

## PROJECT MANAGEMENT OFFICE SERVICES

Agreement No: CXI22C6056

### CONTRACTING PARTIES BETWEEN:

#### TSOs:

1. **50Hertz Transmission GmbH**, a company incorporated under the laws of Germany, with V.A.T. number DE813473551, having its registered office at Heidestraße 2, 10557 Berlin, Germany, registered under the number HRB 84446 B (Amtsgericht Charlottenburg); hereinafter referred to as "**50Hertz**";

2. **Amprion GmbH**, a private limited liability company (Gesellschaft mit beschränkter Haftung) organised and existing under the laws of Germany, having its registered office at Robert-Schumann-Str. 7, 44263 Dortmund, Germany, and registered in the commercial register at Amtsgericht Dortmund under the number HRB 15940, hereinafter referred to as "**Amprion**";

3. **Austrian Power Grid AG**, a company incorporated under the laws of Austria in the form of an AG, with V.A.T. number ATU46061602, with registered office at IZD Tower, Wagramer Str.19, 1220 Wien, Austria, registered with Commercial Court in Vienna with number FN 177696v; hereinafter referred to as "**APG**";

4. **ČEPS, a.s.**, a company founded and duly existing in accordance with the laws of the Czech Republic and registered in the Company Register administrated by the Municipal Court in Prague, Section B, File 5597 with registered office located at Elektrárnská 774/2, 101 52 Prague 10, the Czech Republic; Registration Number of the Company (IČ): 257 02 556, hereinafter referred to as "**ČEPS**";

5. **CREOS Luxembourg S.A.**, a company incorporated under the laws of Luxembourg, with V.A.T. number LU10320554, having its registered office at 105, rue de Strassen in L-2555 Luxembourg, registered in the commercial register at Luxembourg under number B. 4513, hereinafter referred to as "**CREOS**";

6. **Croatian Transmission System Operator Plc.**, a company incorporated under the laws of Croatia, with V.A.T. number HR13148821633, having its registered office at Kupska 4, 10 000 Zagreb, Croatia, registered in the commercial register at Commercial Court in Zagreb under number 080517105, hereinafter referred to as "**HOPS**";

7. **ELES, d.o.o.**, sistemski operater prenosnega elektroenergetskega omrežja, a company incorporated under the laws of Slovenia, with registered office at Hajdrihova 2, SI-1000 Ljubljana, Slovenia, registered at the District Court of Ljubljana under entry number 1-09227-00 and registration number 5427223000, hereinafter referred to as "**ELES**";

8. **ELIA Transmission Belgium SA/NV**, a company incorporated under the laws of Belgium, with V.A.T. number BE731852231, having its registered office at Boulevard de l'Empereur, 20, 1000 Brussels, Belgium, registered in the commercial register at Brussels under number 0731.852.231, hereinafter referred to as "**ELIA**";

9. **MAVIR Magyar Villamosenergia-ipari Átviteli Rendszerirányító Zártkörűen Működő Részvénytársaság** (MAVIR Hungarian Independent Transmission Operator Company Ltd.), a company founded and duly existing in accordance with the laws of Hungary and registered in the Company Register administrated by the Budapest Metropolitan Court with registered office located at H-1031 Budapest, Anikó u. 4., Hungary; Registration Number of the Company: 01-10-044470, , hereinafter referred to as "**MAVIR**";

10. **National Power Grid Company Transelectrica S.A.**, a company incorporated under the laws of Romania, with V.A.T. number RO13328043, having its registered office at 33 General Gheorghe Magheru Blvd., 1st District, Bucharest, registered in the commercial register at the Bucharest Trade Registry under number J40/8060/2000, hereinafter referred to as "**TEL**";

11. **Polskie Sieci Elektroenergetyczne S.A.**, a company incorporated under the laws of Poland, with V.A.T. number PL5262748966, having its registered office at Warszawska 165, 05- 520 Konstancin-Jeziorna, Poland, registered in the commercial register at District Court for the Capital City of Warsaw, 14th Commercial Department of the National Court Register under number KRS 0000197596 and the share capital of 9.605.473.000,00 PLN paid in full amount, hereinafter referred to as "**PSE**";

12. **RTE Réseau de Transport d'Electricité**, a company incorporated under the laws of France, with V.A.T. number FR19444619258, having its registered office at Immeuble WINDOW – 7C Place du Dôme - 92 073 PARIS LA DEFENSE Cedex, France, registered in the commercial register at Nanterre under number 444 619 258, hereinafter referred to as "**RTE**";

13. **Slovenská elektrizačná prenosová sústava, a.s.**, a company founded and duly existing in accordance with the laws of the Slovak Republic and registered in the Company Register administrated by the District Court Bratislava I, Section Sa, File 2906/B with registered office located at Mlynské nivy 59/A, 824 24 Bratislava 26, the Slovak Republic; Registration Number of the Company (IČO): 358 29 141, hereinafter referred to as "**SEPS**";

14. **TENNET TSO B.V.**, a company incorporated under the laws of the Netherlands, with V.A.T. number NL815310456B01, having its registered office at Arnhem, Utrechtseweg 310, P.O. Box 718, 6800 AS, the Netherlands, registered in the commercial register of the Chamber of Commerce under number 09155985, hereinafter referred to as "**TennetT**";

15. **Tennet TSO GmbH**, a company incorporated under the laws of Germany, having its registered office in Bayreuth, Berneckerstrasse 70, 95448 Bayreuth, Germany, registered in the commercial register of the district court of Bayreuth under number HRB 4923, hereinafter referred to as "**TTG**";

16. **TRANSNET BW GmbH**, a limited liability company (GmbH) incorporated under the laws of Germany, with V.A.T. number DE191008872, having its registered office at PariserPlatz, Osloer Str. 15-17, 70173 Stuttgart, Germany, registered with the commercial register of Stuttgart under number HRB 740510, hereinafter referred to as "**Transnet BW**";

#### **NEMOs:**

1. **BSP Energy Exchange LL C**, a company incorporated under the laws of Republic of Slovenia in the form of an LL C (limited liability company), with its principal place of business at Dunajska cesta 156, 1000 Ljubljana, Slovenia, and registered at the district court of Ljubljana under registration n° 3327124000 and VAT n° SI37748661, hereinafter referred to as "**BSP**";

2. **CROATIAN POWER EXCHANGE Ltd.**, a company organised and existing under the laws of Republic of Croatia, having its registered office at Slavonska avenija 6/A, 10000 Zagreb, Republic of Croatia and registered with the court registry of the Commercial Court in Zagreb under the number 080914267 and VAT ID HR14645347149, hereinafter referred to as "**CROPEX**";

3. **EPEX SPOT SE**, a company incorporated and existing under the laws of France in the form of a *societas europeae*, having its registered office at 5 boulevard Montmartre, 75002 Paris, registered in the commercial register of Paris (R.C.S. Paris) under the number 508 010 501 and VAT n° FR 10508010501, hereinafter referred to as "**EPEX**";

4. **EXAA Abwicklungsstelle für Energieprodukte AG**, a company incorporated under the laws of Austria, with V.A.T. ATU52153208, having its registered office at Palais Liechtenstein, Alserbachstrasse 14-16, A-1090 Vienna, registered in the commercial register at Handelsgericht Wien under number FN 210730y, hereinafter referred to as "**EXAA**";

5. **HUPX Hungarian Power Exchange Company Limited by Shares**, a company incorporated under the laws of Hungary, with V.A.T. number HU13967808, having its registered office at 1134 Budapest, Dévai u. 26-28, Hungary, registered in the commercial register at Budapest Metropolitan Court, under number 01-10-045666, hereinafter referred to as "**HUPX**";

6. **Nord Pool European Market Coupling Operator AS**, a company incorporated under the laws of Norway, with V.A.T. number NO 984 058 098 MVA, having its registered office at Lilleakerveien 2

A, 0283 Oslo, Norway, registered in the Register of Business Enterprises under number 984 058 098, hereinafter referred to as "**Nord Pool EMCO**";

7. **Operatorul Pieței de Energie Electrică si de Gaze Naturale "OPCOM" S.A.**, a company incorporated and existing under the laws of Romania, with V.A.T. number RO13278352, having its registered office at 16-18 Bd. Hristo Botev, 3rd District, Bucharest, PC.030236, Romania, and registered with the Bucharest Trade Register Office under the number J40/7542/2000, hereinafter referred to as "**OPCOM**";

8. **OKTE, a.s.**, a company founded and duly existing in accordance with the laws of the Slovak Republic and registered in the Company Register administrated by the District Court in Bratislava I, Section Sa, File 5087/B with registered office located at Mlynské nivy 48, 82109 Bratislava, the Slovak Republic; Registration Number of the Company (IČO): 45 687 862, hereinafter referred to as "**OKTE**";

9. **OTE, a.s.**, a company incorporated and existing under the laws of the Czech Republic, with V.A.T. number CZ26463318 having its registered office at Sokolovská 192/79, 186 00 Prague, Czech Republic, and registered with the Commercial Register in Municipal Court in Prague, Section B 7260 under the number 264 63 318, hereinafter referred to as "**OTE**";

10. **Towarowa Gielda Energii S.A.**, a company incorporated under the laws of the Republic of Poland, with V.A.T. number PL 5272266714, having its registered office at Książęca 4, 00-498 Warszawa, Poland, registered in the commercial register at District Court for the Capital City of Warszawa, 12th Commercial Division of the National Court Register under number 0000030144 and the share capital of 14.500.000,00 PLN paid in full amount, hereinafter referred to as "**TGE**";

**TSOs and NEMOs form the "the Core Parties"**  
hereafter together referred as "**the Core Parties**"

AND:

**Magnus Energy B.V** a company incorporated and existing under the laws of the Netherlands, having its registered offices located in Gooimeer 5-39, 1411 DD Naarden, registered with Trade Register under n° 84090065, represented by [REDACTED],

Hereinafter referred to as "**the Contractor**"

The Core Parties and/or the Contractor may also be indicated individually as the "**Party**" and/or collectively as the "**Parties**".

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## 0. PREAMBLE:

Whereas the Core Parties wish to assign to the Contractor the services under this Agreement.

Whereas, this Agreement is in compliance with the Directive 2014/25/EU on procurement by entities operating in the water, energy, transport and postal services sectors. To this end, the Core Parties have compiled specifications which have been submitted through a negotiated procedure with prior call for competition to several companies likely to meet its requirements. In this context, the Core Parties have accepted the offer made by the Contractor, who is specialized in project management.

The Contractor acknowledges having received from the Core Parties all the necessary information to determine the resources required for satisfactory performance of the Agreement. As such, the Contractor has taken particular account of the characteristics and environment relating to the purpose of the Agreement as well as Core Parties' technical requirements both in terms of expected performance and deadlines. The Contractor declares having acquired significant expertise, experience and know-how in these fields. Consequently, it may not, under any circumstances, claim lack of information.

The Core Flow-Based Market Coupling project was established to develop and implement the daily operation of a Flow-Based (FB) day-ahead market coupling across the whole Core capacity calculation region (Core CCR) in the framework of the single day-ahead coupling (SDAC). The Core CCR consists of the bidding zone borders between the following EU Member States' bidding zones: Austria, Belgium, Croatia, the Czech Republic, France, Germany, Hungary, Luxemburg, the Netherlands, Poland, Romania, Slovakia and Slovenia.

Flow-Based capacity calculation method is required by the Commission Regulation 2015/1222 establishing a guideline on capacity allocation and congestion management (Article 20) also called as CACM Regulation and represents the important part of the European target model.

This Agreement states the terms which govern the Contractor's performance of Services described in Appendix 2.

## NOW THEREFORE IT IS DECLARED AND AGREED AS FOLLOWS:

### 1 - DEFINITIONS

Unless specified otherwise in this Agreement (including its appendices and any document constituting the Agreement), the terms and expressions with a capital letter are understood in accordance with the definitions below.

**Agreement:** means this agreement and its appendices, including their amendments if any, constituting the agreement between the Parties, which all have contractual value for the Parties. The contractual hierarchy between the main body of this Agreement and its appendices is further organised in clause 3.1 "Contractual documents". The amendment process is specified in clause 3.2 "Review of Agreement terms".

**Breach:** shall have the meaning set forth in Article 15.

**Confidential information:** as defined in Article 13.

**Contractor:** means the provider selected at the end of the tendering process conducted by the Core Parties. In the frame of the Agreement, the term "Contractor" refers also to any Contractor's Employees, and more generally, any person (be it a physical or moral one) working under its authority and responsibility.

**Contractor proposal:** means the technical response provided by the Contractor during the tender phase.

**Core DAOA:** means the Day ahead Operational Agreement for the Core Flow-Based Market Coupling Project for the Core Region as may be amended from time to time.

**Core Joint Steering Committee:** means the main decision making body for the Core Flow-Based market coupling established under Core DAOA

**Days:** Calendar days

**Deliverables:** means any work represented by a physical medium (notably programs, list of programs, programming tools, documentation, reports, diagrams, images), protectable or not by an intellectual property right, whose delivery was ordered by the Core Parties according to the terms defined in the Agreement.

**Employee(s):** means all the people (either employed by the Contractor or any person who the Contractor calls upon to perform the Agreement) under the responsibility of the Contractor.

**Force majeure:** as defined in Article 16.

**Purchase Order:** means the document issued by the Core Parties, in accordance with the Agreement, which describes to the Contractor the volume of Services expected to be carried out as well as the date and place.

**Services:** means all services provided by the Contractor as defined in this Agreement.

**Results:** All methods or knowledge specifically developed, finalised or implemented for Core Parties under this Agreement, regardless of the medium or whether they are protectable by (i) private titles (patents, brands, drawings, models, semiconductor topography, etc.), or (ii) private rights (software, software tools, design, studies, etc.), or (iii) not protectable by private titles or rights (know-how, algorithms, unpatented creations, etc.).

**Specifications:** has the meaning allocated to it in the Preamble and appended to Appendix 2 of the Agreement.

**Working Day:** means any day from Monday till Friday except Saturday, Sunday and bank holidays in the country where the Service is provided.

**2 - PURPOSE OF THE AGREEMENT**

The purpose of the Agreement provides the rights and obligations of all Parties and in particular, the terms and conditions under which the Contractor will provide the Services to the Core Parties.

Modules	Characteristics	Duration	Periods
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<b>Module 5 – Additional PMO</b>	<b>Unit price list</b>	-	<b>Life time of the contract</b>

### 3 - CONTRACTUAL DOCUMENTS, VALIDITY AND PRECEDENCE

#### 3.1. Contractual documents

The Services to be provided by the Contractor are governed by the terms and conditions of this Agreement. No other terms and conditions shall apply to the supply of the Services, unless explicitly otherwise agreed in writing by all Parties.

The Agreement comprises the following documents, listed in descending order of precedence:

- 1. This agreement and
- 2. its appendices:
  - Appendix 1: List of Core Parties: contact details, invoicing details and distribution key;
  - Appendix 2: Specifications;
  - Appendix 3: Charges and Rates;
  - Appendix 4: Accession form of a new party to the Service Agreement
  - Appendix 5: PSE's documentation requirements
  - Appendix 6: Cost Sharing, Monitoring and Settlement
  - Appendix 7: Personal Data Controller information clause
  - Appendix 8: Special Subcontracting Agreement;

The Contractor acknowledges having full knowledge of all of these documents.

This Agreement constitutes the entire Agreement between the Parties in relation to its purpose. It prevails over all earlier agreements between the Parties, whether written or verbal, unless the Parties agree otherwise by an express provision in this Agreement.

**Hierarchy of contractual documents**

This agreement, signed by the Parties, sets out the general conditions that apply to the Services set out herein. The main body of this Agreement prevails over the Appendices and the Purchase Orders.

The Appendices to this Agreement, listed in descending order of precedence, specify the special conditions associated with the performance of said Services. As such, they add to or further specify the provisions of this Agreement. In the event that an Appendix under this Agreement is in contradiction with or differ from the main body of this Agreement, the provision in the Appendix shall prevail over in the main body, always provided that the intention to so deviate must be expressly stated therein.

**3.2. Review of Agreement terms**

If new public legislative or regulatory texts of a public nature enter into force during the performance of the Agreement and are de facto applicable to it, the Parties undertake to amend the Agreement where and when necessary, by means of a written amendment, so that it complies with the regulations in force henceforward.

More generally, any amendment to the terms of the Agreement, for whatever reason, must be subject to a written Agreement jointly signed by the Parties.

**4 - ENTRY INTO FORCE AND DURATION OF THE AGREEMENT**

**4.1 Entry into force:**

This Agreement shall enter into force, with retroactive effect, on the 1st November 2022, provided it has been signed by all Parties. All Parties will send a scan of the signed signatory page of this Agreement to the Contractor as a proof of signature. The Parties will also provide the Contractor with the 27 original signatory pages. The Contractor will collect all the received signatory pages and provide a copy of this Agreement to all the Parties..

**4.2 Duration**

The duration of the Agreement is defined by the duration of each module which composed of a fixed term and an optional renewable period as defined below. Prior to the expiry of the fixed period, each module of this Agreement may be renewed in accordance with the following sentence. The PMO service is composed of 5 different modules with various workloads, and also different duration:

[Redacted text block containing details of module durations]

The Core Parties must exercise these options by written notification (by letter or by e-mail) one (1) month before the expiry date of the ongoing contractual period at the latest.

The Agreement cannot, in any case, be automatically renewed.



The Contractor may not object to exercise of the option.

### **Clarifications regarding Purchase Orders**

No Purchase Order may be submitted after the end of the term of the Agreement, as defined above.

Notwithstanding the above, the Services entrusted to the Contractor within the context of a Purchase Order may be performed after the end of a contractual period, as defined above, though this additional period may not exceed 3 months after the expiry or termination of the Agreement. Should this be the case, all of the provisions set out in the Agreement shall apply throughout the entire additional period, with the exception of the submitting of a new Purchase Order, which remains prohibited.

## **5 - SUBCONTRACTING**

If the Contractor intends to subcontract a part of the Services under this Agreement, the Contractor shall comply with the French law n°75-1334 of 31 December 1975, as amended.

By virtue thereof, use of a subcontractor without the latter being approved and without prior authorisation of the payment terms, shall expose the Contractor to termination of the Agreement in accordance with the clause 18.1.2 "*Termination of Agreement - Without Prior Notice*" of this Agreement. The same applies if the Contractor, having full knowledge of the facts, provides incorrect information in support of its application for approval and authorisation.

For the prior approval and authorisation application, the Contractor agrees to use the Special Document template provided by the Core Parties and enclosed as an appendix to this Agreement.

If there is no reply from the Core Parties within **twenty-one (21)** Working Days, the request shall be deemed to have been accepted.

### **5.1 Specific rules**

Only tier 1 (one) subcontractor is authorised.

The Contractor may not subcontract the entire Agreement.

Subcontracting the coordination and management of Services is not allowed.

The Contractor shall require its potential subcontractors to comply with the Agreement's obligations, the regulations of the sites of the Core Parties where they are working (in particular, the access conditions) and the legislation in force (particularly with regard to the provisions of the French Employment Law Code in the matter of health and safety, the fight against illegal or clandestine employment, and the terms and conditions relating to respect for the environment and management of waste materials).

The performance of the whole Agreement remains the personal responsibility of the Contractor. In any event, it shall be responsible for the coordination of its subcontractors and suppliers by personally ensuring the sequencing and coordination tasks of the Agreement. Consequently, subcontracting of the coordination and management of the Services is prohibited.

The Contractor shall deliver to the subcontractor a copy of the above-mentioned Special Document upon signature thereof by the Parties. The Contractor shall expressly ensure that the subcontractor has taken out sufficient insurance to cover any damage, of any nature whatsoever, that it may cause to the Core Parties or to third parties during the performance of the Agreement.

Within **five (5)** Working Days of receiving the request from the Core Parties, the Contractor is required to provide them with:

- each subcontracting agreement and any amendments thereto;
- the current insurance policy certificates taken out by each subcontractor with reputable insurance companies covering professional risks
- documents confirming the subcontractor's competence (certificate, accreditations, etc.) and compliance with regulations regarding environmental issues, health and safety and transport
- the documents required by article D.8222-5 of the French Labour Code, if the subcontractor is domiciled outside of France

- the documents required by article D.8222-7 of the French Labour Code, if the subcontractor is domiciled outside of France

As soon as approval and authorisation of the payment terms have been notified, the Contractor shall provide to the Core Parties with the name of the competent individual chosen to represent the subcontractor.

Approval of the subcontractor and authorisation of its payment terms is conditional upon the fact that the subcontracted part of the Agreement is not pledged or subject to assignment.

