Balancing Service providers Contract for the automatic Frequency Restoration Reserve (aFRR) Service

“BSP Contract aFRR”

Contract Reference [ContractReference]

between

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

hereinafter referred to as the "**Service Provider**" or as the "**BSP**",

and

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

hereinafter referred to as "ELIA",

Elia and the **Service Provider** may also hereinafter be referred to individually as "the Party" and collectively as "the Parties".

Whereas:

- Elia is responsible for the operation of the Belgian transmission system over which it has an ownership right or, at least, a right of use;

- Elia has been appointed as Transmission System Operator, in accordance with the Belgian law of 29 April 1999 concerning the organisation of the electricity market and supervises the safety, reliability and efficiency of the transmission system;

- Elia must therefore safeguard operational security, frequency quality and the efficient use of the interconnected system and resource – in particular the service of Automatic Frequency Restoration Reserve – in accordance with the relevant provisions of the European Regulations, such as the Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing, the Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation, and the Belgian legislation (articles 223 et seq. of Federal Grid Code);

- This BSP Contract aFRR defines the mutual rights and obligations of ELIA and the Service Provider relating to the provision of aFRR Services;

- This BSP Contract aFRR falls under the Terms and Conditions for balancing service providers for the aFRR Service.

The following points have been agreed:

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PART I - GENERAL CONDITONS

ART. I.1 DEFINITIONS

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

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

Annex	Any annex to the present Contract;
Article or Art.	Any article of the present Contract;
CACM	The Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management;
Contract	The present Contract, including its Annexes;
CREG	The Commission for Electricity and Gas Regulation, i.e. the Belgian national regulatory authority;
Direct Damage	Any damage, with the exclusion of Indirect Damage, directly and immediately resulting from any contractual breach and/or fault within the framework of or as a result of the execution of the Contract, on any grounds whatsoever (contractual or extra-contractual). The said fault being one, which under similar circumstances, an experienced, professional Service Provider or TSO, respectively, acting according to the rules and taking all reasonable precautions would in no case have committed;
EBGL	The Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing;
Electricity Act	The Belgian law of 29 April 1999 concerning the organisation of the electricity market (« Loi du 29 avril 1999 relative à l'organisation du marché de l'électricité, *M.B.* 11.05.1999 » / « Wet van 29 april 1999 betreffende de organisatie van de elektriciteitsmarkt, *B.S.* 11.05.1999 »), as amended from time to time;
E&R NC	Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration;

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

ART. I.2 SCOPE OF SERVICES AND CONTRACTUAL STRUCTURE

I.2.1 Scope of Services

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

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

I.2.2 Structure of the Contract

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

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

ART. I.3 ADDITIONAL RULES OF INTERPRETATION

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

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

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

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

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

I.4.1 Entry into force of this Contract

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

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

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

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

I.4.2 Duration of the Contract

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

ART. I.5 INVOICING AND PAYMENT

I.5.1 Invoicing matters – General instructions

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

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

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

I.5.2 Payment matters

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

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

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

I.5.3 Interest for delayed payment

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

ART. I.6 LIABILITY

I.6.1 . General principles

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

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

I.6.2 Direct Damages

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

I.6.3 Process

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

I.6.4 Caps

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

ART. I.7 EMERGENCY AND FORCE MAJEURE

I.7.1 Emergency Situation

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

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

When the system is in alert, emergency, black-out or restoration state (as defined in the applicable legislation and regulations[1]), Elia is entitled and/or obliged to take all the measures provided for in the applicable legislation and regulations, including under certain circumstances the suspension of market activities as provided for in the applicable legislation and regulations. In case of contradictions with the provisions of this Contract, such measures as foreseen in the applicable legislation and regulations shall prevail on the rights and obligations of this Contract.

I.7.3 Force Majeure

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

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

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

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

The following situations, among others, will be considered as force majeure, but only if they comply with the conditions for force majeure as provided for in the second paragraph of Art. I.7.3:

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

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

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

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

ART. I.8 CONFIDENTIALITY

I.8.1 No divulgation of confidential information

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

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

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

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

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

Both Parties shall take the requisite measures to ensure that this confidentiality obligation shall also be strictly observed by their employees, as well as any person who, without being an employee of one of the

Parties but for whom that Party is nonetheless responsible, might properly receive such confidential information. In addition, confidential information shall only be divulged on a “need-to-know” basis, and reference will always be made thereby to the confidential nature of the information.

I.8.2 Infringements to confidentiality obligations

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

I.8.3 Ownership

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

I.8.4 Duration

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

I.8.5 Phone recordings

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

ART. I.9 OBLIGATION OF INFORMATION

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

ART. I.10 REVIEW

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

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

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

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

I.10.2 Amendments to party-specific Annexes

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

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

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

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

ART. I.12 MISCELLANEOUS CLAUSES

I.12.1 Waiver

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

I.12.2 Entire agreement

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

I.12.3 Notices

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

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

I.12.4 Transfer of rights

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

I.12.5 Severability

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

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

ART. I.13 APPLICABLE LAW – RULES REGARDING DISPUTES

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

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

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

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

PART II - SPECIFIC CONDITIONS

TITLE 1: DEFINITIONS

ART. II.1 DEFINITIONS

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

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

1	Access Contract	As defined in article 2 §1 (45) of the Code of Conduct;
2	Access Point(s)	As defined in article 2 §1 (45) of the Code of Conduct for an access to the transmission grid of ELIA. For an access to the ELIA Grid other than transmission grid, or to a Public Distribution Grid, or to a CDS: a point, defined by physical location and voltage level, at which access to the ELIA Grid other than transmission grid, or to a Public Distribution Grid, or to a CDS is granted, with a goal to injecting or taking off power, from an electricity generation unit, a consumption facility, a non-synchronous storage facility, connected to this grid;
3	aFRR Awarded	The quantity of the aFRR Capacity (in MW) awarded, by ELIA to the BSP, in capacity auctions for a certain Capacity Contracting Time Unit;
4	aFRR Balancing Energy Gate Closure Time or “aFRR Balancing GCT”	The Balancing Energy Gate Closure Time, as defined in article 2(27) of the EBGL, for the aFRR Service. The aFRR Balancing GCT is 25 minutes before the beginning of the concerned quarter-hour;
5	aFRR Capacity	A volume of balancing capacity, as defined in article 2(5) of the EBGL, in the framework of the aFRR Service;
6	aFRR Capacity Bid	A combination of one or several offered volumes (in MW) and corresponding prices (in €/MW/h), allowing ELIA to procure aFRR Capacity;
7	aFRR Capacity Gate Closure Time or "aFRR Capacity GCT"	The point in time as of which submission (or update) of an aFRR Capacity Bid is no longer permitted;
8	aFRR Capacity Gate Opening Time or "aFRR Capacity GOT"	The point in time as of which submission (or update) of an aFRR Capacity Bid can start;

9	aFRR Capacity Product	One of the aFRR Capacity Products, being either aFRR Up or aFRR Down;
10	aFRR Capacity Requested	The quantity (in MW) of aFRR Capacity tested by ELIA during an availability test. The aFRR Capacity Requested in the upward direction is considered as a positive value, aFRR Capacity Requested in the downward direction is considered as a negative value;
11	aFRR Energy Discrepancy	The energy (in MWh) corresponding to the difference between the aFRR Requested, including the permitted deviation, and the aFRR Supplied;
12	aFRR Down	The aFRR Capacity Product that can be activated by ELIA in the downward direction;
13	aFRR Energy Bid	A combination of a volume (in MW) and a price (in €/MWh), submitted by the BSP to ELIA for activation;
14	aFRR Low-Voltage Delivery Point Group	A group of Delivery Points DP_{PG} that are connected at a voltage level of 1 kilovolt or lower;
15	aFRR Made Available	The quantity of aFRR Capacity (in MW) made available to ELIA by the BSP through submission of contracted aFRR Energy Bid(s);
16	aFRR Missing MW	The difference (in MW) between the aFRR Capacity Requested and the aFRR Power supplied by the BSP during an availability test;
17	aFRR Obligation	The sum of the aFRR Awarded and the accepted Transfers of Obligation of the aFRR Service;
18	aFRR Platform	The European platform for the exchange of balancing energy from frequency restoration reserves with automatic activation;
19	aFRR Power	A quantity of the aFRR Service expressed in MW. aFRR Power in the upward direction is considered as a positive value, aFRR Power in the downward direction is considered as a negative value;
20	aFRR Requested	The aFRR Power requested (in MW) by ELIA to a BSP at a certain Time Step for activation. In case the aFRR Requested is an activation of aFRR Up (aFRR Down), this value is positive (respectively negative);
21	aFRR Requested for Redispatching or “aFRR Requested RD”	The aFRR Power requested (in MW) by ELIA to a BSP at a certain Time Step for an activation for redispatching. In case the aFRR Requested for Redispatching is an activation of aFRR Up (aFRR Down), this value is positive (respectively negative);

22	aFRR Service	The Balancing Service that is governed by the BSP Contract aFRR, comprising only the provision of aFRR Energy Bids or both the provision of aFRR Capacity and aFRR Energy Bids;
23	aFRR Supplied	The quantity of aFRR Power (in MW) physically supplied by the BSP to ELIA during the activation of aFRR Energy Bids;
24	aFRR Up	The aFRR Capacity Product that can be activated by ELIA in the upward direction;
25	$aFRR_{max,down}$	The maximal volume (in MW), in absolute value, of aFRR Down that can be offered by the BSP in capacity auctions. This value is negative;
26	$aFRR_{max,up}$	The maximal volume (in MW) of aFRR Up that can be offered by the BSP in capacity auctions;
27	Automatic Frequency Restoration Reserve or “aFRR”	As defined in article 3(99) of the SOGL;
28	Balance Responsible Party or "BRP"	As defined in article 2(7) of the EBGL and listed in the register of Balance Responsible Parties;
29	Balancing Rules	A document, approved by the CREG, describing the market operation rules for the compensation of quarter-hourly imbalances, pursuant to article 212 §1 of the Code of Conduct;
30	Balancing Services	As defined in article 2(3) of the EBGL;
31	Balancing Service Provider or "BSP"	The Balancing Service Provider, as defined in article 2(6) of the EBGL, and identified on the first page of the BSP Contract aFRR;
32	Bidding Obligations	The obligations to be respected by the BSP when submitting aFRR Capacity Bids;
33	BRP Contract	The contract concluded between ELIA and the BRP pursuant to article 119 and 220 of the Code of Conduct;
34	BRP_{BSP}	The Balance 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 aFRR Service activation. In case Transfer of Energy applies, the supplied energy is allocated to its balancing perimeter in accordance with the ToE Rules;
35	BRP_{source}	The Balance Responsible Party of the Access Point of the Grid User;

36	BSP Contract aFRR	Balancing Service Provider contract for the Automatic Frequency Restoration Reserve;
37	BSP Contract FCR	Balancing Service Provider contract for the Frequency Containment Reserve;
38	BSP Contract mFRR	Balancing Service Provider contract for the manual Frequency Restoration Reserve;
39	Capacity Contracting Time Unit or "CCTU"	A period of 4 hours for which the aFRR Capacity Bids offered by the BSP to ELIA can be activated as aFRR Energy Bids;
40	Closed Distribution System Or “CDS”	As defined in article 2 §1 (5) of the Code of Conduct. For the purpose of these Specific Conditions, CDS refers to CDS connected to the ELIA Grid;
41	CDS Operator or "CDSO"	As defined in article 2 §1 (11) of the Code of Conduct;
42	Central European Timezone/Central European Summer Time Or “CET/CEST”	Time zone which is 1 hour ahead of coordinated universal time outside periods of daylight saving time (CET) and 2 hours ahead of from Coordinated Universal Time during periods of daylight saving time (CEST);
43	Code of Conduct	The code of conduct, approved by CREG by decision (B) 2409 of October 20, 2022, and as amended from time to time, establishing conditions for connection and access to the transmission grid and methods for calculating or setting conditions for the provision of ancillary services and access to cross-border infrastructure, including the procedures for capacity allocation and congestion management;
44	Congestion Risk Indicator or “CRI”	As defined in the Rules for Coordination and Congestion Management; The three levels of CRI (i.e., low, medium and high) are defined in the Rules for Coordination and Congestion Management.
45	Connection Contract	As defined in article 2 §1 22° of the Code of Conduct;
46	Counterpart BSP	The party, holding a valid BSP Contract aFRR, with whom the BSP concludes a Transfer of Obligation;
47	Cross-Border Marginal Price or “CBMP”	The Cross-Border Marginal Price as defined in “Methodology for pricing balancing energy and cross-zonal capacity used for the exchange of balancing energy or operating the imbalance netting process”, established pursuant to article 30(1) of EBGL;

48	Daily Schedule	As defined in the SA Contract;
49	Day	Period of one Day starting at 00:00 CET morning until 24:00 CET;
50	Delivery Point	A point on an electricity grid or within the electrical facilities of a Grid User, where a service is delivered – this point is associated with one or several metering(s) and/or measure(s), according to dispositions of the contract related to this service, that enable(s) ELIA to control and assess the delivery of the concerned service;
51	Delivery Point with Limited Energy Reservoir	A Delivery Point that contains a Technical Unit which is unable to continuously activate its rated power in the same direction for a period of 4 hours due to the depletion of its energy reservoir, considering that only 50% of the energy reservoir was available at the start of the activation.
52	Delivery Point DP_{PG} or "DP_{PG}"	Delivery Point for which ELIA does not receive Daily Schedules;
53	Delivery Point DP_{SU} or "DP_{SU}"	Delivery Point for which ELIA receives Daily Schedules (in MW), in accordance with the SA Contract;
54	DP_{aFRR}	Binary value indicating whether a Delivery Point is participating to the provision of the aFRR Requested. The value is set to 1 if the Delivery Point participates to the provision of the aFRR Requested and 0 otherwise;
55	$DP_{aFRR,cb,down}$	The contribution (in MW) of a Delivery Point to the Pool supplying downwards aFRR Capacity. This value is negative;
56	$DP_{aFRR,cb,up}$	The contribution (in MW) of a Delivery Point to the Pool supplying upwards aFRR Capacity. This value is positive;
57	$DP_{aFRR,max,down}$	The maximum aFRR Power (in MW), in absolute value, that can be supplied by a Delivery Point downwards. This value is negative;
58	$DP_{aFRR,max,up}$	The maximum aFRR Power (in MW) that can be supplied by a Delivery Point upwards. This value is positive;
59	DP_Pmax_{inj}	As defined in the SA Contract;
60	DP_Pmax_{off}	As defined in the SA Contract;
61	DP_Pmin_{inj}	As defined in the SA Contract;

62	DP_Pmin_{off}	As defined in the SA Contract;
63	$DP_{aFRR,supplied}$	Value (in MW) representing the aFRR Power supplied by a Delivery Point included in an aFRR Energy Bid per Time Step;
64	$DP_{baseline}$	Value (in MW) representing the power that would have been measured at the Delivery Point without activation of the aFRR Service per Time Step. Net Offtake from the ELIA Grid is considered as a positive value, net Injection into the ELIA Grid is considered as a negative value;
65	$DP_{measured}$	The net active power, i.e. the difference between gross Offtake and gross Injection measured at a Delivery Point per Time Step. Net Offtake from the ELIA Grid is considered as a positive value, net Injection into the ELIA Grid is considered as a negative value;
66	Electrical Zone	As defined in the Rules for Coordination and Congestion Management;
67	ELIA Grid	The electricity grid to which ELIA holds the property right or at least the right of using and operating it, and for which ELIA has been appointed as system operator;
68	ELIA-Supplier Contract	Contract ELIA-Supplier for the exchange of data related to the Transfer of Energy;
69	FCR Correction	Value (in MW) representing the FCR power delivered by the Delivery Points participating to the provision of the aFRR Service, i.e. with a DP_{aFRR} equal to 1;
70	Federal Grid Code	The provisions of the Royal Decree of 22 April 2019, as amended from time to time, establishing a federal technical regulation for the management of and access to the transmission grid;
71	Forced Outage	As defined in article 3 (77) of the SOGL;
72	Frequency Containment Reserve or "FCR"	As defined in article 3 (6) of the SOGL;
73	FSP-DSO Contract	An agreement between the BSP and the DSO allowing the BSP to provide the aFRR Service to ELIA with the Delivery Points listed in the corresponding FSP-DSO Contract;
74	Full Activation Time	As defined in article 2(30) of the EBGL. By default, the FAT of the aFRR Service is 5 minutes;

	or "FAT"	
75	$FAT_{Energy\ Bid,\ activation}$	An optional bid characteristic that the BSP can specify to reduce the ramping period during the activation phase of its aFRR Energy Bid. The value is expressed in minutes.
76	$FAT_{Energy\ Bid,\ deactivation}$	An optional bid characteristic that the BSP can specify to reduce the ramping period during the deactivation phase of its aFRR Energy Bid. The value is expressed in minutes.
77	Grid User	As defined in article 2 §1 (16) of the Code of Conduct for a Grid User connected to the ELIA Grid or to Public Distribution Grid; or as defined in article 2 §1 (12) of the Code of Conduct for a Grid User connected to a CDS;
78	Grid User Declaration	The official declaration of the Grid User provided to ELIA, containing proof of the agreement between the BSP and the Grid User to provide the aFRR Service at one (or more) specific Delivery Point(s);
79	Injection	Value indicating the injection of active power at a Delivery Point. The term injection is used to designate a certain sense of energy flow (from the Delivery Point to the synchronous electrical) and does not exclusively refer to the technical means with which the aFRR Service is provided;
80	LFC Means	A document, approved by the CREG, describing the methodology to determine the volumes of balancing capacity for aFRR and mFRR for the ELIA LFC Block, pursuant to article 213 of the Code of Conduct;
81	Load–Frequency Control Block or "LFC Block"	As defined in article 3 (18) of the SOGL;
82	Manual Frequency Restoration Reserve or "mFRR"	Frequency Restoration Reserve (FRR), as defined in article 3 (7) of the SOGL, that can be activated manually;
83	mFRR Energy Bid	A combination of a volume (in MW) and a price (in €/MWh), submitted by the BSP to ELIA for activation in the framework of the BSP Contract mFRR;
84	Measurement Device	Either a measurement device as defined in article 2 §1 (58) of the Code of Conduct or an equation between measurement device(s) situated at and/or downstream of an Access Point;
85	Month	Period starting at 00:00 CET the 1st Day of the month until 24:00 CET the last Day of the month;

86	Offtake	Value indicating the offtake of active power at a Delivery Point. The term offtake is used to designate a certain sense of energy flow (from the synchronous electrical network towards the Delivery Point) and does not exclusively refer to the technical means with which the aFRR Service is provided;
87	OPA Contract	Contract for the Outage Planning Agent, pursuant to article 126 of the Code of Conduct;
88	Open Qualification Procedure	A qualification procedure in accordance with public procurement rules in which candidates for provision of the aFRR Service are screened based on criteria set by ELIA in a publication on ted.europe.eu;
89	Operating Mode	Any subset of Technical Units being part of the same Technical Facility, that can generate or consume electricity on its own;
90	Opt Out Arrangement	Arrangement, according to which the BSP, the BRP_{BSP}, the $BRP(s)_{source}$ and Supplier(s) of a Delivery Point jointly agree to enter in an Opt-Out Regime;
91	Opt Out Regime	As defined in the ToE Rules. In case all concerned parties are the same entity, this is considered as an implicit Opt Out;
92	Pass-Through Contract	As defined in the ToE Rules;
93	Pass-Through Regime	As defined in the ToE Rules;
94	Pool	The complete list of Delivery Points included by the BSP in the BSP Contract aFRR or in the FSP-DSO Contract;
95	Private Measurement	The recording of measurements, as defined in article 136 of the Code of Conduct, by means of a Private Measurement Device;
96	Private Measurement Device	Measurement Device not owned by ELIA;
97	Private Measurement Technical Info Checklist	Report demonstrating that the minimum technical requirements established by ELIA for the Private Measurement Devices are fulfilled;
98	Procedure For BSP Acceptance	Procedure to ensure the compliance of the BSP to all conditions required to participate in the aFRR Service;
99	Procedure For Delivery Point Acceptance	Procedure to ensure the compliance of the Delivery Point to all conditions required to participate in the aFRR Service;
100	Providing Group	Any subset of Delivery Points part of the Pool of the BSP;

101	Public Distribution Grid	As defined in article 2 §1 (10) of the Code of Conduct;
102	Public Distribution System Operator or "DSO"	As per article 2 §1 (17) of the Code of Conduct; 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;
103	Reference Cost factor or “RC Factor”	A positive factor, in percentage, that is applied in the awarding procedure of the aFRR capacity auctions. The RC Factor has a maximum value of 120% and is defined per aFRR Capacity Product;
104	Rules for Coordination and Congestion Management	A document, approved by the CREG, describing the operating rules, followed by ELIA, to ensure security and reliability of the ELIA Grid and to manage congestion, pursuant to article 59 (10) of the Electricity Directive, and article 122 of the Code of Conduct;
105	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 Act and approved by the CREG, that lay down the principles for Transfer of Energy;
106	SA contract	Contract for the Scheduling Agent, pursuant to article 131 of the Code of Conduct;
107	Scheduling Agent or “SA”	As defined in article 3(90) of the SOGL, and identified on the first page of the SA Contract;
108	Supporting aFRR Providing Group	A set of Delivery Points part of the Pool of the BSP that can be used to deliver the aFRR Service without being part of an aFRR Energy Bid;
109	Supplier	As defined in article 2 15°bis of the Electricity Act;
110	TCO Degradation Cap Factor Or “TDC Factor”	A positive factor, in percentage, that is applied in the awarding procedure of the aFRR capacity auctions;
111	Technical Unit	Device or aggregation of devices connected directly or indirectly to the electrical grid that produces and/or consumes electricity;
112	Technical Facility	Complete set of Technical Unit(s) that are operationally linked, and which, combined together in one or several Operating Modes, can inject (or take off) electricity;

113	Time Step	A period of 4 seconds corresponding to the granularity of data exchange (aFRR Requested, $DP_{measured}$, $DP_{baseline}$, DP_{aFRR}, $DP_{aFRR,supplied}$, $P_{aFRR,supplied}$, FCR Correction);
114	Transfer of Energy or "ToE"	As defined in article 19bis §2 of the Electricity Act;
115	Transfer of Obligation	Part or all of the quantity of aFRR Awarded, that the BSP (respectively a Counterpart BSP) transfers to a Counterpart BSP (respectively the BSP);
116	Transfer Price	The price agreed upon during the commercial negotiation between the BSP and a Supplier for the financial compensation between the BSP and the concerned Supplier in case a market situation with Transfer of Energy and financial compensation between the Supplier and the BSP applies. In case of lack of agreement on the financial compensation between the BSP and the Supplier, the Transfer Price by default is determined, based on a CREG decision, in application of the article 19bis §4 of the Electricity Act;
117	Validity Period	As defined in article 2(33) of the EBGL;
118	Year	Period starting at 00h00 CET the 1st of January of a year until 24h00 CET of the 31st of December of the same year.

TITLE 2: CONDITIONS FOR PARTICIPATION TO THE SERVICE

ART. II.2 CONDITIONS FOR BSP

II.2.1 The BSP complies with conditions set forth in the Open Qualification Procedure as explained in Annex 1.A.

II.2.2 The BSP has designated a BRP_{BSP}, being either:

- itself: in this case, a notification is sent by the BSP to ELIA;
- another party: in the latter case, the BSP provides the name of the BRP_{BSP} complemented by an electronic copy of the signed declaration of the BRP_{BSP}, established according to the template provided in Annex 1.B.

The BSP communicates the required information by e-mail to the contractual responsible of ELIA designated in Annex 17.

II.2.3 ELIA is entitled to evaluate, at any time during the validity period of the BSP Contract aFRR, whether the BSP complies with the conditions mentioned in Art. II.2.1 and II.2.2. For the avoidance of doubt, this does not entail any right for ELIA to physically access BSP assets but without prejudice to any other regulation, i.e. the Connection Contract between Elia and the Grid User, regarding access to the Grid User connection installations.

