

# Single Allocation Platform Cooperation Agreement (SAP CA)

*\* Confidential information omitted under [-] pursuant to article 7.4 of Annex 1 (Requirements for the Single Allocation Platform (SAP) and the SAP cost sharing methodology dated 22 March 2023) of the ACER Decision on the SAP.*

This Agreement, dated on 1st of October 2018, is made by and between the undersigned:

1. **50Hertz Transmission GmbH**, a company incorporated under the laws of Germany, having its registered office at Heidestraße 2, 10557 Berlin, Germany, registered under the number HRB 84446 B (Amtsgericht Charlottenburg), (hereafter **50Hertz**);
2. **Amprion GmbH**, a private limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany, having its registered office at Rheinlanddamm 24, 44139 Dortmund, registered with the Amtsgericht Dortmund, under number HRB 15940, (hereafter **Amprion**);
3. **AS “Augstsprieguma tīkls”**, a company incorporated and validly existing under the laws of the Republic of Latvia, with V.A.T. number LV40003575567, having its registered office at Darzciema Street 86, Riga, LV-1073, Latvia, registered with the Commercial Register of the Republic of Latvia with the registration number 40003575567, (hereafter **AST**);
4. **Austrian Power Grid AG**, a company incorporated under the laws of Austria in the form of an AG, with registered office at IZD Tower, Wagramer Str. 19, 1220 Wien Austria, registered with Commercial Court in Vienna with Number FN 177696v, (hereafter **APG**);
5. **BritNed Development Limited**, a company incorporated under the laws of England and Wales with number 04251409 whose registered office is at 1-3 Strand, London WC2N 5EH (hereafter **BritNed**);
6. **ČEPS, a.s.**, a company incorporated under the laws of the Czech Republic, having its registered office at Elektrárenská 774/2, 101 52 Praha 10, Czech Republic, registered with the Company Register administrated by the Municipal Court in Prague, Section B, File 5597 under number 25702556 (hereafter **CEPS**);
7. **Croatian Transmission System Operator Ltd.**, a limited liability company incorporated under the laws of **Croatia**, having its registered office at **Kupska 4, 10000 Zagreb, Croatia**, registered with the court register of the **Commercial Court in Zagreb** under number **080517105** (hereafter **HOPS**);
8. **EirGrid plc**, a public limited company incorporated and existing under the laws of Ireland, with its registered office at Block 2 – The Oval, 160 Shelbourne Road, Dublin, D04 FW28, Ireland, and registered with the Irish Companies Registration Office under company number 338522 (hereafter **EirGrid**);
9. **ELEKTROENERGIEN SISTEMEN OPERATOR EAD**: company incorporated and validly existing under the laws of the Republic of Bulgaria, having its registered office at 201, Tsar Boris III blvd, 1618 Sofia, Bulgaria, registered with the Commercial Register with VAT BG175201304 (hereafter **ESO**);
10. **Elering AS**, a company incorporated under the laws of Estonia, having its registered office at Kadaka tee, 42, 12915 Tallinn, Estonia, registered in the commercial register at Estonia under number 11022625 (hereafter **Elering**);
11. **ELES, Ltd., Electricity Transmission System Operator**, a limited liability company incorporated under the laws of Slovenia, having its registered office at Hajdrihova, Ulica 2, 1000 Ljubljana, Slovenia, registered with the CSO Register under number 5427223000 (hereafter **ELES**);
12. **Elia System Operator SA**, a company incorporated under the laws of Belgium, having its registered office at Boulevard de l'Empereur 20, 1000 Brussels, Belgium, registered with the Belgian trade and companies registry under number 0476.388.378 (hereafter **Elia**);

13. **Energinet Elsystemansvar A/S**, an Independent Public Enterprise (in Danish: Selvstændig Offentlig Virksomhed) incorporated under the laws of Denmark, having its registered office at Tonne Kjærvej 65, 7000 Fredericia, Denmark, registered with the Danish Business Authority under number 39314959 (hereafter **Energinet**);
14. **Independent Power Transmission Operator S.A.**, a company incorporated under the laws of Greece, having its registered office at Dyrachiou 89 & Kifissou Street, 104 43 Athens, Greece registered with the Greek General Commercial Registry under number 4001001000 (hereinafter **IPTO**);
15. **MAVIR Hungarian Independent Transmission Operator Company Ltd.**, a company incorporated under the laws of **Hungary**, having its registered office at **1031 Budapest, Anikó u. 4., Hungary**, registered with the **Hungarian Company Registry Court of Budapest-Capital Regional Court** under number **01-10-044470** (hereafter **MAVIR**);
16. **Moyle Interconnector Limited**, a private limited company incorporated and existing under the laws of Northern Ireland, with its registered office at 1st Floor – The Arena Building, 85 Ormeau Road, Belfast, BT7 1SH, under company number NI036562 (hereafter **Moyle**);
17. **National Grid Interconnectors Limited**, a company incorporated under the laws of England, having its registered office at 1-3 Strand, London WC2N 5EH, registered under the number 3385525 (hereafter **National Grid**);
18. **National Power Grid Company Transelectrica S.A. ("Transelectrica")**, a company incorporated and validly existing under the laws of **Romania**, having its registered office at 33 General Gheorghe Magheru Blvd., 1st District, Bucharest, **Romania**, registered with the Commercial Register under the number J40/8060/2000 (hereafter **Transelectrica**);
19. **Nemo Link Limited**, a company incorporated under the laws of England, having its registered office at 1-3 Strand, London EC2N 5EH, registered under the number 08169409 (hereafter **Nemo Link**);
20. **Polskie Sieci Elektroenergetyczne S.A.** - with its registered office at Warszawska 165, 05-520 Konstancin-Jeziorna, **Poland**, national court register number: **No. KRS 0000197596, District Court for the Capital City of Warsaw, 14th Commercial Department of the National Court Register** (hereafter **PSE**);
21. **Red Eléctrica de España, S.A.U.**, a company incorporated under the laws of Spain, having its registered office at Paseo del Conde de los Gaitanes, 177 - La Moraleja, Alcobendas, 28109 Madrid, Spain, registered with the Commercial Register of Madrid under Sheet M-452031, Section 8, Page 195, Volume 25097. (hereafter **REE**);
22. **REN – Rede Eléctrica Nacional, S.A.**, a company incorporated under the laws of Portugal, with V.A.T. number PT507866673, having its registered office at Avenida dos Estados Unidos da América, 55, 1749-061 Lisboa - Portugal, registered in the commercial register at Lisbon under number 507 866 673; (hereafter **REN**);
23. **RTE Réseau de Transport d'électricité**, a public limited liability company incorporated under the laws of **France**, having its registered office at **Tour Initiale 1, Terrasse Bellini, TSA 41000, F-92919 La Défense Cedex, France**, registered with the **French** trade and companies registry under number **444 619 258** (hereafter **RTE**);
24. **Slovenská elektrizačná prenosová sústava, a.s.** – with its registered office at Mlynské nivy 59/A, 824 84 Bratislava, Slovakia, incorporated in the Commercial Register kept by the District Court in Bratislava I, Section Sa, Entry 2906/B, with Company Identification No. 35829141, (hereafter **SEPS**);
25. **Tennet TSO B.V.**, a limited liability company incorporated under the laws of the Netherlands, having its registered office at Utrechtseweg 310, 6812 AR Arnhem; P.O. Box 718, 6800 AS

