Terms and Conditions for balance responsible parties (BRPs) ("T&C BRP")

in accordance with Article 18 of Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing

Style Definition: headline 1

CONTENTS

Field Code Changed
Field Code Changed
Field Code Changed
Field Code Changed
Field Code Changed
Field Code Changed

THE BELGIAN TRANSMISSION SYSTEM OPERATOR, TAKING INTO ACCOUNT THE FOLLOWING

Whereas

(1) Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing (hereinafter "Regulation 2017/2195"), which entered into force on 18 December 2017.

(2) Elia Transmission Belgium SA (hereafter referred to as "ELIA") is responsible for the operation of the Belgian transmission system, for which it holds a right of ownership or at least a right of use. ELIA has been designated as Transmission System Operator pursuant to the Act of 29 April 1999 on the organization of the electricity market, and ensures the safety, reliability and efficiency of the Belgian transmission system.

(3) In accordance with Article 4(1), Article 5(4)(c) and Article 18 of Regulation 2017/2195, ELIA has prepared a proposal on the terms and conditions for balance responsible parties (hereinafter "T&C BRP"), which has been approved by the relevant regulatory authorities.

(4) In this regard, the latest revision of the T&C BRP came into effect on 20~~1 December~~ May 2024~~1~~.

(5) In accordance with Article 6(3) of Regulation 2017/2195, the CREG may request that this T&C BRP be amended. In accordance with Article 6(3) of Regulation 2017/2195, ELIA may submit a Proposal to amend the T&C BRP.

(6) In accordance with the procedure set out in Article 10 of Regulation 2017/2195, the proposed amendment to the T&C BRP has been submitted for consultation from ~~12~~ 20 ~~July~~ September to ~~28~~ 18 ~~August~~ October ~~2023~~ 2024 and shall be submitted for approval to the relevant regulatory authorities in accordance with the procedure set out in Articles 4 and 5 of Regulation 2017/2195.

(7) This document is ELIA's proposal for amendments regarding the T&C BRP and takes into account the objectives stipulated in Article 18.6(k) of Regulation 2017/2195 and resulting methodologies (such as the "methodology for harmonising the main features of Imbalance settlement" fixed by ACER decision of 15 July 2020) as well as the objectives set out in Article 12 § 5 10° of the Act of 29 April 1999 on the organization of the electricity market, as implemented in the Tariff methodology and the resulting Tariffs.

(8) These changes are made in the context of the evolutions that are necessary in preparation of Elia's participation to the European balancing platforms. They take into account CREG's decision (B)2554 of 17 May 2023 where the CREG formally requests Elia, in application of Article 6(3) of Regulation 2017/2195, to submit a Proposal for amendment of the T&C BRP in order to describe in the latter the calculation of the Imbalance price components. These changes take into account and are coherent with the "Balancing Rules" submitted by Elia to

the CREG on 13 May 2022 in the context of the connexion to the aFRR-Platform that have been approved by the CREG decision (B)2433 of 19 July 2022, amended by the CREG decision (B)2554 of 17 May 2023.

(9) In accordance with Article 5(5) of Regulation 2017/2195, the proposal should also include a timetable for the implementation of these T&C BRP.

(10) In accordance with Article 7 of Regulation 2017/2195, ELIA will publish this T&C BRP on its website in the reference languages, i.e. Dutch and French.

SUBMITS THE FOLLOWING PROPOSAL TO THE RELEVANT REGULATORY AUTHORITIES:

Article 1
Subject and scope

(1) The T&C BRP is the proposal regarding the terms and conditions for balance responsible parties (BRPs), in accordance with Articles 4, 5 and 18 of Regulation (EU) 2017/2195.

(2) The terms and conditions for balance responsible parties are set out in the Annex to this proposal, including the definitions, general provisions and the provisions set out in Article 18(6) of Regulation (EU) 2017/2195.

(3) In accordance with Article 5(4)(c) of Regulation (EU) 2017/2195, this proposal must be submitted to CREG for approval.

(4) In accordance with Article 6(3) of Regulation (EU) 2017/2195, Elia may request amendments to these T&C BRP.

Article 2
Implementation plan

(1) These T&C BRP~~s~~ shall take effect after their approval by the relevant regulatory authorities ~~and together with the entry into force of the T&C BSP mFRR developed in the context of the accession to the mFRR Platform and the next amendment to the Balancing Rules prepared for this same purpose~~.

(2) The changes made related to the nomination deadlines in context of the adaptations to the SDAC process have been written flexibly with regards to the go-live of this new SDAC process (here-after 'new SDAC go-live'). Regardless of the actual date of the new SDAC go-live, the nomination deadlines should be clear, as both the situation before and after the go-live are described. In a next revision, after the new SDAC go-live, the redundant reference to the situation before the go-live will be removed.

(3) Certain changes were made related to appointing ~~(a)~~one or several BRP(s) on (a) Delivery Point(s) behind an Access Point, where the BRP(s) of the Delivery Point(s) can be different from the BRP of the Access Point. In order for Access Holders to use this possibility, changes are required to the Access Contract and the Code of Conduct as well. The T&C BRP, with these changes, remains valid even before both the other documents are updated and approved. However, the possibility to appoint multiple BRPs on and behind an Access Point can not be used until all documents are updated and approved.

(4) The update in Article 30.6 describes the definition of the alpha component both in the situation where no connection to an international platform for Balancing Energy (MARI/PICASSO) has been made, as well as the situation after connection has been made to at least one of the two platforms. After the connection to either platform, the description of the situation before connection is no longer necessary. This will be removed in a next revision after connection to either platform.

(5) The remaining changes made in this version of the T&C BRP (including changes to definitions, inclusion of the Market Suspension rules…) shall take effect after the approval of this T&C BRP by the relevant regulatory authorities.

Formatted: English (United Kingdom)

Formatted: English (United Kingdom)

Formatted: English (United Kingdom)

~~(1)~~

~~(2) Elia commits to develop a detailed evaluation plan for the rules for calculating the imbalance price in collaboration with the market players, and to submit it to the CREG so that it can be used as an instrument for evaluating the current version of the T&C BRP. This detailed evaluation plan was first discussed at the Working Group Balancing on December 18, 2023. Market participants have been asked to provide feedback on this plan by January 15, 2024, so that this feedback and the final proposal for the evaluation plan can be presented and discussed at the Working Group Balancing meeting on February 7, 2024.~~

~~The aim of the plan will be to assess whether some elements (e.g. cap/floor, alpha, dead band, inclusion of all optimization cycles in the calculation of the aFRR component) used in the calculation of the main and additional components of the imbalance price are unnecessary, and can therefore be omitted, or whether they can be improved.~~

~~The evaluation plan will consist of a period of observation, followed by a period of analysis1 leading to a recommendation to maintain, improve or remove (possibly gradually) these elements. Adaptations (improvements, deletions) to these elements will be proposed as soon as they are deemed appropriate in view of the objectives of the EBGL, and in particular the objectives described in articles 3.1(c) and 3.2(d), which emphasize the need to ensure the safety and stability of the network. After consultation with the CREG and the market parties, ELIA will prepare the implementation of this recommendation through a proposal of amendment to the T&Cs BRP2. In this proposal of amendment, ELIA will adapt articles 2 ("Implementation plan") and/or 30 ("Rules for calculating the imbalance price") of the T&C BRP in accordance with the recommendation3. Furthermore, if necessary, ELIA will ensure that article 16 of the T&C BRP, and more specifically the wording of the BRPs' balance obligation, is amended to ensure that this obligation remains permanently consistent with the price signals to which the BRPs are exposed through the application of article 30 of the T&C BRP. Thus, if the recommendation foresees the relaxation of the cap and floor in the rules for calculating the imbalance price referred to in Article 30, with the result that – in certain situations – the Belgian BRPs are exposed to an imbalance price which encourages them to exacerbate the imbalance in the Belgian imbalance price zone, then the wording~~

~~[1] The analysis period will start at the end of the observation period and will last a maximum of 4 months.~~

~~[2] ELIA will have a period of 19 weeks from the end of the analysis period to submit this proposal of amendment of the T&C BRP to the CREG, unless the CREG and ELIA decide, by mutual agreement, to extend this period in order to allow other modifications (which may be necessary in the context of an ongoing project) to be incorporated into this revision of the T&C BRP and thus avoid two overlapping revisions of the T&C BRP.~~

~~[3] It should be noted that an amendment to the T&C BRP will have to be proposed by ELIA even if the recommendation of the evaluation plan is to keep the imbalance price formula unchanged. In this case, only Article 2 of the T&C BRP will need to be updated.~~

of the balance obligation, as foreseen in Article 16. 2 of the T&C BRP, will have to be reviewed in order to avoid limiting the possibility for a BRP to deviate from the balance of its Balancing Perimeter solely to participation "in maintaining the balance of the Belgian control area".

The evaluation will be based on :

- on the one hand, an analysis of the frequency of occurrence, the circumstances of occurrence and the observed effect of the elements evaluated (e.g. cap/floor, alpha, dead band) on the imbalance price during the observation period and,
- on the other hand, on the basis of an analysis enabling us to estimate how the BRPs would have reacted to another imbalance price (i.e. an imbalance tariff calculated on the basis of a formula omitting some of the elements assessed) and therefore to assess the impact of these other formulas and to compare them with regard to the objectives of the EBGL.

The assessment of the risks of jeopardizing the grid security, and in particular the risks of congestion, created by the application of an alternative formula for calculating the imbalance tariff, in which certain elements - e.g. cap/floor, dead band, alpha, taking into account of all optimisation cycles in the calculation of the aFRR component - would have been omitted, will be decisive in considering recommending the relaxation of these elements. Congestion risks will be assessed, for certain quarters of an hour considered relevant, using the estimated reaction of the BRPs to another imbalance price (calculated on the basis of an alternative formula), as well as information relating to the residual capacities available at the borders and the aFRR reserves available locally. Other related risks will also be assessed and used as background in developing the recommendation. These risks include (but are not limited to) the following:

- risk of deviating from the general principle of the principles of settlement as referred to in Article 44.1(a) of the EBGL consisting of establishing adequate economic signals which reflect the situation of imbalance ;
- risk of departing from the general principle of the principles of settlement as referred to in Article 44.1(b) of the EBGL consisting of ensuring that imbalances are settled at a price which reflects the value of energy in real time;
- risk of reduced balancing efficiency (in accordance with Article 3.1(b) of the EBGL);
- risk of increasing undue barriers to the entry of new players or to the participation of renewable energy sources (in accordance with Articles 3.1(e) and (g) of the EBGL).

In particular, ELIA's recommendation will automatically foresee changes to the imbalance price formula in order to ensure that the final result of the imbalance price calculation complies with the CREG's interpretation of the boundary conditions referred to in Articles 55.4 and 55.5 of the EBGL, unless such a formula jeopardises system security or is not technically or economically relevant. If no techno-economically relevant formula that meets the boundary conditions referred to in Articles 55.4 and 55.5 of the EBGL can be proposed, then the relevance of these boundary conditions will have to be questioned. If necessary, ELIA and CREG will work together to develop these provisions at European level.

The level of granularity of the analyses carried out by ELIA will be adapted in order to be able to rule on the various risks mentioned above. For example, if a factual analysis shows that the cap and floor have never set the imbalance tariff during the observation period, it could be concluded that the risk of jeopardizing grid security created by a formula omitting these cap and floor is not significant and that, in the context observed, it is acceptable to proceed with the gradual relaxation of these parameters (with the possibility of quickly reintroducing them if necessary). In this situation, it would not even be possible to select relevant quarter hours to compare the impact of

different imbalance price formulas, with and without cap/floor, with regard to the objectives of the EBGL.

The observation period, on the basis of which the evaluation will be carried out, will start as soon as the evaluation plan has been approved by the CREG and Belgium has been connected to the aFRR Balancing Platform and will last 12 months. A reference situation, based on a sufficiently representative period prior to connection to the Balancing Platforms, will also be defined in order to be able to compare the estimated risks for the different formulas envisaged for calculating the imbalance tariff with those (in principle deemed acceptable by all market parties) observed in the reference situation. Thus, if the congestion risk associated with a given alternative formula for the imbalance tariff is not estimated to be greater, in terms of frequency of occurrence and/or severity, than the congestions actually observed during the reference period, it may be concluded that it is acceptable to implement this new formula (from a grid security perspective at least).

Finally, given the importance of the subject and the uncertainty regarding market evolutions following connections to the European balancing platforms, ELIA commits to provide market parties and the CREG with quarterly reports containing a number of key statistical indicators that will make it possible to assess the impact of the elements evaluated (e.g. cap/floor/dead band) and to monitor evolutions during the observation period.

(3) In the context of the progressive relaxation of the day ahead balance obligation for BRPs, the Maximum Authorised Relative Day-Ahead Imbalance stated in Article 24.1 and defined in Article 1 of the BRP Contract is being progressively increased according to the implementation plan of the T&C BRPs that have been approved in the CREG Decision (B)2287 of the 21st of October 2021. The implementation plan resulted in an implementation schedule consisting of four (4) phases:

(a) In a first phase that started on the 1st of December 2021 and lasted for three (3) months, the Maximum Authorised Relative Day-Ahead Imbalance was equal to twenty five (25) percent.

(b) In a second phase that spanned the period from the 1st of March 2022 to the 1st of December 2022, the Maximum Authorised Relative Day-Ahead Imbalance was equal to fifty (50) percent.

(c) In a third phase that started on the 1st of December 2022 and that is foreseen to last nine (9) months, the Maximum Authorised Relative Day-Ahead Imbalance is equal to one hundred (100) percent.

(d) After the third phase, the Maximum Authorised Relative Day-Ahead Imbalance is foreseen to remain at one hundred (100) percent.

As part of the implementation plan on the progressive relaxation of the day-ahead balance obligation, the impact of the change in the Maximum Authorised Relative Day-ahead Imbalance on the imbalances observed in real-time in the Belgian control area should be analysed at the end of phases (b) and (c) using the methodology and process described in the following paragraphs. These evaluations are foreseen to lead to a recommendation sent by ELIA to the competent regulators to proceed to the next phase according to the above timetable, to extend the current phase or to propose a new value for the Maximum Authorised Relative Day-Ahead Imbalance.

If, during any of the four (4) phases, ELIA would notice that the increase of the Maximum Authorised Relative Day Ahead Imbalance would have a significant negative impact on the reliability, safety or efficiency of the grid, and unless the CREG does not agree, ELIA may, at any time and without waiting for the end of the current phase, reduce the Maximum Authorised Relative Day Ahead Imbalance. The proposal to reduce the Maximum Authorised Relative Day Ahead Imbalance will be based on an analysis performed by Elia on its own initiative or at CREG's request.

(4) The evaluation referred to in paragraph 2(3) will be based on the following principles:

(a) The imbalances in the control area for which ELIA is responsible (also called "System Imbalance" or "SI"), with a resolution of 15 minutes and with an observation period of two years ending no earlier than the last day of the second month before the end of the current phase (i.e. phase (b) or phase (c) as described in paragraph 2(2)), will be filtered to remove periods of forced outage of the Nemo Link or of generating units with a power loss of more than 50 MW (until the end of the forced outage, but limited to 8 hours after the onset of the forced outage), periods with unusual events (e.g. market decoupling) and periods with data quality issues (e.g. missing data).

(b) The 99th percentile of this filtered data will be calculated for each month of the two-year observation period.

(c) The trendline of the 99th monthly percentile will be analysed and a check will be carried out to determine whether a correlation is observed between the change in the Maximum Authorised Relative Day Ahead Imbalance and a deterioration in the System Imbalance that would be observed in the trendline.

(d) This overview will be supplemented by a contextual analysis of the observations.

(5) The review referred to in paragraphs 2(3) and 2(4) will be organised according to the following process:

(a) At the latest one (1) month before the end of the current phase (i.e. phase (b) or phase (c) as described in Article 2(3)), ELIA will provide CREG with a report setting out the conclusion of its analysis, as well as a recommendation to proceed to the next phase, to extend the current phase or to propose a new value for the Maximum Authorised Relative Day Ahead Imbalance. The information and documents on the basis of which ELIA has reached the conclusion set out in the report will be annexed to the report.

(b) As far as possible, CREG will approve or contest ELIA's recommendation no later than two (2) weeks before the end of the current phase and, in the event of a dispute, will take the final decision on the path to be followed.

(c) If CREG has not communicated its decision to ELIA two (2) weeks before the intended end of the current phase, this phase will be extended by one month.

(d) At the latest one (1) week before the actual start of the next phase, ELIA will inform the market, via its website, of the final decision (i.e. ELIA's recommendation or, if contested

~~by CREG, CREG's decision) to proceed to the next phase, to extend the current phase or to propose a new value for the Maximum Authorised Relative Day-Ahead Imbalance.~~

Article 3
Expected impact on the objectives of the Regulation

(1) The expected impact of the T&C BRP on the objectives of Regulation (EU) 2017/2195 can be described as follows:

(a) The effective competition, the non-discrimination and the transparency on the balancing markets will be fostered as stipulated in article 3(1)a of this Regulation, given that:

1. The T&C BRP will apply for all Balance Responsible Parties, and all market parties will have access to the same reliable market information, at the same time and in a transparent manner, as described in article 12 of the Regulation (EU) 2017/2195.
2. The T&C BRP will allow to appoint multiple BRPs behind an Access Point, which supports the competition between market participants, as described in article 44 of the same Regulation.

(b) The active participation of demand will be facilitated as described in article 3(1)f of this Regulation, given that the T&C BRP allow the designation of multiple BRPs behind an Access Point, allowing the valorisation of demand-side flexibility via different BRPs.

(c) The participation of renewable energy sources and the achievement of the European Union target for the penetration of renewable generation are facilitated and supported as described in article 3(1)g, as the T&C BRP allows to distribute important volumes of intermittent, renewable energy sources in the perimeters of multiple BRPs assigned behind the same Access Point.

~~(a) Since the T&C BRP will apply to all balance responsible parties and all market parties will have access to the same reliable information at the same time and in a transparent manner as described in Article 12 of the Regulation (EU) 2017/2195, the actual competition, non-discrimination and transparency in the balancing markets as set in Article 3(1)(a) of this Regulation will be promoted.~~

~~(b) The implementation of daily balancing schedules will improve the balancing efficiency of the European and national balancing markets as set out in Article 3(1)(b) of this Regulation.~~

~~(c) Since the balance responsible party must use all possible means to maintain balance within its perimeter on a quarter-hourly basis and can contribute to the restoration of the Belgian control area, this will contribute to operational security in accordance with Article 3(1)(c) of this Regulation.~~

~~(d) Since the Imbalance Price main components are based, in first instance, on the cross border marginal prices of the EU balancing platforms and since the application of a cap and a~~

floor for the calculation of the Imbalance Price allows avoiding incentives for BRPs to aggravate the System Imbalance of the Belgian control area, this will enhance efficiency of balancing and contribute to an integration of the balancing markets while ensuring operational security as set out in Articles 3(1)(b) and 3(1)(c) of this Regulation. .

(e) Since the Imbalance Price components with the application of a dead band aim at avoiding extreme Imbalance Prices and/or volatility in Imbalance Prices for small values of System Imbalances in the Belgian control area, this reduces entry barriers for RES according to Article 3(1)(g) of this Regulation.

(f) Since the value of the Imbalance Price within the dead band is based on the concept of "Value of avoided activation", which can be assumed to be a reasonable approximation of the market equilibrium reached at the end of the Intraday timeframe, and since the latter represents an anticipation by the BRPs of the value of energy in real time, the deadband contributes to ensuring that, when the system is (close to) balanced, and hence when there is no significant deviation from the last Intraday market equilibrium, the Imbalance Price reflects the real time value of energy as stated in Article 44(1)(b) of this Regulation.

(g) Since the T&C BRP defines corrections for balance responsible parties in the event of activations of energy with an impact on their perimeter, the participation of demand response will be facilitated as set out in Article 3(1)(f) of the Regulation.

(h) Given that the T&C BRP foresee the application of an additional component in the construction of the Imbalance Price in order to ensure that BRPs act in the interests of system balancing, and, in particular, in order to avoid large and persistent Imbalances which, would otherwise increase future balancing capacity requirements, in accordance with the methodology in force for determining the balancing capacity required, balancing efficiency is enhanced, in accordance with Articles 3(1)b and 3(2)c of this Regulation.

Article 4
Language

(1) The reference languages for T&C BRP are Dutch and French. The T&C BRP will also be made available for market players in English for information purposes.

ANNEX: BRP CONTRACT

Balance Responsible Party Contract

BRP Contract

BRP Contract reference: "Contract_Reference"

between:

Elia Transmission Belgium NV, a company incorporated under Belgian law with company registration number 0731.852.231 and with registered office Boulevard de l'Empereur 20, 1000 Brussels, Belgium, validly represented by **<<KAM_Title>> <<KAM_First_Name>> <<KAM_Name>>** and Mr. Jonas Pappens,, in their respective capacities as **Key Account Manager** and **Manager Customer Relations**,

hereinafter referred to as "Elia";

and

"Company_Official_Name" "Company_social_status", a company established under **"Company_Applicable_law"** law, company registration number **"Company_Registration_Number"**, whose registered offices are located at **"Company_HO_Department", "Company_HO_Building", "Company_HO_Street", "Company_HO_ZIP" "Company_HO_City", "Company_HO_Country"**, validly represented by _____ and _____, in their respective capacities as _____ and _____,

hereinafter referred to as the "[BRP]".

Elia and [BRP] may also each be referred to as "the Party" or jointly as "the Parties".

Whereas:

- Elia owns or at least has the right to use or operate the largest part of the Belgian transmission grid;
- Elia has been officially designated as the transmission system operator;
- [BRP] has expressed its willingness to become a Balance Responsible Party (BRP) according to the terms and condition of this BRP Contract. This BRP Contract falls within the scope of the *Terms and Conditions (T&Cs*) for Balance Responsible Parties;
- the Parties understand that this BRP Contract is not a contract granting access to the Elia Grid;

The following has been agreed:

Contents

Formatted: Default Paragraph Font, Font: Bold, Check spelling and grammar

Formatted: Default Paragraph Font, Font: Bold, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Bold, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Bold, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Bold, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Bold, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted ...

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

Formatted ...

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Bold, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Bold, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Bold, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Bold, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Bold, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Bold, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Bold, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

Formatted: Default Paragraph Font, Font: Italic, French (France), Check spelling and grammar

GLOSSARY AND OBJECT OF THE BRP CONTRACT

1 GLOSSARY

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

The following definitions apply for the purposes of this BRP Contract:

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

Access Contract: As defined in Art. 2 §1 45° of the Code of Conduct.

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

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

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

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

aFRR Energy Bid or **aFRR Balancing Energy Bid**: a combination of a volume (in MW) and a price (in €/MWh) submitted by the BSP to the transmission system operator for the activation of aFRR balancing energy during a given quarter-hour.

aFRR Marginal Price (or **MP_aFRR):** A parameter used for the calculation of the Imbalance Price after the aFRR EU go-live, which has different meanings depending on whether Elia is connected to the aFRR-Platform or not:

- When Elia is connected to the aFRR-Platform, MP_aFRR means the Cross-Border Marginal Price (or CBMP) as described in the Annex I of "Methodology for balancing energy pricing and cross-zone capacity used for balancing energy exchange or for the imbalance netting management process (20 January 2020)". This marginal price is computed by the aFRR Platform.
- In case Elia is disconnected from the aFRR-Platform, MP_aFRR means the "local marginal price" as described in the "Balancing Service providers Contract for the automatic Frequency Restoration Reserve (aFRR) Service" developed in the context of the accession to the aFRR-Platform, and is the marginal price computed by Elia's systems operating in fallback mode.

aFRR-Platform: The European platform for the exchange of balancing energy from frequency restoration reserves with automatic activation as defined in Article 20 of EU EBGL Guideline.

aFRR Satisfied Demand: The part of Elia's aFRR demand that is satisfied by the aFRR-Platform. This excludes the part of Elia's demand that is covered by the IN-Platform. This value is expressed in MW.

aFRR Requested: As defined in article II.1 of the BSP Contract aFRR.

aFRR EU Go-Live: means the moment when Elia becomes a participating TSO of the aFRR-Platform.