II.2.4 If the BSP no longer complies with conditions in Art. II.2.1 and II.2.2, ELIA notifies the BSP by registered letter. If the BSP remains uncompliant to these conditions 15 Working Days after reception of notification, the BSP Contract aFRR will be terminated in accordance with Art. I.11 of the General Conditions. As a consequence, after termination of the BSP Contract aFRR, the BSP must apply again to the Open Qualification Procedure and comply with requirements of Art. II.2.1 and II.2.2 if he wishes to sign a new BSP Contract aFRR with ELIA to renew its participation to the aFRR Service.

II.2.5 The Parties shall ensure that the proper performance of the BSP Contract aFRR is always based on the existence and proper performance of the requisite contractual agreements with third parties involved.

II.2.6 In case of observation of a suspicious BSP behavior regarding REMIT regulation, ELIA may request a sound justification to the BSP by e-mail to the contractual responsible listed in Annex 17. From that request, the BSP disposes of 7 Working Days to provide an answer to ELIA. If, after investigation, ELIA suspects that the BSP behavior might breach REMIT regulation, ELIA notifies the CREG.

II.2.7 Without prejudice to Art. I.11 of the General Conditions, in case of observation of a BSP behavior that might prejudice the functioning of the market, ELIA will request a sound justification to the BSP by e-mail to the contractual responsible listed in Annex 17. From that request, the BSP disposes of 7 Working Days to provide an answer to ELIA. If the provided justification is not satisfying, ELIA notifies the CREG. After discussion with the BSP and following consultation of the CREG, ELIA may decide to exclude the BSP from the aFRR Service starting from the moment of notification by ELIA and for a certain period of time agreed between ELIA and the CREG.

ART. II.3 CONDITIONS FOR DELIVERY POINTS

II.3.1 A Delivery Point may be any Technical Unit or a group of Technical Units identified by a Measurement Device:

- at an Access Point connected to the ELIA Grid or to a CDS;
- at an Access Point connected to the Public Distribution Grid;
- within the electrical facilities of a Grid User downstream of an Access Point connected to the ELIA Grid or to a CDS;
- within the electrical facilities of a Grid User downstream of an Access Point connected to the Public Distribution Grid.

II.3.2 All Delivery Points must comply with the measurement requirements set forth in Annex 3.

II.3.3 All Delivery Points must comply with the communication requirements set forth in Annex 9.G.

II.3.4 All Delivery Points, as mentioned in Art. II.3.1 are related to Access Point(s) included in a valid Access Contract(s) or in the relevant document for the Delivery Points connected to the Public Distribution Grid, and are in the perimeter of a BRP_{source} having a valid BRP Contract.

II.3.5 The BSP declares that an upward (respectively downward) activation of the aFRR Service at any Delivery Point has an overall effect of either reducing (respectively increasing) net offtake or increasing (respectively decreasing) net injection at the level of the Access Point. ELIA will request a sound justification to the BSP in case no visible effect at the level of the Access Point is observed, during an activation of the aFRR Service. If such a justification cannot be provided or remains insufficient, ELIA reserves the right to disqualify the Delivery Point after notification to the CREG.

II.3.6 Delivery Points DP_{SU} can only be part of the Pool of the BSP at the condition that it is included in a valid OPA Contract and a valid SA Contract[2].

II.3.7 Pursuant to the article 18(7)b of the EBGL, all the available upward or downward active power must be offered by a BSP in the form of aFRR Energy Bids, provided that this power is not already offered in the form of mFRR Energy Bids, for:

- each power generation unit with a maximum power equal to or higher than 25 MW; and
- each type C or D energy storage facility, in accordance with the maximum power thresholds set out in the Federal Grid Code

II.3.8 Each Delivery Point with Limited Energy Reservoir should be included in an energy management strategy, as described in Annex 2.D. ELIA validates the energy management strategy or provides a justification for rejecting it. The BSP will, at all times, operate the Delivery Point with Limited Energy Reservoir in line with the energy management strategy validated by ELIA.

[2] During the transition period in which the party that is appointed as BRP_{source} takes the role of Outage Planning Agent and Scheduling Agent for the concerned Delivery Point DP_{SU} in compliance with article 243 of the Code of Conduct, the same party undertakes the roles of the BSP and the BRP_{source}. After the transition period the BSP and BRP_{source} should remain the same party.

II.3.9 A Delivery Point may be disqualified if the participation of the Delivery Point in the aFRR Service jeopardizes the security of the ELIA Grid, the Public Distribution Grid or the CDS. In such a case, a sound justification is provided by ELIA to the BSP and to the CREG.

II.3.10 The BSP may request to use a real-time baseline and hence to deviate from the default baseline for one or more Delivery Points. The request to use a real-time baseline for one or more Delivery Points needs to be provided as described in Annex 2.E.

Conditions for Delivery Points connected to the Elia Grid or to a CDS

II.3.11 All Delivery Points, connected to the ELIA Grid or to a CDS, must have successfully completed the following elements of the Procedure For Delivery Point Acceptance:

- A Private Measurement commissioning test is completed, as specified in Annex 2.A;
- In case of Delivery Point DP_{PG} for which the BSP is not the Grid User of concerned Delivery Point DP_{PG}: a Grid User Declaration is provided to ELIA, as specified in template of Annex 2.B;

II.3.12 The BSP and ELIA agree on the list of Delivery Points connected to the ELIA Grid or to a CDS in accordance with template provided in Annex 4. The BSP declares that all listed Delivery Points are compliant with all applicable conditions, as per Art. II.3, and technically capable to provide the aFRR Service.

II.3.13 The agreed list of Delivery Points connected to the ELIA Grid or to a CDS, based on the template in Annex 4, should at all times be kept up to date by the BSP.

II.3.14 The agreed list of Delivery Points connected to the ELIA Grid or to a CDS may be modified by submitting an updated list, based on the template in Annex 4, via e-mail to the contractual responsible as mentioned in Annex 17, under the following conditions:

- At the moment of the notification by the BSP, the Delivery Point(s) to be added must be in respect of all applicable conditions, pursuant to Art. II.3 ;
- Following the request by the BSP of an update of Annex 4, ELIA disposes of 5 Working Days to approve (or reject) the modifications and notify the approval (or reasons for rejection[3]) to the BSP by e-mail to the contractual responsible, as per Annex 17;
- The addition of a Delivery point does not modify the $aFRR_{max,up}$ or $aFRR_{max,down}$ that can be offered by the BSP in capacity auctions. In order to increase the $aFRR_{max,up}$ (respectively decrease the $aFRR_{max,down}$), the BSP asks for a prequalification test in accordance with Art. II.8;
- The updated list of Delivery Points becomes effective no later than 5 Working Days following the notification of acceptance by ELIA. The exact date of entry into force is agreed between ELIA and the BSP;
- In case of removal of a Delivery Point participating to one or more aFRR Capacity Product(s), ELIA will update the $aFRR_{max,up}$ and/or the $aFRR_{max,down}$ in accordance with dispositions of Annex 6.E;
- The BSP is responsible to take, in due time, all actions necessary for technical integration, and ensures that the Delivery Point is operational at the agreed moment.

[3] A Delivery Point may only be rejected by ELIA in case it does not respect the rules stipulated in the BSP Contract aFRR. Before any definitive rejection an update of Annex 4, ELIA will notify the CREG.

II.3.15 For each Delivery Point DP_{SU} connected to the ELIA Grid or to a CDS, the following attributes in Annex 4 are defined:

- the $DP_{aFRR,cb,up}$ – relevant for participation to aFRR capacity auctions – is determined based on the result of the prequalification test in the upward direction pursuant to Art. II.8;
- the $DP_{aFRR,cb,down}$ – relevant for participation to aFRR capacity auctions – is determined based on the result of the prequalification test in the downward direction pursuant to Art. II.8;
- the $DP_{aFRR,max,up}$ – relevant for upward aFRR Energy Bids submission – is determined by the DP_Pmax_{inj}, DP_Pmax_{off} and DP_Pmin_{inj} of the concerned DP_{SU};
- the $DP_{aFRR,max,down}$ – relevant for downward aFRR Energy Bids submission – is determined by the DP_Pmax_{inj}, DP_Pmax_{off} and DP_Pmin_{off} of the concerned DP_{SU};
- optionally, the choice to apply the real-time baseline for the concerned DP_{SU} in accordance with Art. II.3.10.

In case one of the values does not apply, the BSP should indicate “N/A” in Annex 4.

II.3.16 For each Delivery Point DP_{PG} connected to the ELIA Grid or to a CDS, the BSP declares in Annex 4 the following attributes:

- the $DP_{aFRR,cb,up}$ – relevant for participation to aFRR capacity auctions – is determined from the result of the prequalification test in the upward direction pursuant to Art. II.8;
- the $DP_{aFRR,cb,down}$ – relevant for participation to aFRR capacity auctions – is determined from the result of the prequalification test in the downward direction pursuant to Art. II.8;
- the $DP_{aFRR,max,up}$ – relevant for upward aFRR Energy Bids submission;
- the $DP_{aFRR,max,down}$ – relevant for downward aFRR Energy Bids submission;
- optionally, the choice to apply the real-time baseline for the concerned DP_{PG} in accordance with Art. II.3.10.

In case one of the aforementioned values does not apply, the BSP should indicate “N/A” in Annex 4.

Conditions for Delivery Points connected to a Public Distribution Grid

II.3.17 Delivery Points DP_{PG} connected at a voltage level of 1 kilovolt or lower can only be part of the Pool of the BSP, in accordance with the FSP-DSO Contract, if they are included in an aFRR Low-Voltage Delivery Point Group.

II.3.18 The BSP and ELIA agree on the list of the aFRR Low-Voltage Delivery Point Groups in accordance with template provided in Annex 4.D.

II.3.19 The agreed list of aFRR Low-Voltage Delivery Point Groups may be modified by submitting an updated list, based on the template in Annex 4.D, via e-mail to the contractual responsible as mentioned in Annex 17.

II.3.20 The size of the aFRR Low-Voltage Delivery Point Group in the upward (respectively downward) direction is equal to the sum of the $DP_{aFRR,max,up}$ (respectively $DP_{aFRR,max,down}$ in absolute value) of the Delivery Points included in the aFRR Low-Voltage Delivery Point Group.

ART. II.4 CONDITIONS RELATED TO TRANSFER OF ENERGY

II.4.1 In accordance with the ToE Rules[4], if the Grid User confirms in the Grid User Declaration for one or more Delivery Points that he opts for a market situation with Transfer of Energy and financial compensation based on correction of the metering, the concerned Delivery Points can be included in the Pool of the BSP.

II.4.2 In accordance with the ToE Rules, if the Delivery Point is linked to an Access Point included in a Pass-Through Contract, as declared to ELIA in the ELIA-Supplier Contract, the concerned Delivery Point can be included in the Pool of the BSP.

II.4.3 Otherwise, in accordance with the ToE Rules, all other Delivery Points can be part of the Pool of the BSP if the BSP satisfies one of the following conditions:

a) a market situation with Transfer of Energy and financial compensation between the Supplier and the BSP is applicable for the Delivery Point and the BSP has accordingly provided to Elia a proof of an agreement between the BSP and the Supplier(s) on the Transfer Price or a copy of the CREG decision authorizing the BSP and the Supplier(s) to apply the Transfer Price by default;

b) The BSP has provided to Elia a proof that an Opt Out Arrangement applies between the BSP and the BRP_{BSP} and the Supplier(s) and $BRP(s)_{source}$ of the concerned Delivery Point, as per template provided in Annex 2.C. In case of an implicit Opt Out, such a proof is not required.

Financial guarantee

[4] In case the market situation with Transfer of Energy and financial compensation based on correction of the metering is not described in the ToE Rules that are into force, this article is not applicable.

II.4.4 In case a market situation with Transfer of Energy and financial compensation between the Supplier and the BSP applies for one or more Delivery Points, in accordance with Art. II.4.3, the concerned Delivery Points can be included in the Pool of the BSP only in case the BSP provides Elia a proof of a bank guarantee compliant with chapter IV of CREG Decision 1677. The template for the bank guarantee is published on the Elia website.

ART. II.5 COMBINABILITY CONDITIONS

II.5.1 A Delivery Point part of a BSP Contract aFRR can be included in a BSP Contract FCR, a BSP Contract mFRR and/or an FSP Contract DA/ID with ToE at the condition that the BSP is the same party.

II.5.2 Any other Delivery Point, upstream or downstream of the Delivery Point supplying aFRR Service[5], cannot be part of any other Balancing Service, including aFRR Service itself, independently from the fact that the BSP is the same party.

[5] In other words, there cannot be a cascade between two Delivery Points to avoid any influence from one on the other. Each Delivery Point must be independent one of each other.

TITLE 3: TESTS PRIOR TO PARTICIPATION TO THE AFRR SERVICE

ART. II.6 COMMUNICATION TEST

II.6.1 After signature of the BSP Contract aFRR and before submission of aFRR Energy Bid(s), the communication requirements for activation, as described in Annex 10.C, must have been successfully tested.

II.6.2 After signature of the BSP Contract aFRR and before submission of any aFRR Capacity Bid, the communication requirements for the prequalification tests, activation for redispatching (if relevant) and availability tests, as described in Annex 6.F, Annex 11.C and Annex 12.F must have been successfully tested.

II.6.3 Pursuant to Art. II.6.1 and Art. II.6.2, the BSP must respect the requirements controlled during the communication test at all times during the validity of the BSP Contract aFRR. If the BSP no longer complies with these requirements, the BSP is temporarily excluded from the aFRR Service starting from the moment of notification by ELIA. In such a case, ELIA provides a justification to the CREG before excluding the BSP from the aFRR Service.

The BSP has to succeed a new communication test in order to be considered again for the provision of the aFRR Service by ELIA. If the non-compliance is observed for a period for which the BSP has an aFRR Obligation, incentives described in Art. II.17.2 apply.

II.6.4 Both Parties can request a communication test at any time to check whether the communication channels are operational.

II.6.5 ELIA will not remunerate costs linked to communication tests.

ART. II.7 BASELINE TEST

II.7.1 Prior to participation to a prequalification test, each Delivery Point must have completed a baseline test organized in accordance with Annex 5.A.

II.7.2 The baseline test is successful if the baseline quality over a period of 24 hour is compliant, in accordance with Annex 5.B.

II.7.3 The baseline test may be performed on the level of a Delivery Point or on the level of a Providing Group consisting of several Delivery Points.

II.7.4 All Delivery Points included in a given aFRR Low-Voltage Delivery Point Group must participate to the baseline test together.

ART. II.8 PREQUALIFICATION TEST

II.8.1 The BSP must perform a prequalification test as specified in Annex 6, prior to first participation in capacity auctions.

II.8.2 Signature of the BSP Contract aFRR, achievement of the communication test as described in Art. II.6.1 and Art. II.6.2, and achievement of the baseline test as described in Art II.7.1, are required before performance of a prequalification test.

II.8.3 The outcome of the prequalification test(s), as provided by Annex 6, determines the $aFRR_{max,up}$ and/or the $aFRR_{max,down.}$ that can be offered to ELIA by the BSP in capacity auctions.

II.8.4 Subject to conditions of Art. II.8.2, the BSP can request to perform a prequalification at any moment following provisions of Annex 6.

II.8.5 For a Delivery Point DP_{SU}, a prequalification test is performed for at least one of the related Operating Modes[6], in accordance with the rules set forth in Annex 6. In case the BSP has performed multiple prequalification tests for different Operating Modes, ELIA will only consider the maximal $DP_{aFRR,cb,up}$ ($DP_{aFRR,cb,down}$) of the different prequalification tests to determine $aFRR_{max,up}$ ($aFRR_{max,down}$).

II.8.6 For a Delivery Point DP_{PG}, a prequalification test may be performed on a single Delivery Point or on a Providing Group in accordance with the rules set forth in Annex 6.

II.8.7 All Delivery Points included in a given aFRR Low-Voltage Delivery Point Group must participate to the prequalification test together.

II.8.8 An aFRR Low-Voltage Delivery Point Group can only participate in a prequalification test in case the size of the aFRR Low-Voltage Delivery Point Group in the direction of the prequalification test is larger than or equal to 0.1 MW. The size of the aFRR Low-Voltage Delivery Point Group is determined in accordance with Art. II.3.20.

II.8.9 Any Delivery Point participating in a prequalification test cannot also be included in an aFRR Energy Bid, in an mFRR Energy Bid, in a Supporting aFRR Providing Group, in a Supporting mFRR Providing Group or in another prequalification test for the same quarter-hour.

II.8.10 In the context of the prequalification process defined in article 159(6) of the SOGL, all Delivery Points participating to the provision of the aFRR Capacity Product must complete a prequalification test at least every 5 years.

II.8.11 A prequalification test will not be considered as an activation as described in Art. II.12.

II.8.12 In case a prequalification test is performed based on Delivery Points for which a market situation with Transfer of Energy and financial compensation between the Supplier and the BSP or a market situation with Transfer of Energy and financial compensation based on correction of the metering applies in accordance with the ToE Rules, the modalities related to the Transfer of Energy apply for those Delivery Points during the prequalification test.

II.8.13 In case a prequalification test is performed based on Delivery Points for which a market situation with Transfer of Energy and financial compensation between the Supplier and the BSP applies, the volume delivered by these Delivery Points during the prequalification test will be taken into account for the computation of the minimal amount of the bank guarantee, pursuant to Art. II.4.4.

II.8.14 The BSP is not remunerated for a prequalification test.

II.8.15 The Parties have the right to abort a prequalification test at any moment for technical or security reasons. The Party who takes the decision immediately informs the other Party by phone call to the real-time contact, as per Annex 17 and by e-mail to the contractual responsible as per Annex 17 The e-mail should include the justification for suspension of the prequalification test.

II.8.16 Perimeters of BRP_{BSP} and $BRP(s)_{source}$ are corrected in accordance with Annex 6.G.

[6] For instance, in case a CCGT may participate as a CCGT or as an OCGT, two prequalification tests may be foreseen for the Delivery Point DP_{SU} "GT": one for the OCGT Operating Mode and one for the CCGT Operating Mode.

TITLE 4: CAPACITY AND ENERGY PROCUREMENT

ART. II.9 PROCUREMENT OF AFRR CAPACITY

II.9.1 ELIA procures all aFRR Capacity by running capacity auctions organized in accordance with the process described in Annex 7.

II.9.2 The BSP can participate in capacity auctions at the condition that:

- The BSP holds a valid BSP Contract aFRR in accordance with Annex 7.A;
- The BSP has a positive $aFRR_{max,up}$, pursuant to Art. II.8, if he wants to offer aFRR Up;
- The BSP has a negative $aFRR_{max,down}$, pursuant to Art. II.8, if he wants to offer aFRR Down.

II.9.3 The process, the aFRR Bidding Obligations, the consequences of non-respect of these aFRR Bidding Obligations, the rights and rules for capacity auctions and the awarding criteria are described in Annex 7.

II.9.4 The aFRR Capacity to be procured by ELIA is determined in the LFC Means.

II.9.5 All aFRR Capacity Bids submitted by the BSP must be compliant with the applicable aFRR Bidding Obligations, as described in Annex 7.C.

II.9.6 The aFRR Capacity Bids that are not in line with the aFRR Bidding Obligations are rejected by ELIA in accordance with Annex 7.C.

II.9.7 The aFRR Awarded is remunerated in accordance with Art. II.16.4 and Art. II.16.5.

II.9.8 All the aFRR Awarded per Capacity Product is part of the corresponding aFRR Obligation and consequently the BSP undertakes all necessary actions to provide the aFRR Service for the entire applicable CCTU (without further action by ELIA).

II.9.9 The CREG can modify the RC Factor and the TDC Factor if beneficiary for fulfilling the objectives of article 3(1)a and 3(1)b of the EBGL. The CREG informs ELIA of its decision, after which ELIA disposes of 5 Working Days to apply the updated RC Factor and / or the TDC factor in the aFRR capacity auctions.

ELIA will inform the BSP of the entry in to force of the updated RC Factor and / or TDC Factor by e-mail to the contractual responsible listed in Annex 17 and publishes it on the website of ELIA at least 2 Working Days prior to its application in the aFRR capacity auctions.

ART. II.10 TRANSFER OF OBLIGATION

II.10.1 The BSP can transfer in day-ahead or in intraday, for a certain quarter-hour, part or all of its aFRR Obligation to one or several Counterpart BSP(s) holding a valid BSP Contract aFRR valid at least up to the date of the performance of the aFRR Obligation.

II.10.2 Similarly, the BSP may agree to make an additional quantity of aFRR Capacity available to ELIA as a result of a Transfer of Obligation from a Counterpart BSP to the BSP.

II.10.3 The BSP should at any time maintain its aFRR Obligation available to ELIA either by providing its aFRR Obligation by itself or by transferring part or all of its aFRR Obligation in accordance with Art. II.10.1.

II.10.4 The requestor party (being either the BSP or the Counterpart BSP) initiates the Transfer of Obligation. When the other party (being either the BSP or the Counterpart BSP) accepts the Transfer of Obligation, the status of the concerned Transfer of Obligation becomes accepted. The rules and procedure to be followed by the BSP and the Counterpart BSP in case of a Transfer of Obligation are described in Annex 8.

II.10.5 When the Transfer of Obligation presents a status accepted, as per Art. II.10.4, ELIA adapts the aFRR Obligation of the BSP and the Counterpart BSP for the applicable quarter-hour(s) by:

- adding the volume transferred to the aFRR Obligation of the party taking over the aFRR Obligation; and
- reducing by the volume transferred the aFRR Obligation of the party ceding the aFRR Obligation.

The BSP and the Counterpart BSP undertake the necessary actions to provide the aFRR Service for the applicable quarter-hour(s) (without any action by ELIA).

II.10.6 Consequently, the availability control, as per Art. II.14 and the activation control, as per Art. II.15, as well as the resulting incentives for non-compliance, as per Art. II.17, among other provisions, will be based on the amended aFRR Obligation of the BSP and the Counterpart BSP, resulting from the Transfer(s) of Obligation.

II.10.7 The remuneration for the aFRR Awarded, as per Art. II.16.3, remains fixed irrespective of any Transfer of Obligation that the BSP has agreed with Counterpart BSP(s).

II.10.8 ELIA does not grant any remuneration under Art. II.16.3 to the Counterpart BSP with which the BSP has agreed a Transfer of Obligation.

II.10.9 Without prejudice to Art. II.10.6, the conditions, financial or otherwise, of the Transfer of Obligation between the BSP and the Counterpart BSP are to be arranged between them. ELIA does not have to be informed nor involved in any decision in this respect beyond the observance of the rules laid down in Annex 8.

II.10.10 Any dispute arising from a failure on the part of the BSP or the Counterpart BSP to comply with its commitments in the framework of the agreement under which they are bound to one another for the Transfer of Obligation is not to be reported to ELIA nor arbitrated by ELIA.

ART. II.11 SUBMISSION OF AFRR ENERGY BIDS

II.11.1 The duration of an aFRR Energy Bid is a single quarter-hour.

II.11.2 The BSP submits aFRR Energy Bids in accordance with Art. II.3.7 and respecting the rules set out in Annex 9.

II.11.3 For each quarter-hour, the BSP may choose which Delivery Points part of the Pool are included in the aFRR Energy Bid, while complying with conditions set forth in Annex 9.

II.11.4 The BSP, for the Delivery Points included in an aFRR Energy Bid, performs the data exchange, as determined in Annex 9.G, during the Validity Period of the concerned aFRR Energy Bid.

II.11.5 Contracted aFRR Energy Bids for possible activation on Day D have to be submitted by the BSP to ELIA, taking into account Art. II.11.15, at the latest in day-ahead (Day D-1) at 15:00 CET according to the rules set out in Annex 9.

II.11.6 aFRR Energy Bids can be submitted and updated until aFRR Balancing GCT[7] in accordance with the rules set forth in Annex 9.

II.11.7 Each time (the update of) an aFRR Energy Bid is submitted to ELIA, checks, as described in Annex 9.E, are performed by ELIA. In case of non-compliance with the requirements of these checks, the concerned (update of) aFRR Energy Bid is automatically rejected by ELIA and the BSP is directly notified of the rejection as well as the reason for rejection.