Arnhem, the Netherlands, registered in the commercial register under number 09155985; (hereafter **Tennet TSO B.V.**);

26. **Tennet TSO GmbH**, a company (Gesellschaft mit beschränkter Haftung) incorporated and existing under the laws of Germany having its registered offices at Bernecker Straße 70, 95448 Bayreuth, registered with District Court/Amtsgericht Bayreuth under number 4923, (hereafter **Tennet TSO GmbH**);
27. **Terna – Rete Elettrica Nazionale Società per Azioni**, a company incorporated under the laws of Italy, having its registered office at, Viale Egidio Galbani 70, IT-00156 Rome, Italy, registered with the Trade and Companies Register under number 05779661007, REA no. 922416, (hereafter **Terna**);
28. **TransnetBW GmbH**, a limited liability company (GmbH) incorporated under the laws of Germany, having its registered office at Pariser Platz, Osloer Straße 15-17, 70173 Stuttgart, Germany, registered with the commercial register of Stuttgart under number HRB 740510 (hereafter, **TransnetBW**);

Hereinafter each individually referred to as a “**TSO**” and/or collectively referred to as “**TSOs**” or “**all TSOs**”

AND

29. **Joint Allocation Office S.A.**, a public limited company (*société anonyme*) incorporated under the laws of Luxembourg, having its registered office at 2, rue de Bitbourg, L-1273 Luxembourg-Hamm, Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies registry (*Registre de Commerce et des Sociétés, Luxembourg*) under number B142.282,

hereinafter referred to as “**SAP Operator**”,

hereinafter each individually referred to as a “**Party**” and/or collectively referred to as “**Parties**”.

## WHEREAS

- (a) Having in mind Regulation (EC) No 714/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the network for cross-border exchanges in electricity and repealing regulation (EC) No 1228/2003 (hereinafter referred to as the “**Regulation (EC) 714/2009**”) and Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management (hereinafter referred to as the “**CACM Regulation**”) and Commission Regulation (EU) 2016/1719 of 26 September 2016 establishing a guideline on forward capacity allocation (hereinafter referred to as the “**FCA Regulation**”) and All TSOs' proposal for harmonised allocation rules for long-term transmission rights in accordance with Article 51 of Commission Regulation (EU) 2016/1719 of 26 September 2016 establishing a Guideline on Forward Capacity Allocation with its annexes on regional requirements (hereinafter referred to as the “**HAR**”) and All TSOs' proposal for the establishment of a Single Allocation Platform (SAP) in accordance with Article 49 and for the cost sharing methodology in accordance with Article 59 of Commission Regulation (EU) 2016/1719 establishing a Guideline on Forward Capacity Allocation (hereinafter referred to as the “**SAP Methodology**”) and the statutory and regulatory provisions applicable in the countries the transmission system operators and the Joint Allocation Office belong to.
- (b) In accordance with the FCA Regulation, TSOs, unless having derogation under FCA Regulation article 30(7) where relevant regulatory authorities have decided that long-term transmission

rights shall not be issued by the respective TSOs or that other long-term cross-zonal hedging products shall be made available by the respective TSOs, have the responsibility to establish and operate the SAP.

- (c) On this basis, all TSOs acknowledge and agree that the SAP Operator, is established and operates the SAP, on behalf of the TSOs, in accordance with the legal framework of the place where it is officially registered.
- (d) In accordance with the SAP Methodology the Joint Allocation Office S.A. has been appointed as the SAP Operator. The SAP Operator shall operate on a non-discriminatory basis.
- (e) Therefore, the Parties shall enter into the Single Allocation Platform Cooperation Agreement (hereafter referred to as the "**SAP CA**" or "**Agreement**") to implement the provisions provided in the SAP Methodology.
- (f) The Agreement shall supersede all previous agreements, whether oral or in writing, between the Parties relating to the same scope and delivery period for long-term transmission rights in connection with organization of the explicit long term allocation. [-]
- (g) In this Agreement, unless the context requires otherwise:
  - the singular indicates the plural and vice versa;
  - headings are inserted for convenience only and do not affect the interpretation of this Agreement; and
  - any reference to legislation, regulations, directives, orders, instruments, codes or any other enactment shall include any modification, extension or re-enactment of it when in force.

