

Annex 6
Cost Sharing, Monitoring and Settlement

This Annex 6 is divided into the following Sections which detail, pursuant to Article 9 of the Agreement:

- a) the process for sharing, monitoring and settling Core FB MC Regional Common Costs encountered as of the month following the month of entry into force, to be further distinguished into:
 - i) Core FB MC Joint NEMOs and TSOs Regional Common Costs of operating the Core FB MC;
 - ii) Core FB MC Joint NEMOs and TSOs Regional Common Costs of establishing or amending the Core FB MC;
 - iii) Core FB MC Regional NEMOs-Only Costs governed by this Annex only for the reporting and follow-up of the budget;
 - iv) Core FB MC Regional TSOs-Only Costs governed by this Annex only for the reporting and follow-up of the budget.
- b) the specific process for re-settlement among all Parties of costs:
 - i) incurred under the Letter of Comfort signed by all Parties and pre-financed by Amprion to cover the cost of data exchange interface for the external parallel run period provided by Amprion;
 - ii) incurred during the establishment and operation of 15 min MTU TF

For the avoidance of doubt:

- I. clearing and settlement costs referred to under article 77 of CACM as well as costs of establishing and operating the coordinated capacity calculation process referred to under article 78 of CACM are explicitly excluded from this Annex; such costs may be eligible to cost recovery on a national level in accordance with the relevant CACM provisions and related NRA decisions and recovered through national processes;
- II. national NEMO costs, including the so-called 'individual in support of regional costs', are excluded from this Annex; such costs may be eligible to cost recovery on a national level in accordance with the relevant CACM provisions and related NRA decisions and recovered through national processes;

- III. the recovery of costs referred to in this Annex is excluded from the scope of this Annex; such costs may be eligible to cost recovery on a national level in accordance with the relevant CACM provisions and related NRA decisions and recovered through national processes.

For the purpose of this Annex 6, all capitalized terms not expressly defined herein shall have the meaning attributed to them in Annex 1.

References to provisions of this Annex 6 are made using the term "Section" (while references to provisions of the Agreement are made using the term "Article").

1. Process for Core FB MC Regional Common Costs

1.1. Core FB MC Joint NEMOs and TSOs Regional Common Costs

This Section 1.1 specifies the way in which Core FB MC Joint NEMOs and TSOs Regional Common Costs set forth under this Annex 6 will be categorised, budgeted, handled, reported and calculated for the purpose of sharing between Member States and third countries and settled and invoiced. This will be done in accordance with the Agreement and Applicable Law, such as the provisions in CACM, without prejudice to any subsequent processes to be organised as the case may be within each Member States and third country for the sake of costs recovery.

1.1.1. General principles

Costs resulting from activities made to the benefit of Parties, as mentioned in Section 1.1.2 of this Annex 6, shall be considered as Core FB MC Joint NEMOs and TSOs Regional Common Cost if approved as Core FB MC Joint NEMOs and TSOs Regional Common Cost by the JSC.

The Core FB MC Joint NEMOs and TSOs Regional Common Costs shall be recorded and shared as provided for by CACM and in particular by articles 75, 76 and 80 of CACM. The following principles shall apply:

- a) The Parties shall ensure that all costs shall be, insofar as such costs are time and material based, appropriately and fairly recorded in timesheets and, insofar as such costs are other expenses, sufficiently documented. More detail is given in Section 1.1.4 of this Annex 6.
- b) Core FB MC Joint NEMOs and TSOs Regional Common Costs must be either: (i) within an approved yearly budget; (ii) the subject of an approved increase in the relevant yearly budget; or (iii) subject to a specific prior approval by the JSC, the expenditure of each of which must be specifically pre-approved by the JSC consistently with Annex 4.
- c) All input data for the calculation of the sharing key between Member States and third countries will be updated, at least, on a yearly basis (in the first quarter of a given calendar year) by the

JSC based on the all NRA(s) guidelines and shall be attached as Attachment 1 to this Annex 6 for reference purposes. Attachment 1 to this Annex 6 can be updated by a JSC decision.

- d) If a (the) respective NRA(s) require(s) changes based on an NRA decision with regard to the sharing related to a Member State or third country in the course of a given calendar year these changes will be implemented with regard to that Member State or third country in accordance with such NRA's decision.
- e) The necessary input for the yearly report to the NRAs shall, in due time, be provided, with the level of detail required by article 80 of CACM, by the JSC reporting designee to the person responsible for consolidating this information as indicated by the TSOs respectively the NEMOs.
- f) If requested by the NRAs, the relevant TSOs and NEMOs shall provide, within three months or according to the deadline specified by the NRAs, the information necessary to facilitate the assessment of the costs incurred.
- g) Costs shall be reported and settled excluding VAT unless not permitted under Applicable Law.
- h) Each new contract or each amendment of any present contract with a third party service provider shall be concluded in compliance with Annex 11 and the Directive 2014/25/EU if applicable and the respective national public procurement legislation if applicable and decided by the JSC, and shall be subsequently organised and approved by JSC.
- i) In case a cost falls under both categories according to Section 1.1.2, Core JSC will decide on cost categorization between cost categories 1.1.2. a. and 1.1.2. b.

1.1.2. Cost categorisation

Core FB MC Joint NEMOs and TSOs Regional Common Costs will be categorised as:

- a. Core FB MC Joint NEMOs and TSOs Regional Common Costs of establishing or amending the Core FB MC,
- b. Core FB MC Joint NEMOs and TSOs Regional Common Costs of operating the Core FB MC.