II.11.8 At aFRR Balancing GCT, an aFRR Energy Bid is a firm commitment by the BSP to supply the corresponding aFRR Power.

II.11.9 The BSP is responsible for the correctness and accuracy of its aFRR Energy Bids. ELIA cannot be held responsible for any potential mistakes or errors in the aFRR Energy Bid submission to ELIA.

II.11.10 For each quarter-hour the BSP may decide to list a set of Delivery Points and/or aFRR Low-Voltage Delivery Point Groups in the Supporting aFRR Providing Group. These Delivery Points can be used to provide the aFRR Requested during the concerned quarter-hour. The rules for aFRR Energy Bids as defined in articles Art. II.11.3, Art. II.11.4, Art. II.11.6, Art. II.11.7 and Art. II.11.9 also apply for the Supporting aFRR Providing Group.

II.11.11 An aFRR Low-Voltage Delivery Point Group can only be part of a Supporting aFRR Providing Group in case the size of the aFRR Low-Voltage Delivery Point Group in the upward or downward direction, as determined in accordance with Art. II.3.20, is larger than or equal to 0.1 MW.

II.11.12 As of aFRR Balancing GCT and until 5 minutes before the start of the Validity Period of an aFRR Energy Bid, the BSP can submit a request to decrease the volume of its aFRR Energy Bid under the following circumstances:

- A redispatching energy bid, provided by a Delivery Point DP_{SU} also included in the non-contracted aFRR Energy Bid, is activated by ELIA;
- the aFRR Energy Bid is impacted by a Forced Outage.

The request, including the volume by which the aFRR Energy Bids needs to be decreased, is communicated by the BSP to ELIA in accordance with the procedure in Annex 9.

[7] As stipulated in Art.II.19.5, this article does not apply for aFRR Energy Bids that are activated for redispatching.

ELIA transfers the request to the aFRR Platform. ELIA cannot guarantee that this request, sent after aFRR Balancing GCT, is taken correctly into account by the aFRR Platform, mainly for technical reasons. In such a case, the concerned aFRR Energy Bid with reduced volume will not receive the validated status before the start of the Validity Period. ELIA will only take the last validated aFRR Energy Bid into account for activation.

II.11.13 As of aFRR Balancing GCT and until 5 minutes before the start of the Validity Period of a non-contracted aFRR Energy Bid, the BSP can request a decrease of the volume of this aFRR Energy Bid under the condition that the BSP has a firm intention, at the moment of the request, to actually dispatch one or several Delivery Points, part of that non-contracted aFRR Energy Bid, to balance the perimeter of the BRP (i.e. for self-balancing), balance the ELIA LFC Block (i.e. for reactive balancing) or perform a trade on the intraday market.

The request, including the volume by which the aFRR Energy Bids need to be decreased, is communicated by the BSP to ELIA in accordance with procedure in Annex 9. As stipulated in Art. II.11.12, ELIA cannot guarantee that this request is taken into account by the aFRR Platform.

Upon request of ELIA, the BSP has to justify the request taking in to account the above-mentioned conditions and explain how it operated the volume removed from the aFRR Energy Bid.

II.11.14 As soon as a BSP notices a Forced Outage leading to an unfeasible delivery of the volume(s) offered in an aFRR Energy Bid, the BSP submits an update of its impacted aFRR Energy Bid(s) with a decreased volume. In case the aFRR Balancing GCT has passed and until 5 minutes before the start of the Validity Period of the impacted aFRR Energy Bid, the BSP shall respect the process described in Art. II.11.12. The BSP notifies the Forced Outage in accordance with Annex 9.

II.11.15 Without prejudice to Art.II.11.19, for each quarter-hour, at aFRR Balancing GCT, the sum of all offered contracted aFRR Energy Bids per direction that Elia did not consider as unavailable for activation for the reason described in Art. II.11.24 should be equal to the aFRR Obligation of the BSP in the corresponding direction.

II.11.16 When the sum of the offered contracted aFRR Energy Bids in the upward (respectively downward) direction, as described in Art. II.11.15, is not equal to the corresponding aFRR Obligation in the upward (respectively downward) direction for the concerned quarter-hour, the following rules apply:

- If the volume in the upward (respectively downward) direction is lower than the aFRR Obligation in the upward (respectively downward) direction, aFRR Made Available in the upward (respectively downward) direction is set to this volume;
- If the volume in the upward (respectively downward) direction is higher than (or equal to) the aFRR Obligation in the upward (respectively downward) direction, aFRR Made Available in the upward (respectively downward) direction is set to the aFRR Obligation.

II.11.17 In day-ahead (Day D-1) at 15:00 CET, ELIA notifies the BSP of the state of compliance with its aFRR Obligation defined in Art. II.11.15.

II.11.18 If, for one quarter-hour, the aFRR Made Available per direction is lower than the corresponding aFRR Obligation for the concerned quarter-hour, ELIA will apply incentives as foreseen in Art. II.17.2.

II.11.19 In case a contracted aFRR Energy Bid is impacted by a Forced Outage, leading to a non-respect of the aFRR Obligation, and pursuant to Art. II.11.14, after notification to ELIA of the Forced Outage, the BSP disposes of 4 hours to reconstruct the impacted aFRR Obligation(s). Beyond this delay, ELIA applies incentives in accordance with Art. II.17.2.

II.11.20 If, before aFRR Balancing GCT, ELIA sets a medium or high level of CRI which concerns a Delivery Point included in an aFRR Energy Bid, the BSP receives an electronic message to indicate that the concerned aFRR Energy Bid may be considered as unavailable for activation by ELIA until the end time of the medium or high level of CRI. The BSP is requested to make best effort to:

- update its aFRR Energy Bid(s) in order to make available again for activation by ELIA, part or all of the volume of the concerned aFRR Energy Bid; and/or
- shift the aFRR Obligation to other Delivery Point(s), in case the concerned aFRR Energy Bid is submitted in respect of an aFRR Obligation, in order to be able to supply the aFRR Obligation.

When ELIA deems that the best effort principle is not respected, ELIA may request the BSP to demonstrate the actions taken by the BSP to either update its aFRR Energy Bids or shift its aFRR Obligation. ELIA notifies the CREG when such a request is sent to the BSP.

II.11.21 10 minutes before the start of the concerned quarter-hour, the BSP is notified via an electronic message of the effective unavailability of its aFRR Energy Bids impacted by a medium or high level of CRI (i.e. the concerned aFRR Energy Bids is set to unavailable for activation).

II.11.22 Once the levels of CRI are identified by ELIA and communicated to the BSP, the BSP is not allowed to submit an upward (respectively downward) contracted aFRR Energy Bid or increase the volume of an upward (respectively downward) contracted aFRR Energy Bid in case the bid includes Delivery Point(s) belonging to an Electrical Zone with a medium or a high level of CRI in the upward (respectively downward) direction.

II.11.23 At the latest at aFRR Balancing GCT, the BSP is informed via an electronic message of the unavailability of all Delivery Point listed in the Supporting aFRR Providing Group that are impacted by a medium or high level of CRI.

II.11.24 In case, after aFRR Balancing GCT, ELIA considers an aFRR Energy Bid as manifestly erroneous, ELIA has the right to withhold the aFRR Energy Bid (and therefore consider it as unavailable for activation). ELIA provides a justification to the BSP and the CREG at the latest 15 Working Days after the event.

TITLE 5: ACTIVATION

ART. II.12 ACTIVATION

II.12.1 After aFRR Balancing GCT, ELIA may activate partially or entirely one (or more) aFRR Energy Bid(s) by sending the aFRR Requested according to the specifications set out in Annex 10.C.

II.12.2 The selection of aFRR Energy Bids by ELIA's controller is determined in accordance with the Balancing Rules.

II.12.3 The aFRR Requested is determined in accordance with Annex 10.A.

II.12.4 When the activation of an aFRR Energy Bid containing one or more Delivery Points included in an Electrical Zone with a medium or a high level of CRI in the direction of the activation leads to a congestion that needs to be solved within the quarter-hour due to grid element incident or violation of operational limits, ELIA will set the aFRR Requested of the BSP to 0MW. ELIA provides a justification to the BSP and the CREG at the latest 15 Working Days after the event.

II.12.5 The activation of aFRR Energy Bids is remunerated in accordance with Art. II.16.9.

II.12.6 For each Time Step, the BSP may choose any Delivery Point included in an aFRR Energy Bid or any Delivery Point included in the Supporting aFRR Providing Group for the concerned Time Step to perform the activation. Two exceptions for which a Delivery Point cannot be used for upward (respectively downward) activation exist, being:

- the Delivery Point is included in an Electrical Zone with a medium or a high level of CRI in the upward (respectively downward) direction for the concerned quarter-hour, and all upward (respectively downward) aFRR Energy Bids submitted for the concerned quarter-hour related to the Delivery Point, are put at unavailable for activation in line with Art. II.11.21.

- On the condition that the Delivery Point is not part of any upward (respectively downward) aFRR Energy Bids submitted for the concerned quarter-hour, the Delivery Point is included in an Electrical Zone with a an incremental (respectively decremental) medium or a high level of CRI for the concerned quarter-hour, and listed in the Supporting aFRR Providing Group submitted for the concerned quarter-hour.

II.12.7 The participation of the Delivery Points to the aFRR activation is communicated in accordance with Annex 9.G.

II.12.8 The Perimeter of BRP_{BSP} and $BRP(s)_{source}$ are corrected in accordance with dispositions set forth in the BRP Contract.

TITLE 6: BASELINE, AVAILABILITY AND ACTIVATION CONTROL

ART. II.13 BASELINE CONTROL

II.13.1 ELIA checks every Month M that the baseline quality, during Month M-2, is compliant in accordance with Annex 5.C.

II.13.2 ELIA performs the baseline control on the set of Delivery Points part of an aFRR Energy Bid or Supporting aFRR Providing Group but not participating to the provision of the aFRR Requested[8] and not listed in a FCR energy bid.

II.13.3 ELIA informs the BSP via a report as foreseen in Art. II.18.1.

II.13.4 If the baseline quality is deemed as non-compliant, in accordance with Art. II.13.1, incentives are applied as foreseen in Art. II.17.1.

II.13.5 ELIA can request a baseline test, in accordance with Art. II.7, for the Delivery Point(s) excluded from the baseline control for a whole Month for reason of presence in an FCR energy bid, pursuant to Art. II.13.2.

In such a case, the BSP and ELIA agree on the Day during which the baseline test is performed taking into account that the baseline test has to be performed no later than 10 Working Days after the reception of the request of ELIA.

ART. II.14 AVAILABILITY CONTROL

II.14.1 The availability of the aFRR Capacity is monitored by ELIA on the basis of availability tests.

II.14.2 Availability tests only apply for aFRR Obligation and focus on testing the aFRR Capacity Requested. In other words, the goal is not to test the ramping behavior or the follow-up of a setpoint.

II.14.3 An availability test consists of the activation of one or more aFRR Energy Bid(s) corresponding to a volume of aFRR Up[9] (respectively aFRR Down) for a duration of three quarter-hours:

- First quarter-hour is dedicated to the ramp-up (respectively ramp-down);
- During second quarter-hour the aFRR Capacity Requested must be supplied by the BSP;
- Third quarter-hour is dedicated to return to delivery.

II.14.4 The aFRR Energy Bid(s) tested during an availability test are unavailable for activation for the duration of the availability test.

II.14.5 All Delivery Points included in an aFRR Energy Bid activated for an availability test can exclusively participate to the availability test; they are not allowed to participate to the provision of the aFRR Requested for the duration of the availability test[10].

II.14.6 An availability test can be triggered at any moment by ELIA in accordance with the rules set forth in Annex 12.A to 12.C.

II.14.7 Availability tests are not remunerated by ELIA.

II.14.8 ELIA considers an availability test as failed if at least one of the following conditions is satisfied:

- The availability test does not respect the compliancy criteria described in Annex 12.D;
- The BSP has failed to execute the communications foreseen in Annex 12.F (without fault by ELIA).

II.14.9 Perimeters of BRP_{BSP} and $BRP(s)_{source}$ are corrected in accordance with dispositions set forth in the BRP Contract for the quarter-hour during which the aFRR Capacity Requested must be supplied, in accordance with Annex 12.B.

II.14.10 ELIA checks every Month M the availability test(s) performed during Month M-2, as described in Art. II.14.8 and informs the BSP via a report as foreseen in Art. II.18.1.

II.14.11 In case of a failed availability test, in accordance with Art. II.14.8, incentives are applied as foreseen in Art. II.17.3 to II.17.5.

ART. II.15 ACTIVATION CONTROL

II.15.1 The activation control for the aFRR Service is performed for each Time Step, as per the method described in Annex 13.

II.15.2 ELIA checks every Month M the aFRR Energy Discrepancy of Month M-2, in accordance with Art. II.15.1.

II.15.3 ELIA informs the BSP via a report as foreseen in Art. II.18.1.

II.15.4 In case of positive aFRR Energy Discrepancy, determined in accordance with Art. II.15.2, incentives are applied as foreseen in Art. II.17.6.

[8] i.e. the Delivery Points for which DP_{aFRR} equals to 0.
[9] i.e. only the contracted part of the aFRR Energy Bid.
[10] i.e. DP_{aFRR} must equal 0.

TITLE 7: REMUNERATION AND INCENTIVES

ART. II.16 REMUNERATION

II.16.1 The remuneration of the aFRR Service consists of a remuneration for the aFRR Awarded, a remuneration for the aFRR Requested and a remuneration of the aFRR Requested RD.

Remuneration for aFRR Awarded

II.16.2 The remuneration for the aFRR Awarded is based on a "pay-as-bid" principle.

II.16.3 The remuneration for the aFRR Awarded for a given Month is the sum of the individual remuneration of each awarded aFRR Capacity Bid.

II.16.4 The remuneration for one awarded "All-CCTU" aFRR Capacity Bid is equal to the sum of the remuneration for awarded volumes upwards and downwards. The remuneration in the upward (respectively downward) direction is the multiplication of:

- The awarded volume of aFRR Up (respectively aFRR Down), in MW, for the concerned "All-CCTU" aFRR Capacity Bid, in accordance with Art. II.9;
- The corresponding price, in €/MW/h;
- The number of corresponding hours of the concerned Day D.

II.16.5 The remuneration for one awarded "Single-CCTU" aFRR Capacity Bid is equal to the multiplication of:

- The awarded volume, in MW, of the concerned "Single-CCTU" aFRR Capacity Bid in accordance with Art. II.9;
- The price, in €/MW/h, of the concerned "Single-CCTU" aFRR Capacity Bid in accordance with Art. II.9;
- The number of corresponding hours of the CCTU concerned.

Remuneration for the aFRR Requested and aFRR Requested RD[11]

II.16.6 The remuneration for the aFRR Requested is based on a "pay-as-cleared" principle. By convention, a positive value corresponds to an amount paid by ELIA to the BSP while a negative value corresponds to an amount paid by the BSP to ELIA.

II.16.7 The applicable price in €/MWh for the concerned Time Step and in the concerned direction is defined as:

$$\text{applicable price up} = \max(CBMP\ up\ ;\ bid\ price)\ ^{12}$$

$$\text{applicable price down} = \min(CBMP\ down\ ;\ bid\ price)^{12}$$

where:

- $CBMP\ up\ (down)$ is the Cross-Border Marginal Price[13] in the upward (downward) direction for the concerned Time Step. In case of a fallback scenario, the

[11] As per Art. II.19, the aFRR Requested RD is added to the aFRR Requested in the calculation of the remuneration
[12] The applicable price for a direction equals the bid price in case the CBMP for that Time Step in the direction is invalid.
[13] The CBMP per Time Step is published on ENTSO-E transparency platform (ENTSO-E Transparency Platform (entsoe.eu)).

$CBMP\ up\ (down)$ is replaced by the local marginal price up (down) as defined in Annex 14;

- $bid\ price$ is the price, in €/MWh, of the concerned aFRR Energy Bid.

II.16.8 For each Time Step of a Month, the remuneration for the aFRR Requested is the sum of the remuneration for the aFRR Requested per Energy Bid.

II.16.9 For each Time Step, the remuneration for the aFRR Requested per aFRR Energy Bid is the multiplication of:

- The aFRR Requested of the concerned aFRR Energy Bid, in MW, determined in accordance with Annex 10.B;
- The applicable price in €/MWh for the concerned Time Step and in the concerned direction, in accordance with Art. II.16.7;
- The duration of a Time Step, expressed in hours (4 seconds / 3600 seconds):

$$\frac{\text{aFRR Requested}_{\text{bid}} \times \text{applicable price}}{900}$$

ART. II.17 INCENTIVES[14]

Baseline control incentives

II.17.1 In case of three consecutive baseline controls not compliant, ELIA suspends the BSP from participation to capacity auctions for the aFRR Service. ELIA notifies the suspension to the BSP by e-mail to the contractual responsible listed in Annex 17. The date for the entry into force of the suspension (no later than 5 Working Days after the notification by ELIA) is indicated in the e-mail of notification. The BSP has to succeed a new baseline test, in accordance with Art. II.7, in order to participate again to capacity auctions for the aFRR Service.

Availability control incentives

II.17.2 If ELIA observes, in accordance with Art. II.11.15 and Art. II.11.16, that the aFRR Made Available per aFRR Capacity Product is lower than the aFRR Obligation for a quarter-hour, ELIA applies incentives per aFRR Capacity Product in accordance with Annex 15.A and with article 44(1)h of the EBGL.

II.17.3 If ELIA observes, in accordance with Art. II.14.10, that an availability test has failed, ELIA applies incentives as foreseen in Art. II.17.4 and II.17.5 and in accordance with article 44(1)h of the EBGL.

II.17.4 A financial incentive, defined per aFRR Capacity Product, applies on any failed availability test in the upward (downward) direction of the considered Month. ELIA establishes, for each failed availability test of the Month, the number of aFRR Missing MW per aFRR Capacity Product, based on the method described in Annex 12.E. The calculation of the incentive is detailed in Annex 15.B.

II.17.5 In case of two consecutive failed availability tests related to the same aFRR Capacity Product, ELIA adapts the $aFRR_{max,up}$ (respectively $aFRR_{max,down}$) as defined in Annex 15.B. ELIA notifies the BSP of the modification by sending an e-mail to the contractual responsible listed in Annex 17. The date of entry into force (no later than 5 Working Days after the notification by ELIA) for the updated $aFRR_{max,up}$ (respectively $aFRR_{max,down}$) is communicated together with the updated value(s). A new prequalification test, pursuant to Art. II.8, has to be performed to increase again the $aFRR_{max,up}$ (respectively $aFRR_{max,down}$).

Activation control incentives

II.17.6 In accordance with article 44(1)h of the EBGL, a financial incentive applies to any aFRR Energy Discrepancy. ELIA establishes, each Month, the aFRR Energy Discrepancy in the upward direction (downward) direction based on method described in Annex 13.A. The calculation of the incentive is detailed in Annex 15.C.

Forced Outage

II.17.7 As per Art. II.11.19, in case of Forced Outage of one or more Delivery Point(s), impacting the aFRR Made Available, ELIA applies incentives foreseen under Art. II.17.2 as of expiry of a 4 hour reconstitution time.

Cap on financial incentives

II.17.8 The sum of financial incentives under Art. II.17.2, II.17.4 and II.17.6, is subject to a monthly cap. This incentive cap is equal to the total remuneration for the aFRR Service for the concerned Month, determined in accordance with Art. II.16.1.

[14] The reference to “penalty” made in Art. I.6 of the General Conditions is to be considered as a reference to “incentive”.

TITLE 8: INVOICING

ART. II.18 INVOICING AND PAYMENT

II.18.1 At the latest by the end of each calendar Month, ELIA presents to the BSP, in a joint validation platform or other channel[15]:

- a report related to the baseline control for Month M-2, as foreseen in Art II.13.3. This report indicates, amongst others, the baseline quality for Month M-2 as calculated by ELIA in accordance with Art. II.13.1, showing the method of calculation and all data on which the calculation is based;
- a report related to the availability test(s) organized during the Month M-2, as foreseen in Art. II.14.10. This report indicates, amongst others, all incentives for Month M-2 as calculated by ELIA in accordance with Art.II.17.3 and II.17.4, showing the method of calculation and all data on which the calculation is based;
- a report related to the control of the aFRR Obligation to be respected for the Month M-2, as foreseen in Art. II.11.15 and Art. II.11.16. This report indicates, amongst others, all incentives for Month M-2 as calculated by ELIA in accordance with Art. II.17.2, showing the method of calculation and all data on which the calculation is based;
- a report related to the activation control of the aFRR Service provided by the BSP in Month M-2, as foreseen in Art. II.15.1. This report indicates, amongst others, all incentives for Month M-2 as calculated by ELIA in accordance with Art. II.17.6II.17.6, showing the method of calculation and all data on which the calculation is based.

II.18.2 Disputes from the BSP regarding the report and incentives stipulated in Art. II.18.1 must be reported within 25 calendar Days starting from the Day following ELIA submission of the respective report. In such a case, the Parties shall enter into negotiations with each other with a view to reach an agreement, in accordance with Art. I.13 of the General Conditions.

II.18.3 If no agreement can be reached:

- the BSP, when drawing up its credit note for Month M as specified in Art II.18.4, shall take into account the incentives calculated by ELIA; and
- the Parties shall continue their negotiations with a view to reaching an amicable arrangement and, after concluding their agreement, settle this credit note ex-post; and
- if no amicable arrangement is reached, the dispute settlement procedure set out in Art. I.13 of the General Conditions shall apply.

II.18.4 Without prejudice to Art. I.5 of the General Conditions, the BSP sends, by e-mail, to ELIA invoicing & payment with a copy to ELIA Settlement (both listed in Annex 17), at the latest by the 25th of each calendar Month M:

- an invoice for remuneration for the aFRR Awarded for the Month M-1, calculated as described in Art. II.16.3; and/or
- an invoice or credit note for remuneration for the aFRR Requested for the Month M-1, calculated as described in Art. II.16.8; and/or
- an invoice or credit note for the remuneration for the aFRR Requested RD for the Month M-1, calculated as described in Art. II.19.8; and/or

- as the case may be, a credit note related to the incentives resulting from the availability test(s) for the Month M-3, as calculated by ELIA under Art. II.17.3 and II.17.4 and reported in accordance with Art. II.18.1; and/or

- as the case may be, a credit note related to control of the aFRR Obligation to be respected for the Month M-3, as determined by ELIA under Art. II.17.2 and reported in accordance with Art. II.18.1; and/or

- as the case may be, a credit note related to the incentives resulting from the activation control for the Month M-3, as calculated by ELIA under Art. II.17.6 and reported in accordance with Art. II.18.1.

The invoice or credit note includes, pursuant to Art. I.5 of the General Conditions, for each individual implicated offer:

  - the indication of the Month M; and

  - the applicable amount.

II.18.5 ELIA shall either approve or reject the invoice and/or credit note within 5 Working Days after reception.

II.18.6 Annex 16 includes the appropriation structure to be mentioned by the BSP in each of its invoices and/or credit notes.

TITLE 9: OTHER DISPOSITIONS

ART. II.19 ACTIVATION OF AFRR SERVICE FOR OTHER PURPOSES

II.19.1 Contracted aFRR Energy Bids related to Delivery Points DP_{SU} may be activated by ELIA for redispatching purposes, in accordance with the Rules for Coordination and Congestion Management.

II.19.2 ELIA communicates the concerned aFRR Energy Bids as well as the start and end time of an activation of aFRR Energy Bids for redispatching to the BSP at aFRR Balancing GCT of the first activated aFRR Energy Bid using the process described in Annex 11.C.

II.19.3 The aFRR Energy Bids concerned by the activation for redispatching have to be part of the same group of aFRR Energy Bids and have to be linked across quarter-hours in accordance to Annex 9.B.

