

## **CONTRACT FOR THE DELIVERY OF OUTAGES AND MARKET INFORMATION PUBLICATION**

This Contract is valid between

- Elia Transmission Belgium, a limited liability company incorporated under Belgian law, having its registered office at 1000 Brussels, Boulevard de l'Empereur / Keizerslaan 20, registered in the Belgian Crossroads Bank of Enterprises under number 0731.852.231 and represented by **[Name]**, in function of **[Role]**;  
Hereinafter referred to as “**Elia**”.

and

- **[Market Participant name]**, a company established under **[Country]** law with registered offices at **[Address]**, company registration number **[Number]**, ACER registration code **[Number]** and validly represented by **[Name]**, in function of **[Role]**;  
Hereinafter referred to as “**User**”.

Elia and the User are hereinafter jointly referred to as the “**Parties**” (or individually, a “**Party**”).

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### **WHEREAS:**

In November 2006, Elia and the members of generators' association FEBEG (Belgian Federation of Electricity and Gas Enterprises) launched a voluntary initiative aimed at gradually increasing publications concerning Generation Units. This initiative allows information to be published in a uniform and transparent way and on a neutral website for all market players. Since 2006, some data related to Generation Unit and Production Unit are published on Elia's website, including unit outages.

Thereafter, two European regulations (1227/2011 & 543/2013) introduces obligations for Market Participants (among which Transmission System Operators) to publish some fundamental data and relevant information related to the electricity market. More precisely,

- European regulation 1227/2011 (REMIT) imposes an obligation for Market Participants to publish Inside Information (Article 4). In ACER's Guidance on the Application of Regulation No 1227/2011 (5th edition on 08 April 2020), the Agency indicates that Inside Information should be published on a dedicated platform, namely an “Inside Information Platform” (IIP). This means an electronic system for the delivery of information which allows multiple Market Participants to share information with the wide public.
- European regulation 543/2013 (Transparency Regulation) imposes an obligation for Market Participants to publish some fundamental data on Central Information Transparency Platform. This regulation makes a distinction between the Primary Owner of Data and the Data Provider.

In the framework of this Contract, Elia proposes the following Publication Services:

- Provision of an Elia Inside Information Platform compliant with ACER's requirements. The Elia Group IIP is an online platform, where Market Participants can publish their Inside Information in order to reach the general public as well as other Market Participants that visit the Elia Group IIP and allow them free of charge, fast and easy access to such Inside Information. The Elia Group IIP is listed on ACER's following web page: <https://www.acer-remit.eu/portal/list-inside-platforms>.

- Processing and sending Outage Data owned by Primary Owners of Data to ENTSOE as Data Provider. From then on, ENTSOE bears the responsibility to publish the data on its Central Information Transparency Platform. Elia also publishes Outage Data related to Production and Generation Unit on the Website.

This Contract shall govern the provision and use of these Publication Services.

#### DEFINITIONS:

1. **ACER:** the European Agency for the Cooperation of Energy Regulators.
2. **Central Information Transparency Platform:** within the meaning of Article 3 of the Transparency Regulation, is a platform operated by ENTSOE, where it publishes all data which TSOs are required to submit to ENTSOE in accordance with said Regulation.
3. **Consumption Unit:** as defined in Article 2 (5) of the Transparency Regulation, is a resource which receives electrical energy for its own use, excluding TSOs and Distribution Systems Operators (DSOs);
4. **Data Provider:** as defined in Article 2 (14) of the Transparency Regulation, the entity that is sending the data to the Central Information Transparency Platform;
5. **Electricity Facilities:** facilities for production of electricity (Production Unit and Generation Unit), facilities for consumption of electricity (Consumption Unit), facilities for transmission of electricity and other types of electric facilities such as electric power storage unit.
6. **Elia:** Elia Transmission Belgium NV/SA, the company designated as the Belgian TSO, by Ministerial Decree of January 13, 2020, effective as of December 31, 2019 and for a renewable period of 20 years.
7. **Elia Group IIP:** Elia's Inside Information Platform available on Elia Group website. In its Guidance on the Application of Regulation No 1227/2011 (5<sup>th</sup> edition of April 8, 2020) ACER provides additional clarification on the obligation to publish inside information on a platform. Chapter 7.2.1 of the Guidance states: "*The transparency of the wholesale energy markets requires the disclosure of inside information in a manner that enables the dissemination of information to as wide a public as possible, granting easy and equal access to all users of this information (Inside Information Platform, i.e. an electronic system for the delivery of information which allows multiple market participants to share information with the wide public and complies with the minimum quality requirements listed in Chapter 7.2.2)*".
8. **ENTSOE:** European Network of Transmission System Operators for Electricity, as defined by Articles 28 et seq. of Regulation 2019/943.
9. **Generation Unit:** as defined in Article 2 (17) of the Transparency Regulation, is a single electricity generator belonging to a Production Unit.
10. **Grid User:** as defined in Article 2§1, 57° of the Federal Grid Code (*Arrêté royal établissant un règlement technique pour la gestion du réseau de transport de l'électricité et l'accès à celui-ci – 22/04/2019*).