## **6 - OBLIGATION OF THE PARTIES**

### **6.1 Personal Data Protection Regulations**

Each Party shall ensure that the other Party complies with its legal and regulatory obligations relating to the protection of personal data, especially amended Law No. 78-17 of 6 January 1978 on Information Technology, Files and Freedoms, or any law by which it may be replaced, and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, fully applicable from 25 May 2018 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and any new national or European regulations by which they are replaced. Each Party can provide individual Controller information clause in Appendix 6.

Should the Contractor carry out Personal Data processing operations on behalf of Core Parties, it must offer, in particular, sufficient guarantees regarding the implementation of appropriate technical and organizational measures to ensure that the processing meets the requirements of EU Regulation 2016/679 and guarantees protection of the data subject's rights regarding the processing carried out. In particular, the Contractor will assist and advise Core Parties in its compliance with certain obligations under the European regulation (impact analyses, information to data subjects, reporting of breaches, security, data destruction and contribution to audits).

### **6.2 Contractor's obligations**

Unless specified otherwise in this Agreement, the Contractor has an obligation of result for the performance of the Agreement and the performance of all the Services and obligations it covers. The Services covered by the Agreement must thus comply with the requirements set out in the contractual documents (see the aforementioned clause 3.1 "*Contractual Documents*").

In particular, the Contractor has an obligation of result, consisting of:

- keeping to deadlines agreed between the Parties;
- respecting all requirements as stipulated in Appendix 2;
- adhering to all objective and measurable technical undertakings (e.g. key performance indicators) agreed between the Parties;
- adhering to all the contractual documents of the Agreement.

#### **6.2.1 Duty to inform**

The Contractor has an obligation to inform. It must immediately notify the Core Parties about any changes that arise during the performance of the Agreement, which concern:

- the persons authorised to bind the company (i.e. its representatives);
- its legal form;
- its corporate name;
- the address of its registered office;
- its share capital, as well as the persons and groups that control it, in particular in the event of merger, transfer of business as a going concern or lease-management;
- the consortia in which it participates, when the latter concern the performance of the Agreement.

The original documents and any updates to them shall be submitted by the Contractor, to the Core Parties. The Contractor is obliged to inform the Core Parties immediately in the event that collective proceedings, within the meaning of the French Commercial Code, or any equivalent procedure currently in force in the Contractor's country, are opened.

The Contractor is required to send to the Core Parties the same information as regards subcontractors it brings in for performance of the Agreement.

As set out above, it is the Contractor's responsibility to inform all those of its Employees who are affected by the Agreement, about the provisions relating to proper performance of the Agreement and aspects relating to their safety.

More generally, where, during the performance of the Agreement, it is subject to one of the cases for exclusion referred to in Sections L.2141-1 to L.2141-11 of the Public Procurement Code, the Contractor undertakes to inform the Core Parties of this change of situation without delay. In this case, the Core Parties may terminate the Agreement for this reason, in accordance with Section L.2195-4 of the Public Procurement Code. Unless regularisation measures are impossible, the Agreement shall be terminated in accordance with the terms of clause 18.1.1 "Termination for breach - With prior notice".

### **6.2.2 Duty to advise**

The Contractor acknowledges that it is bound by an obligation to provide advice and recommendations to the Core Parties concerning the performance of the Services set out in the Agreement. If the Contractor encounters difficulties in fulfilling its obligations, it must, on the one hand, inform the Core Parties about these difficulties as soon as possible, and, on the other hand, propose solutions as to how to resolve them, with a view to full performance of the Agreement.

Furthermore, in the event that the selection of a particular technology should prove to be more judicious than the one that is supposed to be put in place hereunder (better costs, new technologies enabling greater efficiency, etc.), the Contractor must inform the Core Parties about this alternative solution and shall provide the Core Parties with all the advice, warnings and recommendations necessary for the performance of the Services. This aspect of the obligation to advise shall also apply in the event that the Core Parties submit additional requests during the course of the performance of the Agreement.

### **6.2.3 Provision of Service *intuitu personae***

The Contractor commits that the Services shall be exclusively performed by itself or its subcontractors.

The Contractor shall ensure that the Services are provided from its own premises and with its own infrastructure.

The Contractor shall organize the provision of the Services at its discretion, but in accordance with the business needs of the Project and in particular any deadlines set respectively by the Core Joint Steering Committee or other bodies of the Project.

In order to fulfil its contractual obligations, the Contractor may only deploy the Employee it has specified in the Contractor Proposal as proof of his contract-specific experience.

Substitution or support by Employee not listed in the Contractor Proposal during the course of this Agreement is subject to prior approval by the Core Joint Steering Committee. In such case the Contractor shall provide to the Core Joint Steering Committee a curriculum-vitae and references of the substituting or supporting Employee prior to the substitution or support. In the event of a substitution, it is the Contractor's responsibility to ensure that the handover does not have a negative impact on the Project. Core Parties shall not unreasonably withhold an approval in case a good management and timely implementation of the Project is ensured.

#### **6.2.3.1 Supervision of the Contractor's Employee: Labour Law**

Neither the Contractor nor any person or third party appointed by the Contractor to execute the Services in compliance with Appendix 2, may be considered from any point of view whatsoever as

having the capacity of Employees of Core Parties.

The Contractor Employee assigned to perform the Services remain under the administrative control and the sole hierarchical and disciplinary authority of the Contractor throughout the duration of the Services. Possible instructions or directives formulated by Core Parties to the Contractor's representatives or Employees shall not be considered as interference in Contractor's employer's authority vis-à-vis its Employees. The Contractor shall ensure the supervision and control of his Employees, including when the Services are performed on Core Parties' site.

No delay in the performance of the Services due directly or indirectly to a lack of decision on the part of the Contractor following silence on the part of Core Parties, may be attributed to Core Parties in the context of a problem in the performance of the services encountered by the Contractor's Employees.

As employer, the Contractor shall be responsible for any payment and any procedure, formality and/or obligation of a fiscal, social security (in its broadest sense) or other nature, including obtaining, if necessary, any permission to work in the Core Capacity Calculation Region or abroad in good and proper form and for the term of the present Agreement, for any person who, in one way or another, provides Services on behalf of the Contractor within the context of the execution of the present Agreement. In this regard, any Employee of the Contractor shall in all respects remain a Employee of the Contractor and the Contractor shall be responsible for the payment of wages, social contributions, employer's contributions, fiscal retentions, insurance premiums and all other legal or extra-legal obligations to which the Contractor is bound and/or has agreed with its Employee. The Contractor's employees shall only take account of the instructions given by the Contractor. No remuneration shall be paid by or be due from Core Parties to the members of staff of the Contractor or any person or third party appointed by the Contractor to provide the Services.

### **6.2.3.2 Stability and skills of the Contractor Employee**

The Agreement is entered into with express consideration of the qualification of the Contractor's team performing all or part of the Services covered by the Agreement.

The Contractor shall ensure that the Services are carried out by highly qualified and experienced Employee who are duly familiar with the Services, the activities and the technical and functional environment of the Core Parties.

As from the entry into force of the Agreement, or the Purchase Order, the Contractor shall deploy the Employee assigned to the Services composed of the profiles and in particular the key positions, indicated in the Proposal. The Contractor shall take all reasonable steps to ensure that the same Employee remain assigned to the Services throughout the performance of the Services.

Core Parties are entitled to demand the replacement of any Employee assigned for this purpose if it proves in a documented way that the conduct, behaviour or capacities of the said Employees are not satisfactory in view of the contractual provisions.

The replacement of Employee by the Contractor shall not affect in any way the continuity of the performance of the Services and shall not result in any delay in the performance of the Services or any increase in costs.

In the event of the early departure of a profile assigned, the Contractor must inform the Core Parties at least one month before the departure of the Employee replaced (except in cases of force majeure). In addition, the Contractor must replace the profile with a profile of equivalent skills and seniority within a maximum of five (5) Working days following knowledge of the unavailability. Moreover, this replacement cannot justify an increase in price.

In the event that the only profile available at short notice is of a lower level of experience and skills, the Contractor shall offer a discount on the daily rate.

In order to ensure continuity in the Services, the Contractor shall, at its own expense, organise training, information and know-how transfer between its Employees to ensure that the Services are provided in accordance with this Agreement. A period of transition between the 2 profiles will be organised by the Contractor to reform the new profile in order to allow the new Employee to perform,

at the end of this training period, the agreed Services, with a similar level of skills as the former Employee. The duration of this period will be estimated at a minimum of 10 Working Days but may be re-evaluated according to the need and in agreement between the Parties. The Contractor shall bear the full financial expense of the 10 Working Days transition period. This transition period should not generate any additional costs for the Core Parties.

If this is not the case, the Core Parties may decide to terminate the Agreement immediately and by full right.

In the above case where Core Parties decides to terminate the Agreement, the Contractor shall not be entitled to any compensation, but shall be entitled to payment for the Services provided up to the effective date of termination, provided that the services provided meet Core Parties' expectations.

## 7 FINANCIAL TERMS

### 7.1 Price determination

In accordance with the preamble, the Contractor acknowledges that he is aware of the requirements of the Agreement. In this respect, the fixed prices, indicated in euros excluding value added tax, include all costs and expenses resulting from the obligations defined in the Agreement.

Consequently, no price changes may be envisaged unless the Parties have expressly agreed to such changes by means of price updating or revision clauses in the Agreement.

### 7.2 Agreement Price

Charges and rates details are available in Appendix 3.

<i>Modules</i>	<i>Designation</i>	<i>Total price (€ HTVA)</i>
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

The amount of the financial commitment under the Agreement, equal to the amount of the firm part, is [REDACTED]

The Services relating to Module 5 are remunerated on the basis of the unit prices defined below:

- PMO Junior: [REDACTED]

- o PMO Advanced: [REDACTED]
- o PMO Expert: [REDACTED]

Daily rates are based on 8 working hours.

Travel and accommodation expenses give rise to reimbursement without an increase on written proof after formal and prior agreement from Core Parties regarding the nature of the trip, within the limit of the following rules and practices. The following costs shall be invoiced separately in accordance with the agreed Agreement:

- i. Travel by train abroad in 2nd class; travel by plane within Europe in economy class; other destinations shall be dealt with on a case by case basis;
- ii. accommodation costs with maximum [REDACTED], depending on the town and location;
- iii. Catering costs of maximum [REDACTED]

In the absence of supporting documents, such costs shall not be reimbursed.

### 7.3 Price revision

Charges and rates are fixed until the completion of the initial term in 31/12/2024 (Module 1, 2, 3, 4). Prices are revised from the exercise of the first optional year using the following formula. Yearly price adjustments come into effect upon the first extended term (Options: 1.1, 1.2, 1.3, 1.4, 1.5, and 3.1).

Therefore:

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Charges and rates at P0 period are the prices negotiated at the date of last signature will trigger the entry into force.

Given the type of services, the reference index used in this formula is:

I1: 'SYNTEC' - Hourly labour costs for research and consultancy companies (MONITEUR n° SYN), monthly index.

Link: <https://services.lemoniteur.fr/indices-index/0d9af35e-6da8-4c54-ae4d-0ff15c6d72ad>

Prices are revised at the beginning of the periods : Charges and rates from P1 to P5 are subject to adjustment as from the effective date of the next term with the SYNTEC index and as follow:

$$P_n = P_0 \times [0,3 + 0,7 * (IND_n/IND_0)]$$

Where:

- P0: valid charges and rates at the contract notification date;
- Pn: revised new charges and rates value for the next term, n;
- IND0: arithmetical average of the last 12 published monthly values of the SYNTEC index in the month of notification of the Contract
- INDn: arithmetical average of the last 12 monthly values (final versions) of the SYNTEC index, known at the time of the revision.

The Contractor has the responsibility to adjust the prices from P1 to P5 and to submit for approval the adjusted prices to the Core Joint Steering Committee, by e-mail, 30 Days before the end of the ongoing period.

In any case, the variation of the charges and rates cannot exceed 2% per period Pn.

## **8 INVOICING AND PAYMENT**

### **8.1 Payment method**

For the proper execution of the Services the Contractor shall provide quarterly invoices.

It is explicitly agreed that all taxes, levies, deductions, duties and/or other fees, excluding VAT, either directly or indirectly, relating to the Services and to other services provided within the context of the Agreement shall be deemed wholly included in and covered by any of the amounts invoiced, with no exception whatsoever. Specific documentation requirements in respect of tax matters are listed in Appendix 5 to this Agreement and are binding only between the Contractor and PSE.

The Contractor guarantees that the invoices include all the legal information, and in particular that of article L.441-9 of the French Commercial Code. The Contractor costs shall be paid by Core Parties according to the following terms and conditions:

- i) Each invoice shall include:
  - full name and address of both invoicing and invoiced Party
  - the following VAT numbers: (VAT number of Contractor and of the Core Parties);
  - detailed timesheets with any references useful to identify clearly the Services to which the invoice relates;
  - invoice amount: Fee and Costs separately approved by Core Parties,
  - bank account and bank address (including IBAN and BIC) on which the relevant payment shall be made,
  - invoice number,
  - invoice issue date,
  - period of performance,
  - the order number to which the invoice refers;
  - payment term,
  - intra-community VAT number (for EU suppliers or Tax ID for non-EU suppliers)
  - value Added Tax (VAT) identifications and the applicable VAT rate;
  - a total amount of the invoice, the total amount before tax and the amount of tax to be paid (specify in case of exemption or special regime);
  - In the case of a credit note, the corresponding invoice number.
  - tax rate and tax amount separately, if any,
  - reference to the reverse charge (Reverse charge according to Article 196 from the Directive of Council 2006/112/EC – tax payable by customer).
  
- ii) Within four (4) Days after the end of each calendar quarter after the commencement of the Services the Contractor shall send twenty six (26) draft invoices and related detailed timesheets to the Core Joint Steering Committee (and other responsible invoicing contacts) through the e-mail contacts mentioned in Appendix 1. The amount individually invoiced to each Core Parties shall be calculated in accordance with the cost sharing key set provided by Core Parties as detailed in Appendix 6 at least four (4) weeks in advance of the end of the calendar quarter. In case no cost sharing key set is provided, the latest submitted cost sharing keys shall be applied.

- iii) The draft invoices may be deemed accepted, in case the Core Joint Steering Committee co-chairmen or a person authorized by Core Joint Steering Committee co-chairmen does not issue any remarks on the draft invoice (for information only) and/or the related detailed timesheets in written form (including e-mail) within fourteen (14) Days from the date of receipt of the draft invoice. If no remarks were issued the Contractor shall send the invoice with the appropriate amount of costs calculated in accordance with the cost sharing key provided by Core Parties. The invoices shall under no circumstances be sent before the respective draft invoice and related timesheets have been approved or deemed accepted by the respective recipient Core Parties. Invoices shall be sent to each respective Core Parties by e-mail and if required in hard copy (original).
- iv) The Contractor is entitled to object the remarks to the draft invoice and related detailed timesheets. In such case, the Contractor shall within four (4) Working Days of the receipt of the latest remark of the Core Parties notify the Core Parties through the Core Joint Steering Committee e-mail contacts and invoicing e-mail contacts listed in Appendix 1 of the reason for its objection. The Core Joint Steering Committee and the Contractor will endeavour to reach an agreement within ten (10) Days from such notification. In the event an agreement is confirmed in writing by all Parties within this period, the Contractor shall issue its invoices taking into account such agreement. In case no agreement is confirmed in writing by all Parties within this period of ten (10) Days, the point x) shall apply.
- v) If the draft invoice or related timesheets have been deemed accepted through Core Parties according to iii) within fourteen (14) Days after the end of the respective calendar quarter, the Contractor shall issue fifteen (15) Days after the calendar quarter of the performance invoices with the appropriate amount of the costs calculated in accordance with clause 8.1 to those Core Parties claiming the invoice without prior approval. Invoicing deadline due on a day other than a Working Day shall be made on the first (1st) following Working Day. Invoices shall be sent to each Core Party by e-mail and if required in hard copy.
- vi) Without prejudice to ix) the Core Parties commit themselves to pay the Contractor within thirty (30) Days of receipt of the original (hard copy) invoice of the Contractor if duly compliant with this Agreement and EU VAT regulation in force. Payments due on a day other than a Working Day shall be made on the first (1st) following Working Day. Payments shall be made by wire transfer to the bank account indicated by the Contractor in the invoice. Each Core Parties is only liable for its own share of the fees and costs. There is no joint liability of the Core Parties for none or late payment of a Core Party.
- vii) Should a Core Party be in delay with the payment of an invoice, the Parties agree that a contractual interest on arrears at the rate of 2% per annum.
- viii) The absence of any of the above under (i) mentioned or statutory required references will render the invoice(s) null and void. In this case the Core Parties reserves the right to return the invoice(s) to the Contractor, such returning being equivalent to disputing it.
- ix) In the event of a dispute regarding the payment of the invoice(s) or of a credit note, any amount due shall be paid within thirty (30) Days of the date of the agreement



reached on the dispute or of the judicial decision by which the dispute is definitively settled between the Parties. The Contractor undertakes not to invoke the exception of non-performance in order to suspend the performance of its obligations during the dispute.

- x) Payment by Core Parties of any invoice, wholly or in part, shall not be considered as an acceptance or validation of the Services performed and does not prejudice any claim or right of the Contractor and Core Parties pursuant to the execution of these Services.
- xi) If the bank account on the invoice differs from the bank account in this Agreement, it needs to update the bank account. The Party that needs to do the update shall send to the other Parties the statement in written form signed by authorised persons. The updated bank account is valid on the fifth working day after the day of receiving the statement by the other Party. There is no need to execute any amendment to this Agreement.

In accordance with ii) and v) the Contractor shall issue the draft invoice and the invoice to each Core Party with the appropriate amount of incurred costs in previous calendar quarter. The appropriate amount to be invoiced to each Core Party (the "**Individually Invoiced Amount**") shall be calculated as follows:

- i) The Contractor shall calculate the total amount of incurred costs in the previous calendar quarter to be invoiced to Core Parties (the "Total Invoiced Amount").
- ii) The Total Invoiced Amount shall be divided on a pro rata basis among all Core Parties in accordance with the cost sharing key as provided by the Core Parties

## **8.2 Payment of subcontractors**

The payment terms applicable to subcontractors eligible for direct payment or direct action under the French law n° 75-1334 of 31 December 1975, as amended, are specified by the mandatory provisions of this law and the Special Document.

To this end, the Contractor must ensure that the following provisions are contractually provided for with its subcontractor(s):

- for all payment requests, the subcontractor must send the Contractor the supporting documentation that serves as a base for direct payment. The latter has a period of fifteen (15) Days as from receipt of the supporting documentation to approve it or notify the Subcontractor of its reasoned refusal.
- as soon as the Contractor has approved these documents, the subcontractor may issue an invoice, sent to the Contractor, which will be paid by the Core Parties in accordance with the provisions of the clause 8.1 "Payment methods" in this Agreement.
- PSE's specific documentation requirements in respect of tax matters are listed in Appendix 5 to this Agreement and are binding to subcontractor(s).

Once the invoice has been issued by the subcontractor, the Contractor commits to send it to the Core Parties as soon as possible. Invoices issued by the Contractor shall display the amounts that the Core Parties must pay to the Contractor and directly to each of its subcontractors. They shall be sent,

together with a copy of the subcontractors' invoices, to the Contractor along with the Contractor's agreement.

If a subcontractor officially requests that the Core Parties pay to it directly the sums that it considers are due by the Contractor by way of the subcontracting agreement and by application of the aforementioned French law n° 75-1334, the Core Parties may deduct the amounts paid to the subcontractor from those invoiced by the Contractor. The amounts thus deducted shall not bear interest.

In order to comply with the legal obligations arising from the French Law n° 75-1334 of 31 December 1975 on subcontracting and the current tax regulations (Directive 2006/112/EC), the Core Parties are obliged to pay the subcontractors on the basis of the pre-tax value of their Services.

If the Contractor is based outside France, the direct payment by the Core Parties to the subcontractor (in accordance with the French Law of 1975) is limited to the pre-tax amount. VAT must be paid by the Contractor, who may request reimbursement in the context of the 8th European Directive (Directive 2008/9/EC).

## **9 TERMS AND CONDITION OF PERFORMANCE**

### **9.1 Services provided by the Contractor**

The Contractor shall provide the Services in accordance with the Specifications set forth in Appendix 2.