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IN CONSIDERATION OF THE ABOVE, THE PARTIES HEREBY AGREE, UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS FOLLOWS:

## 1. DEFINITIONS

For the purpose of this Agreement the terms used in this Agreement shall have the meaning of the definitions included in the CACM Regulation, FCA Regulation, the HAR and the SAP Methodology, Regulation (EC) 714/2009, Directive 2009/72/EC of the European Parliament and of the Council of 13<sup>th</sup> July 2009 concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC and Commission Regulation (EU) No 543/2013 of 14<sup>th</sup> 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 (hereafter referred to as **Commission Regulation (EU) No 543/2013**).

In addition for purpose of this Agreement the following terms shall have the following meanings:

<b>Agreement or SAP CA</b>	means this agreement, including any Annex and their further amendments.
<b>Annex</b>	means an annex to this Agreement.
<b>Allocation Border</b>	means as is defined in Article 2(2)d of the SAP Methodology.
<b>Article</b>	means an article of this Agreement unless specifically mentioned otherwise.
<b>Auction</b>	means the process run by the SAP Operator by which Cross Zonal Capacity is offered and allocated to market participants who submit bid(s).
<b>Auction Results</b>	means as is defined in Article 2(2)a of the SAP Methodology.
<b>Auction Tool</b>	means as is defined in Article 2(2) of the HAR.
<b>Business Account</b>	means as is defined in Article 2(2) of the HAR.
<b>Collateral</b>	means cash deposit and/or Bank Guarantee provided by the Registered Participant and accepted by the SAP Operator according to the HAR and additional financial terms to secure payments of the Registered Participant.



<b>Controlled Company</b>	<p>means the situation where a Party:</p> <ul style="list-style-type: none"> <li>• directly or indirectly owns a fraction of the capital in such company that gives a majority of the voting rights at such company's general meetings; or,</li> <li>• holds alone a majority of the voting rights in such company by virtue of an agreement entered into with other partners or shareholders and this is not contrary to such company's interests; or,</li> <li>• effectively determines the decisions taken at such company's general meetings through the voting rights it holds; or,</li> <li>• has the power to appoint or dismiss the majority of the members of such company's administrative, management or supervisory structures; or,</li> <li>• directly or indirectly holds a fraction of the voting rights above 40% of such company and no other partner or shareholder directly or indirectly holds a fraction larger than this participation, or</li> <li>• exerts a decisive influence over such company. The decisive influence is defined according to the organizational, economic and legal links between both undertakings.</li> </ul>
<b>Credit Limit</b>	means as is defined in Article 2(2) of the HAR.
<b>Fee Application Report</b>	means the Annex 4 of this Agreement.
[-]	[-]
[-]	[-]
[-]	[-]
<b>Information System Rules</b>	means as is defined in Article 2(2) of the HAR.
<b>Long-Term Auction</b>	means an Auction in which long-term transmission rights, i.e. the rights with a duration longer than one day, are allocated.
<b>Interconnection Trade Responsible (ITR)</b>	means a Registered Participant entitled to nominate use of the transmission rights or legal person notified by the Registered Participant to the SAP Operator and entitled to nominate use of the transmission rights of such Registered Participant.
<b>Non-Working Day</b>	means Saturdays and Sundays and any public holidays in Luxembourg.

<b>Operational Procedures</b>	means the procedures defining the operational process in relation to respective tasks and for respective Allocation Borders and/or TSOs.
<b>Offered Capacity</b>	means as is defined in Article 2(20) of Regulation (EC) 2013/543.
<b>Participation Agreement</b>	means as is defined in Article 2(2) of the HAR.
<b>Registered Participant</b>	means a market participant who entered into a Participation Agreement with the SAP Operator in order to participate in Auction and/or in a notification of a transfer or the request of a return of transmission rights according to the HAR.
<b>Reduction Period</b>	means as is defined in Article 2(2) of the HAR.
<b>Rights Document</b>	means as is defined in Article 2(2) of the HAR.
<b>[-]</b>	<b>[-]</b>
<b>Single Allocation Platform (SAP)</b>	means the European allocation platform established by all TSOs for forward capacity allocation.
<b>[-]</b>	<b>[-]</b>
<b>SAP Council</b>	has the meaning set out in Article 7.2 and further detailed in Annex 6.
<b>[-]</b>	<b>[-]</b>
<b>SAP Operator</b>	means the vehicle of cooperation providing the SAP Tasks on behalf of all TSOs, in particular the operation of the SAP. All TSOs agree to use Joint Allocation Office S.A. as the SAP Operator.
<b>SAP Tasks</b>	Tasks to be performed by the SAP Operator as defined in Article 3.2.1, 3.2.2 and 3.2.3
<b>Transmission System Operator - TSO</b>	Means a certified legal person responsible for operating, ensuring the maintenance of and/or, if necessary, developing the transmission system in a given area and, where applicable, its interconnections with other systems, and for ensuring the long-term ability of the system to meet reasonable demands for the transmission of electricity. For the avoidance of doubt this includes certified TSOs for HVDC and HVAC interconnectors.
<b>Users Group</b>	means the communication forums (with specific agendas) between the SAP Operator and all Registered Participants.

<b>Working Day</b>	means the calendar days from Monday to Friday when the business can be conducted in Luxembourg excluding public holidays in Luxembourg.
<b>Working Hour</b>	means what is specified in Article 7.7.

## **2. GENERAL CONTEXT AND SCOPE OF THIS AGREEMENT**

### **2.1. General context**

This Agreement shall set forth all rights and obligations of the SAP CA Parties in connection with SAP and contain all relevant Operational Procedures related to the SAP Tasks listed in Article 50 of the FCA Regulation and in Article 3.2 of this Agreement.

