p>Email: [•]</p>

FOR THE RSP:

<p>1 Contract monitoring</p>
<p>2 Invoicing and payments</p> <p>2.1 Settlement</p> <p>2.2 Invoicing and payments</p>
<p>3 Real time (24h/24h)</p>
<p>4 Non real-time operations</p>

ANNEX 3. APPROPRIATION STRUCTURE

Auxiliary service	Remuneration	Booking reference
Black Start	Base price	900101
	Reduction for outages	900102

ANNEX 4. TECHNICAL CHARACTERISTICS OF THE BLACK START PGMS

This Annex consists of the completed data collection questionnaire which can be can be downloaded on ELIA website ([Becoming a Restoration Service Provider \(elia.be\)](https://www.elia.be)) or requested by Email pursuant to Annex 2.

ANNEX 5. GEOGRAPHIC DISTRIBUTION OF BS RESTORATION FACILITIES FOR THE BLACK START SERVICE

The 5 (five) Black Start Service zones are constituted as follows:

- 1 (one): the 380 kV part of the ELIA Grid. Any BS Restoration Facility (proposal) who is connected directly to the 380kV part of the ELIA Grid is considered connected to the 380kV Black Start Service Zone.
- 4 (four) regional zones defined for the Black Start Service correspond to the aggregation of Electrical Zones (situation of 01/09/2022)⁶ as described below:
 - North-West = Langerbrugge East, Langerbrugge West and Ruien;
 - North-East = Merksem and Stalen;
 - South-West = Hainaut East, Hainaut West and Schaerbeek/Brussels;
 - South-East = Liège;

⁶ The Electrical Zones are subject to change according to the rules defined in the Rules for Coordination and Congestion Management. The situation of 01/09/2022 is taken as a reference and will be used for the duration of the Black Start Service contractual period. Changes to the Electrical Zones do not impact the Black Start contract.

ANNEX 6. LETTER TEMPLATE FOR THE DESIGNATION BY GRID USER OF A RSP

ELIA Transmission Belgium NV

To the attention of [●]

Keizerslaan 20

B-1000 Brussel

Date: dd/mm/yyyy

Subject: Designation by Grid User of a RSP

	Grid User	RSP
<i>Name</i>		
<i>Address</i>		

[Grid User] declares that:

1. He designates [RSP] located at [ADDRESS] to conclude a Contract for Restoration Services with Elia for the delivery period of DD/MM/20XX⁷ to 31/12/20XX.
2. The access point (s) related to the Black Start Restoration Facilities of the Grid User are covered by a valid BRP contract signed by the BRP and the Technical Unit(s) are covered by a valid OPA Contract signed by the OPA
3. The Grid User shall ensure the proper transmission to the different parties referred to the previous point of the relevant information regarding the participation of the BS Restoration Facility to the Service as well as the relevant information relative to the production/unavailability plans of the BS Restoration Facility required by each of those parties to fulfil its obligations.
4. He is aware of the content of the concerned contract to be concluded by Elia and [RSP]
5. He will not take other commitments with respect to the delivery of Restoration Services.
6. He is aware of the obligation as meant in article 227 §2 of the Code of Conduct

[Grid User] recognizes and agrees that the contract between Elia Transmission Belgium and [RSP] for Restoration Services is without prejudice to its rights and obligations regarding the BRP and OPA Contracts.

The Technical Units covered by this agreement are the following:

Technical Unit	EAN

⁷ Date of the effective transfer of the Contract

--	--

[Grid User] and [RSP] recognize that Elia is not accountable for:

1. A disagreement between [Grid User] and [RSP] regarding the production of energy and the delivery of Restoration Services.
2. A disagreement between [Grid User], [OPA Contract Holder], [BRP] and/or [RSP] related to penalties, as provided in the contract for Restoration Services, and resulting from a faulty information provided by [Grid User].

[RSP] declares that he will inform [Grid User] in case of any modification regarding the delivery of the above mentioned service.

The present agreement between the Elia Grid User and the RSP is terminated in case the Elia Grid User notifies the RSP and Elia either of the designation by him of a new third party as RSP for the above mentioned Black Start Restoration Facility(ies) for the remaining term of the delivering period and upon signature by this new third party of a contract regarding the delivery of the Service with Elia, or of his willingness to act as the RSP himself for the above mentioned Black Start Restoration Facility(ies) for the remaining term of the delivering period. In the latter case the Elia Grid User recognizes and agrees to take over the rights and obligations of the contract regarding the delivery of the Service from the RSP.

If a change of grid user occurs, this agreement between [Grid User] and [RSP] is no longer valid and [Grid User] ensures that the new grid user takes over the agreement under same terms and conditions.

[Grid User] with enterprise number [NUM], represented by:

Name:

Name:

Function:

Function

Date: dd/mm/yyyy

Date: dd/mm/yyyy

[RSP] with enterprise number [NUM], represented by:

Name:

Name:

Function:

Function

Date: dd/mm/yyyy

Date: dd/mm/yyyy

For receipt:

Elia Transmission Belgium NV (Elia), represented by:



Name:

Function:

Date: dd/mm/yyyy

Name:

Function:

Date: dd/mm/yyyy