II.19.4 An activation of aFRR Energy Bids for redispatching has a minimum duration of one quarter-hour. The activation exists of:

- a linear ramping of 5 minutes which starts at the beginning of the first quarter-hour;
- a linear ramping of 5 minutes which ends at the end of the last quarter-hour;
- all time steps in between: delivery of the complete offered volume of the activated aFRR Energy Bids.

II.19.5 Once the BSP is informed of the activation of its aFRR Energy Bids for redispatching, the BSP can no longer update the concerned aFRR Energy Bids.

II.19.6 The aFRR Energy Bids activated for redispatching as well as the aFRR Energy Bids linked to them in the opposite direction, in accordance to Annex 9.B, are set to unavailable for activation for aFRR purposes by ELIA for the duration of the redispatching activation.

II.19.7 Only Delivery Points included in an aFRR Energy Bid activated for redispatching can participate to the redispatching activation.

II.19.8 The Delivery Points included in a contracted aFRR Energy Bid activated for redispatching can only participate in this activation. They are not allowed to participate to the provision of the aFRR Requested for the duration of the redispatching activation.

II.19.9 An activation of an aFRR Energy Bid for reason of redispatching is remunerated by ELIA in line with Art. II.16.9. For this, ELIA adds to the aFRR Requested the aFRR Requested RD, calculated in accordance to Annex 11.A.

II.19.10 Activation control incentives as defined in Art. II.17.6, also apply to an activation for redispatching. In other words:

- in the calculation of the aFRR Energy Discrepancy, ELIA also considers the aFRR Requested RD and the aFRR Supplied from the Delivery Points related to the aFRR Energy Bids activated for redispatching.
- in the calculation of the aFRR Energy Discrepancy incentive as per Annex 15.C, ELIA adds the aFRR Requested RD to the aFRR Requested and takes the remuneration related to the aFRR Requested RD into account.

ART. II.20 CONTACT PERSONS

II.20.1 In accordance with Art. I.9 of the General Conditions, both parties keep the contact details up to date throughout the validity of the BSP Contract aFRR, by exchanging the filled out template in Annex 17. These exchanges and updates can be done via e-mail.

ART. II.21 DURATION OF THE BSP CONTRACT AFRR

II.21.1 This BSP Contract aFRR is concluded for a fixed duration and will terminate on 31/12/2026.

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

ELIA TRANSMISSION BELGIUM N.V./S.A., represented by:

[•]	**[•]**
[•]	**[•]**
Date:	Date:

[ServiceProvider], represented by:

[•]	**[•]**
[•]	**[•]**
Date:	Date:

PART III - ANNEXES

ANNEX 1. PROCEDURE FOR BSP ACCEPTANCE

This annex describes all the conditions to be fulfilled by the BSP in order to participate in aFRR Service.

1.A OPEN QUALIFICATION PROCEDURE

Prior to signature of the BSP Contract aFRR, a candidate should apply to become a qualified balancing service provider.

The cumulative conditions to become a qualified balancing service provider are listed hereunder:

- Provision of a declaration (referred to as “sworn statement”) in which the candidate declares the fulfilment of the obligations related to payment of social security contributions in accordance with the legal provisions, fulfilment of the obligations related to payment of taxes in accordance with the legal provisions, and situation of non-bankruptcy;
- Proof of a sound financial and economic situation of the candidate.

A candidate can apply by submitting a completed application form and the required documents, for the applicable service to ELIA. The application form and the template for the sworn statement can be downloaded on ELIA website or requested by e-mail to the contractual responsible as mentioned in Annex 17.

The application has to be submitted to ELIA at least one month before the date of signature of the BSP Contract aFRR.

Following the reception of the application, ELIA disposes of 8 weeks to approve (or reject) it and notify the approval (or reasons for rejection) to the BSP by e-mail to the contractual responsible, as per Annex 17. In case ELIA rejects the application, a sound justification of the rejection as well as a request for additional information are provided by ELIA to the BSP. From ELIA’s request, the BSP disposes of 4 weeks to come back to ELIA with the requested additional information. Beyond this delay, the application is considered by ELIA as withdrawn.

1.B DESIGNATION OF A BRP_{BSP}

In accordance with Art II.2.2, if the BSP designates a third party, he has to submit to ELIA the template document completed and signed by the concerned BRP_{BSP}.

Template for BRP_{BSP} designation

[BRP_{BSP}] validly represented by Mr/Ms. [Name] in his/her quality as [Function] (hereinafter “The BRP_{BSP}”) hereby confirms to ELIA that it will be representing [BSP] validly represented by Mr/Ms. [Name] in his/her quality as [Function] (hereinafter “The BSP”) for the provision of the aFRR Service as described in the BSP Contract aFRR. This agreement is valid from DD/MM/YYYY to DD/MM/YYYY. The BRP_{BSP} confirms holding a valid BRP Contract with ELIA during the period of validity of this agreement. Any Party to this agreement has the right to terminate the agreement unilaterally by registered letter to ELIA and the other Party. Termination of the agreement will be effective 10 Working Days after reception by ELIA of the registered letter.

ANNEX 2. PROCEDURE FOR DELIVERY POINT ACCEPTANCE

This Annex describes all the conditions to be fulfilled by a Delivery Point in order to participate in the aFRR Service.

2.A PRIVATE MEASUREMENT COMMISSIONING TEST

The aim of this Private Measurement commissioning test is to prove that the Private Measurement meets the measurement and communication requirements imposed by ELIA in accordance with Art. II.3.2 and II.3.3.

A Private Measurement Technical Info Checklist document must be provided to ELIA at the latest 10 Working Days before the commissioning test. The Private Measurement Technical Info Checklist can be found on ELIA website or can be requested by e-mail to the contractual responsible as mentioned in Annex 17. Provided information must comprise at least:

- A single-line diagram on which the Delivery Point(s), the Private Measurement Device(s) and communication device(s) are located;
- The technical information of the Private Measurement Device(s) (accuracy class, etc.);
- If applicable, the equation used to determine the correct measurement based on several measurement devices situated at or downstream of the Access Point.

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

The general liability regime organized by Art. I.6 of the General Conditions is applicable during the test.

In case the correct measurement is determined using an equation based on several measurement devices situated at or downstream of the Access Point:

- the BSP informs ELIA immediately in case of a change in topology behind the Access Point that impacts the equation;
- ELIA has the right to request ex-post the data of the individual measurement devices from the BSP to verify the consistency of the calculation done by the BSP.

2.B TEMPLATE FOR GRID USER DECLARATION

In accordance with Art. II.3.7, ELIA must receive the proof that the Grid User has signed without reserve the Grid User Declaration. A single Grid User Declaration can include one or a list of Delivery Points related to the concerned Grid User. The Grid User Declaration has to contain at least the following clauses:

- The present Grid User Declaration only applies for the Delivery Points listed in Table *1*.
- The Grid User hereby acknowledges that all given information in this Grid User Declaration is true and accurate.
- The Grid User hereby acknowledges that it will participate in the aFRR Service only with one party (being the BSP) at the same time and that the list of Delivery Point(s) in Table *1* is submitted for only one party (being the BSP) at the same time.

- The Grid User confirms to ELIA that its commitment to provide aFRR Service as stipulated in the BSP Contract aFRR 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 Supplier of the Grid User).

- The Grid User hereby gives permission to the BSP to offer the aFRR Service to ELIA as described in the BSP Contract aFRR, from DD/MM/YYYY to DD/MM/YYYY.

- The Grid User acknowledges that the present document is valid for each Delivery Point listed in Table *1* until either respective expiry date of the Grid User Declaration or the submission of a new Grid User declaration, for one (or more) of the Delivery Point(s) listed in Table *1*, signed and validated by the Grid User. The present Grid User Declaration remains valid until its expiry date for all Delivery Points listed in Table *1* not concerned by the aforementioned new Grid User Declaration.

- The Grid User hereby gives explicit permission to send to ELIA the measurement data, the baseline and all data relevant to the provision of the aFRR Service of the concerned Delivery Points. The Grid User confirms that he has designated a market party responsible for the data exchange.

- If the concerned Delivery Points are connected to a CDS, the Grid User confirms that he has informed the concerned CDSO of its participation to the aFRR Service;

- Details of the concerned Delivery Point(s):

Delivery Point name	Delivery Point identification (EAN)	DPaFRR,max,up [MW]	DPaFRR,max,down [MW]	Transfer of Energy with financial compensation based on correction of the metering [Y/N]

Table 1 - List of Delivery Point(s) concerned

2.C TEMPLATE FOR THE OPT OUT ARRANGEMENT

The BSP duly represented by Mr/Ms [Name] in his/her quality as [Function];

The BRP_{BSP} duly represented by Mr/Ms [Name] in his/her quality as [Function], associated with the BSP towards ELIA according to dispositions of the BSP Contract aFRR;

For each concerned BRP_{source} of the Delivery Point(s) concerned:

BRP_{source} duly represented by Mr/Ms [Name] in his/her quality as [Function], being a designated BRP for the Delivery Point(s) concerned according to dispositions of the Access Contract;

For each concerned Supplier of the Delivery Point(s) concerned:

The Supplier duly represented by Mr/Ms [Name] in his/her quality as [Function], 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 supply the aFRR Service to ELIA using all Delivery Point(s) concerned for which the BSP holds a valid Grid User Declaration for the aFRR Service.

2.D ENERGY MANAGEMENT STRATEGY

In case the BSP wishes to add a Delivery Point with Limited Energy Reservoir to its Pool, the BSP needs to send an energy management strategy by e-mail to the contractual responsible as mentioned in Annex 17. The energy management strategy aims to prove the ability of a Delivery Point with Limited Energy Reservoir, on its own or together with other Delivery Points of the Pool, to comply with requirements for provision of the aFRR Service as these are stipulated in Art. II.3.8.

The required information for the energy management strategy is described in the document “aFRR Energy Management Strategy Requirements” which is published on the ELIA website and is available on demand by e-mail to the contractual responsible as mentioned in Annex 17.

2.E REQUEST TO USE THE REAL-TIME BASELINE

In case the BSP wishes to deviate from the default baseline and to instead use the real-time baseline for one or more Delivery Points, the BSP needs to send a request with the following information by e-mail to the contractual responsible as mentioned in Annex 17:

- the list of the Delivery Points for which the request is made (Delivery Point names and EAN codes);
- a sound justification indicating why there is no viable way to use the default baseline while meeting the accuracy requirements as stipulated in Annex 5.B and/or Annex 5.C, and how a real-time baseline would allow achieving sufficient accuracy;
- an accurate description of the method and inputs that would be used by the BSP to calculate the real-time baseline;
- clear evidence that the calculated real-time baseline would be independent from:
    - whether or not the Delivery Point would be participating to the provision of the aFRR Requested (i.e., DP_{aFRR}) and the volume of aFRR Requested;
    - the operating conditions of the concerned Delivery Point.

Upon submission of the request to use the real-time baseline for a Delivery Point, the BSP:

- confirms that the inputs used for the calculation of the real-time baseline, as described in its request to make use of the real-time baseline, can be made available to ELIA upon request of ELIA;
- declares that the real-time baseline is traceable to the different inputs used as described in the method and inputs used by the BSP to calculate the real-time baseline as described in the BSP’s request to make use of the real-time baseline;
- declares that the baseline is calculated independently from whether or not the Delivery Point would be participating to the provision of the aFRR Requested (i.e., DP_{aFRR}), and independently from the aFRR supplied by the Delivery Point;
- acknowledges ELIA’s right to perform an audit to check that the calculation of the real-time baseline is effectively performed as described by the BSP.

ELIA evaluates the validity of the information provided by the BSP and validates or rejects the request to use the real-time baseline. ELIA can, at any moment, reject the possibility to use the real-time baseline in case one of the above conditions would no longer be respected for one or more Delivery Points. In case

Annex 2 Procedure for Delivery Point acceptance

Elia rejects the possibility to use the real-time baseline for a Delivery Point, Elia provides a justification to the BSP and the CREG.

Delivery Points that need to be included in an aFRR Low-Voltage Delivery Point Group in accordance with Art. II.3.17 cannot make use of the possibility to use a real-time baseline.

ANNEX 3. MEASUREMENT REQUIREMENTS

All Delivery Points must have one or several measurement device(s) installed that meet(s) the following minimum requirements.

3.A GENERAL MEASUREMENT REQUIREMENTS FOR ALL DELIVERY POINTS

A measurement device that can provide 4 seconds measurement data to measure Injection or Offtake of the Delivery Point concerned.

3.B SPECIFIC MEASUREMENT REQUIREMENTS FOR EACH TYPE OF DELIVERY POINT

Delivery Points on the ELIA Grid or within a CDS

- In case of the Private Measurement, the Private Measurement Device must comply with the measurement requirements specified in the document "General technical requirements for private measurement" published on the ELIA website and available on demand by e-mail to the contractual responsible as mentioned in Annex 17.

Delivery Points on the Public Distribution Grid

- The BSP should refer to the FSP-DSO Contract.
- All communications and agreements regarding the measurement requirements should be discussed with the applicable DSO.

3.C REQUEST FOR POWER MEASUREMENT

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 4. The BSP and ELIA sign an addendum concerning this communication.

ANNEX 4. LIST OF DELIVERY POINTS

In accordance with Art. II.3.12□, the list of Delivery Points connected to the ELIA Grid or to a CDS is defined based on the following template. In addition, in accordance with Art. II.3.18, the list of aFRR Low-Voltage Delivery Point Groups is defined based on the following templates. The list is exchanged by e-mail between ELIA and the BSP through the form of an excel file.

Annex4_BSP_ddmmyyyy.xlsx

4.A BSP POOL ATTRIBUTES

Refer to sheet 1 of the excel file.

4.A BSP Pool attributes	
BSP name	
Contract reference	
Request for update (dd/mm/yyyy)	
Go Live of the update (dd/mm/yyyy)	
aFRR_max,up [MW]	
aFRR_max,down [MW]	

4.B LIST OF DELIVERY POINTS DP_{SU}

Refer to sheet 2 of the excel file.

4.B List of delivery points DP_{SU}

Delivery Point name	Delivery Point EAN	Access Point EAN (if different)	DP_aFRR,max,up (MW)	DP_aFRR,max,down (MW)	DP_aFRR,cb,up (MW)	DP_aFRR,cb,down (MW)	Last prequalification test (dd/mm/yyyy)	Use of real-time baseline (Yes/No)

4.C LIST OF DELIVERY POINTS DP_{PG}

Refer to sheet 3 of the excel file.

Annex 4 List of Delivery Points

4.C List of delivery points DP_{PG}

Delivery Point name	Delivery Point EAN	Access Point EAN (if different)	Grid User name	GUD Valid until (dd/mm/yyyy)	DP_aFRR,max,up (MW)	DP_aFRR,max,down (MW)	DP_aFRR,cb,up (MW)	DP_aFRR,cb,down (MW)	Last prequalification test (dd/mm/yyyy)	Use of real-time baseline (Yes/No)

4.D LIST OF AFRR LV DELIVERY POINT GROUP

Refer to sheet 4 of the excel file.

4.D List of aFRR LV delivery point providing group

aFRR Low-Voltage Delivery Point Group name	aFRR Low-Voltage Delivery Point Group EAN

ANNEX 5. BASELINE QUALITY

5.A ORGANISATION OF THE BASELINE TEST

The baseline test is scheduled with ELIA upon request of the BSP. The BSP sends the request by e-mail to the contractual responsible, as provided in Annex 17.

The BSP and ELIA agree on a Day D, during which the baseline test is performed. ELIA proceeds to the baseline test no later than 10 Working Days after the reception of the BSP request.

At the latest 10 Working Days after the baseline test has taken place, ELIA provides the results of the baseline test by e-mail to the contractual responsible of the BSP, as per Annex 17.

5.B COMPLIANCY CRITERIA FOR THE BASELINE TEST

For a baseline test, the baseline quality is evaluated for Day D on the set of Delivery Points listed for participation to the baseline test. The baseline test is compliant if the quality factor is higher or equal to 95%:

$$\text{quality factor}(\text{D}) \geq 95\%$$

The quality factor for Day D is determined in accordance with the following procedure:

1. For each Time Step “ts” of Day D, the estimated baseline is the sum of the baseline $\text{DP}_{\text{baseline}}(\text{ts})$ per Delivery Point:

$$\text{estimated baseline}(\text{ts}) = \sum_{\text{DP}} \text{DP}_{\text{baseline}}(\text{ts})$$

2. For each Time Step “ts” of Day D, the measured power is the sum of the measured power $\text{DP}_{\text{measured}}(\text{ts})$ per Delivery Point:

$$\text{measured power}(\text{ts}) = \sum_{\text{DP}} \text{DP}_{\text{measured}}(\text{ts})$$

3. The deviation per Time Step "ts" of Day D is the difference between the estimated baseline and the measured power:

$$\text{deviation}(\text{ts}) = \text{estimated baseline}(\text{ts}) - \text{measured power}(\text{ts})$$

4. N is the number of Time Steps of Day D;

5. The reference baseline is the average of the estimated baseline, in absolute value, over all Time Steps of Day D:

$$\text{reference baseline} = \frac{\sum_{\text{Time Steps}} |\text{estimated baseline}(\text{ts})|}{\text{N}}$$

6. The quality factor is determined by:

$$\text{quality factor}(\text{D}) = 1 - \frac{\sqrt{\frac{\sum_{\text{Time Steps}} \text{deviation}(\text{ts})^2}{\text{N}}}}{\max(\text{reference baseline}; 1)}$$

5.C COMPLIANCY CRITERIA FOR THE BASELINE CONTROL

A quality factor is computed for each Day D of Month M. The baseline control is compliant if the average quality factor for Month M is higher than 95%:

$$\frac{\sum_{D \in M} \text{quality factor(D)}}{\text{number of Days D in Month M}} \geq 95\%$$

To establish the quality factor for Day D, ELIA takes into account only the Time Steps "ts" of Day D for which at least one Delivery Point, which is not listed in an FCR energy bid, does not participate to the provision of the aFRR Requested. The set of relevant Time Steps for the baseline control is referred to as "TS" in the following explanation.

For each Day D of Month M, the quality factor is determined in accordance with the following procedure:

1. For each Time Step $ts \in TS$, the estimated baseline is the sum of the baseline $DP_{baseline}(ts)$ of all Delivery Points compliant with Art. II.13.2:

$$\text{estimated baseline(ts)} = \sum_{DP} DP_{baseline}(ts)$$

2. For each Time Step $ts \in TS$, the measured power is the sum of the measured power $DP_{measured}(ts)$ of all Delivery Point compliant with Art. II.13.2:

$$\text{measured power(ts)} = \sum_{DP} DP_{measured}(ts)$$

3. The deviation per Time Step $ts \in TS$ is the difference between the estimated baseline and the measured power:

$$\text{deviation(ts)} = \text{estimated baseline(ts)} - \text{measured power(ts)}$$

4. N is the number of Time Steps "ts" included in TS;

5. The reference baseline for Day D is the average of the estimated baseline, in absolute value:

$$\text{reference baseline} = \frac{\sum_{\text{Time Steps}} |\text{estimated baseline(ts)}|}{N}$$

6. The quality factor is determined by:

$$\text{quality factor(D)} = 1 - \frac{\sqrt{\frac{\sum_{\text{Time Steps}} \text{deviation(ts)}^2}{N}}}{\max(\text{reference baseline}; 1)}$$

ANNEX 6. PREQUALIFICATION TEST

The outcome of the prequalification tests, in accordance with Art. II.8, determines the $aFRR_{max,up}$ and/or the $aFRR_{max,down}$ that can be offered by the BSP in the capacity auctions.

The prequalification test is mandatory:

- before first participation of the BSP to aFRR capacity auctions; and/or
- to increase the $aFRR_{max,up}$ and/or the $aFRR_{max,down}$, in absolute value.

The $aFRR_{max,up}$ and $aFRR_{max,down}$ are determined by summing the results of all prequalification tests.

6.A ORGANIZATION OF PREQUALIFICATION TEST

The prequalification test is scheduled with ELIA upon request of the BSP. The BSP sends the request by e-mail to the contractual responsible, as provided in Annex 17. The request is performed by the BSP based on the request form for prequalification test published on the ELIA website or available on demand by e-mail to the contractual responsible, as per Annex 17.

In its request, the BSP provides to ELIA its best estimate of the aFRR Power it intends to prequalify.

The BSP and ELIA agree on a time window of 4 hour, during which ELIA can trigger the prequalification test at any moment, in accordance with Annex 6.F. ELIA proceeds to the prequalification test no later than 10 Working Days after the reception of the BSP request. The prequalification pattern is defined in the request form for prequalification test.

At the latest one Working Day before the window of 4 hours, the aFRR Energy Bids for the prequalification test have to be submitted by the BSP in accordance with the rules set out in Annex 9.D. At the latest 10 Working Days after the prequalification test has taken place, ELIA provides the results of the prequalification test by e-mail to the contractual responsible of the BSP, as per Annex 17.

In order to update the $aFRR_{max,up}$ and/or the $aFRR_{max,down}$ for the next auction, the result of the prequalification test should be known and Annex 4 should be updated accordingly, as per Art. II.3.13, at least 5 Working Days before the first capacity auction for which the new values apply.

6.B SPECIFICATIONS OF A PREQUALIFICATION TEST

General specifications

- In case of Delivery Points DP_{SU}, a prequalification test has to be performed by Delivery Point DP_{SU}, in accordance with Art. II.8.5. In other words, each Delivery Point DP_{SU} is tested separately;
- In case of Delivery Points DP_{PG}, the prequalification test can be performed by the Delivery Point DP_{PG} alone or by Providing Group, in accordance with Art. II.8.6. The aFRR Power that the BSP wishes to prequalify must be lower or equal to 100 MW;
- During the 4-hour time window agreed between the BSP and ELIA, all Delivery Point(s) listed for participation in the prequalification test perform the data exchange as determined in Annex 9.G;

- The requirements of the prequalification test depend on the aFRR Capacity Product for which the BSP applies. Prequalification tests can be performed in the upward direction, in the downward direction and/or in both directions combined. In case of a combined prequalification test in both directions, the same aFRR Power is considered in both directions for the prequalification. A distinct aFRR Power in the upward and downward direction can be prequalified by performing a separate prequalification test in the upward and downward direction.

Specifications for aFRR Up or aFRR Down only

For a prequalification test in the upward (respectively downward) direction, ELIA requests a 5 quarter-hour activation of aFRR Up (respectively aFRR Down) as shown in Figure 1, consisting in:

- Ramping phase (first quarter-hour): ramping up (respectively down) during the last 5 minutes of the first quarter-hour to the aFRR Power that the BSP wishes to prequalify;
- Full aFRR Power phase (second quarter-hour): the aFRR Power that the BSP wishes to prequalify is maintained during 15 minutes;
- Third quarter-hour allows the BSP to come back to the baseline;
- Follow-up phase (last 2 quarter-hours): a 30-minutes follow-up of the prequalification pattern.

