

# **Annex 1 to the First Amendment to the Day Ahead Operational Agreement for the Core Flow-Based Market Coupling Project for the Core Region (Core DAOA)**

**Consolidated version of the main body of the Day Ahead Operational Agreement for the Core Flow-Based Market Coupling Project for the Core Region with the First Core DAOA Amendment provisions**

# **DAY AHEAD OPERATIONAL AGREEMENT FOR THE CORE FLOW-BASED MARKET COUPLING PROJECT FOR THE CORE REGION**

## **CORE DAOA**

This Day Ahead operational Agreement (hereinafter the “Agreement”) for the flow based market coupling project, is entered into by and between:

On the one hand:

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 Elektrárenská 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 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 13148821633, 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 2-4 Olteni Street, 3<sup>rd</sup> 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**”;

Individually referred to as “**TSO**” and/or collectively referred to as “**TSOs**”

And, on the other hand:

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 “**EMCO**”;
7. **Operatorul Pieței de Energie Electrică și 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 administered 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, OTE’s contract number: ██████, hereinafter referred to as “**OTE**”;
10. **Towarowa Giełda 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 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**”;

Individually referred to as “**NEMO**” and/or collectively referred to as “**NEMOs**”;

TSO(s) and NEMO(s) being referred to as “**Party**” individually and/or “**Parties**” collectively;

**CONTENTS**

<b>ARTICLE 1.</b>	<b>PURPOSE AND SCOPE OF THE AGREEMENT .....</b>	<b>9</b>
<b>ARTICLE 2.</b>	<b>DEFINITIONS .....</b>	<b>9</b>
<b>ARTICLE 3.</b>	<b>CONTRACTUAL FRAMEWORK, HIERARCHY, STRUCTURE .....</b>	<b>9</b>
<b>ARTICLE 4.</b>	<b>RESPONSIBILITIES .....</b>	<b>11</b>
<b>ARTICLE 5.</b>	<b>DAILY OPERATIONS .....</b>	<b>11</b>
<b>ARTICLE 6.</b>	<b>MAXIMUM AND MINIMUM PRICE.....</b>	<b>14</b>
<b>ARTICLE 7.</b>	<b>CHANGE CONTROL PROCEDURE.....</b>	<b>14</b>
<b>ARTICLE 8.</b>	<b>GOVERNANCE STRUCTURE .....</b>	<b>14</b>
<b>ARTICLE 9.</b>	<b>COSTS SHARING, MONITORING AND SETTLEMENT .....</b>	<b>16</b>
<b>ARTICLE 10.</b>	<b>VOLUNTARY EXIT / FORCED EXIT / SUSPENSION.....</b>	<b>16</b>
<b>ARTICLE 11.</b>	<b>ENTRY INTO FORCE .....</b>	<b>16</b>
<b>ARTICLE 12.</b>	<b>ROLLBACK .....</b>	<b>16</b>
<b>ARTICLE 13.</b>	<b>TERMINATION.....</b>	<b>17</b>
<b>ARTICLE 14.</b>	<b>LIABILITY .....</b>	<b>17</b>
<b>ARTICLE 15.</b>	<b>AGREEMENT MODIFICATIONS .....</b>	<b>19</b>
<b>ARTICLE 16.</b>	<b>DISPUTE RESOLUTION .....</b>	<b>21</b>
<b>ARTICLE 17.</b>	<b>ACCESSION .....</b>	<b>23</b>
<b>ARTICLE 18.</b>	<b>DATA PUBLICATION .....</b>	<b>24</b>
<b>ARTICLE 19.</b>	<b>ANTI-CORRUPTION .....</b>	<b>24</b>
<b>ARTICLE 20.</b>	<b>COMPANY SPECIFIC REGULATIONS.....</b>	<b>24</b>
<b>ARTICLE 21.</b>	<b>GDPR.....</b>	<b>24</b>

## WHEREAS

NOW THEREFORE, the Parties agree as follows:

- A. On 15th of August 2015, the Commission Regulation (EU) 2015/1222 of 24<sup>th</sup> July 2015 establishing a guideline on capacity allocation and congestion management entered into force (referred to as "**CACM**"). This CACM provides a mandatory framework for the Single Day-Ahead Coupling describing the roles and responsibilities of the TSOs and the NEMOs.
- B. On 19th of February 2016, 50Hertz, APG, CEPS, ELES, MAVIR, PSE, SEPS, TENNET GmbH, BSP, EPEX, EXAA, HUPX, OKTE, OTE, TGE have signed the Framework Project Agreement ("**FPA**") in order to set forth the rights and obligations regarding the design of respective pre- and post coupling procedures and the implementation of NWE-CEE FB MC based on coupling processes provided by PCR and a flow-based algorithm provided by TSOs and such processes with a specific reference to project organization, cost sharing and recovery, regulatory provisions and confidentiality.
- C. On 31<sup>th</sup> of August 2016 Romanian NEMO (OPCOM) and TSO (TEL) joined the FPA.
- D. On 1<sup>th</sup> of January 2018 Croatian NEMO (CROPEX) and TSO (HOPS) joined the FPA.
- E. On 1<sup>th</sup> of January 2019 Nord Pool joined the FPA.
- F. On 1<sup>th</sup> of March 2020 Nasdaq joined the FPA.
- G. On 17<sup>th</sup> of November 2016, based on the ACER decision 06/2016 the Core Capacity Calculation Region (hereinafter referred to as "**Core CCR**") was created including the former Central West Europe region and Central East Europe region. The former NWE-CEE FB MC Project has been renamed to Core FB MC (hereinafter referred to as "**Core FB MC**" or "**the Project**").
- H. On the 28<sup>th</sup> of March 2019, the NEMOs entered into the All Nemo Day-ahead Operational Agreement (hereinafter referred to as "**ANDOA**") replacing the PCR Cooperation Agreement pursuant to the MCO Plan, to set forth i) the main principles of their cooperation in respect of Single Day-Ahead Coupling, ii) the terms and conditions under which the NEMOs will (further) develop the Day Ahead Market Coupling Function Assets (hereinafter referred to as "**DA MCO Function Assets**") (former PCR Solution) and iii) the terms and conditions under which the Single Day-Ahead Coupling shall be implemented, performed and operated among NEMOs.
- I. On 28<sup>th</sup> of March 2019, the TSOs entered into the TSO Cooperation Agreement for Single Day-Ahead Coupling (hereinafter referred to as "**TCDA**") together with other transmission system operators being parties to the SDAC DAOA to set forth the main principles of their cooperation in respect of Single Day-Ahead Coupling and the terms and conditions under which the Single Day-Ahead Coupling shall be implemented, performed and operated among the transmission system operators. Additionally, the TSOs entered into a Core TSOs Day-Ahead Operational Agreement (hereinafter referred to as "**Core TSOs DAOA**") to set forth the main principles of their cooperation in respect of Single Day-Ahead Coupling in the Core CCR.
- J. On 28<sup>th</sup> of March 2019, NEMOs together with the TSOs entered into a the Single Day-ahead Coupling Operations Agreement (hereinafter referred to as "**SDAC DAOA**") which sets forth the rights and obligations of All NEMOs and All TSOs in connection with the implementation of the Single Day-Ahead Coupling, including the common operation and further development thereof.

