General Framework for Tertiary Control by Non-CIPU Technical Units
2016 – 2018

Update November 2018

Between

ELIA SYSTEM OPERATOR N.V., a company established under Belgian law with head office at Keizerslaan 20, B-1000 Brussels, company registration number 476.388.378, and represented by **Patrick de Leener** and **Chris Peeters**, authorised signatories;

Hereinafter referred to as “ELIA”

and

Company name	
Company Registration Number	
Address Head Office	
V.A.T. Number	
Represented by	
Contract Reference	

Hereinafter referred to as the “BSP”,

ELIA and the BSP are referred to as "The Parties"

Disclaimer: This version of the General Framework for Tertiary Control Service by Non-CIPU Technical Units replaces the previous version of the General Framework for Tertiary Control Service by Non-CIPU Technical Units valid between 01/12/2017 and 31/10/2018 between the Parties (Hereinafter referred to as “Initial General Framework R3”).

All auctions organized as from 01/11/2018 and the resulting contracted volumes are subject to this General Framework R3 Non-CIPU. All R3 Power Contracted before 01/11/2017 is still subject to the Initial General Framework R3.

BSPs who did not have an initial General Framework R3 with ELIA, have to sign this version only as it replaces the initial version.

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WHEREAS:

ELIA is responsible for the operation of the Belgian ELIA grid over which it has a property right or at least a user right (hereinafter, the 'ELIA Grid');

ELIA has been appointed as transmission system operator, in accordance with the law of 29 April 1999 concerning the liberalisation of the electricity market and supervises the safety, reliability and efficiency of the Transmission Grid;

ELIA must therefore ensure the provision of the requisite ancillary services – in particular, the Tertiary Control – in accordance with Art. 249 and seq of the Grid Code;

In this context ELIA purchases a quantity of Tertiary Control by non-CIPU Technical Units, needed to guarantee the safety, the reliability, and the efficiency of the transmission grid proposed by ELIA and validated by CREG cfr Art. 233 of the Federal Grid Code. At the moment of the signature of the General Framework, Tertiary Control by non-CIPU Technical Units can be provided in the form of the following Service Types:

- Standard Tertiary Control
- Flex Tertiary Control

Since January 2017, both CIPU and non-CIPU Technical Units can provide these services. The present General Framework only applies to Tertiary Control delivered by non-CIPU Technical Units;

The BSP has the requisite Delivery Points / has an agreement with one or more Grid User(s) who have the required Delivery Point(s) to provide Tertiary Control Power for ELIA, in accordance with Art. 249 et seq. of the Federal Grid Code.

As of December 2018, the Transfer of Energy is applicable for the Tertiary Control by non-CIPU Technical Units in accordance with the last valid version of the Rules for the Organization of the Transfer of Energy (ToE Rules) as approved by the CREG.

The present General Framework for the Service lays down the mutual rights and obligations of ELIA and the BSP in relation to the procurement of Tertiary Control Power and the eventual provision by The BSP of the Tertiary Control within the Control Area.

1 Definitions

Access Point(s)	An Injection Point and/or an Offtake Point to Transmission or Public Distribution Grid or to a CDS;
Access Responsible Party or "ARP"	Any natural or legal person listed in the register of Access Responsible Parties in accordance with the Federal Grid Code for Transmission. Also referred as Balance Responsible Party or “BRP”;
Access Responsible Party associated with a BSP or “ARP_{BSP}”	The Access Responsible Party, appointed by the BSP, to take in its balancing perimeter the responsibility for the energy volumes requested by ELIA to the BSP for each quarter hour of a Service activation. In case Transfer of Energy applies, the supplied energy is allocated to its balancing perimeter in accordance with the ToE Rules;
“ARP_{source}”	The Access Responsible Party of the access point of the grid user;
ARP Contract	The contract concluded between ELIA and an ARP in accordance with Art. 150 and 151 et seq. of the Grid Code;
Auction Rules	Rules that describe how Capacity Bids made by a BSP are treated;
Balancing Rules	A document, validated by the CREG, describing the market operation rules for the compensation of quarter-hourly imbalances, pursuant to Art. 203 of the Federal Grid Code;
Balancing Services	As defined in article 2 (3) of the Electricity Balancing Guideline;
Balancing Service Provider or “BSP”	Any natural person or legal entity, as defined in Art. 2 (6) of the Electricity Balancing Guideline, and with whom ELIA has concluded a contract to provide Balancing Services;
Base	A Period defined as all hours of the day and all days of the year and that is equivalent to the superposition of the Long Off Peak and Peak Periods;
Baseline	Calculated value (in MW) representing an estimation of the average power on a quarter-hourly basis of the power that would have been measured on the considered Delivery Point without an activation of Tertiary Control Power;
Bidding Obligations for Capacity Bids	The obligations to be respected by the BSP when submitting Capacity Bids;

BSP-DSO contract	An agreement between the BSP and DSO allowing the BSP to provide the Service to ELIA with the Delivery Points listed in the corresponding Contract;
Capacity Bid(s)	A number of combinations of offered volumes (in MW) in combination with a price offer (€/MW/h), allowing ELIA to procure the Service for a defined Delivery Period;
CDS	The closed distribution system (or, according to the Electricity Act and the electricity decrees and/or ordinances, closed industrial system or closed professional system) is the grid directly connected to the ELIA Grid and recognised by the relevant authorities as a Closed Distribution System;
CDS Metering Technical Info Checklist	Report demonstrating that minimum metering requirements for the metering facility at a CDS Delivery Point set by ELIA are fulfilled;
CDS Operator or "CDSO"	A natural or legal person appointed by the relevant authority as the operator of the CDS;
CIPU Contract	The contract for the coordination of injection of production units concluded with ELIA in respect of art 198 of the Federal Grid Code;
Communication Test	A test in which ELIA certifies the BSP's ability to exchange information that is necessary to execute the contract;
Confirmed Transfer of Obligation	A quantity of Reserve Power to be made available by a Counterpart BSP to ELIA resulting from a transfer of obligations from the BSP to said Counterpart BSP, declared to ELIA and accepted by ELIA;
Contract with Valorization of the Deviation	Contract between the Grid User and the Supplier by which the Supplier valorizes the deviation between the nomination and the final position;
Contracted Tertiary Control Power or "Contracted R3"	The quantity of the Tertiary Control Power (in MW) contracted by ELIA with the BSP in relation to the present Terms & Conditions;
Control Area	The area in which a transmission system operator controls the permanent balance between demand and offer of electricity, taking into account the exchanges of active power with the control areas of other transmission system operators;
Counterpart BSP	A party holding a valid General Framework for the Service that is allowed to perform Transfers of Obligations;

CREG	The federal regulatory authority of gas and electricity markets in Belgium;
Day	Period of one day starting at 0:00 hrs morning until 24:00 hrs;
Delivery Period	The timeframe in which the corresponding reserve power has to be made available and delivered to ELIA;
Delivery Point	A point on an electricity grid or within the electrical facilities of a Grid User, where a balancing or SDR service is delivered – this point is associated with one or several metering(s) and/or measures, according to dispositions of the applicable general framework or contract, that enable(s) ELIA to control and assess the delivery of the Service;
$DP_{R3,cb}$	The contribution (in MW) of a Delivery Point to the Pool supplying Tertiary Control Power;
$DP_{R3,max}$	The maximum Tertiary Control Power (in MW) that can be supplied by a Delivery Point;
Dossier Volumes	A document, validated by the CREG, defining the required volumes of FCR, secondary and tertiary Control Power to be procured by ELIA, pursuant to Art. 244, of the Federal Grid Code;
Electrical Zone	The ELIA Grid is divided into ten zones: 380, Hainaut East, Hainaut West, Langerbrugge East, Langerbrugge West, Ruien, Merksem, Stalen, Liège and Schaerbeek. Those areas are represented by a colour that indicates the options with regard to production program changes (red: no changes allowed; green: changes allowed);
ELIA Control Area	The area in which ELIA controls the permanent balance between demand and offer of electricity, taking into account the exchanges of active power with the control areas of other transmission grid operators;
ELIA Grid	The electricity grid to which ELIA holds the property right or at least that of using and operating it, and for which ELIA has been designated as the transmission and local transmission system operator;
Energy Bid(s)	A combination of volumes (in MW) and activation prices (in €/MWh), nominated by the BSP to ELIA;
ENTSO-E	European Network of Transmission System Operators for Electricity;

Federal Grid Code	The provisions of the Royal Decree of 19 December 2002, as amended from time to time, regarding the technical regulations for operating an electricity grid and access thereto;
Final Client	Any physical person or legal entity buying electricity for its own use. For contractual relations with ELIA, the Final Client is the Grid User itself or is represented by the Grid User;
Flex Tertiary Control Power or "R3 Flex"	A specific Tertiary Control Power Service Type;
Forced Outage	An unforeseen and unpredictable (full or partial) outage of Technical Units making it impossible for the BSP to deliver (part of) the Service;
General Framework	The present general framework for Tertiary Control by non-CIPU Technical Units;
General Terms & Conditions	The General Conditions governing ancillary services at the time a Capacity Bid is made, valid for the applicable Delivery Period. At the moment of the signature of the General Framework, this is the version of 13/05/2013. All references in the General Framework are made based on this version;
Grid User	The natural person or legal entity connected to the Elia Grid, CDS or Public Distribution Grid as producer or consumer;
Grid User Declaration	Official declaration of the Grid User, as provided by template foreseen in the General Framework, authorizing the BSP to offer the Service using his Delivery Point;
Headmetering or "Headmeter(s)"	Measurement of electrical energy associated with the Access Point as determined by ELIA, or the DSO (for the Public Distribution Grid), by means of one or more meters installed by ELIA for the ELIA Grid and the DSO for the Public Distribution Grid;
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 Service is provided;
Opt Out Arrangement	Arrangement, according to which the BSP, the ARP_{BSP}, the $ARP(s)_{source}$ and Supplier(s) of a Delivery Point jointly agree to enter in an Opt-Out regime for the settlement of an activation of the Service;

Long Off Peak or "LOP"	A Period defined as follows : the hours between 08:00 hrs and 20:00 hrs for all 7 the days of the week and the hours between 08:00 hrs and 20:00 hrs on Saturday and Sunday;
Month	Period starting at 0hrs the 1st of the month until 24hrs the last day of the month;
Monthly Remuneration	The remuneration for the reservation of the Service, as specified in the General Framework, calculated on a monthly basis irrespective of the Delivery Period of the products;
Non-CIPU Technical Unit	A Technical Unit that is not undertaken in a valid CIPU contract being technically capable of making available and supplying the concerned Service through a Delivery Point;
Offtake	Value indicating 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 Service is provided;
Open Qualification Procedure	A pre-qualification procedure in which prospective BSPs are screened based on criteria set by ELIA in a publication on ted.europe.eu.;
Opt Out	A specific regime of the Transfer of Energy, as described in section 8.2 of the ToE Rules, for which all aspects (i.e. volume, price and contractual modalities, including eventual financial guarantees) are explicitly settled in a joint arrangement signed by the BSP, Supplier(s) and corresponding ARP(s). In case all concerned parties are the same entity, this is considered as an implicit Opt Out;
Peak or "P"	A Period defined as follows: the hours between 08:00 hrs and 20:00 hrs during weekdays (from Monday till Friday, including holidays);
Period	A tariff period : Peak (P) hours, Long Off-Peak (LOP) hours or Base (BASE) hours;
Pool	A group of Delivery Points;
Power measured or "Pmeasured"	The active power measured at a physical location connected to the Elia Grid or the Public Distribution Grid at a certain voltage level (sum of offtake and injection). Net consumption from the Elia Grid is considered as a positive value, net injection into the Elia Grid is considered as a negative value;

Prequalified Power or "PQP"	Quantity of power (expressed in MW) per Delivery Point connected to the Public Distribution Grid that is prequalified by the DSO concerned;
Procedure For Delivery Point Acceptance	Procedure for which the Delivery Point must fulfil all conditions in order to participate in the Service;
Procedure For BSP Acceptance	Procedure for which the BSP must fulfil all conditions in order to participate in the Service;
Public Distribution Grid	The electricity distribution system for which the Distribution System Operator has proprietary rights or at least user or operating rights and for which it is the designated Distribution System Operator as licensed by the Regional Regulator or the competent regional authorities;
Public Distribution System Operator Concerned or "DSO"	A natural personal or legal entity appointed by the designated regional regulator or regional authority, who is responsible for the exploitation, the maintenance and, if necessary, the development of the Public Distribution Grid in a certain zone and, where applicable, for its interconnectors with other systems and who is responsible of guaranteeing the long-term ability of the Public Distribution Grid to meet reasonable demands for electricity distribution;
R3 Missing MW	The difference (in MW) between Tertiary Control Power Obligation and Tertiary Control Power Made Available by the BSP;
R3 Service Type	One of the Tertiary Control Services, being either Standard Tertiary Control or Flex Tertiary Control;
R3max	The maximum between R3max,std and R3max,flex;
R3max,flex	The maximal volume of Flex Tertiary Control Power that can be offered by the BSP in capacity auctions;
R3max,std	The maximal volume of Standard Tertiary Control that can be offered by the BSP in capacity auctions;
Rules for the Organization of the Transfer of Energy or "ToE Rules"	The set of rules, as defined by Article 19bis §2 of the Electricity Law and approved by the CREG, that lay down the principles for Transfer of Energy;
Standard Tertiary Control Power or "R3 Std"	A specific Tertiary Control Power Service Type;

Strategic Demand Reserve or “SDR”	Supply of strategic reserves by means of demand as foreseen in Art. 7quinquies §2,1° of the Electricity Law and as defined in the contract for SDR;
Submeter Technical Info Checklist	Report demonstrating that the minimum technical requirements established by ELIA for the Submetering facility are fulfilled;
Submetering or “Submeter(s)”	Measurement of the electrical energy consumed or injected by a Technical Unit by means of one or more meters situated downstream of the Headmeter(s);
Supplier	Any physical person or legal entity who sells electricity to one or more Final Client(s). The Supplier produces or buys electricity sold to the Final Client(s);
Technical Unit	A facility (part of CIPU Contract or not) connected within the Control Area of ELIA, able to provide balancing services to ELIA;
Tertiary Control or “R3”	The increase of active power on the ELIA Grid based on a request of ELIA. Also indicated in the Guideline on electricity balancing by the term “Manual Frequency Restoration Reserve” or “mFRR”;
Tertiary Control Non Reserved Service by Non-CIPU Technical Units or “R3NR”	The Balancing Service described by the General Framework for Tertiary Control Non-Reserved Service by Non-CIPU Technical Units;
Tertiary Control Power Made Available or “R3_mad”	The quantity of Tertiary Control Power of the Service (in MW) actually made available to ELIA by the BSP;
Tertiary Control Power Obligation “R3_obligation”	The sum of Contracted Tertiary Control Power and Confirmed Transfers of Obligation of the Service;
Tertiary Control Power Requested or “R3 Requested”	The Tertiary Control Power requested [MW] by ELIA to a BSP for a certain quarter hour;
Tertiary Control Power Supplied or “R3 Sup”	The quantity of Tertiary Control Power of the Service physically supplied by the BSP to ELIA, expressed in an average power [MW] during a quarter hour;
Tertiary Control Power	A quantity of Tertiary Control Power expressed in MW;
Tertiary Control Service by Non-CIPU Technical Units	The Tertiary Control service supplied by Non-CIPU Technical Units and that is governed by the General Framework for Tertiary Control, comprising at least the

	following: - the provision of the Tertiary Control Power Obligations - the activation of this Tertiary Control Power in accordance with the provisions of the General Framework;
Transfer of Energy or "ToE"	As defined in Art. 19bis §2 of the Electricity Law;
Transfer of Obligations	Part or all of the quantity of contracted reserve power that the BSP transfers to a Counterpart BSP;
Transfer Price	The transfer price agreed upon during the commercial negotiation between BSP and Supplier for the financial compensation between the BSP and the Supplier in case Transfer of Energy applies;
Transfer Price by Default	Price determined by the result of the formula fixed by the CREG, in application of the Art. 19bis §3 of the Electricity Law, for the determination of the transfer price for ToE, in case of lack of agreement on the financial compensation between the BSP and the Supplier;
Unsheddable Margin	Value representing either the minimum amount of power (expressed in MW) which cannot be curtailed (inflexible or unsheddable power in case of a load shedding action) at the Delivery Point, or the maximal amount of power above which a BSP cannot inject. The value for ELIA grid connected Delivery Points is mutually agreed upon between ELIA and the BSP in the Contract. The value for DSO grid connected Delivery Points is agreed between the concerned DSO and the BSP in the BSP-DSO contract;
Week	Period starting at 0:00 hrs Monday morning until 24:00 hrs the next Sunday;

2 Application of the General Framework

2.1. The BSP makes its best effort (not being unreasonable) by signature of this General Framework to participate in the procurement for the Service throughout the validity period of the General Framework, i.e. from General Framework signature date to 31 December 2018 and in case of Contracted Tertiary Control Power by non-CIPU Technical Unit for a Delivery Period, to provide the Service throughout this Delivery Period.