For the avoidance of doubt, the Parties agree that the Contractor shall have no exclusivity of providing Services identical or similar to the Services to the Core Parties

The Contractor undertakes and warrants:

- i) To render and provide the Services in strict compliance with all the requirements of this Agreement and any other further written specifications and/or requirements subsequently provided by the Core Parties as far as those further specifications and/or requirements are directly related to the Project;
- ii) To provide the Services defined in Appendix 2 respecting any deadlines in connection with the Services defined by the Core Joint Steering Committee or by other bodies of the Project within the limits set by the Core Joint Steering Committee. Any expected delay in the Services must be reported in advance and deadlines may only be extended with prior written consent (including e-mail) of the Core Joint Steering Committee or respectively the other bodies of the Project, as the case may be;
- iii) To perform its obligations under this Agreement in the best interest of the Core Parties and with a view of assuring the good and successful implementation of this Agreement and of the Project;
- iv) Given that the Project is a multi-party project, the Contractor is obliged to strict neutrality towards all participants, in particular towards all Core Parties. Therefore, the Contractor will take instructions only from the Core Joint Steering Committee and within the limits set by the Core Joint Steering Committee or from other bodies of the Project and not from any individual Core Parties

- v) To use the highest degree of diligence, prudence and foresight that is exercised by experienced service providers engaged in the same line of business under the same or similar circumstances;
- vi) To report to the Core Joint Steering Committee on a regular basis on the progress of the Services as well as highlight and report on the important decisions that need to be taken during the term of this Agreement;
- vii) That at all times during the duration of this Agreement, it shall fulfil all the legal obligations and technical requirements related to its activities. Every single Core Party is entitled to directly claim any damage caused by a violation by the Contractor of its legal obligations related to its activities.

## **10 PENALTIES**

### **10.1 GENERAL PROVISIONS**

The penalties stipulated under this Agreement shall apply independently of one another; however, one event/breach may only give rise to one penalty.

The penalties are applicable, as of right, without prior notice, as of the day, on which the event generating the penalty is noted by the Core Parties including when this event is due to one or more suppliers and/or subcontractors of the Contractor

Penalties shall be applied without prejudice to the Core Parties' right to terminate this Agreement. The Core Parties reserve the right to ask the Contractor for damages and interests, through application of the clause 1515 "Liability", in lieu if penalties.

The fact that the Core Parties have not requested that any penalty be applied shall not, under any circumstances, be considered as a definite waiver by the Core Parties of their right to apply this penalty, nor as a waiver by the Core Parties of their rights arising from the provisions of this Agreement.

Under no circumstances shall the payment of penalties by the Contractor absolve the Contractor from performing their obligations under this Agreement. If no information is provided, the penalties shall be withheld in full from the authorized representative, where said operation shall not engage the liability of Core Parties vis-à-vis the co-contractors.

The total amount of the penalties is not subject to VAT.

Unless expressly provided otherwise, these general provisions apply to all penalties under this Agreement.

### **10.2 METHODS FOR THE APPLICATION AND PAYMENT OF PENALTIES**

The Core Parties shall send the Contractor a document notifying them of the application of the penalties and the associated amount.

The Contractor shall have twenty-one (21) Working Days from the notification of the penalties to make their observations.

At the end of the above-mentioned process, the Core Parties shall send the Contractor an invoice for the amount of the above-mentioned penalties.

## **10.3 DETAILS OF PENALTIES**

### **10.3.1 Penalties for delayed performance**

#### **10.3.1.1 Penalties for delay in exceeding the performance deadlines**

For any overrun of a contractual performance period set out in the Purchase Order or in the Specification and identified as a performance period subject to penalty, the Contractor shall be liable to pay a penalty, the amount of which shall be calculated according to the following formula:

$$P = C \times D \times R$$

Where:

- $P$  is the amount of the penalty,
- $C$  is the amount of the Purchase Order affected by the delay, excluding tax,
- $D$  is the number of Days of delay,
- $R$  is the penalty rate per Day's delay attributable to the Contractor.

The penalty rate  $R$  is set at 0.5%.

#### **10.3.1.2 Penalties for delay in the submission of documentary deliverables**

If one of the deliverables requested is not delivered within the contractual deadline and at the required level of quality, a penalty [REDACTED] per day in excess of the contractual deadline for submitting the document.

This daily penalty is also applicable in case of failure to submit the records associated with the documentary deliverables or the counting.

### **10.3.2 Other penalties**

#### **10.3.2.1 Penalties relating to the Contractor's administrative situation**

If the contractual deadline for the submission of the documents referred to in the "Subcontracting - Special rules" clause is not observed, the Contractor shall incur a penalty [REDACTED] per document and Day's delay in the contractual deadline.

#### **10.3.2.2 Penalties concerning the Employee working on behalf of the Contractor**

Without prejudice to Core Parties' right to terminate this Agreement in accordance with the provisions of the clause 1818 "Termination", the Contractor is liable to penalties of [REDACTED] of delay in the following cases:

- following the departure of the Contractor's Employee carrying out the assignment, in the event of failure by the Contractor to comply with its contractual commitment to submit a profile of equivalent skills and experience within a maximum period of five (5) Working Days;

- if the replacement recovery period of at least ten (10) Working Days is not respected (except in cases of force majeure)

- if the one (1) month notice period in case of departure, replacement of the contractor's Employee

at the Contractor's initiative is not respected

## **11 COLLABORATION OF THE Core Parties**

The Parties agree that the Contractor shall have direct contact with each Core Party as long as clause 9.1 iv) of the Agreement (i.e. strict neutrality and no instructions being taken by individual Parties but by respectively Core Joint Steering Committee or other bodies of the Project) is observed.

The Parties accept and agree that new parties can enter into this Agreement provided they are a TSO or a NEMO, have adhered to the Core DAOA during the duration of this Agreement and have signed the Accession Form in Appendix 4. As from the signature of the Accession Form in Appendix 4 by the new party, this latter shall be bound by all obligations and be granted all rights described within this Agreement.

## **12 ASSIGNMENT OF THE AGREEMENT**

The Contractor may not assign all or part of this Agreement to a third party, for a fee or free of charge, without the prior and written agreement of the Core Parties, bearing in mind that in case such assignment were to take place, it must comply with both public procurement and competition laws. The Core Parties are authorized to assign their rights and obligations under this Agreement to a third party. The Core Parties shall inform the Contractor in case of such assignment.

## **13 CONFIDENTIALITY**

The Contractor undertakes not to disclose and to maintain strictly confidential any Confidential Information, as defined in the paragraph thereafter. The Contractor acknowledges, the specific provisions with regard to confidentiality to which the Core Parties are subject as transmission system operators and nominated electricity market operators (respectively) in particular with respect to market data, having been personally and specifically informed on such provisions and having fully understood and accepted them.

For the purpose of this Agreement any information exchanged between the Core Parties and the Contractor or of which the Contractor gains knowledge or to which the Contractor has access in respect of or within the context of providing the Services, as well as this Agreement is to be considered as confidential information (hereafter called "Confidential Information"), to the exception of information which is:

- i) Already in the public domain at the time it is disclosed, it being understood that the foregoing only applies to the extent the Contractor proves to the satisfaction of the Core Parties that the information was already in the public domain at the time of disclosure;
- ii) Already known to the Contractor at the time it is disclosed and not having been previously obtained either directly or indirectly from the Core Parties, it being understood that the foregoing only applies to the extent the Contractor proves to the satisfaction of the Core Parties that the information was already known to it at the time of disclosure;
- iii) After having been disclosed, it becomes accessible to the Contractor following a lawful communication by a third party without breaching any obligation of confidentiality

(explicit or implied) to the extent the Contractor proves to the satisfaction of the Core Parties that the information was lawfully communicated by such third party.

Notwithstanding the foregoing, the Contractor undertakes to maintain strictly confidential any Confidential Information and not to disclose it, in whatever form that may be, except if communication thereof is required by law or by competent administrative or judicial authorities provided that such authorities have a legally justified need to know such information and are, by law or contractually, bound to respect the confidential nature of this information under terms equivalent to the terms of this Agreement.

In the event that the Contractor is required to disclose any Confidential Information, it shall first give immediate written notice of such requirement to the disclosing Core Parties to allow it/them, if possible, to intervene in the proceedings or to take all possible measures to protect their interests in the matter.

The Contractor is entitled to grant access to such Confidential Information to its representatives or Employees on a need-to-know basis and provided that the relevant Core Parties is previously informed and such persons undertake non-disclosure obligations on the Confidential Information at least as strict as these undertaken by the Contractor under this Agreement. Such non-disclosure obligations undertaken by representatives, members of staff shall be disclosed on request from the relevant Core Parties.

Moreover, the Contractor undertakes to fulfil the confidentiality undertakings under this clause 13 and to have them fulfilled by their representatives, Employees, throughout the term of this Agreement and during five (5) years following its termination or expiration. Any breach of the confidentiality undertakings under this clause 13 by members of staff of the Contractor shall be considered as being a material breach on the part of the Contractor. The Contractor shall be liable for such representatives, members of staff for any loss (including indirect loss) resulting from a breach by such representative, Employees of this clause 13.

If the receiving Party is required to forward Confidential Information sent by the issuing party to a third party for the satisfactory performance of this Agreement, it shall commit to insert in the contractual relations with this third party the same confidentiality obligation as that pursuant to this clause and shall first have the prior written agreement of the issuing party for such disclosure.

In the event that the provisions of this clause are breached, the Party that is aware of this breach commits to inform the other Party of it as soon as possible, by registered letter with acknowledgement of receipt, and take all necessary measures to limit the effects of this breach.

The receiving Party commits, upon expiry or termination of this Agreement, to return to the issuing Party or destroy within 30 (thirty) Days following a written request from the issuing Party, the support media on which Confidential Information has been sent by the latter, as well as any copies or reproductions of the same and pass on this obligation to third Parties who may have received Confidential Information in the context of the performance of this Agreement. In the event of such a request, the receiving Party shall certify in writing to the issuing Party within the period given above, that all the provisions of this clause have been respected.

In case of a breach by the Contractor with regard to its obligations under this clause 13, the relevant Core Parties shall be entitled to claim full compensation of the Contractor for any and all direct losses, damages, charges, fees or expenses, expected and unexpected, arising out, or resulting from, a breach of the terms of this clause 13.

In case of any breach by the Contractor in relation to this clause 13, the Contractor shall immediately pay a penalty of ██████████ per breach and per affected Core Party. It shall not prevent any Core Parties to claim further compensation. The liability cap provided under Article 15 shall apply to any amount due by the Contractor under this clause.

The Contractor acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm and significant prejudice to the Core Parties. Accordingly, the Contractor agrees that the concerned Core Parties may seek immediate injunctive relief to enforce obligations under this clause 13 in addition to any other rights and remedies it may have by law or contractual arrangement, to the fullest extent permitted by law.

## 14 INTELLECTUAL PROPERTY

It is explicitly agreed between the Parties that the documentation, specifications and any other information provided by the Core Parties within the context of the Services (the "Data") to the Contractor shall be and remain the exclusive property of the Core Parties providing such Data and that the Contractor shall not benefit from any right in their regard, except the nonexclusive and non-transferable, right to use those Data solely to the extent that such use is strictly necessary for the provision of the Services.

All works, preparations, creations, studies, researches, experiences, inventions or other information, including without limitation all documents, drawings, documentation, manuals, reports, schemes, software (system programs, applications, object codes, source codes), algorithms, technologies, business secrets, methods, inventions, findings, know-how technical or other data, databases, statistical analyses as well as information derived directly or indirectly there from, of whatever kind, developed by the Contractor, as the case may be, pursuant to or in connection with the Services provided under this Agreement or constituting a direct or indirect result of the performance by the Contractor of this Agreement (the "Developments"), shall become the Core Parties joint property as they are developed, at no additional cost or remuneration and all intellectual property rights in respect thereto shall be vested with the Core Parties to the fullest possible extent, and to the extent necessary, immediately transferred and/or assigned to the Core Parties as from their creation.

In case of termination of this Agreement the Core Parties shall thus be considered the co-owners of all Developments and the intellectual property rights pertaining thereto and the Core Parties shall thus be entitled to maintain and use all these Developments, at no additional cost or remuneration. In execution of the aforementioned obligation, the Contractor shall transfer intellectual property rights to the prospective outcomes of this Agreement to the extent not already transferred in compliance with this clause 14 to the Core Parties within 30 Days of termination.

The Contractor undertakes to provide, the Core Parties with all useful support in obtaining and maintaining the right or legal title concerned without a right to additional remuneration. This includes but is not limited to the signature of documents useful to its participation in procedures for obtaining the said right or title.

For the purpose of this clause, intellectual property rights shall mean all existing and future, registered or unregistered, intellectual, industrial, commercial and all other property and similar or related rights, title and interest including applications for the same, in the Core Capacity Calculation Region and/or elsewhere in the world, including but not limited to copyrights, neighbouring rights, portrait rights, moral rights, sui generis database rights, models and design rights and all other possible rights in the field of literature, arts and science, rights to patents or patent applications, topography rights, rights to know-how or trade secrets, and all other rights on intellectual creations in the field of technology, trademarks, trade names rights to statutory and commercial denominations, domain names and all other possible rights to signs used in business to distinguish one good or service from another in trade.

The Contractor will ensure that its representatives, Employees and agents (such as third parties appointed by the Contractor to execute the Services in compliance with clause 9) also comply with the obligation under this clause 14.

## 15 LIABILITY

The Parties will not be liable to another for any loss of profits, loss of revenue, loss of reputation, loss of business opportunity, business interruption, or any other consequential, indirect or special damages in connection with any breach of this Agreement.

Parties are liable for any damage caused by a breach of their obligations arising out of generally applicable legal regulations or the terms and conditions of this Agreement ("a Breach")

In case of any breach by the Contractor of one or more of its obligations under this Agreement, the indemnification obligations of the Contractor shall be limited to ██████████ ████████, except in the event of gross negligence or intentional breach in which cases the indemnification obligations shall be uncapped. The indemnification obligations shall also be uncapped

in case of bodily injury, damage to human life or health.

In case of any breach by one or several of the Core Parties of one or more of the obligations under this Agreement, the indemnification obligations of each Core Party shall be limited to [REDACTED]. For the avoidance of doubt, each Core Parties shall bear its own costs arising from the liability for its own breach of its obligation under this Agreement and Core Parties shall not bear joint or several liability under this Agreement.

## 16 FORCE MAJEURE

An event of Force Majeure means any unforeseen, unavoidable/irresistible event making the performance of all or part of the contractual obligations of one or the other of the Parties impossible, either temporarily or permanently. Force majeure is to be construed within the meaning given to such notion in article 1218 of the French Civil code.

The Parties shall not incur any liability and are not bound by any obligation to repair damage sustained by one or the other due to the non-performance or defective performance of all or part of their contractual obligations when the cause of this non-performance or defective performance is an occurrence of Force Majeure.

The Parties' contractual obligations in question, with the exception of confidentiality, shall then be suspended for the whole duration of the Force Majeure.

The Party that wishes to invoke an event of Force Majeure shall inform the other Party as soon as possible, specifying the nature of the event of Force Majeure invoked and its probable duration and the consequences that it shall have on the performance of this Agreement.

Any Party that invokes an Event of Force Majeure shall be obliged to do everything it can to limit its consequences and its duration.

If the Force Majeure event continues beyond a period of three months from the date on which it arises, this Agreement may be terminated under the conditions set out in the clause 18.2.2 "Termination without breach".

## 17 INSURANCE

The Contractor must have insurance policies taken out with a reputable insurance company which cover all the risks linked to its activity and to this Agreement, including transport-related risks.

A copy of the Contractor's insurance certificates, specifying the activities covered, the guaranteed sums and their period of validity, plus a certificate proving that it has paid its premiums, must be sent to the Core Parties within a period of **twenty one (21)** Days from the date on which the request is made. Insurance that is taken out by the Contractor may not, under any circumstances, be considered as any kind of limitation on the liabilities incurred.

## 18 TERMINATION

The Parties accept and acknowledge the importance of legal and regulatory requirements to which the Core Parties are subject to as transmission system operators and nominated electricity market operator (respectively). The Core Parties via the Core Joint Steering Committee chairman may reasonably request to amend or, if necessary, and without court intervention, terminate immediately, by registered letter, this Agreement and without having to compensate the Contractor for any loss of demand that have been provided in anticipation of the continuation of this Agreement for such amendment or termination of this Agreement, if a legislative or regulatory text, decree, decision issued by a competent regulatory authority, or an opinion, proposal or demand by such an authority, require, any such amendment or termination.

### 18.1 Termination for breach

Termination for breach shall be effected either by means of a prior notice or with no prior notice in accordance with articles 1224 and 1226 of the French Civil Code. For clarity's sake, the term "termination" is to be construed under the present clause as meaning "résiliation" as mentioned in the third paragraph of article 1229 of the French Civil Code. Termination for breach shall not prejudice



the payment of compensation to the Core Parties for all the harmful consequences of the Contractor's breaches of this Agreement. The final payment shall depend on the Services actually and properly performed up to the termination date.

### **18.1.1 With prior notice**

#### **18.1.1.1 Termination with prior notice by the Core Parties**

The Core Parties may terminate collectively, wholly or partly, this Agreement by registered letter of the chairman of the Core Joint Steering Committee to the Contractor with acknowledgement of receipt, without any court intervention and without any compensation being due in the event the Contractor is in breach of this Agreement.

In the event that the Contractor breaches one of its contractual obligations, the Core Parties may give it notice that it is to fulfil his obligations by a deadline adapted to take the breach identified into account.

If the Contractor has not fulfilled its obligations within the period stated in the notice, the Core Parties may:

- either take any necessary measures to remedy this situation, at the Contractor's expense. For this purpose, the Core Parties may, in particular, ask a third party to replace the Contractor, at the Contractor's expense, without prior judicial authorisation
- or automatically and rightfully terminate this Agreement. In any event termination will take effect with receipt of the termination notice.

In the event of termination, the Core Parties and the Contractor shall then conduct observations connected to the Services performed, and conduct an inventory of the services.

The Contractor shall be required to perform, at its expense, the measures determined by the Core Parties to ensure the conservation and safety of the Services or the works, and return to the Core Parties all the documents related to the performance of this Agreement.

A report on these operations shall be drawn up.

The drawing up of this report shall imply acceptance of the Services performed, with effect from the date of termination, for the starting point of the guarantee period and the period provided for final payment.

Failing performance of these measures, the Core Parties shall enforce them automatically, at the expense and risk of the Contractor.

When certain Services are carried out on the premises of the Core Parties, the Contractor shall be required to move out of the premises and, in particular, to move its equipment out of them. If it does not fulfil this obligation, the Core Parties may have this removal carried out at the expense and risk of the Contractor.

Any termination because of a breach of this Agreement shall be without prejudice to any other rights and remedies the non-defaulting Party may have against the defaulting Party, including any claim for damages or reimbursement of price as determined in clause 7.

#### **18.1.1.2 Termination with prior notice by the Contractor**

The Contractor may unilaterally terminate this Agreement by registered letter to all Core Parties with acknowledgement of receipt, without any court intervention and without any compensation being due, subject to a 6 months' notice period for any reasons of its own, including those which may be deemed to have been foreseeable at the time of entering into this Agreement. In such a case the Contractor will still have the right to claim payment for all services which were provided before and during the notice period.

### **18.1.2 Without prior notice**

The Core Parties may terminate this Agreement by registered letter with acknowledgment of receipt, without prior notice, for serious breaches, in particular:

- 1) if the Contractor commits fraud during the performance of this Agreement;
- 2) If the Contractor has provided incorrect information about its company, its experience, its professional, technical and financial capacities, its suppliers, its possible subcontractors, its quality process, its products, means or capacities, as well as all the information referred to in Article R2143-3 of the French Public Order Code;
- 3) the contractual cap on penalties is reached or exceeded as specified in clause 10 "*Penalties*";
- 4) if the Core Parties become aware of repeated breaches pertaining to the insufficient quality of the Services, notably when the Contractor fails:
  - to submit a profile of equivalent skills and experience within a maximum period of five (5) Working Days following the departure of the Contractor's Employee carrying out the assignment
  - with the replacement recovery period of at least ten (10) Working Days is not respected (except in cases of Force Majeure)
  - if the one (1) month notice period in case of departure, replacement of the Contractor's Employee at the Contractor's initiative is not respected
- 5) in the event of a breach of security leading to a seriously dangerous situation;
- 6) if the Contractor declares that it is unable to meet its commitments without having to invoke a case of force majeure;
- 7) if the Contractor resorts to subcontracting without the subcontractor being approved and without prior agreement of the payment terms by the Core Parties;

In the event that a substantial change is made to elements leading to the Contractor's aptitude or qualification, the Core Parties may:

- suspend or terminate any Purchase Order, by rights, without any legal formality;
- terminate this Agreement by rights without any legal formality.

The terms and conditions specified as of the third paragraph of the clause 18.1.1 "With prior notice" shall apply to this clause, "*Without notice*".