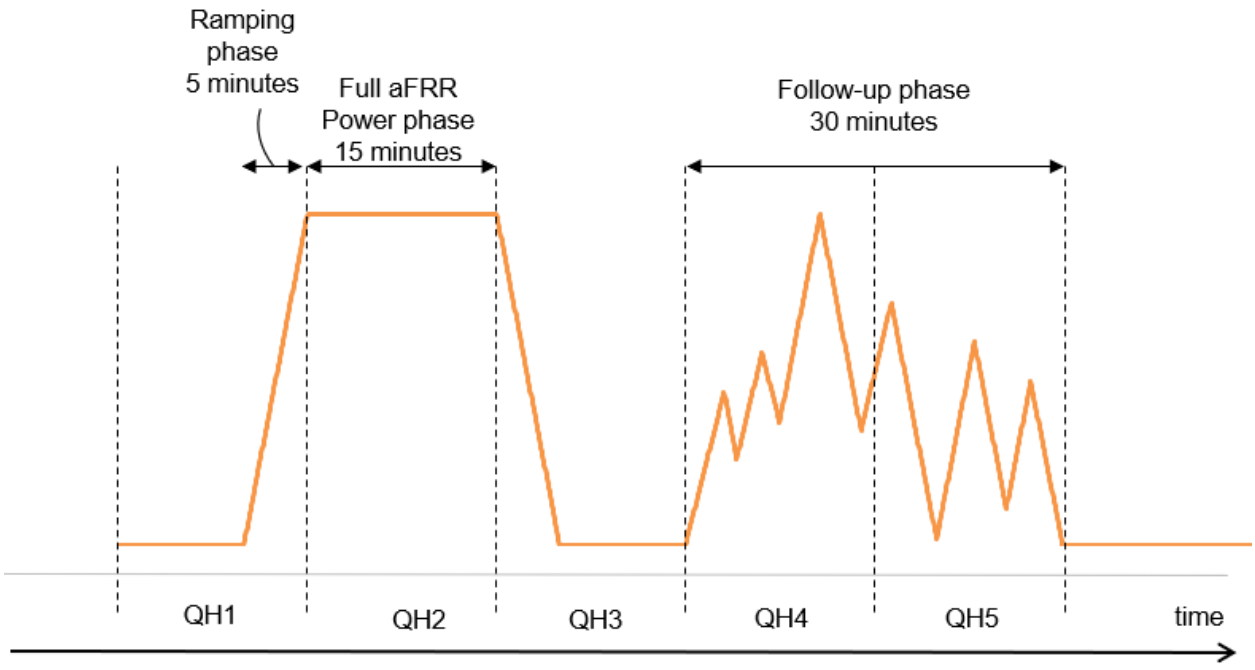


Figure 1 - Prequalification test related to aFRR Up

Specifications for aFRR Up and aFRR Down combined

For a prequalification test in both directions, ELIA requests a 7 quarter-hour activation of aFRR Up and aFRR Down as shown in Figure 2, consisting in:

- Ramping phase in the upward direction (first quarter-hour): ramping up during the last 5 minutes of the first quarter-hour to the aFRR Power that the BSP wishes to prequalify;
- Full aFRR Power phase in the upward direction (second quarter-hour): the aFRR Power that the BSP wishes to prequalify is maintained during 15 minutes;
- Ramping phase in the downward direction (third quarter-hour): ramping down during the last 5 minutes of the third quarter-hour to the aFRR Power that the BSP wishes to prequalify, taking into account the baseline;
- Full aFRR Power phase in the downward direction (fourth quarter-hour): the aFRR Power that the BSP wishes to prequalify is maintained during 15 minutes;
- Fifth quarter-hour allows the BSP to come back to the baseline;
- Follow-up phase (last 2 quarter-hours): a 30-minutes follow-up of the prequalification pattern.

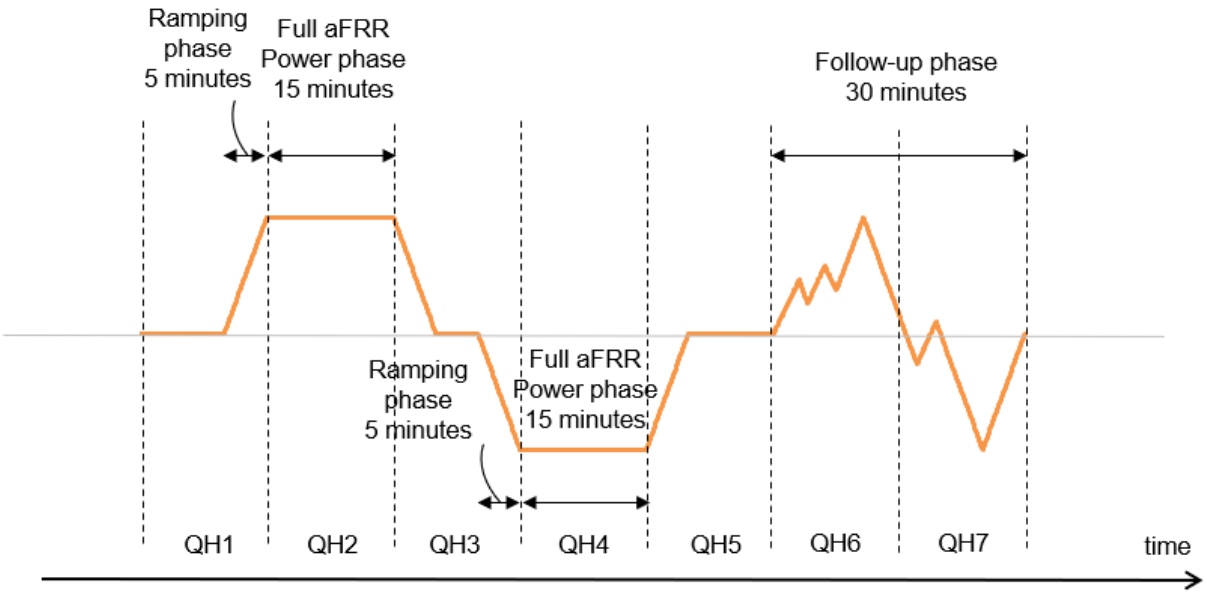


Figure 2 - Prequalification test related to both directions

6.C CRITERIA FOR A SUCCESSFUL PREQUALIFICATION TEST

The prequalification test is successful if no more than 30 deviations $\delta(\mathrm{ts})$ are larger than the permitted deviation during the follow-up phase, with:

- the deviation, per Time Step "ts", is determined as follows:

$$\delta(\mathrm{ts}) = |\text{aFRR Power requested}(\mathrm{ts}) - \text{aFRR Power supplied}(\mathrm{ts})|$$

- the permitted deviation is 7,5% of the aFRR Power that the BSP wishes to prequalify;
- the aFRR Power supplied per Time Step "ts" is determined as follows:

$$\text{aFRR Power supplied}(\mathrm{ts}) = \sum_{\mathrm{DP}} \left[\mathrm{DP}_{\mathrm{baseline},\mathrm{ts}_0} - \mathrm{DP}_{\mathrm{measured}}(\mathrm{ts})\right]$$

where DP are all Delivery Points listed for participation in the prequalification test and $DP_{baseline,ts_0}$ is the last baseline received at the Time Step "ts_0" at which the trigger of the prequalification test is sent by ELIA.

In case the compliancy criteria is not satisfied, the prequalification test is failed and, as a consequence, the $aFRR_{max,up}$ and/or $aFRR_{max,down}$ cannot be updated. To this purpose, a new prequalification test should be performed.

6.D DETERMINATION OF THE $AFRR_{MAX,UP}$ AND $AFRR_{MAX,DOWN}$ OF A PREQUALIFICATION TEST

For each successful prequalification test, pursuant to Annex 6.C, the $aFRR_{max,up}$ and/or $aFRR_{max,down}$ are updated.

Determination of the $aFRR_{max,up}$

If applicable, the result in the upward direction is determined as follows:

$$\min\{(1),(2),(3),(4)\}$$

where

(1) is the minimum aFRR Power supplied during the upward full aFRR Power phase, excluding the two lowest values:

$$\min_{ts \in \text{full aFRR Power phase}} \{\text{aFRR Power supplied}(ts)\}$$

(2) is the difference between the maximum aFRR Power supplied and the minimum aFRR Power supplied during the last 5 minutes of the ramping phase:

$$\max_{ts \in \text{ramping phase}} \{\text{aFRR Power supplied}(ts)\} - \min_{ts \in \text{ramping phase}} \{\text{aFRR Power supplied}(ts)\}$$

(3) is the sum of the $DP_{aFRR,cb,up}$ of each Delivery Points:

$$\sum_{DP} DP_{aFRR,cb,up}$$

(4) is the aFRR Power that the BSP wishes to prequalify;

where the aFRR Power supplied is determined according to Annex 6.C.

Determination of the $aFRR_{max,down}$

If applicable, the result in the downward direction is determined as follows:

$$\max\{(1),(2),(3),(4)\}$$

where

(1) is the maximum aFRR Power supplied during the downward full aFRR Power phase, excluding the two highest values:

$$\max_{ts \in \text{full aFRR Power phase}} \{\text{aFRR Power supplied}(ts)\}$$

(2) is the difference between the minimum aFRR Power supplied and the maximum aFRR Power supplied during the last 5 minutes of the ramping phase:

$$\min_{ts \in \text{ramping phase}} \{\text{aFRR Power supplied}(ts)\} - \max_{ts \in \text{ramping phase}} \{\text{aFRR Power supplied}(ts)\}$$

(3) is the sum of the $DP_{aFRR,cb,down}$ of each Delivery Points:

$$\sum_{DP} DP_{aFRR,cb,up}$$

(4) is the aFRR Power that the BSP wishes to prequalify, taken as a negative value;

where the aFRR Power supplied is determined according to Annex 6.C.

6.E 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 prequalification test has to be performed to increase the $aFRR_{max,up}$ and/or decrease the $aFRR_{max,down}$. No test is required if Delivery Point(s) is (are) added without impact on $aFRR_{max,up}$ and $aFRR_{max,down}$.

In case of Delivery Points DP_{PG}, the BSP may choose one of the two following solutions:

- a prequalification test on the complete Pool of the BSP, including Delivery Points DP_{PG} already prequalified;
- a prequalification test on a Providing Group consisting only of new Delivery Points DP_{PG}.

In case of Delivery Points DP_{SU}, prequalification test can only be performed at the level of the concerned Technical Unit, in accordance with Art. II.8.5.

Removal of Delivery Point(s)

A prequalification test is not mandatory to remove from a Pool a Delivery Point participating to aFRR Capacity Product(s). The $aFRR_{max,up}$ and/or $aFRR_{max,down}$ of the BSP will be adapted as follows:

- New $aFRR_{max,up} = aFRR_{max,up} - DP_{aFRR,cb,up}$;
- New $aFRR_{max,down} = aFRR_{max,down} - DP_{aFRR,cb,down}$.

The BSP has the possibility to perform a new prequalification test on the complete Pool, if preferred.

6.F COMMUNICATION REQUIREMENTS FOR PREQUALIFICATION TEST

A prequalification test is triggered by ELIA by notifying the BSP via an electronic message. The detailed technical specifications of the communication protocols are described in the document “aFRR communication requirements”. This document can be consulted on the ELIA website or can be requested by e-mail to the contractual responsible, as listed in Annex 17.

ELIA can modify unilaterally the content of these messages. In such a case, ELIA informs the BSP taking into account reasonable delay, not less than 20 Working Days, for implementation before changes become effective.

6.G PERIMETER CORRECTION

Prequalification for aFRR Up or aFRR Down only

Following a prequalification test in the upward or downward direction, the perimeters of the BRP_{source} and the BRP_{BSP} are corrected in accordance with the dispositions set forth in the BRP Contract for the following quarter-hours:

- Second quarter-hour: full aFRR Power phase;
- Fourth and fifth quarter-hours: follow-up phase.

Prequalification for aFRR Up and aFRR Down combined

Following a prequalification test in both directions, the perimeters of the BRP_{source} and the BRP_{BSP} are corrected in accordance with the dispositions set forth in the BRP Contract for the following quarter-hours:

- Second and fourth quarter-hour: full aFRR Power phases;
- Sixth and seventh quarter-hours: follow-up phase.

ANNEX 7. CAPACITY AUCTIONS

7.A PREREQUISITES FOR PARTICIPATION TO CAPACITY AUCTIONS

As stated in Art. II.9.1, the BSP is allowed to participate in capacity auctions for aFRR Service at the condition that it holds a valid BSP Contract aFRR.

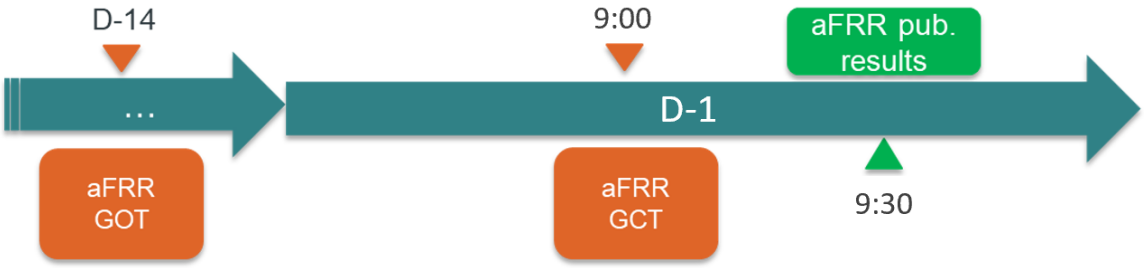
The BSP has to sign the BSP Contract aFRR at least 5 Working Days before participation to its first auction.

7.B CAPACITY AUCTION PROCESS

Organization

ELIA procures each aFRR Capacity Product for Day D by running one capacity auction in Day D-1 for all CCTUs of day D. The following timeline applies for the capacity auction for Day D:

- aFRR Capacity GOT is scheduled on Day D-14 at 00:00 CET;
- aFRR Capacity GCT is scheduled on Day D-1 at 9:00 CET;
- Publication of the aFRR Awarded is performed at the latest on Day D-1 at 9:30 CET.



Procurement Calendar

A calendar indicating each capacity auction, the corresponding Day and the corresponding aFRR Capacity GCTs to submit aFRR Capacity Bids is published on the ELIA website.

In case of modification in the calendar, the BSP is informed by e-mail to the contractual responsible and to the contact designated for auctions, as listed in Annex 17.

Publication of the required volumes per aFRR Capacity Product

ELIA publishes on the ELIA website the required volumes to be procured for Day D at the latest on D-1 at 7:00 CET. When the publication of required volumes is included in the LFC Means, the timing of the LFC Means prevails over the timing listed in this contract.

In case of unavailability of the ELIA website, as a fallback procedure, ELIA communicates the information to the BSP by e-mail directed to the contact for capacity auction and to the contractual responsible, as listed in Annex 17

aFRR Capacity Bid submission

For the submission of an aFRR Capacity Bid, the BSP has to respect the following requirements:

- As of aFRR Capacity GOT of a capacity auction, the BSP can submit aFRR Capacity Bids for the corresponding CCTU(s);
- aFRR Capacity Bids have to be introduced before aFRR Capacity GCT;
- Between aFRR Capacity GOT and aFRR Capacity GCT, aFRR Capacity Bids can be created, updated or cancelled, regardless of their status while respecting aFRR Bidding Obligations as specified in Annex 7.C;
- The BSP can submit an unlimited number of aFRR Capacity Bids;
- All aFRR Capacity Bids must be in respect of the aFRR Bidding Obligations as described in Annex 7.C. To this purpose, a validation procedure is put at disposal of the BSP in order to perform a check of the compliance with aFRR Bidding Obligations. In case of non-compliance, a report with rejected aFRR Capacity Bids is provided to the BSP;
- The BSP remains fully responsible for correctness and accuracy of its aFRR Capacity Bids;
- aFRR Capacity Bids are firm at aFRR Capacity GCT and must remain firm until the award of the concerned capacity auction. The BSP shall not use the offered capacity in any way until he has been notified of the result of the auction or until the deadline for communication of the award has passed;
- aFRR Capacity Bids should be submitted in the auction tool, as described in the “STAR Procedures and user manual” published on the ELIA website.

aFRR Capacity Bid validation

As of aFRR Capacity GCT, aFRR Capacity Bids are firm and cannot be modified nor cancelled.

All aFRR Capacity Bids are evaluated by ELIA with regards to the respect of the aFRR Bidding Obligations as described in Annex 7.C:

- aFRR Capacity Bid(s) compliant with aFRR Bidding Obligations are automatically validated;
- aFRR Capacity Bid(s) non-compliant with aFRR Bidding Obligations are automatically rejected in accordance with Annex 7.C.

The detailed procedure on validation process for aFRR Capacity Bids is described in the relevant user manual and technical guide published on the ELIA website or available on demand by e-mail to the contractual responsible, as per Annex 17.

Awarding of aFRR Capacity Bids

The aFRR Capacity Bids are selected (entirely or partially) amongst the validated aFRR Capacity Bids, following the award criteria described in Annex 7.D.

End of the capacity auction & communication of auction results

The end of a capacity auction is notified by e-mail to the BSP as soon as possible. This e-mail also includes a report identifying its awarded aFRR Capacity Bids.

Fallback procedure in case of insufficient volume

In case insufficient volumes of aFRR Capacity are offered to ELIA in the capacity auction, ELIA awards all validated aFRR Capacity Bids submitted maximizing the total retained volume while respecting the awarding criteria described in Annex 7.D. Then, ELIA organizes a second capacity auction for the remaining volume, in which ELIA requests all parties holding a valid BSP Contract aFRR to make extra volume available. The procedures for the second capacity auctions are described in Annex 7.E.

Fallback procedure in case the auction results cannot be timely retrieved and/or communicated

In case the auction results cannot be retrieved and/or communicated to the BSPs by 9:30 CET, ELIA may organize a second capacity auction for the full required volume to be procured. The procedures for the second capacity auctions are described in Annex 7.E.

Transparency publications

After the end of each capacity auction, and in accordance with article 12(3)(f) of the EBGL, ELIA publishes the required information as described in the Balancing Rules.

7.C AFRR BIDDING OBLIGATIONS

An aFRR Capacity Bid can be offered either for all CCTUs together or for a single CCTU. The common and specific Bidding Obligations for both types of aFRR Capacity Bids are listed hereunder.

In case an aFRR Capacity Bid is not compliant with at least one of the Bidding Obligations, the concerned aFRR Capacity Bid is automatically rejected. The rejection of one aFRR Capacity Bid may lead to rejection of other aFRR Capacity Bid(s) because compliance to Bidding Obligations is not ensured anymore.

Common Bidding Obligation for “All-CCTU” and “Single-CCTU” aFRR Capacity Bids

The BSP should ensure that:

- The maximal offered volume of aFRR Up in the capacity auction must be lower or equal to $aFRR_{max,up}$;
- The maximal offered volume of aFRR Down in the capacity auction must be lower or equal to the absolute value of the $aFRR_{max,down}$.

The maximal offered volume per direction and CCTU is the sum of all “Single-CCTU” aFRR Capacity Bids for the specific direction and CCTU added with the maximal offered volume of the “All-CCTU” aFRR Capacity Bids for that direction.

In case the BSP does not respect this Bidding Obligation, ELIA rejects all submitted aFRR Capacity Bids for the concerned aFRR Capacity Product.

Specific Bidding Obligations for “All-CCTU” aFRR Capacity Bids

An “All-CCTU” aFRR Capacity Bid is indivisible and not combinable with any other “All-CCTU” aFRR Capacity Bid.

For each “All-CCTU” aFRR Capacity Bid, the BSP defines the following characteristics:

- Offered volume per aFRR Capacity Product, in MW, taking into account that the volumes are defined as an integer superior or equal to 0;
- Price applicable per aFRR Capacity Product in €/MW/h defined with two decimals.

All Bidding Obligations for “All-CCTU” aFRR Capacity Bids are listed hereunder

Bidding Obligation for “All-CCTU” aFRR Capacity Bids 1 – Smallest offered volume

The smallest offered volume per aFRR Capacity Product should not exceed 5MW.

Bidding Obligation for “All-CCTU” aFRR Capacity Bids 2 – Volume increment

The difference between two offered volumes of the same aFRR Capacity Product can be at maximum 5MW.

In case of “All-CCTU” aFRR Capacity Bids combining a volume of aFRR Up and a volume of aFRR Down, the maximum increment should be respected for aFRR Up (respectively aFRR Down) for all “All-CCTU” aFRR Capacity Bids with the same amount of aFRR Down (respectively aFRR Up). In other words:

- The difference of aFRR Up volume between two “All-CCTU” aFRR Capacity Bids with the same offered volume of aFRR Down, can be maximum 5MW.
- The difference of aFRR Down volume between two “All-CCTU” aFRR Capacity Bids with the same offered volume of aFRR Up, can be maximum 5MW.

Example

If a BSP wishes to offer 15 MW of aFRR Up and 14 MW of aFRR Down, he must at minimum offer the set of “All-CCTU” aFRR Capacity Bids listed in Table *2 and illustrated in* Figure *3:*

Offer Number	Offered Volume [MW]	
	aFRR Up	aFRR Down
1	0	5
2	0	10
3	0	14
4	5	0
5	5	5

6	*5*	*10*
7	*5*	*14*
8	*10*	*0*
9	*10*	*5*
10	*10*	*10*
11	*10*	*14*
12	*15*	*0*
13	*15*	*5*
14	*15*	*10*
15	*15*	*14*

Table 2 - Minimum set of "All-CCTU" aFRR Capacity Bids to offer 15MW of aFRR Up and 14MW of aFRR Down in a capacity auction

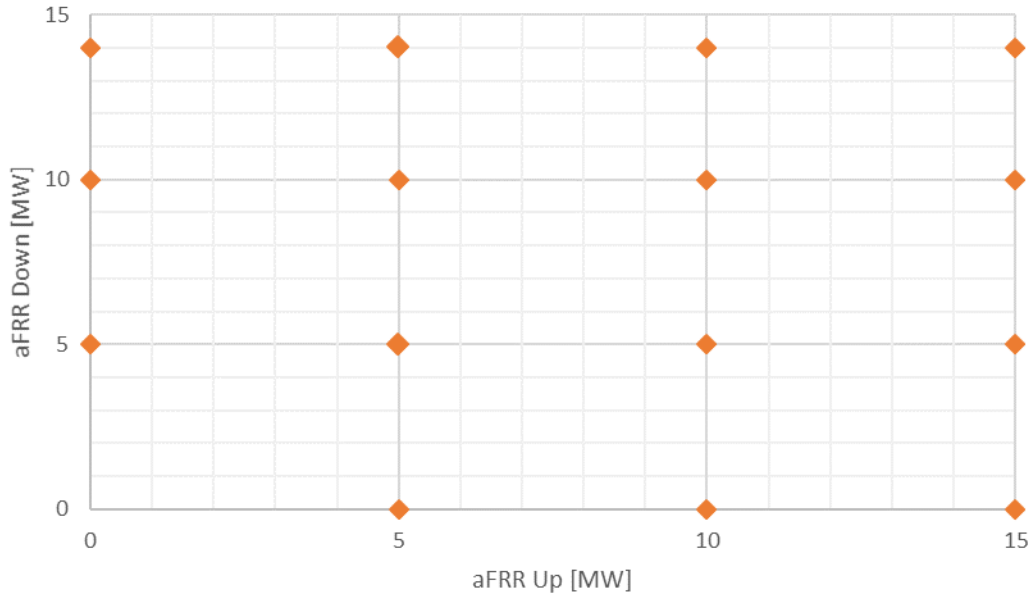


Figure 3 - Minimum set of "All-CCTU" aFRR Capacity Bids to offer 15MW of aFRR Up and 14MW of aFRR Down in a capacity auction

Bidding Obligation for "All-CCTU" aFRR Capacity Bids 3 – Total cost

The total cost (price in €/MW/h × offered volume in MW) of an "All-CCTU" aFRR Capacity Bid, should never exceed the total cost of an "All-CCTU" aFRR Capacity Bid with a larger offered volume for the same aFRR Capacity Product.

The check is performed while keeping the volume of one aFRR Capacity Product constant and varying the volume of the other aFRR Capacity Product.

Example

If a BSP wishes to offer 15 MW of aFRR Up and 14 MW of aFRR Down, he should respect the Bidding Obligation regarding the total cost check. Table *3 and* Figure *4 shows an "All-CCTU" aFRR Capacity Bid set for which the total cost check of Capacity Bid 7 is lower than the total cost check of Capacity Bid 5. In*

consequence, Bidding Obligation for "All-CCTU" aFRR Capacity Bids 3 is no longer respected and Capacity Bid 7 will be rejected. The Capacity Bids 11 and 15 will also be rejected as they do not satisfy anymore Bidding Obligation for "All-CCTU" aFRR Capacity Bids 2.