Appendix: An appendix to this BRP Contract.

Automatic Frequency Restoration Reserves or **Automatic FRR** or **aFRR**: As defined in Article 3(99) of the SOGL.

Balance Responsible Party associated with a Flexibility Service Provider or **BRP_{FSP}:** The Balance Responsible Party appointed by the Flexibility Service Provider to be responsible for balance for an activation effected by said Flexibility Service Provider for the duration of said activation.

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

Balance Responsible Party Contract or **BRP Contract**: The contract concluded between the transmission system operator and the Balance Responsible Party pursuant to the Federal Grid Code.

Balance Responsible Party or **BRP**: As defined in Art. 2(7) of the EU EBGL Guideline and recorded in the Register of Balance Responsible Parties.

Balancing Energy Gate Closure Time: as defined in Article 2(27) of the EU EBGL Guideline, means the point in time when submission or update of a balancing energy bid for a standard product on a common merit order list is no longer permitted.

Balancing Perimeter: All Injection and Offtake allocated to [BRP] as defined in Articles 15 and 20 of this BRP Contract.

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.

Balancing Service: As defined in article 2(3) of the EU EBGL Guideline.

Balancing Service Provider or **BSP**: As defined in article 2(6) of the EU EBGL Guideline.

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

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

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

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

BE-GB Intraday Explicit Auction Rules: The rules setting out the terms and conditions of allocating the

available intraday transmission rights by means of explicit auction, applicable to the BE-GB Border, approved by CREG.

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

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

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

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

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

BRP$_{AP}$: The Balance Responsible Party appointed by the Access Holder of an Access Point as the Balance Responsible Party for the Offtake and/or Injection on this Access Point. This Balance Responsible Party can be different from the BRP$_{DP}$(s) appointed by the Access Holder, as BRP(s) on one or more Delivery Point(s) ('DPs') behind this Access Point.

BRP$_{DP}$: The Balance Responsible Party appointed by the Access Holder of an Access Point as the Balance Responsible Party for the Offtake and/or Injection on a Delivery Point ('DP') behind this Access Point ('AP')

BRP$_{FSP}$ Nomination: Day-ahead BRP$_{FSP}$ Nomination and/or Intraday BRP$_{FSP}$ Nomination.

BRP$_{source}$: The Balance Responsible Party of the Access Point of the Grid User.

BSP Contract aFRR: Contract for Balancing Service Providers for the Frequency Restoration Reserves with Automatic Activation.

BSP Contract mFRR: Contract for Balancing Service Providers for the Frequency Restoration Reserves with Manual Activation.

CDS Access Point or **Access Point on the CDS**: As defined in article 2 §1 46° of the Code of Conduct.

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

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

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

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

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

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: 11 pt

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

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

SA Contract: Contract for the Scheduling Agent, pursuant to article 131 of the Code of Conduct.

Closed Distribution System or **CDS**: As defined in article 2 §1 5° of the Code of Conduct.

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.

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

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

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

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

CREG: the Commission for Regulation of Electricity and Gas.

Daily Balancing Schedule: All of a BRP's Physical Nominations, BRP_{FSP} Nominations and Internal and External Commercial Trade Schedules for its Balancing Perimeter.

Day D: As defined in the Federal Grid Code.

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

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

Day-ahead BRP_{FSP} Nomination: A table containing a series of data for each quarter-hour on a given Day D submitted by [BRP] in its capacity as BRP_{FSP} to Elia and representing a quantity of Active Power activated by the FSP in connection with the DA/ID Flexibility Service for each quarter-hour during which said service is activated. The Day-ahead BRP_{FSP} Nomination is submitted by [BRP] to Elia no later than Day D-1, in accordance with the provisions of this BRP Contract.

Day-ahead Imbalance: Difference, in absolute value and for a given quarter-hour, between the part of the Day-ahead Daily Balancing Schedule of [BRP] relating to the Total Injection of its Balancing Perimeter and the part of its Day-ahead Daily Balancing Schedule relating to the Total Offtake from its Balancing Perimeter.

Day-Ahead Import and/or Export: An International Exchange between another Scheduling Area and the Scheduling Area operated by Elia for which the External Commercial Trade Schedule has been submitted to Elia by Day D-1, pursuant to the provisions of this BRP Contract.

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

Day-Ahead Physical Nomination: A table containing data such as the characteristics of physical access to the Elia Grid for a given Day D, including the quantity of Active Power per unit of time to be injected and/or taken off, representing a [BRP] forecast of said Active Power either at an Access Point to the Elia

Grid, or for all Injections and Offtake within its Perimeter in a Public Distribution Grid, or for all Market Access Points within its Perimeter in a CDS. [BRP] shall submit Day-Ahead Physical Nominations to Elia by Day D-1, pursuant to the provisions of this BRP Contract.

Delivered Volume or Delivered Volume of Flexibility: The volume of flexibility that is actually delivered by the FSP at a certain Delivery Point, calculated as described in section 12 of the Rules for the Organization of the Transfer of Energy.

Delivery Point ('DP'):~~-~~ A point on an electricity grid or within a Grid User's electrical facilities at which a Balancing Service~~,~~ ~~a Strategic Reserve Service~~ or a DA/ID Flexibility Service is delivered, or where an Access Holder can appoint a BRP (BRP_{DP}) different from the BRP on the AP (BRP_{AP}). Said Delivery Point is associated with one or more meterings and/or measures[4] allowing the transmission system operator to control and measure service delivery, in accordance with the provisions of the applicable contracts, or to determine the Balancing Perimeter of the BRP.

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

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

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

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

DP_{PG} Delivery Point or DP_{PG}: Delivery Point for which Elia does not receive Daily Schedules (in MW) and that can be pooled in Providing Group(s) when offered in aFRR Energy Bids, in mFRR Energy Bids, ~~in the form of an SDR Unit,~~ or in connection with the DA/ID Flexibility Service.

DP_{SU} Delivery Point or DP_{SU}: Delivery Point for which Elia receives Daily Schedules (in MW), in accordance with the SA Contract, and which must be offered as a single unit in connection with aFRR Energy Bids, or in connection with mFRR Energy Bids~~, or in connection with the Strategic Reserve Service.~~.

~~**Effective Delivery:** The effective delivery of the Strategic Demand Reserve or the Strategic Generation Reserve, which starts when the target (i.e. the expected power level) is deemed to have been reached and~~

[4] Metering is the recording, for a period of time, of the quantity of active or reactive energy injected or taken from the metering point. 15-minute metering is used for the settlement of the mFRR service ~~and the SDR~~, the DA/ID Flexibility Service or BRP imbalance. A measurement is the recording of a physical value at a given moment in time. Measurements are used for the settlement of ancillary services like FCR or aFRR.

~~ends at the time indicated by Elia as the end of the activation, as defined in the Rules governing the Functioning of the Strategic Reserve, pursuant to the Electricity Act.~~

Electricity Act: T~~t~~he Act of 29 April 1999 concerning the organisation of the electricity market, as amended where applicable.

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

Elia Grid: The electricity grid to which Elia holds the property right or at least has the right of using and operating it, and for which Elia has been appointed as system operator.

Energy Adjustment: The total energy adjustment related to an Access Point for a quarter hour is the sum of the energy adjustments $DP_{adjustment}$ related to each Delivery Point, situated downstream the Access Point.

Formatted: Font: Bold

$$total\ energy\ adjustment\ (qh) = \sum_{DP} DP_{adjustment}(qh)$$

The energy adjustment, per quarter hour, related to a Delivery Point is equal to the $DP_{measured}$ of the concerned Delivery Point.

$$DP_{adjustment}(qh) = DP_{measured}(qh)$$

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

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

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

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

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

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

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

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

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

Federal Grid Code: The 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.

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

Frequency Containment Reserves or **FCR**: As defined in Article 3(6) of the EU SOGL Guideline.

Frequency Restoration Reserves or **FRR**: As defined in Article 3(7) of the SOGL.

Frequency Restoration Reserves with Manual Activation or **mFRR**: Frequency Restoration Reserves

(FRR) which can be activated manually.

FSP Contract DA/ID: The contract between Elia and the FSP for the provision DA/ID Flexibility Service.

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

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

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

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

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

Headmeter: A (group of) meter(s), as defined in article 2 §1 59° of the Code of Conduct, associated with the Access Point as determined by ELIA, or the DSO (for the Public Distribution Grid), installed by ELIA for the ELIA Grid and the DSO for the Public Distribution Grid;

Formatted: English (United States)

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

Imbalance: As defined in Article 2(8) of the EU EBGL Guideline.

Imbalance Price: As defined in the Article 2(12) of the EU EBGL Guideline.

Imbalance Settlement Period (or ISP): As defined in Article 2(10) of the EU EBGL Guideline.

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

IN Platform: The European platform for the imbalance netting process as defined in Article 22 of the EU EBGL Guideline.

Formatted: Font: Bold

Injection Point: Either ~~An~~ an Access Point or a Delivery Point behind an Access Point from ~~at~~ which energy is injected into the Elia Grid. ~~the transmission system~~.

Injection: The injection of Active Power:

- at an Injection Point directly connected to the Elia Grid, excluding those Injection Points supplying a CDS; or
- the Injection of Active Power on a Delivery Point; or
- at a Distribution point (in the case of net injection); or
- in a CDS connected to the Elia Grid (in the case of net injection); or
- by means of Import; or
- by means of an Internal Commercial Trade ('purchase' - 'buyer'); or
- allocated to an Offshore Interconnector Connection Point.

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

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

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

Intraday BRP_{FSP} Nomination: A table containing a series of data for each quarter-hour of a given Day D submitted by [BRP] in its capacity as BRP_{FSP} to Elia and representing a quantity of Active Power activated by the FSP in connection with the DA/ID Flexibility Service for each quarter-hour during which said service is activated. The Intraday BRP_{FSP} Nomination is submitted by [BRP] to Elia no later than Day D+1, in accordance with the provisions of this BRP Contract.

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

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

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

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

Load-Frequency Control Block or **"LFC Block":** As defined in Article 3(18) of the SOGL.

Local Generation: A power-generating module whose Injection Point is identical to the Offtake Point of one or more of the Elia Grid User's consumption facilities or, in the case of a CDS, a CDS user, and that is located at the same geographical site as these consumption facilities.

Local Merit Order List or "LMOL": A list of balancing energy bids available in ELIA's LFC Block and sorted in order of their bid prices, as explained in Article 9 of the Balancing Rules.

Local Production: an electricity production unit whose Injection Point is identical to the Withdrawal Point for one or more consumption facilities of a transmission system user or, in the case of a CDS, a CDS User, and which is located on the same geographical site as such consumption facilities.

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

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

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

Market Situation with Transfer of Energy: As defined in section 8.1 of the Rules for the Organization of the Transfer of Energy.

Market Suspension Rules: Rules for the suspension and restauration of the market activities and rules concerning imbalance settlement of the balancing energy in case the market activities are suspended.

Formatted: Font: Not Bold

Maximum Authorised Day-ahead Imbalance: Threshold, expressed in MW, indicating the maximum authorised value of [BRP]'s Day-ahead Imbalance.

Maximum Authorised Relative Day-ahead Imbalance: A variable expressed in percent and used to calculate [BRP]'s Maximum Authorised Day-ahead Imbalance. This variable can be set by Elia at a value ranging from zero (0) to one hundred (100) and is published on the Elia website.

mFRR Energy Bid: A combination of a volume (in MW) and a price (in €/MWh) for the activation of mFRR balancing energy during a given quarter-hour.

mFRR Marginal Price (or **MP_mFRR):** A parameter used for the calculation of the Imbalance Price after the mFRR Technical go-live. When ELIA is connected to the mFRR-Platform, MP_mFRR means the CBMPs as described in the Annex I of "Methodology for balancing energy pricing and cross-zone capacity used for balancing energy exchange or for the imbalance netting management process (20 January 2020)", and is calculated by the mFRR-platform. When ELIA is disconnected from the mFRR-Platform, MP_mFRR means the equivalent marginal prices calculated by the local system of Elia. There may exist up to 5 different marginal prices per ISP (see "Balancing service providers Contract for the manual Frequency Restoration Reserve"):

- MP_mFRR_{SA} is the marginal price for scheduled activations requested for the current ISP,
- $MP\_mFRR_{DA,\ UP,\ current\ ISP}$ is the marginal price for direct activations requested in the positive direction during the current ISP, and for which activation lasts until the end of the following ISP. This marginal price is at least equal to the Maginal Price for scheduled activations requested for the current ISP ($MP\_mFRR_{DA,\ UP,\ current\ ISP} \geq MP\_mFRR_{SA}$)
- $MP\_mFRR_{DA,\ DOWN,\ current\ ISP}$ is the marginal price for direct activations requested in the negative direction during the current ISP, and for which activation lasts until the end of the following ISP. This marginal price is at most equal to the Maginal Price for scheduled activations requested for the current ISP ($MP\_mFRR_{DA,\ DOWN,\ current\ ISP} \leq MP\_mFRR_{SA}$)
- $MP\_mFRR_{DA,\ UP,\ previous\ ISP}$ is the marginal price for direct activations requested in the positive direction during the previous ISP, and for which activation lasts until the end of the current ISP. This marginal price is at least equal to the Maginal Price for scheduled activations requested for the current ISP ($MP\_mFRR_{DA,\ UP,\ previous\ ISP} \geq MP\_mFRR_{SA}$)
- $MP\_mFRR_{DA,\ DOWN,\ previous\ ISP}$ is the marginal price for direct activations requested in the negative direction during the previous ISP, and for which activation lasts until the end of the current ISP. This marginal price is at most equal to the Maginal Price for scheduled activations requested for the current ISP ($MP\_mFRR_{DA,\ UP,\ previous\ ISP} \leq MP\_mFRR_{SA}$)

mFRR-Platform: The European platform for the exchange of balancing energy from frequency restoration reserves with manual activation as defined in Article 20 of EU EBGL Guideline.

mFRR Satisfied Demand: If ELIA is connected to the mFRR-Platform, the part of ELIA's mFRR demand that is satisfied by the mFRR-Platform (excluding mFRR demanded by ELIA on request of another TSO in application of an mFRR Sharing Agreement). In case Elia is disconnected from the mFRR Platform, the mFRR Satisfied Demand is the sum of the local activations of mFRR (excluding mFRR activated by ELIA on request of another TSO in application of an mFRR Sharing Agreement). In any case, the part of ELIA's mFRR demand that is covered by mFRR Sharing Agreements is not taken into account in the "mFRR Satisfied Demand". This value is expressed in MW.

mFRR Sharing Agreement: A bilateral contract between ELIA and a neighbouring TSO established in accordance with Title 8 of the EU SOGL Guideline for the sharing of mFRR. As of ELIA's connection to the mFRR Platform, this definition shall disregard sharing agreements between ELIA and other participating TSOs of the mFRR Platform.

mFRR Technical Go-Live: means the moment of entry into force of the "Balancing service providers Contract for the manual Frequency Restoration Reserve (mFRR) Service" developed in the context of the accession of Elia to the mFRR-Platform.

Month: Period starting at 00:00 CET of the 1ste Day of the month until 24:00 CET the last Day of the month;

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

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

Nomination: As defined in the EU FCA Guideline.

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

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

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

Offshore Power Park Module: As defined in the EU RfG Network Code.

Offtake Point: Either ~~A~~an Access Point or a Delivery Point behind an Access Point from which energy is taken off the Elia Grid.

Offtake: The offtake of Active Power:

- at an Offtake Point directly connected to the Elia Grid, excluding those Offtake Points supplying a CDS; or
- the Offtake of Active Power at a Delivery Point; or
- at a Distribution point (in the case of net offtake); or
- in a CDS connected to the Elia Grid (in the case of net offtake); or
- by means of Export; or
- by means of an Internal Commercial Trade ('sale' - 'seller').

Optimisation Cycle or **OC**: An optimisation cycle of the Activation Optimisation Function of the aFRR-Platform and of the IN-Platform.

Requested Volume or Requested Volume of Flexibility: The volume of energy requested by the transmission system operator in connection with the provision of a Balancing Service ~~or a Strategic Reserve Service~~ or Congestion Management Service, or the volume requested by the BRP_{FSP} from the FSP in connection with the DA/ID Flexibility Service.

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

Physical Transmission Right: Import or Export capacity allocated by explicit or implicit auction according to the rules set out in Article 28 of this BRP Contract.

Power-generating Module: A power-generating module as defined in the EU RfG Network Code and associated with an Access Point to the Elia Grid.

Providing Group: Any subset of Delivery Points part of the Pool of the FSP.

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

Public Distribution Grid: As defined in article 2 §1 10° of the Code of Conduct.

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

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

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

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

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

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

Rules for the Organization of the Transfer of Energy or ToE Rules: The set of rules governing the transfer of energy established by Elia after consulting the market players and approved by CREG after consulting the relevant regional authorities in accordance with the Electricity Act.

Scheduling Area: As defined in the EU SOGL Guideline.

Single Day-Ahead coupling ('SDAC'): The process where the input of the concerned NEMOs and TSOs (among them Elia), such as energy bids (MWh), network capacity and constraints, are matched and optimized, which results in turn in the purchase and sales of energy, prices and scheduled exchanges. These procedures are defined by sharp timings. The process is executed in the Day-Ahead timeframe, the day before the delivery of energy.

Formatted: Font: Bold

~~**SDR Service:** The provision of SDR to the transmission system operator.~~

Sea Storm: A storm for which the following conditions are met for at least two consecutive quarter-hours for a given Offshore Power Park Module:

- a forecasted reduction of at least 30% in the electrical power generated by the Offshore Power Park Module.

- an average wind speed, over 10 minutes, above a given threshold implying the reduction or stoppage of the generation of the Offshore Power Park Module, this threshold being determined on the basis of the technical characteristics of the generating facilities making up the Offshore Power Park Module.

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

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

Shipping Agent: As defined in the EU CACM Guideline.

SIDC or Single Intraday Coupling: It consists of two processes:

- ~~;~~The process via which market parties of one country can submit purchase and sales orders for the Intraday timeframe, which are then matched with orders of market parties in other countries, as long as transmission capacity is available. This takes place on a continuous basis.~~;~~
- ~~;~~The process of the Intraday Auctions (IDA), in which 3 auctions take place, which are function in a parallel manner to the SDAC process.~~;~~

~~**Strategic Demand Reserve** or **SDR**: As defined in section 2 of the Strategic Reserve Functioning Rules.~~

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

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

Submeter: Either a meter, as defined in article 2 §1 59° of the Code of Conduct, situated downstream of the Headmeter; or, an equation between one or more meter(s) situated downstream of the Headmeter and/or the Headmeter.

System Imbalance (or **SI):** S~~s~~ystem imbalance of the Imbalance Price zone ~~Belgian LFC Block~~ as defined in Article ~~30.7~~ 13 of this BRP Contract.

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

Tariff: A generic term covering all or some of the tariffs applying, under this BRP Contract, to the Balance Responsible Parties, as part of this BRP Contract and, in the occurring event, as the Tariffs and/or certain components thereof are equally ~~as~~ approved or, where applicable, imposed by CREG in accordance with the prevailing legal provisions, and published for a regulatory period by the CREG and Elia. Pursuant to the Tariffs and as described in Article SECTION XIV:29.2 of this BRP Contract the Tariffs applicable to Balance Responsible Parties consist of:

- the Tariff for maintaining and restoring the individual balance of Balance Responsible Parties; and
- the Tariff for external inconsistency.

Technical Unit: A connected facility within Elia's LFC Block.

Time Step: As defined in Article II.1 of the BSP Contract aFRR. The duration of a Time Step is 4 seconds.

Formatted: Font: Bold

Formatted: List Paragraph;F List Paragraph;Paragrafo elenco, Indent: Left: 0,63 cm, Space After: 6 pt, Bulleted + Level: 1 + Aligned at: 2,27 cm + Indent at: 2,9 cm, Keep lines together

Formatted: English (United States)

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

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

Transfer of Energy: As defined in Article 19bis §2 of the Electricity Act.

VoAA: corresponds to the price of the first FRR Energy Bid for regulation in a given direction for a given Imbalance Settlement Period, considering both aFRR and mFRR LMOLs available at the moment of the Balancing Energy Gate Closure Time.

2 OBJECT OF THE BRP CONTRACT

This BRP Contract and its Appendices set out:

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

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

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

3 DURATION OF THIS BRP CONTRACT

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

This Contract is of indefinite duration.

4 ADDITIONAL RULES OF INTERPRETATION

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

interpreting the provisions of this BRP Contract.

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

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

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

SECTION II: SECTION II: INVOICING AND PAYMENT

5 INVOICING AND PAYMENT TERMS

5.1. Invoices/credit notes

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

Invoices and credit notes, depending on the situation, are sent to the invoice address of [BRP] specified in Appendix 2 to this BRP Contract. As soon as [BRP] has given its explicit consent, invoices shall be issued electronically to the invoice email addresses specified by [BRP] in Appendix 2 to this BRP Contract.

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

5.2. Payment deadlines

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

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

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

5.3. Objections

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

An objection by [BRP] in no way releases it from its obligation to pay the invoice in accordance with the provisions of Article 5.2 of this BRP Contract, unless its objection is manifestly justified. Any claim shall be considered manifestly justified if both parties acknowledge the existence of a calculation error, a measurement error or any other flagrant error in the invoice. If the two parties cannot reach agreement on this point, the first Party to act may invoke Article 12 of this BRP Contract.

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

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

If an invoice is not paid within seven (7) days of receipt by [BRP] of a formal notice by registered letter sent by Elia, which is considered to have taken place three (3) days after it was sent, Elia shall have the right to invoke the financial guarantee as stated in Article 17 of this BRP Contract, without prejudice to the application of the foregoing provisions. The measures for collecting unpaid sums shall be applied by Elia in a non-discriminatory and reasonable manner.

SECTION III: SECTION III: LIABILITY

6 LIABILITY

The Parties to this BRP Contract shall be mutually liable for any damage directly resulting from any contractual breach and/or fault. The Party in breach and/or at fault will indemnify the other Party and compensate it for any direct damage, including for claims by third parties in relation to such direct damage. Except in a case of fraud or deliberate fault, the Parties will under no circumstances be liable for compensating or indemnifying the other Party, including for claims by third parties, for indirect damage or consequential loss, including but not limited to loss of profits, loss of earnings, loss of contracts or loss of goodwill.

SECTION IV: EMERGENCY SITUATIONS, EMERGENCY STATE AND FORCE MAJEURE

7 EMERGENCY SITUATIONS, EMERGENCY STATE AND FORCE MAJEURE

7.1. Emergency situations

In an emergency situation (as defined in the applicable legal and regulatory provisions[5]), Elia has the right and/or obligation to take all measures provided by the applicable legislation and regulations. In the event of contradictions with the provisions of this BRP Contract, said measures provided in the applicable legal and regulatory provisions will take precedence over the rights and obligations of this BRP Contract. Save where expressly stated otherwise by Elia and/or save for a contrary provision in applicable law, [BRP] will continue to meet its obligations under this BRP Contract during said situation.