2.2. The General Framework will come into force subject to the conditions set forth in Art. 3.1.a.

2.3. The performance of the General Framework is governed by the General Terms & Conditions. An update of the General Terms & Conditions will be done in accordance with Art. 11 of the present General Framework.

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

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

2.6. The Annexes to the General Framework form an integral part of the General Framework. Any reference to the General Framework will include the Annexes, and vice-versa. If there is a conflict of interpretation between an Annex of the General Framework and one or more provisions of the General Framework, the provisions of the General Framework shall take precedence.

3 Conditions for participation in the Service

3.1. BSP Conditions

a. The General Framework will come into force subject to the following conditions:

- The BSP complies with conditions set forth in the Open Qualification Procedure (hereinafter referred to as requirements for signature of the General Framework);
- The BSP has designated an ARP_{BSP}, being either itself or another party. In the latter case, the BSP communicates to ELIA the name of the ARP_{BSP} according to the template provided in Annex 3;

b. ELIA is entitled to evaluate, at any time during the validity period of the Contract, whether the BSP complies with the conditions mentioned in Art. 3.1.a. For the avoidance of doubt, this does not entail any right for ELIA to physically access BSP's assets but without prejudice to any other regulation, i.e. the Federal Grid Code, regarding access to the grid user's connection installations. Also, ELIA reserves the right to physically access the grid user's installations for verification of the submetering installation only in case of explicit authorization given by the grid user as stipulated in Annex 4E.

c. If it is confirmed that the BSP no longer complies with conditions in Art. 3.1.a, ELIA will notify the BSP via a registered letter. If after 15 working days after reception of notification the BSP remains uncompliant to these conditions, the General Framework will be terminated without prior approval by a court of law in accordance with the terms of Art. 11 of the General Conditions. This implies, after termination, that if BSP wants to offer the Service, he must re-apply via the Open Qualification Procedure and sign a new General Framework for the Service with ELIA, subject to compliance with said conditions.

d. For the avoidance of doubt, the Parties are aware of the mutual relationships that exist between the present Contract, other Balancing Service contracts, the ELIA-Supplier Contract, the SDR contract(s), the SGR contract(s), the ARP Contract(s) and the Connection and Access Contract(s) with ELIA and/or the DSO Concerned, as each of them is an essential constituent of the means that ELIA uses to ensure the safety, reliability and efficiency of the ELIA Grid. The observance of the rules set out in the aforementioned contracts is necessary for the proper implementation of the Contract.

e. The Parties shall ensure that the proper performance of this General Framework is always based on the existence and proper performance of the requisite contractual agreements with third parties involved.

f. The BSP allows ELIA to publish aggregated and anonymized information relating to the procurement results on ELIA's website.

g. Once the General Framework is signed and before submitting a Capacity Bid, the BSP must successfully complete the communication test as specified in Annex 3. In no case shall ELIA be liable for any direct or indirect damages to third parties resulting from or occurring during the communication test. The general liability regime organized by Art. 6 of the General Conditions is applicable to the BSP during the test.

h. The BSP must be in respect of the requirements of the communication test at all times during the Delivery Period. If ELIA establishes that the BSP no longer respects these requirements during the Delivery Period, the Service will be considered as unavailable starting from the moment of notification by ELIA and the penalty described in Art. 9.1will be applied for the period of non-respect. The BSP has to succeed a new communication test in order to be considered as available by ELIA.

i. BSPs not in respect with Art. 3.1.g and 3.1.h are not allowed to participate in procurement.

j. The BSP agrees that, if the Transfer of Energy applies for Delivery Points linked to an Access Point being included in a Contract with Valorization of the Deviation, the Supplier of the concerned Access Point will be informed of the Tertiary Control Power Supplied at the level of the concerned Access Point.

3.2. Conditions for all Delivery Points

a. A Delivery Point may be:

- an Access Point connected to the ELIA Grid;
- an Access Point connected to the Public Distribution Grid
- another point within the electrical facilities of a grid user downstream of an Access Point connected to the ELIA Grid (hereinafter referred to as "Submetering Delivery Point");
- another point within the electrical facilities of a grid user downstream of an Access Point connected to the Public Distribution Grid (hereinafter referred as "DSO Submetering Delivery Point");
- a point within a CDS connected to the ELIA Grid.

b. All Delivery Points must respect the following conditions:

- A Delivery Point supplying Tertiary Control by non-CIPU Technical Unit can only participate to the two following Balancing Services, on the condition that the BSP is the same party : Frequency Containment Reserve Service by non-CIPU Resources and Tertiary Control Non Reserved Service by Non-CIPU Technical Units;

- A Delivery Point supplying Tertiary Control by non-CIPU Technical Unit cannot be a part of a Strategic Demand Reserve contract;
- Any other Delivery Point upstream or downstream of the Delivery Point supplying Tertiary Control by non-CIPU Technical Unit cannot be part of any other Balancing Service or Strategic Demand Reserve contract with ELIA, independently from the fact that the BSP is the same party. However, if the BSP of both Delivery Points is the same party, ELIA will tolerate the situation at the condition that the BSP renounces to invoke any influence of the Balancing Service supplied downstream on the Balancing Service supplied upstream.

c. Technical Units which are included in a CIPU Contract are not allowed to participate in the provision of Tertiary Control by non-CIPU Technical Unit.

d. ELIA reserves the right to disqualify a Delivery Point if the participation of the Delivery Point in the Tertiary Control Service jeopardizes the ELIA Grid security in the Belgian Control Area.

e. The BSP declares that the Delivery Points, as mentioned in Art. 3.2 are related to Access Point(s) included in valid Access Contract(s) and are in the Perimeter of an ARP having a valid ARP Contract.

f. The BSP declares that in case of an activation of the Service, the consumption of active power at a Submetering Delivery Point will not be transferred to another process or to a production unit resulting in a decrease of its original injection at the Access Point. An activation of the Service must have an overall effect of either reducing net offtake and/or increasing net injection at the level of the Access Point compared to usual practice.

g. All Delivery Points must comply with the metering requirements set forth in Annex 5.

3.3. Conditions for Delivery Points Connected to the ELIA grid

a. The BSP and ELIA agree on the list of Delivery Points connected to the ELIA grid and the BSP declares that all these listed Delivery Points connected to the ELIA grid are technically capable of providing the Service and in respect with all conditions set forth in this Art. 3.3. The agreed list is based on the template in Annex 2.

b. For each Delivery Point connected to the ELIA grid, the BSP declares the $DP_{R3,max}$, the $DP_{R3,cb}$ and the Unsheddable Margin as mentioned in Annex 2. In case a Delivery Point is also supplying R3NR, $DP_{R3,max}$ and $DP_{R3NR,max,up}$[1] are the same value.

c. All Delivery Points connected to the ELIA grid in the list must have successfully completed the following elements of the Procedure For Delivery Point Acceptance, as per Annex 4:

- Grid User Declaration as specified in Annex 4A;
- In case of Submetering Delivery Points: Submeter Commissioning Test as specified in Annex 4E;

[1] Also currently defined as the R3NRref,up in the general framework for Tertiary Control Non-Reserved.Service by Non-CIPU Technical Units. R3NRref,up will be renamed as $DP_{R3NR,max,up}$ in the next update of the general framework for Tertiary Control Non-Reserved.Service by Non-CIPU Technical Units.

- In case of Delivery Points within a CDS: CDSO declaration as specified in Annex 4F.

In no case shall ELIA be liable for any direct or indirect damages to third parties resulting from or occurring during the Submeter Commissioning Test. The general liability regime organized by Art. 6 of the General Conditions is applicable to the BSP during the test.

3.4. Conditions specific for the Delivery Points Connected to the DSO grid

a. The BSP and the DSO agree, in a contract (BSP-DSO contract) on a list of Delivery Points connected to the DSO grid and the BSP declares that all these listed Delivery Points connected to the DSO grid are technically capable of providing the Service.

b. ELIA must receive a copy of the signed BSP-DSO contract.

c. The list of DSO connected Delivery Points is provided by the DSO to ELIA. ELIA will only consider this list; in particular for monitoring of Tertiary Control made available and Tertiary Control Requested, as per Art. 7.10 and 7.11. The BSP may keep ELIA informed of the latest list of DSO connected Delivery Points for informative purposes only.

d. For Delivery Points connected to the DSO grid, the associated $DP_{R3,max}$ and $DP_{R3,cb}$ of each Delivery Point is declared in the BSP-DSO contract. $DP_{R3,max}$ and $DP_{R3,cb}$ should always be lower or equal to the DSO Prequalified Power. In case no $DP_{R3,max}$ or no $DP_{R3,cb}$ value has been communicated by the BSP, it is by default equal the DSO Prequalified Power. In case a Delivery Point is also supplying R3NR, $DP_{R3,max}$ and $DP_{R3NR,max,up}$[1] are the same value.

3.5. Conditions related to the application of the Transfer of Energy

Financial guarantee

a. Prior to the entry into force of the General Framework, the BSP has to provide ELIA with a proof of a financial guarantee related to the application of the Transfer of Energy for all Delivery Points concerned, as provided by Art. 7.1 of the ToE Rules. This financial guarantee takes the form of a bank guarantee, valid for at least one calendar year, and that complies with all provisions of chapter IV of CREG Decision 1677 dated on 15 March 2018. In case the Pool of the BSP only consists of Delivery Points under the Opt-Out regime, such a bank guarantee is not required.

b. The BSP is responsible for ensuring the compliancy of the bank guarantee (e.g. validity, minimal amount) at any time.

c. At the beginning of each Month, ELIA disposes of 5 Working Days to perform a compliancy check of the bank guarantee. In case of non-compliance, ELIA will suspend the General Framework with immediate effect by notification to the BSP via registered letter. As a consequence, the BSP is not allowed to participate to any procurement procedure for which Transfer of Energy applies. In such a case, the suspension of the General Framework does not apply on Tertiary Control already awarded.

d. In case the bank guarantee remains uncompliant 10 Working Days after reception of the notification, the General Framework may be terminated following approval by a court of law.

e. Specifications applicable for the bank guarantee, as provided by chapter IV of CREG Decision 1677 dated on 15 March 2018, are detailed in the template approved by the CREG and published on ELIA website.

Transfer of Energy regime

f. Transfer of Energy, resulting in a Transfer Price (possibly being Transfer Price by Default), is only applicable to Delivery Points presenting a positive yearly average net offtake, as foreseen by sections 7.3 and 10.2 of the ToE Rules. This characteristic of the Delivery Point is valid from the 1st April of year Y to 31st March of year Y+1.

Each year Y, in February, ELIA will assess this characteristic for each Delivery Point, based on data of the calendar year Y-1 (i.e. 01/01/Y-1 to 31/12/Y-1), for the next applicable period.

For the first period of application starting on 1st November 2018 to 31 March 2019, the yearly average net offtake is established based on data of the calendar year 2017

g. A Delivery Point characterized by a positive yearly average net offtake can only be part of the Pool of the BSP if one of the following conditions is satisfied :

- A proof that an Opt Out Arrangement applies between the BSP, the Supplier(s), the $ARP(s)_{source}$ and the $ARP_{BSP,}$ as per template provided in Annex 4B, has been provided to ELIA. In case of an Implicit Opt Out, such a proof is not required;
- A proof of an agreement between the BSP and the Supplier(s) on the Transfer Price, as per template provided in Annex 4C, has been provided to ELIA;
- A copy of the CREG decision, authorizing the BSP and the Suppliers to apply the Transfer Price by Default, has been provided by the BSP to ELIA.

h. Any other Delivery Point can only be part of the Pool of the BSP if a proof that an Opt Out Arrangement applies between the BSP, the Supplier(s), the $ARP(s)_{source}$ and the $ARP_{BSP,}$ as per template provided in Annex 4B, has been provided to ELIA. In case of an Implicit Opt Out, such a proof is not required.

3.6. Conditions for the Pool

a. Following the signature of the General Framework and prior to the first participation in the procurement, the BSP must :

- Indicate the choice of the Baseline.

  The Baseline is the reference that will be used to determine the Tertiary Control Power Supplied as per Art.7.11 as well as the Tertiary Control Power of each Service Types (R3max,std and R3max,flex) that can be offered by the BSP in capacity auctions. Only methods mentioned in the list of Annex 12 are applicable.

  The method will be unique for the entire Pool and for all Service Types of Tertiary Control by non-CIPU Technical Units.

  ELIA reserves the right to refuse the choice of the baseline, as per section 9.2.2 of the ToE Rules. In such a case ELIA will provide the BSP with a sound justification and notify the CREG;
- Provide a qualitative description of the method applied to perform Standard Tertiary Control, by filling Annex 2F, in case the BSP wishes to provide that R3 Service Type;
- Request and perform the simulation test as specified in Annex 13.

b. Simulation test:

- The simulation test will not be considered as an activation as described in the General Framework.
- The outcome of the simulation test, as provided by Annex 13, will determine the maximal Tertiary Control Power for each Service Type (R3max,std and R3max,flex respectively for Standard Tertiary Control and Flex Tertiary Control) that can be offered to ELIA by the BSP in the procurement procedure.
- The Transfer of Energy for concerned Delivery Points applies for the simulation test. As a consequence, any Delivery Point participating to a simulation test should prior be part of the Pool of the BSP.
- In case a simulation test is performed, based on Delivery Points for which Transfer of Energy applies, the corresponding R3 Supplied will be taken into account for the computation of the minimal amount of the bank guarantee.
- All costs linked to the simulation test are borne by the BSP.
- ELIA reserves the right to abort the simulation test at any moment if it jeopardizes the ELIA Grid or any Public Distribution Grid security.
- In no case shall ELIA be liable for any direct or indirect damages to third parties resulting from or occurring during the simulation test. The general liability regime organised by Art. 6 of the General Conditions is applicable to the BSP requesting the simulation test.

c. Update of the Pool:

The agreed list of Delivery Points connected to the ELIA Grid or to a CDS based on the template in Annex 2 should at all times be kept up to date by the BSP.

The agreed list of Delivery Points connected to the ELIA Grid may be modified by submitting an updated list based on the template in Annex 2 via e-mail to the contractual responsible as mentioned in Annex 16 under the following conditions:

- At the moment of the notification, the Delivery Points must be in respect with the applicable conditions set in Art. 3.2, 3.3 and 3.5.
- Following the request by the BSP of an update of Annex 2, ELIA disposes of 5 Working Days to approve the modifications. In other terms, to be effective for Month M, an update of Annex 2 has to be submitted at least 5 Working Days before the first calendar day of the Month M.
- The updated list of Delivery Points becomes effective at the beginning of the next Month following the notification of acceptance by ELIA.
- The BSP should take into account that in some case, such as Submetering Delivery Points, the installation of the equipment(s) and the Procedure for Delivery Point Acceptance might extend to a considerable amount of time. It's the responsibility of the BSP to take into consideration the time period necessary for technical integration, and ensure that the Delivery Point is operational at the agreed moment.
- The addition of a Delivery point does not modify the maximal Tertiary Control Power of any Service Type (R3max,std and R3max,flex) that can be offered by the BSP in the procurement procedure. Otherwise, the BSP shall ask a new simulation test in respect with conditions set forth in Annex 13.

- In case of Delivery Point removal, ELIA will update the maximal Tertiary Control Power of each relevant Service Type (R3max,std and R3max,flex) that can be offered by the BSP in the procurement procedure following the rules set forth in Annex 13.

d. Update of the Baseline:

The Baseline may be modified by submitting a request by e-mail to the contractual responsible designated in Annex 16. The modification will only be effective on condition that a new simulation test is performed as provided by Annex 13. Consequently, new R3max,std and/or R3max,flex will be defined.

4 Procurement of the Service

4.1. Within the framework of this General Framework, ELIA will procure all Service Types of Tertiary Control Power by non-CIPU Technical Units, during Peak and Long Off Peak hours (or combined base).

4.2. The Service will be procured from BSPs with a valid General Framework for Tertiary Control Power by non-CIPU Technical Units and with at least one Delivery Point.

4.3. The total volume to be procured by ELIA and the repartition between the R3 Service Types, are determined and fixed in the Dossier Volumes and the Balancing Rules, both approved by the CREG.

4.4. The quantity of Contracted Tertiary Control Power by non-CIPU Technical Units is the result of the procurement of both Service Types, Standard Tertiary Control and Flex Tertiary Control.

4.5. The process, Bidding Obligations for Capacity Bids, consequences of non-respect, rights and rules for procurement are described in Annex 1 of the General Framework.

4.6. A Capacity Bid is a firm commitment by the BSP to deliver the corresponding Tertiary Control Power Obligation.

4.7. ELIA has the right to reject Capacity Bids that are not in line with the rules and obligations set forth by ELIA as described in the General Framework.

4.8. Once a Capacity Bid is awarded, the Contracted Tertiary Control Power is part of the Tertiary Control Power Obligations and thus the BSP undertakes the necessary actions to provide the Service for the entire applicable Delivery Period (without further action by ELIA).