In order to specify further obligations and rights which are not specifically covered by this Agreement and shall not fall within the scope of this Agreement, the Parties can enter into other agreements.

The Parties acknowledge that in the event of any contradiction between terms set out in the HAR or the FCA Regulation and terms set out in this Agreement, the HAR or the FCA Regulation shall prevail and the Agreement shall be adapted accordingly.

## **3. PURPOSE OF THE AGREEMENT**

### **3.1. Status of the SAP Operator**

The SAP Operator shall comply with the requirements and processes for participation in the Auctions and transfer as specified in the HAR.

During the execution of the SAP Tasks, the SAP Operator shall act on behalf of the TSOs but on its own name unless otherwise agreed by the SAP CA Parties. The SAP Operator shall be the counterparty to the Registered Participants regarding the rights and obligations arising from the HAR, including any contractual liability in relation to the obligations under the Participation and/or Financial Agreement, and the HAR for all tasks related to the SAP.

The SAP Operator shall enter into agreements with the Registered Participants on behalf of the TSOs but in its own name, covering the commitment of the Registered Participants to comply with the HAR.

Therefore, the SAP Operator agrees and acknowledges that by signing such agreements with the Registered Participants, and in compliance with the relevant provisions of the HAR, it shall bear contractual liability towards the Registered Participants in relation to the performance of its obligations under the HAR for all tasks related to the allocation process.

[-]

### **3.2. SAP Tasks and form of products**

#### **3.2.1. SAP Tasks**

The SAP Operator explicitly accepts to perform the SAP Tasks in compliance with this Agreement, SAP Methodology and HAR. When applicable to the SAP Tasks, the SAP Operator will handle the preparation and conduct of the Auctions, management of transfer registration and return registration of the allocated transmission rights, the settlement of payments and other supportive tasks, as specified in detail by the HAR.

**3.2.2. List of the SAP Tasks pursuant to Article 50 of the FCA Regulation [-]:**

- a) the registration of market participants;
- b) the operation of auction procedures;
- c) the financial settlement of allocated long-term transmission rights with market participants, including management of Collaterals according to the HAR ;
- d) the financial settlement including invoicing (distribution and collection of congestion income and compensations) of allocated long-term transmission rights with TSOs;
- e) the organisation of a fallback procedure pursuant to Article 42 and 46 of the FCA Regulation;
- f) enabling the return of long-term transmission rights pursuant to Article 43 of the FCA Regulation;
- g) facilitating the transfer of long-term transmission rights pursuant to Article 44 of the FCA Regulation;
- h) receiving registration data of the ITRs from Registered Participants and incorporate this information in the Auction Tool;
- i) sending of Rights Documents to the Registered Participants, the TSOs and the ITRs;
- j) providing all necessary information to the Registered Participants, ITRs and TSOs in due time;
- k) management of the suspension and the termination of contractual relations between SAP Operator and the Registered Participants in accordance with the HAR;
- l) the publication of relevant market information pursuant to Article 47 of the FCA Regulation and Article 11 and 12 of Commission Regulation (EU) 543/2013;
- m) reporting of information pursuant to Commission Implementing Regulation (EU) No 1348/2014 Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011;
- n) providing and operating interfaces for data exchange with market participants; and
- o) reporting the relevant information based on legislation and/or upon decision of TSOs and on behalf of TSOs.

**3.2.3. List of the SAP Tasks [-]:**

- a) providing a single point of contact to market participants;
- b) training of TSOs' operators and the Registered Participants' users;
- c) customer relationship (answering to the Registered Participants' questions regarding the Allocation Rules, the process, the IT system, the invoicing/self billing, centralizing the customer expectations, forwarding them to the TSOs and storing them in a dedicated file gathering all customers expectations);
- d) management of Auction contestations;
- e) management of Registered Participants' claims and communication as well as coordination with the TSOs regarding procedure and handling the claims concerned regarding other issues than the response time.

[-]

**3.2.4. Form of products**

The range of products offered in the scope of this Agreement by the SAP Operators includes the following long-term capacity allocation processes:

- a) Yearly Auction;
- b) Non-Calendar Yearly Auction;
- c) Seasonal Auction;
- d) Quarterly Auction;
- e) Monthly Auction;
- f) Weekly Auction;
- g) Weekend Auction.

When applicable to the above SAP Tasks, the SAP Operator will handle the preparation and conduct of the Auctions, management of transfer registration and return registration of the allocated transmission rights, the settlement of payments and other supportive tasks, as specified in detail by the HAR.

[-]

#### **4. AUCTION PROCEDURES**

##### **4.1. Registration of the Participants**

The legal entity wishing to participate in the Auctions/return and/or in the transfer of long-term transmission rights shall enter into a Participation and/or Financial Agreement with the SAP Operator and accept the Information System Rules of Auction Tool and have access to the Auction Tool as per the terms laid down in the HAR. The SAP Operator shall conclude the Participation and/or Financial Agreement with the Registered Participants on behalf of the TSOs but in its own name ensuring that the payment obligations of the Registered Participant are secured in accordance with the HAR. SAP Operator undertakes towards the TSOs to comply strictly with the provisions of the Participation and/or Financial Agreement.

The SAP Operator shall send a confirmation of registration to the new Registered Participant and, amongst other, open a Business Account dedicated to the Registered Participant where applicable and handle and assess the compliance of the provided Collateral by the Registered Participant. The SAP Operator shall be able to verify the validity of Collaterals in form of a Bank Guarantee, calculate and continuously update the Credit Limit of each Registered Participant according to the HAR. The SAP Operator shall be able to check the maximum payment obligation and Credit Limit relation at Bid submission and at closure of the Bidding Period according to the HAR.