11. **Inside Information:** within the meaning of Article 2.1 of REMIT, is information of a precise nature which has not been made public, which relates, directly or indirectly to one or more wholesale energy products and which, if it were made public, would be likely to significantly affect the prices of those wholesale energy products.
12. **Market Participant:** within the meaning of Article 2.7 of REMIT, is any person, including transmission system operators, who enters into transactions, including the placing of orders to trade in one or more wholesale energy markets within the European Union.
13. **Operations Manual:** Manual elaborated by Elia describing the technical requirements for the submission of Data to Elia for a publication on Central Information Transparency Platform, on Elia Group IIP and on the Website. The Manual is available on the IIP page of the Elia Group website.
14. **Outage Data:** the data of Transparency Regulation related to Articles 7 and 15 which are detailed in Article 4.1 of the present Contract
15. **Primary Owner of Data:** as defined in Article 2 (23) of the Transparency Regulation, is the entity which creates the Data.
16. **Production Unit:** as defined in Article 2 (24) of the Transparency Regulation, is a facility for generation of electricity made up of a single Generation Unit or of an aggregation of Generation Units.
17. **Publication Services:** Services proposed by Elia for the User in the framework of this Contract regarding publication of Outage Data and/or Inside Information, described in Article 1 of this Contract
18. **Regulation 2019/943:** Regulation (EU) No 2019/943 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity.
19. **REMIT:** Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency came into force on December 28, 2011.
20. **Transparency Regulation:** Commission Regulation (EU) No 543/2013 of 14 June 2013 on submission and publication of data in electricity markets and amending Annex I to Regulation (EC) No 714/2009 of the European Parliament and of the Council, as amended.
21. **TSO:** Transmission System Operator, as defined in Article 2, 8° of the Belgian Electricity Act of April 29, 1999, as amended.
22. **User:** Market Participant, Primary Owner of Data or any third party acting on their behalf, who signs this Contract and will use Publication Services proposed by Elia under this Contract, whether a natural person or a legal person.
23. **Visitors:** third parties, other than the Users, that visit the Elia Group IIP or the Website.
24. **Website:** any web page with the domain name "elia.be".

25. **Working Day:** any calendar day except for Saturday, Sunday and Belgian public holidays

**IN VIEW OF THIS, THE PARTIES HAVE AGREED AS FOLLOWS:**

**Article 1: the Publication Services**

Subject to the present Contract, Elia provides, free of charge, the following Publication Services.

The User shall indicate which Publication Service it intends to use among the following options:

1. Option 1. Service for submitting Outage Data to ENTSOE. Processing the Outage Data of the User and submitting the data to ENTSOE as Data Provider and publishing it on the Website.
2. Option 2. Service for publication on Elia Group IIP. Publishing Inside Information of the User on Elia Group IIP where it can be accessed and retrieved free of charge by the Visitors of the Elia Group IIP.
3. Option 3. Service for publication on Elia Group IIP and submitting Outage Data to ENTSOE. Consisting of the two services above:
  - Processing the Outage Data of the User and submitting the data to ENTSOE as Data Provider and publishing it on the Website.
  - Publishing Inside Information of the User on Elia Group IIP where it can be accessed and retrieved free of charge by the Visitors of the Elia Group IIP

The choice of the User will be formalized in Annex 1 of this Contract.