- K. The Core DAOA represents a "Local Arrangement" under the SDAC DAOA supplementing the SDAC DAOA with respect to operational Core CCR matters and shall comply with the provisions on Local Arrangements in article 3 of the SDAC DAOA.



## **ARTICLE 1 PURPOSE AND SCOPE OF THE AGREEMENT**

The present Agreement sets forth the rights and obligations regarding the establishment and operation of the Core FB MC and such processes with a specific reference to project organization, operation, cost sharing, regulatory provisions, confidentiality and data exchange between the Parties, in order to meet the objectives as set out in article 3 of CACM, and to facilitate an efficient Single Day-Ahead Coupling in the Core CCR as set out in article 3.3 of SDAC DAOA. The Project is based on the DA MCO Function Assets provided by the NEMOs and flow-based capacity calculation data provided by TSOs. The cooperation of the Parties under this Agreement covers the obligations as set out in the Core Operational Procedures.

Different rules may apply to Core Operational Parties and Core Non-Operational Parties with regard to cost sharing, daily operations and decision making rules of the Agreement.

## **ARTICLE 2 DEFINITIONS**

For the purpose of this Agreement, the capitalized terms used in its main body and annexes shall have the meaning set forth in Annex 1. All the terms not defined in this Agreement shall have the meaning as defined in the SDAC DAOA.

## **ARTICLE 3 CONTRACTUAL FRAMEWORK, HIERARCHY, STRUCTURE**

### **3.1. Contractual framework**

- 3.1.1. This Agreement, which is a Local Arrangement under the SDAC DAOA, contains the general framework of the cooperation between the Parties in respect of the purposes and scope set forth in Article 1. This Agreement, therefore, further implements and elaborates the general framework set forth by the SDAC DAOA, with the aim to have an efficient Single Day-Ahead Coupling in the Core CCR.
- 3.1.2. The Parties agree, that in the following matters, the respective provisions of SDAC DAOA shall apply mutatis mutandis to the present Agreement:
  - (i) Definitions (article 2 of SDAC DAOA);
  - (ii) Principles of Cooperation (article 4 of SDAC DAOA);
  - (iii) Data ownership and intellectual property right (article 11 of SDAC DAOA) without prejudice to Article 18 of this Agreement;
  - (iv) Observer Status (article 14 of SDAC DAOA);
  - (v) External Communication (article 16 of SDAC DAOA);
  - (vi) Voluntary exit, forced exit (article 17 of SDAC DAOA);
  - (vii) Regulatory aspects and handling of requests from competent authorities (article 19 of SDAC DAOA);
  - (viii) Confidentiality (article 20 of SDAC DAOA);
  - (ix) Force Majeure (article 24 of SDAC DAOA);
  - (x) Miscellaneous (article 27 of SDAC DAOA) (e.g. Choice of Law, Invalid Provisions, Severability, Hardship, No waiver, No partnership)
- 3.1.3. The cooperation between NEMOs only is covered by the Nemo Only Agreements (including, but not limited to, ANDOA).
- 3.1.4. The cooperation between TSOs only is covered by the TSO Only Agreements (including, but not limited to, TCDA and the Core TSOs' DAOA).

- 3.1.5. The Party(ies), or their respective delegates or subcontractors as the case may be, have entered or will enter into Other Local Arrangements (e.g.: "CIP Service Agreement", Shipping Arrangement(s)) necessary to further implement and elaborate in detail the general framework set forth by this Agreement. The Other Local Arrangements shall be compliant with this Agreement.
- 3.1.6. The Agreement is not replacing the SDAC DAOA, its purpose being to set forth the regional specific complementary elements needed (including regional specific Operational Procedures – i.e. Core Operational Procedures) for ensuring the operation of the Parties in the Core CCR under the Enduring Phase of SDAC.
- 3.2. Hierarchy
- 3.2.1. In case an inconsistency is discovered between the Core Operational Procedures under this Agreement and the operational matters as referred to in Annex 2 of SDAC DAOA, the Parties shall ensure the compliance with SDAC DAOA for matters set out in article 3.4 of SDAC DAOA, unless the Parties decide not to change the Core Operational Procedures to align with SDAC DAOA operational matters. In such a case the Parties shall apply article 3.5 of the SDAC DAOA and jointly notify the SDAC JSC. The decision of the SDAC JSC will be implemented by the Parties under this Agreement.
- 3.2.2. For any other matter than those referred to in 3.2.1, where an inconsistency occurs between this Agreement and SDAC DAOA, Core JSC shall decide which Agreement shall prevail. In case an inconsistency is discovered between this Agreement and any Other Local Arrangement, the concerned Party (ies) shall notify Core JSC. The Core JSC shall attempt to clarify such conflict or incompatibility.
- 3.2.3. Should differences and/or contradictions exist between the main body of this Agreement and any of its Annexes, the terms and conditions of the main body of this Agreement shall prevail, unless explicitly agreed otherwise by the Parties in writing.