4.9. In case of observation of a bidding behavior that might prejudice market rules and/or fair competition between Tertiary Control BSPs, and after consultation of the CREG, ELIA reserves the right to exclude the BSP from future procurements.

4.10. ELIA can decide, for an objectively justified reason, to limit or cancel the quantity of Contracted Tertiary Control Power.

5 Transfer of Obligations between the BSP and a Counterpart BSP

In order to grant the BSP more flexibility and to allow him to optimize the cost of delivering the Service, for instance but not exclusively when having to carry out planned or unplanned maintenance, ELIA gives the BSP the possibility to transfer in day-ahead or in intraday for a certain quarter-hour part or all of his Tertiary Control Obligations in the framework of the present General Framework to one or several Counterpart BSP(s) holding a valid General Framework for Tertiary Control with ELIA to the date of the performance of the Obligation.

Similarly, the BSP may agree to make an additional quantity of Tertiary Control Power available to ELIA as a result of a Transfer of Obligations from a Counterpart BSP to the BSP.

5.1. The BSP should at any time maintain his Contracted Tertiary Control Power available to ELIA either by providing its Tertiary Control Obligations by himself or by transferring part or all of its Tertiary Control Obligations.

5.2. The BSP may transfer his Tertiary Control Obligations to other of his own CIPU or non-CIPU Technical Units or to one or multiple Counterpart BSP(s).

5.3. The Transfer of Obligations may concern all R3 Service Types as mentioned in Art. 4.1.

5.4. The procedure to be followed by the BSP, ELIA and the Counterpart BSP in case of a Transfer of Obligations is described in Annex 15.

5.5. As long as the Transfer of Obligations is not confirmed by ELIA, the Tertiary Control Power Obligation remains with the BSP.

5.6. Once a Transfer of Obligations is confirmed, the transferred volume is added to the Tertiary Control Power Obligations and thus the BSP undertakes the necessary to provide the Service to be provided for the applicable quarter hours (without further action by ELIA).

5.7. Consequently, the record and monitoring of the provision of the Service, the resulting penalties for non-compliance according to Art. 9 among other provisions will be based on the amended R3 Obligation resulting from the Transfer(s) of Obligations validated by ELIA.

5.8. The remuneration of the Contracted Tertiary Control Power remains fixed as per Art. 8.2 irrespective of the Transfers of Obligations that the BSP has agreed with Counterpart BSP(s), declared to ELIA and that ELIA has validated.

5.9. ELIA will not owe any remuneration under Art. 8.2 (reservation) to the Counterpart BSP with whom the BSP has agreed a Transfer of Obligation.

5.10. The conditions, financial or otherwise, of the Transfer of Obligations between the BSP and the Counterpart BSP are to be arranged between them. ELIA is not to be informed nor involved in any decision in this respect beyond the observance of the rules laid down in Annex 15.

5.11. Any dispute arising from a failure on the part of the BSP or the Counterpart BSP to comply with his commitments in the framework of the agreement under which they are bound to one another for the Transfer of Obligations will not to be reported to ELIA nor arbitrated by ELIA.

5.12. ELIA informs the BSP that CREG may ask to be informed about the financial conditions of the Transfers of Obligations between the BSP and Counterpart BSPs. The BSP and the Counterpart BSP agree to provide the CREG with this information.

5.13. When ELIA updates of the Transfer of Obligations principles and/or procedures, these new principles will apply for all R3 Contracted, including the R3 Contracted before an eventual addendum to the General Framework.

6 Provision of the Service

6.1. The sum of Tertiary Control Power contracted by ELIA during the procurement procedure for a Delivery Period and the results of the Transfer of Obligations for the concerned Delivery Period becomes the Tertiary Control Power Obligation to be provided by the BSP.

6.2. The BSP puts at ELIA disposal his Tertiary Control Power Obligation through nomination of one or several Energy Bids as specified in Art. 7.9.

Activation

6.3. In real time (day D), ELIA may activate partially or entirely one (or more) Energy Bid(s) according to the specifications set out in Annex 6.

6.4. The BSP may choose on which Delivery Points listed in Annex 2 or listed in a BSP-DSO Contract he performs the activation of the Energy Bid.

6.5. For each quarter hour of activation, the list of Delivery Points used to supply the R3 Requested is communicated to ELIA according to dispositions set forth in Annex 66.

6.6. The activation of Tertiary Control Power by non-CIPU Technical Units is remunerated in accordance with Art. 8.3.

6.7. Elia may request to prolong an activation beyond the contractual activation duration, as defined in Art. 6.8 and 6.9 for Standard and Flex Tertiary Control respectively. In that case, the BSP is free to accept or reject the request of Elia without any justification.

6.8. Rules for Tertiary Control Power Activation

- ELIA can request an immediate activation or an activation for a certain quarter hour. In case of immediate activation, ELIA sends the request 3 minutes before the beginning of the concerned activation.
- The quantity of Tertiary Control Power Requested by Elia may change on a quarter hour basis while respecting the specifications of the Energy Bid activated by ELIA.
- During one single activation of an Energy Bid, ELIA can prolong activation while respecting the maximal duration of one activation as applicable for each R3 Service Type and the maximal duration of the concerned Energy Bid.
- All parties agree that a prolongation of the activation does not constitute a new activation.
- The Tertiary Control Power Requested in Art. 6.3 must be supplied in less than 15 minutes according to dispositions set forth in Annex 9.

6.9. Specific rules for Standard Tertiary Control

- The number of activations of Standard Tertiary Control is unlimited for a Delivery Period.
- ELIA may activate each Energy Bid of Standard Tertiary Control up to 8 hours a Day.

6.10. Specific rules for Flex Tertiary Control

- The maximal duration of a single Flex Tertiary Control activation is 2 hours.
- The neutralization time, i.e. the period between 2 consecutive activations applies at Energy Bid level. As a consequence, there shall be at least 8 hours between 2 consecutive activations of the same Energy Bid.

- In case, the activation is requested later than 16:00 on day D, the neutralization time will only apply until the end of the day (24:00) as an Energy Bid is only valid for a duration of one calendar day. Nevertheless, in case ELIA requests a second activation on D+1 before the end of the contractual neutralization time, the BSP is allowed to refuse this second activation up to 8 hours following the first request of activation while respecting the following conditions:
  i. Only a volume smaller or equal to the volume nominated in the first Energy Bid activated can be refused.
  ii. The activation request should be ignored by the BSP (i.e. no acceptation message as per Annex 6 should be sent);
  iii. A notification of the refusal has to be sent by e-mail to the contractual responsible of ELIA, as designated in Annex 16, at the latest 24 hours after the refusal occurs.
- The counter of activations of Flex Tertiary Control is limited to 8 per Delivery Period. For a Delivery Period, the counter of activations is incremented following the rules described hereunder :
  i. For each Energy Bid activated, the increment is equal to the ratio of the total volume (MW) of the concerned Energy Bid and the total Flex Tertiary Control nominated (MW) by the BSP for the first quarter hour of the activation.
  ii. The counter is rounded with a precision of 0.1.
  iii. If the counter of activations amounts to 7.9, ELIA can still request one last activation of the full Contracted Flex Tertiary Control Power.
  iv. In case of Transfer of Obligations, the counter of activations is maintained at the level observed before the Transfer of Obligations. In other words, there is no reset of the counter in case of Transfer of Obligations.

7 Exchange of information, record and monitoring of the Service

7.1. All metering data will be collected, treated and validated for all Delivery Points as described in Annex 5.

7.2. The BSP hereby agrees that metering data from ELIA, the DSO or the CDS Operator, as mentioned in Art. 7.1, will be used as the basis for the settlement as specified in Art. 9.

7.3. For DSO grid connected Delivery Points, the data (metering data and contractual data) used to determine the Tertiary Control Power Made Available and Tertiary Control Power Supplied is determined based on the contractual data set in the DSO-BSP Contract.

7.4. The exchange of information for the performance of the General Framework will be executed as described in Annex 66.

7.5. The BSP has the responsibility to be able to interpret messages received correctly and respond accordingly at all times.

7.6. The BSP has the obligation to pro-actively maintain in good functioning order the communication channels described in Annex 6. Any failure of activation due to unavailability or dysfunction of these communication channels (without fault by ELIA) will be the BSP's sole responsibility.

7.7. ELIA reserves the right to request regular communication tests such as described in Annex 3 to check whether the communication channels as described in Annex 6 are operational.

7.8. The exchange of information for the performance of the General Framework will be directed to the respective contact persons of the Parties, as mentioned in Art. 13.

7.9. **Nomination of Energy Bids**

a. The BSP has the obligation to submit his nomination of Energy Bids to Elia in day-ahead (D-1) at 15h at the latest for possible activation by ELIA in day D according to the rules set out in Annex 66.

b. The granularity of these nominations is 15 minutes. Nominations can be updated in intraday at the latest 45 minutes before the beginning of the first quarter hour concerned by the update.

c. For each quarter hour, the sum of Standard and Flex Tertiary Control Power nominated:

- should be respectively equal to the Standard and Flex Tertiary Control Power Obligations of the BSP (including transferred Obligations) ;
- should be in respect with the maximal Tertiary Control Power (R3max,std and R3max,flex) that can be offered by the BSP to Elia.

d. If the BSP does not foresee changes in his nominations for the Delivery Period, he can nominate its Tertiary Control Power Obligation only once before the beginning of the Delivery Period. The BSP is not obliged to send new day-ahead or intraday nomination files.

e. In case the total volume nominated for a quarter hour is not equal to the Tertiary Control Power Obligation (including Transfer of Obligations) for the concerned quarter hour, following rules will apply :

- If the total volume nominated is lower than the Tertiary Control Power Obligation, Tertiary Control Power Made Available will be capped to the volume nominated for the concerned quarter hour.
- If a nomination has not been submitted, Tertiary Control Power will be considered as unavailable for the concerned quarter hour.
- If the total volume nominated is higher than the Tertiary Control Power Obligation, the nomination will not be retained leading to a situation similar to the case of no submission of nominations for the concerned quarter hour.

f. All requirements for the submission of Energy Bids are described in Annex 6.

g. When ELIA updates the nomination principles and/or procedures, these new principles will apply for all Tertiary Control Power Contracted, including the Tertiary Control Power Contracted before an eventual addendum to the General Framework.

7.10. **Record and monitoring of the Tertiary Control Power Made Available (Availability)**

a. The availability of the Service will be monitored on the basis of the values of Tertiary Control Power Made Available compared to the Tertiary Control Power Obligations.

b. ELIA will check every Month M that the BSP has made the amount of Tertiary Control Power Obligation, for each quarter-hour of Month M-2, available to ELIA during Month M-2 as described in Annex 7 and informs the BSP via a report as described in Art.10.2.

c. The Parties agree that if the Tertiary Control Power Obligations are not fulfilled, penalties will be applied as foreseen in Art.9.1.

7.11. **Record and monitoring of the Tertiary Control Power Requested (Activation)**

a. The monitoring is performed by calculating difference between the Tertiary Control Power Requested and the Tertiary Control Power Supplied as per the method described in Annex 9.

b. ELIA will perform this check on a quarter-hour basis for all Delivery Points, pursuant to Art. 3.2 to 3.5, designated by the BSP in the confirmation message to the request for activation as described in Annex 6.

c. ELIA will check every Month M that the quantity of Tertiary Control Power Supplied by the BSP, during activations of Month M-2, meets the contractual requirements under Art.6 of the present General Framework.

d. The Parties agree that if the Tertiary Control Power Supplied is lower than the Tertiary Control Power Requested, penalties will be applied as foreseen in Art. 9.2.

8 Remuneration

8.1. The remuneration of the Service consists of a remuneration for the Contracted Tertiary Control Power (reservation) and a remuneration for the energy resulting from the Tertiary Control Power Requested (activation).

8.2. **Remuneration for the Tertiary Control Power Contracted (reservation)**

The foreseen remuneration for the delivery of the Contracted Tertiary Control Power will be calculated on a monthly basis, based on unit prices of the corresponding Capacity Bids. The remuneration corresponds to the sum of the remunerations for the various selected Capacity Bids where the remuneration is the product of:

- The unit price, in €/MW/h, for the Contracted Tertiary Control Power in accordance with Art. 4,
- The number of MW of said Contracted Tertiary Control Power in accordance with Art. 4
- The number of corresponding hours of the Delivery Period concerned.

8.3. **Remuneration for the Tertiary Control Power Requested (activation)**

The remuneration of the Tertiary Control Power Requested for a given Month is the sum of the individual remuneration of each Energy Bid activated by ELIA. The remuneration for one Energy Bid is equal, for each quarter hour of the activation, to the product of:

- The unit price in €/MWh for the concerned Energy Bid;
- The energy, in MWh, corresponding to Tertiary Control Power Requested for the concerned quarter hour.

In case an activation with immediate start is requested by ELIA (i.e. an activation inside of a quarter hour), the energy corresponding to the R3 Requested is calculated based on a pro rata rule, applied as follows:

$$R3\ Requested * \frac{\Delta t}{15} * \frac{1}{4}\ [MWh]$$

Where Δt is the duration in minutes of the activation until the start of the next quarter hour.

9 Penalties for non-performance of the General Framework

Non-compliancy with the Tertiary Control Power Obligation (Availability)

9.1. If ELIA establishes, based on the quantity of Tertiary Control Power Made Available as per Art. 7.10, that the BSP has failed for a particular quarter-hour to make available at least the quantity of his R3 Obligations, ELIA applies a penalty.

9.2. The penalty applies to any R3 Missing MW and for any quarter-hour of the considered Month in which ELIA establishes that the quantity of Tertiary Control Obligation has not been reached.

9.3. The calculation of the penalty is detailed in Annex 7.

Non-compliancy with provision of Tertiary Control Power Requested (Activation)

9.4. ELIA will consider an activation of an Energy Bid as non-compliant if one of the following conditions is satisfied:

- The BSP has failed to deliver the Tertiary Control Power Requested for at least one quarter-hour as foreseen under Art. 7.11;
- The BSP fails to execute the communications foreseen in Annex 6B (without fault by ELIA);

9.5. In case ELIA establishes that the BSP has performed a non-compliant activation with regard to the Tertiary Control Power Requested, ELIA shall adapt the R3max,flex and R3max,std as defined in Annex 14.If ELIA notices that three or more consecutive non-compliant Energy Bid activations, according to Art. 9.4, within a period of 30 calendar days, ELIA will suspend the General Framework for the next procurement procedure, as foreseen by section 14.2 of the ToE Rules. The BSP will be notified by e-mail addressed to the contact person designated in Annex 16.

9.6. If ELIA notices consecutive activations that are non-compliant with the contractual requirements, ELIA preserves the right to suspend the General Framework with the BSP for a certain period of time. The BSP will then not be allowed to participate to the procurement procedure during the suspension period. The BSP can only be accepted again by completing a simulation test, as described in Annex 13, at the expense of the BSP and before a certain date to be agreed upon by ELIA and the BSP.

9.7. The sum of the penalties under Art. 9.1 of the present General Framework Agreement will be subject to a monthly cap, without prejudice to any liability on the part of the BSP for the non-fulfillment of his obligations in accordance with Art. 6 of the General Conditions. The method for calculation of the penalty cap is detailed in Annex 10.

10 Invoicing and payment

10.1. For every volume awarded (Contracted Tertiary Control Power) the BSP will receive an order confirmation stating a purchase order number and the remunerations for the Tertiary Control Power Contracted (reservation).

10.2. Via a joint validation platform or other channel, ELIA will present the BSP a report, at the latest by the end of each calendar Month, related to the record and monitoring of the Tertiary Control Power Service provided by the BSP in Month M-2. This report will indicate, amongst others, all penalties for Month M-2 as calculated by ELIA in accordance with Art. 9 of the present General Framework, showing the method of calculation and all data on which the calculation is based.

10.3. Disputes from the BSP regarding the report and penalties stipulated in Art. 9 must be reported within 25 calendar days starting from the day following ELIA's submission of the respective report. Should this occur, the Parties shall enter into negotiations with each other with a view to reach an agreement in accordance with Art. 12 of the General Framework.

10.4. If no agreement can be reached:

- the BSP, when drawing up his pro-forma invoice for Month M as specified in Article 10.5, shall take account of the penalties calculated by ELIA;
- the Parties shall continue their negotiations with a view to reaching an amicable arrangement and, after concluding their agreement, settle this invoice ex-post;
- if no amicable arrangement is reached, the dispute settlement procedure set out in Art. 13.2 of the General Conditions shall apply.

10.5. The BSP shall send ELIA's Settlement department (see list of contact persons exchanged as described in Art. 13) his monthly pro-forma invoice no later than on the 25th (twenty-fifth) of each calendar Month M. The pro-forma invoice will include, among other things:

(a) the purchase order number
(b) the Monthly Remuneration for the Contracted Tertiary Control Power for the following Month, calculated as described in Art. 8.2 of the present General Framework;
(c) the remuneration for the Tertiary Control Power Requested for the Month M-2, calculated as described in Art. 8.3 of the present General Framework;
(d) As the case may be, the penalties for Month M-3 as calculated by ELIA under Art. 9.1 of the present General Framework
(e) the BSP's bank account number to which payment must be made.