The choice of the User formalized in Annex 1 of this Contract may be modified by submitting an updated document based on template in Annex 1 via e-mail to the Elia *Contractual responsible* and Elia *Transparency operational*, as per Annex 4. Following the request of an update of Annex 1, Elia disposes of 10 Working Days to approve the modifications, notify the User of the approval (or reasons for rejection) and the exact date of entry into force via e-mail to the User *Contractual responsible* and User *Transparency operational*, as per Annex 4.

The scope of Outage Data and Inside Information related to the proposed services is detailed in Article 4.

**Article 2: Application – Entry into force of the Contract**

This Contract will enter into force after signature by Elia and the User.

If the User is a third party acting on behalf of a Grid User, the Grid User must sign the Annex 3 of this Contract to give its approval.

**Article 3: Licenses**

By submitting Outage Data to Elia, under option 1 or 3 of the Publication Services described in Article 1 of this Contract, the User grants Elia the non-exclusive right :

- To process and to submit the Data to ENTSOE, who bears the responsibility to publish it on its Central Information Platform;

- To use (including without limitation to reproduce, to distribute, to disseminate, to communicate, or to import) the Outage Data; and
- To make Outage Data freely available to the public on its Website under license terms to be determined by Elia in its sole discretion (including without limitation Creative Commons Licenses), through whatever means.

By submitting Inside Information to the Elia Group IIP, under option 2 or 3 of the Publication Services described in Article 1 of this Contract, the User grants Elia the non-exclusive right :

- To use (including without limitation to reproduce, to distribute, to disseminate, to communicate, or to import) the Inside Information; and
- To make Inside Information freely available to the public on the Elia Group IIP under license terms to be determined by Elia in its sole discretion (including without limitation Creative Commons Licenses), through whatever means.

#### **Article 4: Data in scope of the Publication Services**

##### **1. Outage Data**

Outage Data, sent by Elia to ENTSOE in the framework of this Contract and for which Grid User is and remains Primary Owner of Data, are given below (per article of the Transparency Regulation).

- **Article 7:** Information relating to the unavailability of Consumption Units as described in the Transparency Regulation
- **Article 15:** Information relating to the unavailability of Generation and Production Units as described in the Transparency Regulation

In the framework of this Contract, Outage Data related to Article 15 are also published by Elia on the Website<sup>1</sup>.

This scope applies only on the detailed list of Electricity Facilities described by the User in Annex 2.

##### **2. Inside Information**

The scope of the Elia Group IIP corresponds to all Information related to Electricity Facilities defined as an Inside Information under the REMIT regulation. They are divided in two categories related to different web feed configurations:

1. Unavailability of Electricity Facilities – which corresponds to planned or unplanned electricity unavailability that are likely to significantly affect wholesale energy prices. These publications are available on Elia Group IIP since 1/01/2021<sup>2</sup>.
2. Other market information – which corresponds to Inside Information related to Electricity Facilities that do not fall under category 1. Typically these are events that are likely to significantly affect wholesale energy prices but are less structured and less frequent by nature than unavailability of facilities (for example: reporting corporate or market developments, commissioning a new Generation Unit etc.). These publications are available on Elia Group IIP since 01/07/2021.

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<sup>1</sup> Contrary to description given in Transparency Regulation under the Article 15, on Elia publication related to unavailability of Production and Generation Unit on Website, there is no minimum capacity threshold of 100MW.

<sup>2</sup> For Production and Generation Units, a minimum capacity threshold of 25MW is set for *Unavailability of Electricity Facilities* publication on Elia Group IIP

The list of Electricity Facilities described in Annex 2 of this Contract may be modified by submitting an updated list based on template in Annex 2 via e-mail to the Elia *Contractual responsible* and Elia *Transparency operational*, as per Annex 4. Following the request of an update of Annex 2, Elia disposes of 10 Working Days to approve the modifications, notify the User of the approval (or reasons for rejection) and the exact date of entry into force via e-mail to the User *Contractual responsible* and User *Transparency operational*, as per Annex 4. If a change in Annex 2 is related to a unit for which the User is a third party acting on behalf of a Grid User, the Grid User Declaration should be provided or updated as well, based on template in Annex 3 as stipulated in Article 2 of this Contract.