3.3. List of Annexes

Enclosed annexes to this Agreement are listed below (which may be subdivided in appendices):

- Annex 1 - Definitions
- Annex 2 - Core Operational Procedures
- Annex 3 - Core Change Control Procedures
- Annex 4 - RIO
- Annex 5 - Contact and Invoicing details
- Annex 6 - Cost Sharing Monitoring and Settlement
- Annex 7 - Accession Form
- Annex 8 - Market Design for Implementation
- Annex 9 - Market Operator Rotational Scheme Calendar
- Annex 10 - Public holiday list
- Annex 11 - Procurement Approach
- Annex 12 - Technical Readiness Definition
- Annex 13 - List of Operational, Non-Operational parties
- Annex 14 - Congestion Income Distributor
- Annex 15 - List of Decisions in force under the cooperation under FPA
- Annex 16 - Company Specific Regulations
- Annex 17 – NEMOs commitment to act in good faith with respect to Congestion Income payment defaults by its Respective Entity

#### **ARTICLE 4 RESPONSIBILITIES**

- 4.1. The responsibilities set out in SDAC DAOA article 5 should be complemented as follows:
- 4.2. TSOs are jointly responsible for processes and Systems and Modules (as defined in Annex 8) in the Core Operational Procedures allocated to the TSOs' Joint Capacity Calculation Module, TSOs' Joint Verification Module, TSOs Joint Post-Coupling Module (all together Core TSO CS), JAO (Shadow Auction System), CID System.
- 4.3. TSOs shall be individually responsible for the processes and Systems and Modules (as defined in Annex 8) in the Core Operational Procedures allocated to the Individual Core TSOs, Individual Core TSOs Scheduling System, SAs if defined so by Core\_NOR\_04.
- 4.4. NEMOs are jointly responsible for the processes and Systems and Modules (as defined in Annex 8) in the Core Operational Procedures allocated (indicated in the from/to column in the Core Operational Procedures) to the PMB Systems.
- 4.5. NEMOs shall jointly ensure the maintenance and hosting of the NEMO Central Interface Point ("CIP") to the Energy Communication Platform ("ECP") or any other tool performing the same function by way of entering into a CIP Service Agreement with Hosting Entities or with another service provider or by hosting themselves the NEMO CIP.
- 4.6. NEMOs shall be individually responsible for the processes and Systems and Modules (as defined in Annex 8) in the Core Operational Procedures allocated for the Core NEMO, Core NEMO own (or its service provider) sFTP folder, Local NEMO Pre-Coupling Modules, Local NEMO Trading Systems, Local NEMO Verification Modules, Local NEMO Post-Coupling Modules, and Local NEMO Clearing and Settlement Modules, CCPs, SAs if defined so by Core\_NOR\_04.
- 4.7. For the avoidance of doubt, responsibilities which are regulated under other agreements as indicated in Articles 3.1.3, 3.1.4, 3.1.5 are out of the scope of this Agreement.
- 4.8. The Parties shall have backups for the Systems and Modules (as defined in Annex 8) to ensure continuity of the Core FB MC.
- 4.9. TSOs and NEMOs shall jointly organize and agree, on change requests, Core Operational Procedures and manage jointly in accordance with Annex 6 the related Core FB MC Regional Common Costs, including but not limited to the Core FB MC Joint NEMOs and TSOs Regional Common Costs of operating the Core FB MC and Core FB MC Joint NEMOs and TSOs Regional Common Costs of establishing or amending the Core FB MC.

#### **ARTICLE 5 DAILY OPERATIONS**

- 5.1. The daily operations of the Core FB MC are to be performed by the Core Operational Parties in accordance with Annex 2.
- 5.2. The Parties shall establish a Market Operator Rotational Scheme Calendar indicating which Party is responsible for the performance of the operational tasks as mentioned in the Market Operator Rotational Scheme Calendar and for what moment in time. The template of the Market Operator Rotational Scheme Calendar is provided in Annex 9. The Market Operator Rotational Scheme Calendar shall moreover indicate which days are not considered as Working Days for the concerned year. NEMOs and TSOs shall communicate to each other this calendar one month in advance of the Go-live Date. For the following years, the Core Operations Committee will approve the Market Operator Rotational Scheme Calendar in accordance with its Rules of Internal Order at the latest by 1st December prior to the following calendar year.
- 5.3. In order to become a Core Operational Party, the relevant Core Non-Operational Party shall comply with the provisions set forth in Annex 12. Core JSC shall decide on the date that a Party will become operational.

5.4. Clearing, settlement, shipping

- 5.4.1. According to article 68 (3) of CACM, CCP(s) shall act as counter party to each other for the exchange of energy between bidding zones with regard to the financial rights and obligations arising from these energy exchanges (clearing and settlement). Parties acknowledge that in some bidding zones NEMOs themselves, or the third parties to whom they delegated such task in accordance with article 81 CACM, act as CCP for clearing and settlement.
- 5.4.2. According to article 68 (6) of CACM, a Shipping Agent may act as a counter party between different CCPs for the exchange of energy, if the parties concerned conclude a specific agreement to that effect. If no agreement is reached, the shipping arrangement is decided by the relevant Regulatory Authorities.
- 5.4.3. For the sake of clarity, the respective entities performing the clearing, settlement, and shipping in a bidding zone in accordance with 5.4.1 and 5.4.2 are referred to as the “Respective Entity /ies”.
- 5.4.4. The Respective Entity /ies undertake to organize cross border clearing and settlement, in accordance with Annex 2 Core\_NOR\_04 Table 1.
- 5.4.5. Therefore, the Respective Entity /ies shall take the necessary arrangements between themselves to (among others):
- (i) agree on a procedure for the execution of the financial and physical settlements between themselves; and
  - (ii) select and agree on (a) bank(s) to facilitate financial settlement of transactions between themselves.