## **18.2 Termination without breach**

### **18.2.1 With prior notice**

The Core Parties may terminate collectively this Agreement by registered letter of the chairman of the Core Joint Steering Committee to the Contractor with acknowledgement of receipt, without any court intervention, subject to a period of 3 (three) months' notice for any reasons of its own, including those which may be deemed to have been foreseeable at the time of entering into this Agreement. In such a case the Contractor will still have the right to claim payment for all services which were provided before and during the notice period.

In the event that a Core Party unilaterally terminate the Core DAOA then it also unilaterally terminates this Agreement with relation to this Core Parties. This shall be effected via notification by means of registered letter to the others Parties with acknowledgement of receipt, without any court intervention and without any due compensation.

In case of early termination pursuant to clauses 18.2.1, 18.2.2 and 18.1.1.2, the Contractor is always obliged to ensure a professional and thorough handoff, starting after the termination notice period, regarding all Services provided to all Core Parties, all open to do's, any unfinished works, preparations, creations, studies, researches, experiences, inventions or other information to an

appointed liaison personnel from the Core Parties or an appointed new project management officer. The costs for a handoff period, which shall not exceed 2 months unless otherwise agreed by Core Joint Steering Committee, shall be tackled in accordance with the quarterly estimations of the individual work packages. Should the handoff processes require complementary work from the Service this shall be invoiced as Additional Services but never exceed 20 man-days.

### **18.2.2 Without prior notice**

The Core Parties via Core Joint Steering Committee chairman may terminate, wholly or partly, this Agreement with immediate effect by registered letter to the Contractor with acknowledgement of receipt, without any court intervention and without any compensation being due, if the Contractor:

- i) ceases its business or becomes the object of a liquidation or dissolution;
- ii) is declared bankrupt or becomes the object of a filing of a voluntary or involuntary petition under the applicable Bankruptcy Act;

The judgment pronouncing the Contractor's compulsory or official receivership shall be sent immediately by the Contractor to the Core Parties. This applies to any judgment or decision likely to have an effect on the performance of this Agreement. In the event of jointly and severally liable co-contracting parties, the co-contracting party concerned shall be responsible for sending this judgment. Termination of the Agreement may sought by the Core Parties in the event of compulsory or official receivership in accordance with the legal and regulatory provisions currently in force.

- iii) is the object of an appointment of a receiver, or admitted in writing its inability to pay its debts generally as they come due (to the extent compatible with applicable law);
- iv) Force Majeure: this Agreement may be terminated by one or the other of the Parties, as of right, three months from the date on which the force majeure event occurs, as provided in the clause 16 "Force majeure"

In case of early termination pursuant to this clause 18, the Core Parties will only remunerate the Contractor for the Services already performed consistently with the terms and conditions of this Agreement.

## **19 APPLICABLE LAW AND DISPUTE RESOLUTION**

### **19.1 Applicable Law**

This Agreement language shall be in English.

The Parties agree that the working language for all notifications and for all matters relating to this Agreement shall be English, to the extent compatible with the applicable provisions of mandatory law, if any.

The applicable law shall be French law, to the exclusion of its conflicts of law rules.

### **19.2 Dispute Resolution**

In the event of disagreement relating to the validity, the enforcement and/or the interpretation of this Agreement, the Parties commit to try to settle such disagreement, by convening a meeting of the Core Joint Steering Committee with Contractor.

In case the disagreement cannot be settled neither as in previous paragraph, within 6 months from the date the disagreement is first mentioned in written between the Parties, then this disagreement

shall be settled according to French Law before the competent court in accordance with clause 19.3.

In order to launch an attempt for an amicable settlement, the complainant shall send the other Party notification by registered mail with acknowledgment of receipt, stating:

- the Agreement reference (name, number and notification date);
- the subject of the dispute;
- the proposal for a meeting with a view to resolving the dispute amicably.

### **19.3 Competent court**

The courts holding jurisdiction are the Paris courts.

## **20 MISCELLANEOUS**

This Agreement constitutes the entire agreement between the Parties with respect of the subject matter thereof and supersedes any prior or contemporaneous agreements, whether oral or written, between the Parties with respect to said subject matter. No Party has relied upon any other promise, representation or warranty other than those contained herein, in executing this Agreement.

The Parties are aware of the fact that OTE, a.s., irrespective of the Applicable Law of this Agreement, has a national legal obligation within the meaning of Section 2 (1) of the Czech Act No. 340/2015 Coll., on special conditions for the entry into force of certain contracts, to publish this Agreement in the National Contract Registry of the Czech Republic and that, insofar as OTE is concerned, the entry into force of this Agreement is subject to such prior publication of this Agreement.

For information purposes only, TGE and PSE hereby declares that it has the status of a large enterprise, as defined in Article 4 (6) of the Polish Act on counteracting excessive delays in commercial transactions (Dz.U. [Journal of Laws] from 2020, item 935, 1086, as amended). This status is also defined in Commission Regulation (EU) n° 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty on the Functioning of the European Union (OJ EU L 187, 26 June 2014, as amended).

The Contractor may not assign or transfer this Agreement without the prior explicit written consent of the other Parties which will not unreasonably withhold or delay their consent.

No agency, partnership or joint venture relationship is created between the Parties as a result of this Agreement.

IN WITNESS THEREOF, Core Parties and the Contractor have caused their duly authorised representatives to execute this Agreement in 27 originals.

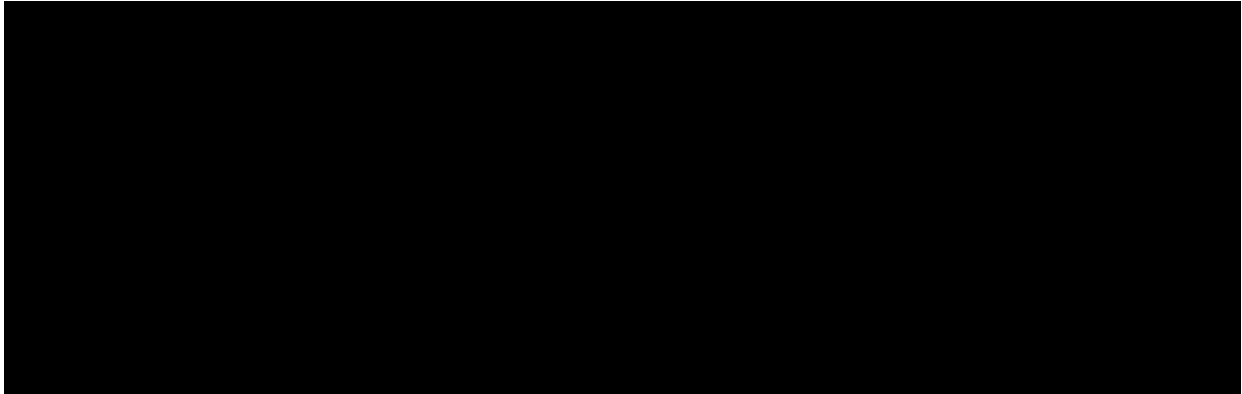
SIGNATORY PAGES  
FOLLOWING

# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**50 Hertz Transmission GmbH**

Date:

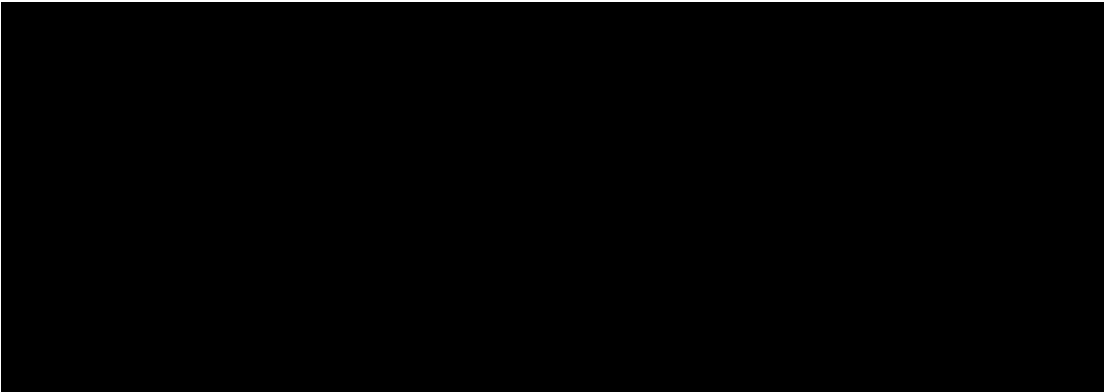
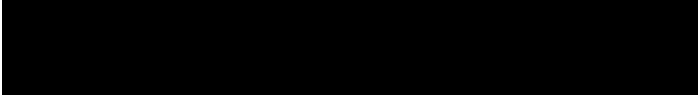


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**Amprion GmbH**

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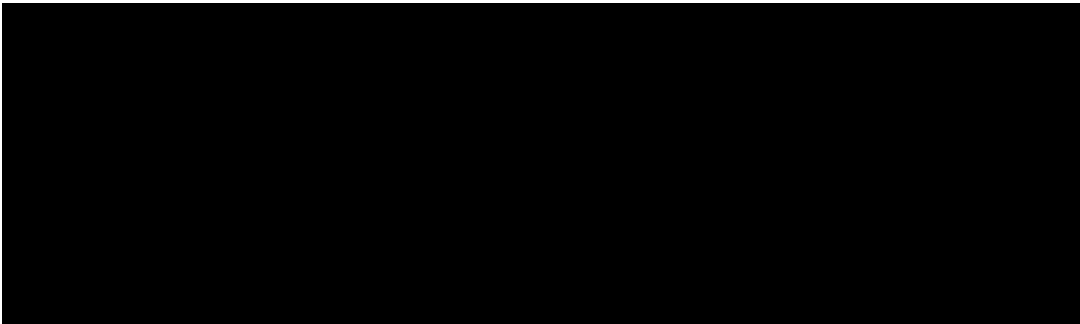


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**Austrian Power Grid AG**

Date:

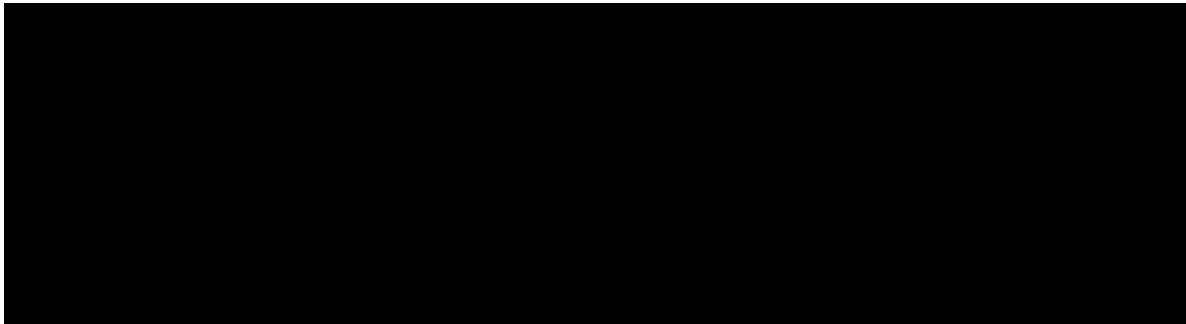


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**ČEPS, a.s.**

Date:



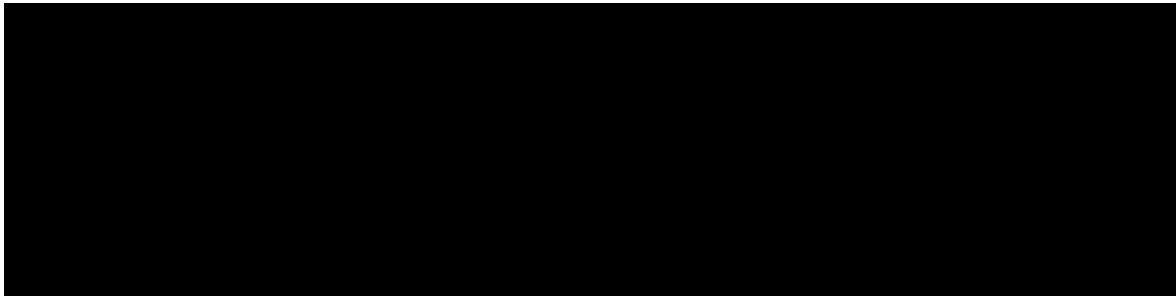
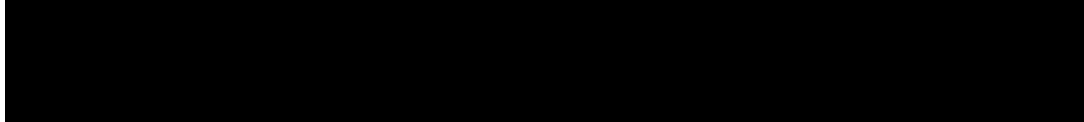


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**CREOS Luxembourg S.A.**

Date:

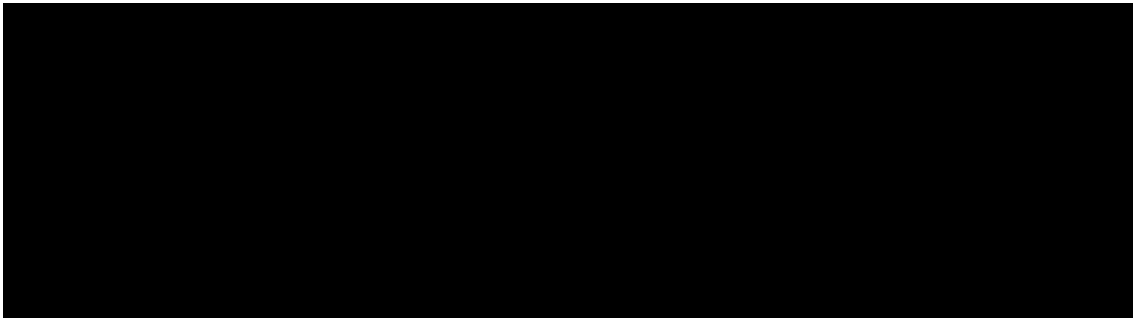
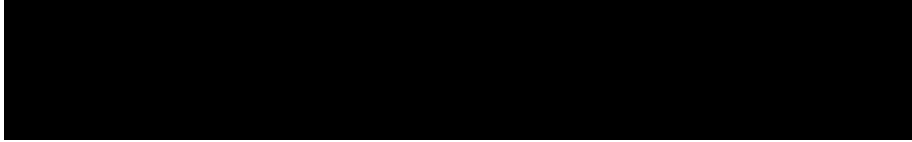


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**Croatian Transmission System Operator Plc.**

Date:

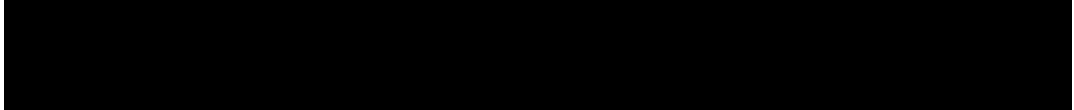


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**ELES, d.o.o.**

Date:

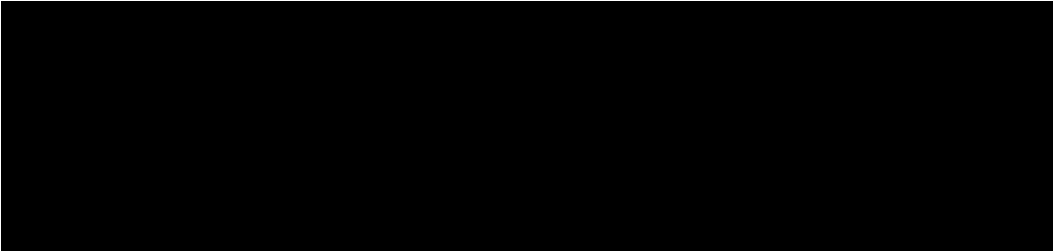
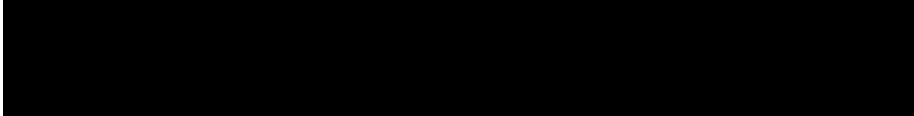


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

## ELIA Transmission Belgium SA/NV

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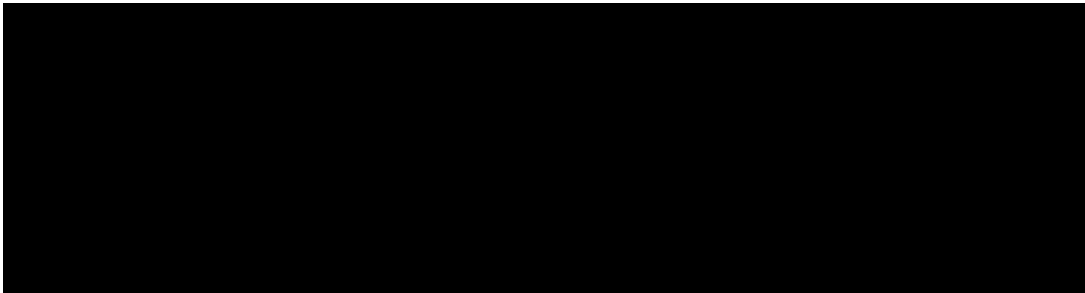


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**MAVIR Magyar Villamosenergia-ipari Átviteli Rendszerirányító Zártkörűen Működő Részvénytársaság**

Date:

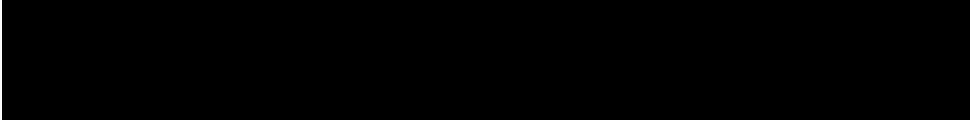


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**National Power Grid Company Traselectrica S.A.**

Date:

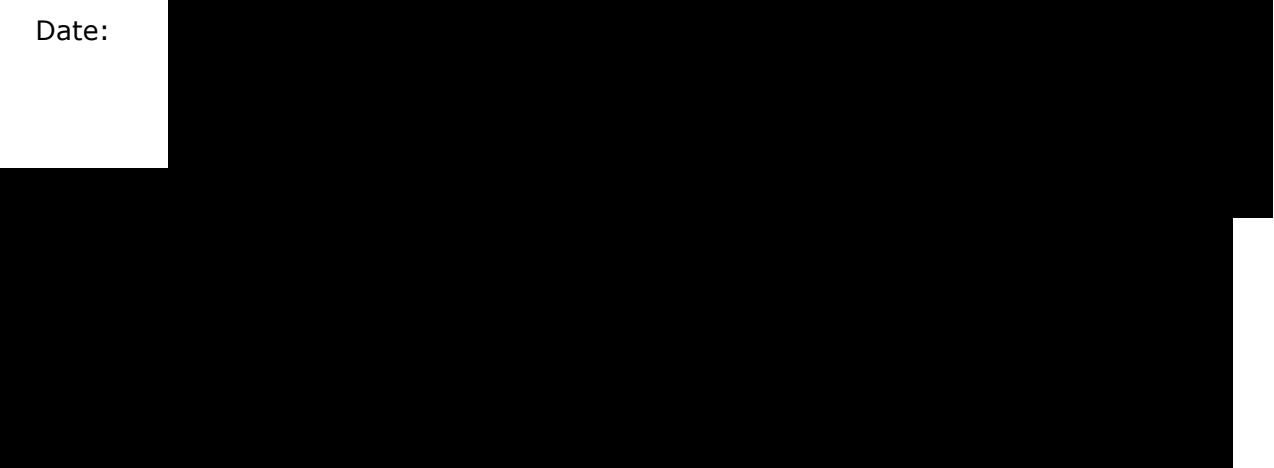


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AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**Polskie Sieci Elektroenergetyczne S.A.**

Date:

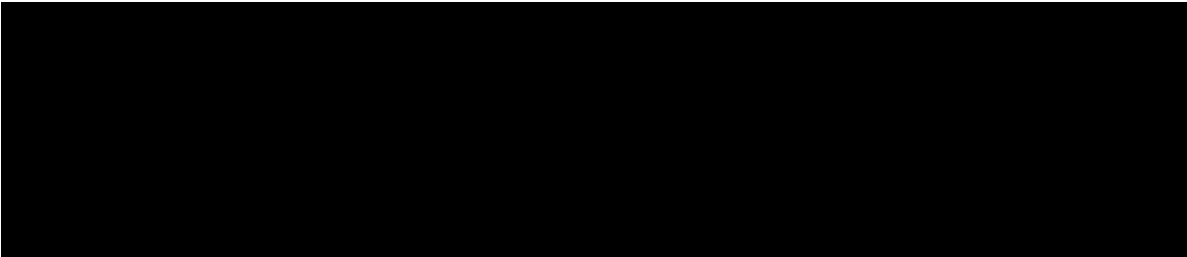
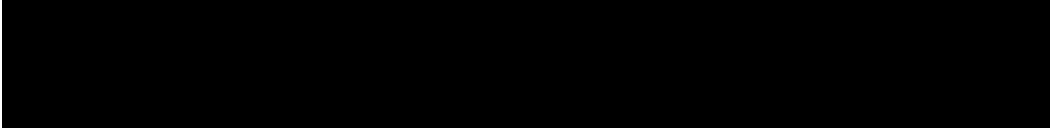


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**RTE Réseau de Transport d'Electricité**

Date:



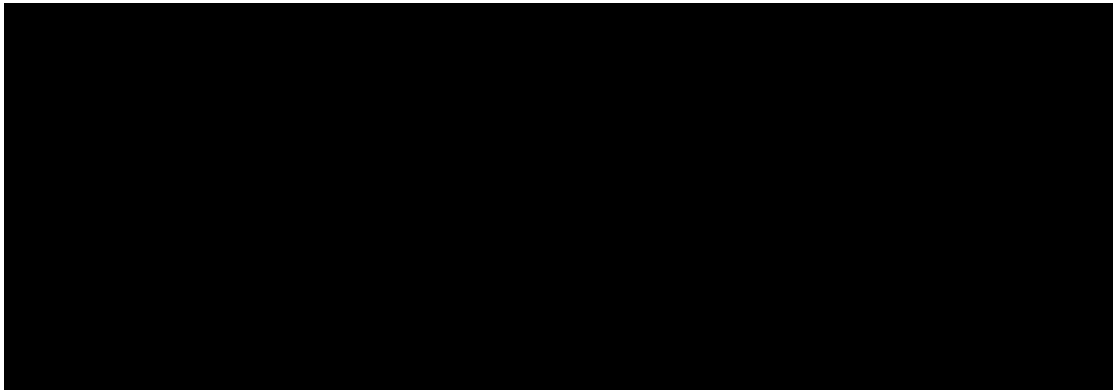
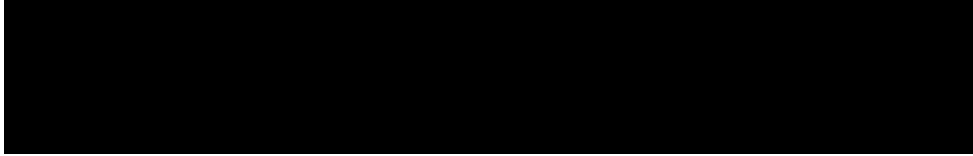


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**Slovenská elektrizačná prenosová sústava, a.s.**

Date:

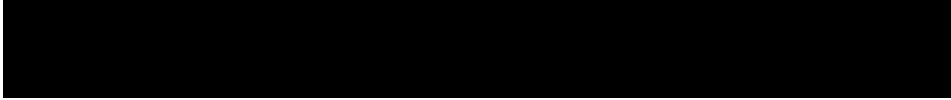


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**TENNET TSO B.V.**

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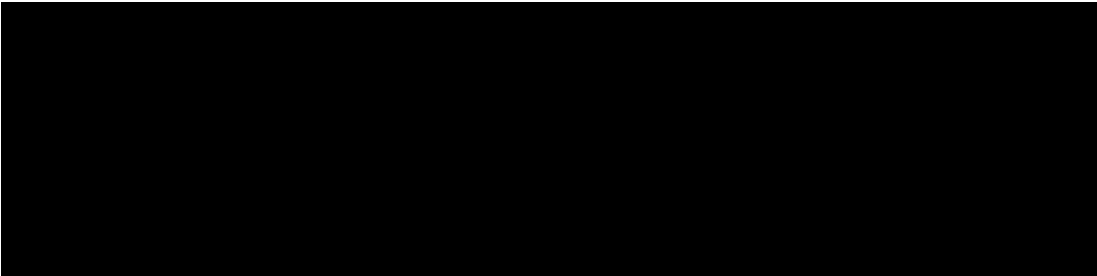
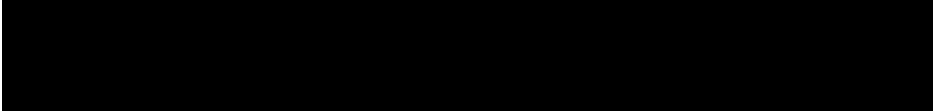


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**TENNET TSO GmbH**

Date:

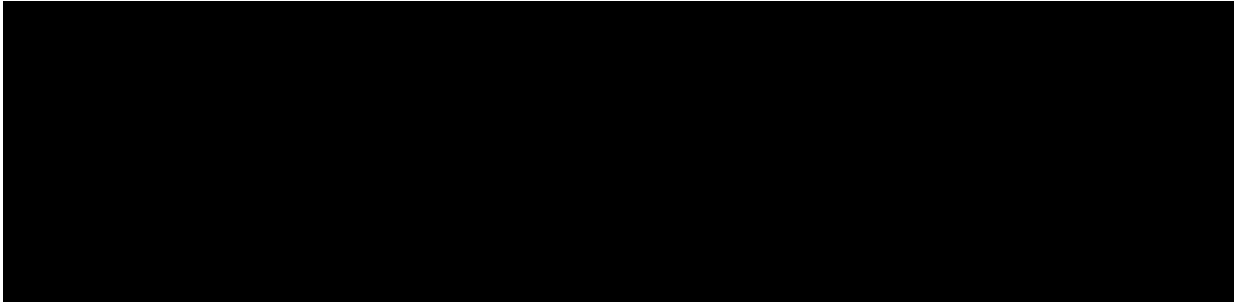
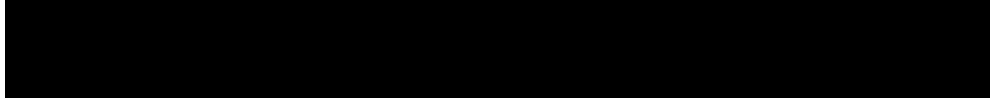


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**TRANSNET BW GmbH**

Date:

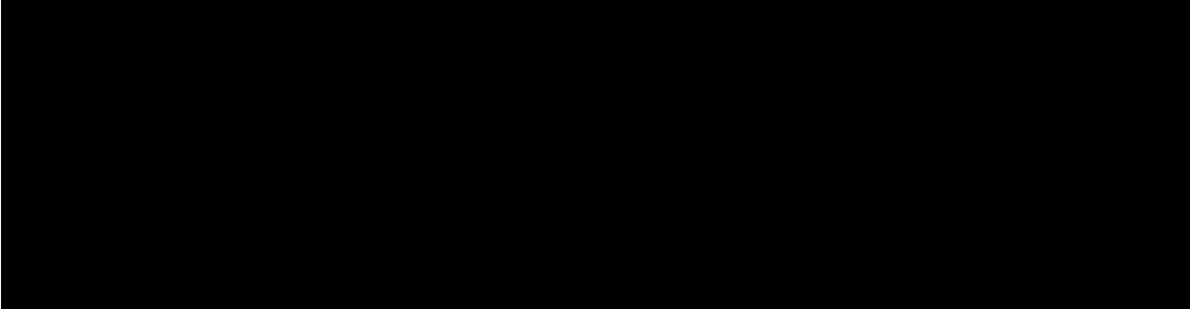
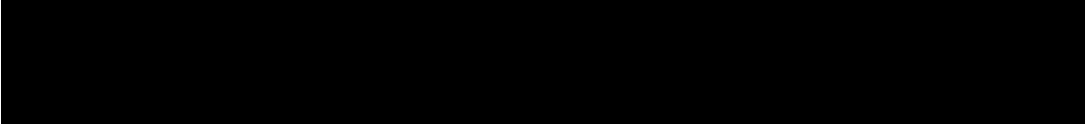


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**BSP Energy Exchange LL C**

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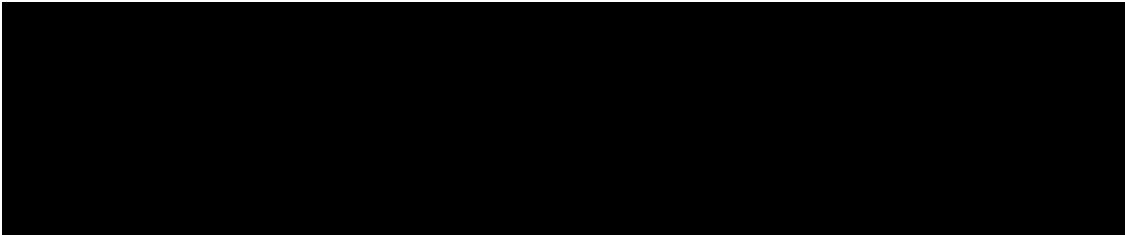
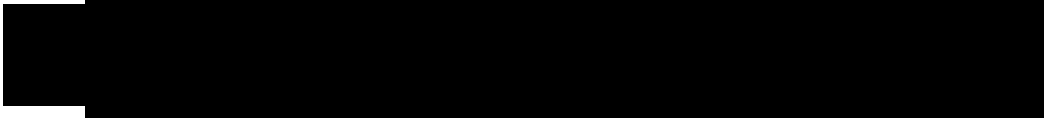


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**CROATIAN POWER EXCHANGE Ltd.**

Date:

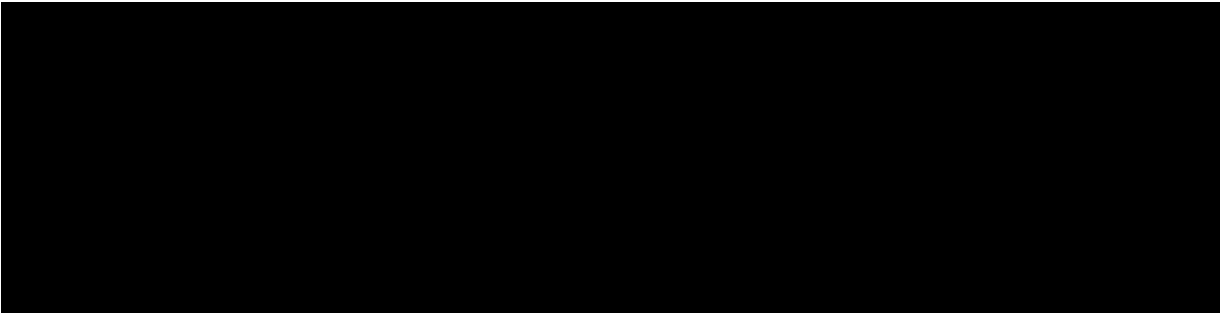
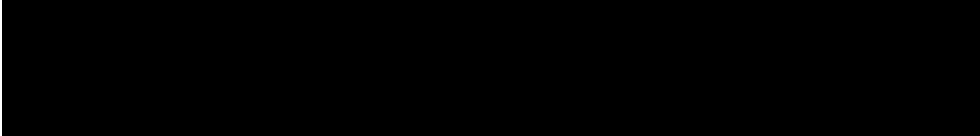


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

## EPEX SPOT SE

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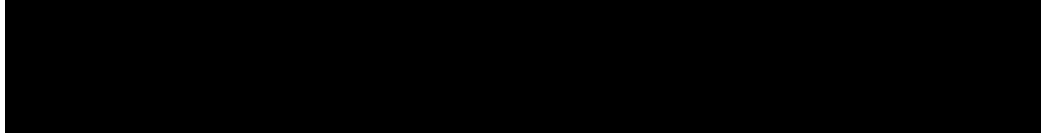


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

## **EXAA Abwicklungsstelle für Energieprodukte AG**

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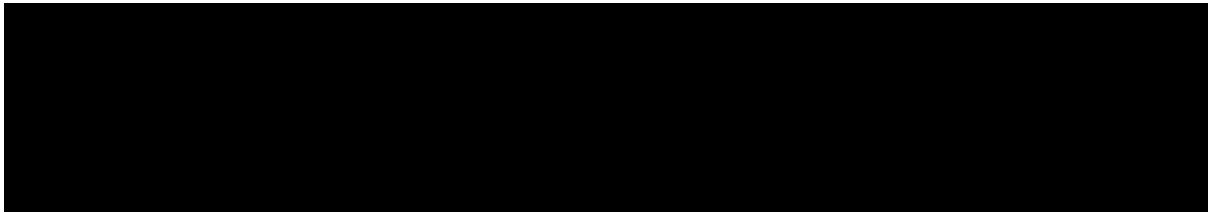
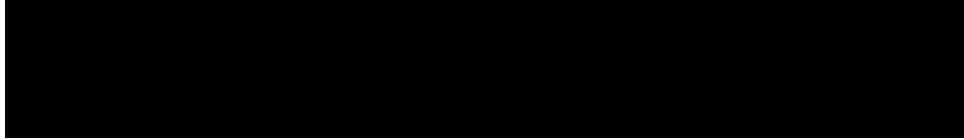


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**HUPX Hungarian Power Exchange Company Limited by Shares**

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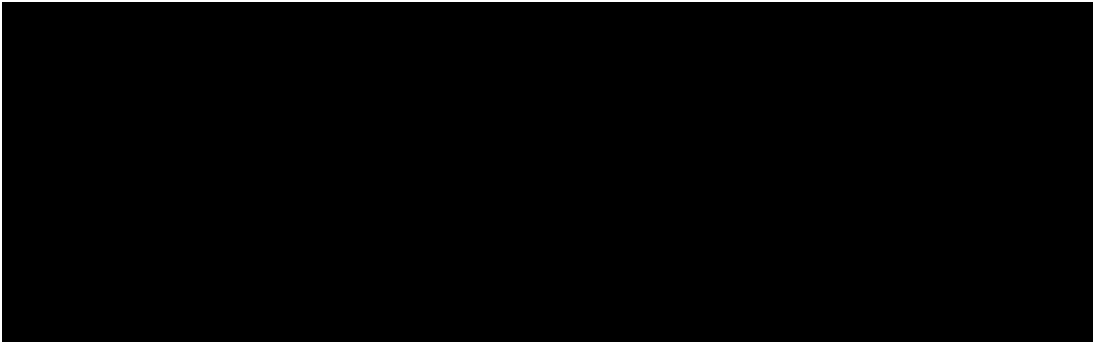


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

## Nord Pool European Market Coupling Operator AS

Date:

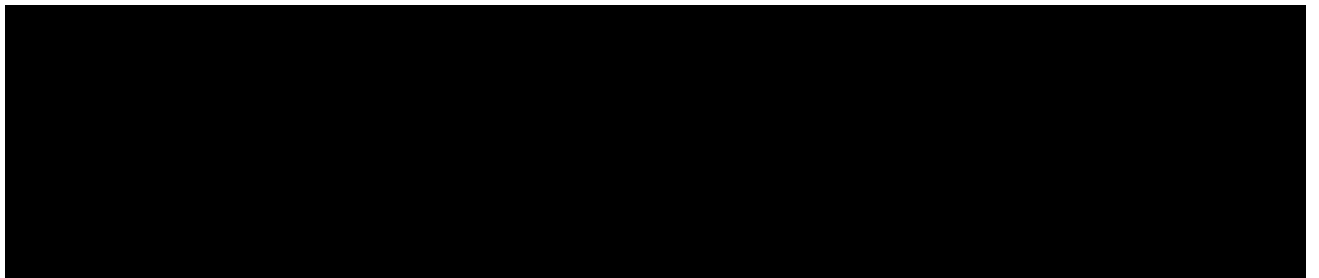
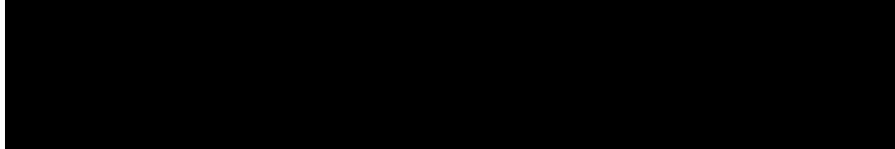


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**Operatorul Pieței de Energie Electrică și de Gaze Naturale  
“OPCOM” S.A.**

Date:

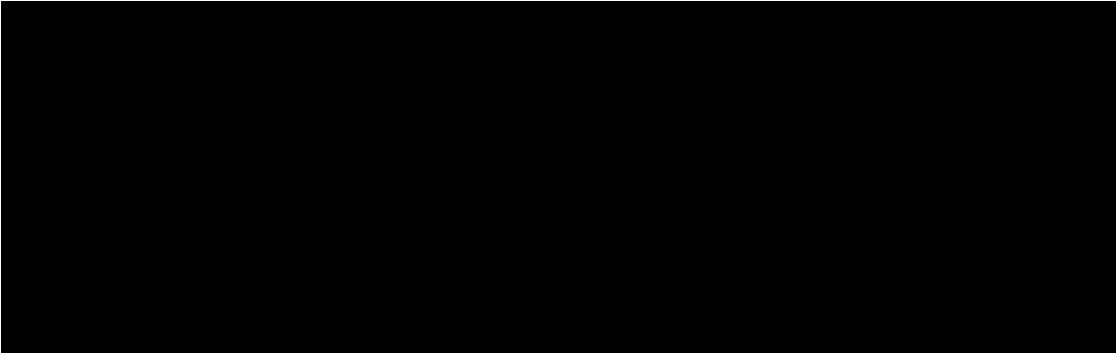
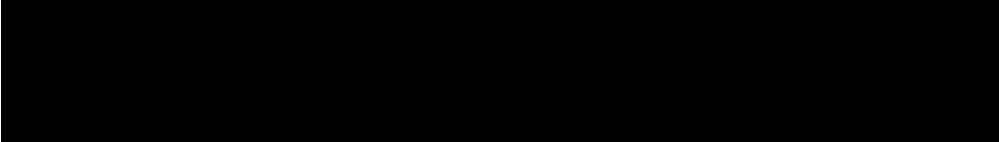


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**OKTE, a.s.**

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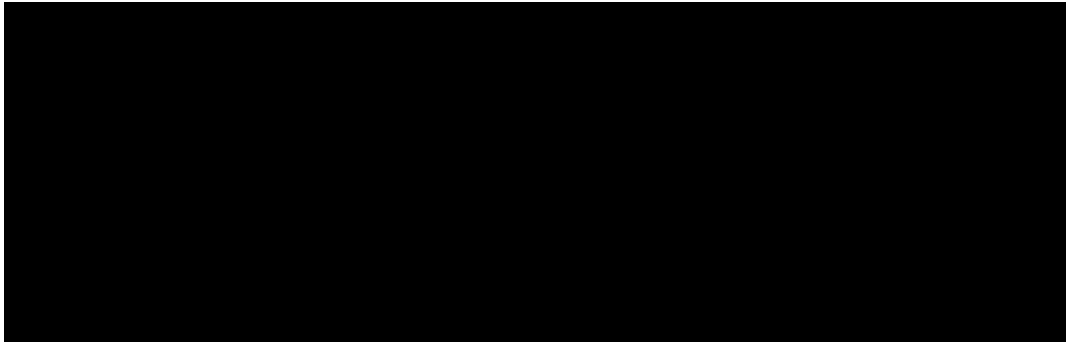
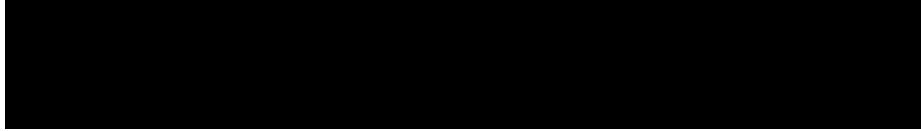


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**OTE, a.s.**

Date:

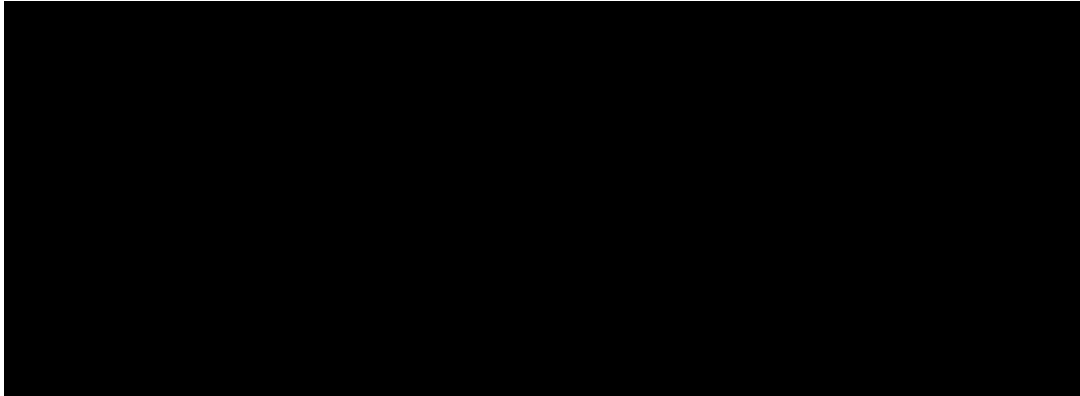
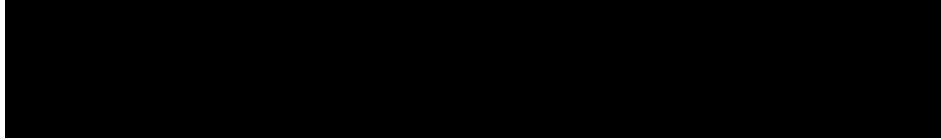


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

**Towarowa Giełda Energii S.A.**

Date:

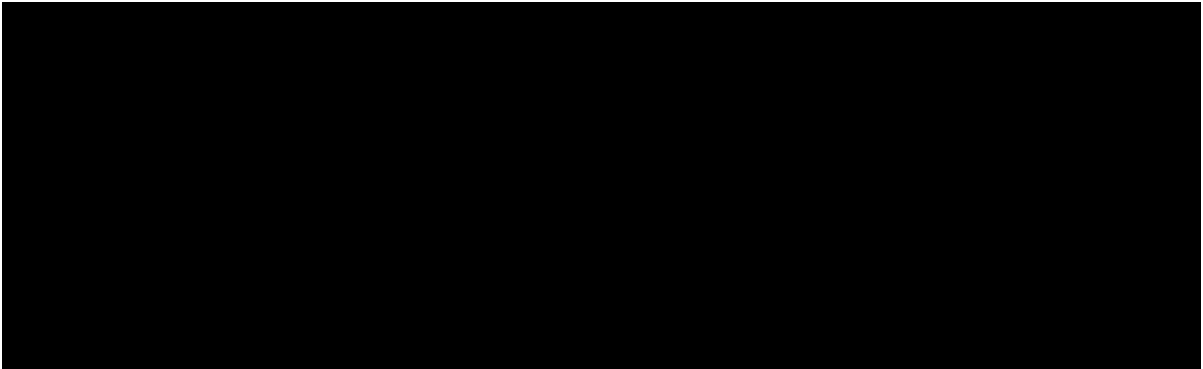
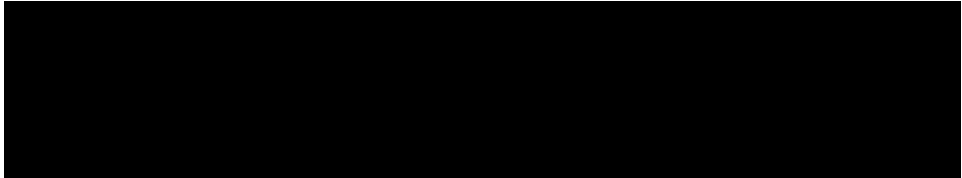


# SIGNATORY PAGE FOR

AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES between the Core Parties and the Contractor

## The Contractor

Date:



**APPENDIX 1 TO THE AGREEMENT – LIST OF CORE PARTIES: CONTACT DETAILS, INVOICING  
DETAILS AND DISTRIBUTION KEY**

Name	50Hertz Transmission GmbH	Amprion GmbH	Austrian Power Grid AG
Address	[REDACTED]	[REDACTED]	[REDACTED]
Contact	[REDACTED]	[REDACTED]	[REDACTED]
Tel.	[REDACTED]	[REDACTED]	[REDACTED]
e-Mail	[REDACTED]	[REDACTED]	[REDACTED]
NUTS Code	[REDACTED]	[REDACTED]	[REDACTED]
Billing Address (email)	[REDACTED]	[REDACTED]	[REDACTED]
Billing Address (postal)	[REDACTED]	[REDACTED]	[REDACTED]
VAT number	[REDACTED]	[REDACTED]	[REDACTED]
Distribution key	According to CORE DAOA Annex 6	According to CORE DAOA Annex 6	According to CORE DAOA Annex 6
Name	ČEPS, a.s.	Creos Luxembourg S.A.	Croatian Transmission System Operator Plc
Address	[REDACTED]	[REDACTED]	[REDACTED]
Contact	[REDACTED]	[REDACTED]	[REDACTED]
Tel.	[REDACTED]	[REDACTED]	[REDACTED]
e-Mail	[REDACTED]	[REDACTED]	[REDACTED]
NUTS Code	[REDACTED]	[REDACTED]	[REDACTED]
Billing Address (email)	[REDACTED]	[REDACTED]	[REDACTED]
Billing Address (postal)	[REDACTED]	[REDACTED]	[REDACTED]
VAT number	[REDACTED]	[REDACTED]	[REDACTED]
Distribution key	According to CORE DAOA Annex 6	According to CORE DAOA Annex 6	According to CORE DAOA Annex 6
Name	ELES, D.O.O., SISTEMSKI OPERATER PRENOSNEGA ELEKTROENERGETSKEGA OMREŽJA	Elia Transmission Belgium S.A.	MAVIR Hungarian Independent Transmission Operator Company Ltd.
Address	[REDACTED]	[REDACTED]	[REDACTED]
Contact	[REDACTED]	[REDACTED]	[REDACTED]



Tel.	[REDACTED]	[REDACTED]	[REDACTED]
e-Mail	[REDACTED]	[REDACTED]	[REDACTED]
NUTS Code	[REDACTED]	[REDACTED]	[REDACTED]
Billing Address (email)	[REDACTED]	[REDACTED]	[REDACTED]
Billing Address (postal)	[REDACTED]	[REDACTED]	[REDACTED]
VAT number	[REDACTED]	[REDACTED]	[REDACTED]
Distribution key	According to CORE DAOA Annex 6	According to CORE DAOA Annex 6	According to CORE DAOA Annex 6
Name	<b>National Power Grid Company Transelectrica S.A.</b>	<b>PSE Polskie Sieci Elektroenergetyczne S.A</b>	<b>RTE Réseau de Transport d'Électricité</b>
Address	[REDACTED]	[REDACTED]	[REDACTED]
Contact	[REDACTED]		
Tel.	[REDACTED]		
e-Mail	[REDACTED]	[REDACTED]	[REDACTED]
NUTS Code	[REDACTED]	[REDACTED]	[REDACTED]
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Billing Address (postal)	[REDACTED]	[REDACTED]	[REDACTED]
VAT number	[REDACTED]	[REDACTED]	[REDACTED]
Distribution key	According to CORE DAOA Annex 6	According to CORE DAOA Annex 6	According to CORE DAOA Annex 6
Name	<b>Slovenská elektrizačná prenosová sústava a.s.</b>	<b>TENNET TSO B.V.</b>	<b>TENNET TSO GmbH</b>
Address	[REDACTED]	[REDACTED]	[REDACTED]
Contact	[REDACTED]	[REDACTED]	[REDACTED]
Tel.	[REDACTED]	[REDACTED]	[REDACTED]

e-Mail	[REDACTED]	[REDACTED]	[REDACTED]
NUTS Code	[REDACTED]	[REDACTED]	[REDACTED]
Billing Address (email)	[REDACTED]	[REDACTED]	[REDACTED]
Billing Address (postal)	[REDACTED]	[REDACTED]	[REDACTED]
VAT number	[REDACTED]	[REDACTED]	[REDACTED]
Distribution key	According to CORE DAOA Annex 6	According to CORE DAOA Annex 6	According to CORE DAOA Annex 6
Name	TransnetBW GmbH		
Address	[REDACTED]		
Contact	[REDACTED]		
Tel.	[REDACTED]		
e-Mail	[REDACTED]		
NUTS Code	[REDACTED]		
Billing Address (email)	[REDACTED]		
Billing Address (postal)	[REDACTED]		
VAT number	[REDACTED]		
Distribution key	According to CORE DAOA Annex 6		
Name	BSP Energy Exchange LLC	HRVATSKA BURZA ELEKTRIČNE ENERGIJE d.o.o. (eng. CROATIAN POWER EXCHANGE Ltd.)	EPEX SPOT SE
Address	[REDACTED]	[REDACTED]	[REDACTED]
Contact	[REDACTED]	[REDACTED]	[REDACTED]
Tel.	[REDACTED]	[REDACTED]	[REDACTED]
e-Mail	[REDACTED]	[REDACTED]	[REDACTED]
NUTS Code	[REDACTED]	[REDACTED]	[REDACTED]
Billing Address (email)	[REDACTED]	[REDACTED]	[REDACTED]
Billing Address (postal)	[REDACTED]	[REDACTED]	[REDACTED]
VAT number	[REDACTED]	[REDACTED]	[REDACTED]

<b>Distributi on key</b>	According to CORE DAOA Annex 6	According to CORE DAOA Annex 6	According to CORE DAOA Annex 6
<b>Name</b>	EXAA Abwicklungsstelle für Energieprodukte AG	HUPX Ltd.	Nord Pool European Market Coupling Operator AS
<b>Address</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>Contact</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>Tel.</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>e-Mail</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>NUTS Code</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>Billing Address (email)</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>Billing Address (postal)</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>VAT number</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>Distributi on key</b>	According to CORE DAOA Annex 6	According to CORE DAOA Annex 6	According to CORE DAOA Annex 6
<b>Name</b>	Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" S.A.	OKTE, a.s.	OTE, a.s.
<b>Address</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>Contact</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>Tel.</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>e-Mail</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>NUTS Code</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>Billing Address (email)</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>Billing Address (postal)</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>VAT number</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>Distributi on key</b>	According to CORE DAOA Annex 6	According to CORE DAOA Annex 6	According to CORE DAOA Annex 6
<b>Name</b>	Towarowa Giełda Energii S.A.		
<b>Address</b>	[REDACTED]		
<b>Contact</b>	[REDACTED]		
<b>Tel.</b>	[REDACTED]		

<b>e-Mail</b>	[REDACTED]		
<b>NUTS Code</b>	[REDACTED]		
<b>Billing Address (email)</b>	[REDACTED]		
<b>Billing Address (postal)</b>	[REDACTED]		
<b>VAT number</b>	[REDACTED]		
<b>Distribution key</b>	According to CORE DAOA Annex 6		

**APPENDIX 2 TO THE AGREEMENT – SPECIFICATIONS**

Approval Date : [Date d'approbation]

Date of applicability : [Date d'applicabilité]

End date of validity : [Date de fin de validité]

NT	-	[Ent.]-[S-Ent.]-xxx	[An.]	[No]
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Indice : 1

<h2 style="margin: 0;">Specifications</h2> <p align="right" style="margin: 0;">90 Pages    0 annexes</p>
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Cancelled documents : [Documents annulés]

Reference Documents : NT-DI-CNER-GDIN-20-00143 CCTG Marché cadre Responsable qualité

Functional reference : [Réf. fonctionnelle]

Summary : This STC describes the services expected for CORE FB MC in the framework of the quality contract

Accessibility :

Restreint
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Branches :

Métier	SIT
Professionnal field	SIT
Local process	[RTE-Processus local]

Domaine GED :

Privé
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Rédacteur(s)		Vérificateur(s)		Approbateur(s)	
Name	Visa	Name	Visa	Name	Date/Visa
[Rédacteur1] [Rédacteur2] [Rédacteur3]		[Vérificateur1] [Vérificateur2] [Vérificateur3]		[Approbateur1] [Approbateur2] [Approbateur3]	
Lieu de conservation (ou...) : [Lieu de conservation]					

*\*Le rédacteur s'assure de la validité du contenu du document et de sa conformité aux règles documentaires.*

*\*Le vérificateur dispose des compétences techniques adaptées pour une vérification du contenu du document.*

*\*L'approbateur est une personne autorisée à la publication du document, engageant l'entité. Il s'assure de la faisabilité des instructions décrites ainsi que de la mise en œuvre des moyens nécessaires et valide la date de mise en application.*

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TITULAIRE	

## HISTORIQUE

Indice	Date	Projet ou Pour approbation	Rédacteur(s)	Modifications

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# Purpose of the document

It brings together the specific requirements and conditions for the provision of support to the CORE Market Coupling project.

## Glossary

Acronym	Meaning
RTE	Réseau de Transport d'Electricité
PMO	Project Management Office

## Context of the service

### 0.1 General Context of the project

The tendered subject consists of the delivery of PMO Services for the Project of Core Market Coupling Parties (TSOs and NEMOs).

The Core Flow-Based Market Coupling project was established to develop and implement the daily operation of a Flow-Based (FB) day-ahead market coupling across the whole Core capacity calculation region (Core CCR) in the framework of the single day-ahead coupling (SDAC<sup>1</sup>). The Core CCR consists of the bidding zone borders between the following EU Member States' bidding zones: Austria, Belgium, Croatia, the Czech Republic, France, Germany, Hungary, Luxemburg, the Netherlands, Poland, Romania, Slovakia and Slovenia.

Flow-Based approach stands for a capacity calculation method in which the physical limits of the network are based on available margins on critical network elements (branches) and power transfer distribution factors which are defined for every critical branch and every bidding zone within Core CCR. These factors describe how a change in the net position (import or export) of each bidding zone changes the power flow at each critical branch. The computational algorithm then searches for the most optimal energy exchanges between bidding zones. In comparison with the current Net Transmission Capacity (NTC) method the FB method further

<sup>1</sup> 32 TSOs and 17 NEMOs from 27 countries cooperate under the agreement aimed to govern the SDAC, namely the Day-ahead Operational Agreement ('DAOA')<sup>1</sup>. The SDAC makes use of the day-ahead market coupling operator ('MCO') function, with an algorithm called the Pan-European Hybrid Electricity Market Integration Algorithm ('EUPHEMIA'), to calculate electricity prices and matched volumes across Europe and to implicitly allocate auction-based cross-border capacity.



improves economic welfare. The FB method is based on a more sophisticated manner by taking into account multiple parameters and optimization conditions and therefore better reflects realistic network conditions.

Flow-Based capacity calculation method is required by the Commission Regulation 2015/1222 establishing a guideline on capacity allocation and congestion management (Article 20) also called as CACM Regulation and represents the important part of the European target model. Core TSOs and NEMOs will start operation of Flow-Based Market Coupling (currently planned in June 2022). Core FB MC parties identified the need for PMO support after go-live for the joint TSO-NEMO operational and development work in the Core region, namely for the support of the future OPSCOM (Operational Committee) foreseen in the Core DAOA (Day-Ahead Operational Agreement). After Go-Live ensuring the operational robustness and reliability will be needed, and in addition some additional developments are planned, such as the implementation of IDA (Intra-Day Auctions) and also the 15 min MTU products (in accordance with EB GL) as well as potential enhancement of the Day-ahead Market Coupling. The Core parties consider that Core FB MC is a complex day-to-day process, with technical and contractual aspects with many parties operating a critical daily process for the European electricity market. The Core parties are composed of 16 TSOs and 10 NEMOs. TSOs are 50Hertz, AMPRION, APG, CEPS, CREOS, ELES, ELIA, HOPS, MAVIR, PSE, RTE, SEPS, Tennet NL, Tennet DE, Transelectrica, Transnet BW; and NEMOs are CROPEX, EXAA, EPEX spot, HUPX, NordPool, OKTE, OPCOM, OTE, BSP, TGE.

CONTRACTOR has to provide PMO services listed in chapter 5.1 for the projects and tasks that are detailed below.

### **15 min MTU:**

European legislation requires the implementation of 15 min Market Time Unit (MTU) in and between all European bidding zones for Intraday Continuous (IDC), Intraday Auctions (IDA) and Day-Ahead (DA).

On the DA timeframe, the Implementation Coordination Group (ICG) under the governance of the Single Day-ahead Coupling (SDAC) project facilitates and coordinates the overall 15 min MTU implementation and is responsible to ensure updates of SDAC procedures and systems. Currently the SDAC manages only hourly time resolution: for the cross-border trading all input data, as well as all output data are at an hourly granularity. Hence the implementation of 15 min MTU has impact on the whole market coupling process, including the performance of the market coupling algorithm. It requires adaptations of European, regional, and local systems of TSOs, NEMOs, third parties, and market participants.

In August 2020, National Regulatory Authorities (NRA) opted for a *stepwise* implementation, meaning the bidding zones (BZ) and bidding zone borders (BZB) will switch progressively, in waves: some BZ or BZB will already use the 15 min, while others will remain on 60 min, until their own switch. Preliminary planning of Go-Live waves is defined at SDAC level, linked to the time to implement changes in the pan-European systems, required testing on regional and SDAC level and the applicable national derogations for implementing the 15 min MTU imbalance settlement period (ISP). The go-live waves are currently planned according to the following timeline:

- 1<sup>st</sup> wave: Q1 2024
- 2<sup>nd</sup> wave: Q2 2024

- 3<sup>rd</sup> wave: end Q4 2024

Finally in June 2022, NRAs and ACER decided to go to the Big Bang approach for SDAC, with all countries switching to 15 min MTU in early 2025, in order to ease the transition phase from the Euphemia performance perspectives. More details may rise in coming weeks about details on implementation and technical requirements.

Under the SDAC level, Regional Implementation Projects (RIPs) have been established. The Core Joint Steering Committee (JSC) decided to set up a Core RIP responsible to enable 15 min MTU Go-Live of Core BZBs. A dedicated Core 15 min MTU Task Force was established under the Core joint project governance which will be responsible for the complete implementation and coordination of 15 min MTU in the Core CCR and external borders for DA.

The 15 min MTU TF is responsible for:

- Defining technical requirements, design of the infrastructure, file formats/type/structure, data exchanges;
- Responsible for implementing technical changes;
- Defining and implementing required 15 min MTU amendments to Core regional DA procedures;
- Reporting to the Core JSC and external stakeholders (NRAs);
- Reporting periodically through the Monitoring Template on Core RIP progress, the status of deliverables, and issues and risks encountered;
- Providing Core Regional Requirements for the common SDAC and/or PCR assets (systems and procedures), if any;
- Organizing and executing of the pre-FIT tests (can be delegated to dedicated Test TF);
- Securing to meet and making a statement of the fulfilment of entrance criteria for joining the SDAC testing phases;
- Estimate the cost forecast and budget estimation if any, based on foreseen activities and deliverables.

### **Core IDA:**

In accordance with the Commission Regulation (EU) 2015/1222 (CACM Regulation), it is a joint task of TSOs and NEMOs to implement the Single Intraday Coupling (SIDC), including the Intraday Cross-Zonal Capacity Pricing methodology (IDCZCP). Based on the IDCZCP methodology, an intraday auction mechanism (IDA) shall be set up, which aims to support the pooling of liquidity in certain timeslots and to thus enable a consistent, transparent and market-based price formation. The intraday implicit auction will guarantee a non-discriminatory access to cross-border capacity for all market participants.

For the implementation of the IDAs by Q1 2024 it is envisioned that SDAC assets (PMB and Euphemia) will be used for the allocation (coupling), while the pre-coupling, the validation of IDA results and the allocation of IDA allocations to ID continuous trading (IDC) will be performed by the SIDC Capacity Management Module (XBID CMM).

In the framework of SIDC, the IDA Subgroup (IDA SG) is responsible for the design of IDAs and the overall coordination (including high-level and detailed design, drafting of Euphemia/PMB RfCs, update of SIDC operational procedures, testing approach, contractual framework, operational training, launch approach, market communication).

The following tasks are out of scope of SIDC responsibilities, and in responsibility of individual parties (TSOs or NEMOs) or groups of parties (Core):

- Assessment of IDA Detailed design to identify impacted regional/local systems
- Regional / local processes and IT systems changes specifications
- Regional / local IT systems development and testing

- Assessment of IDA impact to regional / local procedures and their amendment
- Assessment of IDA impact to regional / local contracts and their amendment

In light of the above, the post-coupling processes (creation of rights documents, management of IDA results flows to TSOs, cross-border nominations, publication of IDA results and congestion income) are a local or regional topics. Core TSOs and NEMOs created a Regional Implementation Project (RIP) in order to manage these post-coupling processes at the Core regional level (Core RIP). This post-coupling process between TSOs and NEMOs will be an adaptation of the Day-ahead process used in Core Joint TSO-NEMO project, reusing as much as possible the existing regional and local tools and interfaces.