Offer Number	Offered Volume [MW]		Price [€/MW/h]		Total cost [€/h]
	aFRR Up	aFRR Down	aFRR Up	aFRR Down	
1	0	5	0	3	15,00 €
2	0	10	0	2	20,00 €
3	0	14	0	1,8	25,20 €
4	5	0	5,1	0	25,50 €
5	5	5	4,5	2,5	35,00 €
6	5	10	3,2	2	36,00 €
7	5	14	2,4	1,5	33,00 €
8	10	0	4,2	0	42,00 €
9	10	5	3,5	2	45,00 €
10	10	10	3,4	1,8	52,00 €
11	10	14	3,2	1,7	55,80 €
12	15	0	3,8	0	57,00 €
13	15	5	3,4	1,8	60,00 €
14	15	10	3,2	1,7	65,00 €
15	15	14	3,1	1,6	68,90 €

Table 3 - Bidding Obligation for "All-CCTU" aFRR Capacity Bids

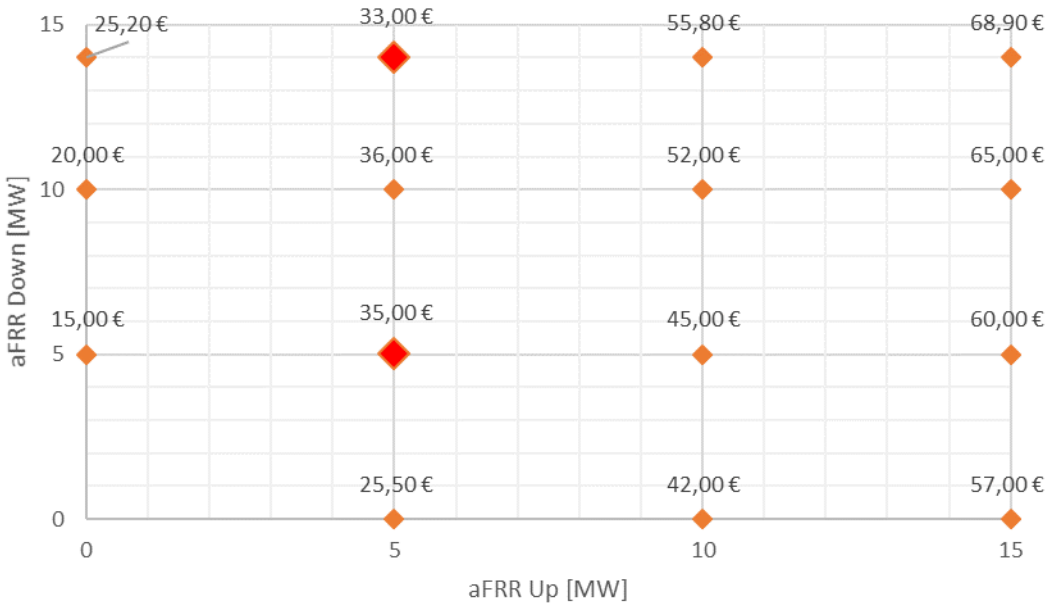


Figure 4 - Bidding Obligation for "All-CCTU" aFRR Capacity Bids

Specific Bidding Obligation for "Single-CCTU" aFRR Capacity Bids

All "Single-CCTU" aFRR Capacity Bids are divisible up to 1MW (i.e. ELIA can select a part or the total offered volume at the same unit price) and combinable. For each "Single-CCTU" aFRR Capacity Bid, the BSP defines the following characteristics:

- Concerned CCTU;
- aFRR Capacity Product;
- Offered volume in MW taking into account that the volumes are defined as an integer superior or equal to 1;
- Price applicable in €/MW/h defined with two decimals.

7.D AWARDING PROCEDURE AND CRITERIA

The awarding procedure is a six-step process based on 4 successive optimizations as described in this section.

Step 1: preprocessing

In the preprocessing of the capacity auctions, ELIA creates virtual aFRR Capacity Bids.

A virtual aFRR Capacity Bid is built out of six validated "Single-CCTU" aFRR Capacity Bids, i.e. one corresponding to each CCTU of the Day. A virtual aFRR Capacity Bid is related to a single aFRR Capacity Product and always features an offered volume of 1 MW for all CCTUs.

Virtual aFRR Capacity Bids are built, per aFRR Capacity Product, as follows:

- For each CCTU, ELIA ranks "Single-CCTU" aFRR Capacity Bids by increasing price[16]. Based on this ranking, ELIA selects the first available volume of 1 MW from each CCTU. A virtual aFRR Capacity Bid can only be created if there is at least 1 MW validated and available in each CCTU;
- The price, in €/MW/h, is the average price of the six "Single-CCTU" aFRR Capacity Bids from which the volume of 1 MW is selected, rounded to two decimals.
- Once a volume of 1 MW is included in a virtual aFRR Capacity Bid, ELIA removes this volume of 1 MW from the ranking of each CCTU and repeats the process until no more virtual aFRR Capacity Bid can be built;

Remark

The virtual aFRR Capacity Bids inherit the chronological order of the "Single-CCTU" aFRR Capacity Bids from which they were created.

Example

Two Balancing Service Providers offer "Single-CCTU" aFRR Capacity Bids in the capacity auction. Provider 1 offers "Single-CCTU" aFRR Capacity Bids in CCTU 1, 2 and 5. Provider 2 offers "Single-CCTU" aFRR Capacity Bids in every CCTU. ELIA applies the ranking on the validated "Single-CCTU" aFRR Capacity

[16] In case two "Single-CCTU" aFRR Capacity Bids are offered at the same price, the first "Single-CCTU" aFRR Capacity Bid submitted is ranked first.

Bids for each individual CCTU, which results in Figure *5. From this ranking ELIA creates virtual aFRR Capacity Bids and defines their price:*

- *virtual aFRR Capacity Bid 1: (5 + 5 + 10 + 10 + 5 + 10) / 6 = 7.5 €/MW/h*
- *virtual aFRR Capacity Bid 2: (5 + 5 + 10 + 10 + 10 + 10) / 6 = 8.33 €/MW/h*
- *virtual aFRR Capacity Bid 3: (6 + 5 + 10 + 10 + 10 + 10) / 6 = 8.5 €/MW/h*
- *virtual aFRR Capacity Bid 4: (6 + 6 + 10 + 10 + 10 + 10) / 6 = 8.67 €/MW/h*

A fifth virtual aFRR Capacity Bid cannot be created as there is no remaining volume in CCTU 1, 3 and 6.

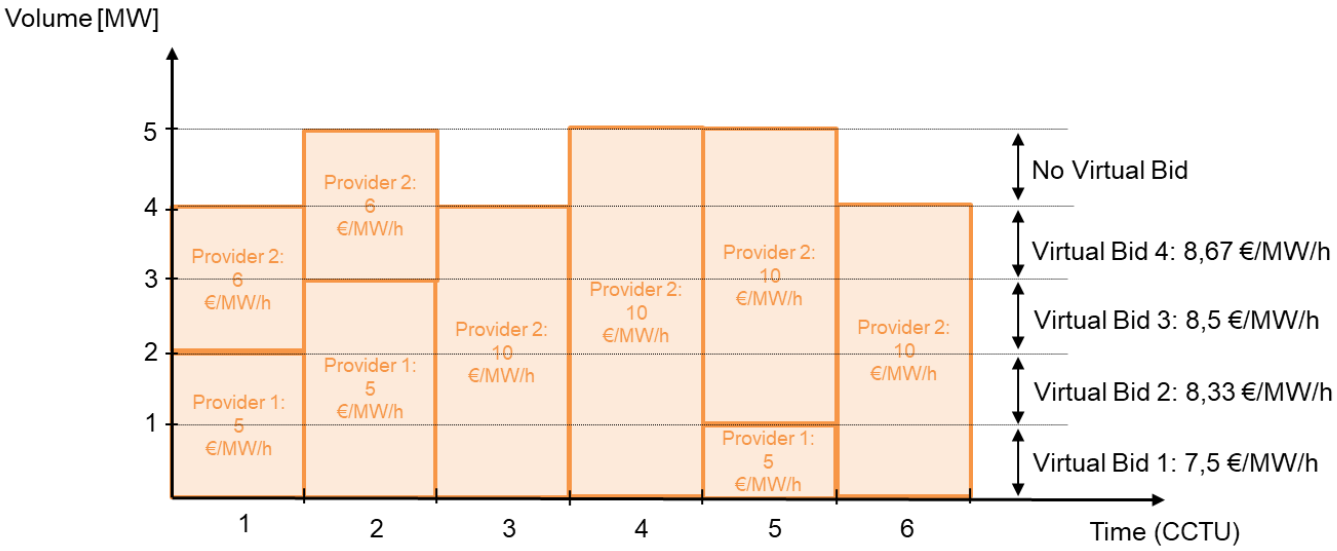


Figure 5 - Defining virtual aFRR Capacity Bids from the ranking of each CCTU

Step 2: first total cost optimization

In step 2, ELIA performs a total cost optimization taking as an input:

- validated “All-CCTU” aFRR Capacity Bids;
- virtual aFRR Capacity Bids.

The outputs of step 2 are:

- A selection of virtual aFRR Capacity Bids;
- A remaining volume to be procured;
- The reference cost per aFRR Capacity Product.

The following constraints apply on the total cost optimization:

- Selecting the total volume to procure for each aFRR Capacity Product;
- Minimizing the total cost of the aFRR Capacity to be procured in the capacity auction.

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

1. The solution maximizing the sum of the selected volume is applied:

$$\max_{\text{solutions}} (\text{selected volume aFRR Up} + \text{selected volume aFRR Down})$$

2. The solution maximizing the number of selected BSPs[17] is applied;
3. The solution maximizing the equal distribution of the volume amongst all selected BSPs[18] is applied;
4. The first solution proposed by the optimization tool is applied.

The virtual aFRR Capacity Bids that are selected in step 2 are not considered anymore in the steps 3 and 4. "All-CCTU" aFRR Capacity Bids selected in step 2 are not awarded and will feature again in step 4.

The reference cost per aFRR Capacity Product, in €/MW/h, is calculated as follows:

$$reference\ cost = \frac{Total\ cost}{selected\ volume * 24h}$$

Where the selected volume is the sum of the selected virtual and "All-CCTU" aFRR Capacity Bids in step 2 for the concerned aFRR Capacity product and the total cost is computed from the aFRR Capacity Bid prices of this selected volume.

Step 3: merit order selection

For the third step, ELIA performs a merit order selection on virtual aFRR Capacity Bids not selected in step 2. The output of this second optimization is a selection of virtual aFRR Capacity Bids.

The virtual aFRR Capacity Bids are sorted according to increasing price[18] and selected, per aFRR Capacity Product, taking into account the following constraints:

- ELIA selects at maximum the remaining volume to procure, i.e. the difference between the volume to procure and the volume of selected virtual aFRR Capacity Bids in step 2;
- ELIA selects only virtual aFRR Capacity Bid(s) which are characterized by a price lower or equal to

  $$reference\ cost * RC\ Factor$$

  where the RC Factor initially equals 120%. The value of the RC Factor may be adapted in accordance to Art. II.9.9 and is published on the website of ELIA.

The virtual aFRR Capacity Bids that are selected in step 3 are not considered anymore in the step 4.

Step 4: second total cost optimization

For step 4, ELIA performs a total cost optimization taking as an input:

- validated "All-CCTU" aFRR Capacity Bids
- virtual aFRR Capacity Bids not selected in steps 2 and 3

The outputs of step 4 are:

- A selection of "All-CCTU" aFRR Capacity Bids

[17] Elia considers that all virtual aFRR Capacity Bids in the same direction are offered by the same BSP.
[18] In case two virtual aFRR Capacity Bids have an equal price, they are ranked based on the chronological order as defined in the first step of the capacity auction

- A selection of virtual aFRR Capacity Bids

The following constraints apply on the total cost optimization:

- Selecting the remaining volume to procure, i.e. the difference between the volume to procure and the volumes of selected virtual aFRR Capacity Bids in steps 2 and 3;
- Minimizing the total cost of the aFRR Capacity to be procured in step 4.

In case an alternative optimum exists, ELIA applies the same criteria as defined in step 2.

Step 5: Cap on degradation of the first total cost optimization

This step is only performed when the total cost of the aFRR capacity auction after step 4 is higher than:

$$\text{total cost resulting from step 2} * TDC\ Factor$$

where:

- the total cost after step 4 equals:

$$Cost\ of\ "All-CCTU"\ aFRR\ Capacity\ Bids\ selected\ in\ step\ 4 + Cost\ of\ virtual\ aFRR\ Capacity\ Bids\ selected\ in\ steps\ 2, 3\ and\ 4$$

- the total cost resulting from step 2 equals the total cost resulting from the optimum defined after the total cost optimization from step 2, including the costs for the “All-CCTU” aFRR Capacity Bids

- the TDC Factor initially equals 120%. The value of the TDC Factor may be adapted in accordance to Art. II.9.9 and is published on the website of ELIA

In this situation, the aFRR Capacity Bids selected in step 4 are unselected and the volume of virtual aFRR Capacity Bids selected in step 3 is reduced according to the iterative process described below and illustrated in Figure *6*:

5.1. The volume of virtual aFRR Capacity Bids selected in step 3 is reduced by X MW, X being a parameter initially set at 1. All possible combinations to allocate the volume reduction to the 2 aFRR Capacity Products are considered. For each aFRR Capacity Product, the virtual aFRR Capacity Bids removed are those with the highest price;

5.2. For each of the combination considered above, ELIA performs a total cost optimization as defined in step 4;

5.3. If none of the combinations results in a total cost of the aFRR capacity auction which is less than or equal to the total cost resulting from step 2 multiplied by TDC Factor, parameter X is incremented by 1 and the process is repeated from step 5.1;

5.4. The process ends when at least one combination results in a total cost of the aFRR capacity auction which is less than or equal to the total cost resulting from step 2 multiplied by TDC Factor. The corresponding removed virtual aFRR Capacity Bids are unselected.

In case several solutions exist in step 5.4, the following criteria are successively applied to determine the solution:

1. The solution minimizing the total cost of the aFRR capacity auction is applied;

2. The solution maximizing the sum of the selected volume is applied:

$$\max_{\text{solutions}} (\text{selected volume aFRR Up} + \text{selected volume aFRR Down})$$

3. The solution maximizing the number of selected BSPs[19] is applied;
4. The solution maximizing the equal distribution of the volume amongst all selected BSPs[13] is applied;
5. The first solution proposed by the optimization tool is applied.

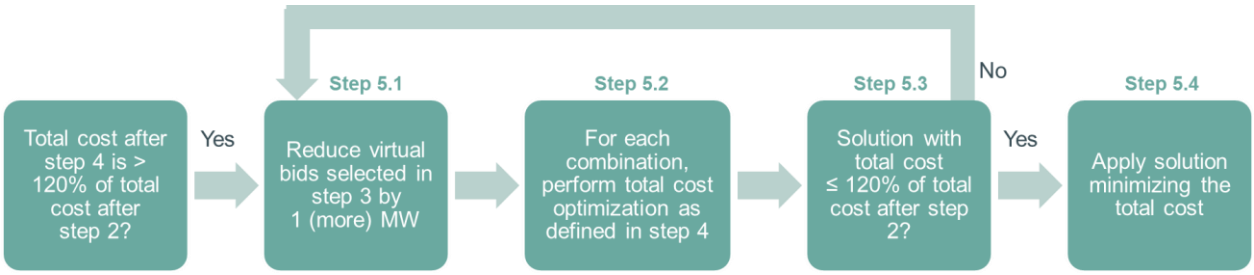


Figure 6 – process in the situation where the total cost of the aFRR capacity auction after step 4 is higher than 120% of the total cost resulting from step 2 (assuming TDC Factor is 120%)

Example (assuming TDC Factor is 120%):

- *Step 2 : the total cost reaches 100k€, no virtual aFRR Capacity Bids are selected;*
- *Step 3: selection of 23MW of upward virtual aFRR Capacity Bids and 60MW of downward virtual aFRR Capacity Bids;*
- *Step 4: the total cost of the aFRR capacity auction reaches 124k€. No virtual aFRR Capacity Bids additional to the ones selected in step 3 selected;*
- *Step 5 is performed, as the total cost of the aFRR capacity auction after step 4 (124k€) is higher than 120% of the total cost resulting from step 2 (100k€).*

  Figure *7 illustrates the iterations performed with steps 5.1, 5.2 and 5.3, until at least one combination results in a total cost of the aFRR capacity auction which is less than or equal to 120% of the total cost resulting from step 2.*

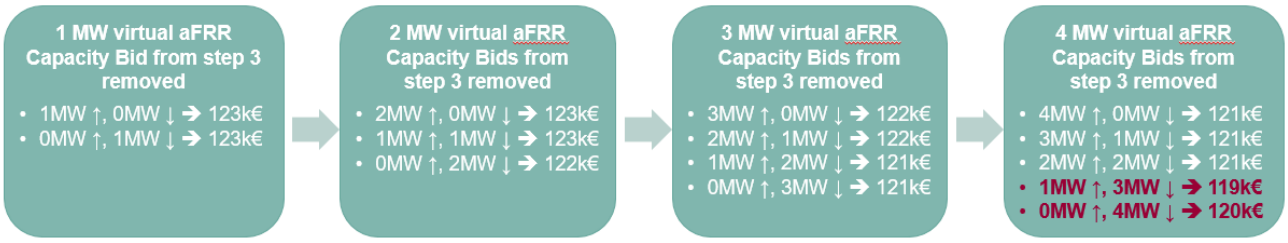


Figure 7 – iterative process for finding a solution respecting the cap on the degradation of the total cost optimization

In this example, the process ends with the removal of 4MW of virtual aFRR Capacity Bids. As 2 combinations lead to a total cost which is less than or equal to 120% of the total cost resulting from step 2, the solution minimizing the total cost is applied. Therefore, 1MW of upward virtual aFRR Capacity Bids will be unselected and 3MW of downward virtual aFRR Capacity Bids will be unselected.

[19] Elia considers that all virtual aFRR Capacity Bids in the same direction are offered by the same BSP.

Step 6: Award of aFRR Capacity Bids

The “All-CCTU” aFRR Capacity Bids selected in step 4 are awarded, except when step 5 is performed, in which case the “All-CCTU” aFRR Capacity Bids selected in step 5 are awarded.

Taking into account the total selected volume of virtual aFRR Capacity Bids from steps 2, 3 and 4 and when relevant corrected by the virtual aFRR Capacity Bids unselected in step 5, ELIA awards “single-CCTU” aFRR Capacity Bids using the relation created between “Single-CCTU” aFRR Capacity Bids and virtual aFRR Capacity Bids in the preprocessing step as shown in the example below. This may lead to a partial or complete award of the volume of the “Single-CCTU” aFRR Capacity Bid.

Example

Consider that in the example of step 1 after the third optimization only the first 2 virtual aFRR Capacity Bids are selected. This results in a clearing of the first 2MW in the ranking of each CCTU.

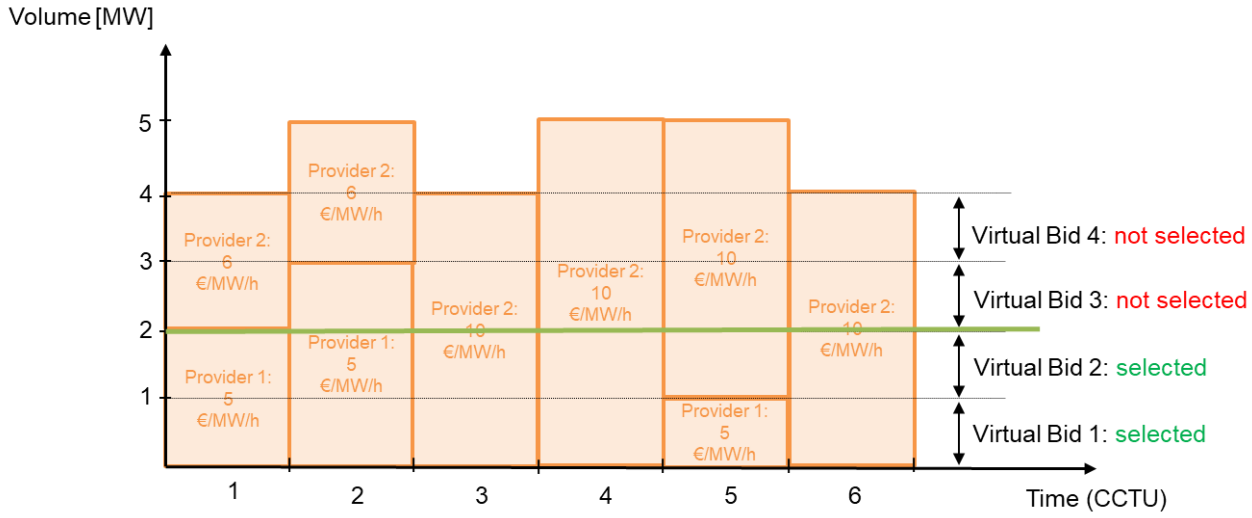


Figure 8 – Defining virtual aFRR Capacity Bids from the ranking of each CCTU

The awarded volume and remuneration per Balancing Service Provider would be the following:

Provider 1:

- *CCTU 1: 2 MW awarded at price of 5 €/MW/h = 40€*
- *CCTU 2: 2 MW awarded at price of 5 €/MW/h = 40€*
- *CCTU 5: 1 MW awarded at price of 5 €/MW/h = 20€*

Provider 2:

- *CCTU 3: 2 MW awarded at price of 10 €/MW/h = 80€*
- *CCTU 4: 2 MW awarded at price of 10 €/MW/h = 80€*
- *CCTU 5: 1 MW awarded at price of 10 €/MW/h = 40€*
- *CCTU 6: 1 MW awarded at price of 10 €/MW/h= 80€*

7.E FALLBACK PROCEDURE

As described in Annex 7.B, a fallback procedure is launched if ELIA receives insufficient offered volume for one or both Capacity Product(s) on Day D or in case the auction results cannot be timely retrieved and/or communicated to the BSPs.

ELIA opens a second capacity auction for Day D, with the following characteristics:

- aFRR Capacity GOT is opened on Day D-1, no later than 30 minutes after publication of the award of the first capacity auction;
- Publication of the required volumes per Capacity Product is performed by ELIA on Day D-1, no later than 30 minutes after publication of the award of the first capacity auction;
- aFRR Capacity GCT is scheduled on Day D-1 at 16:00 CET;
- Publication of the award is performed at the latest Day D-1 at 16:30 CET.

The aFRR Bidding Obligations, as described in Annex 7.C, apply for the second capacity auction.

The awarding procedure and criteria of the capacity auction, as described in Annex 7.D, apply for the second capacity auction. In case after applying this procedure the volume to procure for Day D remains uncovered, ELIA procures remaining “Single-CCTU” aFRR Capacity Bids according to the merit order principle:

- All validated but not yet (fully) awarded “Single-CCTU” aFRR Capacity Bids per CCTU are ranked following increasing price[20];
- From the ranking, the set of cheapest “Single-CCTU” aFRR Capacity Bids fulfilling the remaining required volume per CCTU is awarded.

[20] In case two “Single-CCTU” aFRR Capacity Bids are offered at the same price, the first “Single-CCTU” aFRR Capacity Bid submitted is ranked first.

ANNEX 8. TRANSFER OF OBLIGATION

In accordance with Art. II.10, ELIA allows the BSP to transfer part or all of its aFRR Obligation to one or several Counterpart BSP(s). Similarly, the BSP may agree to make an additional aFRR Capacity available to ELIA as a result of a Transfer of Obligation from a Counterpart BSP to the BSP.