The SAP Operator shall monitor the compliance of the Registered Participants with all the requirements under the provisions of the HAR. The SAP Operator shall ensure that the deadlines for the performance of the registrations are respected in accordance to the provisions of the HAR.

[-].

##### **4.2. Operation of Auction Procedures**

###### **4.2.1. Calculation and Publication of the Offered Capacity**

The TSOs or a third party designated by the TSOs shall inform the SAP Operator in due time of the available long-term cross-zonal transmission capacity or net transmission capacity for the respective

Auctions on their respective Allocation Borders for each interconnection, in accordance with the HAR and the Operational Procedures related thereto.

Following this the Offered Capacity shall be computed by the SAP Operator and published on the SAP Operator website including Reduction Periods (if applicable) in due time in accordance with the HAR. The specific characteristics for each Auction, if applicable, are also published on the SAP Operator website in due time.

#### **4.2.2. Receiving Bids**

The SAP Operator shall enable Bids' submission including default Bids in accordance with the HAR and in accordance with the Information System Rules of the Auction Tool.

Bids shall be submitted by the Registered Participants exclusively to the SAP Operator Auction Tool in accordance with the formats defined in the documentation available on the SAP Operator website until the relevant deadline for placing Bids in the specific Auction expires according to the respective Auction Specification. The SAP Operator shall ensure that the Bids that are not submitted in the required format will not be taken into account.

Bids shall be accepted or rejected in accordance with the formats defined in the documentation available on the SAP Operator's website and in accordance with the HAR and consequently be used in the Auction Results determination. The SAP Operator shall maintain a record of all Bids received. After the Bids' submission, the SAP Operator shall be able to determine the Auction Results and publish as soon as possible the provisional Auction Results in accordance with HAR.

#### **4.3. Publication**

The SAP Operator shall publish the following information on its website and update it, if necessary:

- i) the HAR and any relevant annex on regional requirements;
- ii) Auction Specifications prior to the Auction in line with the HAR;
- iii) Auction calendar;
- iv) official public holidays of Luxembourg;
- v) a contact form in order to contact the SAP Operator;
- vi) information and announcements required by the HAR;
- vii) the description of all IT documents to be used by the Registered Participants such as the Information System Rules;
- viii) all registration documents such as a Participation Agreement and additional financial terms (Financial Agreement);
- ix) any other information or data required by European or Luxembourgian law;
- x) any other information or data required by national law and notified by relevant TSOs to the SAP Operator;
- xi) further information or data, if defined by the Operational Procedures;
- xii) a link to respective CCR's proposal for design of Long Term Transmission Rights in accordance with Article 31 of the FCA Regulation.

In case of discrepancies between the information published on the SAP Operator website and the information published on the TSOs websites, the first shall prevail if it relates to tasks that the SAP Operator performs on behalf of the TSOs.

The SAP Operator shall ensure the availability of the here-above operational data published on its website [-] of the time over a given year excluding planned maintenances.

#### **4.4. Capacity and nominations curtailment**

Based on the long-term cross-zonal capacity curtailment request sent by the TSOs, or the coordinated capacity calculator where relevant, the SAP Operator shall apply the curtailment to the allocated long-term capacity rights, issue the new Rights Documents as the case may be, compensate or reimburse the holders of curtailed long-term rights in accordance with the HAR and send a specific report to the TSOs, according to the conditions set forth in the HAR and according to the relevant Operational Procedure.

In case of curtailment of nominated Physical Transmission Rights, the SAP Operator shall calculate the compensation to be paid to holders of curtailed nominated Physical Transmission Rights based on the curtailed nominations in accordance with the HAR.

In the case of Force Majeure before the Day Ahead Firmness Deadline, holders of curtailed long-term transmission rights shall be entitled to receive a reimbursement in accordance with the HAR. In the event of Force Majeure or Emergency Situation after the Day Ahead Firmness Deadline, the SAP Operator shall compensate holders of curtailed long-term transmission rights in accordance with Article 72 of Commission Regulation (EU) No. 2015/1222.

The SAP Operator shall publish as soon as possible information that there is a curtailment of long-term transmission rights.

#### **4.5. Registered Participants' support**

The SAP Operator shall offer support relating to the SAP Tasks to the Registered Participants during the Working Hours. Primary form of contact shall be via a ticketing system or similar. Contact details of the SAP Operator for this purpose will be published on the SAP Operator website. The Registered Participants will be informed on any change of the Working Hours or contact details via email.

All communication shall be in English.

#### **4.6. SAP Operator on-call support**

The SAP Operator shall implement an on-call support for the TSOs in order to manage possible curtailments outside the Working Hours. This service should be available for curtailment only and conditions such as on-call hours and process to follow shall be specified in the Operational Procedures.

#### **4.7. [-]**

**[-]**

#### **4.8. [-]**

**[-]**

The SAP Operator undertakes to use its best endeavours to suspend or terminate the Participation and/or Financial Agreement with a Registered Participant (only) as a last resort.

[-]

#### **4.9. Management of Auctions' contestations, Auctions' cancellations and Auctions' fall back**

The SAP Operator shall enable contestation of the Auction Results in accordance with the HAR in the event Registered Participants believe the Auction Results to be erroneous. [-]

[-]

The SAP Operator may cancel an Auction in the event of technical issues prior to the results being final provided that adequate fallback procedures were available at the time of the incident and that these procedures have been initiated, or after the Auction Results are final in the event that the Auction Results are erroneous, in accordance with the HAR. The SAP Operator shall inform the Registered Participants [-] about the Auction cancellation. In cases of Auctions' cancellation and/or Auctions' fallback, the SAP Operator will prepare a notification based on an agreed template for the Registered Participants [-] when the Long-Term Auction is affected. This notification will be sent to the Registered Participants by the SAP Operator and published on the SAP Operator website. [-].