## **Article 5: Representations, warranties and obligations of the User**

### **1. Representations, warranties and obligations of the User – option 1 of the Article 1**

If the User chooses the Service for submitting Outage Data to ENTSOE (option 1), it represents and warrants that:

- a) It is a Primary Owner of Data or the Primary Owner of Data has signed the Annex 3 of this Contract.
- b) it has all rights, power and authority necessary to submit the Outage Data to Elia for a publication on Central Information Transparency Platform and/or on the Website.
- c) It complies with any obligations on Outage Data provided in applicable regulations of the European Union.
- d) It complies with the technical requirements as stated in the Operations Manual, as published and amended by Elia from time to time, for the submission of Data to Elia for a publication on Central Information Transparency Platform and on the Website.

Furthermore, the User shall:

- e) Ensure that the Outage Data, is complete, of the required quality and provided in a timely manner so as to allow to meet obligations under the Transparency Regulation in relation to the timing of the publication.
- f) Ensure that in the event the Outage Data to be submitted under the Services contain personal data within the meaning of Article 4.1 of Regulation 2016/679 (GDPR), such personal data shall be processed in compliance with this Regulation, including but not limited to the collection of the consent of the data subjects, if such consent is necessary.
- g) Notify Elia in a timely manner of any error or delay that occurs while sending data to Elia, as well as any event that may affect the security or the integrity of Elia or its Services, by written notice, in the manner provided in Article 8 of the Contract.
- h) Respect the intellectual property rights of Elia and of third parties, including on the software and on the trademarks put to use the Services.
- i) Indemnify and hold Elia harmless from any damage claim that has been brought to Elia by its Visitors or any third party that is, directly or indirectly, related to the actions of the User vis-à-vis the Services, including, but not limited to, the violation of REMIT and other applicable regulations, the violation of applicable law in general, the violation of the Contract or any other measure issued by Elia or a competent authority, including any regulatory authority having jurisdiction.

## 2. Representations, warranties and obligations of the User – option 2 of the Article 1

If the User chooses the Service for publication on Elia Group IIP (option 2), it represents and warrants that:

- a) It is a Market Participant, within the meaning of Article 2.7 of REMIT.
- b) It is registered pursuant to Article 9 of REMIT.
- c) If it acts on behalf of another Market Participant, this Market Participant has signed the Annex 3 of this Contract.
- d) it has all rights, power and authority necessary to disclose the Inside Information in the Elia Group IIP.
- e) It complies with any obligations on Inside Information provided in applicable regulations of the European Union, and the most recent Guidance provided by ACER, when submitting Inside Information to the Elia Group IIP.
- f) Comply with the technical requirements as stated in the Operations Manual, as published and amended by Elia from time to time, for the submission of Inside Information on the Elia Group IIP.
- g) It only uses the Elia Group IIP in order to disclose Inside Information, as defined in Article 2.1, second subparagraph of REMIT, which means that the information must meet the following cumulative conditions: (1) information of a precise nature, (2) which has not been made public, (3) which relates, directly or indirectly, to one or more wholesale energy products and (4) which, if it were made public, would be likely to significantly affect the prices of those wholesale energy products.

Furthermore, the User shall:

- h) Make the Inside Information as concise and as specific as reasonably possible, as well as precise and complete enough to allow a correct understanding of the underlying event(s) that might potentially affect the prices of wholesale energy products.
- i) Disclose the Inside Information in a timely manner, as described in the most recent Guidance provided by ACER, and without prejudice to the exceptional delayed disclosure provided in Article 4.2 of REMIT.
- j) Ensure that in the event the Inside Information to be submitted under the Services contain personal data within the meaning of Article 4.1 of Regulation 2016/679 (GDPR), such personal data shall be processed in compliance with this Regulation, including but not limited to the collection of the consent of the data subjects, if such consent is necessary.
- k) Notify Elia in a timely manner of any error or delay that occurs while sending data to Elia, as well as any event that may affect the security or the integrity of Elia or its Services, by written notice, in the manner provided in Article 8 of the Contract.
- l) The User disposes of the necessary back-up solution, in case of publication issue on Elia Group IIP notified by Elia to the User, as foreseen in Article 6.
- m) Respect the intellectual property rights of Elia and of third parties, including on the software and on the trademarks put to use the Services.
- n) Indemnify and hold Elia harmless from any damage claim that has been brought to Elia by its Visitors or any third party that is, directly or indirectly, related to the actions of the User vis-à-vis the Services, including, but not limited to, the violation of REMIT and other applicable regulations, the violation of applicable law in general, the violation of the Contract or any other measure issued by Elia or a competent authority, including any regulatory authority having jurisdiction.