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

If the system is in alert, emergency, blackout or recovery state (as defined in the applicable legal and regulatory provisions[6]), Elia has the right and/or obligation to take all measures provided by the applicable legal and regulatory provisions, including, under certain circumstances, suspending market activities in accordance with the applicable legal and regulatory provisions and the Market Suspension Rules written and approved in compliance with the European Network Code E&R. In the event of contradictions with the provisions of this BRP Contract, said measures provided in the applicable legal and regulatory provisions will take precedence over the rights and obligations of this BRP Contract. Save where expressly stated otherwise by Elia and/or save for a contrary provision in applicable law, [BRP] will continue to meet its obligations under this BRP Contract during the aforementioned situations.

7.3. Force majeure

Without prejudice to the rights and obligations of the Parties set out in the cases given in Articles 7.1 and 7.2, and as defined in the applicable legal and/or regulatory provisions, and without prejudice to the application of the rescue and restoration provisions as defined in the applicable legal and/or regulatory provisions, the Parties will, in the event of force majeure preventing all or part of the performance of their obligations under this BRP Contract, be released from their respective obligations under this BRP Contract, save for financial obligations incurred prior to the event of force majeure. Said suspension of obligations will last only for the duration of the event of force majeure.

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

[5] Article 72 of the CACM European Guideline and Article 16.2 of Regulation (EU) 2019/943 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity.
[6] European SOGL and European Network Code E&R

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 BRP Contract and which occurred after conclusion of this BRP Contract.

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

The following situations, *among others*, can be considered force majeure only in so far as they meet the conditions for force majeure stipulated in the second paragraph of Article 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 [BRP], 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.

SECTION V: CONFIDENTIALITY

8 DISCLOSURE TO THIRD PARTIES OF CONFIDENTIAL OR COMMERCIALLY SENSITIVE INFORMATION

8.1. Disclosure of confidential or commercially sensitive information

The Parties and/or their employees will treat as confidential the information they exchange in connection with and within the framework of this BRP Contract, including any commercially sensitive information, in strictest confidence and will not divulge said information to third parties unless at least one of the following conditions has been met:

1) if a Party is called upon to appear as a witness in court or as part of their relationship with the regulatory, administrative and/or judicial authorities. The Parties will inform each other ahead of time, in so far as possible, and will agree on the form and content of the communication of said information;
2) if prior written authorisation has been given by the Party from which the confidential information originates;
3) with regard to Elia, in consultation with other grid operators or within the framework of contracts and/or rules with foreign grid operators or regional security coordinators/regional coordination centres, provided the party receiving the information undertakes to accord this information the same degree of confidentiality as that accorded by Elia;
4) if the information is easily and commonly accessible or available to the public;
5) if disclosure of information by a Party to such parties as subcontractors and/or their employees and/or their representatives and/or regional safety coordinators/regional coordination centres, is essential for technical or safety reasons, provided that those parties are bound by confidentiality rules that adequately guarantee the confidentiality of the information;
6) if the information is already legally known by a Party and/or its employees and agents at the time it is divulged, and if has not been previously divulged by the divulging Party directly or indirectly or by a third party, in breach of a confidentiality undertaking;
7) information which, after being divulged, has been brought to the attention of the Party receiving said information and/or said Party's personnel and/or agents by a third party, without breaching a confidentiality obligation in respect of the divulging Party;
8) the disclosure of information is provided by the applicable legislation and/or regulations;
9) the disclosure of aggregated and anonymous information and data;
10) if the disclosure by Elia is necessary for the implementation of this BRP Contract, specifically for the continuity of balance responsibility for the Access Point(s) and the Distribution Offtake Allocation(s) and CDS Allocation(s) allocated [BRP]'s perimeter as stipulated in Article 9.3 of this BRP Contract.

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

subject to the same or equivalent confidentiality obligations. A Party may not, for confidentiality reasons, refuse to reveal information which is essential and relevant for the performance of the Contract. The other Party to which this information is divulged guarantees to maintain the confidential nature of said information.

This Article is without prejudice to specific clauses relating to the confidentiality obligation pertaining to the Belgian transmission system operator (at both federal and regional level) as imposed by the applicable legal and regulatory provisions.

Each of the Parties will take the measures necessary to ensure that this confidentiality undertaking is also strictly respected by its employees, as well as by any other person who, while not being employed by one of the Parties but for whom said Party is nevertheless responsible, could validly access said confidential information. Moreover, said confidential information will only be divulged on a "need to know basis" and a reference will always be made to the confidential nature of the information.

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

8.2. Breaches of confidentiality obligations

Any breach of this confidentiality obligation will be considered serious misconduct on the part of the Party breaching this obligation. Said breach will give rise to compensation for any direct or indirect, material or immaterial damage (notwithstanding Article 6) that the other Party can reasonably demonstrate.

8.3. Ownership

Each of the Parties retains full ownership of said confidential information, even when it has been divulged to other Parties. Divulging confidential information does not entail a transfer of ownership or any rights other than those stipulated in this BRP Contract.

8.4. Duration

Without prejudice to the applicable legal and regulatory provisions, the aforementioned confidentiality obligations remain applicable for a period of five (5) years after the end of this BRP Contract.

8.5. Protection of personal data

Before any processing of personal data between the Parties, the Parties will consult each other on the applicability, consequences and implementation of the applicable legislation and regulations, and on the processing possibilities.

Under no circumstances may personal data be processed without prior agreement between the Parties.

The Parties guarantee that they will process all personal data in a strictly confidential fashion and that they will inform all the employees and/or named individuals taking part in the processing of said data of the confidential nature of said data and the associated security procedures. The Parties will ensure that their employees and/or designated persons only have access to personal data in so far as that is necessary for the correct performance of their respective duties.

SECTION VI: TERMINATION AND SUSPENSION

9 SUSPENSION OF THE BRP CONTRACT

Elia may unilaterally suspend this BRP Contract:

- after giving notice of serious negligence as defined in Article 9.1.1.
- immediately if the safety and security of the network is jeopardised, as per Article 9.1.2.

9.1. Suspension of this BRP Contract by Elia

9.1.1. General procedure for suspension of the BRP Contract after notice given by Elia in the event of a serious error

In the event of a serious error by [BRP] of the obligations set out in the Federal Grid Code and/or this BRP Contract, Elia may launch the general suspension procedure by sending a registered letter of formal notice to [BRP] indicating that the serious error in question must be remedied.

Following cases are in any case considered as a serious error:

- A shortcoming that is serious due to the nature of the contractual obligation breached;
- A repeated shortcoming of any contractual obligation or of reasonable diligence;
- A breach of any contractual obligation that an experienced professional party, following the rules and taking all reasonable precautions under similar circumstances, would not do in any case, knowing that said breach could lead to considerable damage or serious consequences.

In the case of the following serious errors, Elia will launch the general suspension procedure:

- A breach of Article 5.2, specifically as of the moment when the period for paying an unpaid invoice which is not entirely covered by the payment guarantee provided under Article 18 and for which no clearly justified objection has been submitted has passed;
- A breach of Article 8, specifically as of the moment when a breach of confidentiality is identified and in so far as [BRP] has not sufficiently demonstrated to Elia that it has taken the necessary measures to avoid or prevent a similar situation in the future;
- A breach of Article 14, specifically in the event that Elia notes the unavailability of [BRP] and when, upon justified request by Elia, [BRP] is not capable of demonstrating that it has deployed the necessary and sufficient resources to ensure its operation 24/7;
- A breach of Article 16, specifically in the event that [BRP], pursuant to a justified request by Elia, fails to convincingly demonstrate that it has deployed all reasonable measures and/or procedures to comply with its balance obligations per the specifications of the EU EBGL Guideline and the Federal Grid Code, as described in Article 16;
- A breach of Article 17, in particular as of the moment when [BRP] is not capable of providing proof of its solvency to Elia upon Elia's justified request to do so;

- A breach of Article 18, specifically when the payment guarantee, i.e. the bank guarantee or cash payment, does not cover the requested performance within the requested time of all obligations and/or amounts due under this BRP Contract, or in the event of loss of the minimum financial rating by the financial institution that issued the bank guarantee, said guarantee is not put back in order pursuant to a reminder by Elia to adjust the amount to the required level, the required extension or renewal of the bank guarantee or the presentation of a bank guarantee by another financial institution;
- A breach of Article 24, specifically as of the moment when [BRP], repeatedly and/or pursuant to a formal request for rectification made by Elia, fails to meet its obligations on the submission of the Daily Balancing Schedule as provided in Article 24.

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

- the reasons for launching the general suspension procedure; and
- the measure(s) to be taken by [BRP] to remedy the identified serious error(s); and
- a period of at least ten (10) calendar days following the date when the registered letter was sent, within which [BRP] must carry out said measures; and
- the possibility for [BRP] to answer this notification and/or submit a written request to be heard by Elia about the reasons for the launch of the general procedure for suspension.

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

Without prejudice to the outcome of the consultation meeting, and after the period indicated in the notification of the launch of the suspension procedure, and insofar as [BRP] has not remedied the serious error(s) by the date specified in the notification, Elia may suspend this BRP Contract unilaterally, without any prior legal authorisation being required, by means of a registered letter notifying [BRP] of the suspension. In this case, the suspension of this BRP Contract takes effect within a period of at least ten (10) and at most thirty-five ten (35) calendar days following the date on which the registered letter informing [BRP] of the suspension was sent.

The notification of suspension of this BRP Contract shall indicate:

- the reasons for the effective suspension of this BRP Contract; and
- the date and Hour of the suspension; and
- the consequences of the suspension, as set out in Article 9.3;
- the minimum duration of the suspension; and
- where appropriate, the conditions which BRP must meet before the suspension can be lifted.

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

Elia in its notification of suspension of this BRP Contract are not met.

9.1.2. Immediate suspension of the BRP Contract by Elia if the security of the grid is compromised

Without prejudice to other rights or judicial claims and regardless of the general suspension procedure set out in Article 9.1.1 of this BRP Contract, Elia may unilaterally and immediately suspend this Contract without any prior notice if the security of the grid is compromised pursuant to a serious error of [BRP] with respect to its obligations under the Federal Grid Code and/or this BRP Contract, as stipulated below:

- A breach of Article 16, specifically in the event of significant or structural imbalance within the Balancing Perimeter of [BRP] that contributes to the imbalance in the frequency control area to such an extent that system safety/security is jeopardised;
- A breach of Article 24, specifically if the Daily Balancing Schedules submitted by [BRP] contain such inconsistencies or inaccuracies to the extent that they prevent Elia from performing its duties as defined *inter alia* in Article 74 of the European Guideline SOGL qualitatively;
- Any other breach that jeopardises the security of the grid.

If the security of the grid is compromised, Elia shall notify [BRP] of the suspension of this BRP Contract by registered letter and the suspension will take effect immediately. The letter providing notification of the immediate suspension shall set out the reasons for the suspension and shall contain:

- the consequences of the suspension as described in Article 9.3; and
- the minimum duration of the suspension ; and
- where appropriate, the conditions which BRP must meet before the suspension can be lifted.

9.2. Termination of this BRP Contract

9.2.1. Termination of this BRP Contract by [BRP]

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

i. it has notified the Access Holder(s) that designated it of this termination; and

ii. all Injection Points and Offtake Points in [BRP]'s Balancing Perimeter have been properly allocated to one or more other Balance Responsible Parties and no Distribution or CDS Allocations are indicated for allocation to [BRP].

The three-month period shall start on the date on which the registered letter was sent.

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

9.2.2. Resolution of this BRP Contract by Elia

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

out the reasons, if:

a) [BRP] has not remedied the serious error(s) during the BRP Contract suspension period set by the notification of suspension set out in Article 9.1; and/or

b) [BRP]'s conduct endangers the security of the Elia Grid, as described in Article 9.1.2.; and/or

c) [BRP] repeatedly and/or intentionally breaches its contractual obligations as stipulated in Article 9.1 following the lifting of the abovementioned suspension; and/or

d) Elia's appointment as the federal transmission system operator is withdrawn, modified or not renewed.

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

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

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

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

9.3. Consequences of suspending or terminating the Contract

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

[BRP] cannot claim any compensation for damage resulting from such automatic cancellation of Daily Balancing Schedules, without prejudice to the application of Article 6.

In all cases of suspension or termination of this BRP Contract, the Parties shall comply with all of their payment obligations arising from the implementation of this BRP Contract or as a result of its suspension or termination. In the cases referred to in Articles 9.1, 9.2.2 and 9.2.3, payment obligations will be immediately enforceable, without prejudice to the rights and obligations which, by their legal nature, remain applicable in the event of suspension or termination of this BRP Contract.

In all cases of suspension or termination of this BRP Contract by Elia, Elia will inform the Access Holders and Elia Grid Users involved in the Access Points allocated to [BRP]'s Balancing Perimeter, the CDS Operators of [BRP]'s CDS Allocations, the Public Distribution Grid operators concerned by [BRP]'s Distribution Allocations and the auction platforms and NEMO of the decision to suspend and/or terminate this BRP Contract and shall do so no later than when it sends the notification of this decision to [BRP].

The regulators involved shall be informed without delay of the launch of the procedures for suspension and/or termination of this BRP Contract and of the final decision to suspend end/or terminate this BRP Contract.

In all cases of suspension of this BRP Contract, registration in the Register of Balance Responsible Parties will be temporarily and/or permanently withdrawn for the duration of the suspension period. Reinclusion

in the Register of Balance Responsible will take place no later than three (3) days after the end of the suspension. In all cases of termination of this BRP Contract, registration in the Register of Balance Responsible Parties will be permanently withdrawn. Any suspension or termination of this BRP Contract means, among other things, that [BRP] can no longer be appointed as a Balance Responsible Party for an Access Point.

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

SECTION VII: MISCELLANEOUS PROVISIONS

10 MISCELLANEOUS PROVISIONS

10.1. Amendment of this BRP Contract

10.1.1. Amendments to the main text of this BRP Contract and its generally applicable Appendices

This BRP Contract may only be amended in connection with the process of amending the Terms and Conditions for BRPs ("T&Cs BRP") to which it is bound, and pursuant to the processes provided for this purpose in the applicable legal and regulatory provisions. Therefore, this BRP Contract may only be amended by Elia following the approval of Elia's proposed amendments by the competent regulator in this regard, pursuant to the legislation in force as set out in Article 1 paragraph 1 of this BRP contract.

Once the competent regulator has approved the amendments to this BRP Contract, including the proposed date for the entry into force thereof, said amendments will take effect as indicated in the plan for implementing the amended T&Cs BRP and as confirmed in the notification by registered letter with acknowledgement of receipt sent by Elia to BRP in the event that the amendments apply to existing contractual relations pertaining to that which is governed by this Contract; however, said amendments will not apply until 14 days after said notification.

10.1.2. Modifications of a Party's specific Appendices

Without prejudice to the obligations imposed by the applicable legal and regulatory provisions, any Appendix to this BRP Contract containing information specific to one Party may be amended in writing subject to agreement by both Parties (but only pertaining to the information specific to the Parties themselves).

The contact information set out in Appendix 2 will be amended in accordance with Article 10.1.2.

10.2. Notification and signature

Notifications must be made in accordance with Appendix 2.

[BRP] shall provide Elia with the information requested in Appendix 2 prior to or at the time of signing this BRP Contract.

The Parties shall take all measures necessary to ensure that the contact persons listed in Appendix 2can always be contacted by telephone or in any other way at any time. Their contact details are listed in Appendix 2.

The other Party must be notified of any change to the contact details in Appendix 2 at least seven (7) days before this change becomes effective. [BRP] and Elia may modify their own details in Appendix 2 at any time. The other Party must take these changes into account once they have been informed thereof.

Advanced electronic signatures may be used to sign this BRP Contract and/or its Appendices, pursuant to the conditions specified in Regulation (EU) 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

10.3. Information and recording

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

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

10.4. Non-transferability of rights

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

This BRP Contract, with the ensuing rights and obligations, can nonetheless be freely transferred to companies which are deemed to be associated companies of a Party under Article 1:20 of the Belgian Companies Code, although this is subject to the assignee undertaking to transfer these rights and obligations back to the assignor (and the assignor undertaking to accept this transfer), as soon as the solidarity between the assignor and the assignee ceases to exist. This latter condition does not apply to Elia, which can freely transfer this BRP Contract and the ensuing rights and obligations to companies that are associated companies within the meaning of the aforementioned Article 1:20 without the condition for transfer back to the assignor applying in the event of the transfer of the solidarity between the assignor and the assignee.

10.5. Precedence over all previous agreements

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

10.6. No waiver

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

10.7. Invalidity of a clause

The nullity or invalidity of one or more provision(s) of this BRP Contract shall not affect the validity of its remaining provisions. Any provision that is null or invalid under any applicable law shall be deemed

omitted from this BRP Contract, but such omission shall not affect the remaining provisions hereof, which shall remain in full force and effect.

10.8. Licences

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

10.9. Obligation to inform each other

The Parties undertake, for the duration of this BRP Contract, to inform each other as soon as possible of any event or information which the Party cognisant of said event or information should reasonably consider to be an event or information likely to have a negative effect on this BRP Contract and/or on the performance of the obligations set out in this BRP Contract in respect of the other party.

SECTION VIII: APPLICABLE LAW AND DISPUTE SETTLEMENT

11 APPLICABLE LAW

This BRP Contract is governed by and interpreted in accordance with Belgian law.

12 SETTLEMENT OF DISPUTES

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

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

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

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

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

SECTION IX: IMBALANCE AREAS

13 DELINEATION OF IMBALANCE AREAS

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

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

SECTION X: BALANCE RESPONSIBILITY

14 RESPONSIBILITIES OF THE BALANCE RESPONSIBLE PARTY

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

- plan and utilise all reasonable means to maintain balance within its Perimeter on a quarter-hourly basis pursuant to the Federal Grid Code and Article 15 of this BRP Contract;
- compensate for active losses on the transmission system pursuant to Article 19.4 of this BRP Contract;
- submit its Daily Balancing Schedule pursuant to Article 23 of this BRP Contract;
- if necessary, monitor those Access Points or Market Access Points for which [BRP] is responsible;
- assume financial responsibility for its imbalances by paying the Tariff for Imbalances pursuant to Article 28 of this BRP Contract;
- guarantee, whether using its own or any other means, a continuous operational service 24 hours a day;
- conduct any other procedure during operation pursuant to this BRP Contract;
- if necessary, pursuant to the provisions of the Federal Grid Code, submit daily coordination schedules and injections from generation units for which it is tasked with monitoring the Access Point, by concluding a contract coordinating the generation units.

15 BRP BALANCING PERIMETER

[BRP]'s Balancing Perimeter consists of:

- the Access Points, excluding those Access Points that supply a CDS connected to the Elia Grid; and/or
- The Delivery Points; and/or
- Distribution Allocations on one or more Public Distribution Grids; and/or
- CDS Injection and/or Offtake Allocations on one or more CDSs, corresponding for every CDS to the total volume of energy injection and/or offtake for all the CDS Market Access Points which [BRP] is responsible for monitoring, in accordance with Article 24.2.3 of this BRP Contract; and/or
- transmission system losses, without prejudice to the provisions of the Federal Grid Code and the applicable Grid Codes for Local and Regional Transmission; and/or
- Import and/or Export; and/or
- Internal Commercial Trade;
- where appropriate, modifications to the Balancing Perimeter as a result of an activation of flexibility in accordance with Article 20.8 of this BRP Contract; and/or

- in the case of a $BRP_{O.I.}$, the allocation of Active Power as an Injection or Offtake at an Offshore Interconnector Connection Point as described in Appendix 4.

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

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

16 [BRP]'S BALANCING OBLIGATIONS

16.1. Balance Responsible Parties' individual balancing obligation

[BRP] will at all times during the execution of this BRP Contract provide and deploy all reasonable resources in order to be balanced on a quarter-hourly basis, for a given quarter-hour Q, except in the event of a change in [BRP]'s Balancing Perimeter in the context of an activation by an FSP in the markets to which the Rules for the Organization of the Transfer of Energy apply. In the above case, [BRP] will not be deemed liable, under Article 15 of this BRP Contract, for this specific Imbalance in its Balancing Perimeter.

If [BRP] is responsible for the Access Point of an Offshore Power Park Module, [BRP] must bear in mind and anticipate foreseeable events, such as, where applicable, Sea Storms that may cause an Imbalance in [BRP]'s Balancing Perimeter as a result of the disconnection or involuntary reduction of the generation of Offshore Power Park Modules in [BRP]'s Balancing Perimeter. To that end, if [BRP] is responsible for monitoring the Access Point of an Offshore Power Park Module, [BRP] is required to have at least the forecasting tools necessary for detecting Sea Storms. [BRP] must also take reasonable measures to keep its Balancing Perimeter balanced on a quarter-hourly basis when such Sea Storms occur.

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

An Imbalance can also occur in [BRP]'s Balancing Perimeter due to its role as BRP_{FSP} .

[BRP] shall provide Elia, at Elia's first reasoned request, with adequate evidence that it has made provisions for the resources needed to enable it to comply with its balancing obligations.

If [BRP] is responsible for monitoring the Access Point of an Offshore Power Park Module, [BRP] must follow a specific procedure for communicating with Elia in order to anticipate Sea Storms that may cause an Imbalance in [BRP]'s Balancing Perimeter and the Belgian control area and enable [BRP] and Elia to take appropriate actions to mitigate this risk. This procedure includes, if a Sea Storm should be detected, sharing with Elia the measures and steps that [BRP] intends to take to anticipate and prevent any imbalances in its portfolio as a result of the Sea Storm. [BRP] further undertakes to do everything in its power to ensure that the measures communicated to Elia under this procedure are actually taken.

The procedure, which is described in Appendix 6, shall be applied notwithstanding the balancing obligations incumbent upon [BRP], as described in this Article, and notwithstanding the application to [BRP] of the Tariff for maintaining and restoring the individual balance of Balance Responsible Parties, as

described in Article 29.

If [BRP] is responsible for monitoring the Access Point of an Offshore Power Park Module, Elia will ask [BRP] for proof that it has set up forecasting tools and a procedure such as that described in the previous paragraph within a year of [BRP]'s designation as the BRP responsible for monitoring the Access Point of an Offshore Power Park Module. If [BRP] had already been designated as the BRP responsible for monitoring the Access Point of an Offshore Power Park Module on the date of entry into force of this BRP Contract, [BRP] shall provide Elia with proof that it has the aforementioned tools and procedure within a year of this BRP Contract's entry into force.

If [BRP] is in Imbalance, [BRP] shall pay the Tariff for Imbalances in accordance with Article 28 of this BRP Contract and the applicable Tariffs. Payment of said Tariff does not relieve [BRP] of its liability under Article 6 of this BRP Contract.

16.2. Contribution of the Balance Responsible Parties to the overall objective of maintaining the balance of the control area

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

If the Balance Responsible Party avails itself of the possibility of deviating from its individual balance, it must at all times retain the resources and ability to restore, in real time and at any time, the balance of its Balancing Perimeter. Said possibility to deviate from its individual balance is not reserved for a Balance Responsible Party associated with an Offshore Interconnection Connection Point ($BRP_{O.I.}$).

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

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

This contribution in real time to maintaining the balance of the Belgian control area by deviating, where appropriate, from balancing its Balancing Perimeter does not release [BRP] in any way from its obligation to comply with the rules on submitting its Daily Balancing Schedule, as described in Article 24.1 of this BRP Contract.

SECTION XI: REQUIREMENTS FOR BECOMING A BALANCING RESPONSIBLE PARTY

17 PROOF OF [BRP]'S FINANCIAL SOLVENCY

Conclusion of this BRP Contract is conditional upon [BRP] providing proof of its financial solvency, as provided in the BRP application form for obtaining BRP status. The BRP application form is available on the Elia website.

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

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

18 PAYMENT GUARANTEE

18.1. General

As a suspensive condition for entering into this BRP Contract, and at the latest by the valid signature of this BRP Contract, [BRP] shall provide Elia with a guarantee that complies with the conditions below both for the entire term of this BRP Contract and for the entire duration of the fulfilment of all the financial obligations arising from the BRP Contract, according to Article 9 of this BRP Contract.