The Core JSC parties that are involved in IDA are currently trying to find the best suitable way to contractually define their cooperation for this project. The aim is to set up a new contractual framework for IDA implementation between the relevant Core parties, and a separate Core IDA Joint Working Group under the Core project governance. While the proper legal framework is being set up, it was nevertheless decided by the Core JSC to already start the project in order to not fall behind on the planning, and that the Core 15 MTU TF will initiate working on the IDA project as well. Currently, the main task of the 15 min MTU Task Force in this area is to prepare a gap analysis regarding IDA implementation in order to properly define the regional scope for the Core CCR and to identify which design aspects of Core IDA should be taken up in the joint TSO-NEMO TF.

### **Core OPSCOM**

Core Operations Committee (Core OPSCOM) is a working group under Core Joint Steering Committee (Core JSC) governed by the Core Day-Ahead Operational Agreement (Core DAOA) concluded between the 16 TSOs and 10 NEMOs of the Core CCR. Its main task is to analyse the daily operational issues and make proposals towards the JSC on the potential Request for Changes and design modifications. The Core OPSCOM shall be responsible for:

- (i) Elaboration of pieces of advice and recommendations to the JSC on the design and operation of the Core FB MC;
- (ii) Performance of all acts in relation to the monitoring of the daily operations of the Core FB MC and the insurance of the well-functioning and continuity of it;
- (iii) Performance of the tasks appointed to it in the Change Control Procedure;
- (iv) Organization and coordination of testing activities;
- (v) Recommendation of operational improvements based on experience;
- (vi) Reviewing and approving the modification of the Appendices of Annex 8;
- (vii) Recommendation of activation of rollback procedure;
- (viii) Approval of the Market Operator Rotational Scheme Calendar;
- (ix) Monitoring of and reporting on operation.

In addition it performs any specific task delegated expressly to it by the JSC.

The macro-planning is indicative: it is subject to adjustment.

## **0.2 Contact Persons**

Contact persons for this service are:

Contact person	Entity	Function
----------------	--------	----------

[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]

## Characteristics of the service

### Scope of the service and activities required (including deliverables)

The main PMO activities that are to be provided by the CONTRACTOR are divided in different Committees and Working Groups, which will last for the whole contracting period for some of those groups, and only for a limited period of time for some other Working Groups.

#### **Module 1: Main Core project: permanent operational support and management**

For the duration of the contract, it is expected that certain PMO services for

- the CORE FB MC Project Management including Joint Steering Committee (CORE JSC), and for
- the CORE OPSCOM Working Group

will be provided by the CONTRACTOR.

CORE FB MC Project management: it is composed of 3 main activities:

1. CORE JSC Meeting PMO preparation, organisation, meeting, minutes, content, agenda
2. The project management which will list support to chairman, management of others PMOs to ensure the overall success of the Core project
3. Support for stakeholder management, preparation of the material for MESC, CCG, NRAs, etc...

For the CORE project management a very efficient and wide overview of the whole CORE FB MC project will be expected from the PMO. The PMO will have to coordinate with the other working groups from CORE FB MC project to ensure the right progress of each activity, and raise any issue that could compromise any milestone. The PMO for the CORE project management will have to monitor the readiness of different Parties for each of the project deliverables, to prepare, steer and take minutes of the regular JSC meeting, in collaboration with TSOs and NEMOs' chairmen, to support and to supervise the PMOs in the other Working Groups and to ensure the whole success of the project. It is also expected that the PMO supports the preparation of stakeholder communication and interaction during meetings.

For the CORE OPSCOM Working group, the PMO will need to be able to prepare, steer with Opscom convener and provide minutes and actions of the Core Operational Committee, which meets approximately one time every 2 weeks. PMO should acquire quickly an expertise of the Core joint operational procedures and a good overview of the CORE projects in production and in development. In addition to the meeting management, PMO will collaborate with SDAC Opscom, provide regular status to JSC, ensure that the Core operational procedures are always up to date, and coordinate the participation of core parties to the testing of the operational regional and SDAC release (new PMB/Euphemia release, change of topology of Core internal or external borders ...). Whenever a new release is live, it falls under the Core opscom, so in particular when IDA or 15 min MTU will be implemented, those topics will be addressed in Core opscom then.

And Finally, PMO will support stakeholder management by preparing material and supporting Core JSC co-chair and stakeholder manager in the reporting and coordination to the consultative groups with market parties and/or NRAs (MESC, CCG, ...) and for specific communications to the external world (press releases, etc...).

### **Module 2: IDA project :**

For the Core IDA Working group, the PMO is expected to manage the deliverable of the project (Core Regional Implementation Project – Core RIP), in collaboration with the Core IDA convenor and/or SIDC Core RIP SPOC.

The PMO for Core IDA WG will have e.g. to monitor the readiness of different parties related to Core IDA implementation, steer and take minutes of the Core IDA meetings (approximately one time every 2 weeks in the beginning, with increased frequency if needed during the critical phases), produce materials for reporting of Core RIP progress to Core JSC or SIDC IDA, align with the test coordinator and Testing Task Force for the organisation of the end to end test, and coordinate with other PMOs/conveners of Core and SIDC when needed, in order to ensure a successful go live.

### **Module 3: 15 min MTU project:**

For the 15min MTU project, the PMO is expected to manage the deliverables of the project (Core Regional Implementation Project – Core 15minMTU RIP), in collaboration with the Core 15 min MTU WG convenor and/or SDAC Core 15min MTU RIP SPOC.

The PMO for Core15min MTU WG will have e.g. to monitor the readiness of different parties related to Core 15min MTU implementation , organize, steer and take minutes of the Core 15min MTU (remote and physical) meetings (approximately one meeting every 2 weeks in the beginning, with increased frequency if needed during the critical phases, in an hybrid scheme: remote meetings and physical meeting when deemed needed for the efficiency of the project ), produce materials for reporting of Core RIP progress to Core JSC and SDAC, align with the test coordinator and Testing Task Force for the organisation of the end to end test, and coordinate with other PMOs/conveners of Core and SDAC when needed, in order to ensure a successful go live.

### **Module 4: Testing Task Force:**

For the testing Task Force, the PMO is expected to act as a test coordinator for the 15min MTU and Core IDA projects. The role will consist in organize, steer and take minutes of the Testing TF meetings. As the testing TF is responsible to organize the testing at regional level, in order to ensure the readiness of all core parties to the end to end tests of SIDC IDA and SDAC 15min MTU projects, the test coordinator will take the lead in the drafting of the testing needs and approach at Core level, in collaboration with members of the testing TF. He will then organize the regional testing and provide tests reports and status to the Core IDA, Core 15min MTU projects and Core JSC.

Depending of the phase of the project, testing TF meetings (calls or physical meetings) will be organised every month or every week, to prepare the testing, and 4 times per week during effective testing. Once the regional testing is done, test coordinator will also support Core IDA and Core 15min MTU projects in the SIDC and SDAC end to end testings.

### **Module 5: Additional PMO**

This module defines any additional resource that would be needed in support of the above defined modules, or any unidentified modules when this documents is written. A daily rate for one person as a PMO is expected.

For each request from the CORE PARTIES, the Contractor will propose the mobilisation of resources according to the profiles defined in the price list. By default, the CORE PARTIES considers the following profiles:

- Junior : < at least 4 years as PMO**
- Advanced : from 4 to 8 years as PMO**
- Expert : from 8 to 15 years as PMO**

**Conditions of the service**

The service starts in September 2022 Further information is provided in the table below.

The foreseen planning is the following for every module:

Modules	Characteristics	Duration	Periods
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

<sup>2</sup> CORE parties have estimated the workload per module to this amount.

████████████████████ ████████████████████	████████████████████ ████████████████████	██████ ██████	████████████████████ ████████████████████
<b>Module 5 – Additional PMO</b>	<b>Daily price</b>	-	<b>Life time of the contract</b>

**Suitability of the profiles of the participants:**

Any new contributor joining the Contractor's team and participating in the service will be formally validated by RTE according to the requirements specified above.

At the reasoned request of RTE, the Contractor may be required to replace a contributor who is unsuitable for the missions entrusted. The Contractor then has 5 working days to propose a new profile with the same daily rate, the same level of competence and meeting the same requirements presented in the presentation.

If a member of the Contractor's staff working under this contract ceases to work temporarily or permanently for any reason whatsoever (excluding periods of annual leave), the Contractor shall propose a new profile with equivalent skills to the RTE Manager at least one month before the departure of the employee replaced (except in cases of force majeure). The new contributor must have the same daily rate, the same level of competence and meet the same requirements presented in the presentation.

In both cases:

- A minimum recovery period of 10 working days must be provided for to ensure the rise in competence of the new contributor.
- The training and competence building period of the new consultant is paid for by the Contractor, and this replacement cannot justify an increase in price.

If the above deadlines are incompatible with the duration of the mission in question, RTE and the Contractor will agree on an adapted schedule specifying the deadlines to be retained. In this case, these particular deadlines become contractual with all the consequences that this entails.

In addition, once during the service and in the month following the start, a review will be carried out between RTE and the Contractor to assess the perceived quality of the service and of the various participants on the basis of a grid proposed by the Contractor.

A reversibility period may be requested by RTE before the end of the service with a notice period of one month in order to allow a possible third-party supplier to take over the knowledge. The reversibility period is one month long and is lifted at the end of a firm or optional period.

The Contractor undertakes to fully ensure the reversibility of the service covered by this contract or any sub-set defined in the SCC, to do everything possible in legal, human and material terms to enable the Incoming Party (designated by RTE) to resume performance of the service under the best possible conditions.



The transfer of knowledge between the Incoming and the Outgoing User will be carried out in accordance with the reversibility plan and according to the terms and conditions defined jointly by the Incoming User, the Outgoing User (Contractor) and RTE during the reversibility launch meeting.

The Contractor remains responsible for the activity during this phase.

RTE declares the end of the reversibility when it is carried out in accordance with the provisions of the reversibility plan and the reversibility end notice is signed by the Outgoing User and the Incoming User.

<b>Deliverables</b>	<b>Acceptance criteria</b>	<b>Deadline</b>
Reversibility schedule.	Schedule in line with the Contractor's exit and the Entrant's sufficiently high level of competence.	Within 1 month after the start of the service. Reversibility implementation.
Reversibility implementation.	Carrying out workshops, document inventory, documentation upgrade, transfer of updated documents, presentation of all materials.	To be organised 1 month before the end of the service and handed in 5 days before the end of the service.
Reversibility balance.	RTE verifies that the reversibility report details all the elements expected in it and meets the requirements. For this purpose, RTE shall check and accept the reversibility report in its entirety.	5 days before the end of the service.
Reversibility end report signed by the Entrant.	RTE checks that the dates on the statement correspond to the dates of transfer of responsibilities from the Outgoing to the Incoming Party and that the reversibility balance sheet has been accepted. To do this, RTE checks and accepts the PV in its entirety.	2 days before the end of the service.

## Expected deliverables

The main deliverables are as follows (non exhaustive list) :

Deliverable
A deliverable is for example a document, a software or a task that can be verified and materialised



	<ul style="list-style-type: none"> <li>• Mastery of the use of the advanced features of MS Excel (formulas, pivot tables)</li> <li>• Ability to support a client on advanced technical aspects and to clear new subjects</li> <li>• Ability to prepare and lead meetings on technical subjects between actors from different fields</li> <li>• Experience in preparation/drafting cost management plan;</li> <li>• Experience in preparation/drafting risk management plan;</li> <li>• Experience in preparation/drafting schedule management plan;</li> <li>• Approach Project cost monitoring;</li> <li>• Approach for efficient progress of projects;</li> </ul>
<b>Human skills</b>	<ul style="list-style-type: none"> <li>• Very good analytical, synthesis and writing skills.</li> <li>• Very good organisational skills and autonomy.</li> <li>• Very good teamwork skills,</li> <li>• Very good communication skills, good interpersonal skills.</li> <li>• Ability to work in a multi-tasking environment</li> <li>• Sense of curiosity and enthusiasm</li> </ul>
<b>Profile / Experience</b>	<ul style="list-style-type: none"> <li>• Education: Graduate in engineering, business studies or university degree</li> <li>• Experience: 0-2 years. For new recruits, an internship in the energy sector is required</li> <li>• A first experience in project management is required</li> </ul>
<b>Other</b>	<ul style="list-style-type: none"> <li>• Fluency in English (TOEIC type certification is a plus)</li> <li>• A "Project management" certification is a plus</li> </ul>

Module 1	Main CORE PROJECT
	<ul style="list-style-type: none"> <li>- Experience / Involvement in Day-Ahead Market Coupling together with Flow-Based projects in the last 2 years, and explanation of key elements of Day-Ahead Market Coupling, especially for the CORE Region;</li> <li>- Knowledge of different stakeholders committees and Groups of discussion in line with Day-Ahead Market Coupling and CORE Region, and experience with such Committees and Groups</li> <li>- Knowledge of different committees and Working Groups in Single Day-Ahead Coupling, and their interaction with CORE Market Coupling, and experience with such Committees and Groups</li> <li>- Knowledge and experience with National Regulatory Authorities and ACER, in the project framework, as possible interactions with ACER/NRAs is possible in the near future</li> </ul>

Module 4	Testing
	<ul style="list-style-type: none"> <li>• Knowledge and experience with IT testings;</li> <li>• Experience in writing requirements for IT tools</li> <li>• Experience in software acceptance (drawing up an acceptance book, carrying out tests, reporting anomalies, monitoring the delivery of corrections)</li> </ul>

The Contractor must justify the experience and the competence profile of the candidates presented for the execution of each mission. The CORE PARTIES may refuse a profile without justification. For each mission, the CORE PARTIES will define key personnel, whose possible replacement during the mission must give rise to a period of notice and a recovery period.

## **Conditions of implementation of the service**

### **Location of the service**

The service is provided mainly at the CONTRACTOR premises, and also in the CORE main cities hosting physical meetings.

### **0.3 Hardware and Software**

RTE does not provide to the CONTRACTOR with a computer to enable him to access RTE's IT environment.

### **0.4 Methods**

not applicable .

### **Monitoring of the service**

The service starts with a kick-off meeting

A monitoring committee takes place every month.

The CONTRACTOR sends RTE the preparatory file at least 1 day before each monitoring committee. The CONTRACTOR provides RTE with the minutes at the latest 3 working days after the monitoring committee. The format of the preparatory file is defined at the beginning of the service by RTE and the CONTRACTOR.

The main objectives of this monitoring committee are to :

- Monitoring the planning of ongoing activities and the action table,
- Monitoring of service indicators,
- The qualitative and quantitative assessment of the actions carried out,
- Analysis of the risks identified in the service and the associated risk reduction actions,
- Review of planned and completed deliverables over the past period,
- Validation of deliverables deadlines,
- Monitoring of invoicing.

The participants in this monitoring committee are defined at the beginning of the service ; they include at least the representative of the CONTRACTOR and the RTE manager of the service.

The RTE service manager and the CONTRACTOR's representative also hold weekly meetings to monitor activities and adjust priorities for the coming weeks. The authorised party will draft the associated records of decision.

### **Checks and controls carried out by RTE**

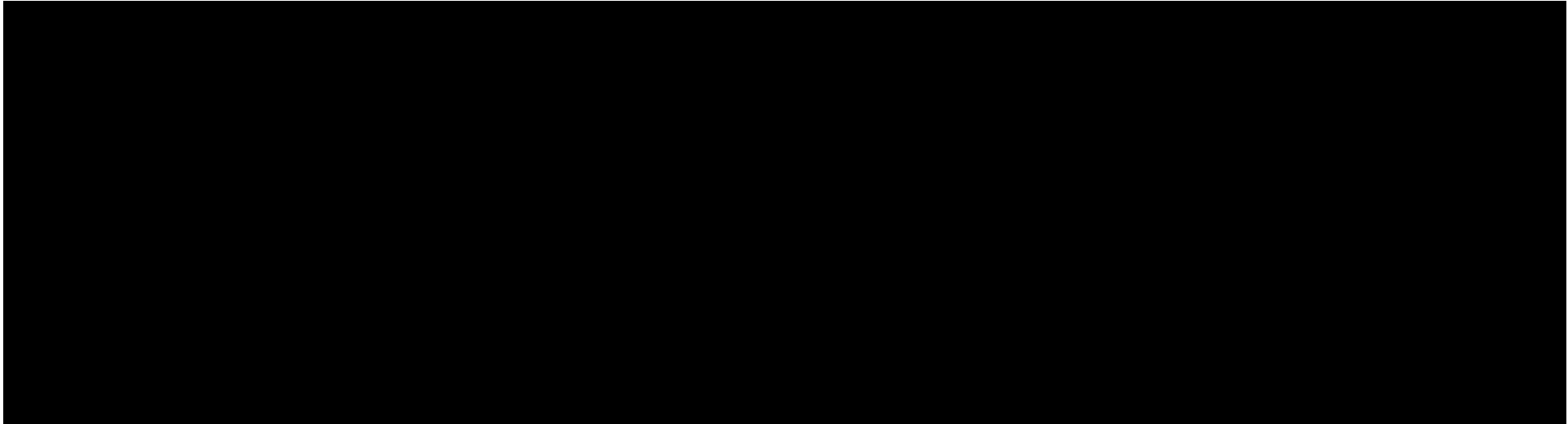
RTE checks the deliverables produced and reserves the right to request additions if the level of detail does not correspond to the expectations previously defined.

### **0.5 Duty to warn/Continuous improvement**

The CONTRACTOR has a duty to advise and alert, on technical and non-technical aspects (organisation, management of the service, etc.).

**END OF DOCUMENT**

**APPENDIX 3 TO THE AGREEMENT – CHARGES AND RATES**



**APPENDIX 4 TO THE AGREEMENT – ACCESSION FORM OF A NEW PARTY TO THE AGREEMENT**

**Accession of a new Party to the AGREEMENT FOR PROJECT MANAGEMENT OFFICE SERVICES (“ Service Agreement”)**

**(“Accession document”)**

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

hereby consents, pursuant to the Core Joint Steering Committee’s decision dated **[DATE]** to extend the Agreement to it, and pursuant to Clause 11 of the Agreement, to become a Party to the Agreement and to accept all the relevant rights and obligations of a party under the Agreement starting **[DATE]**.

This Accession document has been done in **[\*\*\* (as many as there are parties to the Agreement before the accession)]** original copies, to be duly signed by the undersigned authorized representatives, with each original to be sent to each of the other parties under the Agreement. Accession to the Agreement is effective from ....

For the avoidance of doubt, all capitalized terms in this Accession document shall have the meaning set forth in the Agreement.

**[Date and Place]**

**[INSERT NAME OF THE NEW PARTY]**

Signature(s)

Name(s)

Title(s)

## APPENDIX 5 TO THE AGREEMENT – PSE DOCUMENTATION REQUIREMENTS

- It is important to attach only one invoice to one electronic message (one pdf file per one email)
- In order to be able to pay the invoice, a certificate of fiscal residence (to confirm application of the avoidance of the international double taxation) for each year must be provided by the service provider if headquartered outside of Poland, prior to the payment. The certificate is required to be provided in both – as a hardcopy (when it's signed by hand) and as a scan sent via e-mail (it could be signed with a qualified electronic signature). The certificate of fiscal residence is issued by the appropriate tax authority of the country where the actual service provider has its registered office and pays income tax. Pursuant to Polish tax law, the certificate is valid for one year from the day of issuance, unless a validity period is indicated. Please send the certificate of residence of the actual service provider(s) at the latest on time of dispatching of the first invoice and re-new each year.
- Moreover, for paying the invoice, PSE requires signed beneficial owner statement from the actual service provider, prior to the payment. Signed beneficial owner statement should be sent to PSE as a hardcopy (when it's signed by hand) and as a scan via e-mail or electronically, if signed with the qualified electronic signature. Beneficial owner statement is valid for the duration of the contract (unless the registered office or other data of the contractor changes). The template of the Beneficial owner statement is attached hereunder as an Schedule 1 to this Appendix. Please send the filled in beneficial owner statement at the latest on time of dispatching of the first invoice, and thereafter in case of a change of data mentioned in the statement.
- The service provider shall deliver to PSE a completed verification questionnaire on the template which constitutes Schedule 2 to this Appendix (excel file). At the request of the service provider, PSE may send the pre-filled questionnaire based on our information. Please sign-off the questionnaire before sending it back to us (either in hard copy or electronically with the qualified electronic signature).
- Based on the information and data provided in the documents described in previous clauses, PSE may require the service provider to produce additional documents or deliver information necessary to not withhold the tax or to apply the reduced rate, in particular the amount of fees related to hosting, if any. The service provider undertakes to provide such documents or information upon request, within the terms agreed by Parties, and on condition that (i) service provider would be factually able to obtain/prepare such additional data and (ii) this additional data will not constitute the confidential information or trade secret of service provider. The service provider reserves the right on the final decision whether the particular data can reasonably be provided.
- The service provider confirms that it is aware of a potential obligation of PSE to reduce the payment by the amount corresponding to the value of the withholding tax due in Poland under the relevant legal provisions and the service provider agrees for such a reduction.