### 3. Representations, warranties and obligations of the User – option 3 of the Article 1

If the User chooses the Service for publication on Elia Group IIP and submitting Outage Data to ENTSOE, it represents and warrants that:

- a) It is a Primary Owner of Data or the Primary Owner of Data has signed the Annex 3 of this Contract
- b) It is a Market Participant, within the meaning of Article 2.7 of REMIT.
- c) It is registered pursuant to Article 9 of REMIT.
- d) If it acts on behalf of another Market Participant, this Market Participant has signed the Annex 3 of this Contract.
- e) It has all rights, power and authority necessary to submit the Outage Data and Inside Information to Elia for a publication on Elia Group IIP, Central Information Transparency Platform and/or on the Website.
- f) It complies with any obligations on Outage Data provided in applicable regulations of the European Union, and the most recent Guidance provided by ACER, when submitting Inside Information to the Elia Group IIP.
- g) It complies with the technical requirements as stated in the Operations Manual, as published and amended by Elia from time to time, for the submission of Data to Elia for a publication on Elia Group IIP, Central Information Transparency Platform and on the Website.
- h) It only uses the Elia Group IIP in order to disclose Inside Information, as defined in Article 2.1, second subparagraph of REMIT, which means that the information must meet the following cumulative conditions: (1) information of a precise nature, (2) which has not been made public, (3) which relates, directly or indirectly, to one or more wholesale energy products and (4) which, if it were made public, would be likely to significantly affect the prices of those wholesale energy products.

Furthermore, the User shall:

- i) Make the Inside Information as concise and as specific as reasonably possible, as well as precise and complete enough to allow a correct understanding of the underlying event(s) that might potentially affect the prices of wholesale energy products.
- j) Disclose the Inside Information in a timely manner, as described in the most recent Guidance provided by ACER, and without prejudice to the exceptional delayed disclosure provided in Article 4.2 of REMIT.
- k) Ensure that the Outage Data, is complete, of the required quality and provided in a timely manner so as to allow to meet obligations under the Transparency Regulation in relation to the timing of the publication.
- l) Ensure that in the event the Outage Data and Inside Information to be submitted under the Services contain personal data within the meaning of Article 4.1 of Regulation 2016/679 (GDPR), such personal data shall be processed in compliance with this Regulation, including but not limited to the collection of the consent of the data subjects, if such consent is necessary.
- m) Notify Elia in a timely manner of any error or delay that occurs while sending data to Elia, as well as any event that may affect the security or the integrity of Elia or its Services, by written notice, in the manner provided in Article 8 of the Contract.
- n) The User disposes of the necessary back-up solution, in case of publication issue on Elia Group IIP notified by Elia to the User, as foreseen in Article 6.
- o) Respect the intellectual property rights of Elia and of third parties, including on the software and on the trademarks put to use the Services.



- p) Indemnify and hold Elia harmless from any damage claim that has been brought to Elia by its Visitors or any third party that is, directly or indirectly, related to the actions of the User vis-à-vis the Services, including, but not limited to, the violation of REMIT and other applicable regulations, the violation of applicable law in general, the violation of the Contract or any other measure issued by Elia or a competent authority, including any regulatory authority having jurisdiction.

#### **Article 6: Obligations of Elia**

Elia will respect the formalism defined by REMIT and the Transparency Regulation as well as the implementing regulation, the guidelines, the Manual of Procedures or any documentation specifying the publication modalities of the information and the historical information available.