10.6. ELIA shall either approve or reject the pro-forma invoice within 5 working days of receiving it. In accordance with the pro-forma invoice, the invoice may only be sent to the Invoicing & Payment department after ELIA has approved the pro-forma invoice.

10.7. Annex 11 includes the appropriation structure to be used by the BSP.

11 Modifications to the General Framework

11.1. ELIA has the responsibility to have the same General Framework for Tertiary Control by Non-CIPU Technical Units for all BSPs.

11.2. Therefore, before modifying the General Framework, ELIA will inform all the BSPs who have signed a General Framework for Tertiary Control. The modifications will then be applicable for the first auction occurring after a period of thirty calendar days following the notification at the soonest.

11.3. In case the notification is made less than thirty days before the procurement, the current General Framework without modifications will apply.

11.4. When ELIA does not reach an agreement with one or more BSPs who have signed a General Framework for Tertiary Control Power with ELIA, ELIA can, in order to respect Article 11.1:

- notify all abovementioned BSPs that the General Framework without modifications will apply for the next tender;
- exclude the BSP if he refuses the addendum from auctions until both Parties agree upon the addendum.

11.5. All contracted Tertiary Control Power from the BSP before the contractual update are subject to the General Framework applicable at that time.

11.6. In case of modifications to the General Framework requested by the BSP to ELIA, ELIA will consider these modifications, taking Art. 11.1 into account and to implement the modifications will proceed as described in Art. 11.2.

12 Consultation and disputes

12.1. If there is a dispute or conflict of interpretation between the Parties regarding one of the clauses of the General Framework or regarding the implementation thereof, or when application of Art. 10, as explicitly organized by the General Framework, the Parties shall try to settle their dispute or conflicting interpretation amicably, before resorting to legal action, but with the reserve of all legal means required because of extreme urgency, including in this case summary proceedings in court. The Parties undertake to organize a consultative meeting within 10 calendar days of receiving a registered letter in which the dispute is raised by one of the Parties. If the Parties cannot reach agreement within 30 calendar days of that first meeting, Art. 13.2 of the General Terms & Conditions applies.

13 Contact persons

13.1. Both parties shall keep the contact details up to date throughout the validity of the contract, by exchanging the filled out template in Annex 16. These exchanges and updates can be done via e-mail.

13.2. All contacts between the BSP and ELIA regarding the present General Framework should take place between the persons designated in Annex 16.

Drawn up in Brussels in duplicate, with each Party declaring having received an original copy.

ELIA System Operator S.A., represented by:

Patrick De Leener
Chief Officer Customers, Markets & System

Date:

Chris Peeters
Chief Executive Officer

Date:

[BSP name] represented by:

Name:
Position:
Date:

Name:
Position:
Date:

Annex 1. **PROCUREMENT OF TERTIARY CONTROL POWER (ANNEX FOR R3 BY CIPU TECHNICAL UNITS AND R3 BY NON-CIPU TECHNICAL UNITS)**

CONTENT

PRIOR TO PARTICIPATION IN PROCUREMENT - CONCLUSION OF A CONTRACT

As stated in Art. 4.2 of the General Framework Agreement, only BSPs with a valid General Framework for Tertiary Control Power are allowed to participate in Short Term procurement of R3.

Step 1: become a qualified BSP

Prior to the signature of the Contract, a party should apply to become a selected BSP.

A candidate BSP can apply by submitting a completed application form and the required documents for the applicable service to ELIA. The application form can be found on the ELIA website or requested via email to “contracting_AS@ELIA.be.

The deadline for application takes place one month before the deadline of the signature of the Contract.

Step 2: sign the General Framework

In order to participate in a Short Term auction, the General Framework should be signed at the latest the day before the BSP can start submitting Capacity Bids. The deadline for signature in order to be allowed to participate for Delivery Period P, is the day before start of period P-1 (prior to process step A1 as described below).

Step 3: prequalify the Pool

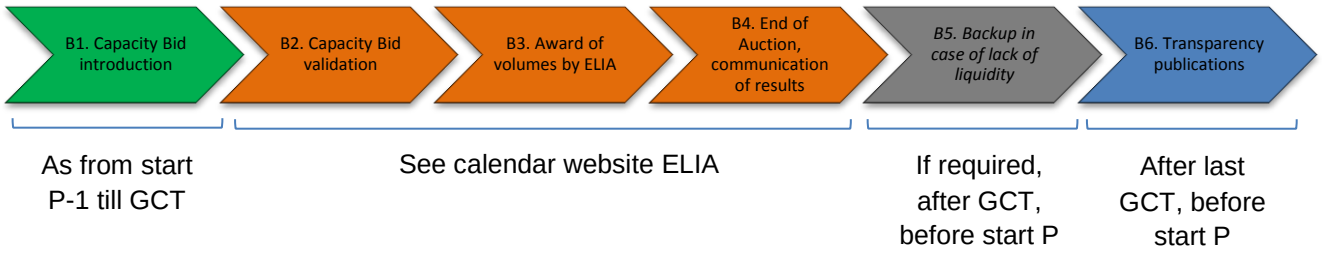
Prior to first participation to the auction, any BSP who wants to offer needs to perform a Simulation Test as per Annex 13.

A. PROCUREMENT PROCESS

0. Procurement Calendar

A calendar indicating the delivery period and the deadline to submit Capacity Bids (hereinafter referred to as “gate closure time(s)” or “GTC”) is published on the ELIA website.

In case of a change in the calendar, the BSP will be informed via email to the contact details for auctions & contractual matters, listed as contact in respect with Art. 13.



1. Capacity Bid introduction

When?

As of a new delivery period starts, the Bidder can start to make Capacity Bids for the next delivery period. The Capacity Bids have to be introduced before GCT (Gate Closure Time).

What & How?

- When the gate is open, new Capacity Bids can be introduced and already created Capacity Bids can be modified or cancelled, regardless of their status.
- The minimum size of a Capacity Bid is 1MW. The granularity of the Capacity Bids is also 1MW (no number after the decimal).
- When a new Capacity Bid is created it automatically has status 'Received'.
- The complete set of Capacity Bids must be in respect with the Bidding Obligations for Capacity Bids as described in section B of this Annex. When this is not the case, the entire set of Capacity Bids will automatically be rejected at GCT. More details on the validation and the rejection of the bids can be found on the ELIA website (document "STAR Auction Rules").
- The BSP can combine R3 Standard and R3 Flex in one Capacity Bid.
- The BSP makes the best effort (not being unreasonable) to offer all of its available prequalified capacity.
- ELIA may request supplementary information or a justification for certain Capacity Bids via the communication channels described in the auction manual published on the ELIA website.
- A log of the communications will be held at all times so that traceability is guaranteed. The log and the key facts are reported by ELIA to CREG.
- Auction participants remain fully responsible for their Capacity Bids.
- Bids are a firm commitment at GCT and must remain firm until the end of the auction. A BSP shall not use the offered capacity in any way until he has been notified of the outcome of the tender or until the deadline for communication has passed.
- Capacity Bids are to be made in the tool STAR. The manual for the tool is published on the ELIA website.

2. Capacity Bid validation

When?

After GCT, no new Capacity Bids can be introduced, nor can existing Capacity Bids be modified or cancelled.

What?

The entire set of Capacity Bids will be evaluated with regard to the respect of the Bidding Obligations for Capacity Bids as described in section B of this annex. In case of non-respect with the Bidding Obligations for Capacity Bids, certain Capacity Bids and/or the entire set of Capacity Bids can automatically be rejected (Status "rejected").

The permitted number of Capacity Bids is unlimited.

How?

An automatic process is implemented to check if the Capacity Bid set respects the binding Bidding Obligations for Capacity Bids, as described in section B:

- If the Capacity Bids respect the Bidding Obligations for Capacity Bids Bidding Obligations for Capacity Bids, the status changes to 'Checked';
- If the Capacity Bids do not respect the Bidding Obligations for Capacity Bids, the status changes to 'Rejected' for all concerned Capacity Bids.

In addition, ELIA manually checks feasibility and consistency of the 'Received' Capacity Bids; following this process, the status of a Capacity Bid is changed to 'Accepted' or 'Rejected'. Rejection of a Capacity Bid or a set of Capacity Bids is limited to cases when:

- Such Capacity Bids or group of Capacity Bids show manifest errors or inconsistencies, and after consultation of the bidder via the comment box.
- The Bidding Obligations for Capacity Bids are not respected.

More details on the validation and the rejection process of the bids can be found on the ELIA website (document "STAR Auction Rules").

3. Award of Volumes by ELIA

When?

After GCT, no new Capacity Bids can be introduced, nor can existing Capacity Bids be modified or cancelled.

What & How?

ELIA selects the technico-economical optimal set of Capacity Bids (entirely or partially), amongst the Capacity Bids with the status "Validated", following the award criteria as described in Annex 1C.

4. End auction & communication of the auction results

What & How?

- When ELIA ends the auction, the status of the retained Capacity Bids changes to "Retained". The status of the other Capacity Bids remains unchanged (Accepted or Rejected).
- All bidders receive an email to inform that the auction ended and can consult if and which volume of his Capacity Bids has been retained in the auction overview.
- ELIA publishes the required information as described in section 1D "Transparency" of this Annex.

5. Backup procedure in case of insufficient volume.

In case insufficient volumes R3 are offered to ELIA in procurement procedure, ELIA will award the maximum possible offered volume.

ELIA will organize a second auction for the remaining volume, in which ELIA will request all BSPs to make extra volume available.

6. Transparency publications

When?

Between the end of the auction and the start of the delivery period P.

What & How?

The aggregated and anonymous results are published on the ELIA's website. (http://www.elia.be)

B. AUCTION RULES & BIDDING OBLIGATIONS FOR CAPACITY BIDS

0. Introduction

In order to be able to find a valid combination of Capacity Bids, complying with the volume ELIA procures and in order to guarantee an optimal solution which minimizes overall reservation procurement costs, ELIA should dispose of as many Capacity Bids as likely possible. Not only will this improve ELIA's chances to find an optimal solution and possibly avoid iteration & renegotiation, it will also improve the reserve BSP's chances of being selected for a certain Capacity Bid.

Besides the guarantee for ELIA to be able to find the optimal solution, it's important to assure a level playing field for all BSPs.

To allow ELIA to achieve the latter, the BSPs participating in an auction must respect the minimum 'Bidding Obligations for Capacity Bids' and should be aware of how Capacity Bids are treated by ELIA (the auction rules).

Capacity bids with a status "rejected" will not be considered in the checks for the Bidding Obligations for Capacity Bids and the application of the auction rules.

This Chapter describes these obligations, how Capacity Bids are interpreted and how Capacity Bids are attributed.

When submitting Capacity Bid a BSP will have to provide at least the following information in STAR:

- Capacity Bid number – unique identifier, automatically assigned
- Contract Type – R3 CIPU, R3 non-CIPU
- Volume per R3 Service Type (Standard R3 - Flex R3) [MW] – the offered volume(s)
- Price per R3 Service Type (Standard R3 - Flex R3) [€/MW/h] – the unit price per R3 Service Type for the offered volume(s)
- Tariff Period – the Tariff Period in which the Capacity Bid is valid
- Divisibility of a Capacity Bid – can an offered volume be divided by ELIA at the same unit price.
- Combinability of Capacity Bids via "May not be combined with"

More information on how to submit the information can be found in the manual published on the ELIA website.

1. Combinability of Capacity Bids

For all BASE Capacity Bids: <u>All</u> Capacity Bids with tariff period BASE are considered as not combinable with other Capacity Bids with the tariff period BASE. Consequently, in BASE, a BSP should submit Capacity Bids for an increasing volume.

For all Peak/Long-Off peak Capacity Bids: The BSP is free to set the combinability (or may not be combined with).

Example: A BSP wishes to offer 2 blocks of 5MW BASE to ELIA.

ELIA expects a Capacity Bid for 5MW and a Capacity Bid for 10MW (2 combinable Capacity Bids for 5MW is not allowed in BASE).

It is allowed to submit Capacity Bids for PEAK/LONG OFFPEAK that are combinable or not combinable with these BASE Capacity Bids.

2. Obligations regarding the volumes to be offered (**obligations 1, 2 and 3**)

The obligations described under obligations 1 and 2 are only applicable to BASE (Tariff Period) Capacity Bids.

The following obligations are the minimum obligations to be respected for each Service Type. ELIA invites every BSP to submit more Capacity Bids in order to increase the possibility to be retained in the optimal selection.

Obligation 1 – Smallest offered volume

The smallest offered volume should not exceed following volumes:

- R3 CIPU (Standard & Flex): the Pmin of the unit with the second smallest Pmin listed in the dedicated Annex.
- R3 non-CIPU (Standard & Flex): 10 MW

Capacity Bids for a smaller volume are allowed and strongly encouraged! The obligation applies for individual bids of all Tertiary Control Service Types as well as for combined offers of Standard Tertiary Control Power and Flex Tertiary Control Power.

Obligation 2 – Volume Increments

When sorting the Capacity Bids in terms of offered volume, the difference between 2 Capacity Bids can be at maximum:

Product Type	Max Step [MW]
R3 Standard	10 MW
R3 Flex	10 MW

Table 1

The obligation applies for individual bids for all Tertiary Control Service Types as well as for combined Capacity Bids of Standard Tertiary Control Power and Flex Tertiary Control Power.

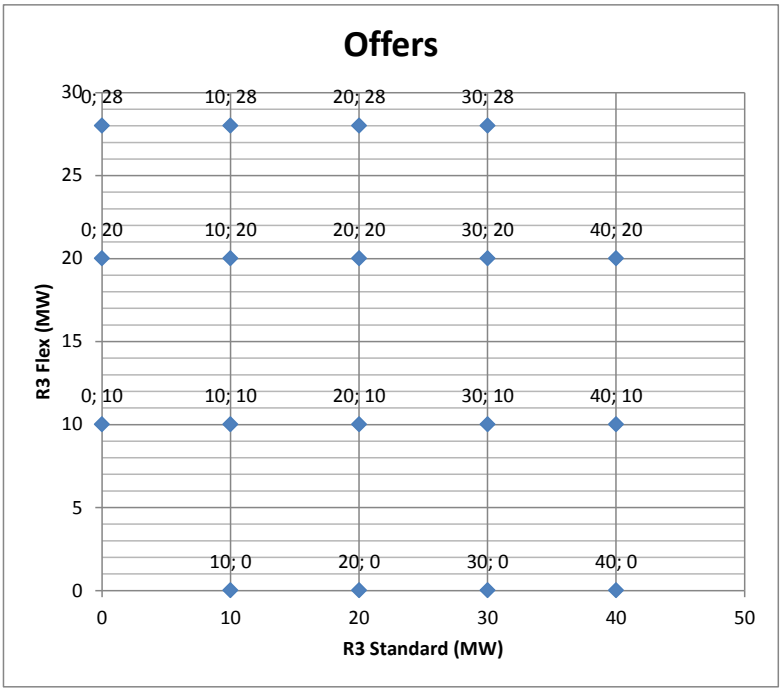
In case of combined Capacity Bids R3 Standard and R3 Flex, the maximum increments should be respected for one R3 Service Type for all Capacity Bidswith the same amount of the other R3 Service Type:

- The difference of R3 Standard volume between 2 Capacity Bids combined with the same volume of R3 Flex, can be maximum the volume as defined in Table 1.
- The difference of R3 Flex volume between 2 Capacity Bids combined with the same volume of R3 Standard, can be maximum the volume as defined in Table 1.

Example

If a BSP wishes to offer 40 MW of R3 Standard and 28 MW of R3 Flex with a maximal total volume of 60 MW, he must at minimum offer the following set:

Offer Number	Standard R3	Flex R3
	Offered Volumes (MW)	Offered Volumes (MW)
1	0	10
2	0	20
3	0	28
4	10	0
5	10	10
6	10	20
7	10	28
8	20	0
9	20	10
10	20	20
11	20	28
12	30	0
13	30	10
14	30	20
15	30	28
16	40	0
17	40	10
18	40	20



Obligation 3 – Base offer available

When offering both in PEAK and LONG OFF-PEAK, the BSP must submit a BASE Capacity Bid, while respecting the obligations below, for a volume that is at least minimum of the maximum volume offered in PEAK and the maximum volume offered in LONG OFF-PEAK.

Consequences of non-respect
In case a BSP does not respect the obligations, all his Capacity Bids will be rejected at gate closure time/deadline to submit Capacity Bids.

3. Divisibility of Capacity Bids

For all Capacity Bids

The BSP can make a Capacity Bid divisible, meaning that ELIA can retain a volume between 1MW and the offered volume with a granularity of 1MW, or not divisible.