1.1.2.1. Core FB MC Joint NEMOs and TSOs Regional Common Costs of establishing or amending the Core FB MC

The Core FB MC Joint NEMOs and TSOs Regional Common Costs of establishing or amending the Core FB MC, to be shared among all Parties, consist of the following categories:

- 1. Costs of joint governance activities related to establishing or amending the Core FB MC to the benefit of all Parties, and approved as such by the JSC such as but not limited to cost of project

manager, convener, subcommittees, task forces and working groups established for such purpose, costs of project place licenses for external providers, costs of meetings (meeting room, catering);

2. Costs related to the selection of service providers providing services related to establishing or amending the Core FB MC falling under the Agreement;
3. Costs for the carrying out of the public procurement procedure for services related to establishing or amending the Core FB MC to the benefit of all Parties participating in the Core FB MC, as well as for the negotiation of the contracts and framework agreements for services to the benefit of all Parties participating in the Core FB MC;
4. Any other costs element that is, by a decision of the JSC, classified as Core FB MC Joint NEMOs and TSOs Regional Common Costs of establishing or amending the Core FB MC.

1.1.2.2. Core FB MC Joint NEMOs and TSOs Regional Common Costs of operating the Core FB MC

The Core FB MC NEMOs and TSOs Regional Common Costs of operating the Core FB MC under this Section, to be shared only among the Core Operational Parties, consist of the following categories:

- i) The cost associated with the operation of Core OPSCOM and the Core Emergency Committee;
- ii) Costs of joint governance activities related to operating the Core FB MC to the benefit of Core Operational Parties only, and approved as such by the JSC such as but not limited to cost of project manager, convener, subcommittees, task forces and working groups established for such purpose, costs of project place licenses for external providers, costs of meetings (meeting room, catering);
- iii) Costs related to the selection of service providers providing services related to operating the Core FB MC falling under the Agreement;
- iv) Costs for the carrying out of the public procurement procedure for services related to operating the Core FB MC to the benefit of Core Operational Parties only, as well as for the negotiation of the contracts and framework agreements for services to the benefit of Core Operational Parties only.
- v) Any other costs element that is, by a decision of the JSC, classified as Core FB MC Joint NEMOs and TSOs Regional Common Costs of operating the Core FB MC.

1.1.2.3. Costs not to be shared among all Parties

Unless otherwise agreed by the JSC, the following costs shall be borne by each Party individually:

- i) Costs related to JSC co-chairmen. Such costs shall be borne by the Parties to which belong the respective co-chairmen;
- ii) Costs related to participation, by each Party, to the meetings as under this Agreement. Such costs shall be borne by each Party individually;
- iii) In the event an amendment to the Agreement is a consequence of a change in national Applicable Law applicable to one Party, a cost of providing a draft proposal is incurred by an affected Party and each Party shall bear its own costs of the review;
- iv) Cost of the person responsible for amicable dispute in accordance with Article 16.4 shall be borne by the Disputing Parties.

1.1.3. Budgeting

1. The yearly budget for the Core FB MC Joint NEMOs and TSOs Regional Common Costs shall be subject to the approval of the JSC.
2. The JSC shall approve, on a yearly basis and by no later than the 1th of November of the year, the overall yearly budget (including the resources needed to comply with this budget) for the following calendar year taking into account the following principles, unless otherwise specified in the Agreement:
 - a) Costs incurred by a Party related to internal resources, to the benefit of all Parties or to all Core Operational Parties, as the case may be, shall be charged at the standard daily rate of ██████ per day (based on 8 hours/day) unless stipulated otherwise by a decision of the JSC;

It is acknowledged by the Parties that any individual, company or other firm retained by any Party individually to provide professional services (such as a “consultant”) shall be regarded as that Party’s own “internal” resources for the purposes of this Agreement; and
 - b) Costs related to external contractors or advisors retain by all Parties and that provide services to the benefit of all Parties or to all Core Operational Parties, as the case may be, shall be taken into account at cost, provided these costs are in compliance with the requirements herein.
3. The standard daily rate may be updated on a yearly basis after approval by the JSC, prior to preparation of the budget by JSC decision.

4. The number of chargeable hours worked by external resources is limited to 8 hours per person per day Monday to Friday with no chargeable hours at the weekend (to the exclusion, for the avoidance of doubt, of services which require a 24/7 support). The JSC can agree to a variation to this in exceptional circumstances.

1.1.4. Handling of all Core FB MC Joint NEMOs and TSOs Regional Common Costs

1. Each Party shall bear the respective share of Core FB MC Joint NEMOs and TSOs Regional Common Costs for establishing and amending the Core FB MC according to Section 1.1.2.1, and the respective share of Core FB MC Joint NEMOs and TSOs Regional Common Costs of operating the Core FB MC according to Section 1.1.2.2 as calculated according to paragraph 5 of Section 1.1.5 below.
2. Parties will invoice each other based on the signed Quarterly Report established as set forth in Section 1.1.4.3 (vi) provided by the General TF/Secretary that provides the information on the amounts for which each Party can either invoice another Party or should either be invoiced by another Party. This process ensures that each Party bears its respective share of the Core FB MC Joint NEMOs and TSOs Regional Common Costs as mentioned in section 1.1.5.
3. The invoicing and payment thereof shall be performed separately for the Core FB MC Joint NEMOs and TSOs Regional Common Costs of establishing or amending the Core FB MC according to Section 1.1.2.1 and the Core FB MC Joint NEMOs and TSOs Regional Common Costs of operating the Core FB MC according to Section 1.1.2.2 on a calendar quarterly basis (or such other frequency as the JSC determines) according to the following procedure:
 - i) Each Party shall complete and submit the timesheets and documentary evidence for costs classified as Core FB MC Joint NEMOs and TSOs Regional Common Costs to the General TF/Secretary no later than the 5th Working Day of the month following the month in which work has been performed. The Parties shall provide for the same requirements in contracts with service providers, except if otherwise agreed by the Core JSC.
 - ii) In absence of delivery of the necessary timesheets and/or documentary evidence for costs classified as Core FB MC Joint NEMOs and TSOs Regional Common Costs, these costs will not be considered as eligible for settlement between the Parties until delivery of the necessary timesheets and documentary evidence.
 - iii) By exception, in the event that any one or more Party(ies) fail(s), for whatever reason, to submit any relevant timesheet(s) and/or documentary evidence for costs classified as Core FB MC Joint NEMOs and TSOs Regional Common Costs by the 5th Working