#### **4.10. Management of the Registered Participants' claims**

The SAP Operator will be the operational contact towards the Registered Participants for all potential claims. Unless stated otherwise in the HAR, the SAP Operator shall send to the Registered Participant a notification of the receipt of its claim within five (5) Working Days following the receipt.

Unless otherwise required in the HAR, for significant claims the SAP Operator shall consult the involved TSOs with the view to provide an answer to the Registered Participant within twenty (20) Working Days following the day of the receipt of its claim.

### **5. REMUNERATION OF THE SAP OPERATOR, CONGESTION INCOMES AND FINANCIAL FLOWS**

[-].

#### **5.1. [-]**

[-]

#### **5.2. [-]**



[-].

**5.2.1. Failure of payment from the Registered Participant**

As the case may be, and according to the HAR, shall a Registered Participant fail to pay its debt or part of it in due time, the SAP Operator shall trigger the Collateral in order to retrieve payment.

[-].

[-].

[-].

**5.2.2. [-]**

[-]

**5.3. Settlement in case of curtailment, remuneration and return of long-term transmission rights**

In case of curtailment, remuneration and return of long-term transmission rights the SAP Operator shall compensate to the Registered Participants in accordance with HAR.

[-].

**5.4.** [-]

[-].

[-].

**5.5. [-]**

[-].

**5.6. [-]**

[-].

**6. FALL BACK PROCEDURES**

The SAP Operator shall, to the extent reasonably practicable, organise fall back procedures in line with the HAR.

**7. SCOPE OF THE COOPERATION**

**7.1. Users' Group**

The SAP Operator shall ensure that it creates a Users' Group. The Users' Group shall serve as a consultation forum for the SAP Operator. The User's Group shall be organised by the SAP Operator on behalf of all TSOs to gather feedback and requests on the IT interfaces and the SAP tasks.

The Users' Group ideally comprises of representatives from key European stakeholder organisations interested in participating therein. Individual Registered Participants may also be members of the group. The SAP Operator shall aim to involve candidates that represent European associations and with specific explicit auctions knowledge related to different regions to assure broad geographical coverage by the group.

**7.2. SAP Council**

For the fulfilment, monitoring and the governance of the SAP Tasks dealing with the implementation of the Agreement, the SAP Methodology and the HAR, a dedicated body of SAP CA Parties is created (the SAP Council). All TSOs and the SAP Operator shall participate in the SAP Council to fulfil the SAP Tasks in accordance with the FCA Regulation.

The SAP Council shall be the sole competent body for deciding on matters related only to the fulfilment of the SAP Tasks in accordance with the FCA Regulation and as specified below:

- i) all matters regarding the Operational Procedures related to the functional requirements;
- ii) all matters [-] related to the establishment, the development and the operation of the SAP;

iii) any appointment of a third party with the tasks of financial clearing and settlement of Auctions with regard to the SAP Tasks;

iv) [-];

v) [-];

vi) [-].

[-].

**7.3.** [-]

[-]

**7.4. [-]**

[-].

**7.5. Management of the Auction Tool**

The SAP Operator shall be responsible for robust functioning of the Auction Tool in accordance with the Information System Rules.

The SAP Operator shall ensure that the Auction Tool's functions and usage complies with the HAR considering also introduction of workarounds and fallbacks, as described in Annex 3 (Operational Procedures), in case the functionality is not available within the Auction Tool.

The Auction Tool, including all communication interfaces, shall be available at [-] per year excluding planned maintenances. [-].

[-].

7.6. [-]

[-].

**7.7. Working Hours**

Working Hours of the SAP Operator when the SAP Operator shall be available to provide support on the phone or via email to the TSOs are set as follows:

- [-]

**7.8. Appropriate actions if agreed performance level not reached**

[-]:

- 1) [-];
- 2) [-];
- 3) [-].

Any decisions under this Article shall be made in accordance with the qualified majority procedure equivalent to that set out in Article 4(2) of the FCA Regulation.

**8. LIABILITY**

8.1. [-]

[-]

8.2. [-]

[-].

8.3. [-]

[-]



**9. MISCELLANEOUS**

**9.1. Confidentiality**

[-]

**9.2. Assignment of rights and obligations**

[-]

**9.3. Severability**

If any part or provision of this Agreement and/or its Annexes are or become invalid, illegal, void or unenforceable, the remaining part(s) shall continue to be valid and enforceable and shall not be affected thereby. The Parties hereby agree, that all invalid, illegal, void and/or unenforceable part(s) or provision(s) shall be replaced by valid, legal and/or enforceable part(s) or provision(s) in order to achieve the intended economic and legal effect as far as possible.

**9.4. Waiver**

[-]

**9.5. Amendments**

[-]

**9.6. Changes of the Operational Procedures**

[-]

[-] The last versions of the Operational Procedures shall always be available on document sharing website of the SAP Operator dedicated to the respective SAP Tasks and accessible to TSOs. The SAP Council shall be informed by the SAP Operator of the amended Operational Procedures.

[-]

On a [-] basis, the SAP Operator shall initiate a review round with the TSOs to ensure that the Operational Procedures remain up-to-date and reflect operational reality.

#### **9.7. Review of Amendment Article**

[-]

#### **9.8. New Parties**

The Parties accept that new party(ies) can enter into this Agreement subject to the following conditions:

- a) the new party(ies) shall be a TSO(s) bound to EU legislation;
- b) the new party(ies) shall sign the Adherence Form as substantially set forth in Annex 5;
- c) the new party(ies) accession shall become valid when confirmed by the SAP Operator and concerned TSO(s) of the Bidding Zone border(s) where forward capacity allocation takes place. Such confirmations shall not be reasonably withheld and should be provided within three (3) months.
- d) [-].