4. Obligations regarding the total costs of Capacity Bids (**obligation 4**)

Obligation 4 – Total cost check

The total cost (unit price × volume) of the smallest volume that can be retained resulting from a Capacity Bid, should never exceed the total cost of the smallest volume that can be retained from a Capacity Bid with a larger offered volume.
The obligation applies for individual BASE Capacity Bids for all R3 Service Types as well as for combined BASE Capacity Bids of Standard Tertiary Control Power and Flex Tertiary Control Power. In case of combined Capacity Bids for R3 Standard and R3 Flex, the check is performed while keeping the volume of one R3 Service Type constant and varying the volume of the other R3 Service Type.

Consequence of non-respect

In case of a non-respect with obligation 4 - a smaller volume at more expensive in total cost – only the applicable Capacity Bid(s) will be rejected.

In case this lead to a non-respect with the obligations 1 and/or 2 regarding to the volume as described in this annex, the entire set of Capacity Bids will be rejected.

Example:

If a BSP wishes to offer 40 MW of R3 Standard and 28 MW of R3 Flex, he should respect the bidding obligation regarding the total cost check. Table 2 presents a Capacity Bid set that is in line with the Bidding Obligations for Capacity Bids. Table 3 shows an offer set for which the total cost check of Capacity Bid 7 is lower than the total cost check of Capacity Bid 5. In consequence, obligation 4 is no longer respected and Capacity Bid 7 will be rejected. The remaining Capacity Bids will also be rejected as they do not satisfy anymore bidding obligation 2.

Offer Number	Standard R3 (MW)	Unit Price (€/MW/h)	Flex R3 (MW)	Unit Price (€/MW/h)	Total Cost (€/h)
1	0	0	10	3	30
2	0	0	20	2	40
3	0	0	28	1,8	50,4
4	10	5,1	0	0	51
5	10	4,5	10	2,5	70
6	10	3,2	20	2	72
7	10	2,7	28	1,9	80,2
8	20	4,2	0	0	84
9	20	3,5	10	2	90
10	20	3,4	20	1,8	104
11	20	3,2	28	1,7	111,6
12	30	3,8	0	0	114
13	30	3,4	10	1,8	120
14	30	3,2	20	1,7	130
15	30	3,1	28	1,6	137,8
16	40	3,7	0	0	148
17	40	3,5	10	1,8	158
18	40	3,2	20	1,7	162

Table 2

Offer Number	Standard R3 (MW)	Unit Price (€/MW/h)	Flex R3 (MW)	Unit Price (€/MW/h)	Total Cost (€/h)
1	0	0	10	3	30
2	0	0	20	2	40
3	0	0	28	1,8	50,4
4	10	5,1	0	0	51
5	10	4,5	10	2,5	70
6	10	3,2	20	2	72
7	10	2,4	28	1,5	66
8	20	4,2	0	0	84
9	20	3,5	10	2	90
10	20	3,4	20	1,8	104
11	20	3,2	28	1,7	111,6
12	30	3,8	0	0	114
13	30	3,4	10	1,8	120
14	30	3,2	20	1,7	130
15	30	3,1	28	1,6	137,8
16	40	3,7	0	0	148
17	40	3,5	10	1,8	158
18	40	3,2	20	1,7	162

Table 3

C. AWARD CRITERIA

When retaining Capacity Bids, ELIA will:

- retain the combination of Capacity Bids that lead to a minimal total reservation procurement cost,

while

- retaining at least Required R3 Volume per Service Type as specified in the Dossier Volumes, (the contracted R3 must at all times be at least the requested volumes);
- respecting the auction rules (divisibility) set forth in section B of this Annex;
- only considering non-rejected Capacity Bids;
- respecting constraints set by the BSP in terms of combinability and divisibility.

In case an alternative optimum exists the following criteria will successively be applied to determine the solution:

1. maximizing the retained volume of R3 Standard[2]
2. maximizing overall retained volume of R3[1]
3. maximizing the number of retained bidders
4. maximizing the equal distribution of the volume amongst all retained bidders.

D. TRANSPARENCY

At the moment of the conclusion of the Contract, ELIA foresees to publish aggregated anonymous results of the auctions on its website.

[2] at BASE equivalent

Annex 2. TEMPLATE FOR THE LIST OF R3 DELIVERY POINTS

Name: [BSP]

Version: [date submission BSP]

Validity Period: [start] – [end]

In accordance with Art. 3.2 the BSP must declare the Delivery Points on which he will make the R3 available.

The Delivery Points must be in respect with all the conditions set forth in Art. 3.2 and 3.3 and detailed in Annex 4 of the General Framework Agreement.

This list must be presented by the BSP to ELIA and must be agreed between both Parties.

Updates of this list must be exchanged, following the rules set forth in Art. 3.6.c, and agreed upon via email to the contracting responsible as per Art. 13 and to contracting_AS@ELIA.be).

The fact of being listed in the present Annex does not constitute a right of access for the said Delivery Points or Access Points.

A. LIST OF DELIVERY POINTS & TECHNICAL DATA

Delivery Point Name + EAN[1]	Type (TSO, Submeter, CDS)	Grid User Concerned	Unsheddable Margin[2] [MW]	$DP_{R3,max}$[MW]	$DP_{R3,cb}$[MW]	Participation to Standard Tertiary Control	Delivery Point approved by ELIA **(to be completed by ELIA)**
						[X]	[X]
						[ ]	[ ]
						[ ]	[ ]
						[ ]	[ ]
						[ ]	[ ]
						[ ]	[ ]
						[ ]	[ ]
						[ ]	[ ]
						[ ]	[ ]
						[ ]	[ ]

[1]**Identification rules for the different Delivery Point (DP):**

- If the Delivery Point is an Access Point to the ELIA grid, Delivery Points' name and EAN are equal to the Access Points' name and EAN mentioned within the Grid User Declaration.
- If the Delivery Point is another point within the electrical facilities of a grid user downstream of an Access Point connected to the ELIA Grid, (Submetering Delivery Point), the Delivery Points' name and EAN are equal to the Delivery Points' name and EAN mentioned within the Submeter Technical Info Checklist;
- If Delivery Point is a point within a CDS connected to the ELIA Grid the Delivery Points' name and EAN are equal to the Delivery Points' name and EAN mentioned within the in CDSO Declaration.

[2]**Rules for the Unsheddable Margin:**

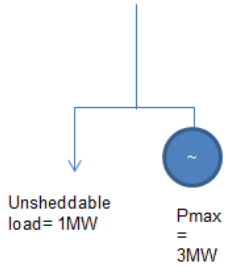
The sign of the Unsheddable margin is positive in case of a minimum offtake and negative in case of a maximum injection.

Example:

A Delivery Point has a base load consumption that can be lowered to a minimum of 1MW. In parallel there is also a backup generator that can generate a maximum of 3MW behind the same Delivery Point.

In this case the Unsheddable Margin for the Delivery Point is 1MW (unsheddable load) – 3MW (maximum production) = -2MW.

When the load behind the Delivery Point is at its lowest level and the backup generator is at its maximum production (Pmax), the Power measured at the Delivery Point is -2 MW (net injection of 2 MW), In these circumstances 0MW of Tertiary Control Power is available or can be activated.



[3] $DP_{R3,cb}$ should always be lower or equal to $DP_{R3,max}$.

B. GRID USER DECLARATIONS (ONLY ELIA CONNECTED DELIVERY POINTS)

As described in Annex 4 of the General Framework

C. CDSO DECLARATION (ONLY FOR CDS DELIVERY POINTS)

As described in Annex 4 of the General Framework

D. SIGNED BSP-DSO CONTRACT (ONLY FOR DSO DELIVERY POINTS)

Only in case of Delivery Points connected to the DSO grid

E. SUBMETER TECHNICAL INFO CHECKLIST (ONLY FOR SUBMETERING DELIVERY POINTS)

As described in Annex 4 of the General Framework

F. TECHNICAL EXPLANATION FOR STANDARD TERTIARY CONTROL

To be completed only if the BSP provides Standard Tertiary Control. The BSP must provide qualitative information on how Standard Tertiary Control is performed and supplied for 8 consecutive hours.

G. BASELINE CHOICE

The chosen Baseline applies to all Delivery Points and all Service Types of Tertiary Control.

BSP Name	
Baseline	**BSP's choice**
Last QH	[ ]
High X of Y	[ ]

H. R3MAX,FLEX, R3MAX,STD AND R3MAX

This table is filled by ELIA.

BSP Name	R3max,Flex [MW]	R3max,Std [MW]	R3max [MW]
Value in MW			

Annex 3. PROCEDURE FOR BSP ACCEPTANCE

This annex describes all the conditions to be fulfilled in order to participate in Tertiary Control Service by non-CIPU Technical Units.

The BSP engages to execute the fulfillment of all conditions to ELIA by making a Capacity Bid of Tertiary Control Service by non-CIPU Technical Units to ELIA.

Additionally, because of the importance on the Balancing Services, ELIA must be assured that the BSP meets the organizational requirements and that the Delivery Point(s) meet the technical requirements in order to be able to deliver the contracted service.

The BSP shall contact ELIA for the practical organization of the tests described in this Annex.

The tests shall not jeopardize the ELIA Grid or any Public Distribution Grid security.

A. DESIGNATION OF AN ARP_{BSP}

In accordance with Art. 3.1, the BSP designates to ELIA the ARP_{BSP} that will be representing him for the provision of the Service by submitting the following template document completed and signed by the concerned ARP_{BSP}:

> [ARP_{BSP} Company] validly represented by Mr/Mrs [Name] in his/her quality as [Function] (hereinafter "The ARP_{BSP}") hereby confirms to ELIA that he will be representing [BSP Company] validly represented by Mr/Mrs [Name] in his/her quality as [Function] (hereinafter "The BSP") for the provision of the Tertiary Control by non-CIPU Technical Units as described in the General Framework for Tertiary Control by non-CIPU Technical Units. This agreement is valid from DD/MM/YYYY to DD/MM/YYYY. The ARP_{BSP} also confirms holding a valid ARP contract with ELIA during the period of validity of this agreement. Any Party of this agreement has the right to terminate the agreement unilaterally by simple notification to ELIA and the other Party. Termination of the agreement will become effective 10 working days after reception by ELIA of a registered letter.

B. COMMUNICATION TESTS

The BSP and ELIA will check together before the start of delivery:

- IT communication

  The BSP must be able to receive and interpret the signals as defined in Annex 6.
- In case that the organization requirements are not fulfilled, ELIA and the BSP will make their best effort to identify the source of the failure and the BSP is expected to solve the source of the failure.
- Any costs linked to the tests are born by the BSP;

Annex 4. PROCEDURE FOR DELIVERY POINT ACCEPTANCE

This annex describes all the conditions to be fulfilled by a Delivery Point in order to participate in Tertiary Control Service by non-CIPU Technical Units.

A. GRID USER DECLARATION

ELIA must receive the proof that the Grid User has signed without reserves the Grid User Declaration containing the following clauses:

- "The Grid User Concerned hereby gives the BSP the permission to offer the Tertiary Control Power Service to ELIA as described in the General Framework Agreement for Tertiary Control Power by non-CIPU Units (hereinafter, "General Framework Agreement") concluded between the BSP and ELIA, from _____ to _____.
- "The Grid User Concerned hereby acknowledges that all given information in this Grid User Declaration is true and accurate."
- "The Grid User Concerned hereby acknowledges submitting this information for one BSP and that he will participate in the Tertiary Control Power by non-CIPU Technical Units service with only one BSP at the same time."
- "The Grid User Concerned hereby renounces any possible legal claims that he might invoke against ELIA because of the implementation of the General Framework Agreement for Tertiary Control Power. The Grid User Concerned moreover confirms to Elia that his commitment to provide Tertiary Reserve Power as stipulated in this General Framework Agreement for Tertiary Control by non-CIPU Technical Units does not breach existing contracts with third parties (with whom the Grid User has a contractual or regulated relationship, such as, but not limited to, the energy BSP of the Grid User Concerned)."
- The Grid User Concerned acknowledges that the present document is valid until either its respective expiry date or the submission by another BSP of a new Grid User declaration for the Delivery Point Concerned signed and validated by the Grid User Concerned.
- "The Grid User Concerned hereby gives explicit permission to ELIA to inform the BSP of the measurements of the Delivery Points Concerned."
- "Details of the Delivery Point Concerned:"

Deliver Point Name	Delivery Point Identification (EAN)	$DP_{R3.max}$ [MW]

B. TEMPLATE FOR THE OPT-OUT ARRANGEMENT

[Company] duly represented by Mr/Mrs *[Name]* in his/her quality as *[Function]* (hereinafter "The BSP");

[Company] duly represented by Mr/Mrs *[Name]* in his/her quality as *[Function]* (hereinafter "The ARP_{BSP}"), associated with the BSP towards ELIA according to dispositions of the General Framework for Tertiary Control by non-CIPU Technical Units (hereinafter "General Framework");

For each concerned ARP of the Delivery Point(s) concerned:
[Company] duly represented by Mr/Mrs *[Name]* in his/her quality as *[Function]* (hereinafter "ARP_{source} of the Delivery Point(s) concerned"), being a designated ARP for the Delivery Point(s) concerned according to dispositions of the Access Contract;

For each concerned Supplier of the Delivery Point(s) concerned:
[Company] duly represented by Mr/Mrs *[Name]* in his/her quality as *[Function]* (hereinafter "Supplier of the Delivery Point concerned"), being the designated Supplier for the Delivery Point(s) concerned according to dispositions of the Access Contract;

hereinafter referred to together as "Parties", jointly agree the following:

The Parties authorize the BSP to offer and deliver the Tertiary Control Power Service (hereinafter referred to as "the Service") to ELIA using all Delivery Point(s) concerned for which the BSP holds a valid Grid User Declaration for the Service.

C. TEMPLATE FOR AGREEMENT BETWEEN BSP AND SUPPLIER(S) ON THE TRANSFER PRICE FOR THE TRANSFER OF ENERGY

[Company] validly represented by Mr/Mrs [Name] in his/her quality as [Function] (hereinafter "The BSP");

For each concerned Supplier of the Delivery Point(s) concerned:
[Company] validly represented by Mr/Mrs [Name] in his/her quality as [Function] (hereinafter "Supplier of the Delivery Point concerned"), being the designated Supplier for the Delivery Point(s) concerned according to dispositions of the Access Contract;

The Supplier and the BSP declare that they have reached an agreement on the financial conditions and all related dispositions in order to implement the Transfer of Energy, as foreseen in section 7.1 and 7.2 of ToE Rules.

D. SUBMETER TECHNICAL INFO CHECKLIST (ONLY FOR SUBMETERING DELIVERY POINTS)

All Submetering Delivery Points, as well as all Delivery Points within a CDS, must be able to provide valid Submeter Technical Info Checklist.

The aim of this Submeter Technical Info Checklist is to prove that the Submeters meet the metering

The aim of this requirements imposed by ELIA in Annex 5 and give necessary information to ELIA to perform its verifications on metering requirements and data communication.

The technical requirements for Submeters as well as the Submeter Technical Info Checklist document checklist/form can be found at ELIA's website or can be requested via email to contracting_AS@ELIA.be. Provided information must comprise at least:

- Single-line diagram on which the location of the Submeters are marked
- Technical information of the Submeter(s) (accuracy class etc.)
- The metering equation used to determine the correct metering data.

The BSP declares that the metering equation is valid for the normal exploitation topology behind the Access Point (no conditional equation depending on the exploitation topology is allowed).

In case of a change in topology behind the Access Point, which impacts the metering equation, the BSP will inform ELIA immediately.

For all changes of the list of Delivery Points as described in Art. 3.2, ELIA must receive a Proof of Submeter Compliance per new Submeter at least 10 working days before the Submeter commissioning test as foreseen in section E.

E. SUBMETER COMMISSIONING TEST

The technical requirements and procedures of the Submeter commissioning test are described in the standard offer that ELIA will make for the installation of a submetering solution and which can be obtained upon request via email to wiovdsupport@ELIA.be.

The Submeter Technical Info Checklist document as foreseen in section 0 must be provided to ELIA before the Commissioning Test.

All Submetering Delivery Points which will communicate with the ELIA metering data management system via a Submeter, a GSM modem or a datalogger must pass the Submeter commissioning test performed by ELIA.

ELIA and the BSP will agree on a date for the Submeter commissioning test to be performed.

F. CDSO DECLARATION

ELIA must receive the following document signed by the CDS Operator:

Declaration by a CDS Operator

With this declaration, **[••••]**, a company incorporated under **[••••]** law, enterprise number **[••••]**, with registered office at **[••••]**, validly represented by Mr **[••••]** and Mr **[••••]**, respectively in their capacity as **[••••]** and **[••••]**, identified for the purposes hereof as '**the CDS Operator**', hereby grants

permission for the Delivery Point identified below, which is part of its CDS and the Power Measured of which the CDS Operator meters, **to participate** in the service for the delivery of Tertiary Control Power by non-CIPU Technical Units for the period **[••••]**, organised by ELIA, as defined in the General Framework Agreement for Tertiary Control Power by non-CIPU Technical Units published on the ELIA website,

In the knowledge that the Power Measured at this Delivery Point under specific circumstances and under specific conditions can be reduced and/or interrupted in order to deliver Tertiary Control Power,

In the knowledge that this Delivery Point corresponds fully or partly with the CDS Access Point of **[••••]**, a company incorporated under **[••••]** law, enterprise number **[••••]**, with registered office at **[••••]**, recognised as a User of the CDS that is managed by the CDS Operator,

And

Undertakes to conclude a cooperation agreement with ELIA in accordance with the model which can be found on ELIA's website or can be obtained upon request from ELIA and which describes the conditions for exchanging metering data between ELIA and the CDS Operator, and to do so prior to the commissioning of the Delivery Point as under the General Framework Agreement between ELIA and the Tertiary Control BSP.