Day of the month following the month respectively quarter in which work has been performed, such Party may only submit such timesheet(s) and/or documentary evidence for costs classified as Core FB MC Joint NEMOs and TSOs Regional Common Costs for inclusion in the next calendar quarter's report, provided that such report shall clearly identify such late-reported items. In any event, all timesheet(s) and/or documentary evidence for costs classified as Core FB MC Joint NEMOs and TSOs Regional Common Costs have to be reported within the same calendar year (until 20th Working Day in January of the following calendar year) in which the work has been performed and the later reporting of any relevant timesheet(s) will not be taken into account, except if otherwise agreed by the JSC.

- iv) The timesheets shall include:
 - a) The time spent (including description of the related activity or service) per third party provider, the agreed rate per third party provider and the costs per related activity or service during the previous month;
 - b) The time spent (including description of the related activity) per internal resources during the previous month; and
 - c) Reasonable documentary evidence (including without limitation invoices) relating to the expenses incurred by external and internal resources during the previous month in performing their duties;
 - d) Budget line reference and subcommittees, task forces and other working groups relevant for the performed activity.
- v) Travel and accommodation expenses by external and internal resources for activities and services classified as Core FB MC Joint NEMOs and TSOs Regional Common Costs shall be invoiced at actual cost, and subject to compliance with the following guidelines:
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

A deviation of these guidelines for travel and accommodation expenses by external and internal resources for activities and services classified as Core FB MC Joint NEMOs and TSOs Regional Common Costs is allowed if based on a JSC decision.

- vi) Each month falling after the end of a calendar quarter, the General TF/Secretary shall process the information received in connection with paragraphs i to v above and shall prepare and submit on the 10th Working Day of such month an overview of the previous month's costs in respect of such calendar quarter ("Quarterly Report") to the JSC for approval.
- vii) The Quarterly Report shall detail the following:
 - a) In respect of such calendar quarter, a clear identification, expressed in euro, of the various incurred Core FB MC Joint NEMOs and TSOs Regional Common Costs according to the different cost categories as specified in Section 1.1.2.1. and 1.1.2.2;
 - b) A clear identification of the various Core FB MC Joint NEMOs and TSOs Regional Common Costs items to be made subject to an invoice by those Party(ies) having incurred Core FB MC Joint NEMOs and TSOs Regional Common Costs in respect of such calendar quarter;
 - c) Details of the relevant share of each Party calculated according to Section 1.1.5, expressed in euro, of the total Core FB MC Joint NEMOs and TSOs Regional Common Costs in respect of such calendar quarter;
 - d) Details of the invoicing between each Claiming Party towards one or more Paying Parties according to the principles provided under paragraph xi, xii below;
 - e) A link to the common (online) storage place where the timesheets and documentary evidence for costs classified as Core FB MC Joint NEMOs and TSOs Regional Common Costs can be found;
 - f) Details of the cumulative Core FB MC Joint NEMOs and TSOs Regional Common Costs incurred as of 1 January of the relevant year;
 - g) A short summary of important issues detected by the General TF/Secretary during the establishment of the Quarterly Report; and
 - h) Any other relevant matters as the General-TF shall determine as reasonable for the purposes of the Quarterly Report.

- viii) If no objection is raised by any of the Core JSC members within five (5) Working Days after receipt by them of the Quarterly Report, the Quarterly Report will be deemed approved by the Core JSC. The General TF/Secretary shall, by no later than the 3rd Working Day following the date of such approval, provide the Parties with copies signed by the person indicated by JSC (in PDF or other suitable electronic format) of such approved and signed Quarterly Report based on which the invoicing shall be triggered. The Core JSC shall also expressly record the deemed approval of the relevant Quarterly Report at the next scheduled meeting of the Core JSC or at an ad-hoc meeting of the Core JSC. If a timely objection is raised it will be discussed in the Core JSC.
- ix) The General TF/Secretary shall ensure that all timesheets and documentary evidence for costs classified as Core FB MC Joint NEMOs and TSOs Regional Common Costs provided to it and all documentary evidence with respect to expenses provided to it are made freely available to all the Parties prior to the approval of such costs by Core JSC.
- x) The General TF/Secretary shall ensure that all relevant documentation, including but not limited to calculations in the framework of the Quarterly Report are stored in the common (online) storage place.
- xi) The General TF/Secretary shall organise the invoicing process separately for the Core FB MC Joint NEMOs and TSOs Regional Common Costs of establishing or amending the Core FB MC and the Core FB MC Joint NEMOs and TSOs Regional Common Costs of operating the Core FB MC as follows:
 - a) if the share of a Party of the total Core FB MC Joint NEMOs and TSOs Regional Common Costs in respect of such calendar quarter and given category as calculated according to paragraph vii.c above is higher than the Core FB MC Joint NEMOs and TSOs Regional Common Costs incurred by such Party in the given calendar quarter and given category, such Party (the "Paying Party") shall be subject to invoices by Party(ies) whose share of the total Core FB MC Joint NEMOs and TSOs Regional Common Costs in respect of such calendar quarter and given category as calculated according to paragraph vii.c above is lower than the Core FB MC Joint NEMOs and TSOs Regional Common Costs incurred by such Party (the "Claiming Party") in respect of such calendar quarter and given category.
 - b) Parties are then sorted according to the net amount resulting from paragraph a and a comparison of the Core FB MC Joint NEMOs and TSOs Regional Common Costs incurred by a Party and its share of the total Core FB MC Joint NEMOs and TSOs Regional Common Costs calculated according to paragraph vii.c for each individual Party as follows:

- For the Claiming Party(ies), with the highest claim to the lowest;
 - For the Paying Party(ies), with the lowest to the highest amount to be paid;
and
 - If two Parties do have the same outcome of the net amount, they are sorted based on alphabetical order;
- c) The claim of the first Claiming Party on the list is paired with the remaining net amount of the last Paying Party;
- d) If the claim of first Claiming Party on the list is fully covered by the last Paying Party, then:
- the first Claiming Party is supposed to invoice the last Paying Party for the whole amount of Claiming Party's claim;
 - the remaining net amount of the last Paying Party is reduced by the invoiced amount;
 - this Claiming Party is removed from the list; and
 - the process is repeated from step ii) onwards, with the second Claiming Party on the list becoming the first Claiming Party on the list;
- e) If the claim of first Claiming Party on the list is not fully covered by the remaining net amount of the last Paying Party, then:
- the first Claiming Party is supposed to invoice the last Paying Party for Paying Party's remaining net amount;
 - the claim of the first Claiming Party is reduced by such invoiced amount;
 - this last Paying Party is removed from the list; and
 - the process is repeated from step ii) onwards, with the last but one Paying Party on the list becoming the last Paying Party on the list; and
- f) The mechanism shall stop with the invoice between last Claiming Party and first Paying Party on the original list. It is recognised that, in view of the process, a Claiming Party may need to invoice more than one Paying party.

1.1.5. Core FB MC Joint NEMOs and TSOs Regional Common Costs sharing key

1. Core FB MC Joint NEMOs and TSOs Regional Common Costs shall be broken down into the categories described in the Section 1.1.2 and the sharing key shall be applied for each category separately.

2. For the calculation of the contribution share of Member States and third countries to Core FB MC Joint NEMOs and TSOs Regional Common Costs, the following formula will be applied in accordance with article 80(3) of CACM for each settlement period¹ by the Parties:

$$\text{Share}_{MS(i)} = \frac{1}{8} \frac{1}{MS} + \frac{5}{8} \frac{C_x}{TC} + \frac{2}{8} \frac{TV_x}{TTV}$$

Where:

- a) For sharing of Core FB MC Joint NEMOs and TSOs Regional Common Costs for establishing and amending the Core FB MC as set forth in Section 1.1.2.1 the following values shall be used:

- Share_{MS(i)}: Member State and third country share of Core FB MC Joint NEMOs and TSOs Regional Common Costs;
- MS: the number of Member States and third countries participating in the Core FB MC;
- C_x: latest available value included in the Eurostat report nrg_cb_e of consumption of each Member State or third country;
- TC: sum of latest available values included in the Eurostat report nrg_cb_e of consumption in all Member States and third countries;
- TV_x: traded volume in each Member State or third country calculated as the sum across all products effectively traded and for each trading period in each NEMO active in the Member State or third country (either designated or passporting);
- (Purchase Traded Volume [MWh] + Sale Traded Volume [MWh]) / 2; and
- TTV: sum of traded volume across all Member States and third countries.

- b) For sharing of Core FB MC Joint NEMOs and TSOs Regional Common Costs of operating the Core FB MC as set forth in Section 1.1.2.2 the following values shall be used:

- Share_{MS(i)}: Member State and third country share of Core FB MC Joint NEMOs and TSOs Regional Common Costs;
- MS: the number of Member States and third countries where at least one Core Operational Party uses the Core FB MC;

¹ Currently defined as Calendar Quarter.

- Cx: latest available value included in the Eurostat report nrg_cb_e of consumption of each Member State or third country in operation where at least one Core Operational Party uses the Core FB MC;
- TC: sum of latest available values included in the Eurostat report nrg_cb_e of consumption in all Member States and third countries where at least one Core Operational Party uses the Core FB MC;
- TVx: traded volume in each Member State or third country where at least one Core Operational Party uses the Core FB MC calculated as the sum across all products effectively traded and for each trading period in each NEMO active in the Member State or third country (either designated or passporting);
- (Purchase Traded Volume [MWh] + Sale Traded Volume [MWh]) / 2); and
- TTV: sum of traded volumes across all Member States and third countries where at least one Core Operational Party uses the Core FB MC.

The Core FB MC Joint NEMOs and TSOs Regional Common Costs of operating the Core FB MC shall only be shared between the Core Operational Parties.

3. For calculation of each NEMO and TSO share to Core FB MC Joint NEMOs and TSOs Regional Common Costs in each Member State or third country according to CACM, the contribution share attributable to a given Member State or third country (as a result of the computation included in Section 1.1.5, paragraph 2) shall be multiplied using the percentage sharing key amongst NEMOs and TSOs active in such Member State or third country as defined and provided by the competent NRA(s). The outcome of this calculation shall be provided to the JSC for validation and made available to all Parties and stored in the common (online) storage place.
4. The list of percentage sharing keys amongst NEMOs and TSOs active in each Member State or third country is attached to this Annex 6 as Attachment 1 and may be updated anytime following a decision of the competent NRA(s).
5. For the calculation of each Parties' share of the Core FB MC Joint NEMOs and TSOs Regional Common Costs for operating, establishing and amending the Core FB MC to be paid according to the Agreement, the following formula shall be used:

$$\text{Share of Party (P)} = \sum_{x \in MS} \text{share of P in MS}(x) \times \frac{1}{TSP}$$

Where:

- P refers to a Party of the Agreement;
- X refers to a particular Member State or third country;
- MS refers to set of all Member States and third countries according to CACM;
- TSP refers to sum of shares of all NEMOs who are Parties to this Agreement.