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

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

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

At the end of this BRP Contract for whatever reason, Elia shall return to [BRP] the bank guarantee as defined in Article 18.2 or the cash payment as defined in Article 18.3, on the condition that [BRP] has fulfilled all its obligations arising in connection with this BRP Contract or with the end of this BRP Contract.

18.2. Bank guarantee

The standard form for the bank guarantee at first request is included in Appendix 1 to this BRP Contract. The amount and the specifications concerning authorised modifications of the amount of this bank guarantee at first request are calculated in accordance with the criteria indicated in Article 18.4 and Appendix 1 to this BRP Contract. [BRP] will adjust the amount of the bank guarantee in accordance with the provisions of Article 18.4 and Appendix 1 to this BRP Contract.

At least three (3) calendar months before the existing bank guarantee expires, [BRP] will provide Elia with evidence that the financial institution issuing the bank guarantee has extended the period of the bank

guarantee without making any changes to it, or will issue a new bank guarantee that meets all of the terms and conditions stated in this Article.

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

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

18.3. Cash payment

[BRP] may replace the bank guarantee at first request with a cash payment to Elia of a deposit, the amount of which is calculated in accordance with Article 18.4, subject to the acceptance by Elia of this cash payment.

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

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

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

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

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

When Elia invokes the cash payment, [BRP] will adjust the amount of the cash payment to the level required within fifteen (15) working days after Elia has invoked the cash payment.

18.4. Amount of the required financial guarantee

The amount of the guarantee is a variable amount based on [BRP]'s position. [BRP]'s position, without prejudice to the provisions in relation to the first (1st) month of this Contract, as indicated below, is the highest of the daily Offtake averages allocated to [BRP] calculated on the basis of the previous calendar

month. The daily averages are based on the daily quarter-hourly values of:

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

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

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

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

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

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

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

- If [BRP] 's position is more than 20% higher than the position for which the guarantee has been issued for more than two (2) days in any given month, [BRP] will immediately, and at the latest within three (3) weeks of this position occurring, increase its guarantee to the required level. [BRP]'s position may never be more than 40% above the position for which a guarantee has been issued.
- Also, in case for a period of at least three (3) months [BRP]'s position is lower than the level covered by the guarantee, [BRP] may obtain a reduction in its guarantee in accordance with the table above. Elia will approve this reduction in the guarantee under the aforementioned circumstances.
- At all times, the amount of the guarantee must exceed the maximum amount of the last twelve (12) invoices sent to [BRP]. [BRP] will immediately increase its guarantee to reach this amount and will do so within three (3) weeks of the occurrence of this situation.

19 SUSPENSIVE CONDITIONS AFFECTING THE IMPLEMENTATION OF THIS CONTRACT

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

a) [BRP] shall provide evidence of the financial guarantees as set out in Article 17 of this BRP Contract;

b) [BRP] must make available the necessary and sufficient means required, using its own resources or any others, to guarantee 24-hour-a-day operation.

SECTION XII: CALCULATING IMBALANCES

20 ALLOCATION TO THE BALANCING PERIMETER

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

20.1. Injection and/or Offtake Points

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

- for all the Injection and/or Off-take Points, for which the designated Access Holder, in accordance with the applicable regulations and/or contractual stipulations, has gained rights of access by entering into an Access Contract with Elia; and
- for which [BRP] has been validly designated as the Balance Responsible Party in relation to the Access Points, which are Injection and/or Offtake Points as stated in the abovementioned Access Contract. In case a Delivery Point exists behind an Access Point for which [BRP] was designated BRP_{AP}, and said Delivery Point has a BRP_{DP} different from [BRP], the Injection and/or Offtake of this Delivery Point is not included in the Balancing Perimeter of [BRP]; and/or
- for which [BRP] has been validly designated as the Balance Responsible Party for the Delivery Points which are Injection and/or Offtake Points as stated in the abovementioned Access Contract.

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

20.2. Distribution Allocation(s) on a Public Distribution Grid

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

20.3. Allocation(s) for a CDS connected to the Elia Grid

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

20.4. Losses

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

of this change within a reasonable period of time and in such a way that the necessary measures can be taken. The aforementioned reasonable period of time shall never be less than two (2) weeks following the date on which Elia issued a notification by registered mail informing [BRP] of this change.

In case [BRP] was designated as BRP_{DP} for one or more Delivery Points, and/or ~~a~~ls BRP_{AP} for one or more Access Points for which one (or more) BRP_{DP}(s) were designated for the Delivery Points behind the Access Point in question, the losses for the measured Offtake for Access Points are determined as described in Annex 7.

Formatted: Font: 11 pt

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

20.5. Allocation at an Offshore Interconnector Connection Point

For an Offshore Interconnector Connection Point, Elia allocates an Injection or Offtake corresponding to the difference between the measured physical Active Power transported via the Offshore Interconnector on the one hand and External Commercial Trade Schedules and, if applicable, Offshore Operational International Exchanges on the other. The allocation method is described in Appendix 4 to this Contract.

20.6. Import and Export

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

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

20.7. Internal Commercial Trade

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

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

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

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

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

20.8. Correction of the Balancing Perimeter when activating flexibility

20.8.1. Modalities applicable in case of the activation of a Delivery Point DP_{SU}

In case of activation of a Delivery Point DP_{SU} located in [BRP]'s portfolio, and except for the activation of FCR, [BRP]'s Balancing Perimeter will be adjusted. Said adjustment to [BRP]'s Balancing Perimeter consists of removing[7] the Requested Volume of Flexibility.

20.8.2. Modalities applicable in case of the activation of Delivery Points DP_{PG}

In the event of the activation of FCR from Delivery Points DP_{PG}, no adjustment will be made to the Balancing Perimeter.

In the event of the activation of Delivery Points DP_{PG} by an FSP, the following adjustments, based on the principles described in section 13 of the Rules for the Organization of the Transfer of Energy, will apply to [BRP]'s Balancing Perimeter:

- For each Delivery Point DP_{PG} located in [BRP]'s Balancing Perimeter for which a Market Situation with Transfer of Energy applies, [BRP]'s Balancing Perimeter, in its capacity as BRP_{source}, will be adjusted. The adjustment will consist of subtracting[8] the Delivered Volume of Flexibility of this Delivery Point.
- In addition, if [BRP] is associated with said FSP, its Balancing Perimeter, in its capacity as BRP_{FSP}, will be adjusted. The adjustment will consist of:
  - subtracting[9] the Requested Volume of Flexibility in the event of activation of an aFRR or mFRR Energy Bid ~~and/or an SDR Service~~[10], and

[7] For example:
- if Elia requests activation of +5MW (upward activation) for a given quarter-hour, the Balancing Perimeter for that quarter-hour will be adjusted by - 5MW * (1/4)h = -1.25MWh;
- if Elia requests activation of -5MW (downward activation) for a given quarter-hour, the Balancing Perimeter for that quarter-hour will be adjusted by +5MW * (1/4)h = +1.25MWh.

[8] For example:
- if, in connection with an activation, a volume of +3MWh was actually delivered (upward volume), the Balancing Perimeter will be corrected by -3MWh;
- if, in connection with an activation, a volume of -3MWh was actually delivered (downward volume), the Balancing Perimeter will be corrected by +3MWh.

[9] For example:
- if Elia requests an activation of +5 MW (upward activation) for a given quarter-hour, the Balancing Perimeter for that quarter-hour will be adjusted by -5MW * (1/4)h = -1.25MWh;
- if Elia requests activation of -5 MW (downward activation) for a given quarter-hour, the Balancing Perimeter for that quarter-hour will be adjusted by +5MW * (1/4)h = +1.25MWh.

~~[10] If DP_{SU}, Delivery Points are activated by an FSP in connection with the provision of DA/ID Flexibility Service, [BRP]'s Balancing Perimeter will not be adjusted by subtracting the Requested Volume of Flexibility corresponding to said DA/ID Flexibility Service.~~

- adding[11] the Delivered Volume of Flexibility corresponding to all activated Delivery Points DP_{PG} by said FSP for which a Market Situation with Transfer of Energy applies.

The above adjustments will be effected on a quarter-hourly basis for the entire duration of the activation~~, or, in the event of SDR activation, for the duration of the period of Effective Delivery~~.

The Delivered Volume of flexibility at a Delivery Point DP_{PG} is based on the principles pertaining to the calculation of the Delivered Volume of Flexibility, as defined in section 12 of the Rules for the Organization of the Transfer of Energy. In case of an activation of an mFRR Energy Bid, ~~the provision of the SDR Service~~ or the provision of the DA/ID Flexibility Service using Delivery Points DP_{PG} having an impact on the injections and offtakes within [BRP]'s Balancing Perimeter, Elia will inform [BRP] of the information pertaining to the volume activated within [BRP]'s Balancing Perimeter in accordance with the modalities described in Appendix 5 to this BRP Contract.

21 BRP QUARTER-HOURLY IMBALANCE

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

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

- all External Commercial Trade Schedules for Imports submitted and implemented by [BRP] for this quarter-Hour, including those incorporated by Elia into the Balancing Perimeter on [BRP]'s behalf, pursuant to Article 20.6 of this BRP Contract, as well as, for the BE-GB Border (taking into account losses for this Border), i) explicit External Commercial Trade Schedules for Imports submitted by [BRP] on the RNP and ii) implicit External Commercial Trade Schedules for Imports submitted on [BRP]'s behalf, which Elia and the RNP Operator shall ensure are directly incorporated into [BRP]'s Balancing Perimeter; and

[11] For example:
- if, in connection with an activation, a volume of +3MWh was actually delivered (upward volume), the Balancing Perimeter will be adjusted by +3MWh;
- if, in connection with an activation, a volume of -3MWh was actually delivered (downward volume), the Balancing Perimeter will be adjusted by -3MWh.

- all actual Injections at the Injection Points, excluding those Injection Points that supply a CDS, allocated to [BRP], inter alia in the context of the coordination of Generation Unit Injection, for that quarter-Hour, taking into account all relevant Shared Injections, pursuant to Article 20.1 of this BRP Contract. In case there is/are (a) Delivery Point(s) behind an Access Point for which [BRP] was designated BRP_{AP}, and said Delivery Point(s) has/have a BRP_{DP} different from [BRP], the Injection assigned to said Delivery Point(s) is subtracted from the Injection of the Access Point; and
- all CDS Injection Allocations allocated to [BRP], pursuant to Article 20.3 of this BRP Contract; and
- All Injection on a Delivery Point, assigned to [BRP], pursuant to Article 20.1 of this BRP Contract; and
- all Distribution Allocations allocated to [BRP] in the case of net Injection, pursuant to Article 20.2 of this BRP Contract; and
- all Internal Commercial Trade Schedules submitted by [BRP] ('as buyer') for this quarter-Hour, pursuant to Article 20.7 of this BRP Contract; and
- all equivalent Injections resulting from Perimeter corrections, in accordance with Article 20.8 of this BRP Contract; and
- the allocated Injection for an Offshore Interconnector Connection Point for the $BRP_{O.I.}$ of that point, in accordance with Article 20.5 and according to the description in Appendix 4 to this BRP Contract.

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

- all External Commercial Trade Schedules for Exports submitted and implemented by [BRP] for this quarter-Hour, including those incorporated by Elia into the Balancing Perimeter on [BRP]'s behalf, pursuant to Article 20.6 of this BRP Contract, as well as, for the BE-GB Border (taking into account losses for this Border), i) explicit External Commercial Trade Schedules for Exports submitted by [BRP] on the RNP and ii) implicit External Commercial Trade Schedules for Export submitted on [BRP]'s behalf, which Elia and the RNP Operator shall ensure are directly incorporated into [BRP]'s Balancing Perimeter; and
- all actual Offtake at Offtake Points, excluding those Offtake Points that supply a CDS, allocated to [BRP] for that quarter-Hour, ~~taking into account all relevant Band Supplies (according to the provisions of the Access Contract),~~ pursuant to Article 20.1 of this BRP Contract. In case there is/are (a) Delivery Point(s) behind an Access Point for which [BRP] was designated BRP_{AP}, and said Delivery Point(s) has/have a BRP_{DP} different from [BRP], the Offtake assigned to said Delivery Point(s) is subtracted from the Offtake of the Access Point; and
- all CDS Offtake Allocations allocated to [BRP], pursuant to Article 20.3 of this BRP Contract; and
- All Offtake on a Delivery Point, assigned to [BRP], pursuant to Article 20.1 of this BRP Contract; and
- all Distribution Allocations allocated to [BRP] in the case of net Offtake, pursuant to Article 20.2 of this BRP Contract; and

Formatted: Font:

- all Internal Commercial Trade Schedules submitted by [BRP] ('as seller'), for this quarter-Hour, pursuant to Article 20.7 of this BRP Contract; and
- all equivalent Offtake resulting from Perimeter corrections, in accordance with Article 20.8; and
- the allocated Offtake for an Offshore Interconnector Connection Point for the $BRP_{O.I.}$ of that point, in accordance with Article 20.5 and according to the description in Appendix 4 to this BRP Contract.
- for the Offtake measured at Offtake Points, for Distribution Allocations and for CDS Allocations connected to the Elia Grid (in the event of net Offtake, without prejudice to the provisions of the Federal Grid Code and, where appropriate, in accordance with the applicable regional legislation, a loss percentage of this Offtake will be allocated additionally to [BRP]'s Balancing Perimeter. These percentages will be published on Elia's website and can, if necessary, be adjusted annually on the basis of the measured losses, pursuant to Article 20.4.

22 DATA EXCHANGE

Elia will make the aggregated and validated metering data from the Access Points of [BRP] directly connected to the Elia Grid available to [BRP] at the latest on the tenth (10th) of the month following the month in which the data were collected. In the case of ~~Band Supplies or~~ Shared Injection, or in case of two Balance Responsible Parties being appointed to monitor the Offtake and/or Injection at an Access Point, in accordance with the Access Contract, only that part allocated to the Balancing Perimeter of [BRP] will be made available to [BRP]. In case one or more BRP_{DP} different from [BRP] were assigned to a Delivery Point behind an Access Point assigned to [BRP], only the Injection/Offtake assigned to the Balancing Perimeter of [BRP], pursuant to Art. 20.1 and Art 21, will be made available to [BRP].

Elia will make the volume of the Imbalance that will be used for the imbalance settlement available to [BRP] after the end of each calendar month and no later than one (1) calendar month after Elia has received:

- from the Distribution System Operators, all the necessary data regarding [BRP]'s Distribution Allocations;
- from the CDS Operators, all the necessary data regarding [BRP]'s Allocations for a CDS.

If [BRP] is also BRP_{AP} of one (or more) Access Points where Delivery Points behind the Access Point were assigned to a BRP different from [BRP], and/or if [BRP] was assigned as BRP_{DP} for Delivery Points, Elia will make the following data available:

- ~~Elia communicates the following data to~~For the BRP_{AP}:
  - ~~t~~The validated corrected metering data per Access Point, for Month M, at the latest on the 10th day of Month M+1;
  - ~~t~~The non-validated corrected metering data for Day D per Access Point on Day D+1;
  - ~~t~~The Energy Adjustment for Day D per Access Point on Day D+1.
- ~~Elia communicates the following data to~~For the BRP_{DP}:

Formatted: English (United States)

Formatted: English (United States)

Formatted: List Paragraph;F List Paragraph;Paragrafo elenco, Space After: 6 pt, Bulleted + Level: 1 + Aligned at: 2,14 cm + Indent at: 2,77 cm, Keep lines together

Formatted: List Paragraph;F List Paragraph;Paragrafo elenco, Space After: 6 pt, Bulleted + Level: 1 + Aligned at: 2,14 cm + Indent at: 2,77 cm, Keep lines together

Formatted: Superscript

Formatted: List Paragraph;F List Paragraph;Paragrafo elenco, Space After: 6 pt, Bulleted + Level: 1 + Aligned at: 2,14 cm + Indent at: 2,77 cm, Keep lines together

- ~~t~~The validated power measured per Delivery Point for Month M, at the latest on the 10th day of Month M+1;
- ~~t~~The non-validated Power Measured per Delivery Point for Day D on Day D+1.

If [BRP] is also a BRP_{FSP}, Elia will make available to [BRP] the Delivered Volume of Flexibility aggregated over all activated Delivery Points DP_{PG} for which a Market Situation with Transfer of Energy applies, and, where appropriate (i.e. in the event of an activation of an mFRR or aFRR Energy Bid, or the management of congestion) the Requested Volume of Flexibility aggregated per Flexibility Service Provider, as stipulated in Article 20.8. This information will be made available to [BRP] by Elia at the latest at the end of month M+2 following the month to which said data pertain.

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

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

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

23 POOLING AGREEMENT

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

The Pooling Agreement must satisfy the criteria laid down in Appendix 3 to this BRP Contract ('Pooling Agreement').

[BRP] can either:

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

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

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

If the Head of the Pool designated by other Balance Responsible Parties in the Pooling Agreement to pay their total Tariff for Imbalances does not fulfil, for whatever reason, its payment obligations to Elia under the Pooling Agreement and the terms of this BRP Contract, Elia will suspend the validity of said Pooling Agreement relating to Elia for as long as said payment obligations are not fulfilled. Elia will then send

Formatted: Superscript

Formatted: List Paragraph;F List Paragraph;Paragrafo elenco, Space After: 6 pt, Bulleted + Level: 2 + Aligned at: 3,41 cm + Indent at: 4,04 cm, Keep lines together

individual invoices to the respective Balance Responsible Parties as if there were no Pooling Agreement. These invoices will then be retroactive to the due date of the invoice(s) for the total Tariff for Imbalance and late-payment interest will be added in accordance with the provisions of the Act of 2 August 2002.

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

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

SECTION XIII: DAILY BALANCING SCHEDULE

24 DAILY BALANCING SCHEDULE

24.1. Submission and conditions for the submission of Daily Balancing Schedules

When [BRP] submits to Elia the Day-ahead Daily Balancing Schedule relating to its Balancing Perimeter, [BRP][12] will ensure that its Day-ahead Imbalance is less than or equal to its Maximum Authorised Day-ahead Imbalance for every quarter-hour.

[BRP]'s Maximum Authorised Day-ahead Imbalance is calculated as a percentage (whose value is set by the Maximum Authorised Relative Day-ahead Imbalance) of the size of [BRP]'s portfolio.

The size of [BRP]'s portfolio corresponds to the maximum of the daily averages of Offtakes attributed to [BRP] and observed throughout the calendar year[13] preceding the calculation or update of said value.

The daily averages are based on the sum of the quarter-hourly values of:

- the Offtakes measured at the Offtake Points, excluding those Offtake Points that supply a CDS, attributed to [BRP]'s Balancing Perimeter, and excluding the Offtake assigned to a BRP_{DP} different from [BRP]; and
- the measured Offtakes on Delivery Points (if these are net Offtakes), attributed to [BRP]'s Balancing Perimeter; and
- all CDS Allocations (if these are net Offtakes) attributed to [BRP]'s Balancing Perimeter; and
- all Distribution Allocations (if these are net Offtakes) attributed to [BRP]'s Balancing Perimeter; and
- the External Commercial Trade Schedules for Export attributed to [BRP]'s Balancing Perimeter; and
- [BRP]'s Internal Commercial Trade Schedules (sales transactions) with other Balance Responsible Parties and attributed to [BRP]'s Balancing Perimeter.

[12] With the exception of $BRP_{O.I.}$ for which the applicable rules are described in Annex 4

[13] E.g. if the calculation or update is carried out in November of year Y, then the Offtakes attributed to [BRP] from 1 January to 31 December of year Y-1 will be used to define the size of [BRP]'s portfolio.

The size of [BRP]'s portfolio is defined for the first time upon the entry into force of this article or during the procedure to conclude the Contract, as set out in Article 3, and can be updated annually or pursuant to a reasoned request made by one of the Parties in the event of a significant change in [BRP]'s portfolio.

When no Offtake can be attributed to [BRP] for the calendar year preceding the calculation of the size of [BRP]'s portfolio (e.g. pursuant to the conclusion of a new Contract) or when one of the Parties declares, in a reasoned fashion, that the Offtakes attributed to [BRP] for the calendar year preceding the calculation or update of the size of [BRP]'s portfolio are not representative of the size of its portfolio (e.g. pursuant to a significant change in [BRP]'s portfolio), then the size of [BRP]'s portfolio is determined, by mutual agreement between the Parties, on the basis of more recent data[14]. In such a situation, for the first (1st) month of the [BRP]'s BRP Contract, [BRP]'s Maximum Authorised Day-ahead Imbalance is set at 0 MW. This value can be updated once one (1) full calendar month of data is available for calculating the size of [BRP]'s portfolio.

The act of authorising [BRP] to submit a Daily Balancing Schedule whose Day-ahead Imbalance is less than or equal to the Maximum Authorised Day-ahead Imbalance for each quarter-hour does not in any way eliminate the requirement for [BRP] to comply with its balancing obligations, as described in Article 16 of this BRP Contract.

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

24.2. Concerning Physical Nominations for Injection and Offtake Points, for Distribution Allocations, for Allocations for a CDS connected to the Elia Grid and for an Offshore Interconnector Connection Point, as well as BRP_{FSP} Nominations and Internal or External Commercial Trade Schedules

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

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

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

~~Day-Ahead and Intraday Physical Nominations submitted for the Injection Point(s) of the Generation Units~~

[14] CREG will be informed of situations where the size of [BRP]'s portfolio is defined on the basis of more recent data than the standard observation period (i.e. the calendar year preceding the calculation or update of the size of [BRP]'s portfolio), and will do so no later than when the report stipulated in Article 2(4) of BRP's T&C is sent.

~~supplying the Strategic Generation Reserve must be equal to zero (0) MW for each quarter Hour, in accordance with the principles laid down in Article 7septies (2) of the Electricity Act.~~

24.2.2. Internal and External Commercial Trade Schedules

All External Commercial Trade Schedules for Imports and/or Exports (excluding those incorporated by Elia into the Balancing Perimeter on [BRP]'s behalf), provided that the necessary Physical Transmission Rights have been obtained, and all Internal Commercial Trade Schedules must be submitted by [BRP] to Elia[15] as per the procedure set out in Article 24 and before the deadline set therein.

With respect to the aforementioned Internal and External Commercial Trade Schedules, [BRP] shall avoid any and all external inconsistency as defined in Articles 24.3.3, 24.3.4, 24.3.5 and 24.3.6 of this BRP Contract.

External Commercial Trade Schedules must respect at all times the Physical Transmission Rights obtained in accordance with the procedure detailed in Article 28 of this BRP Contract

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

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

For every CDS on which [BRP] is active, [BRP] performs a Physical Nomination corresponding to its Offtake and/or Injection for all Market Access Points within this CDS which [BRP] is tasked with monitoring, namely the entire volume of energy for which [BRP] is responsible within this CDS. By way of exception, [BRP] shall perform individual Physical Nominations for the volume of energy at every Market Access Point within its perimeter for which a SA Contract is concluded with Elia and a Physical Nomination for the volume of energy of every Market Access Point within its perimeter, pursuant to Appendix 14ter of the Access Contract.

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

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

allocated between every Access Point based on the actual situation.

24.2.4. Physical Nominations for an Offshore Interconnector Connection Point

A Balance Responsible Party may not make any Physical Nomination for an Offshore Interconnector Connection Point unless it has the status of $BRP_{O.I.}$ for that Offshore Interconnector Connection Point.

A Day-Ahead Physical Nomination for an Offshore Interconnector Connection Point allocated to the Balancing Perimeter of the Balance Responsible Party associated with this Offshore Interconnector shall be as close as possible to the difference between the expected physical Active Power transmitted via the Offshore Interconnector on the one hand and all Day-Ahead External Commercial Trade Schedules submitted on the Offshore Interconnector and, where applicable, the Day-Ahead result of the Offshore Operational International Exchange on the other, as stated in Appendix 4 to this Contract.