And

Informs ELIA whether there is a risk of full or partial load transfer from the Delivery Point that is part of the CDS, as detailed below:

Details of the Delivery Point

CDS User	CDS Access Point	Delivery Point Identification (EAN)

Risk of full or partial load transfer (to be described by the CDS Operator):

.....
.....
.....
.....

And

Confirms that it has obtained express permission from the CDS User to send to ELIA the confidential information, including metering data (quarter-hourly values of active power) for the above-identified Delivery Point and the corresponding CDS Access Point, since such communication is necessary for the correct billing of the Tertiary Control Power service with respect to the Tertiary Control BSP, which to that end makes use of the CDS User's Delivery Point.

The Tertiary Control BSP sends this declaration by ordinary e-mail to the address Contracting_AS@ELIA.be, with a copy to the CDS Operator. The Delivery Point is only integrated into the Tertiary Control Service upon signature of this declaration.

Done in _____, on___/___/

Signature of the CDS Operator:

Name:

Title:

Signature:

Annex 5. **METERING REQUIREMENTS**

All Delivery Points must have one or several meter(s) installed that meets the following minimum requirements:

A. GENERAL METERING REQUIREMENTS FOR ALL DELIVERY POINTS

- An AMR[3] meter that can provide 15-min metering to measure Injection or Offtake of the Grid User Concerned.
- It must be possible to calculate the Power Measured based on the metering at a Delivery Point.

B. SPECIFIC METERING REQUIREMENTS FOR EACH TYPE OF DELIVERY POINT

For Delivery Points on the ELIA Grid

- Every meter for the Headmetering must be an official Headmeter approved by ELIA.

For Delivery Points on the Public Distribution Grid: described in the BSP-DSO contract

- All communications, agreements regarding the metering requirements should be discussed with the applicable DSO

For Submetering Delivery Points

- Every Submeter for the Submetering must comply with the metering requirements specified in the document "General technical requirements of the submetering solutions" published on the ELIA website and available on demand by simple email to contracting_as@elia.be

For Delivery Points within a CDS

- The CDS Operator must use the metering facilities (already) associated with Delivery Points within a CDS in relation to their invoicing obligations regarding their CDS access points.
- The metering data must be validated by the CDS Operator.

C. VALIDATION OF THE ELIA GRID SUBMETERING AND CDS METERING DATA

The metering data for day D for all Submetering Delivery Points or within a CDS will be made available by ELIA to the BSP at latest D+2 working days.

[3] Automatic Meter Reader

If the BSP does not agree he can contest the provided metering data at latest at Day D+5 working days, calendar days, for day D by means of an e-mail to system.services@elia.be. In its contestation the BSP must declare that he disagrees with the metering data, indicate the reason of contestation and provide proof that the data is incorrect.

Subject to these reasons and proof, ELIA and the BSP may agree to use adjusted metering data.

If the deadline of D+5 working days is not met or if ELIA and the BSP cannot reach an agreement, the original metering data shall be used as provided by ELIA.

Annex 6. RULES FOR THE EXCHANGE OF INFORMATION BY THE PARTIES

A. INTRODUCTION OF ENERGY BIDS

As provided by Art. 7.9, the BSP submits nomination of Energy Bids through a dedicated web-based platform put at disposal by ELIA. The user manual for this platform is available on ELIA's website or can be requested by email at contracting_as@elia.be.

The BSP is responsible for the correctness and accuracy of his Energy Bids. ELIA cannot be held responsible for any potential mistakes or errors in a bid submission.

Specifications of an Energy Bid

An Energy Bid comprises the following information:

- The offered volume in MW for each quarter hour;
- Minimum offered volume is 1 MW. In case the Energy Bid is based on more than one Delivery Point, this volume is limited to a maximum of 100 MW;
- Volume increments can be of minimum 0,1 MW;
- The activation price in €/MWh for each quarter hour. This price must be superior or equal to 0 €/MWh and inferior or equal to 13 500 €/MWh;
- The list of Delivery Points supplying this Energy Bid. For Delivery Points characterized by an EAN for injection and an EAN for offtake, the BSP should only mention the EAN for offtake.
- For the same quarter hour, a Delivery Point can only be part of one Energy Bid per type of service (i.e., R3 Standard, R3 Flex, R3NR).
- In case the Energy Bid is related to a simulation test as per Annex 13, the BSP should specify it.

In the event of a Forced Outage, the BSP immediately notifies ELIA via email to ELIA's Real-Time Operations and Contractual contact persons as per Annex 16. Additionally, the BSP submits a consequently modified intraday nomination as described hereby above.

Checks performed on an Energy Bid

ELIA will perform the following checks:

- Delivery Points mentioned in the Energy Bid must be valid (i.e. included in Annex 2A or in a BSP-DSO Contract);
- The offered volume must be inferior or equal to the sum of the $DP_{R3,max}$ of each Delivery Points;
- Once red zones are published (at 18h day-ahead), the BSP will not be authorized to introduce or increase the volume of an Energy Bid including a Delivery Point characterized by a $DP_{R3,max}$ equal or higher than 25 MW and located in one of the red zones.
- In case the BSP offers an Energy Bid with a Delivery Point combining different services (R3 Standard, R3 Flex, R3 NR), ELIA will also control the conditions for combinability as specified here above.

B. REAL-TIME COMMUNICATION

ELIA and the BSP shall exchange the following information in real time at the moment of activation:

- In order to activate or prolong an Energy Bid, ELIA will notify the BSP by an electronic message. The BSP must activate the requested volume without any further action by ELIA. In case ELIA needs to prolong the activation, ELIA will notify the BSP before the end of quarter-hour preceding the quarter-hour of prolongation and in respect with the maximal activation durations for each R3 Service Type. The BSP will then need to exchange again messages as described below for the next requested activation period.

- **Acceptation** (first acknowledgement message by the BSP)
  At the latest 3 minutes after the start of the activation or the start of the prolongation of the Energy Bid, the BSP communicates to ELIA an acknowledgement message including the list of Delivery Points and the expected volume that each will undertake to supply for the delivery of the concerned Energy Bid. The list of Delivery Points in the acceptation message is limited to the list of Delivery Points indicated in the submission of the Energy Bid as stated in Annex 6A. The BSP makes best effort to provide accurate data in this notification.

- **Confirmation** (second acknowledgement message by the BSP)
  At the latest 3 minutes after the end of each activation and prolongation, the BSP communicates to ELIA the final list of Delivery Points who performed the activation and the corresponding volume activated for each one. **This list of Delivery Points is the list that will be considered for the control of the activation**, as per Art. 7.11. In case the BSP indicates having activated 0 MW for a Delivery Point, it will not be further taken into account in the settlement of the activation.

- In case a Delivery Point is characterized by an EAN for injection and an EAN for offtake, real-time messages should only mention the EAN for offtake.

- When an electronic message sent by ELIA does not receive one of the requested acknowledgement messages (acceptation, confirmation) within the aforementioned timings (and without fault by ELIA), the activation will be considered as not compliant. Therefore penalties foreseen in Art.9 will apply.

- For each activation, ELIA will indicate in its activation message the R3 Requested and the requested activation period in respect with applicable conditions for the corresponding R3 Service Type.

- An activation ends if and only if the activation period reaches the end time specified in the electronic message sent by ELIA without any prolongation having been asked for by ELIA (by XML message), or if the maximal contractual duration of the activation is reached (in respect with durations foreseen for each R3 Service Type).

- This communication will be tested in the communication test described in Annex 3.

- The BSP may also request to receive from ELIA power measurements through its real-time connection (in case these are measured by ELIA) for Delivery Points validly

contained in Annex 2. The BSP and ELIA will sign an addendum concerning this communication.

IT solutions

- Real-time communication is performed by XML messages sent via a secured internet protocol (XML over HTTPS). The BSP must be able to receive the XML message from ELIA (i.e. HTTP Listener) and has to send a synchronous technical acknowledgement message as well as an asynchronous acknowledgement message. The asynchronous acknowledgement message must be an XML message sent to an ELIA specific internet address via a secured internet protocol (HTTPS).

- The detailed technical specification of the communication protocols can be consulted on ELIA's website or can be requested via e-mail to the contract responsible. ELIA can modify unilaterally the content of these messages and informs the BSP taking into account reasonable delay for implementation before changes become effective.

- The correct implementation of this communication and verification of its good functioning at all times are of the BSP sole responsibility.

Annex 7. EX-POST CHECK OF THE TERTIARY CONTROL POWER OBLIGATION

In accordance with Art. 7.10 the availability will be monitored each Month based on the values of Tertiary Control Power made available by the BSP to ELIA as determined in Annex 7. If ELIA establishes that the BSP has failed for a particular quarter-hour to provide at least the quantity of his Tertiary Control Power Obligations, ELIA will apply a penalty. Since this penalty applies to any R3 Missing MW, for any quarter-hour of the considered month, the number of R3 Missing MW must be determined. This annex describes the method for calculating the number of R3 Missing MW.

A. CALCULATION OF R3 MISSING MW

The quantity of R3 Missing MW will be determined for each BSP, each quarter hour as follows:

	Name	Determination: For each BSP and each QH
1a	Contracted Standard Tertiary Control	Quantity awarded in procurement
1b	Contracted Flex Tertiary Control	Quantity awarded in procurement
1c	Confirmed Transfers of Obligations R3 Standard[4]	Confirmed Transfers for Contracted Standard Tertiary Control Power, as per Annex 15
1d	Confirmed Transfers of Obligations R3 Flex[4]	Confirmed Transfers for Contracted Flex Tertiary Control Power, as per Annex 15
2	**R3_Obligation**	**= [1a + 1b + 1c + 1d]**
3	R3_mad	Quantity of R3 made available as defined per Annex 7B
4	**R3 Missing MW**	**= Max [(2 - 3) ; 0]**

This means that for each quarter hour:

1a, 1b: The quantities of Contracted Tertiary Control for each Service Type. These values are always positive or 0 (zero).

1c, 1d: Confirmed transfers of obligations as per Annex 15 are:

i. Positive (+) in case the BSP has taken over obligations **from** a Counterpart BSP

ii. Negative (-) in case the BSP has transferred obligations **to** a Counterpart BSP

2: Tertiary Control Obligations are determined as the sum of Contracted R3 of each Service Type.

3: These are the quantities of Tertiary Control the BSP had actually made available to ELIA, these values are always positive or 0 (zero)

4: The number of R3 Missing MW is considered as the difference between the R3 actually made available and the R3 Obligations:

[4] Transfer of Tertiary Control Obligations is performed per Service Type

i. Positive (+) in case the BSP has failed to comply with all his obligations for that respective direction.
ii. Zero (0) in case the BSP complies with all his obligations for that respective direction.

B. DETERMINATION OF THE R3 MADE AVAILABLE

The R3 Made Available is the minimum between R3max, the Tertiary Control Power nominated as per Art. 7.9 and the sum of the available Tertiary Control Power at each Delivery Point listed in Annex 2 or part of a signed BSP-DSO Contract, which is determined as the difference between the Power measured and the Unsheddable Margin (=available flex), capped by the $DP_{R3,max}$ of the concerned Delivery Point.

$$R3\ Mad\ (k) = \min \left\{ \begin{array}{c} R3max; \\ R3nominated(k); \\ \sum_{all\ Delivery\ Points}^{i} \left[\max \left(0\ ;\ \boldsymbol{min} \left(\begin{array}{c} DP_{R3,max}(i); \\ Pmeasured(i,k) - Unsheddable\ margin(i) \end{array} \right) \right) \right] \\ -combo * [R3NR_{Offered}(k) - R3NR_{Supplied}(k)] \end{array} \right\}$$

With:

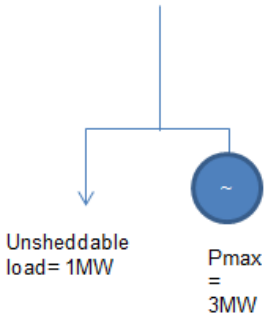
- R3max : the last updated R3max;
- R3nominated : the sum of Tertiary Control Power nominated for quarter hour k;
- Pmeasured (i,k): the Power measured for Delivery Point i at quarter hour k;
- PQP (i,k): Prequalified Power for the Delivery Point i connected to the DSO Grid at quarter hour k. In all other cases, this value is infinite;
- Unsheddable Margin (i) = Unsheddable Margin for the Delivery Point i;
- k= the considered quarter hour;
- combo : a Boolean value equal to 1 if the BSP has signed a General Framework for Tertiary Control Non-Reserved Service by Non-CIPU Technical Units provided by Delivery Points included in Annex 2A or in a DSO-BSP Contract, and 0 otherwise ;
- $R3NR_{Offered}$ (k) : Tertiary Control Non-Reserved Power offered for quarter hour k and provided by Delivery Points included in Annex 2A or in a DSO-BSP Contract;
- $R3NR_{Supplied}$ (k) : Tertiary Control Non-Reserved Power supplied for quarter hour k and provided by one or several Delivery Point(s) included in Annex 2A or in a DSO-BSP Contract.

Example

A Delivery Point has a base load consumption that can be lowered to a minimum of 1MW. In parallel there is a backup generator of 3MW behind the delivery Point.

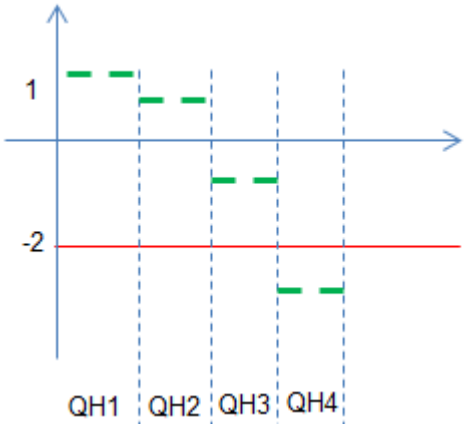
In this case the Unsheddable Margin for the Delivery Point is 1MW (unsheddable load) – 3MW (maximum production) = -2MW.

The Prequalified Power is 3MW and the R3Max is 5MW.



Depending on the Power measured, the unsheddable margin and the prequalified power, the R3mad can be determined.

In the graph below, the green line is the Power measured for the quarter hour, the red line is the unsheddable margin:



This results in the following R3mad:

	Power measured	Prequalified Power	Unsheddable margin	R3 mad
QH1	1	3	-2	**Min[5; 1-(-2)] = 3MW**
QH2	0,5	3	-2	**Min[5; 0,5-(-2)] = 2,5MW**
QH3	-1	3	-2	**Min[5; -1-(-2)] = 1MW**
QH4	-3	3	-2	**Min[5; -3 –(-2)]= -1 -> 0MW**

Annex 8. CALCULATION OF PENALTIES FOR R3 MISSING MW

In accordance with Art. 9.1, ELIA will apply a penalty if the BSP has failed, for any particular quarter-hour, to make the quantity of his Tertiary Control Power Obligations available to ELIA. Said penalty applies to any R3 Missing MW as calculated per Annex 7.

CALCULATION OF MONTHLY PENALTY

ELIA will calculate on a monthly basis the sum of penalties for all R3 Missing MW, during the concerned quarter hours:

$$P_{MonthM} = \sum_{i=k}^{m} \mathbf{5} * \boldsymbol{R3\ Missing\ MW}(\boldsymbol{i}) * \boldsymbol{Pavg}(\boldsymbol{i}) * \mathbf{1/4}$$

With:

- k: first quarter hour of the Month
- m: last quarter hour of the Month
- $P_{avg}(i)$ = The weighted average of the Price in €/MW/h of each contracted Capacity Bid for the considered quarter hour i.
- R3 Missing MW(i): R3 Missing MW for quarter hour i as calculated in Annex 7.

Annex 9. EX-POST CHECK OF THE TERTIARY CONTROL POWER SUPPLIED (ACTIVATION)

For each quarter hour of a Tertiary Control Power activation, ELIA checks the difference between:

- the R3 energy to be supplied corresponding to the R3 Requested by ELIA as determined in point A of this annex;
- the Tertiary Control Power Supplied, as determined in points B and C of this annex.