Elia will take all reasonable and practicable steps to maintain the continuity and access to the Services at all times, but will not be responsible for any suspension, interruption or temporary unavailability of the Services, provided that Elia has not acted with gross negligence or willful misconduct in connection therewith. Elia shall inform the User when a technical problem prevents publication on the Elia Group IIP. The notification will be sent by Elia via e-mail to the User *Contact in case of publication issue*, as per Annex 4.

Elia will ensure that all necessary maintenance work is carried out, which may lead to temporary limitation of its functionality, including the suspension of the Services. In case of maintenance works on tools impacting Elia's publication process, Elia shall inform the User of the likely consequences and of their scheduled duration. The notification will be sent by Elia via e-mail to the User *Contact in case of publication issue*, as per Annex 4.

Elia will bear no responsibility for contents submitted to Elia. Some fields may be pre-filled by Elia with the consent of the User, but will not lead to any liability regarding the publication for Elia, as this lies and remains with the User.

Elia may, under its own responsibility, subcontract part or all of the Services to third parties.

Elia's obligations have a best-efforts nature.

#### **Article 7: Liability – Force Majeure**

The liability of Elia under the Contract shall be limited to cases of gross negligence or willful misconduct.

Except gross negligence or willful misconduct, neither Party shall be liable to the other for any loss of profit, loss of business, or any other indirect incidental, special, or consequential damages of any kind arising from a breach of their obligations under the Contract.

Neither Party shall be entitled to hold the other Party's group companies, officers, employees or contractors liable for any breach by the other Party of the Contract.

Neither Party shall be liable for default due to Force Majeure. "Force Majeure" means the occurrence of an event which (i) is outside the reasonable control of the affected Party and (ii) which prevents such Party from performing one or more of its obligations under the Contract, provided that (iii) such event or the impact of such event on the Party's performance of relevant obligation(s) could not reasonably have

been overcome or have been prevented by such Party within the time allowed for performance of the relevant obligation(s).

Neither party shall be liable for any interruption, delay or anomaly in the access of the Elia Group IIP and its content and/or use of the Publication Service, related to power outages, loss of internet access, accidents, natural disasters, fires, strikes, or any other event beyond the control of the defaulting Party.

Elia shall not be liable for the choice of Publication Services made by the User.

Elia is not responsible for actions or consequences by actions taken by its Visitors or any third party, on the basis of the content of the Outage Data or Inside Information provided by the User.

The User shall be liable for any damages suffered by Elia, which are, directly or indirectly related to the actions of the User vis-à-vis the Services, including, but not limited to, the violation of the Transparency Regulation, the violation of REMIT and other applicable Regulations, the violation of applicable law in general, the violation of the Contract or any other measure issued by Elia or a competent authority, including any regulatory authority having jurisdiction.

#### **Article 8: Termination of the Contract and Remedies**

Each Party has the right to terminate the Contract without giving any reasons and without prior authorization by the court, upon 30 Working Days written notice, in the manner provided in Article 9 of the Contract.

Notwithstanding the paragraph above, either Party may terminate the Contract by written notice if the other Party fundamentally breaches its obligations and such fundamental breach is not remedied within 15 Working Days after written notice, in the manner provided in Article 9 of the Contract, in which the non-defaulting Party specifically indicates the nature of the breach and its intention to invoke this shorter notice period. The deadline of 15 Working Days can be extended by the impacted Party.

The termination of the Contract shall not affect the applicable rights and provisions of the Contract governing liability, dispute resolution, or any other rights or obligations in the Contract which by nature are intended to survive its termination.

#### **Article 9: Contact information**

Contact information of Parties are detailed in Annex 4. Parties keep the contact details up to date by exchanging the filled out template in Annex 4 via e-mail to the *Contractual Responsible* and the *Transparency operational*, as per Annex 4.

Any written notice referred to in this Contract shall be sent by registered letter or by e-mail.

#### **Article 10: Severability**

The possible nullity, invalidity and/or unenforceability of any of the provisions of the Contract shall in no way compromise the validity and/or enforceability of its other provisions. In addition, the Parties undertake to negotiate in good faith in the event of nullity, invalidity or unenforceability of one or more

provisions of the Contract in order to replace the provision in question with a valid and enforceable provision closest to the initial intention of the Parties.