1.2. Core FB MC NEMOs-Only Costs

1. Core NEMOs shall report to General TF/Secretary the Core FB MC Regional NEMOs-Only Costs:
 - a) by no later than on 1st November of a given calendar year, the yearly budget of Core FB MC Regional NEMOs-Only Costs for the following calendar; and
 - b) on the 15th Working Day of a month in which a Quarterly Report is due, a report of encountered Core FB MC Regional NEMOs-Only Costs for tracking of budget fulfilment.
2. Core FB MC Regional NEMOs-Only Costs shall be handled, budgeted, categorised, reported and calculated for the purpose of sharing between the Member States and third countries, settlement and invoicing under the relevant agreement or framework.

1.3. Core FB MC Regional TSOs-Only Costs

1. Core TSOs shall report to the General TF/Secretary the Core FB MC Regional TSOs-Only Costs:
 - a) by no later than on 1 November of a given calendar year, the yearly budget of Core FB MC Regional TSOs-Only Costs for the following calendar year; and
 - b) on the 15th Working Day of a month in which a Quarterly Report is due, a report of encountered Core FB MC Regional TSOs-Only Costs for tracking of budget fulfilment.
2. Core FB MC Regional TSOs-Only Costs shall be handled, budgeted, categorised, reported and calculated for the purpose of sharing between the Member States and third countries, settlement and invoicing under the relevant agreement or framework.

1.4. Reporting of the yearly cost report to the NRAs under article 80 of CACM

The necessary input for the yearly report to the NRAs shall, in due time, be provided, with the level of detail required by article 80 of CACM, by the JSC reporting designee to the person responsible for consolidating this information as indicated by the TSOs respectively the NEMOs. This person will coordinate the reporting of the Core FB MC Joint NEMOs and TSOs Regional Common Costs, the Core FB MC Regional NEMOs-Only Costs and the Core FB MC Regional TSOs-Only Costs, and will send the relevant information to the respective bodies responsible for

collecting the cost relevant information, for the purposes of preparing and submitting the Annual CACM Cost Report.

2. Invoicing and payments

2.1. Invoice information

1. Each invoice issued according to the Agreement shall be sent electronically (at the entry into force of this Agreement, by email), but at the request of a Party a paper version shall also be provided. Each invoice shall include at least the following items:
 - i) Subject of invoicing;
 - ii) Full name and address of both the invoicing Party and the invoiced Party;
 - iii) VAT number of both the invoicing Party and the invoiced Party;
 - iv) Invoiced amount, valued in euro;
 - v) Bank account and bank address (including IBAN and BIC) on which the relevant payment shall be made;
 - vi) Invoice number;
 - vii) Invoice issue date;
 - viii) Settlement period;
 - ix) Designation of the service on the invoice (including the reference to the timesheet that are used as basis for issuing the invoice) and whether the invoice is related to the Core FB MC Joint NEMOs and TSOs Regional Common Costs for establishing or amending the Core FB MC or the Core FB MC Joint NEMOs and TSOs Regional Common Costs of operating the Core FB MC with indication of the period covered. In case of resettlement the invoice should refer to the resettlement. For resettlement the period covered shall not be specified;
 - x) Tax rate and tax amount separately, if any;
 - xi) Specific constraint for invoicing, required by article 226 of Directive 2006/112/CE, if any, e.g. indication of the reference to the applicable provision of the Directive where the supply of services is subject to the VAT reverse charge procedure;
 - xii) Reference if required by the invoiced Party; and
 - xiii) Payment term in accordance with paragraph 2) hereafter;

- xiv) As an attachment, the approved and signed Quarterly Report.
2. In case the invoice needs to be modified, a modified invoice has to be issued. The modified invoice should contain the following:
 - i) Reference to original invoice number which is to be modified;
 - ii) Reference in content that the subject is a modification;
 - iii) Originally invoiced amount, final amount and the difference in value.
 3. Each Party shall pay the invoiced amount within thirty (30) days from the end of the month of the receipt of the respective invoice (the “**Due Date**”). All payment(s) shall be made by wire transfer to the bank account indicated in the invoice(s).
 4. Default interest on any amounts not paid by the Due Date, shall accrue at the legal interest rate as specified in Directive 2011/7/EU.

2.2. Invoice dispute

1. [REDACTED]
2. [REDACTED]

2.3. Fulfilment obligations arising from Slovak law

Parties were informed that SEPS and OKTE are subject to Act No. 315/2016 Coll. Public Sector Partners Register Act as amended by Act No. 38/2017 Coll. (hereinafter referred to as "Public Sector Partners Register Act") according to which they may respectively not make regular payments to a Party exceeding 250.000 EUR per calendar year or, in case of the amount of irregular payments exceeding 100.000 EUR, if such Party is not registered under the Public-Sector Partners Register.

SEPS and OKTE respectively undertake to monitor the thresholds and when the thresholds are approaching, it/they shall notify the relevant Party, in a timely manner. The relevant Party shall register in the Public-Sector Partners Register, after receiving the notification from SEPS and/or OKTE, as pre-condition for payment by SEPS and/or OKTE.

3. Process for re-settlement among all Parties

3.1. Costs incurred under the Letter of Comfort signed by all Parties and pre-financed by Amprion to cover the cost of data exchange interface for the external parallel run period provided by Amprion

Parties agree that the costs incurred under the Letter of Comfort signed (on 16/10/2020) by all Parties and pre-financed by Amprion shall be resettled between the Parties within sixty (60) days after the Agreement enters into force in accordance with the following principles:

1. The cost pre-financed by Amprion shall be considered as Core FB MC Joint NEMOs and TSOs Regional Common Costs of establishing or amending the Core FB MC shared according to section 1.1.5
2. By no later than thirty (30) Working Days after the end of the month of the entry into force of this Agreement, Amprion shall send via e-mail to each JSC member, a report covering the cost pre-financed by Amprion which shall detail the following:
 - i) a clear identification, expressed in euro of the cost pre-financed by Amprion;
 - ii) cumulative amount of the cost pre-financed by Amprion as described in this Section; and
 - iii) any other relevant matters as the JSC shall determine as reasonable for such purpose.
3. After approval of the above mentioned report by the JSC, the process described in Section 1.1.5 shall be used in order to calculate the share of each Party to the Agreement. Outcome of this calculation shall be subject to the JSC approval;
4. After the JSC approval, the share of each Party to the Agreement shall be invoiced by Amprion within twenty (20) Working Days after approval of the calculation and incurred cost shares according to point 3 above; and
5. Invoices shall be issued and payments shall be made in accordance with conditions described in Section 2.