A. CALCULATION OF THE R3 TO BE SUPPLIED BY THE BSP

An activation of Tertiary Control Power is compliant if the following conditions are satisfied:

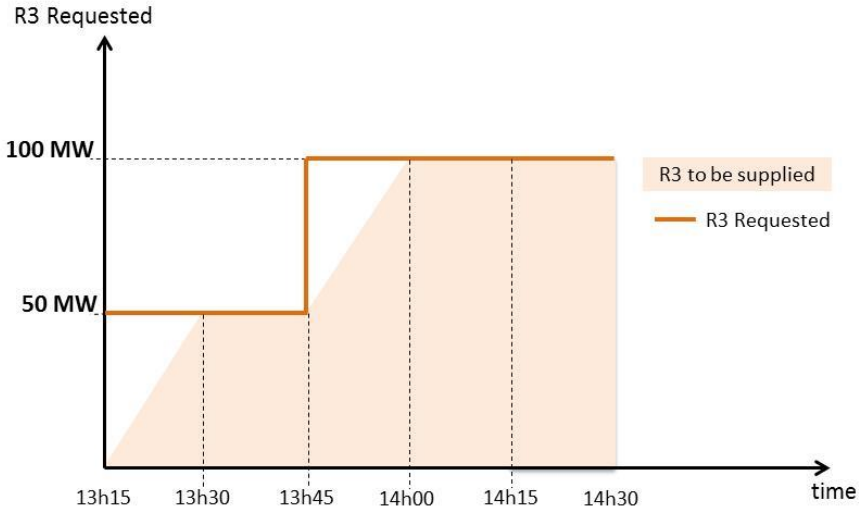
- In case the concerned quarter hour of the activation is a quarter-hour of ramp-up (e.g. 1st quarter hour of the activation), 50% of the energy corresponding to the (additional) R3 Requested by ELIA has to be supplied;
- For any other quarter-hour of an activation, the energy corresponding to the R3 Requested by ELIA has to be supplied;
- The BSP has properly executed the communications foreseen in Annex 6B.

Example

If ELIA requests an activation with respect to the table below:

Time	R3 Requested [MW]	Calculation	R3 to be supplied [MWh]
13h15 - 13h30	50,00	(50/2)*(1/4)	6,25
13h30 - 13h45	50,00	50*(1/4)	12,5
13h45 - 14h00	100,00	50*(1/4)+(50/2)*(1/4)	18,75
14h00 - 14h15	100,00	100*(1/4)	25
14h15 - 14h30	100,00	100*(1/4)	25

The R3 to be supplied should be as follows:



Case of an activation starting inside a quarter-hour

If ELIA requests the BSP to start the activation at 13h06. the BSP still disposes of 15 minutes to perform the ramp-up. In such a case, ELIA will calculate the R3 to be supplied based on a pro-rata as follows:

Time	R3 Requested [MW]	Calculation	R3 to be supplied [MWh]	Total R3 to be supplied for the QH [MWh]	Comments
13h00 -13h06	0	(50/2)*(9/15)*(1/4)	3,75	3,75	9 min of ramp-up
13h06-13h15	50				
13h15-13h21	50	(50/2)*(6/15)*(1/4)	2,5	10	6 min of ramp-up + full delivery for 9min
13h21-13h30	50	(50)*(9/15)*(1/4)	7,5		
13h30-13h45	50	(50)*(1/4)	12,5	12,5	

- From 13h00 to 13h15 : for this quarter-hour the BSP disposes of the first 9 minutes of ramp-up as the activation starts on 13h06.
- From 13h15 to 13h30: for this quarter-hour, the BSP still disposes of 6 minutes to finish the ramp-up (i.e. until 13h21).

B. R3 SUPPLIED - SIMPLE CASE WITH NO COMBO

The Tertiary Control Power Supplied by one Delivery Point during quarter hour i is the difference between:

- The reference value (Baseline): this value is defined by the baselining method, as provided by Annex 12, chosen by the BSP (being “Last QH” or “High X of Y”).
- The Power measured during the considered quarter hour i.

In case none of the Delivery Points of the Energy Bid activated by ELIA is involved in another Energy Bid activated at the same time (i.e. no combo), the R3 supplied is determined as follows:

$$R3\ Supplied\ (k) = min\left\{\begin{array}{c} R3\ Requested\ (k); \\ \sum_{Delivery\ Points} \min\left[DP_{R3,max}\ (i); Baseline(i,k) - Pmeasured(i,k)\right] \end{array}\right\}$$

With:

- Pmeasured(i,k): the Power measured at the considered Delivery Point i at quarter hour k. (injection is considered as negative)
- Baseline(i,k): Baseline for the considered Delivery Point i at quarter hour k.
- Delivery Points = Delivery Points listed in the confirmation message to the activation request sent by the BSP to ELIA. Those Delivery Points should always be part of the list in Annex 2 or in a BSP-DSO Contract. In case the confirmation message has not been sent by the BSP, ELIA will compute the R3 supplied based on the acceptation message.

C. R3 SUPPLIED - CASE WITH COMBO

In case one or more Delivery Points have supplied multiple Energy Bids for the same quarter hour, ELIA will use an specific allocation algorithm to determine the energy supplied for each service (i.e., R3 Std, R3 Flex and R3NR).

ELIA will allocate the energy supplied with respect to the following priority:

1. Tertiary Control Power Non-Reserved (R3 NR);
2. Standard Tertiary Control (R3 Std);
3. Flex Tertiary Control (R3 Flex).

For each quarter hour, the allocation algorithm is based on the following principles:

1. The Delivery Points are sorted in Delivery Points supplying only one service and Delivery Points supplying multiple services;
2. The total energy supplied per each Delivery Point is determined;
3. For Delivery Points supplying only one service, the energy is allocated to the corresponding service;
4. The energy supplied by Delivery Points implied in a combo is allocated to the different services while respecting the priorities mentioned above.

Illustration of the allocation algorithm

The allocation algorithm is illustrated by an example. Suppose that ELIA requests for the same quarter hour k the activation of 3 Energy Bids, detailed in the table below. The BSP supplies these Energy Bids with 7 Delivery Points as described in the table below.

	ELIA requests	BSP supplies as follows						
		DP1	DP2	DP3	DP4	DP5	DP6	DP7
R3 NR [MW]	10		x	x	x		x	x
R3 Std [MW]	10		x	x		x		
R3 Flex [MW]	10	x	x		x			
Total Energy supplied per DP [MW]		5	7	3	6	5	5	6

Step 1 – Determining energy supplied by Delivery Points

For quarter hour k, ELIA determines the energy supplied by each Delivery Point i based on the formula:

$$Energy\ supplied\ DP_i(k) = \ min\left\{\begin{matrix} DP_{R3,max}\ (i) \\ Baseline(i,k) - Pmeasured(i,k) \end{matrix}\right\}$$

With:

- Pmeasured(i,k): the Power measured at the considered Delivery Point i at quarter hour k. (injection is considered as negative)
- Baseline(i,k): Baseline for the considered Delivery Point i at quarter hour k.

Step 2 – Allocation of the volumes between each service

First ELIA allocates the volumes of the Delivery Points supplying only one service to the corresponding service as follows :

	R3 Non-Reserved Supplied	
1	Identify Delivery Points only supplying R3 NR and allocate supplied energy to R3 NR	• E_DP6 = 5 MW • E_DP7 = 6 MW
2	Determine remaining energy to be supplied for R3 NR	• Ereq,R3NR - E_DP6 - E_DP7 = 10-5-6 = -1 MW (overdelivery)
3	Apply pro-rata allocation in case of overdelivery	• Eoverdelivery,R3NR = (E_DP 6 + E_DP 7) - Ereq,R3NR = 11-10 = 1 MW • E_DP 6,R3NR = 5 – 1 * 5/11 = 4,55 MW • E_DP 7,R3NR = 6 – 1 * 6/11 = 5,45 MW
4	Determine the excess energy for Delivery Points supplying multiple products	• E_DP2 - E_DP2,R3NR = 7 – 0 = 7 MW available for R3 Std and R3 Flex • E_DP3 - E_DP3,R3NR = 3 – 0 = 3 MW available for R3 Std • E_DP4 - E_DP4,R3NR = 6 – 0 = 6 MW available for R3 Flex
	R3 Standard Supplied	
1	Identify Delivery Points only supplying R3 Std and allocate supplied energy to R3 Std	• E_DP5 = 5 MW
2	Determine the remaining energy to be supplied for R3 Std	• Ereq,R3std – E_DP5 = 10 – 5 = 5 MW
3	allocate supplied energy by Delivery Points supplying R3 NR and R3 Std	• E_DP3 (after R3NR allocation) = 3 MW = E_DP3,R3std
4	Determine the remaining energy to be supplied for R3 Std	• Ereq,R3Std - E_DP5 - E_DP3 = 10 - 5 - 3 = 2 MW
5	Allocate supplied energy by Delivery Points supplying R3 Std and R3Flex or R3 NR, R3 Std and R3Flex	• E_DP2 (after R3 NR allocation) = 7 MW ==> E_DP2,R3std = 2 MW • E_DP2 - E_DP2,R3NR - E_DP2,R3std = 7-0-2 = 5 MW available for R3 Flex
	R3 Flex Supplied	
1	Identify Delivery Points only supplying R3 Flex and allocate supplied energy to R3 Flex	• E_DP1 = 5 MW
2	Determine the remaining energy to be supplied for R3 Flex	• Ereq,R3flex - E_DP1 = 10 – 5 = 5 MW
3	allocate supplied energy by Delivery Points supplying R3 NR and R3 Flex or R3 NR, R3 std and R3 Flex	• E_DP2 - E_DP2,R3NR - E_DP2,R3Std = 7 – 0 – 2 = 5 MW • E_DP4 - E_DP4,R3NR = 6 – 0 = 6 MW
4	Determine the remaining energy to be supplied for R3 Flex	• Ereq,R3flex - E_DP1 - E_DP2,R3flex - E_DP4,R3flex = 10-5-5-6 = -6 MW
5	Apply pro-rata allocation in case of overdelivery	• E_DP2,R3flex = 5 – 6 * 5/11 = 2.27 MW • E_DP4,R3flex = 6 – 6 * 6/11 = 2.73 MW

Annex 10. **PENALTY CAP**

MONTHLY CAP

$$Monthly\ cap = Monthly\ Remuneration$$

Where Monthly Remuneration is the total Tertiary Control reservation remuneration of Month M.

Annex 11. **APPROPRIATION STRUCTURE**

Name	Imputation	Remuneration
Tertiary non-CIPU – reservation	910848	Tertiary Control Reservation
Tertiary non-CIPU - Penal missing MW	908902	Penalty for R3 Missing MW
Tertiary non-CIPU - activation	912280	Tertiary Control activation

Annex 12. BASELINING METHOD

A. CHOICE OF BASELINING METHOD

The BSP can choose the baselining method that fits best with his Pool. This method will be unique for the entire Pool delivering Tertiary Control by non-CIPU Technical Units and will be applied to all Service Types of Tertiary Control by non-CIPU Technical Units. The Baseline chosen by the BSP is indicated in Annex 2.

The following Baselines are available:

- **Last QH:** the reference is the power measured during the quarter hour preceding the quarter hour in which the activation notification of Tertiary Control was received. In case the Delivery Point is already activated for Tertiary Control or for Tertiary Control Non-Reserved Power for the considered quarter hour then the reference is the power measured during the first quarter hour for which the Delivery Point has not been activated and preceding the quarter hour in which the first activation notification was received;
- **High X of Y**: the reference is based on the method described in hereunder in section B.

In case of a Pool including at least one Delivery Point also included in a General Framework for Tertiary Control Non-Reserved Service by Non-CIPU Technical Units, the Baseline "Last QH" is imposed for Tertiary Control by non-CIPU Technical Units in order to allow simultaneous supply of both Services.

B. "HIGH X OF Y" BASELINING METHOD

1. Selection of Representative Days

Representative Days are all days in the past of the same type as day A where the activation occurs for which the offtake (or injection) is not influenced by an unforeseen or unusual event. Representative Days are divided in two categories:

- Working Day;
- Week-end and bank holiday: all days that are not working days.

By default, all days of the year are considered as representative days of one category, except days on which a demand response event has occurred upon request of ELIA.

The BSP may ask to exclude one (or more) days of the representative days at the following conditions only:

- The request is sent by e-mail to the contact persons designated in Annex 16 at the latest 2 working days;
- The request is motivated and justified by the BSP;
- The justification must correspond to one of the following list:
  i. An activation of any Balancing Service to which the Delivery Point participated
  ii. A "Force Majeure" as described in Art. 7 of the General Conditions
  iii. A planned or unplanned maintenance of the non-CIPU Technical Unit
  iv. Holidays or closing period that differ from the past

The BSP has the possibility to add an additional category of representative days dedicated to the Mondays in case they present a different behavior than other weekdays. In order to add this special representative day category, an explicit request of the BSP must be sent by e-mail to ELIA directed to the contact persons designated in Annex 16.

2. Principles

The following principle is applied to calculate the Baseline:

- For any Delivery Point the Baseline is based on historical metering data of the considered Delivery Point as per “High X of Y” method.

For an activation with a duration D on a day A the Baseline is established as follows:

2.1 Identification of reference days

This step consists of identifying X days for which quarter hour metering data of the Delivery Point will be used to calculate the Baseline.

Those X days are retained between Y last Representative Days of the same category as day A (see point A of this Annex). They correspond to the X days for which the average consumption (then injection) of active power over the 4 hours following the requested delivery time by ELIA is the highest (lowest).

.

X and Y for each category of representative days are defined as presented in table 1.

Category of representative days	X	Y
Working Days	4	5
Week-end/bank holiday	2	3
Mondays (only upon explicit request by the BSP)	2	3

Table 1

2.2 Baseline profile

This step is dedicated to the calculation of the Baseline value for each quarter hour of the period D. This value is the average of the X values of active power of the considered Delivery Point, measured at the same quarter hour of the X representative days.

2.3 Adjustment of the Baseline level (uncapped symmetric additive)

At this stage, the profile of the Baseline computed following point 2 above is adjusted with respect to the average of consumption/injection of the Delivery Point measured during the 3 hours preceding the activation request by ELIA.

For each quarter hour value of the Baseline computed, an adjustment factor (negative or positive) is applied. This adjustment factor is equal to the difference between the average of consumption/injection of the concerned Delivery Point during the 3 hours preceding the activation request by ELIA and the average of consumption/injection for the corresponding hours of the X representative days.

Annex 13. SIMULATION TEST

The outcome of the Simulation Test determines the maximal Tertiary Control Power of each Service Type that can be offered in the procurement process, being:

- R3max,std (MW) for the Standard Tertiary Control
- R3max,flex (MW) for the Flex Tertiary Control
- R3max (MW) which is the maximum between R3max,std and R3max,flex

R3max,flex is equal or superior to R3max,std as the entire volume of Standard Tertiary Control can also be offered as Flex Tertiary Control. The simulation test is based on quarter-hour metering data.

The simulation test is mandatory:

- before first participation of a BSP to the auctions;
- to update R3max,std and/or R3max,flex;
- to modify the Baseline.

The pattern of the simulation test is determined by the R3 Service Type(s) that the BSP wishes to offer: Standard Tertiary Control, Flex Tertiary Control or both of them.

1. Organization

The simulation test is realized upon BSP's request by submitting an updated list and specifying the Baseline based on the template in Annex 2 via e-mail to the contractual responsible as provided in Annex 16.

The BSP and ELIA agree on a time window of 48 hours, during which ELIA will request by surprise an activation of the Tertiary Control Power. ELIA will proceed to the simulation test no later than 10 working days after the reception of the BSP's request. A simulation test can only be requested by the BSP when the Procedure for BSP Acceptance, as per Annex 3, and the Procedure for Delivery Points Acceptance, as per Annex 4, are fully completed.

During this window of 48 hours, the BSP will have to submit nomination of Energy Bid(s) for the simulation test to ELIA while respecting the following conditions:

- All dispositions related to the introduction of Energy Bids as stated in Annex 6 must be respected;
- The activation price of the Energy Bid(s) for the simulation test must be set to 0 €/MWh.

Transfer of Energy for Delivery Points concerned applies for the simulation test.

ELIA will provide the results of the simulation test at the latest 10 working days after the simulation test has taken place.

In order to update the R3max,std and/or the R3max,flex for the next auction, the result of simulation test should be known and Annex 2 should be updated accordingly, as per Art. 3.6.c, before the date of the auction opening gate.

Any costs linked to the tests are borne by the BSP.

2. Modalities to pre-qualify a new Pool or to update R3Max,std and/or R3Max,flex

The requirements of the simulation test depend on the R3 Service Type for which the BSP applies.

Standard Tertiary Control only

The figure 1 shows the pattern that will be required to pre-qualify a pool for the Standard Tertiary Control.

The simulation test consists of 2 phases:

- an activation of 2 quarter hours followed by one hour stop;
- an activation of 9 quarter hours.

The first quarter hour of each activation is considered as the ramp-up.