8.A RULES FOR THE TRANSFER OF OBLIGATION

The following rules have to be respected by the BSP and/or the Counterpart BSP in the framework of a Transfer of Obligation:

- The BSP and the Counterpart BSP hold a BSP Contract aFRR valid up to the date of the performance of the concerned aFRR Obligation transferred;
- The aFRR Obligation can be taken over by a Counterpart BSP even if its quantity of aFRR Awarded is 0 (zero) for the concerned CCTU;
- The Transfer of Obligation is applicable in day-ahead or in intraday and is performed per aFRR Capacity Product;
- The BSP can have multiple exchanges with different Counterpart BSPs, and vice-versa;
- The BSP and the Counterpart BSP arrange between themselves how, when and at what price the aFRR Obligation is taken over;
- A Transfer of Obligation can be initiated by a BSP (respectively a Counterpart BSP) as of the award of the concerned capacity auction and until 30 minutes before the beginning of the first quarter-hour for which the Transfer of Obligation applies;
- The Counterpart BSP (respectively the BSP) must accept the Transfer of Obligation at the latest 30 minutes before the beginning of the first quarter-hour for which the Transfer of Obligation applies;
- The updated aFRR Obligation (i.e. after Transfer of Obligation) must be in respect of applicable $aFRR_{max,up}$ or $aFRR_{max,down}$;

8.B PROCEDURE FOR TRANSFER OF OBLIGATION

The following procedure has to be respected in the framework of a Transfer of Obligation:

- The BSP (respectively the Counterpart BSP) initiates a Transfer of Obligation through the dedicated web-based platform put at disposal by ELIA;
- The compliance of the Transfer of Obligation requests with the rules listed under Annex 8.A, is automatically checked by ELIA;
- In case the Transfer of Obligation has been successfully checked by ELIA, the Counterpart BSP (respectively the BSP) accepts the Transfer of Obligation through the dedicated web-based platform put at disposal by ELIA;
- ELIA only considers as valid the Transfers of Obligation with a status “accepted” defined in Art. II.10.4;
- As per Art. II.10.5, when the Transfer of Obligation presents a status “accepted”, ELIA adapts the aFRR Obligation of the BSP and the Counterpart BSP for the applicable quarter-hour(s);

- In order to reflect the agreed Transfer of Obligation pursuant to Art. II.10.6, the Counterpart BSP and the BSP should update their concerned aFRR Energy Bids at the latest at the aFRR Balancing GCT of the first quarter-hour for which the Transfer of Obligation applies.

The detailed procedure to be followed by a BSP or a Counterpart BSP for the Transfer of Obligation is described in the relevant user manual, published on the ELIA website or available on demand by e-mail to the contractual responsible, as per Annex 17.

ANNEX 9. AFRR ENERGY BID SUBMISSION

As provided by Art. II.11, the BSP submits (an update of) aFRR Energy Bids and Supporting aFRR Providing Groups through a dedicated web-based platform put at disposal by ELIA. The technical documentation for this platform is available on ELIA website and can be requested by e-mail to the ELIA contractual responsible listed in Annex 17.

9.A SPECIFICATIONS FOR AFRR ENERGY BIDS

An aFRR Energy Bid comprises the following specifications:

- The quarter-hour for which the aFRR Energy Bid applies.
- The offered contracted or non-contracted volume for a single direction (upwards or downwards), expressed in MW, considering that:
    - The minimum offered volume is 1 MW;
    - The volume granularity is 1 MW;
    - The maximum offered volume of an upward (respectively downward) aFRR Energy Bid is equal to the sum of the $DP_{aFRR,max,up}$ (respectively $DP_{aFRR,max,down}$) of each Delivery Point included in the aFRR Energy Bid.
    - The total offered volume of an aFRR Energy Bid related to Delivery Points DP_{PG} must be lower or equal to 50MW.
- The direction: upwards or downwards.
- The link with the aFRR Obligation: contracted or non-contracted.
- The bid price expressed in €/MWh considering that:
    - The price is defined with 2 decimals;
    - The price must respect the rules, and in particular the price limits, stipulated in “Methodology for pricing balancing energy and cross-zonal capacity used for the exchange of balancing energy or operating the imbalance netting process”;
    - For contracted aFRR Energy Bids, the price in the upward direction must be inferior or equal to 1000€/MWh;
    - For contracted aFRR Energy Bids, the price in the downward direction must be superior or equal to -1000€/MWh.
- The list of Delivery Point(s) and/or aFRR Low-Voltage Delivery Point Groups included in the aFRR Energy Bid, taking into account that:
    - Only Delivery Points included in the Pool of the BSP can be included in an aFRR Energy Bid;
    - An aFRR Energy Bid related to a Delivery Point DP_{SU} can only include Delivery Points DP_{SU} corresponding to the same Technical Facility;
    - For Delivery Points DP_{PG} characterized by an EAN for Injection and an EAN for Offtake, the BSP should only mention the EAN for Offtake;

- For Delivery Points DP_{PG} that need to be included in an aFRR Low-Voltage Delivery Point Group in accordance with Art. II.3.17, the aFRR Low-Voltage Delivery Point Group needs to be included in the aFRR Energy Bid instead of the individual Delivery Points;
- An aFRR Low-Voltage Delivery Point Group can only be included in the upward (downward) aFRR Energy Bid in case the size of the aFRR Low-Voltage Delivery Point Group in the upward (downward) direction, as determined in accordance with Art. II.3.20, is larger than or equal to 0.1 MW.

- the $FAT_{Energy\ Bid,\ activation}$ and the $FAT_{Energy\ Bid,\ deactivation}$ of the aFRR Energy Bid, expressed in minutes, considering that:
  - the value is specified with maximally one decimal;
  - When no value is specified by the BSP, the FAT of the service as defined in Art. II.1 applies;
  - The values specified by the BSP have to be smaller or equal to the FAT of the service as defined in Art. II.1 and larger than or equal to 0;
  - The $FAT_{Energy\ Bid,\ deactivation}$ shall be smaller or equal to the $FAT_{Energy\ Bid,\ activation}$.

  These rules are illustrated in Table 4.

$FAT_{Energy\ Bid,\ activation}$	$FAT_{Energy\ Bid,\ deactivation}$	Allowed?
Not specified ⇨ the FAT of the service as defined in Art. II.1 applies	Not specified ⇨ the FAT of the service as defined in Art. II.1 applies	✓
5 minutes	2 minutes	✓
Not specified ⇨ the FAT of the service as defined in Art. II.1 applies	2 minutes	✓
2 minutes	2 minutes	✓
2 minutes	5 minutes	✗
2 minutes	Not specified ⇨ the FAT of the service as defined in Art. II.1 applies	✗
10 minutes	10 minutes	✗

Table 4 – combinations of $FAT_{Energy\ Bid,\ activation}$ and $FAT_{Energy\ Bid,\ deactivation}$

The ramping rate, expressed in MW/Time Step, is automatically determined per aFRR Energy Bid.

By default, the ramping rate is equal to the total offered volume of the aFRR Energy Bid divided by the number of Time Steps comprised in the FAT, i.e. 5 minutes * 15 Time Step/min:

$$\mathrm{RR} = \frac{\text{total offered volume}}{5 \times 15}$$

In case the BSP specifies a $FAT_{Energy\ Bid,\ activation}$ for an aFRR Energy Bid, the ramping rate in the activation

phase is equal to the total offered volume of that aFRR Energy Bid divided by the number of Time Steps comprised in the $FAT_{Energy\ Bid,\ activation}$ of that aFRR Energy Bid, i.e. $FAT_{Energy\ Bid,\ activation}$ * 15 Time Step/min:

$$RR = \frac{\text{total offered volume}}{FAT_{Energy\ Bid,activation} \times 15}$$

In case the BSP specifies a $FAT_{Energy\ Bid,\ deactivation}$ for an aFRR Energy Bid, the ramping rate in the deactivation phase is equal to the total offered volume of that aFRR Energy Bid divided by the number of Time Steps comprised in the $FAT_{Energy\ Bid,\ deactivation}$ of that aFRR Energy Bid, i.e. $FAT_{Energy\ Bid,\ deactivation}$ * 15 Time Step/min:

$$RR = \frac{\text{total offered volume}}{FAT_{Energy\ Bid,deactivation} \times 15}$$

9.B GROUPING AND LINKING OF AFRR ENERGY BIDS

The BSP may link multiple aFRR Energy Bids by listing them in the same bid group, but only under the following conditions:

- per quarter-hour, only one aFRR Energy Bid in the upward direction and one aFRR Energy Bid in the downward direction are listed in the same bid group;
- aFRR Energy Bids related to a Delivery Point DP_{SU} cannot be listed together in a bid group in case they contain Delivery Points DP_{SU} of different Technical Facilities.

The linking of aFRR Energy Bids in a single bid group has two consequences for the concerned aFRR Energy bids:

- upward and downward aFRR Energy Bids for the same quarter-hour are linked: ELIA will not select both an upward and downward aFRR Energy Bid of the same bid group during a single Time Step;
- aFRR Energy Bids in the same direction for consecutive quarter-hours are linked: ELIA considers the $\text{aFRR Requested}_{\text{bid}}$ at the end of the Validity Period of the first aFRR Energy Bid for the calculation of the reference setpoint SP_{ref} at the start of the Validity Period of the second aFRR Energy Bid according to the principles as described in Annex 10.B.

9.C PROVIDING GROUP OF AFRR ENERGY BIDS

Every group of aFRR Energy Bids must be related to an aFRR Providing Group. The BSP may choose to combine multiple groups of aFRR Energy Bids in the same aFRR Providing Group under the conditions that:

- a Delivery Point or aFRR Low-Voltage Delivery Point Group listed in an aFRR Energy Bid of an aFRR Providing Group cannot be listed in an aFRR Energy Bid of another aFRR Providing Group (in other words, a Delivery Point or aFRR Low-Voltage Delivery Point Group can exclusively be used in one aFRR Providing Group);
- groups of aFRR Energy Bids related to a Delivery Point DP_{SU} cannot be listed together in an aFRR Providing Group in case they contain Delivery Points DP_{SU} of different Technical Facilities;

- per quarter-hour and direction, the sum of the offered volumes of aFRR Energy Bids related to Delivery Points DP_{PG} and part of the same aFRR Providing Group, is lower or equal to 50MW.

9.D SPECIFICATIONS FOR AFRR ENERGY BIDS SUBMITTED IN THE FRAMEWORK OF A PREQUALIFICATION TEST

An aFRR Energy Bid submitted for a prequalification test comprises the following specifications:

- The quarter-hour for which the aFRR Energy Bid applies[21].
- The expected volume, expressed in MW, taking into account that:
  - The minimum expected volume is 0.1 MW;
  - The volume granularity is 0.1 MW;
  - The maximum volume of an upward (respectively downward) aFRR Energy Bid is equal to the sum of the $DP_{aFRR,max,up}$ (respectively $DP_{aFRR,max,down}$) of each Delivery Point included in the aFRR Energy Bid.
- The bid price equals 0€/MWh.
- The direction: upwards and/or downwards.
- The Delivery Points included in the aFRR Energy Bid (as per Art. II.8.5, Art. II.8.6, Art. II.8.7, Art. II.8.8 and Art. II.8.9). Only Delivery Points included in the Pool of the BSP can be included in an aFRR Energy Bid.

9.E CHECKS PERFORMED ON AN AFRR ENERGY BID

ELIA performs the following checks at any submission or update of an aFRR Energy Bid:

- The BSP holds a valid BSP Contract aFRR with ELIA; and
- Delivery Points and aFRR Low-Voltage Delivery Point Groups mentioned in the aFRR Energy Bid are part of the Pool of the BSP; and
- The aFRR Energy Bid respects the specifications of Annexes 9.A and 9.B; and
- The aFRR Energy Bid is submitted to ELIA within the timings defined in Art. II.11.6; and
- For upward (respectively downward) aFRR Energy Bid, the total offered volume must be inferior or equal to the sum of the $DP_{aFRR,max,up}$ (respectively $DP_{aFRR,max,down}$ in absolute value) of each Delivery Points; and
- If the BSP requests a decrease of its aFRR Energy Bid volume after the concerned aFRR Balancing GCT (as per Art. II.11.12 and Art. II.11.13), it provides a reason for this update; knowing that only the circumstances mentioned in Art. II.11.12 and Art. II.11.13 will be considered as valid reasons[22].

[21] In the framework of a Prequalification test, the BSP will submit aFRR Energy Bids for the entire time window of 4 hours agreed with ELIA, as per Annex 6.A.

[22] When a full Forced Outage (i.e. volume set to 0 MW) is declared by the BSP for an aFRR Energy Bid before the related aFRR Balancing GCT, a reason is also to be provided by the BSP to ELIA.

In the event that the aFRR Energy Bid is submitted in the framework of a prequalification test, ELIA performs the following validations in addition to the above checks:

- The aFRR Energy Bid respects the specifications of Annex 9.D; and
- The aFRR Energy Bid is submitted to ELIA within the timings defined in Annex 6.A; and
- A Delivery Point submitted in an aFRR Energy Bid in the framework of a prequalification test is not also included in an aFRR Energy Bid, an mFRR Energy Bid, a Supporting aFRR Providing Group, a Supporting mFRR Providing Group or another prequalification test for the same quarter-hour; and
- The aFRR Energy Bid has no link with other aFRR Energy Bids.

The detailed procedure for the validation by ELIA of a submitted aFRR Energy Bid is described in a technical documentation, published on the ELIA website or available on demand by e-mail to ELIA contractual responsible listed in Annex 17.

As per Art.II.11.7, an aFRR Energy Bid is automatically rejected if one of the above-mentioned checks is not satisfied. In such a case, the BSP is notified of the rejection and the reason for rejection.

9.F TRANSPARENCY

In accordance with article 12(3)(b) and article 12(3)(e) of the EBGL, ELIA publishes information on the aFRR Energy Bids as described in the Balancing Rules.

9.G COMMUNICATION REQUIREMENTS FOR AFRR ENERGY BIDS AND SUPPORTING AFRR PROVIDING GROUP

For each Time Step "ts" of the Validity Period of an aFRR Energy Bid or Supporting aFRR Providing Group, the following values are transmitted to ELIA, per Delivery Point included in the concerned aFRR Energy Bid or per Delivery Point included in each aFRR Low-Voltage Delivery Point Group included in the concerned aFRR Energy Bid:

- $\mathrm{DP}_{\mathrm{aFRR}}(\mathrm{ts})$, being either 0 or 1, is transmitted at Time Step "ts" and applies for Time Step "ts". In other words, $\mathrm{DP}_{\mathrm{aFRR}}$ is sent in real-time;
- $\mathrm{DP}_{\mathrm{measured}}(\mathrm{ts})$, in MW, is transmitted at Time Step "ts" and applies for Time Step "ts". In other words, $\mathrm{DP}_{\mathrm{measured}}$ is sent in real-time;
- $\mathrm{DP}_{\mathrm{baseline}}(\mathrm{ts})$, in MW, is transmitted at Time Step "ts − 15" and applies for Time Step "ts" in case the default baseline is used. In other words, $\mathrm{DP}_{\mathrm{baseline}}$ is sent 60 seconds before the Time Step for which it applies in case the default baseline is used. In case the real-time baseline is used for the Delivery Point, in accordance with Art. II.3.10, $\mathrm{DP}_{\mathrm{baseline}}$(ts), in MW, is transmitted at Time Step "ts" and applies for Time Step "ts";
- $\mathrm{DP}_{\mathrm{aFRR,supplied}}(\mathrm{ts})$, in MW, is transmitted at Time Step "ts" and applies for Time Step "ts". In other words, $\mathrm{DP}_{\mathrm{aFRR,supplied}}$ is sent in real-time.

The data exchange must respect the communication requirements set forth in the document "aFRR communication requirements" published on the ELIA website and available on demand by e-mail to the contractual responsible as mentioned in Annex 17.

ANNEX 10. ACTIVATION

10.A DETERMINATION OF AFRR REQUESTED

ELIA determines the aFRR Requested per Time Step. The aFRR Requested is the sum of the aFRR Requested per aFRR Energy Bid, determined in accordance with Annex 10.B:

$$\text{aFRR Requested}(\text{ts}) = \sum_{\text{aFRR Energy Bids}} \text{aFRR Requested}_{\text{Bid}}\,(\text{ts})$$

10.B DETERMINATION OF THE AFRR REQUESTED PER AFRR ENERGY BID

For each Time Step, the aFRR Requested per aFRR Energy Bid is determined in accordance with the following procedure:

1. The control target $\text{CT}(\text{ts})$ per aFRR Energy Bid is equal to:
    - the volume of aFRR Up if selected by ELIA's controller;
    - the volume of aFRR Down if selected by ELIA's controller, taken as a negative value;
    - zero in all other cases;
2. ELIA determines the reference setpoint $\text{SP}_{\text{ref}}(\text{ts})$:
    - In case the concerned aFRR Energy Bid is not linked to another aFRR Energy Bid in the same direction, the reference setpoint $\text{SP}_{\text{ref}}(\text{ts})$ at the start of the Validity Period of the aFRR Energy Bid is equal to zero (point 1 in Figure *9*) ;
    - In case the concerned aFRR Energy Bid is linked to another aFRR Energy Bid in the same direction for the previous quarter-hour, respecting the conditions put forth in Annex 9.B, the reference setpoint SP_{ref} at the start of the Validity Period of the aFRR Energy Bid is the $\text{aFRR Requested}_{\text{bid}}$ of the Time Step “ts-1” of the linked aFRR Energy Bid of the previous quarter-hour, capped by the total offered volume in the upward (respectively downward) direction: (point 3 in Figure *9*):

      $$-\text{downward offered volume} \leq \text{aFRR Requested}_{\text{bid}}(\text{ts}-1) \leq \text{upward offered volume}$$

    - During the Validity Period of the aFRR Energy Bid, the reference setpoint SP_{ref} is the $\text{aFRR Requested}_{\text{bid}}$ of the Time Step “ts-1”;
3. ELIA determines the aFRR Requested per aFRR Energy Bid $\text{aFRR Requested}_{\text{bid}}(\text{ts})$ in accordance with the following rules:
    - In case during its Validity Period the concerned aFRR Energy Bid is linked to another aFRR Energy Bid in the opposite direction, respecting the conditions put forth in Annex 9.B, the $\text{aFRR Requested}_{\text{bid}}$ of the concerned aFRR Energy Bid is set to zero when the linked aFRR Energy Bid at “ts-1” has a non-zero $\text{aFRR Requested}_{\text{bid}}$;
    - if the control target $\text{CT}(\text{ts})$ is larger or equal to the $\text{SP}_{\text{ref}}(\text{ts})$, there is a ramp-up until the control target is reached:

      $$\text{aFRR Requested}_{\text{bid}}(\text{ts}) = \min\,[\,\text{SP}_{\text{ref}}(\text{ts}) + \text{RR}\,;\,\text{CT}(\text{ts})\,]$$

- if the control target $\mathrm{CT(ts)}$ is lower than the $\mathrm{SP_{ref}(ts)}$, there is a ramp-down until the control target is reached:

$$\text{aFRR Requested}_{\text{bid}}(\text{ts}) = \max\left[\,\mathrm{SP_{ref}(ts)} - \mathrm{RR}\,;\ \mathrm{CT(ts)}\right]$$

taking into account the ramping rate RR as determined in Annex 9.A.

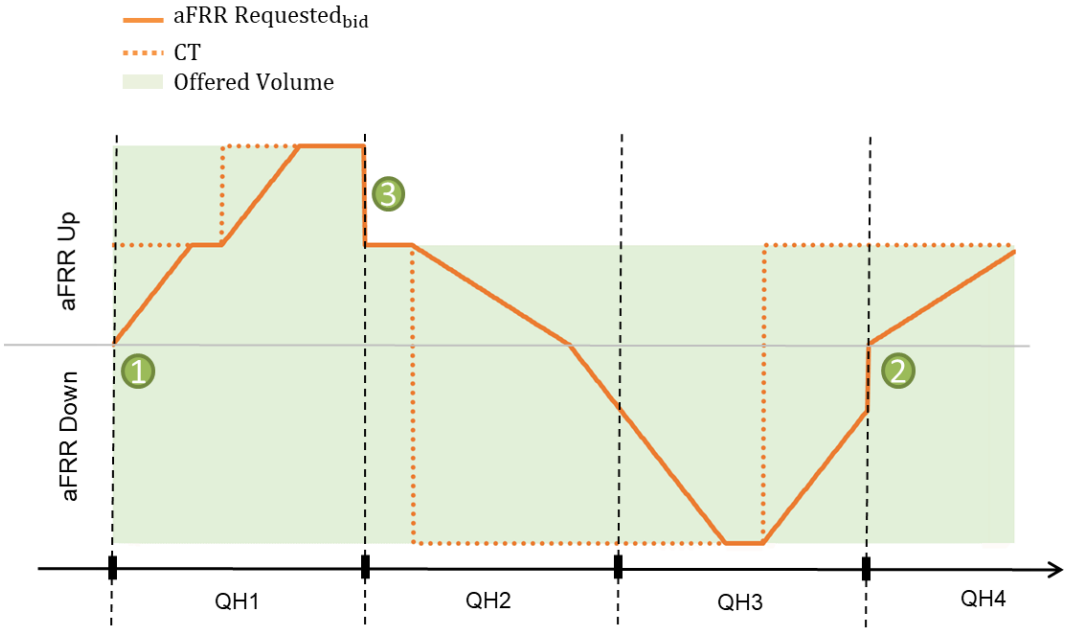


Figure 9 - Determination of $aFRR\ Requested_{bid}$

10.C COMMUNICATION REQUIREMENTS FOR ACTIVATION

The aFRR Requested transmitted at Time Step “ts” by ELIA to the BSP must be reached by the BSP at Time Step “ts+2” in accordance with the activation control described in Annex 13.

In addition, the following data is communicated, per Time Step "ts", from the BSP to ELIA:

- The aggregated aFRR Power supplied $\mathrm{P_{aFRR,supplied}(ts)}$, in MW. This value must be equal to the sum of the aFRR Power supplied $\mathrm{DP_{aFRR,supplied}(ts)}$ by the Delivery Points for which $\mathrm{DP_{aFRR}(ts)}$ equals to 1;

- Optionally, the FCR Correction$\mathrm{(ts)}$, in MW, in case part of the Pool of the BSP offers the FCR Service. The FCR Correction, expressed in MW, represents the sum of the FCR power delivered by the Delivery Points for which $\mathrm{DP_{aFRR}(ts)}$ equals to 1.

The BSP makes best effort to ensure the coherence between the aggregated data and the data per Delivery Point, as specified in Annex 9.G. The data exchange is considered as coherent by ELIA if:

$$\mathrm{P_{aFRR,supplied}(ts)} = \sum_{\mathrm{DP}} \mathrm{DP_{aFRR}(ts)} \times \mathrm{DP_{aFRR,supplied}(ts)}$$

Annex 10 Activation

The requirements for the real-time communication is specified in the document “aFRR communication requirements” published on the ELIA website and available on demand by e-mail to the contractual responsible as mentioned in Annex 17.

ANNEX 11. ACTIVATION FOR REDISPATCHING

In accordance with Art. II.19.1, ELIA can request an activation for redispatching on contracted aFRR Energy Bid(s) related to a Delivery Point DP_{SU} by sending an electronic message in line with Annex 11.C.

The settlement (both remuneration and activation control) of an activation of aFRR Energy Bid(s) for redispatching is based on the aFRR Requested RD. ELIA calculates the aFRR Requested RD per Time Step in accordance with Annex 11.A. The aFRR Requested RD is not communicated in real-time to the BSP.