- e) an operational go-live date has been agreed on between the new party(ies) and the SAP Operator

[-]

**9.9. Language**

This Agreement and all notices and legal proceedings provided hereunder shall be drawn up in English, to the extents permitted by rules of public policy relating directly or indirectly to these proceedings.

**9.10. Notices**

[-]

**9.11. [-]**

[-]

**9.12. Settlement of disputes**

**9.12.1. [-]**

[-]

[-]

9.12.2. [-]

[-].

**9.13. Entry into force and duration**

The Agreement enters into force on 1<sup>st</sup> of October 2018, provided that the Agreement has been validly signed by each of the Parties, if needed retroactively, and shall be used for allocation of capacities and applied to operational procedures and data exchanges related to such capacities for delivery date from 1 January 2019 and for costs related to the SAP Tasks from 1 January 2019 on.

[-]

**9.14. Termination and suspension**

[-]



**9.15. Force Majeure**

[-]



**9.16. Annexes**

The Annexes of the Agreement shall form an integral part of this Agreement. In the event of any contradiction between terms set out in an Annex and terms set out in the main body of the Agreement, the terms set out in the main body of Agreement shall prevail.

The Agreement is, at the time of its signature, composed of the main body and its Annexes listed below:

Annex 1: [-]

Annex 2: Overview of the SAP Tasks agreed for an Allocation Border

Annex 3: Operational Procedures

Annex 4: [-]

Annex 5: Adherence Form

Annex 6: [-]

**9.17. Country specific provision**

[-].

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date specified below with their respective signatures, in 30 original counterparts, each Party acknowledging receipt of its original copy.

For **50Hertz**

On:

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
By:  
Title:

For RTE

On:

By:

Title:

On:

By:

Title:

For **REE**

On:

By:

Title:

On:

By:

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For **CEPS**

On:

By:

Title:

On:

By:

Title:

For **TransnetBW**

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By:

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For **ELIA**

On:

By:

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For **MAVIR**

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By:

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For **Energinet**

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For IPTO

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By:

Title:

For **AMPRION**

On:

By:

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On:

By:

Title:

For AS "Augstsprieguma tīkls"

On:

By:

Title:

On:

By:

Title:

For **APG**

On:

By:

Title:

On:

By:

Title:



For **SEPS**

On:

By: Miroslav Obert

Title: Chairman of the Board of Directors

On:

By: Miroslav Stejskal

Title: Vice-Chairman of the Board of Directors

For Tennet TSO B.V.

On:

By:

Title:

On:

By:

Title:

For **ELES**

On:

By:

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By:

Title:

For **ESO**

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For Tennet TSO GmbH

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For **REN**

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On:

By:

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For **SAP Operator**

On:

By:

Title:

On:

By:

Title:

**Annex 2: Overview of SAP Tasks agreed for an Allocation Border**

<p>Allocation Border Identification APG &lt;&gt; CEPS</p>	<p>APG and CEPS herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>
<p>Allocation Border Identification CEPS &lt;&gt; TENNET TSO GMBH / 50Hertz</p>	<p>CEPS and TENNET TSO GMBH / 50Hertz herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>



<p>Allocation Border Identification CEPS &lt;&gt; PSE</p>	<p>CEPS and PSE herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>
<p>Allocation Border Identification SEPS &lt;&gt; MAVIR</p>	<p>SEPS and MAVIR herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>

<p>Allocation Border Identification 50Hertz &lt;&gt; PSE</p>	<p>50Hertz and PSE herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>
<p>Allocation Border Identification ELES &lt;&gt; APG</p>	<p>ELES and APG herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>

<p>Allocation Border Identification APG &lt;&gt; MAVIR</p>	<p>APG and MAVIR herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>
<p>Allocation Border Identification SEPS &lt;&gt; CEPS</p>	<p>SEPS and CEPS herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>

<p>Allocation Border Identification SEPS &lt;&gt; PSE</p>	<p>SEPS and PSE herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>
<p>Allocation Border Identification ELES &lt;&gt; HOPS</p>	<p>ELES and HOPS herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>

<p>Allocation Border Identification MAVIR &lt;&gt; HOPS</p>	<p>MAVIR and HOPS herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>
<p>Allocation Border Identification RTE &lt;&gt; ELIA</p>	<p>RTE and ELIA herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>

<p>Allocation Border Identification RTE &lt;&gt; TransnetBW/Amprion</p>	<p>RTE and TransnetBW/Amprion herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>
<p>Allocation Border Identification TENNET B.V. &lt;&gt; ELIA</p>	<p>TENNET B.V and ELIA herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>

<p>Allocation Border Identification TENNET B.V. &lt;&gt; TENNET TSO GmbH/Amprion</p>	<p>TENNET B.V and TENNET TSO GmbH/Amprion herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>
<p>Allocation Border Identification RTE &lt;&gt; REE</p>	<p>RTE and REE herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>

<p>Allocation Border Identification REN &lt;&gt; REE</p>	<p>REN and REE herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input checked="" type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>
<p>Allocation Border Identification Energinet.dk &lt;&gt; TENNET TSO GmbH</p>	<p>Energinet.dk and TENNET TSO GmbH herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>



<p>Allocation Border Identification Energinet.dk &lt;&gt; 50Hertz</p>	<p>Energinet.dk and 50Hertz herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>
<p>Allocation Border Identification Energinet.dk &lt;&gt; Energinet.dk (DK1-DK2)</p>	<p>Energinet.dk and Energinet.dk herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>

<p>Allocation Border Identification AST &lt;&gt; Elering</p>	<p>AST and Elering herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input checked="" type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>
<p>Allocation Border Identification Nationalgrid &lt;&gt; RTE (IFA1)</p>	<p>Nationalgrid and RTE herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input checked="" type="checkbox"/> Half-Yearly Auctions</li><li><input checked="" type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input checked="" type="checkbox"/> Weekend Auctions</li></ul>