24.2.5. BRP_{FSP} Nominations

No BRP_{FSP} Nomination may be submitted by [BRP] if [BRP] has not been appointed as a BRP_{FSP} by an FSP having a FSP Contract DA/ID.

All BRP_{FSP} Nominations must be submitted by [BRP] to Elia in compliance with the procedure described in Article 25 and prior to the deadline stipulated therein.

24.3. Evaluation of the Daily Balancing Schedules submitted

Elia shall evaluate the Physical Nominations, BRP_{FSP} Nominations and Internal or External Commercial Trade Schedules for Day D detailed below as part of its responsibility for managing and maintaining the Elia Grid, more specifically taking into account safety, reliability and efficiency considerations as well as the obligations set out in Article 24.1 of this BRP Contract.

24.3.1. Day-Ahead Physical Nominations for Offtake at an Offtake Point

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

24.3.2. Day-Ahead and Intraday Physical Nominations for Injection at an Injection Point

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

24.3.3. Day-Ahead External Commercial Trade Schedules

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

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

For the application of this Article and the associated Appendices or Articles, there is, except for the BE-

GB Border, an external inconsistency when:

a) a [BRP] External Commercial Trade Schedule contains an International Exchange whose equivalent, insofar as Elia has been officially notified thereof by the transmission system operator operating the Scheduling Area in question, has not been accepted by the latter; or

b) a [BRP] External Commercial Trade Schedule contains an International Exchange that, insofar as Elia has been officially notified thereof by the transmission system operator operating the Scheduling Area in question, differs for a given unit of time from the equivalent International Exchange accepted by the latter.

In both cases, Elia is entitled to either:

a) reject said External Commercial Trade Schedule involving an International Exchange; or

b) partially accept said External Commercial Trade Schedule involving an International Exchange; or

c) accept said External Commercial Trade Schedule involving an International Exchange and then invoice [BRP] the Tariff for external inconsistency.

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

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

24.3.4. Intraday External Commercial Trade Schedules

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

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

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

a) a [BRP] External Commercial Trade Schedule contains an International Exchange whose equivalent, insofar as Elia has been officially notified thereof by the transmission system operator operating the Scheduling Area in question, has not been accepted by the latter; or

b) a [BRP] Intraday External Commercial Trade Schedule contains an International Commercial Exchange that, insofar as Elia has been officially notified thereof by the transmission system operator operating the Scheduling Area in question, differs for a given unit of time from the equivalent International Exchange accepted by the latter.

In both cases, Elia is entitled to either:

i. reject said External Commercial Trade Schedule involving an International Exchange; or

ii. partially accept said External Commercial Trade Schedule involving an International Exchange.

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

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

24.3.5. Day-Ahead Internal Commercial Trade Schedules

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

For the application of this Article and the associated Appendices or Articles, there is an external inconsistency:

a) a [BRP] Internal Commercial Trade Schedule contains a Day-Ahead Internal Commercial Trade with another Balance Responsible Party, and the Internal Commercial Trade Schedule for this Day-Ahead Internal Commercial Trade has not been made known to Elia by means of an Internal Commercial Trade Schedule from this other Balance Responsible Party; or

b) a [BRP] Internal Commercial Trade Schedule contains a Day-Ahead Internal Commercial Trade with another Balance Responsible Party, and the Internal Commercial Trade Schedule for this Day-Ahead Internal Commercial Trade differs for any given quarter-Hour from the corresponding Internal Commercial Trade Schedule submitted by this other Balance Responsible Party; or

c) there is a Day-Ahead Internal Commercial Trade within the framework of a Belgian power exchange operated by a CCP, fulfilling the conditions described in a) or b).

In these cases, Elia is entitled either:

i. reject said [BRP] Internal Commercial Trade Schedule involving a Day-Ahead Internal Commercial Trade; or

ii. accept said [BRP] Internal Commercial Trade Schedule involving a Day-Ahead Internal Commercial Trade and invoice [BRP] the Tariff for external inconsistency, up to 100% in case a) above and 50% in case b) above; or

iii. accept said [BRP] Internal Commercial Trade Schedule involving Day-Ahead Internal Commercial Trade and invoice [BRP] the Tariff for external inconsistency according to the following rules depending on whether [BRP] is the CCP or the CCP's Counterparty as per c) above: the Tariff for external inconsistency is to be charged to the CCP's Counterparty in its entirety. However, if the CCP's Counterparty contests the invoice and proves that the situation described in the abovementioned case c) is the result of an error by the CCP, Elia will send a credit note to the CCP's Counterparty for the whole of the aforementioned invoice and will send a new invoice to the CCP for the same amount, with a maximum limit set at the amount described in the market rules for the exchange of energy blocks as approved by ministerial decree and relating to the limit of responsibility that applies between the CCP and the CCP's Counterparty. The aforementioned maximum limit will not apply if the error committed by the CCP is fraudulent or deliberate.

24.3.6. Intraday Internal Commercial Trade Schedules

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

For the application of this Article and the associated Appendices or Articles, there is an external inconsistency:

a) a [BRP] Internal Commercial Trade Schedule contains an Intraday Internal Commercial Trade with another Balance Responsible Party, and the Internal Commercial Trade Schedule for this Intraday Internal Commercial Trade has not been made known to Elia by means of an Internal Commercial Trade Schedule from this other Balance Responsible Party; or

b) a [BRP] Internal Commercial Trade Schedule contains an Intraday Internal Commercial Trade with another Balance Responsible Party, and the Internal Commercial Trade Schedule for this Intraday Internal Commercial Trade differs for any given quarter-Hour from the corresponding Internal Commercial Trade Schedule submitted by this other Balance Responsible Party; or

c) in case of an Intraday Internal Commercial Trade in relation to a Belgian market for the exchange of energy blocks operated by a CCP, fulfilling the conditions described in a) or b).

In these cases, Elia is entitled either:

i. reject said [BRP] Internal Commercial Trade Schedule involving an Intraday Internal Commercial Trade; or

ii. accept said [BRP] Internal Commercial Trade Schedule involving an Intraday Internal Commercial Trade and invoice [BRP] the Tariff for external inconsistency according to the following rules depending on whether [BRP] is the CCP or the CCP's Counterparty as per c) above: the Tariff for external inconsistency is to be charged to the CCP's Counterparty in its entirety. However, if the CCP's Counterparty contests the invoice and proves that the situation described in the abovementioned case c) is the result of an error by the CCP, Elia will send a credit note to the CCP's Counterparty for the whole of the aforementioned invoice and will send a new invoice to the CCP for the same amount, with a maximum limit set at the amount described in the market rules for the exchange of energy blocks as approved by ministerial decree and relating to the limit of responsibility that applies between the CCP and the CCP's Counterparty. The aforementioned maximum limit will not apply if the error committed by the CCP is fraudulent or deliberate.

In the case of repeated submissions of Day-Ahead Daily Balancing Schedules for which the Day-Ahead Imbalance is not less than or equal to the Maximum Authorised Day-Ahead Imbalance for each quarter-hour of Day D (without taking into account inaccuracies when rounding up or down), [BRP] is prohibited from utilising Intraday Internal Commercial Trade mechanisms for thirty (30) calendar days beginning immediately following notification by Elia. 'Repeated' in this case means three (3) calendar days in one (1) calendar month.

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

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

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

24.4. Confirmation or rejection of the Daily Balancing Schedules

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

Elia shall notify [BRP]:

- On Day D-1 whether it has confirmed [BRP]'s Day-Ahead Daily Balancing Schedule as per the aforementioned conditions for Physical Nominations and Day-Ahead Commercial Trade Schedules to be submitted on Day D-1. If [BRP] has not been notified by 18:00 on Day D-1, [BRP] shall call Customer Services (see Appendix 2) to obtain confirmation.
- Fifteen (15) minutes prior to delivery whether or not Elia confirms [BRP]'s Intraday External Commercial Trade Schedules as per the aforementioned conditions for Intraday External Commercial Trade Schedules involving Intraday Import and/or Export. If Elia has not confirmed these External Commercial Trade Schedules, [BRP] cannot implement them.
- On Day D+1 whether it confirms [BRP]'s Intraday Internal Commercial Trade Schedules as per the aforementioned conditions for Intraday Internal Commercial Trade. If [BRP] has not been notified by 18:00 on Day D-1, [BRP] shall call Customer Services (see Appendix 2) to obtain confirmation.

- Fifteen (15) minutes at the latest before the Intraday Physical Nomination enters into force, whether it confirms [BRP]'s Intraday Physical Nominations in accordance with the aforementioned conditions for Intraday Physical Nominations relating to Injection at an Injection Point. If Elia has not confirmed these Physical Nominations, [BRP] may not implement them.

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

25 PROCEDURE FOR SUBMITTING DAILY BALANCING SCHEDULES

25.1. Daily Schedules for External Commercial Trade

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

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

In the context of Market Coupling, implicit Day-Ahead External Commercial Trade Schedules for Day D, shall be submitted by the Shipping Agent for the Border in question, at the latest on Day D-1 before 14h30. With regard to the BE-GB Border, the Day-Ahead External Commercial Trade Schedules shall be submitted on the Shipping Agent's behalf with respect to the implicit Market Coupling for this Border.

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

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

In the context of the Market Coupling, the Shipping Agent submits the Intraday External Commercial Trade Schedules for Day D for the relevant border as follows, dependenting on the timing of the SIDC Intraday Auctions:

- At the latest on Day D-1 at 16h for the first SIDC Intraday Auction;
- At the latest on Day D-1 at 23h for the second SIDC Intraday Auction;
- At the latest on Day D at 11h for the third SIDC Intraday Auction.;

Formatted: List Paragraph;F List Paragraph;Paragrafo elenco, Bulleted + Level: 1 + Aligned at: 2,14 cm + Indent at: 2,77 cm

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

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

At the BE-GB Border, where appropriate and without prejudice to the previous paragraph, the External Commercial Trade Schedules concerning Physical Transmission Rights allocated at explicit auctions in

accordance with the BE-GB Intraday Explicit Auction Rules shall be submitted and may be amended by [BRP] on the RNP pursuant to the BE-GB Intraday Nomination Rules.

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

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

[BRP] must indicate its counterparty on the External Commercial Trade Schedule form (its counterparty being the party submitting the corresponding External Commercial Trade Schedule to the system operator running the Scheduling Area in question). This party is generally [BRP] itself. In the event of an International Exchange with the Dutch Scheduling Area, this party must be the counterparty previously indicated to the system operator running the Dutch Scheduling Area; said counterparty is either [BRP] itself or another Balance Responsible Party that has concluded a Balance Responsible Contract with the system operator running the Dutch Scheduling Area and with Elia. The counterparty's unique EIC code must be given as the name of the counterparty on the External Commercial Trade Schedule form. The RNP's rules apply to the BE-GB Border.

25.2. Physical Nominations for Access Points and Injections/Offtakes within a CDS

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

Day-Ahead Physical Nominations for Day D concerning an Offtake Point allocated in accordance with the procedures set out in Article 20 as well as Physical Nominations relating to all Market Access Points which [BRP] is responsible for monitoring within a CDS as per Article 24.2.3 must be submitted by [BRP] to Elia and may be amended by [BRP] no later than 14:30 on Day D-1.

Day-Ahead Physical Nominations for Day D relating to access rights for an Injection Point allocated in accordance with the procedures set out in Article 20 must be submitted by [BRP] to Elia and may be amended by [BRP] no later than-15h00 on Day D-1.

~~Day-Ahead Physical Nominations for Day D relating to access rights for an Injection Point concerning a Generation Unit supplying Strategic Generation Reserve, allocated in accordance with procedures set out in Article 20, must be submitted by [BRP] to Elia and may be amended by [BRP] no later than 10 a.m. on Day D-1.~~

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

Physical Nominations involving Offtake Points or CDS Injections/Offtake must be submitted for each Offtake Point or for each CDS Access Point to the Elia Grid to which they are connected, as per the provisions of Article 23.2.3, with an accuracy of 0.1 MW.

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

25.3. Physical Nominations for Distribution Offtake

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

With regard to Injection Points connected to a Public Distribution Grid whose power-generating modules are the subject of a SA Contract between [BRP] and Elia, the Physical Nominations for those injections must be submitted for each Injection Point.

25.4. Internal Commercial Trade Schedules

Day-Ahead Internal Commercial Trade Schedules for Day D involving Day-Ahead Internal Commercial Trade must be submitted to Elia by [BRP]. The submission timing depends on the granularity of the SDAC Market Time Units:

- When the SDAC Market Time Units are only in a resolution of 1 hour, the Day-Ahead Internal Commercial Trade Schedules for Day D must be submitted and/or may be amended before 2 p.m. on Day D-1.
- When the finest resolution of the SDAC Market Time Units are 15 minutes, the Day-Ahead Internal Commercial Trade Schedules for Day D must be submitted and/or may be amended before 2.30 p.m. on Day D-1.

Formatted: List Paragraph;F List Paragraph;Paragrafo elenco, Bulleted + Level: 1 + Aligned at: 2,14 cm + Indent at: 2,77 cm

Intraday Internal Commercial Trade Schedules for Day D involving Intraday Internal Commercial Trade must be submitted to Elia by [BRP] and may be amended before 2 p.m. on Day D+1 and the submission can start no later than 3~~11~~ p.m. on Day D-1.

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

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

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

Customer Services (see Appendix 2 – Contact details - Submission of Daily Balancing Schedules or on our website under 'Documentation').

25.5. Physical Nominations for an Offshore Interconnector Connection Point

The $BRP_{O.I.}$ must submit Physical Nominations for Day D for an Offshore Interconnector Connection Point pursuant to Article 23.2.4 and the description in Appendix 4 to Elia by 2.30 p.m. on Day D-1, with an accuracy of 0.1 MW.

25.6. BRP_{FSP} Nominations

Day-ahead BRP_{FSP} Nominations must be submitted and can be modified by [BRP] to Elia before 14:00 on Day D-1.

Intraday BRP_{FSP} Nominations must be submitted and can be modified by [BRP] to Elia before 2.00 p.m. on Day D+1 and the submission can begin no later than Day D-1 after 23:00

BRP_{FSP} Nominations must be submitted by the BRP_{FSP} with a precision of 0.1 MW.

26 SYSTEM FOR SUBMITTING DAILY BALANCING SCHEDULES

26.1. Internal and External Commercial Trade Schedules, Physical Nominations for Offtake Points, for Distribution Offtake and Offtake from CDSs connected to the Elia Grid, and for Offshore Interconnector Connection Points and BRP_{FSP} Nominations

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

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

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

If the RNP submission system is unavailable, Elia reserves the right, in consultation with the RNP Operator, to designate another submission system for External Commercial Trade Schedules at the BE-GB Border, in which case Elia undertakes to communicate in good time on the applicable External Commercial Trade Schedule procedures, which may deviate from the principles laid down in this BRP Contract if necessary.

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

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

Some maintenance operations or unscheduled periods of unavailability may temporarily render unavailable

Elia's balancing E-Nominations system and/or the Intraday allocation system.

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

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

Please contact Elia's Customer Services (see Appendix 2 or consult our website under 'Documentation') for information about Elia's E-Nominations system and how to access it.

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

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

26.2. Physical Nominations for Injection Points

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

27 COMPLETE OR PARTIAL REJECTION OF DAILY BALANCING SCHEDULES ON DAY D-1 AND COMPLETE OR PARTIAL SUSPENSION OF DAILY BALANCING SCHEDULES ON DAY D

27.1. Complete or partial rejection of Daily Balancing Schedules on Day D-1

27.1.1. Principle

Elia is authorised to refuse to implement on Day D-1 all or part of a Daily Balancing Schedule for Day D if said Daily Balancing Schedule jeopardises the balance of the load-frequency control area or the safety, reliability or efficiency of the Elia Grid. Such situations are detailed in Article 27.3.

27.1.2. Notification procedure

Elia shall notify [BRP], as quickly as possible and by email, of its decision to refuse to implement all or part of a Daily Balancing Schedule for Day D and the reasons behind this decision. This notification shall be issued to the [BRP] point of contact specified in Appendix 2 of this BRP Contract, who must be available 24 hours a day.

27.2. Complete or partial suspension of Daily Balancing Schedules on Day D

27.2.1. Principle

Elia is authorised to suspend on Day D all or part of a Daily Balancing Schedule for Day D if said Daily Balancing Schedule jeopardises the balance of the load-frequency control area or the safety, reliability or efficiency of the Elia Grid. Such situations are detailed in Article 27.3.

27.2.2. Notification procedure

Elia shall notify [BRP], by email and no later than fifteen (15) minutes prior to the suspension becoming effective, of its decision to suspend all or part of a Daily Balancing Schedule for Day D and the reasons

behind this decision. This notification shall be issued to the [BRP] point of contact specified in Appendix 2 of this BRP Contract, who must be available 24 hours a day.

27.3. Situations referred to in Articles 27.1 and 27.2

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

- ~~When Day-Ahead and Intraday Physical Nominations submitted for the Injection Point(s) of the Generation Units supplying the Strategic Generation Reserve are not equal to zero (0) MW for every quarter-Hour, in accordance with the provisions laid down in Article 23.2.1 and 19.1 and the operational and technical terms and conditions of the SA Contract.~~
- In the event of such external inconsistencies as set out in Articles 24.3.3, 24.3.4, 24.3.5 and 24.3.6 and in accordance with the operational and financial terms and conditions set out in these Articles.
- To prevent grid congestion and in accordance with the operational and financial terms and conditions of the SA Contract.
- In the event of a reduction in inter-zonal exchange capacity in accordance with the applicable operational and financial terms and conditions (in particular, where appropriate and applicable, the provisions of the EU CACM and FCA Guidelines).
- Any other exceptional situation that jeopardises the safety, reliability and efficiency of the grid. In this case, Elia shall notify both [BRP] and CREG.

~~27.4. Procedure for amendments proposed by BRP in relation to Band Supplies~~

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

- ~~a) [BRP] informs Elia of its proposal to amend a Physical Nomination in accordance with Appendix 2 to this BRP Contract, and before 14:00 on Day-D+1;~~
- ~~b) b) the proposed Physical Nomination amendments must comply with the provisions of Article 23.2.1 of this BRP Contract (except as regards the deadline for submitting Physical Nominations);~~
- ~~c) the amendment request is confirmed by the Elia Grid User at the Access Point concerned within the same deadline indicated in point a).~~

~~Moreover, for each quarter-hour affected by the amendment:~~

- ~~d) the sum of the reductions between the Band Supply Physical Nominations accepted on Day-D-1 and the Band Supply Physical Nominations submitted on Day-D+1 by [BRP] is at most equal to the sum of the reductions applied by Elia to [BRP] 's Import External Commercial Trade Schedules;~~

e) the sum of the reductions proposed by all the Balance Responsible Parties responsible for a Band Supply at an Access Point between the Band Supply Physical Nominations accepted on Day D-1 and the Band Supply Physical Nominations submitted on Day D+1 may not exceed the actual decrease in Offtake at the Access Point.

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

i. the actual Offtake profile of the Elia Grid User at the Access Point concerned observed on the days preceding Day D;

ii. the actual Offtake profile of the Elia Grid User at the Access Point concerned observed on the days preceding Day D;

iii. the sum of the Physical Nominations submitted by the Balance Responsible Parties at the Access Point concerned for Day D, as accepted by Elia on Day D-1.

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

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

These new Physical Nominations, if accepted by Elia, will replace the Physical Nominations submitted in accordance with Article 23.2.1 of this BRP Contract.

28 TRANSMISSION RIGHTS FOR IMPORT AND EXPORT

28.1. Long-Term Transmission Rights for Import and Export

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

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

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

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

28.2. Daily capacity for Import and Export

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

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

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

28.3. Intraday capacities for Import and Export

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

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

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

The Physical Transmission Rights for Import and Export on an intraday basis on the Border between the Scheduling Area operated by Elia and another Scheduling Area may be obtained by [BRP] by means of explicit allocations launched by a fall-back procedure organised by Elia. The specifications of such a fall-back allocation are detailed on Elia's website. This fall-back allocation is valid until the go-live of the XBID application[16].

28.3.3. Intraday capacities for Import and Export for the BE-GB Border allocated through explicit allocation

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

[16] XBID is the Intraday trading platform for single intraday coupling in accordance with Commission Regulation (EU) 2015/1222 of 24 July 2015.

SECTION XIV: SETTLEMENT OF IMBALANCES

29 TARIFFS AND INVOICING

29.1. General

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

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

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

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

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

29.2. Tariffs applicable to BRPs

The Tariffs applicable to Balance Responsible Parties consist of the Tariff for maintaining and restoring the individual balance of Balance Responsible Parties (the result of which is the Imbalance Price) and the Tariff for external inconsistency.

These Tariffs are published by CREG on its website (www.creg.be) and by Elia, for information purposes, on its website (www.elia.be). Elia shall draw up the corresponding invoice(s) or credit note(s) on the basis of the applicable Tariffs.

Field Code Changed

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

The Tariff for maintaining and restoring the individual balance of Balance Responsible Parties is invoiced to the Balance Responsible Party if an Imbalance, as described in Article 21, is observed in its Balancing Perimeter. The tariff for maintaining and restoring the individual balance of Balance Responsible Parties applies to all Imbalances within the Imbalance area delineated in Article 13, and is applied equally to both positive and negative imbalances.

The Tariff for maintaining and restoring the individual balance of Balance Responsible Parties is calculated by means of the Imbalance mechanism in force. The detailed calculation of different components that compose this Tariff is described in Article 30.

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

29.2.2. Tariff for external inconsistency

Half of the amount of the Tariff for external inconsistency is invoiced to each of the two Balance Responsible Parties involved in the relevant external inconsistency, except in the following cases:

- If a Balance Responsible Party submits a Daily Balancing Schedule to Elia, while its Counterparty does not, the Tariff for external inconsistency applies to the quantities indicated in this Balance Responsible Party's Daily Balancing Schedule and the amount for external inconsistency is entirely invoiced to this Balance Responsible Party.
- If a Balance Responsible Party submits a Daily Balancing Schedule to Elia, while its Counterparty is a CCP, the Tariff for external inconsistency applies to the quantities indicated in this Balance Responsible Party's Daily Balancing Schedule and the amount for external inconsistency is entirely invoiced to this Balance Responsible Party. This rule also applies in the event of inconsistency in the Daily Balancing Schedules between a Shipping Agent and a CCP. In that case, the Shipping Agent is invoiced the full amount for external inconsistency, except for inconsistencies arising from the effects of rounding up or down.
- If a Balance Responsible Party that is itself a CCP submits a Daily Balancing Schedule to Elia, while its Counterparty is also a CCP, the Tariff for external inconsistency applies to the quantities indicated in this Balance Responsible Party's Daily Balancing Schedule and the amount for external inconsistency is entirely invoiced to the CCP on the sales side of the transaction (the 'seller').

29.3. VAT

The applicable Tariffs are net amounts, to which VAT is to be added. These amounts are payable by [BRP] to Elia in case of invoice and by Elia to [BRP] in case of credit note.

29.4. Invoicing principles

29.4.1. Imbalance invoice

a) Initial invoice

Elia shall define, as appropriate, an initial settlement of the Imbalances of [BRP] for each quarter-Hour, following the end of each calendar month, and at the latest one (1) calendar month after Elia has received:

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

all the necessary data relating to [BRP]'s CDS Allocations from the CDS Operators.

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

b) Regularization

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

The invoice is sent out according to an annual cycle. Once this regularization expires, [BRP]'s Imbalances are final.

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

according to Article 22.