5.5. Collection and transfer of Congestion Income

- 5.5.1. According to article 68 (7) of CACM, all Respective Entity /ies shall collect congestion incomes arising from the single day-ahead coupling.
- 5.5.2. In accordance with article 68 (8) of CACM, all Respective Entity /ies shall ensure that collected congestion incomes are transferred to the TSOs.
- 5.5.3. The TSOs have designated a Congestion Income Distributor (“CID”) in accordance with Annex 14 to receive the collected Congestion Income on their behalf.
- 5.5.4. The TSOs herewith confirm that payment of the collected Congestion Income by the Respective Entity /ies to the CID exonerates the Respective Entity /ies of any corresponding payment obligation towards the TSOs. TSOs acknowledge that payment by Respective Entity /ies to the CID does not constitute a waiver of any right that the Respective Entity /ies would have had by paying directly to the TSOs. For the avoidance of doubt the Parties acknowledges, that nonpayment of Congestion Income is covered under this Agreement only to the extent described in article 5.5.9 and Annex 17.
- 5.5.5. The TSOs appointed the CID to agree with the Respective Entity /ies on the modalities of the transfer of the collected Congestion Income (i.e. payment due date, payment terms, late payment, etc.). TSOs shall ensure that any bilateral contractual arrangements between CID and Respective Entities shall be on substantially the same terms and shall not grant any preferential treatment to any of the Respective Entity /ies.
- 5.5.6. The TSOs may, at any point in time, collectively designate another CID entity to receive the collected Congestion Income on their behalf from the Respective Entity /ies by giving the Respective Entity /ies a minimum of 6 months prior notice unless decided otherwise by JSC.

- 5.5.7. For the avoidance of doubt, each TSO shall remain the sole owner of its share of the Congestion Income.
- 5.5.8. The TSOs shall provide directly or via CID to the NEMOs/CCPs/Shipping Agents the cross-zonal capacities for the purpose of clearing and settlement of the exchange of energy resulting from SDAC. The NEMOs/CCPs/Shipping Agents shall collect the Congestion Income received as a result of the capacity allocation arising from SDAC and shall ensure that the collected Congestion Income is transferred to the TSOs or to CID.
- 5.5.9. In case of non-payment of Congestion Income for more than two Settlement Days from the Respective Entity /ies, the Respective Entity /ies agree to share the Negative Missing Congestion Income that has been accumulated (i.e. Negative Missing Congestion Income from Settlement Day 1, 2, etc.) based on the principle set out in the agreement concluded between CID and the Respective Entity /ies regarding the collection and pay out of the Congestion Income for CORE Borders and TSOs will share the Positive Missing Congestion Income that has been accumulated (i.e. Postive Missing CI from Settlement Day 1, 2, etc.) based on the principle set out in the agreement concluded between CID and TSOs. The Core JSC shall decide on the recovery of the above Negative and Positive Missing Congestion Income together and the deadline of the recovery. Also, the Core JSC shall decide on the authorization of CID to pursue claims for compensation on behalf of all affected Parties (meaning the TSOs and Respective Entity /ies), and such decision shall not be unreasonably withheld. For the avoidance of doubt the non-paying Respective Entity /ies and its concerned NEMO, if any, will be excluded from making such a decision by Core JSC. The Settlement Day/s shall have the meaning set out in the definition list of the agreement concluded between CID and the Respective Entity /ies regarding the collection and pay out of the Congestion Income for CORE Borders.

## **ARTICLE 6    MAXIMUM AND MINIMUM PRICE**

The applicable maximum and minimum clearing price in the Core FB MC is based on the ACER decision on the nominated electricity market operators' proposal for harmonised maximum and minimum clearing prices for single day-ahead coupling issued under article 41 of CACM.

## **ARTICLE 7    CHANGE CONTROL PROCEDURE**

- 7.1. For changes to the Core Operational Procedures set forth in Annex 2 as described in Article 15.1.2 and elements set forth in Core Change Control Procedure the Parties shall comply with the Core Change Control Procedure as set forth in Annex 3.
- 7.2. For other changes falling under the SDAC DAOA Annex 3, the change control procedure set forth in Annex 3 to the SDAC DAOA shall apply.

## **ARTICLE 8    GOVERNANCE STRUCTURE**

- 8.1. The governance of the Core Flow Based Market Coupling shall be carried out by the Parties by means of the Joint Steering Committee ("Core JSC" or "JSC"). The JSC shall be supported, in accordance with the Articles of Annex 4, by subcommittees, such as an operations committee ("Core OPSCOM"), and any other committees or working groups as decided by the Core JSC in accordance with Article 8.5.
- 8.2. Any decision to be taken by the Parties shall fall under one of the following categories:
  - (i) "**Core Governance and Development Decisions**" shall refer to any decision in the context of the Agreement with the exception of Core Operational Decisions. Such Core Governance and Development Decisions shall include but not be limited to organizational decisions, approval/changes of common costs, budget, contracts, communications, requests for change related to new features, changes/development of assets. With respect to Core Governance and Development Decisions, Core Operational and Core Non Operational Parties have voting rights; and
  - (ii) "**Core Operational Decisions**" shall refer to decisions or actions affecting day to day operations of the Core FB MC (such as but not limited to go-live date of new releases, maintenance/bug fixing, etc.). With respect to Core Operational Decisions, only the Core Operational Parties have voting rights except otherwise stipulated in this Agreement;
- 8.3. Joint Steering Committee ("Core JSC" or "JSC")
  - 8.3.1. The decision-making body is the JSC, comprising representatives of the Parties with all necessary power and authority to take decisions binding upon their companies as far as Core FB MC is concerned in accordance with the rules of internal order set forth in Annex 4. Core JSC has the right to delegate its decision-making power to any subcommittees or working groups.
  - 8.3.2. Each Party must designate in writing at least one representative at the JSC. Each Party has always one vote, irrespective of the number of its JSC representatives. Each Party has the right to give a power of attorney to another Party to represent it at JSC.
  - 8.3.3. In the event that a Core Operational Decision has or is likely to have a material adverse effect on the interests of one or more Core Non-Operational Party(ies), the affected Core Non-Operational Party(ies) shall be entitled to raise its/their concerns in respect of such decision to the JSC.