3.2. Cost incurred during the establishment and operation of 15 min MTU TF

Parties agree that the costs incurred during the establishment and operation of 15 min MTU TF by all Parties and pre-financed by FPA signatory parties shall be resettled between the Parties within sixty (60) days after the Agreement enters into force in accordance with the following principles:

1. The cost pre-financed by FPA signatory parties (detailed in the Whereas Section of Core DAOA) shall be considered as Core FB MC Joint NEMOs and TSOs Regional Common Costs of establishing or amending the Core FB MC shared according to section 1.1.5;
2. By no later than thirty (30) Working Days after the end of the month of the entry into force of this Agreement, Core FB MC Parties shall create a report to JSC covering the cost pre-financed by FPA signatory parties which shall detail the following:
 - i) a clear identification, expressed in euro of the cost pre-financed by FPA signatory parties;
 - ii) cumulative amount of the cost pre-financed by FPA signatory parties; and
 - iii) any other relevant matters as the JSC shall determine as reasonable for such purpose;
3. After approval of the above mentioned report by the JSC, the process described in Section 1.1.5 shall be used in order to calculate the share of each Party to the Agreement. Outcome of this calculation shall be subject to the JSC approval;
4. After the JSC approval, the share of each Party to the Agreement shall be invoiced by FPA signatory parties within twenty (20) Working Days after approval of the calculation and incurred cost shares according to point 3 above; and

Invoices shall be issued and payments shall be made in accordance with conditions described in Section 2.

4. Exit Plan and other costs

4.1. Exit Plan costs

1. The cost of an Exit as determined in the Exit Plan according to Article 10.3 shall be allocated and settled as proposed by the JSC and as consented to by the Exiting Party.
2. As soon as the JSC and the Exiting Party have agreed upon the costs of an Exit and the modalities how these costs will be settled, the respective Parties shall follow such instructions and issue respective invoices according to Section 2.

4.2. Other costs

Should the JSC identify other costs than the one specified in this Annex 6 that are up for settlement, the JSC will validate the conditions for the settlement of these costs as well as the classification of these costs.

5. Process for accession of a new Party

1. As soon as a Party accedes to the Agreement, the General TF will assess for this Party the amount to be paid by this Party covering:
 - a) The share of the new Party of the Core FB MC Joint NEMOs and TSOs Common Costs from 14 February 2017 until the moment of its adherence;
 - b) The costs associated to the recalculations and preparations needed for the process of resettlement being estimated as follows: a fee of one (1) Working Day (standard rate for an internal resource) per settlement period that needs to be assessed and a fee of one (1) Working Day per settlement period for the costs specified in Section 1.1.5. paragraph 6.
2. Any TSO or NEMO adhering to the Agreement after the last day of the month of the entry into force of this Agreement shall pay its share of the cost pre-financed by Amprion as described in Section 3 together with its share of all Core FB MC Joint NEMOs and TSOs Common Costs for the period from the last day of the month of the entry into force of this Agreement until its adherence as further specified in this Section 5.
3. These costs, as calculated according to Section 1.1.5, will be included in the Accession Form, as specified in Annex 9, as historical costs.
4. During the settlement period following the signature of the Accession Form by the acceding Party, the share of total Core FB MC Joint NEMOs and TSOs Common Costs of the acceding Party will be increased by the amount of historical costs included in paragraph 1 above, while the share of total Core FB MC Joint NEMOs and TSOs Common Costs of other Parties will be reduced by a share of the amount of historical costs included in paragraph 1 of the acceding Party calculated by the General TF proportionally to the pre-financing according to Section 3.1 related to letter a) and b) of paragraph 1 of this Section 5.

Attachment 1 – Reference input data for calculation of CACM cost sharing

[CF1] megjegyzést írt: To be reviewed by cost experts (JWG)

[AJA2R1] megjegyzést írt: PMO to forward review request to JWG -> 22/10

1. The data tables included in this Attachment 1 are based on the tables included in the attachment 1 of annex 6 of the SDAC DAOA. If the data of the table in annex 6 of the SDAC DAOA are updated, the table included in this Attachment shall be updated and approved by Core JSC as well.
2. With regard to formula for calculation of contribution share of Member State and third countries to the **Core FB MC Joint NEMOs and TSOs Regional Common Costs for establishing and amending the Core FB MC** the following data shall be used:
 - a. For the number of Member States and third countries participating in the Core FB MC – the “MS” = 13 shall be used, covering following Core Member States:
 - Austria, Belgium, Croatia, Czech Republic, France, Germany, Hungary, Luxembourg, Netherlands, Poland, Romania, Slovakia, Slovenia.
 - b. For the final consumption (“Cx”), following values included in the Eurostat report nrg_cb_e of for each Member State or third country shall be used (it being understood that they will be replaced on a yearly basis based on updated Eurostat reports):

Member State (MS)	Final consumption (Cx) in 2018 according to Report nrg_cb_e (data from 09 April 2020) (in GWh) used for the costs of 2020
Austria	65 474
Belgium	84 384
Croatia	16 625
Czech Republic	59 745
France	447 811
Germany	525 349
Hungary	40 595
Luxembourg	6 424
Netherlands	114 036
Poland	151 398
Romania	49 778
Slovakia	26 872
Slovenia	13 813
Total (TC)	1 602 303

- c. For the traded volume ("TVx"), in each Member State or third country where at least one Core Operational Party uses the Core FB MC, the following values shall be used (it being understood that they will be replaced on a yearly basis):