29.4.2. Invoice for external inconsistency

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

30 RULES FOR CALCULATING THE IMBALANCE PRICE

30.1. General

This article describes components used for the calculation of the Imbalance Price. Those components are defined in accordance with the EU EBGL Guidelines as well as therefrom resulting methodologies and the Belgian legislation as well as therefrom resulting methodologies.

The Imbalance Price is calculated based on two components: the main component related to the activation of balancing energy from frequency restauration reserves and imbalance netting, and the additional component.

The calculation of the main component depends on the System Imbalance. In case the System Imbalance is negative or null, the Marginal Incremental Price (MIP) forms the main component. In case the System Imbalance is strictly positive, the Marginal Decremental Price (MDP) forms the main component. The MIP and the MDP are calculated using the stipulations in accordance of either:

- Article 30.2 for the situation before aFRR EU Go-Live and before mFRR Technical Go-Live; or
- Article 30.3 for the situation after aFRR EU Go-Live and before mFRR Technical Go-Live ; or
- Article 30.4 for the situation before aFRR EU Go-Live and after mFRR Technical Go-Live ; or
- Article 30.5 for the situation after aFRR EU Go-Live and after mFRR Technical Go-Live.

The calculation of the additional component is set using the stipulations in accordance of Article 30.6~~30.6~~. This additional component (the alpha component: α) is added to the MIP in case of negative or null System Imbalance, and subtracted from the MDP in case of strictly positive System Imbalance, to form the Imbalance Price.

Formatted: Font: (Default) Times New Roman, 11 pt, Do not check spelling or grammar

The direction of System Imbalance is calculated in accordance with Article 30.7~~30.7~~.

Formatted: Font: (Default) Times New Roman, 11 pt, Do not check spelling or grammar

30.2. Calculation of the Marginal Incremental Price and the Marginal Decremental Price before aFRR EU Go-Live and before mFRR Technical Go-Live

30.2.1. Calculation of the Marginal Incremental Price

The Marginal Incremental Price corresponds to the maximum of the following elements:

1. The element accounting for aFRR regulation corresponding to the weighted average of the activation prices for aFRR regulation in the positive direction, calculated as follows:

$$\frac{\sum_{k=activated\ bids_{ISP}}\left(aFRR\ Requested_{pos,act,k,ISP} * Time_{pos,act,k,ISP} * aFRR\ Price_{pos,act,k,ISP}\right)}{\sum_{k=activated\ bids_{ISP}}\left(aFRR\ Requested_{pos,act,k,ISP} * Time_{pos,act,k,ISP}\right)}$$

Where

- $aFRR\ Requested_{pos,act,k,ISP}$ the aFRR Requested for regulation in a positive direction per aFRR Balancing Energy Bid k during the Imbalance Settlement Period ISP, expressed in MW;
- $Time_{pos,act,k,ISP}$: the time that aFRR Balancing Energy Bid k is activated for regulation in a positive direction during the Imbalance Settlement Period ISP, expressed in hours;
- $aFRR\ Price_{pos,act,k,ISP}$: the activation price of aFRR Balancing Energy Bid k for regulation in a positive direction during the Imbalance Settlement Period ISP, expressed in €/MWh;

If no aFRR Balancing Energy Bids for regulation in a positive direction are activated during this Imbalance Settlement Period, then the lowest bid price of all aFRR Energy Bids for regulation in that direction that are available at the moment of the Balancing Energy Gate Closure Time for that ISP shall be used instead of the above formula.

2. The element accounting for mFRR regulation corresponding to the marginal price of mFRR activation in the positive direction, which equals the highest bid price of all mFRR Energy Bids activated in a positive direction during the Imbalance Settlement Period. In case no mFRR Energy Bids are activated in the positive direction during the Imbalance Settlement Period, this element is inexistent.

3. The element accounting for regulation in the positive direction at Elia's request in the framework of the mFRR sharing agreements between TSOs. This element is equal to the agreed price defined in the bilateral contracts with the corresponding TSO. In case Elia had no such request in the positive direction during the Imbalance Settlement Period, this element is inexistent.

The following items are excluded from the Marginal Incremental Price:

- The prices for the regulation from the IN-Platform;
- The prices of the balancing energy bids activated for other purposes than balancing (according to the T&C BSP);

- The price of the RD energy bids (including when they are activated according to the LFCBOA[17])
- The activation of FCR;
- When Elia activates mFRR Energy Bids at the request of a neighboring TSO in the framework of the mFRR sharing agreements.

30.2.2. Calculation of the Marginal Decremental Price

The Marginal Decremental Price corresponds to the minimum of the following elements:

1. The element accounting for aFRR regulation corresponding to the weighted average of activation prices for aFRR regulation in the negative direction, calculated as follows:

$$\frac{\sum_{k=activated\ bids_{ISP}}\left(aFRR\ Requested_{neg,act,k,ISP} * Time_{neg,act,k,ISP} * aFRR\ Price_{neg,act,k,ISP}\right)}{\sum_{k=activated\ bids_{ISP}}\left(aFRR\ Requested_{neg,act,k,ISP} * Time_{neg,act,k,ISP}\right)}$$

Where

- $aFRR\ Requested_{neg,act,k,ISP}$ the aFRR Requested for regulation in a negative direction per aFRR Balancing Energy Bid k during the Imbalance Settlement Period ISP, expressed in MW;
- $Time_{neg,act,k,ISP}$: the time that aFRR Balancing Energy Bid k is activated for regulation in a negative direction during the Imbalance Settlement Period ISP, expressed in hours;
- $aFRR\ Price_{neg,act,k,ISP}$: the activation price of aFRR Balancing Energy Bid k for regulation in a negative direction during the Imbalance Settlement Period ISP, expressed in €/MWh;

If no aFRR Balancing Energy Bids for regulation in the negative direction are activated during this Imbalance Settlement Period, then the highest price of the all aFRR Energy Bids for regulation in that direction that are available at the moment of the Balancing Energy Gate Closure Time for that ISP shall be used instead of the above formula.

2. The element accounting for mFRR regulation corresponding to the marginal price of mFRR activation in the negative direction, which equals the lowest bid price of all mFRR Energy Bids activated in a negative direction during the Imbalance Settlement

[17] « LFC block operational agreement » referred to in Article 119 of the Commission Regulation (EU) 2017/1485 of 2 August 2017

Period. In case no mFRR Energy Bids are activated in the negative direction during the Imbalance Settlement Period, this element is inexistent.

3. The element accounting for regulation in the negative direction at Elia's request in the framework of the mFRR sharing agreements between TSOs, which is equal to the agreed price defined in the bilateral contracts with the corresponding TSO. In case Elia had no such request in the negative direction during the Imbalance Settlement Period, this element is inexistent.

The following items are excluded from the Marginal Decremental Price:

- The prices for the regulation from the IN-Platform;
- The price of the balancing energy bids activated for other purposes than balancing (according to the T&C BSP);
- The price of the RD energy bids (including when they are activated according to the LFCBOA)
- The activation of FCR;
- When Elia activates mFRR Energy Bids at the request of a neighboring TSO in the framework of the mFRR sharing agreements.

30.3. Calculation of the Marginal Incremental Price and the Marginal Decremental Price after aFRR EU Go-Live and before mFRR Technical Go-Live

30.3.1. Calculation of the Marginal Incremental Price

The Marginal Incremental Price is calculated as follows:

- If the System Imbalance as defined in Art. 30.7 is in the range [-25;0] MW for a given ISP, the Marginal Incremental Price equals the average between the VoAA in the positive direction and the VoAA in the negative direction for this ISP.
- Otherwise, the Marginal Incremental Price corresponds to the maximum of the following elements:

1. The element accounting for aFRR regulation calculated as follows:

i. In case Elia is connected to the aFRR-Platform, the weighted average of aFRR Marginal Prices, calculated as follows:

$$\frac{\sum_{OC_{ISP}}\left(abs(aFRR\ SD_{OC,ISP}) * MP\_aFRR_{OC,ISP}\right)}{\sum_{OC_{ISP}}\left(abs\left(aFRR\ SD_{OC,ISP}\right)\right)}$$

Where

- Optimisation Cycle or "OC" is defined in Article 1;

- $aFRR\ SD_{OC,ISP}$ corresponds to the aFRR Satisfied Demand, as defined in Article 1, for the Optimisation Cycle OC during the relevant ISP, expressed in MW.
- $MP\_aFRR_{OC,ISP}$ is the aFRR Marginal Price in case Elia is connected to the aFRR-Platform for the Optimisation Cycle OC during the relevant ISP, expressed in €/MWh.

ii. In case Elia is disconnected from the aFRR-Platform, the weighted average of prices for aFRR regulation, calculated as follows:

$$\frac{\sum_{ts\ \in ISP}(abs(Global\ CT_{ts}) * MP\_aFRR_{ts})}{\sum_{ts\ \in ISP}(abs(Global\ CT_{ts}))}$$

Where

- ts is the Time Step, as defined in Article 1.
- *Global CT*$_{ts}$ is the global control target, as described in the Balancing Rules, for the Time Step "ts", expressed in MW.
- *MP_aFRR*$_{ts}$ is the aFRR Marginal Price in case Elia is disconnected from the aFRR-Platform, for the Time Step "ts", expressed in €/MWh.

iii. In case Elia is connected to the aFRR-Platform during a part of the ISP and disconnected during the other part of the ISP, the weighted average of the elements defined in (i) and (ii).

iv. In case the elements defined in (i) or (ii) cannot be calculated (e.g. no aFRR Satisfied Demand or no global control target different from 0MW during this ISP), then the floor (i.e. item 4 listed below) is used instead.

2. The element accounting for mFRR regulation corresponding to the marginal price of mFRR activation in the positive direction, which equals the highest bid price of all mFRR Energy Bids activated in a positive direction during the Imbalance Settlement Period. In case no mFRR Energy Bids are activated in the positive direction during the Imbalance Settlement Period, this element is inexistent.

3. The element accounting for regulation in the positive direction at Elia's request in the framework of the mFRR sharing agreements between TSOs. This element is equal to the agreed price defined in the bilateral contracts with the corresponding TSO. In case Elia had no such request in the positive direction during the Imbalance Settlement Period, this element is inexistent.

4. The imbalance price limitation measure (i.e. floor), equal to the maximum of the VoAA in the positive and the VoAA in the negative direction for this Imbalance Settlement Period.

The following items are excluded from the Marginal Incremental Price:

- The prices for the regulation from the IN-Platform;
- The prices of the balancing energy bids activated for other purposes than balancing (according to the T&C BSP);
- The price of the RD energy bids (including when they are activated according to the LFCBOA)
- The activation of FCR;
- When Elia activates mFRR Energy Bids at the request of a neighboring TSO in the framework of the mFRR sharing agreements.

30.3.2. Calculation of the Marginal Decremental Price

The Marginal Decremental Price is calculated as follows:

- If the System Imbalance as defined in Art. 30.7 is in the range]0;25] MW for a given ISP, the Marginal Decremental Price equals the average between the VoAA in the positive direction and the VoAA in the negative direction for this ISP.
- Otherwise, the Marginal Decremental Price corresponds to the minimum of the following elements:

1. The element accounting for aFRR regulation calculated as follows:

i. In case Elia is connected to the aFRR-Platform, the weighted average of aFRR Marginal Prices, calculated as follows:

$$\frac{\sum_{OC_{ISP}}\left(abs(aFRR\ SD_{OC,ISP}) * MP\_aFRR_{OC,ISP}\right)}{\sum_{OC_{ISP}}\left(abs\left(aFRR\ SD_{OC,ISP}\right)\right)}$$

Where

- Optimisation Cycle or "OC" is as defined in Article 1;
- $aFRR\ SD_{OC,ISP}$: the aFRR Satisfied Demand, as defined in Article 1, for the Optimisation Cycle OC during the relevant ISP, expressed in MW.
- $MP\_aFRR_{OC,ISP}$ is the aFRR Marginal Price in case Elia is connected to the aFRR-Platform for the Optimisation Cycle OC during the relevant ISP, expressed in €/MWh

ii. In case Elia is disconnected from the aFRR-Platform, the weighted average of prices for aFRR regulation, calculated as follows:

$$\frac{\sum_{ts\ \in ISP}\left(abs(Global\ CT_{ts}) * MP\_aFRR_{ts}\right)}{\sum_{ts\ \in ISP}(abs(Global\ CT_{ts}))}$$

Where

- ts is the Time Step as defined in Article 1*;*
- *Global* CT_{ts} is the global control target, as described in the Balancing Rules, for the Time Step "ts", expressed in MW;
- MP_aFRR_{ts} is the aFRR Marginal Price, in case Elia is disconnected from the aFRR-Platform, for the Time Step "ts", expressed in €/MWh.

iii. In case Elia is connected to the aFRR-Platform during a part of the quarter-hour and disconnected during the other part of the quarter-hour, the weighted average of the elements defined in (i) and (ii).

iv. In case the elements defined in (i) or (ii) cannot be calculated (e.g. no aFRR Satisfied Demand or no global control target different from 0MW during this ISP), the cap (i.e. item 4 listed below) is used instead.

2. The element accounting for mFRR regulation corresponding to the marginal price of mFRR activation in the negative direction, which equals the lowest bid price of all mFRR Energy Bids activated in a negative direction during the Imbalance Settlement Period. In case no mFRR Energy Bids are activated in the negative direction during the Imbalance Settlement Period, this element is inexistent.

3. The element accounting for regulation in the negative direction at Elia's request in the framework of the mFRR sharing agreements between TSOs, which is equal to the agreed price defined in the bilateral contracts with the corresponding TSO. In case Elia had no such request in the negative direction during the Imbalance Settlement Period, this element is inexistent.

4. The imbalance price limitation measure (i.e. cap), equal to the minimum of the VoAA in the positive and the VoAA in the negative direction for this Imbalance Settlement Period.

The following items are excluded from the Marginal Decremental Price:

- The prices for the regulation from the IN-Platform;
- The prices of the balancing energy bids activated for other purposes than balancing (according to the T&C BSP);
- The price of the RD energy bids (including when they are activated according to the LFCBOA)
- The activation of FCR;
- When Elia activates mFRR Energy Bids at the request of a neighboring TSO in the framework of the mFRR sharing agreements.

30.4. Calculation of the Marginal Incremental Price and the Marginal Decremental Price before aFRR EU Go-Live and after mFRR Technical Go-Live

30.4.1. Calculation of the Marginal Incremental Price

The Marginal Incremental Price is calculated as follows:

- If the System Imbalance as defined in Art. 30.7 is in the range [-25;0] MW for a given ISP, the Marginal Incremental Price equals the average between the VoAA in the positive direction and the VoAA in the negative direction for this ISP.
- Otherwise, the Marginal Incremental Price corresponds to the maximum of the following elements:

1. The element accounting for aFRR regulation corresponding to the weighted average of activation prices for aFRR regulation in the positive direction, calculated as follows:

$$\frac{\sum_{k=activated\ bids_{ISP}}\left(aFRR\ Requested_{pos,act,k,ISP} * Time_{pos,act,k,ISP} * aFRR\ Price_{pos,act,k,ISP}\right)}{\sum_{k=activated\ bids_{ISP}}\left(aFRR\ Requested_{pos,act,k,ISP} * Time_{pos,act,k,ISP}\right)}$$

Where

- $aFRR\ Requested_{pos,act,k,ISP}$ the aFRR Requested for regulation in a positive direction per aFRR Balancing Energy Bid k during Imbalance Settlement Period ISP, expressed in MW;
- $Time_{pos,act,k,ISP}$: the time that aFRR Balancing Energy Bid k is activated for regulation in a positive direction during Imbalance Settlement Period ISP, expressed in hours;
- $aFRR\ Price_{pos,act,k,ISP}$: the activation price of aFRR Balancing Energy Bid k for regulation in a positive direction during Imbalance Settlement Period ISP, expressed in €/MWh;

If no aFRR Balancing Energy Bids for regulation in a positive direction are activated during this Imbalance Settlement Period, then the lowest bid price of all aFRR Energy Bids for regulation in that direction that are available at the moment of the Balancing Energy Gate Closure Time for that ISP shall be used instead of the above formula.

2. The element accounting for mFRR regulation corresponding to the mFRR Marginal Price (MP_mFRR) in the positive direction, which equals the highest of the following prices:

a. MP_mFRR_{SA}, considered only in case ELIA has a mFRR Satisfied Demand in the positive direction for the scheduled activation process for this ISP;

b. $MP\_mFRR_{DA,\ UP,\ current\ ISP}$, considered only in case ELIA has a mFRR Satisfied Demand in the positive direction for the direct activation process for this ISP (for which the activation lasts until the end of the following ISP);

c. $MP\_mFRR_{DA,\ UP,\ previous\ ISP}$, considered only in case ELIA has a mFRR Satisfied Demand in the positive direction for the direct activation process for the previous ISP (for which activation lasts until the end of the current ISP).

3. The imbalance price limitation measure (i.e. floor), equal to the maximum of the VoAA in the positive and the VoAA in the negative direction for this Imbalance Settlement Period.

The following items are excluded from the Marginal Incremental Price:

- The prices for the regulation from the IN-Platform;
- The prices for balancing energy bids activated for other purposes than balancing (according to the T&C BSP);
- The price of the RD energy bids (including when they are activated according to the LFCBOA)
- The activation of FCR;
- Prices defined in bilateral contracts in the framework of mFRR sharing agreements between neighboring TSOs (whether at the request of ELIA or at the request of the neighboring TSO).

30.4.2. Calculation of the Marginal Decremental Price

The Marginal Decremental Price is calculated as follows:

- If the System Imbalance as defined in Art. 30.7 is in the range]0;25] MW for a given ISP, the Marginal Decremental Price equals the average between the VoAA in the positive direction and the VoAA in the negative direction for this ISP.
- Otherwise, the Marginal Decremental Price corresponds to the minimum of the following elements:

1. The element accounting for aFRR regulation corresponding to the weighted average of activation prices for aFRR regulation in the negative direction, calculated as follows:

$$\frac{\sum_{k=activated\ bids_{ISP}}\left(aFRR\ Requested_{neg,act,k,ISP} * Time_{neg,act,k,ISP} * aFRR\ Price_{neg,act,k,ISP}\right)}{\sum_{k=activated\ bids_{ISP}}\left(aFRR\ Requested_{neg,act,k,ISP} * Time_{neg,act,k,ISP}\right)}$$

Where

- $aFRR\ Requested_{neg,act,k,ISP}$ the aFRR Requested for regulation in a negative direction per aFRR Balancing Energy Bid k during Imbalance Settlement Period ISP, expressed in MW;
- $Time_{neg,act,k,ISP}$: the time that aFRR Balancing Energy Bid k is activated for regulation in a negative direction during Imbalance Settlement Period ISP, expressed in hours;
- $aFRR\ Price_{neg,act,k,ISP}$: the activation price of aFRR Balancing Energy Bid k for regulation in a negative direction during Imbalance Settlement Period ISP, expressed in €/MWh.

If no aFRR Balancing Energy Bids for regulation in the negative direction are activated during this Imbalance Settlement Period, then the highest price of the all

aFRR Energy Bids for regulation in that direction that are available at the moment of the Balancing Energy Gate Closure Time for that ISP shall be used instead of the above formula.

2. The element accounting for mFRR regulation corresponding to the mFRR Marginal Price (MP_mFRR) in the negative direction, which equals the lowest of the following prices:

   a. $MP\_mFRR_{SA,\ ISP}$, considered only in case ELIA has a mFRR Satisfied Demand in the negative direction for the scheduled activation process for this ISP;

   b. $MP\_mFRR_{DA,\ DOWN,\ current\ ISP}$, considered only in case ELIA has a mFRR Satisfied Demand in the negative direction for the direct activation process for this ISP (for which the activation lasts until the end of the following ISP);

   c. $MP\_mFRR_{DA,\ DOWN,\ previous\ ISP}$, considered only in case ELIA has a mFRR Satisfied Demand in the negative direction for the direct activation process for the previous ISP (for which activation lasts until the end of the current ISP).

3. The imbalance price limitation measure (i.e. cap), equal to the minimum of the VoAA in the positive and the VoAA in the negative direction for this Imbalance Settlement Period.

The following items are excluded from the Marginal Decremental Price:

- The prices for the regulation from the IN-Platform;
- The prices for balancing energy bids activated for other purposes than balancing (according to the T&C BSP);
- The price of the RD energy bids (including when they are activated according to the LFCBOA)
- The activation of FCR;
- Prices defined in bilateral contracts in the framework of mFRR sharing agreements between neighboring TSOs (whether at the request of ELIA or at the request of the neighboring TSO).

30.5. Calculation of the Marginal Incremental Price and the Marginal Decremental Price after aFRR EU Go-Live and after mFRR Technical Go-Live

30.5.1. Calculation of the Marginal Incremental Price

The Marginal Incremental Price is calculated as follows:

- If the System Imbalance as defined in Art. 30.7 is in the range [-25;0] MW for a given ISP, the Marginal Incremental Price equals the average between the VoAA in the positive direction and the VoAA in the negative direction for this ISP.
- Otherwise, the Marginal Incremental Price corresponds to the maximum of the following elements:

  1. The element accounting for aFRR regulation calculated as follows:

i. In case Elia is connected to the aFRR-Platform, the weighted average of aFRR Marginal Prices, calculated as follows:

$$\frac{\sum_{OC_{ISP}}\left(abs(aFRR\ SD_{OC,ISP}) * MP\_aFRR_{OC,ISP}\right)}{\sum_{OC_{ISP}}\left(abs\left(aFRR\ SD_{OC,ISP}\right)\right)}$$

Where

- Optimisation Cycle or "OC" is defined in Article 1;
- $aFRR\ SD_{OC,ISP}$: the aFRR Satisfied Demand, as defined in Article 1, for the Optimisation Cycle OC during the relevant ISP, expressed in MW;
- $MP\_aFRR_{OC,ISP}$ is the aFFR Marginal Price in case Elia is connected to the aFRR-Platform for the Optimisation Cycle OC during the relevant ISP, expressed in €/MWh.

ii. In case Elia is disconnected from the aFRR-Platform, the weighted average of prices for aFRR regulation, calculated as follows:

$$\frac{\sum_{ts\ \in ISP}\left(abs(Global\ CT_{ts}) * MP\_aFRR_{ts}\right)}{\sum_{ts\ \in ISP}(abs(Global\ CT_{ts}))}$$

Where

- ts is the Time Step;
- *Global* CT_{ts} is the global control target, as described in the Balancing Rules, for the Time Step "ts", expressed in MW;
- *MP_aFRR*$_{ts}$ is the aFRR Marginal Price in case Elia is disconnected from the aFRR-Platform, for the Time Step "ts", expressed in €/MWh.

iii. In case Elia is connected to the aFRR-Platform during a part of the ISP and disconnected during the other part of the ISP, the weighted average of the elements defined in (i) and (ii).

iv. In case the elements defined in (i) or (ii) cannot be calculated (e.g. no aFRR Satisfied Demand or no global control target different from 0MW during this ISP), then the floor (i.e. item 3 listed below) is used instead.

2. The element accounting for mFRR regulation corresponding to the mFRR Marginal Price (MP_mFRR) in the positive direction, which equals the highest of the following prices:

   a. MP_mFRR$_{SA,\ ISP}$, considered only in case ELIA has a mFRR Satisfied Demand in the positive direction for the scheduled activation process for this ISP;

b. $MP\_mFRR_{DA,\ UP,\ current\ ISP}$, considered only in case ELIA has a mFRR Satisfied Demand in the positive direction for the direct activation process for this ISP (for which the activation lasts until the end of the following ISP);

c. $MP\_mFRR_{DA,\ UP,\ previous\ ISP}$, considered only in case ELIA has a mFRR Satisfied Demand in the positive direction for the direct activation process for the previous ISP (for which activation lasts until the end of the current ISP).