<p>Allocation Border Identification BritNed (GB&lt;&gt;NL)</p>	<p>Britned herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input checked="" type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input checked="" type="checkbox"/> Weekend Auctions</li></ul>
<p>Allocation Border Identification APG &lt;&gt; Amprion/TENNET TSO GMBH/TransnetBW</p>	<p>APG and Amprion/ TENNET TSO GMBH/ TransnetBW herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>

<p>Allocation Border Identification Transelectrica &lt;&gt; MAVIR</p>	<p>Transelectrica and MAVIR herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>
<p>Allocation Border Identification Terna &lt;&gt; RTE</p>	<p>Terna and RTE herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>

<p>Allocation Border Identification Terna &lt;&gt; APG</p>	<p>Terna and APG herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>
<p>Allocation Border Identification Terna &lt;&gt; ELES</p>	<p>Terna and ELES herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>

<p>Allocation Border Identification Terna &lt;&gt; IPTO</p>	<p>Terna and IPTO herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>
<p>Allocation Border Identification ESO &lt;&gt; IPTO</p>	<p>ESO and IPTO herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>

<p>Allocation Border Identification ESO &lt;&gt; Translectrica</p>	<p>ESO and Transelectrica herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input type="checkbox"/> Half-Yearly Auctions</li><li><input type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>
<p>Allocation Border Identification MOYLE (NI-GB)</p>	<p>MOYLE herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> Calendar Yearly Auctions</li><li><input checked="" type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input checked="" type="checkbox"/> Half-Yearly Auctions</li><li><input checked="" type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>

<p>Allocation Border Identification EWIC (IE-GB)</p>	<p>EIRGRID herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input checked="" type="checkbox"/> Half-Yearly Auctions</li><li><input checked="" type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>
<p>Allocation Border Identification Nemolink (BE-GB)</p>	<p>Nemolink herewith outsource to JAO following services:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Calendar Yearly Auctions</li><li><input type="checkbox"/> Non-Calendar Yearly Auctions</li><li><input checked="" type="checkbox"/> Half-Yearly Auctions</li><li><input checked="" type="checkbox"/> Quarterly Auctions</li><li><input checked="" type="checkbox"/> Calendar Month Auctions</li><li><input type="checkbox"/> Weekly Auctions</li><li><input type="checkbox"/> Weekend Auctions</li></ul>



**Adherence Form of a new Party to the**

**SINGLE ALLOCATION PLATFORM COOPERATION AGREEMENT**

**[COMPANY NAME]**, a company incorporated under the laws of **[COUNTRY]**, having its registered office at **[ADDRESS]**, **[COUNTRY]**, registered under the number **[NUMBER]**,

hereby accepts pursuant to Article 10.7 of the Single Allocation Platform Cooperation Agreement, to become a Party to it, and all the rights and obligations of a Party thereunder.

The adherence shall become valid when confirmed by the SAP Operator and concerned TSO(s) of the Bidding Zone border(s) where forward capacity allocation will take place as of \_\_\_\_\_.

The Annexes 1 to 3 of the Single Allocation Platform Cooperation Agreement are supplemented by information provided in Annex 1 to 3 of this Adherence Form as of the date the adherence enters into force.

This Adherence Form has been done in X original copies, to be duly signed by the undersigned authorised representatives, with each original to be sent to each of the other Parties under the Single Allocation Platform Cooperation Agreement.

For the avoidance of doubt, all capitalized terms in this Adherence Form shall have the meaning set forth in the Single Allocation Platform Cooperation Agreement.

Annex 1: Contact details

Annex 2: Overview of SAP Tasks agreed for an Allocation Border

Annex 3: Operational Procedures

Signed in [place] \_\_\_\_\_

On [date] \_\_\_\_\_

**[Company Name]**

Name

Title

\_\_\_\_\_

**[Company Name]**

Name

Title

\_\_\_\_\_

**Annex 1:      Contacts and bank accounts**

<p>Company Invoicing Address Address to be completed</p>	<p><u>Bank account:</u>  Bank identification and address  Reference :  IBAN: SWIFT/ BIC-code:</p>
<p><u>Auction Operation:</u>  Names  Tel.: Mob: E-Mail:</p>	<p><u>Invoicing</u>  Names  Tel.: Mob: E-Mail:</p>
<p><u>Capacities/Curtailment:</u> Name Tel.: Mob: E-Mail:</p>	<p><u>Auction Rules, Single Allocation Platform Cooperation Agreement</u> Names Tel.: Mob: E-Mail:</p>

**Annex 2: Overview of SAP Tasks agreed for an Allocation Border**

Border Identification TSO 1 <> TSO 2	[COMPANY NAME] herewith outsource to SAP Operator following services <sup>1</sup> : <input type="checkbox"/> Long term capacity allocation process, being subject to HAR
<p>[BORDERING TSO 2 NAME IF APPLICABLE] herewith provide its consent to adherence of the [COMPANY NAME] to the Single Allocation Platform Cooperation Agreement and to outsource the services as listed above to SAP Operator and to supplement of Operational Procedures for border TSO 1 &lt;&gt; TSO 2 as listed in Annex 3 of this Adherence Form document.</p> <p>Signed in [place] _____ On [date] _____</p> <p>[BORDERING TSO 2 NAME] Name Title _____</p> <p>[BORDERING TSO 1 NAME] Name Title _____</p>	

Note: Parties acknowledge that by selecting one of the services above fee for clearing and settlement services is automatically applicable.

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1 Tick the selected services.

**Annex 3: Operational Procedures**

[For the avoidance of doubt, the procedures will be listed here once available]