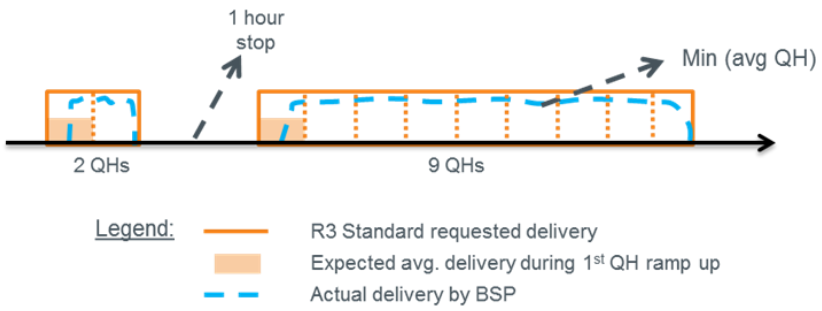


Figure 1 – Simulation test to apply for R3 Standard only

Checks:

Determination of R3max,std	
1.	The minimum power of Standard Tertiary Control Power delivered during all QHs (except the 2 ramp-up QHs) is defined as **Min_1**
2.	For each ramp-up QH, the double of the average power delivered is calculated. Than the minimum of these two values is defined as **Min_2**
3.	**R3max,std** is the minimum between **Min_1**, **Min_2** and $\sum_{i=1}^{all\ Delivery\ Points} DP_{R3,cb}(i)$ where "*all Delivery Points"* corresponds to the Delivery Points listed for participation to Standard Tertiary Control in Annex 2 or in a BSP-DSO contract

Flex Tertiary Control only

The figure 2 shows the pattern that will be required to pre-qualify a Pool for the Flex Tertiary Control.

The simulation test consists of an activation of 8 quarter hours where the first one is considered as the ramp-up.

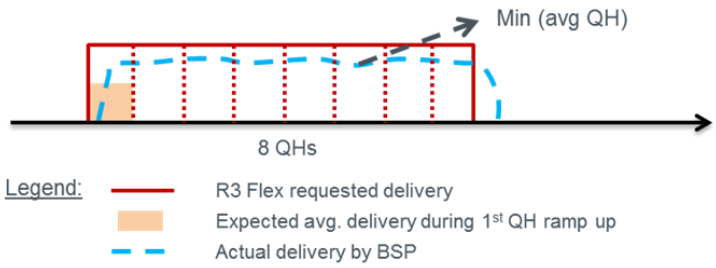


Figure 2 – Simulation test to apply for R3 Flex only

Checks:

Determination of R3max,flex	
1.	The minimum power of Flex Tertiary Control Power delivered during all QHs (except the ramp-up QH) is defined as **Min_1**
2.	For the ramp-up QH, the double of the average power delivered is calculated. This value is defined as **Min_2**
3.	**R3max,flex** is the minimum between **Min_1, Min_2** and $\sum_{i=1}^{all\ Delivery\ Points} DP_{R3,cb}(i)$ where "*all Delivery Points"* corresponds to the Delivery Points listed in Annex 2 or in a BSP-DSO contract

Standard and Flex Tertiary Control combined

This type of simulation test applies in case the BSP would like to offer an additional volume of R3 Flex on top of the R3 standard volume.

The figure 3 shows the pattern that will be required to pre-qualify a Pool for the Standard and Flex Tertiary Control.

The simulation test consists of 3 phases:

- an activation of R3 Standard for 2 quarter hours (period 1a), followed by a one hour stop;
- an activation of R3 Standard for 9 quarter hours (period 1b);
- an activation of R3 Flex for the last 6 quarter hours on top of R3 Standard activation (period 2).

The first quarter hour of each activation (periods 1a, 1b, 2) is considered as the ramp-up.

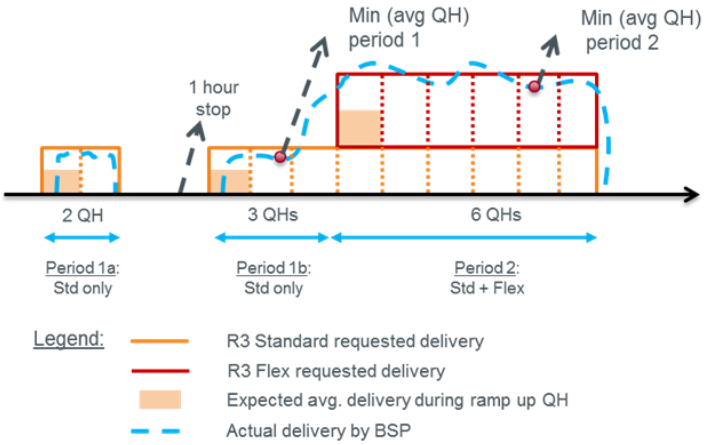


Figure 3 – Simulation Test to apply for R3 Standard and R3 Flex

Checks:

Determination of R3max,std and R3max,flex	
1.	The minimum power of Tertiary Control Power delivered during the complete test, i.e. periods 1a-1b-2, except ramp-up QHs, is defined as **Min_1**
2.	For each ramp-up QH of Periods 1a and 1b, the double of the average power delivered is calculated. Then the minimum of these two values is defined as **Min_3**
3.	**R3max,std** is the minimum between **Min_1, Min_3 and** $\sum_{i=1}^{all\ Delivery\ Points} DP_{R3,cb}(i)$ where "*all Delivery Points"* corresponds to the Delivery Points listed for participation to Standard Tertiary Control in Annex 2 or in a BSP-DSO contract
4.	The minimum power of Tertiary Control Power delivered during period 2, except ramp-up QH, is defined as **Min_2**
5.	For the ramp-up QH of Period 2, the double of the average power delivered on top of **R3max,std** is calculated. This value is summed to **R3max,std** to define **Min_4**
6.	**R3max,flex** is the minimum between **Min_2, Min_4 and** $\sum_{i=1}^{all\ Delivery\ Points} DP_{R3,cb}(i)$ where "*all Delivery Points"* corresponds to the Delivery Points listed Annex 2 or in a BSP-DSO contract

3. Modalities in case of a Pool modification

Addition of new Delivery Point(s)

In order to add new Delivery Point(s) to an existing Pool, a simulation test has to be performed to increase the R3max,flex (and possibly the R3max,std). No test is required if Delivery Point(s) is (are) added without impact on R3max,flex and R3max,std. The BSP may choose one of the two following solutions:

- a new simulation test, as provided by point 2, on the overall pool of the BSP, including Delivery Points already pre-qualified;
- a simulation test, as provided by point 2, only on the sub-pool of new Delivery Points.

If the second solution is chosen then the resulting R3max,flex or R3max,Std of the simulation test are added to the previous R3max,flex and R3max,std.

Removal of Delivery Point(s)

A simulation test is not mandatory to remove a Delivery Point from a pool. The maximal volumes that can be offered by the BSP will be adapted as follows:

- New R3max,std = R3max,std – $DP_{R3,cb}$ (if the considered Delivery Point participate to Standard Tertiary Control);
- New R3max,flex = R3max,flex – $DP_{R3,cb}$;

However, the BSP has the possibility to perform a new simulation test on the complete Pool, as provided by point 2, if preferred.

4. Modalities to modify the baselining method

In case the BSP wishes to modify the baselining method, a new simulation test, as provided by point 2, must be performed on the whole Pool.

Annex 14. CALCULATION OF R3MAX,FLEX AND R3MAX,STD IN CASE OF NON-COMPLIANT R3 ACTIVATION

A. PROCESS TO DETERMINE THE TERTIARY CONTROL SUPPLIED PER SERVICE TYPE IN CASE OF SIMULTANEOUS ACTIVATION.

If Standard and Flex Tertiary Control were activated together for the considered activation, the Tertiary Control supplied is allocated between Standard and Flex Tertiary Control Service Types according to Annex 9B.

B. PROCESS IN CASE OF NON-COMPLIANT TERTIARY CONTROL ACTIVATION

In case of a non-compliant Tertiary Control activation, ELIA will request an explanation to the BSP regarding the cause of the non-compliance. The BSP should demonstrate that he is able to provide the contracted Tertiary Control for the upcoming activations within 5 working days following ELIA's request.

If ELIA considers the explanation insufficient or the BSP does not provide any explanation, ELIA will decrease the maximal volume (R3max,std and R3max,flex) of the corresponding R3 Service Type(s) that the BSP can offer as of the next auction following Elia's notification.

The maximal volume (R3max,std, and R3max,flex) will be adapted as follows:

- In case the activation is deemed non-compliant due to a failed delivery of the Tertiary Control Power Requested on the first quarter-hour of the activation period (ramp-up quarter hour), R3max,std, and/or R3max,flex will be decreased respectively by twice the Standard and/or Flex Tertiary Control Power not supplied, according to specifications of Annex 9, for the considered quarter hour.

- In case the activation is deemed non-compliant due to a failed delivery of the Tertiary Control Power Requested for any other quarter-hour of the activation period, R3max,std, and/or R3max,flex will be decreased respectively by the maximal Standard and/or Flex Tertiary Control Power not supplied, according to specifications of Annex 9, over all concerned quarter hours.

C. PROCESS IN CASE OF TWO CONSECUTIVE NON-COMPLIANT TERTIARY CONTROL ACTIVATIONS

If ELIA establishes that the BSP has performed two consecutive non-compliant activations, ELIA will adapt the maximal volumes (R3max,std and R3max,flex) of the corresponding R3 Service Type(s) based on the last activation that is deemed non-compliant.

ELIA will notify the BSP by e-mail to the contractual responsible, as designated in Annex 16, of the adapted maximal volumes and apply them for the auctions following the notification to the BSP.

The maximal volumes (R3max,std and R3max,flex) will be adapted as described here above.

Annex 15. CONDITIONS, RULES AND PROCEDURE FOR TRANSFER OF OBLIGATION.

A. PRINCIPLES FOR TRANSFER OF OBLIGATIONS

In accordance with Art. 5, ELIA allows the BSP to transfer part or all of his Obligation to one or several Counterpart BSP(s). Similarly, the BSP may agree to make an additional quantity of volume available to ELIA as a result of a Transfer of Obligations from a Counterpart BSP to the BSP.

Since only Confirmed Transfers of Obligation will be considered as valid by ELIA, the present Annex lays down the conditions under which the Transfer of Obligations may occur and defines the rules and procedure that ELIA, the BSP and the Counterpart BSP must respect in order to notify and validate said transfers.

As long as the Transfer of Obligations is not confirmed by ELIA, the Obligation remains with the BSP.

All procedures regarding the Transfer of Obligations and the tools are explained and illustrated with examples on our website (www.elia.be).

B. OBLIGATIONS THAT CAN BE TRANSFERRED VIA THE SECONDARY MARKET.

Following signature of the relevant Contract, the BSP can transfer Obligations to/from a Counterpart BSP for the products listed below.

- Tertiary Control Service by CIPU Technical Units
- Tertiary Control Service by Non-CIPU Technical Units

All combinations of Transfer of Obligations are allowed, i.e.:

- From Tertiary Control Service by CIPU Technical Units to Tertiary Control Service by CIPU Technical Units ;
- From Tertiary Control Service by CIPU Technical Units to Tertiary Control Service by Non-CIPU Technical Units ;
- From Tertiary Control Service by non-CIPU Technical Units to Tertiary Control Service by Non-CIPU Technical Units ;
- From Tertiary Control Service by non-CIPU Technical Units to Tertiary Control Service by CIPU Technical Units ;

Transfer of Obligations is applicable in Day-ahead or in Intraday and is managed per R3 Service Type.

Counterpart BSP can be the BSP himself in case of transfer of Obligations within his own CIPU or Non-CIPU assets.

ELIA can at any time allow new services to participate. In this case ELIA will inform the BSP.

D. RIGHTS FOR ANNOUNCING (REQUESTING) TRANSFER OF OBLIGATIONS.

Any BSP holding a valid General Framework for one of the services listed in section B to the date of the performance of the concerned Tertiary Control Obligations can exchange Tertiary Control Obligations with a Counterpart BSP even if his quantity of contracted service is 0 (zero) for the concerned Delivery Period;

E. CONSTRAINTS FOR ANNOUNCING (REQUESTING) TRANSFER OF OBLIGATIONS.

ELIA proceeds to verification of Transfer of Obligations requests announced by the BSP. Only the requests with matching status "Confirmed" are considered as valid by ELIA.

Day-ahead procedure

- Transfer of Obligations requests have to be submitted by both BSPs, before13.30 hrs on day D-1.
- One BSP can have multiple exchanges with different Counterpart BSPs.
- Consistent transfer of Obligations requests are blocked at 13.30 hrs on day D-1 and cannot be changed from then onwards. Status for these Transfer of Obligations requests becomes "Confirmed". As from then on no new requests may be sent in, except by the counterparty of a Waiting for Counterpart (WFC) request.
- If a request is inconsistent, BSPs can correct it until 14.00 hrs on day D-1.
- If a Transfer of Obligations request still shows inconsistencies by 14.00 hrs on day D-1, ELIA will reject (both) Transfer of Obligations request(s) (the BSP's and the Counterpart BSP's) completely.
- The Obligations undertaken by a Counterpart BSP summed to the rest of Obligations nominated in day-ahead must be in respect of :
    a. CIPU Technical Unit's Pmax limitations for CIPU Technical Units;
    b. Prequalified volume for the corresponding R3 Service Type.

Intraday procedure

- Intra-Day Transfer of Obligations process starts after the end of the CIPU Nomination check and confirmation (no later than 18:00 on D-1) and ends at midnight (00:00) in intraday.
- The Transfer of Obligations must take place at latest one hour before beginning of the first quarter-hour of Delivery.
- One BSP can have multiple exchanges with different Counterpart BSPs.
- The Obligations undertaken by a Counterpart BSP summed to the rest of Obligations nominated in day-ahead must be in respect of :
    a. CIPU Technical Unit's Pmax limitations for CIPU Technical Units;
    b. Prequalified volume for the corresponding R3 Service Type.
- A Counterpart BSP undertaking an Obligation cannot supply the service with CIPU Technical Units that are situated within a red zone.
- A Counterpart BSP undertaking Tertiary Control Obligations to be supplied by non-CIPU Technical Units should update its nomination of Energy Bids, as provided by Art. 7.9, in order to reflect the agreed Transfer of Obligations.

F. OVERALL PROCESSING WORKFLOW FOR TRANSFER OF OBLIGATIONS.

Day-Ahead Procedure

a. BSP(s) is (are) contracted for any one of the two Tertiary Control Service Types.

b. BSPs that don't have the possibility to offer partially or completely the contracted Control Power in day-ahead (i.e. for technical or economical reasons) can redistribute partially or entirely their obligation towards one or several Counterpart BSP(s) who will then take over the responsibility to offer these reserves to ELIA in day-ahead. BSPs arrange between themselves how, when and at what price a BSP takes over obligations from a Counterpart BSP.

c. Both BSPs must announce said transfers towards ELIA before 13.30hrs in day-ahead.

d. At 13.30 hrs day-ahead, Transfer of Obligations requests for the next day with matching status Balance OK are blocked and their status will become Confirmed. As from then on no new requests may be sent in except by the counterparty of a Waiting for Counterpart (WFC) request.

e. An email is also sent to all BSPs to indicate that the first gate has closed. The BSPs having day-ahead requests with matching status Waiting For Counterpart (WFC) and Balance Error can still change their requests till 14.00hrs.

f. At 14.00 hrs, the second gate is closed, from then on no changes can be made to the requests.

g. All consistent requests (BalanceOK) are confirmed, inconsistent (Waiting for Counterpart or BalanceError) requests are rejected. An email is sent to the BSPs and the status of their requests changes to “Confirmed” or "Rejected".

Intraday Procedure

a. A BSP can still transfer Obligations in Intraday up to 1 hr before the first quarter hour of Delivery.

b. The BSP can request a transfer of obligations and the Counterpart BSP must confirm the transfer up until 1 hr before delivery. If the Counterpart BSP hasn’t accepted by this time, the Transfer of Obligation will not be taken into account by ELIA.

c. Once the Counterpart BSP has accepted the Transfer of Obligations, the transfer receives the status “Accepted by Counterparty”.

d. If the transfer of obligations respects aforementioned constraints, ELIA will accept it and the request will receive the status “Accepted by Elia”. At this point the Transfer of Obligations is registered and will be taken into account in ELIA’s settlement.

e. In order to reflect the agreed and validated Transfer of Obligations, the Counterpart BSP undertaking a Tertiary Control Obligation to be supplied by non-CIPU Technical Units should update its nominations at the latest 45 minutes before the first quarter hour of delivery, as provided by Art. 7.9.

G. PROCEDURE FOR ANNOUNCING (REQUESTING) TRANSFER OF OBLIGATIONS.

The procedures to be followed for the Transfer of Obligations and the manual for the tools are published on ELIA’s website (www.elia.be).

Annex 16. **TEMPLATE CONTACT PERSONS**

Version:

For ELIA:

1	**Contractual monitoring**
2	**Delivery Control**
3	**Invoice monitoring**
4	**Real time operations and operational monitoring**
5	**Offline operations (Duty)**

For the BSP:

1	**Contractual matters**
2	**Short term auctions**
3	**Invoicing matters**
4	**Real time (24 hrs per day) (max. one phone number)**
5	**Transactions outside real time**

Updates of this list must be exchanged via email (both the contracting responsible and contracting_AS@ELIA.be