3. The imbalance price limitation measure (i.e. floor), equal to the maximum of the VoAA in the positive and the VoAA in the negative direction for this Imbalance Settlement Period.

The following items are excluded from the Marginal Incremental Price:

- The prices for the regulation from the IN-Platform;
- The prices for balancing energy bids activated for other purposes than balancing;
- The price of the RD energy bids (including when they are activated according to the LFCBOA);
- The activation of FCR;
- Prices defined in bilateral contracts in the framework of mFRR sharing agreements between neighboring TSOs (whether at the request of ELIA or at the request of the neighboring TSO).

30.5.2. Calculation of the Marginal Decremental Price

The Marginal Decremental Price is calculated as follows:

- If the System Imbalance as defined in Art. 30.7 is in the range]0;25] MW for a given ISP, the Marginal Decremental Price equals the average between the VoAA in the positive direction and the VoAA in the negative direction for this ISP.
- Otherwise, the Marginal Decremental Price corresponds to the minimum of the following elements:

1. The element accounting for aFRR regulation calculated as follows:

i. In case Elia is connected to the aFRR-Platform, the weighted average of aFRR Marginal Prices, calculated as follows:

$$\frac{\sum_{OC_{ISP}}\left(abs(aFRR\ SD_{OC,ISP}) * MP\_aFRR_{OC,ISP}\right)}{\sum_{OC_{ISP}}\left(abs\left(aFRR\ SD_{OC,ISP}\right)\right)}$$

Where

- Optimisation Cycle or "OC" is as defined in Article 1;
- $aFRR\ SD_{OC,ISP}$: the aFRR Satisfied Demand, as defined in Article 1, for the Optimisation Cycle OC during the relevant ISP, expressed in MW.

- $MP\_aFRR_{OC,ISP}$ is the aFRR Marginal Price in case Elia is connected to the aFRR-Platform for the Optimisation Cycle OC during the relevant ISP, expressed in €/MWh

ii. In case Elia is disconnected from the aFRR-Platform, the weighted average of prices for aFRR regulation, calculated as follows:

$$\frac{\sum_{ts \in ISP} (abs(Global\ CT_{ts}) * MP\_aFRR_{ts})}{\sum_{ts \in ISP}(abs(Global\ CT_{ts}))}$$

Where

- ts is the Time Step.
- *Global* CT_{ts} is the global control target, as described in the Balancing Rules, for the Time Step "ts" , expressed in MW.
- $MP\_aFRR_{ts,neg,j}$ is the aFRR Marginal Price, in case Elia is disconnected from the aFRR-Platform, for the Time Step "ts", expressed in €/MWh.

iii. In case Elia is connected to the aFRR-Platform during a part of the quarter-hour and disconnected during the other part of the quarter-hour, the weighted average of the elements defined in (i) and (ii).

iv. In case the elements defined in (i) or (ii) cannot be calculated (e.g. no aFRR Satisfied Demand or no global control target different from 0MW during this ISP), the cap (i.e. item 3 listed below) is used instead.

2. The element accounting for mFRR regulation corresponding to the mFRR Marginal Price (MP_mFRR) in the negative direction, which equals the lowest of the following prices:
    a. $MP\_mFRR_{SA,\ ISP}$, considered only in case ELIA has a mFRR Satisfied Demand in the negative direction for the scheduled activation process for this ISP;
    b. $MP\_mFRR_{DA,\ DOWN,\ current\ ISP}$, considered only in case ELIA has a mFRR Satisfied Demand in the negative direction for the direct activation process for this ISP (for which the activation lasts until the end of the following ISP);
    c. $MP\_mFRR_{DA,\ DOWN,\ previous\ ISP}$, considered only in case ELIA has a mFRR Satisfied Demand in the negative direction for the direct activation process for the previous ISP (for which activation lasts until the end of the current ISP).
3. The imbalance price limitation measure (i.e. cap), equal to the minimum of the VoAA in the positive and the VoAA in the negative direction for this Imbalance Settlement Period.

The following items are excluded from the Marginal Decremental Price:

- The prices for the regulation from the IN-Platform;
- The prices for balancing energy bids activated for other purposes than balancing (according to the T&C BSP);
- The price of the RD energy bids (including when they are activated according to the LFCBOA);
- The activation of FCR;
- Prices defined in bilateral contracts in the framework of mFRR sharing agreements between neighboring TSOs (whether at the request of ELIA or at the request of the neighboring TSO).

30.6. Additional component

The ~~i~~Imbalance ~~price~~ Price additional component is referred to as the "alpha component" (α) and is expressed in EUR/MWh. During the period before the connection to at least one of the European Platforms for the exchange of balancing energy (aFRR-Platform/mFRR-Platform), this component is defined in the Tariffs. After the connection to at least one of the two European Platforms, it is defined as follows: ~~It is defined in the Tariffs where it currently reads as follows:~~

- ~~α_{ISP} = 0 if ABS(System Imbalance$_{ISP}$) ≤ 150 MW~~
- α_{ISP} = 0 if ABS(System Imbalance$_{ISP}$) ≤ 150 MW
- α_{ISP} = a+b/(1+exp((c-x)/d)) *cp if ABS(System Imbalance$_{ISP}$) > 150MW
  - with values for the parameters a, b, c, d, x:
    - a = 0 EUR/MWh
    - b = 200 EUR/MWh
    - c = 450 MW
    - d = 65 MW
    - x = AVG[(ABS(System Imbalance$_{ISP}$); ABS(System Imbalance$_{previous\ ISP}$)] i.e. the moving average of the System Imbalance of the applicable ISP and the previous ISP, in absolute values.
  - cp (i.e. correction parameter) is determined by the value of Marginal Incremental Price (MIP) and Marginal Decremental Price (MDP) such that
    - If System Imbalance$_{ISP}$ ≤ 0 then
      - If MIP$_{ISP}$ > 400 EUR/MWh then cp = 0
      - If 200 EUR/MWh < MIP$_{ISP}$ ≤ 400 EUR/MWh then cp = (400 − MIP$_{ISP}$)/ 200
      - If MIP$_{ISP}$ ≤ 200 EUR/MWh; cp = 1

Formatted: Indent: Left: 2 cm, No bullets or numbering

- If System Imbalance$_{ISP}$ > 0 then
  - If MDP$_{ISP}$ ≥ 0 EUR/MWh then cp = 1
  - If -200 EUR/MWh ≤ MDP$_{ISP}$ < 0 EUR/MWh then cp = (MDP$_{ISP}$ + 200)/ 200
  - If MDP$_{ISP}$ < -200 EUR/MWh then cp = 0

- System Imbalance$_{ISP}$ and System Imbalance$_{previous\ ISP}$ are defined in article 30.7 for a given ISP

30.7. Determining the direction of the System Imbalance

30.7.1. Calculation of the System Imbalance before the aFRR EU Go-Live and before the mFRR Technical Go-live

The System Imbalance ("SIj") is determined for each Imbalance Settlement Period j and is equal to the Frequency Recovery Control Error ("FRCE$_j$") minus the Net Control Volume ("NRV$_j$"):

$$SI_j = FRCE_j - NRV_j$$

Where:

- FRCE$_j$: as defined in Article 3 of the SOGL.
- NRV$_j$: equal to the difference between Gross Upward Volume and Gross Downward Volume during the same Imbalance Settlement Period j:

$$NRV_j = GUV_j\text{-}GDV_j$$

The Gross Upward Volume during an Imbalance Settlement Period ("GUV$_j$") is the sum of all the activations for regulation in a positive direction, requested by ELIA during the Imbalance Settlement Period, expressed in MW:

$$GUV_j = IMP_{IGCC,j} + \sum_{k=activated\ bids} \int_{j=ISP} aFRR\ Requested_{pos,act,bid\ k,j}\,dt + \sum_{k=activated\ bids} \int_{j=ISP} mFRR_{pos,act,bid\ k,j}\,dt + \sum_{k=activated\ bids} \int_{j=ISP} Units\ with\ Technical\ Limitations_{pos,act,bid\ k,j}\,dt$$

Where:

- $IMP_{IGCC,j}$: the volume imported by ELIA from the IN-Platform in the framework of Imbalance netting during Imbalance Settlement Period j, expressed in MWs
- $\int_{j=ISP} aFRR\ Requested_{pos,act,bid\ k,j}\,dt$: the integral of the aFRR Requested for regulation in a positive direction, per bid k, during Imbalance Settlement Period j, expressed in MW

- $\int_{j=ISP} mFRR_{pos,act,bid\ k,j}dt$: the integral of the requested volume for mFRR balancing energy for regulation in a positive direction, per bid k, activated by ELIA during Imbalance Settlement Period j, including the mFRR sharing with other TSOs, expressed in MW;

- $\int_{j=ISP} Units\ with\ Technical\ Limitations_{pos,act,bid\ k,j}dt$: the integral of the requested volume for balancing energy bid k for a Unit with Technical Limitations activated by ELIA in a positive direction during Imbalance Settlement Period j, expressed in MW.

The Gross Downward Volume during an Imbalance Settlement Period ("GDV_j") is the sum of all the activations for regulation in a negative direction, requested by ELIA, during the Imbalance Settlement Period, expressed in MW:

$$GDV_j = EXP_{IGCC,j} + \sum_{k=activated\ bids} \int_{j=ISP} aFRR\ Requested_{neg,act,bid\ k,j}dt + \sum_{k=activated\ bids} \int_{j=ISP} mFRR_{neg,act,bid\ k,j}dt + \sum_{k=activated\ bids} \int_{j=ISP} Units\ with\ Technical\ Limitations_{neg,act,bid\ k,j}dt$$

Where:

- $EXP_{IGCC,j}$: the volume exported by ELIA to the IN-Platform in the framework of Imbalance netting during Imbalance Settlement Period j, expressed in MWs

- $\int_{j=ISP} aFRR\ Requested_{neg,act,bid\ k,j}dt$: the integral of the aFRR Requested for regulation in a negative direction, per bid k, during Imbalance Settlement Period j, expressed in MW

- $\int_{j=ISP} mFRR_{pos,act,bid\ k,j}dt$: the integral of the requested volume for mFRR balancing energy for regulation in a negative direction, per bid k, activated by ELIA during Imbalance Settlement Period j, including the mFRR sharing with other TSOs, expressed in MW;

- $\int_{j=ISP} Units\ with\ Technical\ Limitations_{neg,act,bid\ k,ISP}dt$ the integral of the requested volume for balancing energy bid k for a Unit with Technical Limitations activated by ELIA in a negative direction during Imbalance Settlement Period j, expressed in MW

Balancing energy bids activated in the context of congestion management within ELIA's LFC block are not considered in the Gross Upward Volume and the Gross Downward Volume.

30.7.2. Calculation of the System Imbalance after aFRR EU Go-Live and/or mFRR Technical Go-Live

The System Imbalance ("SI") is determined for each Imbalance Settlement Period as the average value over the Imbalance Settlement Period of the instantaneous SI_t, calculated as follows:

$$SI_t = \Delta P_t + k\Delta f_t - (\text{aFRR requested}_t + \text{mFRR requested}_t)$$

Where:

- ΔP_t: the difference between the scheduled and the measured cross-border flows, expressed in MW.

  $$\Delta P_t = P_{measured,t} - P_{scheduled,t}$$

  Where

  - $P_{measured,t}$: the sum of the measured flows on the interconnections between ELIA's LFC block and connected LFC Blocks. Exported flow is considered positive, imported flow is considered negative. The value is expressed in MW.
  - $P_{scheduled,t}$: the sum of the scheduled flows on the interconnections between ELIA's LFC block and connected LFC Blocks. This term does not include the cross-border flows resulting from IN-Platform, from the aFRR-Platform or from the mFRR-Platform. An exported flow is considered positive, an imported flow is considered negative. The value is expressed in MW.

- $k\Delta f_t$: the frequency control error, expressed in MW is the estimate of the actual amount of active power expected in the LFC zone at moment t in response to the system frequency. In other words, this corresponds to the response expected from the FCR-supplying units in ELIA's LFC block at moment t.
- aFRR requested$_t$: as defined in the BSP Contract aFRR, is the instantaneous aFRR requested by Elia taking into account the activation profile, expressed in MW.
- mFRR requested$_t$: is the instantaneous mFRR requested by Elia taking into account the activation profile, expressed in MW.

Elia Transmission Belgium NV/SA, represented by:

"KAM_First_Name" "KAM_Name"	<<Manager_Customer_Relations_First_Name>>
Key Account Manager	<<Manager_Customer_Relations_Last_Name>>
	Manager Customer Relations
Date:	Date:

"Company_Official_Name" "Company_social_status", represented by:

_____	_____
_____	_____
Date:	

Date:

SECTION XV: APPENDICES

APPENDIX 1: STANDARD BANK GUARANTEE FORM ASSOCIATED WITH THE BRP CONTRACT [•]

Bank guarantee at first request issued by **[•]** in favour of: Elia Transmission Belgium, a limited liability company incorporated under Belgian law, with registered office at Boulevard de l'Empereur 20, 1000 Brussels, Belgium, registered with the Register of Legal Entities (Brussels) under number 0731.852.231.

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

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

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

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

This guarantee shall enter into force as of today.

To be valid, any invoking of this guarantee:

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

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

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

This guarantee is governed by and interpreted in accordance with Belgian law and only the Belgian tribunals and courts shall be competent to resolve any disputes with regard to this guarantee.

APPENDIX 2: CONTACT DETAILS

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

For BRP:

GLN code: [•]

EIC code: [•]

Points of contact for contractual relations:

Point of contact 1 for contractual relations[18]	
Language[19]:	[•]
Title:	[•]
First name(s):	[•]
Surname:	[•]
Role:	[•]
Address[20] :	[•] [•]
Tel.:	[•]
Tel. (Mobile) :	[•]
E-mail:	[•]

Tel.: +32 2 382 21 3[illegible] if no reply: +32 2 382 22 97)	
Language[5] :	[•]
Title:	[•]
First name(s):	[•]

[18] The telephone number (mobile if no landline specified) and the email address of the first point of contact are given in the list of Balance Responsible Parties on the Elia website.

[19] Preferred language for individual communication (Dutch/English/French).

[20] Postal address is mandatory for points of contact for contractual relations.

Surname:	[•]
Role:	[•]
Address[6] :	[•] [•]
Tel.:	[•]
Tel. (Mobile) :	[•]
E-mail:	[•]

Points of contact for Daily Balancing Schedules

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

Point of contact/department 1 for email notifications concerning Daily Balancing Schedules	
Language[21]:	[•]
Title:	[•]
First name(s):	[•]
Surname (or department name):	[•]
Email:	[•]

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

[21] Preferred language for individual communication (Dutch/English/French).

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

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

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

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

Point of contact/department 1 to contact by telephone concerning Daily Balancing Schedules

Language[22]:	[•]
Title:	[•]
First name(s):	[•]
Surname (or department name):	[•]
Tel.:	[•]
Tel. (Mobile) :	[•]

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

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

Point of contact/department 4 to contact by telephone concerning Daily Balancing Schedules

[22] Preferred language for individual communication (Dutch/English/French).

Language[8] :	[•]
Title:	[•]
First name(s):	[•]
Surname (or department name):	[•]
Tel.:	[•]
Tel. (Mobile) :	[•]

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

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

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

Point of contact/department available 24 hours a day concerning Daily Balancing Schedules	
Language[23]:	
Title:	[•]
First name(s):	[•]
Surname (or department name):	[•]
Tel.:	[•]

Formatted: English (United States)

[23] Preferred language for individual communication (Dutch/English/French).

Tel. (Mobile) :	[•]
E-mail:	[•]

Point of contact/department 2 available 24 hours a day concerning Daily Balancing Schedules	
Language[9] :	[•]
Title:	[•]
First name(s):	[•]
Surname (or department name):	[•]
Tel.:	[•]
Tel. (Mobile) :	[•]
E-mail:	[•]

Point of contact/department 3 available 24 hours a day concerning Daily Balancing Schedules	
Language[9] :	[•]
Title:	[•]
First name(s):	[•]
Surname (or department name):	[•]
Tel.:	[•]
Tel. (Mobile) :	[•]
E-mail:	[•]

Point of contact/department 4 available 24 hours a day concerning Daily Balancing Schedules	
Language[9] :	[•]
Title:	[•]
First name(s):	[•]
Surname (or department name):	[•]
Tel.:	[•]
Tel. (Mobile) :	[•]
E-mail:	[•]

Point of contact/department 5 available 24 hours a day concerning Daily Balancing Schedules	
Language[9] :	[•]
Title:	[•]
First name(s):	[•]
Surname (or department name):	[•]
Tel.:	[•]
Tel. (Mobile) :	[•]
E-mail:	[•]

Points of contact for Metering and Measurements

Point of contact/department for Metering and Measurements	
Language[24]:	[•]
Title:	[•]
First name(s):	[•]
Surname (or department name):	[•]
Tel.:	[•]
Tel. (Mobile) :	[•]
E-mail:	[•]

Points of contact for invoicing[25]:

1. Company to be invoiced

Company name:	[•]
Legal form:	[•]
Address of re[illegible]ice:	[•] [•]
Company number:	[•]
VAT number:	[•]

2. Address to which to send invoices

Address:	[•] [•]

[24] Preferred language for individual communication (Dutch/English/French).

[25] The information in the grey cells above will appear on the invoice. The other information is required to properly manage company and contact details on our databases.

3. Accounting point of contact/department

Point of contact/department for Metering and Measurements	
Language[26]:	[•]
Title:	[•]
First name(s):	[•]
Surname (or department name):	[•]
Tel.:	[•]
Tel. (Mobile) :	[•]
E-mail:	[•]

4. Electronic invoicing

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

Email address to which to send electronic invoices[27]: [•]

Date: BRP signature:

[26] Preferred language for individual communication (Dutch/English/French).

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

This email address may only be used for electronic invoicing.

For all questions concerning the BRP Contract:

[•][•]

[•]

Boulevard de l'Empereur 20 Keizerslaan

B-1000 Brussels – Belgium

Tel.: [•]

Email: [•]

Or

Customer Services email address

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

Energy Scheduling Office

Tel.: +32 2 382 22 33 (if there is no answer call: +32 2 382 22 00)

Email: dngridaccess@elia.be

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

National Dispatching

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

Email: dispatching@elia.be

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

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

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

https://nominations.elia.be/B2C

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

https://nominations.elia.be/B2B

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

Energy Scheduling Office

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

Email: dngridaccess@elia.be

For the submission of Physical Nominations relating to Injection Points:

See the SA Contract

On-line operation (Day D): National Dispatching

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

Email: dispatching@elia.be

Settlement Services

Boulevard de l'Empereur 20 Keizerslaan

B-1000 Brussels – Belgium

Tel.: +32 2 [illegible] 74 74

Email: Settlement.Services@elia.be

For all matters relating to Metering and Measurements:

Metering Services

Boulevard de l'Empereur 20 Keizerslaan

B-1000 Brussels – Belgium

Tel.: +32 2 546 74 11

Email: Metering.Services@elia.be

APPENDIX 3: POOLING AGREEMENT

The Pooling Agreement referred to in Article 22 of this BRP Contract must be passed on to Elia at the address stated in Appendix 2 to this BRP Contract (for the attention of the point of contact for contractual relations) and, in order to be valid, must **only** contain the wording and information below, and no other wording or information (except for the missing information indicated by asterisks, which must be properly entered by the parties entering into the Pooling Agreement):

Pooling Agreement

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

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

*** (start date of the pool)

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

Declaration of all the Pooling Parties:

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

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

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

**** Date of notification to Elia.

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

APPENDIX 4: PROVISIONS CONCERNING BALANCE RESPONSIBLE PARTIES ASSOCIATED WITH AN OFFSHORE INTERCONNECTOR (BRP$_{O.I.}$)

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

1. PROCEDURE FOR ALLOCATION AT AN OFFSHORE INTERCONNECTOR CONNECTION POINT

A BRP$_{O.I.}$ is allocated, with respect to its Offshore Interconnector Connection Point, an Injection or Offtake in its Balancing Perimeter corresponding to the difference between:

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

2. CONDITIONS APPLYING TO THE NOMINATIONS OF A BRP$_{O.I.}$

As set out in Article 23.2.4, a BRP$_{O.I.}$ must submit a Daily Balancing Schedule to Elia on Day D-1 for each quarter-Hour of Day D for its Offshore Interconnector Connection Point. This Daily Balancing Schedule must correspond to the best estimate of the difference, for each quarter-Hour, between:

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

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

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

APPENDIX 5: NOTIFICATION SENT TO [BRP] IN CONNECTION WITH THE ACTIVATION OF DELIVERY POINTS DP_{PG} IN [BRP]'S BALANCING PERIMETER[28]

This Appendix describes the process for sending notifications to [BRP] in the context of the activation of Delivery Points DP_{PG} located in the Balancing Perimeter of [BRP], as stipulated in Article 20.8.2.

During the activation of Delivery Points DP_{PG} in connection with the activation of an mFRR Energy Bid, the DA/ID Flexibility Service ~~or the SDR Service~~, the transmission system operator will inform [BRP] via a series of notifications as described below.

This information will be sent to [BRP] in the form of an e-mail notification to [BRP] to the contact address available 24 hours a day in accordance with Appendix 2 of this BRP Contract.

Each notification to [BRP] will consist of a table indicating, for each quarter-hour of the day in progress, the following:

a. an assessment of the total volume of flexibility activated in [BRP]'s portfolio (aggregated across all activated Delivery Points[29]);

b. an assessment of the maximum volume of flexibility that can be activated in [BRP]'s portfolio (aggregated across all activated Delivery Points).

This information will be provided to [BRP] on an aggregated basis, as described in Article 20.8.2 of this BRP Contract and in compliance with confidentiality as described in section 16.1 of the Rules for the Organization of the Transfer of Energy.

The total volume of flexibility activated for each quarter-hour in [BRP]'s portfolio is calculated as the sum of the volume of flexibility activated by each Delivery Point located in [BRP]'s portfolio for that quarter-hour, as notified by an FSP to the transmission system operator in accordance with section 14.2 of the Rules for the Organization of the Transfer of Energy.

The maximum volume of flexibility that can be activated per quarter-hour and per direction in [BRP]'s portfolio is calculated as the sum of the maximum power that can be activated in that direction for each Delivery Point located in [BRP]'s portfolio that is communicated to be used by an FSP in a notification

[28] For market situations such as those set out in Articles 8.1 and 8.2 of the Rules for the Organization of the Transfer of Energy.

[29] Such aggregation is effected per quarter-hour for all services provided during said quarter-hour.

from the FSP in connection with the DA/ID Flexibility Service or which included in an mFRR Energy Bid.~~, or which is included in an SDR unit operated by the FSP~~[30]

The transmission system operator sends to [BRP] a notification containing the data described in points a) and b) above or an updated of said data at the following times:

- after an activation request from the transmission system operator to the FSP for an mFRR Energy Bid[31] for which one or more Delivery Points are located in [BRP]'s portfolio;
- ~~after an activation request from the transmission system operator to the FSP for the SDR[32] for which one or more Delivery Points are located in [BRP]'s portfolio;~~
- after receipt by the transmission system operator of a notification of an FSP in connection with the activation of an mFRR Energy Bid, as stipulated in section 14.2.1 of the Rules for the Organization of the Transfer of Energy. Said notification is sent to [BRP] after the end of the period during which the notification sent to the transmission system operator needs to be sent by the FSP, as described in the BSP Contract mFRR;
- ~~after receipt by the transmission system operator of a notification of an FSP in connection with the provision of an SDR Service, as stipulated in section 14.2.2 of the Rules for the Organization of the Transfer of Energy. Said notification is sent to [BRP] after the end of the period during which the notification sent to the transmission system operator needs to be sent by the FSP[33];~~
- after receipt by the transmission system operator of a notification of an FSP in connection with the provision of a DA/ID Flexibility Service, as stipulated in section 14.2.3 of the Rules for the Organization of the Transfer of Energy. Said notification is sent to [BRP] after the end of the period during which the notification sent to the transmission system operator needs to be sent by the FSP[34]. In addition, an additional notification is sent to [BRP], if applicable, as soon as possible after an update to the information provided by the FSP in its second notification in the event that the update is provided after the deadline for said second notification.