- 8.3.4. The JSC is empowered to discuss and decide on any matter related to the development and operation of the Core FB MC to the implementation and operation of this Agreement and any other matter for which it is expressly made competent pursuant to any other provision of this Agreement.
- 8.4. Core Operations Committee (Core OPSCOM)
- 8.4.1. The Core OPSCOM shall be effective at the date of entry into force of this Agreement:
- 8.4.2. 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.
- 8.4.3. In addition it performs any specific task delegated expressly to it by the JSC or by this Agreement. Each Party designates in writing one voting representative at the Core OPSCOM and ensures that this voting representative has all necessary powers and authority to take decisions binding upon its company for the items for which the Core OPSCOM is competent. Each Party has the right to give a power of attorney to another Party to represent it at Core OPSCOM.
- 8.4.4. All Parties may participate in the discussions and vote for Core Governance and Development Decisions of the Core OPSCOM in the context of the Agreement. Only Operational Parties may vote for Operational Decisions of OPSCOM (it being understood that all Parties are entitled to participate in the discussions). For the avoidance of doubt, the foregoing is without prejudice to the right of each Party to submit a Request for Change in accordance with Annex 3.
- 8.4.5. The rules of internal order regarding Core OPSCOM are set forth in Annex 4.
- 8.5. Other subcommittees and working groups
- 8.5.1. Potential subcommittees, task forces and working groups and its tasks are set forth in Annex 4, the Core JSC has the right to decide on the operation of such subcommittees, task forces and working groups. In addition to this the JSC has the authority to create any other subcommittees or working groups, which may be granted delegated authority by the JSC. In such event, the JSC determines the composition and the modalities of the functioning of such subcommittee or working group. The JSC, Core OPSCOM and working groups may require, besides the participation of TSOs and NEMOs, also the participation of relevant third parties (e.g. CID, CCP, Shipping Agent, service provider).

## **ARTICLE 9 COSTS SHARING, MONITORING AND SETTLEMENT**

- 9.1. Cost sharing, reporting, settlement and invoicing of Core FB MC Regional Common Costs under this Agreement shall be done in accordance with the principles defined in CACM and the details set forth in Annex 6.
- 9.2. The Core FB MC Regional Common Costs incurred by the Parties are identified in Annex 6.

## **ARTICLE 10 VOLUNTARY EXIT / FORCED EXIT / SUSPENSION**

- 10.1. The cases of Exit / suspension of a Party from this Agreement and the procedure to be applied in such cases are governed by the same principles as those set forth in article 17 of the SDAC DAOA, applied mutatis mutandis.
- 10.2. Notwithstanding the above, Parties agree that a Party should Exit or may be forced to Exit or may be suspended from this Agreement in case this Party Exits / is suspended under the SDAC DAOA (regardless whether it is a result of Voluntary or Forced Exit or suspension from SDAC DAOA).
- 10.3. Costs of an Exit as determined in the Exit Plan shall be governed in Annex 6.

## **ARTICLE 11 ENTRY INTO FORCE**

- 11.1. This Agreement shall enter into force and become binding with the Go-live Date provided that the Agreement has been signed by all Parties.
- 11.2. The Parties are aware of the fact that, upon Go-live Date, the Framework Project Agreement for the design and the implementation phase of Central Eastern Europe day-ahead Flow-based Market Coupling Project ("FPA") will be terminated with immediate effect. In order to ensure the continuity between the cooperation under FPA and this Agreement, the Parties agree to accept all the decisions taken by the JSC or any other subcommittee under FPA before the entry into force of this Agreement, as attached to this Agreement as Annex 15, and to consider them as binding.
- 11.3. The Parties that are also parties to the CWE MNA Framework Agreement ("CWE MNA FA") hereby agree that the provisions of the CWE MNA FA shall automatically cease to be applicable upon the Go-live Date of the Core FB MC. If the Core JSC decides to activate the Core Rollback Procedure, the provisions of the CWE MNA FA shall apply between the parties to the CWE MNA FA during the period of activation of the Core Rollback Procedure.

The CWE MNA FA shall automatically terminate:

- (i) In case the Core Rollback Procedure is not activated, after the expiry of the period during which the Core Rollback Procedure may be activated;
  - (ii) In case the Core Rollback Procedure is activated, after the end of the activation period of the Core Rollback Procedure.
- 11.4. This Agreement is concluded for an indefinite period of time.
  - 11.5. Go-live Date

Parties start the operations of the Core FB MC from the Go-live Date of the Core FB MC.

## **ARTICLE 12 ROLLBACK**

- 12.1. The Core JSC may decide to activate the Rollback in accordance with Annex 2 within a maximum of six weeks after the Go-Live.
- 12.2. At the date of entry into force of this Agreement, the Parties acknowledge that they have taken all the necessary and reasonable measures to be able to apply the Rollback within the timeframe set forth in Article 12.1.



- 12.3. In case the Core JSC decides to apply the Rollback, it shall remain entitled to determine the necessary arrangements.
- 12.4. In case Rollback is activated by the Core JSC in accordance with Core Rollback Procedure, the operation of the Core FB MC is suspended, meaning that application of Annex 2 is ceased and related rights and obligations of the Parties are suspended, for the period of application of the Rollback Situation, until the Core JSC decides to re-launch the operation of the Core FB MC. In case of any doubt whether a provision of the Agreement or any part of its Annexes shall be suspended, JSC shall decide on such matter. Parties shall take all efforts to bring back the operation of the Core FB MC as soon possible.

#### **ARTICLE 13 TERMINATION**

- 13.1. This Agreement may be terminated at any time by written agreement of all Parties, without any court intervention and without any compensation being due (to the exception of payment of remaining payment obligations under this Agreement).
- 13.2. In case SDAC DAOA is terminated, Core JSC should decide either to terminate or amend this Agreement according to Art. 15.1.
- 13.3. In case of termination, the Core JSC shall decide on the implementation of the termination. In doing so, it shall duly inform the competent regulatory authorities and the market participants if applicable.

#### **ARTICLE 14 LIABILITY**

##### **14.1. Generalities**

The Parties acknowledge that each Party is liable for its own contractual obligations only.