## SCHEDULE 1. BENEFICIAL OWNER STATEMENT

### BENEFICIAL OWNER STATEMENT

..... Place ....., ..... day-month-year

#### **Dane identyfikacyjne [ Identification data]:**

Nazwa pełna/Nazwa skrócona [Full name/Short name/First name/Surname].....

Dane adresowe [Full address]:

.....  
Kraj/Miejscowość, Kod pocztowy/Ulica/Nr domu, Nr lokalu [Country/Locality/Postal Code/Street/Building number/Flat number].....

Identyfikator podatkowy NIP/ Numer identyfikacyjny podatnika [Taxpayer identification number/Tax Identification number].....  
.....

Nawiązując do umowy **PMO Service Agreement** z dnia ..... zawartej pomiędzy nami a Polskie Sieci Elektroenergetyczne S.A. (PSE S.A.) oraz działając jako właściwie umocowany(i) przedstawiciel(e) ww. jednostki, niniejszym oświadczam(y), że spełniamy łącznie następujące warunki:

Related to the contract **PMO Service Agreement** entered into on ..... between us and Polskie Sieci Elektroenergetyczne S.A. (further: PSE S.A.), and acting as the authorized representative of the above mentioned entity, I hereby declare that the following conditions are being met by us:

1. jest rzeczywistym właścicielem należności wypłaconych przez Polskie Sieci Elektroenergetyczne S.A. (PSE S.A.);
2. otrzymuje należność dla własnej korzyści, w tym decyduje samodzielnie o jej przeznaczeniu i ponosi ryzyko ekonomiczne związane z utratą tej należności lub jej części;
3. nie jest pośrednikiem, przedstawicielem, powiernikiem lub innym podmiotem zobowiązanym prawnie lub faktycznie do przekazania całości lub części należności innemu podmiotowi;
4. prowadzi rzeczywistą działalność gospodarczą w kraju siedziby, jeżeli należności uzyskiwane są w związku z prowadzoną działalnością gospodarczą;
5. jest podatnikiem posiadającym siedzibę w ..... (miejscowość), ..... (kraj);
6. podlega w państwie, w którym ma siedzibę, opodatkowaniu podatkiem dochodowym od całości swoich dochodów, bez względu na miejsce ich osiągnięcia;
1. it is a beneficial owner of the receivable paid by PSE S.A.;
2. it receives the receivable for its own benefit, including deciding on its use and bearing the economic risk associated with the loss of the receivable or part thereof;
3. it is not an intermediary, representative, trustee or other entity legally or factually obliged to transfer all or part of a claim to another entity;
4. it conducts actual business activity in the country of the registered office if the receivables are obtained in connection with the business activity conducted;
5. it is a taxpayer with its registered office in ..... (city), ..... (country);
6. it is subject to income tax, in the state where its registered office is located, on the entirety of its income regardless of where it is earned;

Podpis(y) / Signature(s): .....

Nazwisko(a) / Name(s): .....

Funkcja(e) / Title(s) : .....

Miejscowość / Place : .....

Data / Date: .....

## SCHEDULE 2 – VERIFICATION QUESTIONNAIRE

TAX INFORMATION/INFORMACJE PODATKOWE					
<p>Dear Sir or Madam,</p> <p>Due to the tax obligation imposed on PSE to verify contractors (i.e. their beneficial owner status, actual place of tax residence, etc.), we kindly ask you to complete the following short questionnaire.</p> <p>Please attach to this form:</p> <ol style="list-style-type: none"> <li>1) excerpt from the register of entrepreneurs kept by your country of residence or another document confirming country of your registration;</li> <li>2) your certificate of residence*</li> <li>3) signed beneficial owner statement</li> </ol> <p>Thank you very much for your cooperation.</p> <p><small>*Please note that the certificate of residence is an official document issued by your country of residence, i.e. it's tax authority. By this statement your tax office confirms two facts: that your company or its partners are tax residents in your country and that they are subjected to income tax there. Preferably, the certificate should state that the company (partner) is a tax resident as per the double taxation treaty concluded between Poland and your country of residence. Please note that the certificate should be as recent as possible, i.e. preferably issued in the current calendar year.</small></p> <p><small>Note: documents not issued by the tax authorities are not a valid certificate of residence, i.e. <b>statements signed by your accountant or legal team or confirmation of VAT registration are not a certificate of residence.</b></small></p> <p><small>According to Polish tax regulations without the certificate of residence PSE would be obligated to deduct tax on your remuneration.</small></p>	<p>Szanowny Panie/Szanowna Pani</p> <p>W związku z obowiązkiem podatkowym nałożonym na PSE w zakresie weryfikacji kontrahentów (tj. ich statusu rzeczywistego właściciela, miejsca rezydencji podatkowej itd.), uprzejmie prosimy o wypełnienie poniższego krótkiego kwestionariusza.</p> <p>Prosimy o załączenie do niniejszego formularza:</p> <ol style="list-style-type: none"> <li>1) wyciągu z rejestru przedsiębiorców prowadzonego przez Państwa kraj rezydencji lub innego dokumentu potwierdzającego Państwa rejestrację;</li> <li>2) Państwa certyfikat rezydencji*.</li> <li>3) podpisane oświadczenie beneficjenta rzeczywistego</li> </ol> <p>Bardzo dziękujemy za Państwa współpracę.</p> <p><small>*Certyfikat rezydencji jest oficjalnym dokumentem wystawionym przez państwo rezydencji, czyli organ podatkowy. Niniejszym zaświadczeniem Państwa urząd skarbowy potwierdza dwa fakty: że Państwa firma lub jej wspólnicy są rezydentami podatkowymi w Państwa kraju oraz że podlegają tam opodatkowaniu podatkiem dochodowym. Najlepiej, aby certyfikat ten stwierdzał, że firma (wspólnik) jest rezydentem podatkowym zgodnie z umową o unikaniu podwójnego opodatkowania zawartą pomiędzy Polską a Państwa krajem rezydencji. Należy pamiętać, że certyfikat powinien być jak najbardziej aktualny, tzn. najlepiej wydany w bieżącym roku kalendarzowym.</small></p> <p><small>Uwaga: dokumenty niewydane przez organy podatkowe nie są ważnym certyfikatem rezydencji, tzn. <b>oświadczenia podpisane przez księgowego lub zespół prawny lub potwierdzenie rejestracji VAT nie są certyfikatami rezydencji.</b></small></p> <p><small>Zgodnie z polskimi przepisami podatkowymi bez certyfikatu rezydencji PSE byłoby zobowiązane do odliczenia podatku od należnego Państwu wynagrodzenia.</small></p>				
IDENTIFICATION DATA/DANE IDENTYFIKACYJNE					
FULL NAME/NAZWA PEŁNA	SHORT NAME/NAZWA SKRÓCONA	POLISH TAX IDENTIFICATION NUMBER (NIP)/POLSKI NUMER IDENTYFIKACJI PODATKOWEJ (NIP)	TAX IDENTIFICATION NUMBER ISSUED BY YOUR COUNTRY/NUMER IDENTYFIKACJI PODATKOWEJ NADANY W PAŃSTWA KRAJU	VAT IDENTIFICATION NUMBER/NUMER IDENTYFIKACYJNY VAT	ESTABLISHMENT DATE/DATA ZAŁOŻENIA
COUNTRY/KRAJ	LOCALITY/MIEJSCOWOŚĆ	POSTAL CODE/KOD POCZTOWY	STREET/ULICA	BUILDING NUMBER/NUMER DOMU	FLAT NUMBER/NUMER MIESZKANIA
VERIFICATION/WERYFIKACJA					
DID YOU WORK WITH OTHER TRANSMISSION SYSTEM OPERATORS?/CZY WSPÓŁPRACOWALI PAŃSTWO Z INNYMI OPERATORAMI SYSTEMÓW PRZESYŁOWYCH?	DO YOU HAVE A WEBSITE? IF SO - PLEASE GIVE US A LINK/CZY POSIADAJĄ PAŃSTWO STRONĘ INTERNETOWĄ? JEŻELI TAK - PROSIMY O PODANIE LINKU.	DO YOU HAVE SOCIAL MEDIA ACCOUNTS? IF SO - PLEASE GIVE US THEIR NAMES/CZY POSIADAJĄ PAŃSTWO KONTA W SOCIAL MEDIACH? JEŚLI TAK - PROSIMY O PODANIE NAZWY.	DO YOU EMPLOY PEOPLE?/CZY ZATRUDNIAJĄ PAŃSTWO PRACOWNIKÓW?		
	tak	tak			
ATTACHMENTS/ZALĄCZNIKI					
EXCERPT FROM THE REGISTER OF ENTREPRENEURS/WYCIĄG Z REJESTRU PRZEDSIĘBIORCÓW	CERTIFICATE OF RESIDENCE/CERTYFIKAT REZYDENCJI	BENEFICIAL OWNER STATEMENT/OSWIADCZENIE BENEFICJENTA RZECZYWISTEGO			

## **APPENDIX 6 TO THE AGREEMENT: COST SHARING, MONITORING AND SETTLEMENT**

This Agreement is subject to the rules on Cost sharing, monitoring and settlement agreed in:

- i) the Day Ahead Operational Agreement for the Core Flow-based Market Coupling Project for the Core Region Annex 6, and
- ii) Side Letter to the IDOA for the Development and Implementation of Core IDA RIP.

## **APPENDIX 7 TO THE AGREEMENT - PERSONAL DATA CONTROLLER INFORMATION CLAUSE**

### **Section 1. Purpose of this Appendix**

This Appendix contains individual Party information concerning the processing of Personal Data by such Party.

### **Section 2. Information clause of TGE for persons authorised to represent the entity and persons indicated as business contacts**

Information concerning the processing of personal data by Towarowa Giełda Energii S.A. in connection with the requirements of Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter “**GDPR**”).

The controller of the data of the persons authorized to represent the entity and the persons indicated as business contacts is Towarowa Giełda Energii S.A. (TGE), ul. Książęca 4, 00-498 Warszawa, phone: +48 22 341 99 12, [tge@tge.pl](mailto:tge@tge.pl).

The controller has appointed a personal data protection officer, who can be contacted at:  
[daneosobowe@tge.pl](mailto:daneosobowe@tge.pl).

The scope of Personal Data to be processed by TGE includes the name and surname, business e-mail address, business telephone number and position, and in case of persons authorized to represent the entity – the name, surname, position and data contained in the current excerpt from the relevant register, or the data contained in the power of attorney.

The Personal Data of persons authorised to represent the entity and the data of persons indicated as business contacts will be processed by TGE according to Article 6(1)(f) GDPR, i.e. on the basis of a legitimate interest of the controller which is to verify the correct representation of the entity in connection with a declaration of will being made, exchanging communication in connection with the conclusion or performance of a contract, maintaining and developing business relations, or asserting, pursuing or defend oneself against possible claims. The recipients of the data may include entities engaged in the processing of Personal Data on behalf of TGE in connection with the services provided to TGE, e.g. consulting and IT services.

Every person has the right to request access to, rectification, erasure, restriction of processing and the transfer of his or her personal data. Every person has the right to object to the processing of Personal Data to the extent that the processing of personal takes place on the basis of a legitimate interest of the

Controller. Every person has the right to lodge a complaint against the processing of his/her data with the President of the Personal Data Protection Office.

The indication of persons authorised to represent the entity is required as a condition to the execution of the contract. The provision of the data of persons indicated as business contacts is voluntary but a failure to provide such data will impede communication and contact with the counterparty in connection with the contract.

Any inquiries or requests related to the processing of Personal Data by TGE should be sent to the following e-mail address: [daneosobowe@tge.pl](mailto:daneosobowe@tge.pl).

### **Section 3. PSE's information obligation stemming from personal data protection regulations**

In regards to persons employed by or cooperating with the counterparty of PSE S.A., whose personal data have been made available to PSE S.A.

Polskie Sieci Elektroenergetyczne S.A. with its registered office in Konstancin-Jeziorna, ul. Warszawska 165, 05-520 Konstancin-Jeziorna, tel. +48 22 242 26 00 (hereinafter: "PSE") is the Controller of personal data. Contact details of the data protection officer may be obtained after calling +48 22 242 26 00, by sending an e-mail to [daneosobowe@pse.pl](mailto:daneosobowe@pse.pl) or online, at [www.pse.pl](http://www.pse.pl).

PSE's information note is available on PSE's site:

[https://www.pse.pl/documents/20182/51490/Information\\_obligation\\_stemming\\_from\\_personal\\_data\\_protection\\_regulations.pdf](https://www.pse.pl/documents/20182/51490/Information_obligation_stemming_from_personal_data_protection_regulations.pdf) (Part B is applicable)

### **Section 4. MAVIR's information obligation on processing of personal data to contributors of business and contractual partners**

MAVIR Hungarian Independent Transmission Operator Company Ltd.(registered seat: H-1031 Budapest, Anikó utca 4., company registration number: 01-10-044470 (hereinafter: "MAVIR") is the data controller concerning the personal contact data to the contributors of business and contractual partners.

MAVIR declares that Information leaflet on processing of personal data to contributors of business and contractual partners to be found on MAVIR's website (<https://www.mavir.hu/web/mavir-en/data-protection>).

#### **Data Protection Officer's data:**

Name: NAGY és KISS Ügyvédi Iroda

Postal address: Hungary 1054 Budapest, Szabadság tér 7., Bank Center Irodaház, Citi Torony, 6. em.

Telephone: +36 (20) 2377-344

E-mail: [dpo@nagyeskiss.hu](mailto:dpo@nagyeskiss.hu)

## APPENDIX 8 TO THE AGREEMENT - SPECIAL SUBCONTRACTING AGREEMENT

In application of law n° 75-1334 of 31/12/1975, order n°2018-1074 of 26/11/2018 and decree n°2018-1075 of 03/12/2018

<b>C O N T R A C T A N T S</b>	
Core Parties ..... ..... ..... .....	Contractor ..... ..... ..... .....
<b>M A I N M A R K E T</b>	
<p><b><u>BETWEEN CORE PARTIES AND THE CONTRACTOR :</u></b></p> <p><input type="radio"/> Date : .....</p> <p><input type="radio"/> References : .....</p> <p><input type="radio"/> Purpose: .....</p> <p><input type="radio"/> Time and method of payment, price variation terms and payment deadlines :                      .....                      .....                      .....</p>	
<b>1 S T T I E R S U B C O N T R A C T O R</b>	
<p><b><u>DETAILS OF THE 1ST TIER SUBCONTRACTOR ::</u></b></p> <ul style="list-style-type: none"> <li>• Name and address of Subcontractor : .....                      .....                      .....</li> <li>• For Subcontractors based in France, SIRET number: .....</li> <li>• For Subcontractors based in the European Union, intra-community VAT number: .....</li> <li>• For Subcontractors outside the European Union, the Subcontractor's identification number in force in the country:                      .....</li> <li>• Country of origin of the Subcontractor: .....</li> <li>• Legal form of the Subcontractor: .....</li> </ul>	
<b>1 S T - T I E R S U B C O N T R A C T I N G C O N T R A C T</b>	
<p><b><u>BETWEEN THE CONTRACTOR AND THE 1ST TIER SUBCONTRACTOR:</u></b></p> <p><input type="radio"/> Date : .....</p> <p><input type="radio"/> References : .....</p> <p><input type="radio"/> Purpose (<i>specify the nature of the subcontracted service</i>): .....                      .....</p>	

- Subcontracting of personal data processing (to be completed if applicable):
  - The Tier 1 Subcontractor is authorised to process the personal data necessary to provide the following service(s) : .....
  - The duration is : .....
  - The nature of the operations performed on the data is: .....
  - The purpose of the processing are: .....
  - The personal data processed are: .....
  - The categories of persons concerned are: .....
  - The Contractor confirms, where applicable, that:
    - The Tier 1 Subcontractor shall provide sufficient guarantees for the implementation of technical and organisational measures to ensure the protection of personal data;
    - The subcontracting contract includes the mandatory clauses provided for in Article 28 of the GDPR.
- Maximum amount in euros excluding VAT: .....
- Terms of payment:
  - Time and method of payment: same as for the main contract,
  - Terms of price variation: identical to those of the main contract,
  - Payment schedule: ..... to be completed

## I . C O R E P A R T I E S C O M M I T M E N T

Core Parties , represented as indicated below, accepts the 1st tier Sub-Contractor, as designated above, approves its payment conditions and undertakes to pay it at the request of and on behalf of the Contractor, up to the limit of the sums owed to the latter in application of the main contract designated above and subject to compliance with accounting and tax obligations, as well as the provision of supporting documents by the Contractor.

**For the Core Parties :**

**Date :**



## I I . C O N T R A C T O R   C O M M I T M E N T

The 1st Tier Subcontractor shall draw up its invoice with the Contractor as its client. This invoice shall comply with the legal provisions relating to the accounting obligations of traders and tax obligations (in particular those relating to compulsory information and the treatment of applicable VAT).

The 1st Tier Subcontractor shall send its request for payment to the Contractor.

In accordance with the regulations, the Contractor undertakes to give its agreement or to notify its refusal to the 1st-tier Subcontractor and to Core Parties within 15 days of receiving the Subcontractor's request for payment.

In the event of agreement or in the absence of a response within 15 days, the Contractor undertakes to submit the 1st Tier Sub-Contractor's request for payment to Core Parties without delay by issuing an invoice in the name of Core Parties stating at the bottom of the invoice :

- |  |
|--|
| <ul style="list-style-type: none"><li>- of which &lt; amount excl. tax or incl. VAT &gt; * euros to be paid to the company &lt; name of the 1st tier subcontractor &gt; 1st tier subcontractor (copy of its invoice attached),</li><li>- of which &lt; amount excl. or incl. VAT &gt; ** euros to be paid to my company.</li></ul> |
|--|

*\* amount exclusive of tax or inclusive of tax in accordance with the tax rules in force of the invoice of the first-tier Sub-Contractor,*

*\*\* difference between the amount of the Contractor's invoice and the amount of the 1st tier Sub-Contractor's invoice, amount exclusive of tax or VAT in accordance with the tax rules in force.*

The 1st tier Sub-Contractor is paid by Core Parties on the basis of the invoice issued by the Contractor in accordance with the above stipulations.

In the event that the amount of the invoice from the 1st tier Sub-Contractor includes VAT, the Sub-Contractor shall be paid by Core parties for the amount of its invoice including VAT, but Core Parties shall deduct the amount of VAT paid to the 1st tier Sub-Contractor from the amount to be paid to the Contractor.

The Contractor undertakes to inform the 1st Tier Sub-Contractor of the procedures for sending Core Parties a copy of the Sub-Contractor's invoice and the contact details of the Core Parties Technical Contact to whom it should be sent.

The Contractor undertakes to :

- inform Core Parties of any change in the amount subcontracted,
- establish that no assignment or pledge of receivables resulting from the main contract is an obstacle to the direct payment of the 1st tier Subcontractor,
- provide Core Parties with the Subcontractor's bank details,
- comply with the provisions of Decree No. 2018-1075 of 03 December 2018 relating to public contracts concerning direct payment of the Sub-Contractor of 1st tier,
- comply with the accounting and tax obligations of traders, as specified in Articles L 441-3 of the Commercial Code and 242 nonies of the General Tax Code.

**For the Contractor :**

**Date :**

### III. COMMITMENT OF THE FIRST-TIER SUBCONTRACTOR

The 1st tier Sub-Contractor, represented as indicated below, declares :

- in accordance with Articles R2193-1 and R2193-3 of Decree n°2018-1075 of 03 December 2018, that it is not subject to any case of prohibition on bidding for a public contract, in particular those referred to in Articles L2141-1 to L2141-5 of Order n°2018-1074 of 26 November 2018,
- be in good standing, during the year preceding the signing of this document, with regard to Articles L. 5212-1 to L. 5212-11 of the Labour Code concerning the employment of disabled workers
- to respect the French regulations applicable in particular to recruitment, working hours, remuneration, health and safety of employees,
- undertake to provide Core Parties, before the start of each secondment, with a copy of the secondment declaration sent to the Labour Inspectorate as well as the acknowledgement of receipt of this secondment declaration (article R.1263-12-1 of the Labour Code),
- that the information and, where applicable, all documents provided in this document are accurate,
- to provide CORE PARTIES with any supporting documents at its request.

**For the 1st Tier Sub-Contractor :**

**Date :**