[30] Let us imagine that an FSP notifies the transmission system operator that it is using Delivery Points DP1 and DP2 in connection with the supply of the DA/ID Flexibility Service for a given quarter-hour, and that said Delivery Points are located in the portfolio of a single BRP_{source}. In addition, let us suppose that the maximum power that the FSP can activate upwards for said Delivery Points for the DA/ID Flexibility Service is, respectively, +10 MW and +5 MW, and that the maximum power that the FSP can activate downwardly for said Delivery Points for the DA/ID Flexibility Service is, respectively, -15 MW and -5 MW. In this case, the maximum Flexibility Volume that can be activated upward the portfolio of BRP_{source} during said quarter-hour is +15 MW, and the maximum Flexibility Volume that can be activated downwardly in the portfolio of BRP_{source} during said quarter-hour is -20 MW.

~~[32] In this case, a notification is sent no later than one quarter-hour before the start of the actual delivery in connection with an SDR activation.~~

~~[33] Which corresponds to 3 minutes after the start of the activation period for the first FSP notification and 3 minutes after the end of the activation period for the second FSP notification.~~

[34] Which corresponds to 5 minutes before the start of the activation period for the first FSP notification, 3 minutes after the start of the activation period for the second FSP notification and 3 minutes after the end of the activation period for the third FSP notification.

ILLUSTRATION

The example below illustrates the information that is sent to a BRP in connection with one or more activations of flexibility with Delivery Points in its portfolio during a given period of time.

a) Suppose that an FSP has the following pool of Delivery Points:

Delivery Point	BRP_{source}	$DP_{DA/ID,max\_up}$	$DP_{DA/ID,max\_down}$	$DP_{mFRR,max,up}$	$DP_{mFRR,max,down}$	Regime	Service
DP 1	BRP A	+ 10 MW	- 10 MW	-	-	ToE	DA/ID
DP 2	BRP A	+ 7 MW	N/A	-	-	ToE	DA/ID
DP 3	BRP B	+ 8 MW	- 4 MW	-	-	Opt-out	DA/ID
DP4	BRP A	+ 30 MW	- 8 MW	+ 20 MW	- 8 MW	ToE	DA/ID, mFRR

Delivery Points DP1, DP2 and DP4 are located in the Balancing Perimeter of BRP A and Delivery Point DP3 is located in the Balancing Perimeter of BRP B.

b) The FSP sends Elia the following notifications regarding the provision of a DA/ID Flexibility Service during the period from 17:00 to 19:00:

i. First notification sent no later than 5 minutes before the start of the activation (i.e. 16:55), comprising:

- Activation period: 17:00 to 19:00
- List of Delivery Points with which the FSP executes the activation: [DP1, DP2, DP3]
- Total activated volume (MW):

	17:00–17:15	17:15-17:30	17:30-17:45	17:45-18:00	18:00-18:15	18:15-18:30	18:30-18:45	18:45-19:00
Total activated volume	+17 MW	+17 MW	+17 MW	+17 MW	+15 MW	+15 MW	+15 MW	+15 MW

- Volume that each Delivery Point DP_{PG} provides (MW):

	17:00–17:15	17:15-17:30	17:30-17:45	17:45-18:00	18:00-18:15	18:15-18:30	18:30-18:45	18:45-19:00
DP1	+10 MW	+10 MW	+10 MW	+10 MW	+10 MW	+10 MW	+10 MW	+10 MW
DP2	0 MW	0 MW	0 MW	0 MW	0 MW	0 MW	0 MW	0 MW
DP3	+7 MW	+7 MW	+7 MW	+7 MW	+5 MW	+5 MW	+5 MW	+5 MW

ii. Second notification provided no later than three minutes after the start of the activation (i.e. 17:03), comprising an update to the information provided previously (the changes are indicated in red):

- Total activated volume (MW):

	17:00–17:15	17:15-17:30	17:30-17:45	17:45-18:00	18:00-18:15	18:15-18:30	18:30-18:45	18:45-19:00
Total activated volume	+17 MW	+17 MW	+17 MW	+17 MW	+15 MW	+15 MW	+15 MW	+15 MW

- Volume that each Delivery Point DP_{PG} provides (MW):

	17:00–17:15	17:15-17:30	17:30-17:45	17:45-18:00	18:00-18:15	18:15-18:30	18:30-18:45	18:45-19:00
DP1	+10 MW	+10 MW	+10 MW	+10 MW	+10 MW	+10 MW	+10 MW	+10 MW
DP2	+2 MW	+2 MW	+2 MW	+2 MW	+2 MW	+2 MW	+2 MW	+2 MW
DP3	+5 MW	+5 MW	+5 MW	+5 MW	+3 MW	+3 MW	+3 MW	+3 MW

iii. Final notification provided no later than three minutes after the end of the activation (i.e. 19:03), comprising an update to the information provided previously. The changes are indicated in red:

- Total activated volume (MW):

	17:00–17:15	17:15-17:30	17:30-17:45	17:45-18:00	18:00-18:15	18:15-18:30	18:30-18:45	18:45-19:00
Total activated volume	+17 MW	+17 MW	+17 MW	+17 MW	+16 MW	+16 MW	+16 MW	+16 MW

- Volume that each DP_{PG} Delivery Point provided (MW):

	17:00–17:15	17:15-17:30	17:30-17:45	17:45-18:00	18:00-18:15	18:15-18:30	18:30-18:45	18:45-19:00
DP1	+10 MW	+10 MW	+10 MW	+10 MW	+10 MW	+10 MW	+10 MW	+10 MW
DP2	+2 MW	+2 MW	+2 MW	+2 MW	+3 MW	+3 MW	+3 MW	+3 MW
DP3	+5 MW	+5 MW	+5 MW	+5 MW	+3 MW	+3 MW	+3 MW	+3 MW

c) Further suppose that, during the DA/ID activation, Elia requests the activation of an mFRR Energy Bid in which only DP4 is used. Suppose the following example of an activation request

sent at 17:22[35] corresponding to a volume of 15 MW during the period 17:30 to 17:45. Due to this activation request, there is an overlap between two activations affecting BRP A's Balancing Perimeter.[36]

d) The FSP, in its capacity as BSP, agrees to and confirms the activation request and sends the associated notifications to Elia:

i. Acceptance message. In this example, it is assumed that the acceptance message is supposed to be sent by the BSP to Elia before 17:28[37] and contains the following information:

- Total activated volume (MW):

	17:30- 17:45
Total activated volume	+15 MW

- Volume that each Delivery Point DP_{PG} will provide (MW):

	17:30- 17:45
DP4	+15 MW

ii. Confirmation message. In this example, it is assumed that the confirmation message is supposed to be sent by the BSP to Elia before 17:58[38] and contains the following information:

- Total activated volume:

	17:30- 17:45
Total activated volume	+15 MW

- Volume that each Delivery Point DP_{PG} provided (MW):

17:30- 17:45

[35] The purpose of this example is to illustrate the information provided to [BRP]. The precise moment at which an activation request can be made is determined in the BSP Contract mFRR.

[36] In the current example, the two activations are effected by the same FSP and pertain to different services (i.e. DA/ID Flexibility Service and mFRR Balancing Service). However, the same principles in terms of notifying [BRP] of the total impact of activations from DP_{PG} Delivery Points on its Balancing Perimeter apply in the event that multiple FSPs effect activations, and independently of the fact that these are activations in connection with the provision of the DA/ID Flexibility Service, the mFRR Balancing Service ~~and/or the SDR Service~~.

[37] This example illustrates the information provided to [BRP]. The rules on deadlines and specific times at which the BSP must deliver notifications to Elia are defined in the BSP Contract mFRR.

[38] This example illustrates the information provided to [BRP]. The rules on deadlines and specific times at which the BSP must deliver notifications to Elia are defined in the BSP Contract mFRR.

DP4	+15 MW

e) The events described above lead to a set of notifications sent to BRP A[39]:

i. First notification sent after the first FSP notification concerning the provision of the DA/ID Flexibility Service (as soon as possible after 16:55[40])

Total activated volume and maximum volume that can be activated in BRP's portfolio	**17:00–17:15**	**17:15-17:30**	**17:30-17:45**	**17:45-18:00**	**18:00-18:15**	**18:15-18:30**	**18:30-18:45**	**18:45-19:00**
BRP A	+10 [-10,+17]	+10 [-10,+17]	+10 [-10,+17]	+10 [-10,+17]	+10 [-10,+17]	+10 [-10,+17]	+10 [-10,+17]	+10 [-10,+17]

ii. Second notification after the second FSP notification concerning the provision of the DA/ID Flexibility Service (as soon as possible after 17:03):

Total activated volume and maximum volume that can be activated in BRP's portfolio	**17:00–17:15**	**17:15-17:30**	**17:30-17:45**	**17:45-18:00**	**18:00-18:15**	**18:15-18:30**	**18:30-18:45**	**18:45-19:00**
BRP A	+12 [-10,+17]	+12 [-10,+17]	+12 [-10,+17]	+12 [-10,+17]	+12 [-10,+17]	+12 [-10,+17]	+12 [-10,+17]	+12 [-10,+17]

iii. Third notification after the mFRR Energy Bid activation request (as soon as possible after 17:22):

Total activated volume and maximum volume that can be activated in BRP's portfolio	**17:00–17:15**	**17:15-17:30**	**17:30-17:45**	**17:45-18:00**	**18:00-18:15**	**18:15-18:30**	**18:30-18:45**	**18:45-19:00**

[39] For reasons of conciseness in this document, the notifications sent to BRP B are not described here.
[40] At 16:55, the information contained in notifications from the FSPs to the transmission system operator are processed and aggregated before being sent to the BRP.

BRP A	+12 [-10,+17]	+12 [-10,+17]	+12 [-18,+37]	+12 [-10,+17]	+12 [-10,+17]	+12 [-10,+17]	+12 [-10,+17]	+12 [-10,+17]

Due to the fact that an additional Delivery Point located in BRP A's portfolio is used for the mFRR Energy Bid, the maximum volume that can be activated in BRP A's portfolio is updated.

iv. Fourth notification after the mFRR Energy Bid acceptance message (as soon as possible after 17:28):

Total activated volume and maximum volume that can be activated in BRP's portfolio	**17:00–17:15**	**17:15-17:30**	**17:30-17:45**	**17:45-18:00**	**18:00-18:15**	**18:15-18:30**	**18:30-18:45**	**18:45-19:00**
BRP A	+12 [-10,+17]	+12 [-10,+17]	+27 [-18,+37]	+12 [-10,+17]	+12 [-10,+17]	+12 [-10,+17]	+12 [-10,+17]	+12 [-10,+17]

After specifying the contribution per Delivery Point in the acceptance message, the total activated volume from Delivery Points DP_{PG} in BRP A's perimeter is updated. For the mFRR activation period, this corresponds to +27 MW (+12 MW for DA/ID activation using DP1 and DP2 +15 MW for mFRR activation using DP4).

v. Fifth notification after the mFRR Energy Bid confirmation message (as soon as possible after 17:58):

Total activated volume and maximum volume that can be activated in BRP's portfolio	**17:00–17:15**	**17:15-17:30**	**17:30-17:45**	**17:45-18:00**	**18:00-18:15**	**18:15-18:30**	**18:30-18:45**	**18:45-19:00**
BRP A	+12 [-10,+17]	+12 [-10,+17]	+27 [-18,+37]	+12 [-10,+17]	+12 [-10,+17]	+12 [-10,+17]	+12 [-10,+17]	+12 [-10,+17]

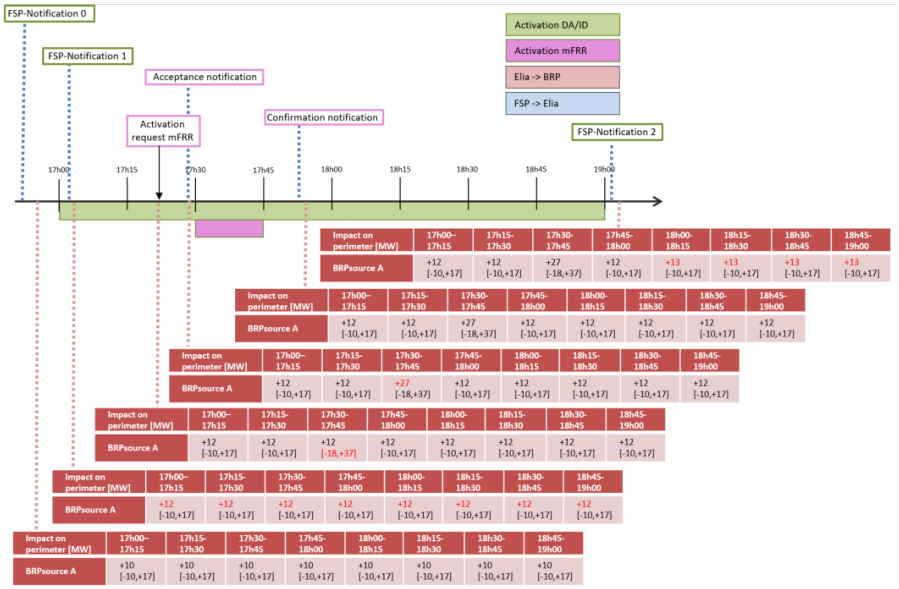
For the given example, the contribution per Delivery Point as notified via the confirmation message is unchanged compared to the information provided in the acceptance message.

vi. Final notification after the final FSP notification concerning the provision of the DA/ID Flexibility Service (as soon as possible after 19:03):

Total activated volume and maximum volume that can	**17:00–17:15**	**17:15-17:30**	**17:30-17:45**	**17:45-18:00**	**18:00-18:15**	**18:15-18:30**	**18:30-18:45**	**18:45-19:00**

be activated in BRP's portfolio								
BRP A	+12 [-10,+17]	+12 [-10,+17]	+27 [-18,+37]	+12 [-10,+17]	+13 [-10,+17]	+13 [-10,+17]	+13 [-10,+17]	+13 [-10,+17]

The diagram below gives an overview of the various notifications:



APPENDIX 6: PROCEDURE IN THE EVENT OF A SEA STORM

Formatted: English (United States)

Formatted: Indent: Left: 0 cm, Line spacing: single

This appendix describes the stages involved in the Elia-initiated procedure that must be followed when Elia detects a foreseeable risk of a Sea Storm for at least one Offshore Power Park Module or when [BRP] detects such a risk for at least one of the Offshore Power Park Modules in its portfolio as described in Article 15.1. This procedure aims to ensure that the relevant BRPs and Elia interact and exchange information in a bid to anticipate and reduce the identified imbalance risk. The procedure consists of several stages, as described below:

1. DETECTION OF A SEA STORM

Elia possesses a Sea Storm forecasting tool enabling it to anticipate the impact (predicted loss of generation) and timings of Sea Storms. When a Sea Storm is detected (36 hours in advance at most), Elia publicly issues a Sea Storm notice detailing the predicted total loss of generation from Offshore Power Park Modules as a result of the Sea Storm, along with the expected duration. At the same time, Elia notifies [BRP] of the predicted loss of generation in [BRP]'s portfolio as a result of the Sea Storm, if [BRP] is responsible for monitoring the Access Point of at least one of the Offshore Power Park Modules affected by the Sea Storm.

Should [BRP] detect the Sea Storm using its own resources, and without having been notified by Elia as described in the previous paragraph, [BRP] will contact Elia by telephone and/or email, as set out in Appendix 2 (On-line operation (Day D): National Dispatching), to share all the relevant information (duration of the storm, expected impact on generation). Following verification of this information by Elia, and where necessary, Elia will then use this information to publicly issue a storm notice as described in the previous paragraph.

When notified by Elia or in the event that it detects a Sea Storm using its own resources, [BRP] will prepare its own analysis indicating the Sea Storm's impact on its Balancing Perimeter and laying out the measures that [BRP] deems necessary for keeping its portfolio balanced, as described in Article 15.

2. BEFORE THE SEA STORM

Between 24 hours and, at the latest, 4 hours before the Sea Storm, and if the impact of the Sea Storm exceeds the contracted mFRR reserves, Elia will contact [BRP] to initiate the Sea Storm mitigation procedure if [BRP] is responsible for monitoring the Access Point of at least one of the Offshore Power Park Modules affected by the Sea Storm. [BRP] must then share with Elia the results of its analysis of the Sea Storm's impact and the measures it plans to take to limit the impact on its balancing perimeter. The choice of measures (adjustment of [BRP]'s Physical Nominations for Injection or Offtake, Internal Commercial Trade or International Exchange) and the time of their application are left to [BRP]'s discretion. Nevertheless, [BRP] is requested to:

- notify Elia, using a dedicated tool, of the type of measures it has chosen and the time it plans to activate them. [BRP] must also indicate the time at which generation is expected to resume in the measures provided to Elia;
- apply these measures by adjusting its Daily Balancing Schedule in accordance with the procedures described in Article 23 and do everything in its power to ensure compliance with Article 243 of the Federal Grid Code, which aims to ensure consistency between the Daily Balancing Schedule and the SA Contract schedules;

- do everything in its power to guarantee that its chosen measures are applied when the Sea Storm starts.

Elia will then analyse the risk posed by the Sea Storm to the balance of the system, taking account of the predicted impact of the Sea Storm as indicated by the forecasting tool and of the measures selected by [BRP]. Once it has done this, Elia will calculate the residual risk, which corresponds to the residual volume (in MW) of imbalance caused by the Sea Storm and for which the affected BRPs have not taken any measures.

3. CLOSE TO THE SEA STORM

This stage begins when the actions described in stage 2 have been taken. It lasts until the Sea Storm starts. Elia uses the latest information supplied by its forecasting tool to update its forecasts concerning the impact and timings of the Sea Storm. It then shares the updated forecasts with the relevant BRPs. Elia contacts [BRP] if [BRP] has not notified it of any mitigation measures.

Should the latest information supplied by the forecasting tool and/or the latest developments in [BRP]'s portfolio cause [BRP] to update its mitigation measures, [BRP] must notify Elia of this.

Elia will then update its residual-risk analysis based on the latest available information.

4. DURING THE SEA STORM

During the Sea Storm, Elia uses the resources at its disposal to restore the balance of the system. At this point, it will be assumed that [BRP] has taken the measures that it communicated to Elia in stage 2. Consequently, no specific communication on the implemented measures is expected.

5. AFTER THE SEA STORM

When the Sea Storm is over, i.e. when at least one of the conditions characterising a Sea Storm is no longer present, the Offshore Power Park Modules can resume generation following coordination between the scheduling agent, the outage planning agent and Elia, in accordance with the provisions of Articles 245, 252 and 253 of the Federal Grid Code.

APPENDIX 7: LOSSES IN CASE A BRP_{DP} DIFFERENT FROM THE BRP_{AP} IS ASSIGNED TO A DELIVERY POINT

1. GENERAL PRINCIPLE

The losses for the BRP_{AP} and the BRP_{DP} in case a BRP_{DP} different from the BRP_{AP} was assigned to a Delivery Point behind an Access Point are described in this Appendix.

The "*total losses*" to be covered are determined in accordance with the article 20.4:

$$total\ losses = \%losses \times Headmetering$$

With:

$$Headmetering = quarterhourly\ measurements\ from\ the\ Headmeter$$

The part of the total losses allocated to the perimeter of the BRP_{AP} is calculated in accordance with section 2 below. The part of the total losses allocated to the perimeter of the BRP_{DP} is calculated in accordance with section 3 below.

An example is shown in section 4 hereinafter.

2. LOSSES ALLOCATED TO THE BRP$_{AP}$

In case of participation of one or several Delivery Points DP_x to the Service downstream an Access Point in the pool of BRP_{AP}, the losses allocated to the BRP_{AP} are calculated as follows:

$$Losses\ allocated\ to\ BRP_{AP} = total\ losses \times \frac{\max(0;\ Corrected\ Metering)}{\max(0; Corrected\ Metering) + \sum_{DP_x} \max(0; DP_{measured,x})}$$

Where,

DP_x is the list of Delivery Points, downstream the concerned Access Point, participating to the Service.

$DP_{measured,x}$ is the $DP_{measured}$ of the Delivery Point DP_x

$$Corrected\ Metering\ (qh) = Headmetering(qh) - total\ energy\ adjustment(qh)$$

3. LOSSES ALLOCATED TO THE BRP$_{DP}$

In case of participation of a Delivery Point to the Service, the losses allocated to the BRP_{DP} are calculated as follows:

$$Losses\ allocated\ to\ BRP_{DP} = total\ losses \times \frac{\max(0; DP_{measured})}{\max(0; Corrected\ Metering) + \sum_{DP_x} \max(0; DP_{measured,x})}$$

Formatted: English (United States)
Formatted: English (United States)
Formatted: English (United States)
Formatted: English (United States)
Formatted: English (United States)
Formatted: English (United States)
Formatted: English (United States)
Formatted: English (United States)

Where,

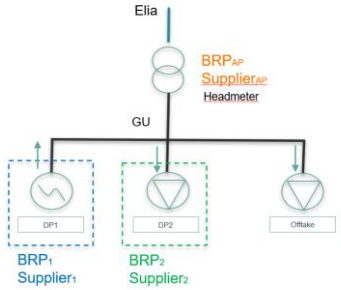
DP_x is the list of Delivery Points, downstream the concerned Access Point, participating to the Service.

$DP_{measured,x}$ is the $DP_{measured}$ of the Delivery Point DP_x

$Corrected\ Metering$ is calculated in accordance with section 2.

4. EXAMPLE OF LOSSES REPARTITION

In this example, we consider that BRP_1 is assigned on Delivery Point 1 (DP_1), BRP_2 is assigned on Delivery Point 2 (DP_2) and that the compensation (%losses) is equal to 2%.



The following table illustrates the application of the losses calculation for the 3 cases:

	Headmetering	DP1 Physical Metering	DP2 Physical Metering	Corrected Metering	total losses	Losses BRPAP	Losses BRP1	Losses BRP2
Case 1	-10 MW (I)	-30 MW	15 MW	5 MW	0 MW	0 MW	0 MW	0 MW
Case 2	5 MW (O)	-10 MW	0 MW	15 MW	0,10 MW	0,10 MW	0 MW	0 MW
Case 3	40 MW (O)	-10 MW	15 MW	35 MW	0,80 MW	0,56 MW	0 MW	0,24 MW

Case 1: Net injection is measured on the Headmeter. There are thus no losses to be allocated for the Access Point and no losses are allocated to any BRP.

Case 2: Net offtake (5 MW) is measured on the Headmeter. The total losses to be allocated are thus equal to 5 MW x 2% = 0.10 MW. The total losses will be split between the BRPs that have a net offtake in their perimeter. In this case, all the total losses are allocated to the BRP_{AP} since it is the only BRP with a net offtake.

Case 3: Net offtake (40 MW) is measured on the Headmeter. The total losses to be allocated are thus equal to 40 MW x 2% = 0.80 MW. The total losses will be split between the BRPs that have a net offtake in their perimeter. In this case, the total losses are allocated to the BRP_{AP} and BRP2 at pro rata of their contribution to the offtake. No loss is allocated to BRP1 since it is not contributing to the offtake.

$$Losses\ BRP_{AP} = total\ losses \times \frac{Corrected\ Metering}{Corrected\ Metering + DP_{2,measured}}$$

$$Losses\ BRP_{2} = total\ losses \times \frac{DP_{2,measured}}{Corrected\ Metering + DP_{2,measured}}$$

Formatted: Norm2.0