For the avoidance of doubt, nothing in this Agreement shall be interpreted as considering the Parties to bear joint and several liability. This principle shall also be applicable in case of commitments jointly undertaken by the Parties or a subset of them, it being understood however and for the avoidance of doubt, that in such circumstances:

- a) a proven breach of a jointly undertaken commitment, irrespective of any division of tasks between the Parties jointly undertaking the commitment, constitutes a breach by each of the Parties jointly undertaking that commitment; and
  - b) any indemnification due as a result of such claim(s), shall be divided in equal parts between the Parties having jointly undertaken the concerned joint commitment and each of such Parties shall only be held to pay such part to the claiming Party(ies). No single Party can be held to pay the whole amount for the other Parties having jointly undertaken the concerned commitment and it is up to the Parties having jointly undertaken the concerned commitment to organise sharing between them, by way of NEMO Only Agreements and TSO Only Agreements respectively, or Local Arrangements, as the case may be.
- 14.1.1. For the avoidance of any doubt, no Party is entitled to claim compensation (for claims between the Parties) or indemnification (for third party claims) under this Agreement, SDAC DAOA, NEMO only agreements and TSO only agreements for the same breach or for the same damage. The same principle applies for the agreements between the CID and the Respective Entity /ies.
- 14.1.2. The Parties shall take reasonable steps to avert, minimise or mitigate the negative consequences of a breach or prospective breach.

- 14.1.3. No Party shall be liable for delay or failure to fulfil its obligations under this Agreement if the delay or failure in performing the concerned obligation results from "Force Majeure".
- 14.2. Liability between the Parties
- 14.2.1. Subject to Article 14.2.5, in case of a breach by a Party of any of its obligations under this Agreement (the "Defaulting Party") the affected Party shall be entitled to claim compensation from the Defaulting Party for any and all losses, damage, charges, fees or expenses, expected and unexpected, which can be considered as a direct damage arising out, or resulting from a default or negligence in the execution of the obligations provided by this Agreement only and under the terms and conditions explicitly provided below.
- 14.2.2. Except in the event of fraud or intentional breach, the indemnification obligations of each Defaulting Party shall at all times be limited to an [REDACTED] [REDACTED] [REDACTED] irrespective of the number of breaches per year and the number of Parties suffering damage.
- 14.2.3. Except in the event of fraud or intentional breach, the Parties shall not be held liable for any indirect, immaterial, incidental or consequential damages.
- 14.2.4. If the sum of all damages exceeds the amount of the liability limitation in Article 14.2.1, the compensation payable to the Party(ies) suffering damages shall be reduced pro rata.
- 14.2.5. In case of a breach by a Party of any of its obligations which is a breach under this Agreement and the SDAC DAOA, any claim in respect of such breach shall be subject to the terms of SDAC DAOA. In accordance with Article 23.1.1 of SDAC DAOA, in case of a breach by a Party of any obligation specific to the Core DAOA, any claim in respect of such breach shall be subject to the terms of this Agreement.
- 14.3. For the avoidance of doubt, to the extent that no obligation under Annex 2 has been breached, Decoupling shall not be considered as a breach of the present Agreement. Parties acknowledge that Fallback procedures have been designed by the Parties and shall apply in case of Decoupling and are considered a satisfactory solution by the Parties in case of Decoupling.
- 14.4. Third party claims
- 14.4.1. In case a Party receives a claim for damages suffered by a third party and resulting directly from the act or omission of any Defaulting Party(ies), it shall:
- (i) notify promptly the other Party(ies) in writing of any such claim or of any matters in respect of which such third party claim may apply and keep them informed of the proceedings; and
  - (ii) fully cooperate with the Defaulting Party in such response and defense as reasonably required in order to minimize or settle the said claim.
- 14.4.2. The Defaulting Party(ies) shall hold harmless the Defendant Party from and against the third party claim brought against the Defendant Party as specified under this Article 14.4.
- 14.4.3. In case the third party claim is not based on a contract but on tort (extra-contractual liability) the indemnification obligation(s) of the Defaulting Party (including legal fees) towards the Defendant Party shall be limited to an [REDACTED] [REDACTED] [REDACTED] [REDACTED], irrespective of the number of breaches and the number of Parties suffering damages due to third party claims.

- 14.4.4. In case the third party claim is based on mere contractual fault, in the framework of an agreement between this third party and the Defendant party, there shall be no indemnification obligation(s) of the Defaulting party towards the Defendant party.
- 14.4.5. The Defendant Party has the right to request the Defaulting Party to join any discussions or dispute settlement procedure (whether amicable, judicial or arbitral) following a third party claim, and the right of defense of the Defaulting Party shall be duly observed;
- 14.4.6. Except for the case set out in Art. 14.4.4, the Defendant Party shall not approve any proposed settlement without the agreement of the Defaulting Party. This agreement shall not be unreasonably withheld, conditioned or delayed.

#### 14.5. Total Cap

Except in the event of fraud or intentional breach, in no circumstances will any Parties' liability, irrespective whether between the Parties or following third party claims for simple negligence or for gross negligence or for any combination of [REDACTED]

- 14.6. The liability caps shall be evaluated 12 months after the Go-live date by Joint Steering Committee (JSC).

#### 14.7. Mitigation Obligation

The Defaulting Party and the Party suffering damage shall mitigate damage occurring, in particular, but not limited to, damage towards market participants.

#### 14.8. Subrogation

Any Party shall be entitled to subrogate its insurance company to its rights and obligations under this Agreement against the Defaulting Party, who, by signing this Agreement, is deemed to agree with this subrogation.