Member State	Parties	Traded volume 2019 DA (GWh) used for the costs of 2020	Operational Status
Austria	EPEX	21 093,00	MRC operational
Austria	EXAA	1 176,00	Non-Operational Party
Austria	EMCO	273	MRC operational
Belgium	EPEX	14 343,00	MRC operational
Belgium	EMCO	266	MRC operational
Croatia	Cropex	3 598,00	MRC operational
Czech Republic	OTE	19 922,00	4MMC Operational Party
France	EPEX	89 721,00	MRC operational
France	EMCO	570	MRC operational
Germany	EPEX	208 495,00	MRC operational
Germany	EXAA	4 473	Non-Operational Party
Germany	EMCO	397	MRC operational
Hungary	HUPX	19 232,00	4MMC Operational Party
Luxembourg	EPEX	0	MRC operational
Luxembourg	EMCO	0	MRC operational
Netherlands	EPEX	30 595,00	MRC operational
Netherlands	EMCO	619	MRC operational
Poland	TGE	5 333,00	MRC operational
Poland	EMCO	0	MRC operational
Romania	OPCOM	21 771,00	4MMC Operational Party
Slovakia	OKTE	5 352,00	4MMC Operational Party
Slovenia	BSP	8 284,00	MRC operational
Total TTV		455 513,00	

- d. Based on the input values above, the contribution shares of Member States and third countries to the Core FB MC are as follows:

Member State	Parties	Shares MS Used for the costs of 2020
Austria	APG	
Austria	EPEX	
Austria	EXAA	
Austria	EMCO	
Austria		4,753%
Belgium	ELIA	
Belgium	EPEX	
Belgium	EMCO	
Belgium		5,055%
Croatia	HOPS	

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Croatia	Cropex	
Croatia		1,807%
Czech Republic	CEPS	
Czech Republic	OTE	
Czech Republic		4,385%
France	RTE	
France	EPEX	
France	EMCO	
France		23,384%
Germany	50Hertz	
Germany	Amprion	
Germany	Tennet DE	
Germany	Transnet	
Germany	EPEX	
Germany	EMCO	
Germany	EXAA	
Germany		33,164%
Hungary	Mavir	
Hungary	HUPX	
Hungary		3,601%
Luxembourg	CREOS	
Luxembourg	EPEX	
Luxembourg	EMCO	
Luxembourg		1,212%
Netherlands	Tennet BV	
Netherlands	EPEX	
Netherlands	EMCO	
Netherlands		7,123%
Poland	PSE	
Poland	TGE	
Poland	EPEX	
Poland	EMCO	
Poland		7,160%
Romania	Transelectrica	
Romania	OPCOM	
Romania		4,098%
Slovakia	SEPS	
Slovakia	OKTE	
Slovakia		2,303%
Slovenia	ELES	
Slovenia	BSP	
Slovenia		1,955%
Grand Total		100,000%

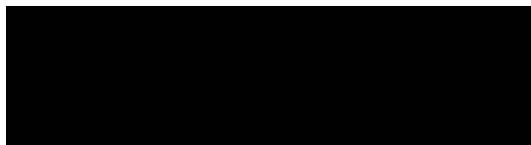
3. With regard to percentage sharing keys amongst NEMOs and TSOs active in each Member State or third country contributing the Core FB MC, the following data shall be used for the **Core FB MC Joint NEMOs and TSOs Regional Common Costs for establishing and amending the Core FB MC**:

Member State	Parties	Shares per Party used for the costs of 2020
Austria	APG	2,376%
Austria	EPEX	1,802%
Austria	EXAA	0,306%
Austria	EMCO	0,268%
Austria		4,753%
Belgium	ELIA	2,527%
Belgium	EPEX	2,238%
Belgium	EMCO	0,290%
Belgium		5,055%
Croatia	HOPS	0,904%
Croatia	Cropex	0,904%
Croatia		1,807%
Czech Republic	CEPS	2,193%
Czech Republic	OTE	2,193%
Czech Republic		4,385%
France	RTE	11,692%
France	EPEX	3,897%
France	EMCO	3,897%
France	Nasdaq	3,897%
France		23,384%
Germany	50Hertz	7,283%
Germany	Amprion	10,636%
Germany	Tennet DE	9,432%
Germany	TransnetBW	5,814%
Germany	EPEX	0,000%
Germany	EMCO	0,000%
Germany	EXAA	0,000%
Germany		33,164%
Hungary	Mavir	1,800%
Hungary	HUPX	1,800%
Hungary		3,601%
Luxembourg	CREOS	1,212%
Luxembourg	EPEX	0,000%
Luxembourg	EMCO	0,000%
Luxembourg		1,212%
Netherlands	Tennet BV	3,561%
Netherlands	EPEX	3,561%

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Netherlands	EMCO	0,000%
Netherlands		7,123%
Poland	PSE	3,580%
Poland	TGE	2,784%
Poland	EPEX	0,398%
Poland	EMCO	0,398%
Poland		7,160%
Romania	Transelectrica	2,049%
Romania	OPCOM	2,049%
Romania		4,098%
Slovakia	SEPS	1,152%
Slovakia	OKTE	1,152%
Slovakia		2,303%
Slovenia	ELES	0,977%
Slovenia	BSP	0,977%
Slovenia		1,955%
Grand Total		100,000%

For the input data, the following SDAC calculation was used:



² Data was copied on 05.03.2021

4. With regard to formula for calculation of contribution share of Member State and third countries to the **Core FB MC Joint NEMOs and TSOs Regional Common Costs for operating the Core FB MC**, the following data shall be used:

- a. For the number of Member States and third countries participating in the Core FB MC – the “MS” = 12 shall be used, covering the following Core Member States:
 - Austria, Belgium, Croatia, Czech Republic, France, Germany, Hungary, , Netherlands, Poland, Romania, Slovakia, Slovenia.
- b. For the final consumption (“Cx”), the following values included in the Eurostat report nrg_cb_e of for each Member State or third country shall be used (it being understood that they will be replaced on a yearly basis based on updated Eurostat reports):

Member State (MS)	Final consumption (Cx) in 2018 according to Report nrg_cb_e (data from 09 April 2020) (in GWh) used for the costs of 2020
Austria	65 474
Belgium	84 384
Croatia	16 625
Czech Republic	59 745
France	447 811
Germany	525 349
Hungary	40 595
Netherlands	114 036
Poland	151 398
Romania	49 778
Slovakia	26 872
Slovenia	13 813
Total (TC)	1 595 880

- c. For the traded volume (“TVx”), in each Member State or third country where at least one Core Operational Party uses the Core FB MC, the following values shall be used (it being understood that they will be replaced on a yearly basis):

Member State	Parties	Traded volume 2019 DA (GWh) used for the costs of 2020	Operational Status
Austria	EPEX	21 093,00	MRC operational
Austria	EXAA	1 176,00	Non-Operational Party
Austria	EMCO	273	MRC operational
Belgium	EPEX	14 343,00	MRC operational
Belgium	EMCO	266	MRC operational

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Croatia	Cropex	3 598,00	MRC operational
Czech Republic	OTE	19 922,00	4MMC Operational Party
France	EPEX	89 721,00	MRC operational
France	EMCO	570	MRC operational
Germany	EPEX	208 495,00	MRC operational
Germany	EXAA	4 473	Non-Operational Party
Germany	EMCO	397	MRC operational
Hungary	HUPX	19 232,00	4MMC Operational Party
Netherlands	EPEX	30 595,00	MRC operational
Netherlands	EMCO	619	MRC operational
Poland	TGE	5 333,00	MRC operational
Poland	EMCO	0	MRC operational
Romania	OPCOM	21 771,00	4MMC Operational Party
Slovakia	OKTE	5 352,00	4MMC Operational Party
Slovenia	BSP	8 284,00	MRC operational
Total TTV		455 513,00	

- d. Based on the input values above, the contribution shares of Member States and third countries to the Core FB MC are as follows:

Member State	Parties	Shares MS Used for the costs of 2020
Austria	APG	
Austria	EPEX	
Austria	EXAA	
Austria	EMCO	
Austria		4,843%
Belgium	ELIA	
Belgium	EPEX	
Belgium	EMCO	
Belgium		5,148%
Croatia	HOPS	
Croatia	Cropex	
Croatia		1,890%
Czech Republic	CEPS	
Czech Republic	OTE	
Czech Republic		4,475%
France	RTE	
France	EPEX	
France	EMCO	
France		23,535%

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Germany	50Hertz	
Germany	Amprion	
Germany	Tennet DE	
Germany	TransnetBW	
Germany	EPEX	
Germany	EMCO	
Germany	EXAA	
Germany		33,326%
Hungary	Mavir	
Hungary	HUPX	
Hungary		3,687%
Netherlands	Tennet BV	
Netherlands	EPEX	
Netherlands	EMCO	
Netherlands		7,221%
Poland	PSE	
Poland	TGE	
Poland	EPEX	
Poland	EMCO	
Poland		7,264%
Romania	Transelectrica	
Romania	OPCOM	
Romania		4,186%
Slovakia	SEPS	
Slovakia	OKTE	
Slovakia		2,388%
Slovenia	ELES	
Slovenia	BSP	
Slovenia		2,037%
Grand Total		100,00%

5. With regard to percentage sharing keys amongst NEMOs and TSOs active in each Member State or third country contributing the Core FB MC, the following data shall be used for the **Core FB MC Joint NEMOs and TSOs Regional Common Costs for operating the Core FB MC**:

Member State	Parties	Share per party as used for the costs of 2020	Comments
Austria	APG	2,422%	
Austria	EPEX	1,836%	
Austria	EXAA	0,312%	Although EXAA is a Non-Operational Party, they agreed upon participating to the SDAC Operational Joint costs within Austrian MS, with the approved 6.44% percentage approved by the

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			NRAs in 2016 and included in the DAOA Agreement
Austria	EMCO	0,273%	
Austria		4,843%	
Belgium	ELIA	2,574%	
Belgium	EPEX	2,279%	
Belgium	EMCO	0,295%	
Belgium		5,148%	
Croatia	HOPS	0,945%	
Croatia	Cropex	0,945%	
Croatia		1,890%	
Czech Republic	CEPS	2,237%	
Czech Republic	OTE	2,237%	
Czech Republic		4,475%	
France	RTE	11,767%	
France	EPEX	11,767%	
France	EMCO	0,000%	
France		23,535%	
Germany	50Hertz	7,318%	
Germany	Amprion	10,688%	
Germany	Tennet DE	9,478%	
Germany	TransnetBW	5,842%	
Germany	EPEX	0,000%	
Germany	EMCO	0,000%	
Germany	EXAA	0,000%	
Germany		33,326%	
Hungary	Mavir	1,844%	
Hungary	HUPX	1,844%	
Hungary		3,687%	
Netherlands	Tennet BV	3,610%	
Netherlands	EPEX	3,610%	
Netherlands	EMCO	0,000%	
Netherlands		7,221%	
Poland	PSE	3,632%	
Poland	TGE	2,825%	
Poland	EPEX	0,404%	
Poland	EMCO	0,404%	
Poland		7,264%	
Romania	Transelectrica	2,093%	
Romania	OPCOM	2,093%	
Romania		4,186%	
Slovakia	SEPS	1,194%	
Slovakia	OKTE	1,194%	
Slovakia		2,388%	

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Slovenia	ELES	1,019%	
Slovenia	BSP	1,019%	
Slovenia		2,037%	
Grand Total		100%	



³ Data was copied on 05.03.2021