11.A DETERMINATION OF AFRR REQUESTED RD

ELIA determines the aFRR Requested RD per Time Step. The aFRR Requested RD is the sum of the aFRR Requested RD per aFRR Energy Bid, determined in accordance with Annex 10.B:

$$\text{aFRR Requested RD (ts)} = \sum_{\text{aFRR Energy Bids}} \text{aFRR Requested RD}_{\text{Bid}}\text{ (ts)}$$

11.B DETERMINATION OF THE AFRR REQUESTED RD PER AFRR ENERGY BID

For each Time Step, the aFRR Requested RD per aFRR Energy Bid is determined in accordance with the following procedure:

- During the activation phase as defined in Art. II.19.4, the aFRR Requested RD per aFRR Energy Bid is equal to:

  For an upward aFRR Energy Bid:

$$\text{aFRR Requested RD}_{bid}(\text{ts}) = min\begin{pmatrix}\text{aFRR Requested RD}_{\text{Bid}}(\text{ts}-1) + RR^{23} \\ volume\ of\ aFRR\ Energy\ Bid\end{pmatrix}$$

  For a downward aFRR Energy Bid:

$$\text{aFRR Requested RD}_{bid}(\text{ts}) = max\begin{pmatrix}\text{aFRR Requested RD}_{\text{Bid}}(\text{ts}-1) - RR \\ -volume\ of\ aFRR\ Energy\ Bid\end{pmatrix}$$

  Considering that the aFRR Requested RD at the first Time Step of an activation for redispatching is equal to 0 MW;

- During the deactivation phase as defined in Art. II.19.4, the aFRR Requested RD per aFRR Energy Bid is equal to:

  For an upward aFRR Energy Bid:

$$\text{aFRR Requested RD}_{bid}(\text{ts}) = max\begin{pmatrix}\text{aFRR Requested RD}_{\text{Bid}}(\text{ts}-1) - RR \\ 0\end{pmatrix}$$

  For a downward aFRR Energy Bid:

[23] As determined in Annex 9.A

$$\text{aFRR Requested RD}_{bid}(\text{ts}) = \min\begin{pmatrix}\text{aFRR Requested RD}_{\text{Bid}}(\text{ts}-1) + RR \\ 0\end{pmatrix}$$

- During the delivery of complete offered power of the aFRR Energy Bid as defined in Art. II.19.4, the aFRR Requested RD per aFRR Energy Bid is equal to:

  For an upward aFRR Energy Bid:

  $$\text{aFRR Requested RD}_{bid}(\text{ts}) = volume\ of\ aFRR\ Energy\ Bid$$

  For a downward aFRR Energy Bid:

  $$\text{aFRR Requested RD}_{bid}(\text{ts}) = -\ volume\ of\ aFRR\ Energy\ Bid$$

11.C COMMUNICATION REQUIREMENTS FOR ACTIVATION FOR REDISPATCHING

In order to trigger an activation of an aFRR Energy Bid for redispatching, ELIA notifies the BSP by an electronic message. The detailed technical specifications of the communication protocols are described in the document “aFRR communication requirements”. This document can be consulted on the ELIA website or can be requested by e-mail to the contractual responsible as mentioned in Annex 17. ELIA can modify unilaterally the content of the messages sent and received. In such a case, ELIA notifies the BSP, and communicates the time period before this modification becomes effective, provided that this time period lasts at least 20 Working Days starting from ELIA’s notification.

ANNEX 12. AVAILABILITY TEST

In accordance with Art. II.14, ELIA controls the availability of the aFRR Capacity by performing availability tests.

12.A ORGANISATION OF AVAILABILITY TESTS

In accordance with Art. II.14.6, ELIA can request an availability test on contracted aFRR Energy Bid(s) submitted by the BSP, at any moment, while respecting the rules described in this annex.

12.B SPECIFICATIONS OF AN AVAILABILITY TEST

For an availability test, ELIA requests a 3 quarter-hours activation of one (or more) contracted aFRR Energy Bid(s) (being aFRR Up or aFRR Down), as shown in Figure *10* taking into account that:

- ELIA can request a partial or a full activation of the concerned aFRR Energy Bid(s). The aFRR Capacity Requested must be supplied during the second quarter-hour of the availability test;
- For each tested aFRR Energy Bid including Delivery Point(s) DP_{PG}, the BSP can choose on which Delivery Point(s) listed in the concerned aFRR Energy Bid it performs the availability test;
- All Delivery Points included in the activated aFRR Energy Bids perform the data exchange, as defined in Annex 9.G.
- The availability test related to Delivery Points DP_{SU} is performed taking into account the operating mode[24], as declared in the last valid Daily Schedule.
- The start-time of the availability test is communicated by ELIA to the BSP in the electronic message triggering the availability test, in accordance with Annex 12.F.

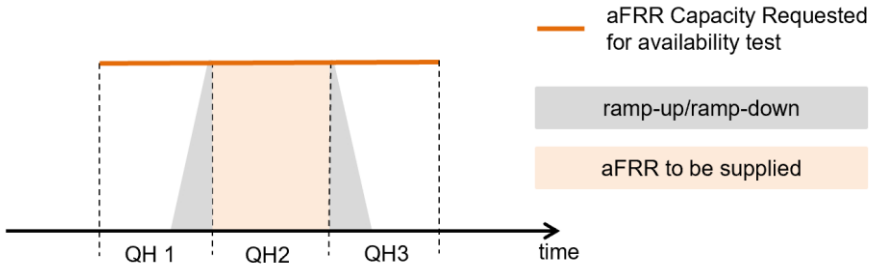


Figure 10 – aFRR availability test

12.C RULES ON PERFORMANCE OF AVAILABILITY TESTS

ELIA respects the following rules to trigger the availability tests:

- ELIA has the right to test all the aFRR Awarded at least once a Year;
- ELIA has the right to perform at least one availability test per month;
- ELIA has the right to test all Delivery Points included in the Pool of the BSP once a Year.

[24]For instance, in case the operating mode is the full CCGT, all aFRR Energy Bids including the Delivery Points DP_{SU} composing the CCGT will be activated in the availability test, independently from the aFRR Capacity Requested for the considered availability test.

Limitation on the number of availability tests

ELIA triggers availability tests while respecting a limitation on the number of availability tests, which applies on a rolling window of 12 months, always starting at Month M (current Month).

ELIA has the right to perform at maximum 12 availability tests on the rolling window:

- In case of two successive successful availability tests, in accordance with Art. II.14.8, ELIA reduces this limitation to 6 availability tests on the rolling window;
- Any failed availability test, in accordance with Art.II.14.8, automatically sets the limitation on number of availability tests back to 12 for the rolling window.

Once the results of an availability test are provided by ELIA to the BSP, in accordance with Art. II.14.10, any update on the limitation enters into force as of the first calendar day of next Month.

In case of dispute as foreseen in Art. II.18.2, the limitation is updated according to the results provided by ELIA in its report until sufficient proof is provided by the BSP to ELIA to review the results and to consequently reach an agreement (between ELIA and the BSP) on results of the concerned availability test(s).

12.D COMPLIANCY CRITERIA

For the second quarter-hour of the availability test (quarter-hour of delivery), ELIA determines the aFRR Power supplied per Time Step "ts", as follows:

$$\text{aFRR Power supplied}(\text{ts}) = \sum_{\text{DP}} \left[\text{DP}_{\text{baseline},\text{ts}_0} - \text{DP}_{\text{measured}}(\text{ts}) \right]$$

where $\text{DP}_{\text{baseline},\text{ts}_0}$ is the last baseline received at the Time Step "ts_0" at which the trigger of the availability test is sent by ELIA. The BSP may request to apply different baseline values during the availability test. Such a request needs to be sent by e-mail to the contractual responsible as mentioned in Annex 17 within 7 working days following the concerned availability test and should contain the following information:

- the list of the Delivery Points for which the request is made (Delivery Point names and EAN codes);
- the baseline value(s) to be applied during the availability test;
- a sound justification for applying the proposed baseline values.

ELIA evaluates the validity of the information provided by the BSP and validates or rejects the request to apply a different baseline value during the availability test.

The availability test is failed if the aFRR Power supplied is inferior (respectively superior) to the aFRR Capacity Requested for more than 15 Time Steps in case of availability test in the upward direction (respectively downward direction).

12.E DETERMINATION OF MISSING MW

For each failed availability test, ELIA determines the aFRR Missing MW in accordance with the following procedure:

1. The aFRR Power supplied is determined according to Annex 12.D;

2. ELIA determines the deviations $\delta(\text{ts})$ per Time Step comprised in the second quarter-hour of the availability test as follows:

$$\delta(\text{ts}) = \text{aFRR Capacity Requested} - \text{aFRR Power supplied}(\text{ts})$$

3. The aFRR Missing MW is determined by:

   - The third highest deviation $\delta(\text{ts})$ in case of availability test performed in the upward direction;

   - The absolute value of the third lowest deviation $\delta(\text{ts})$ in case of availability test performed in the downward direction.

12.F COMMUNICATION REQUIREMENTS FOR AVAILABILITY TEST

In order to trigger an availability test, ELIA notifies the BSP by an electronic message. The detailed technical specifications of the communication protocols are described in the document “aFRR communication requirements”. This document can be consulted on the ELIA website or can be requested by e-mail to the contractual responsible as mentioned in Annex 17. ELIA can modify unilaterally the content of the messages sent and received. In such a case, ELIA notifies the BSP and communicates the time period before this modification becomes effective, provided that this time period lasts at least 20 Working Days starting from ELIA’s notification.

ANNEX 13. ACTIVATION CONTROL

13.A DETERMINATION OF THE AFRR ENERGY DISCREPANCY

For Month M, ELIA determines the aFRR Energy Discrepancy as follows:

$$\text{aFRR Energy Discrepancy(M)} = \sum_{\text{Time Steps in Month M}} \frac{\text{aFRR MW discrepancy (ts)}}{900}$$

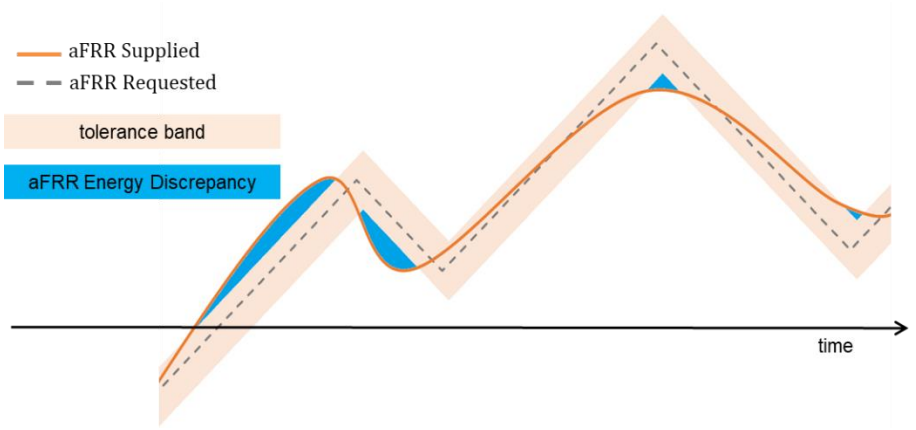


Figure 11 – aFRR Energy Discrepancy

The $\text{aFRR MW discrepancy}$ is determined, per Time Step ts, as follows:

$$\text{aFRR MW discrepancy(ts)} = \max\left[\left|\text{aFRR Requested(ts} - 2) - \text{aFRR Supplied(ts)}\right| - \delta_{\text{perm}}(\text{ts}); 0\right]$$

where

- aFRR Supplied(ts) is determined in accordance with Annex 13.C;
- $\delta_{\text{perm}}(\text{ts})$ is the permitted deviation determined in accordance with Annex 13.B

The $\text{aFRR MW discrepancy}$ for each Time Step is capped to the V(QH) of the concerned quarter-hour as defined in Annex 13.B.

Exclusion of Time Steps from the determination of the aFRR Energy Discrepancy

Time Steps are excluded from the calculation of the aFRR Energy Discrepancy for Month M in case:

- erroneous data is received for the considered Time Step;
- a jump is identified in the aFRR Requested per aFRR Energy Bid at the start of a quarter-hour for one or more aFRR Energy Bids submitted by the BSP that is selected by Elia's controller. ELIA identifies a jump in the following way:

$$\frac{\left|aFRR\ Requested_{bid}(\text{ts} - 1) - aFRR\ Requested_{bid}(\text{ts} + 8)\right|}{11} > RR(QH)$$

Where

1. ts is the first Time Step of a quarter-hour;
2. $RR(QH)$ is the applicable ramping rate for the bid for the quarter-hour after the jump, as defined in Annex 9.A.

In case a jump is identified at the start of a quarter hour, the first Time Steps of the concerned quarter-hour are excluded from the calculation of the aFRR Energy Discrepancy for Month M. The number of Time Steps that are excluded corresponds to the number of Time Steps needed to span the Full Activation Time of the aFRR Service.

- ELIA has set the aFRR Requested of the BSP to 0 MW following the need to solve a congestion during a given quarter-hour (i.e., due to grid element incident or violation of operational limits), in accordance with Art. II.12.4. In that case, the following Time Steps are excluded from the calculation of the aFRR Energy Discrepancy for Month M:
  - The Time Steps within the concerned quarter hour following the moment Elia has set the aFRR Requested of the BSP to 0 MW;
  - The Time Steps of the first quarter hour after the quarter hour in which Elia has set the aFRR Requested of the BSP to 0 MW;
  - The first Time Steps of the second quarter after the quarter hour in which Elia has set the aFRR Requested of the BSP to 0 MW. The number of Time Steps that are excluded for this quarter hour corresponds to the number of Time Steps needed to span the Full Activation Time of the aFRR Service.

13.B DETERMINATION OF THE PERMITTED DEVIATION

The permitted deviation δ_{perm} is calculated per quarter-hour "QH" and per direction in accordance with the following procedure:

1. ELIA determines the volume V(QH), which is the sum of the offered volume of each aFRR Energy Bid selected by ELIA's controller in the concerned direction for at least one Time Step of the concerned quarter-hour;
2. The permitted deviation is equal to 15% of V(QH):

$$\delta_{\text{perm}}(\text{QH}) = 15\% \times \text{V(QH)}$$

13.C DETERMINATION OF THE AFRR SUPPLIED

The aFRR Supplied is determined per Time Step "ts" as follows:

$$\text{aFRR Supplied(ts)} = \sum_{\text{participating Delivery Points}} (aFRR\ supplied_{DP}(ts)) - \text{FCR Correction(ts)}$$

Where:

- the participating Delivery Points are all Delivery Points included in an aFRR Energy Bid or Supporting aFRR Providing Group (including the Delivery Points included in an aFRR Low-Voltage Delivery Point Group included in an aFRR Energy Bid or Supporting aFRR Providing Group) for the concerned Time Step "ts", compliant with Art. II.12.6

- $aFRR\ supplied_{DP}$ is determined by Elia in accordance with Annex 13.D.

ELIA excludes a Delivery Point from the calculation of the aFRR Supplied of a Time Step in case not all the required data for the Delivery Point, as stipulated in Annex 9.G, is received for that Time Step.

13.D DETERMINATION OF AFRR SUPPLIED PER DELIVERY POINT

Elia calculates the aFRR supplied for a Delivery Point as follows:

$$aFRR\ supplied_{DP}(ts) = [DP_{baseline}(ts) - DP_{measured}(ts)] \times DP_{aFRR}(ts)$$

ANNEX 14. REMUNERATION IN CASE OF FALLBACK

As stipulated in Art.II.16.7, ELIA replaces the CBMP by the local marginal price in case one of the following fallback scenarios occurs:

- a disconnection from the aFRR Platform; or
- the merit-order activation cannot be performed by ELIA due to technical constraints.

Both fallback scenarios are explained in detail in the Balancing Rules.

14.A DETERMINATION OF THE LOCAL MARGINAL PRICE IN CASE OF FALLBACK

Per Time Step only one local marginal price is calculated, being either the local marginal price up or the local marginal price down. The direction for which the local marginal price is calculated, depends on the direction of the global control target[25]. In case of positive (negative) global control target, the local marginal price up (down) is calculated and replaces the CBMP up (down) in Art.II.16.7. In that case, no local marginal price down (up) is calculated and therefore the CBMP down (up) is invalid[26].

ELIA applies the following principles to define the local marginal price per Time Step:

1. In case the merit-order activation cannot be performed due to technical constraints, the merit order of all validated aFRR Energy Bids for the concerned Time Step is generated ex-post;
2. From the global control target and the (ex-post) merit order, ELIA identifies the aFRR Energy Bids that (would) have been selected by ELIA's controller. These aFRR Energy Bids are used in step 3;
3. The local marginal price up (down) is set to the maximal (minimal) price of the selected aFRR Energy Bids upwards (downwards) identified in the previous step.

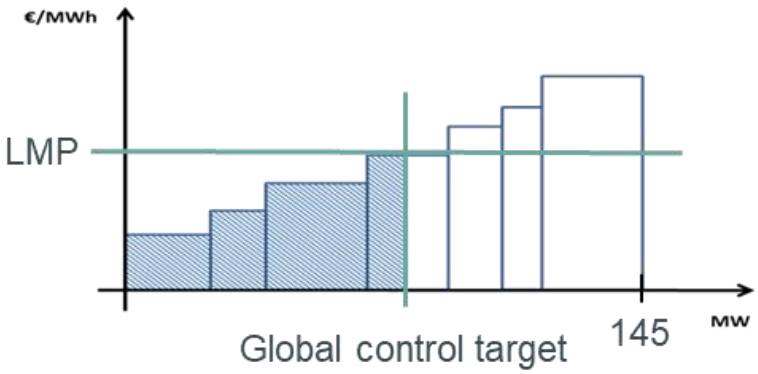


Figure 12: Determination of local marginal price from global control target and (ex-post) merit order

[25] Calculated by the aFRR controller as stated in the Balancing Rules.
[26] In such case, the applicable price down (up) in art.II.16.7 is set by the bid price.

ANNEX 15. INCENTIVES

15.A INCENTIVES RELATED TO AFRR MADE AVAILABLE

In accordance with Art. II.17.2, the incentive for non-compliance with aFRR Made Available is calculated per aFRR Capacity Product for Month M as follows:

$$I_{\text{aFRR Made Available}}(\text{Month M}) = \sum_{\text{All CCTU of Month M}} I_{\text{aFRR Made Available}}(\text{CCTU})$$

$$I_{\text{aFRR Made Available}}(\text{CCTU}) = \#\text{CCTU}_{\text{non-compliant}} * \text{MW}_{\text{not made available}} * \text{CP}_{\text{WA}}$$

Where:

- $\text{All CCTU of Month M}$

  All CCTU of Month M for which the BSP has a positive aFRR Obligation for the concerned aFRR Capacity Product;

- $\#\text{CCTU}_{\text{non-compliant}}$

  The number of CCTU for which an incentive related to the aFRR Made Available for the concerned aFRR Capacity Product applies for the period comprised between Day D-29 until Day D (i.e. 30 Days), where Day D is the date of the concerned non-compliance with aFRR Made Available;

- $\text{MW}_{\text{not made available}}$

  This value is determined as follows:

  i. For each quarter-hour of the concerned CCTU, the difference between the aFRR Obligation for the concerned aFRR Capacity Product and the corresponding aFRR Made Available is determined;

  ii. The differences established in point (i) for each quarter-hour are summed;

  iii. The sum established in point (ii) is divided by 4 to obtain the $\text{MW}_{\text{not made available}}$ expressed in MW/h.

Example *for the* $MW_{not\ made\ available}$ *determination:*

	Non-compliant quarter-hours of CCTU 4 (16:00-20:00)			
	16:30-16:45	**16:45-17:00**	**19:00-19:15**	**19:15-19:30**
aFRR Obligation (1)	70	70	70	70
aFRR Made Available (2)	50	60	40	30
(1) – (2)	20	10	30	40
$MW_{not\ made\ availbale}$ [MW/h]	$= \frac{20+10+30+40}{4} = \frac{100}{4} = 25$			

Table 5: Example for the $MW_{not\ made\ available}$ determination

- CP_{WA}

  The weighted average of capacity prices corresponding to all aFRR Capacity Bids of the concerned aFRR Capacity Product awarded to the BSP for the period comprised between Day D-29 until Day D (i.e. 30 Days), where Day D is the date of the concerned non-compliance with aFRR Made Available. The weight is the aFRR Awarded for the concerned aFRR Capacity Bid.

  In case no aFRR Capacity Bid has been awarded to the BSP for the period comprised between Day D-29 until Day D (i.e. 30 Days), where Day D is the date of the concerned non-compliance with aFRR Made Available, CP_{WA} is equal to the average price of the capacity auction corresponding to the CCTU for which the non-compliance is observed;

15.B INCENTIVES FOR AFRR MISSING MW

15.B.1 INCENTIVES FOR AFRR MISSING MW DETERMINATION

In accordance with Art. II.17.4, the incentive resulting from aFRR Missing MW corresponding to each aFRR Capacity Product is calculated on a monthly basis as follows:

$$I_{\text{aFRR Missing MW}} = \sum_{\substack{\text{Availability test(s)} \\ \text{organized in month M}}} [\alpha \times \text{aFRR Missing MW} \times CP_{WA} \times \#\text{CCTU}] \times \text{hours}_{\text{CCTU}}$$

where:

- α: incentive factor that is equal to:
  - 0.75 by default;
  - 1.5 in case the incentive concerns a second consecutive failed availability test;
- aFRR Missing MW: the aFRR Missing MW of the concerned availability test defined in Annex 12.E;
- CP_{WA}: the weighted average of capacity prices corresponding to all aFRR Capacity Bids of the concerned aFRR Capacity Product awarded to the BSP for the period comprised between Day D-29 until Day D (i.e. 30 Days), where Day D is the date of performance of the concerned availability test. The weight is the aFRR Awarded for the concerned aFRR Capacity Bid;
- #CCTU: the number of CCTU for which at least one aFRR Capacity Bid of the concerned aFRR Capacity Product has been awarded to the BSP for the period comprised between Day D-29 until Day D (i.e. 30 Days), where Day D is the date of performance of the concerned availability test;
- hours_{CCTU}: number of hours in a CCTU.

15.B.2 ADAPTATION OF $AFRR_{MAX,UP}$ AND $AFRR_{MAX,DOWN}$ IN CASE OF FAILED AVAILABILITY TEST

In accordance with Art. II.14.8 and II.17.5, ELIA adapts the $aFRR_{max,up}$ and/or $aFRR_{max,down}$ in case of two or more failed consecutive availability test of the same aFRR Capacity Product, as follows:

- Two or more consecutive failed availability tests related to aFRR Up:

$$\text{new aFRR}_{\text{max,up}} = \text{aFRR}_{\text{max,up}} - \min_{\text{tests up}} [aFRR\ Missing\ MW_{test\ 1};\ aFRR\ Missing\ MW_{test\ 2}]$$

where tests up is the set of consecutive failed availability tests of aFRR Up;

- Two or more consecutive failed availability tests related to aFRR Down:

$$\text{new aFRR}_{\text{max,down}} = \text{aFRR}_{\text{max,down}} + \min_{\text{tests down}} [aFRR\ Missing\ MW_{test\ 1};\ aFRR\ Missing\ MW_{test\ 2}]$$

where tests down is the set of consecutive failed availability tests of aFRR Down.

15.C INCENTIVES FOR ACTIVATION CONTROL

In accordance with Art. II.17.6II.17.6, the incentive resulting from aFRR Energy Discrepancy is calculated on a monthly basis as follows:

$$\text{aFRR Energy Discrepancy incentive(M)} = 1{,}3 \times \frac{\text{aFRR Energy Discrepancy(M)}}{\text{aFRR energy requested(M)}} \times \text{remuneration(M)}$$

where

- the aFRR Energy Discrepancy(M) is determined in accordance with Annex 13.A;
- the aFRR energy requested(M) is determined as follows:

$$\text{aFRR energy requested(M)} = \sum_{\text{Time Steps}} \frac{|\text{aFRR Requested(ts)}|}{900}$$

Any Time Step excluded from the calculation of the aFRR Energy Discrepancy (M) is also excluded from the calculation of aFRR energy requested (M).

- the remuneration is the sum of the remuneration for the aFRR Awarded, determined in accordance with Art. II.16.3, and the absolute value of the remuneration for the aFRR Requested, determined in accordance with Art.II.16.9:

$$\text{remuneration aFRR Awarded} + |\text{remuneration aFRR Requested}|$$

ANNEX 16. APPROPRIATION STRUCTURE

Imputation code	Description
	Remuneration for aFRR Awarded
	Remuneration for aFRR Requested
	Availability tests incentives
	Control of the aFRR Obligation
	Activation control incentives

Table 6: Imputation codes for each type of remuneration and control

ANNEX 17. CONTACT DETAILS

Version: DD/MM/YYYY

For ELIA:

1	**Contractual responsible(s)**
2	**Delivery Control**
3	**Invoice monitoring** **3.1 Settlement** **3.2 Invoicing & Payment**
4	**Real time operations and operational monitoring**

Table 7: Contact details for ELIA

Annex 17 Contact details

For the BSP:

1	**Contractual responsible**
2	**Capacity auctions**
3	**Delivery Control**
4	**Invoicing matters**
5	**Real time (24h/24) (max. one phone number)**

Table 8: Contact details for the BSP

Updates of this list must be exchanged by e-mail to the contractual responsible as mentioned in Annex 17.