### **ARTICLE 15 AGREEMENT MODIFICATIONS**

#### 15.1. Amendments

- 15.1.1. Amendments or modifications to the main body of the Agreement, Annex 1 (Definitions) and Annex 11 (Procurement Approach) shall only be valid, if approved unanimously in writing and signed by authorized representative(s) of each Party
- 15.1.2. The Core Operational Procedures set forth in Annex 2 to this Agreement may only be amended in accordance with Annex 3 of this Agreement.
- 15.1.3. Any amendment pursuant to Art. 15.1.1. will enter into force and become effective – if not expressly agreed otherwise by the Parties – on the date on which the last Party signs such amendment. Before signing an amendment, the Parties shall ensure that all the regulatory and other approvals and consents to the respective amendment that may be required under the applicable national, international or EU laws are obtained.
- 15.1.4. If the contact details, public holiday list or company specific regulations have to be updated (Annex 5,10 or 16), the Party that needs to do the update shall send by email a new Annex with the updated information to the other Parties. In this case, there is no need to execute any formal amendment to the Agreement. The update shall be effective for each individual Party on the day following the day of the delivery of such notification. Each Party is responsible for keeping Annexes 5,10 and 16 up-to-date.
- 15.1.5. The following Annexes can be amended only by unanimous decision of the JSC:

- (i) Annex 3 Core Change Control Procedures
- (ii) Annex 4 - RIO
- (iii) Annex 6 - Cost sharing Monitoring and Settlement
- (iv) Annex 7 - Accession Form
- (v) Annex 8 Market Design for Implementation including annexes 1-7
- (vi) Annex 9 - Market Operator Rotational Scheme Calendar
- (vii) Annex 12 - Technical Readiness Definition
- (viii) Annex 13 - List of Parties and their status
- (ix) Annex 14 - Congestion Income Distributor
- (x) Annex 15 - List of Decisions in force under the cooperation under FPA
- (xi) Annex 17 – NEMOs commitment to act in good faith with respect to Congestion Income payment defaults by its Respective Entity

In case of modification of Annexes 4, 6, 7, 9 the consolidated version of the Annexes must be attached to this Agreement and shared between the Parties.

Core JSC can take a decision which contradicts a decision which is listed in Annex 15, in such case that new Core JSC decision shall prevail.

The Appendices of Annex 8 can be amended by unanimous decision of the Core OPSCOM.

- 15.1.6. The Core JSC shall appoint the convener of any of the task forces who is responsible for drafting the amendments to the Agreement or its Annexes.
- 15.2. Amendments due to changes in Applicable Law and/or regulatory reasons
- 15.2.1. The Parties expressly agree to review the Agreement if relevant modifications to Applicable Law that could impact the Agreement should emerge. In case changes to Applicable Law or measures and/or decisions of administrative or other public authorities – as far as within the competence of these authorities – require an amendment or modification of the Agreement, any affected Party(ies) by this change or measure and/or decision may send a request for modification of the Agreement to the other Parties containing:
- (i) The provisions of the Agreement that are subject to modification;
  - (ii) The reason why such modification is necessary; and
  - (iii) A proposal of amendment of the concerned provisions.
- 15.2.2. Within a maximum of twenty (20) Working Days after receipt of the request of amendment, the Parties shall convene a meeting to consult the requested amendment. The Parties shall negotiate any amendment taking into account the principles of cooperation as defined in article 4 of SDAC DAOA.
- 15.2.3. To the extent a Party is not concerned by the change in Applicable Law or the measures and/or decisions of administrative or other public authorities, such Party may refuse to make the necessary amendments to the Agreement by giving justified reasons.
- 15.2.4. In the event an amendment to the Agreement is a consequence of a change in European Union Applicable Law or national Applicable Law, all Parties shall cooperate to amend the Agreement as necessary. In the event an amendment to the Agreement is necessary as a consequence of a change in European Union law, the convener of the Legal Task Force is responsible for drafting the

amendment upon the request of Core JSC. In the event an amendment to the Agreement is necessary as a consequence of a change in national Applicable Law applicable to one Party, such Party will propose a new draft for other Parties to review and agree on.

#### **ARTICLE 16 DISPUTE RESOLUTION**

- 16.1. Any dispute arising under, in connection to or in the framework of the Agreement (including, for the avoidance of doubt, related to the conclusion of it and its validity) between one or more Parties (hereafter a “Dispute”) shall be subject to the provisions hereafter.
- 16.2. In the event of a Dispute arising between two or more Parties, such Parties (the “Disputing Parties”) shall first submit the Dispute to amicable settlement by referring the matter in Dispute to the Core JSC.
- 16.3. A referral for amicable dispute settlement by the Core JSC (the “Referral”) shall be sent by email by one of the Disputing Parties to all Core JSC Members in writing and shall at least contain the following information:
  - (i) A description of the Dispute; and
  - (i) The indication of the Party(s) to whom it is addressed; and
  - (ii) The scope of the demand(s) or claim(s) of the Disputing Party referring the Dispute to the JSC; and
  - (iii) The legal basis of the demand(s) or claim(s); and
  - (iv) A proposal for settlement.

- 16.4. The JSC shall then appoint within 8 (eight) Working Days from amongst their members a person responsible for the amicable dispute settlement procedure. A person responsible for amicable dispute should not be a representative of either Disputing Parties. This person shall invite the Parties to participate to at least two (2) physical or online meetings (unless the Dispute is solved in the meantime) to be held within twenty five (25) Working Days as of the receipt of the Referral.
- 16.5. During the first meeting the JSC shall hear the positions of the Disputing Parties and attempt to resolve the Dispute amicably under the chair of the person responsible for the amicable dispute settlement procedure. The JSC may hear and/or request opinions of experts provided that they are bound by confidentiality obligations at least equivalent to those in this Agreement.

In particular the JSC shall:

- (i) assess the facts;
  - (ii) assess the interests of the Parties according to the objectives of this Agreement;
  - (iii) in case of damage:
    - a) estimate the damage (and its nature and extent);
    - b) determine which Party(ies) suffered the damage;
    - c) determine which Party(ies) is(are) liable for the damage;
    - d) determine the extent and modalities of indemnification; and
  - (i) formulate a proposal for settlement.
- 16.6. In the event that the JSC fails to achieve an amicable settlement within 60 working days of the receipt of the Referral or with a longer term if agreed by all Disputing Parties, as of the receipt of the Referral, the Parties shall be notified thereof by the person responsible for the amicable dispute settlement procedure.
- 16.7. Any amicable settlement reached pursuant to this Article shall only be effective and binding for the Parties to it, provided it is laid down into a binding written settlement contract, signed by the Parties participating in the concerned amicable settlement.
- 16.8. As a last resort, in case a Dispute cannot be solved amicably, the Dispute shall be exclusively and finally settled by arbitration under the International Chamber of Commerce (“**ICC**”) Rules of Arbitration. Any Party in the Dispute shall thereto be entitled to submit the Dispute to such arbitration. The arbitral tribunal shall have (3) three arbitrators, regardless of the number of Parties involved. They shall be appointed by the ICC Court of Arbitration, according to the ICC Rules of Arbitration. All appointed arbitrators shall preferably be familiar with the applicable sector, specific legislations and regulations. The place of arbitration shall be Brussels and all procedures shall be in English. The award of the arbitration will be final and binding upon the Parties concerned.
- 16.9. The Parties support, and shall, as the case may be, facilitate and take all steps necessary to allow joinder and/or consolidation of ICC arbitrations deriving from this Agreement and other related agreements, where the Disputes are so closely connected that it is expedient to hear and determine them together to avoid the risk of irreconcilable judgments resulting from separate proceedings.
- 16.10. Nothing in this Article shall preclude the Parties from applying for interim or conservatory measures or any other injunctive relief in summary proceedings before any competent judicial authority. The application of a Party to a competent judicial authority for such measures or for the implementation of any interim or conservatory measures ordered by the arbitration tribunal shall not be deemed to be a Breach or a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the arbitration tribunal. Any order or provision issued by the judicial authority must be brought to the arbitrator’s notice without undue delay.

- 16.11. For the purposes hereof, the Parties elect domicile at the addresses set forth herein, or at a different address as may be designated by written notice.

#### **ARTICLE 17 ACCESSION**

- 17.1. Any NEMO or TSO that did not sign this Agreement at its entry into force, as determined by Article 11, is entitled to become a Party to this Agreement through accession by signing the Accession Form included in Annex 7 without any further condition, except for the obligation for the acceding Party to:
- (i) be a Party to the SDAC contractual framework;
  - (ii) pay its share of the historical costs (if any) as stipulated in Section 5 of Annex 6;
  - (iii) adhere to or put in place all other agreements or arrangements required for a NEMO respectively a TSO to be able to perform its obligations under this Agreement.
- 17.2. The Core JSC shall take a decision on the adherence of any new party.
- 17.3. The new Party shall bear its share of the Core FB MC Regional Common Costs from the date of the signature of the Accession Form.
- 17.4. The following Annexes shall be amended at the latest in a month after the date of accession:
- (i) Annex 5;
  - (ii) Attachment 1 of Annex 6;
  - (iii) Annex 10;
  - (iv) Annex 13.

## **ARTICLE 18 DATA PUBLICATION**

- 18.1. For the purpose of the Core FB MC shall be – mutatis mutandis – governed by article 11.5 of the SDAC DAOA.
- 18.2. On the basis of Art. 11.5.1.ii) of the SDAC DAOA, the Parties agree that NEMOs are entitled individually to publish TSOs data, i.e. Cross-Zonal Capacities (and optional Allocation Constraints), for the Core FB MC purposes, on condition that these data have been previously validated by the respective TSOs.
- 18.3. TSOs hereby award authorization to NEMOs to publish scheduled exchanges between bidding zones in line with the rules stipulated in Art. 11.3.3 SDAC DAOA, if NEMOs decide to.

## **ARTICLE 19 ANTI-CORRUPTION**

Neither Party nor any of its subsidiaries or affiliates, nor any director, officer, or employee, nor, to the Party's knowledge, any agent or representative of the Party or of any of its subsidiaries or affiliates, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to influence official action or secure an improper advantage.

## **ARTICLE 20 COMPANY SPECIFIC REGULATIONS**

Every Party has the right to provide their company specific regulations in Annex 16.

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.

## **ARTICLE 21 GDPR**

The Parties shall agree that the personal data (listed in Annex 5 of this Agreement) of Parties' natural person (hereinafter referred to as "Party's Contact Persons") managed for the purpose and in connection with and in the course of conclusion and performance of this Agreement will be handled in accordance with European Union data protection legislation (Regulation 2016/679, hereinafter referred to as GDPR). Each Party is the Controller of such personal data in respect of its own processing operations. Respective Parties may provide other Parties of the Agreement with a "Controller information clause" which is regulated in Annex 16. "Company specific regulations".

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date specified below with their respective signatures, in one (1) original counterpart per Party and each Party acknowledging receipt of its original copy(ies).



CORE DAOA

For: 50Hertz Transmission GmbH

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: Amprion GmbH

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: Austrian Power Grid AG

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: ČEPS, a.s.

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: CREOS Luxembourg S.A.

Name:	Name:
Function:	Function:
Date: _____	Date: _____

For: Croatian Transmission System Operator Ltd.

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: ELES, d.o.o., sistemski operater prenosnega elektroenergetskega omrežja

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: Elia Transmission Belgium S.A.

Name:	Name:
Function:	Function:
Date: _____	Date: _____



CORE DAOA

For: MAVIR Magyar Villamosenergia-ipari Átviteli Rendszerirányító Zártkörűen Működő Részvénytársaság

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: National Power Grid Company Traselectrica S.A.

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: PSE S.A.

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: RTE Réseau de transport d'électricité

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: Slovenská elektrizačná prenosová sústava, a.s.

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: TenneT TSO B.V.

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: TenneT TSO GmbH

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: TRANSNET BW GmbH

Name:	Name:
Function:	Function:
Date: _____	Date: _____



CORE DAOA

For: BSP Regionalna Energetska Borza d. o. o.

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: CROATIAN POWER EXCHANGE Ltd.

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: EPEX Spot SE

Name:	Name:
Function:	Function:
Date: _____	Date: _____

For: Nord Pool European Market Coupling Operator AS

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: EXAA Energy Exchange Austria

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: HUPX Magyar Szervezett Villamosenergia-piac Zártkörűen Működő  
Részvénytársaság

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

OKTE, a.s.

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: Operatorul Pieței de energie Electrică și de Gaze Naturale S.A.

Name:	Name:
Function:	Function:
Date: _____	Date: _____



CORE DAOA

For: OTE, a.s.

Name:	Name:
Function:	Function:
Date: _____	Date: _____

CORE DAOA

For: Towarowa Gielda Energii S.A.

Name:	Name:
Function:	Function:
Date: _____	Date: _____