**Article 11: Changes to the Contract**

Elia reserves the right to change the terms that apply to the Contract. The User will be notified of such amendment including the date of entry into force of the new Contract. The amendments shall enter into force as indicated by Elia to the User in the notification but not earlier than 14 days after such notification. User shall review the new Contract. In case User does not agree with the amendments that would be applicable to the Contract currently in force, User may terminate the Contract.

**Article 12: Applicable Law and Competent Courts**

This Contract is exclusively governed by Belgian law, to the exclusion of its conflicts of law provisions. Any dispute concerning its validity, interpretation or implementation will be brought before the competent court in Brussels, which has exclusive jurisdiction to hear such dispute.

\* \* \*

Signature by User

Location:

Date:

Signature

Name:

Function:

Signature by Elia

Location:

Date:

Signature

Name:

Function:

## **ANNEX 1: Choice of the Publication Services**

### User identification

User name<sup>3</sup>:

User address:

User company number:

User ACER registration code<sup>4</sup>:

User EIC code:

### Choice of the User

Please, tick one choice in the three following options:

- Option 1. Service for submitting Outage Data to ENTSOE. Processing the Outage Data of the User and submitting the data to ENTSOE as Data Provider and publishing it on the Website.
- Option 2. Service for publication on Elia Group IIP. Publishing Inside Information of the User on Elia Group IIP where it can be accessed and retrieved free of charge by the Visitors of the Elia Group IIP.
- Option 3. Service for publication on Elia Group IIP and submitting Outage Data to ENTSOE. Consisting of the two services above.

### Signature by User

Location:

Date:

Signature

Name:

Function:

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<sup>3</sup> If User chooses Option 2 or 3, it's the official name of the Market Participant as registered with ACER

<sup>4</sup> If User chooses Option 2 or 3, this field is mandatory



**ANNEX 3: Grid User Declaration**

In accordance with Article 2 of this Contract, when a third party acts on behalf of a Grid User who is the Primary Owner of Data, Elia must receive the proof that the Grid User agrees without reserve with the terms of this Contract by signing the present Grid User Declaration.

A single Grid User Declaration can include one or a list of Electricity Facilities related to the concerned Grid User. Hereby, the Grid User declares to agree with the following clauses:

- The present Grid User Declaration only applies for the Electricity Facilities listed in the table below.
- The Grid User hereby acknowledges that all given information in this Grid User Declaration is true and accurate.
- The Grid User has a contractual or regulated relationship with the third party acting on its behalf.
- The Grid User hereby gives permission to the third party to enter into this Contract with Elia for Publication Services chosen in Annex 1 on Electrical facilities for which Grid User is Primary Owner of Data.
- The Grid User acknowledges that the present document is valid for each Electricity Facility listed in Annex 2 until the submission of a new Grid User declaration signed and validated by the Grid User. The present Grid User Declaration remains valid until its expiry date for all Electricity Facility listed in Annex 2 not concerned by the aforementioned new Grid User Declaration.
- Details of the concerned Electricity Facilities in the *table below*:

<u>Unit code (EAN)</u>	<u>Unit Name</u>	<u>Installed Capacity (MW)</u>	<u>Unit EIC Code</u>

Grid User identification

Grid User name:

Grid User address:

Grid User company number:

Signature by Grid User

Location:

Signature

Date:

Name and function:

**ANNEX 4: Contact Details**

Version: DD/MM/YYYY

For Elia:

<p><b>Contractual responsible</b> Name: E-mail: Phone: Address: Elia Transmission Belgium NV Customer Relations Boulevard de l'Empereur 20 1000 Brussels</p>
<p><b>Transparency operational</b> Name: Christian da Cruz E-mail: transparency@elia.be Phone: +32 478 88 86 49 Address: Elia Transmission Belgium NV Operations&amp;Data Boulevard de l'Empereur 20 1000 Brussels</p>

For the User:

<p><b>Contractual responsible</b> Name: E-mail: Phone: Address:</p>
<p><b>Transparency operational</b> Name: E-mail: Phone: Address:</p>
<p><b>Contact in case of publication interruption</b> E-mail:</p>