

Fourth Amendment to the Intraday Operations Agreement (IDOA) – Annex 8:  
Adapted Exhibit 12: Cost sharing, monitoring and settlement  
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**Annex 8 to the Fourth Amendment to the Intraday Operations  
Agreement (IDOA):**

**Adapted Exhibit 12 to the IDOA: Cost sharing, monitoring and settlement**

This Exhibit 12 is divided into the following four Sections which detail, pursuant to Article 15 of the Agreement:

- a) the process for sharing, monitoring and settling SIDC Common Costs encountered as of the month following the month of Initial Go-Live, to be further distinguished into:
  - i) SIDC Joint NEMOs and TSOs Common Costs fully covered by this Exhibit 12;
  - ii) SIDC NEMOs-Only Common Costs governed by this Exhibit 12 only for the reporting and follow-up of the budget; and
  - iii) SIDC TSOs-Only Common Costs governed by this Exhibit 12 only for the reporting and follow-up of the budget;

For the purpose of this Exhibit 12, all capitalized terms not expressly defined herein shall have the meaning attributed to them in Exhibit 1 (Definition list).

References to provisions of this Exhibit 12 are made using the term "Section" (while references to provisions of the Agreement are made using "Article").

In case of adaptations to this Exhibit 12, the new provisions apply as of the date they have been adopted.

## **1. Process for SIDC Common Costs**

### **1.1. SIDC Joint NEMOs and TSOs Common Costs**

This Section 1.1 specifies the way in which SIDC Joint NEMOs and TSOs Common Costs set forth under this Exhibit 12 will be categorised, budgeted, handled, reported and calculated for the purpose of sharing between Member States and third countries, settled and invoiced. This will be done in accordance with the Agreement and Legal Provisions, such as the provisions on i) cost recovery (article 75 CACM); ii) costs of establishing, amending and operating single day-ahead and intraday coupling (article 76 CACM); and iii) cost sharing between NEMOs and TSOs in different Member States and third countries (article 80 CACM) without prejudice to any subsequent processes to be organised as the case may be within each Member States and third country for the sake of costs recovery.

### **1.1.1. General principles**

Costs resulting from activities made to the benefit of all NEMOs and all TSOs, as mentioned in Section 1.1.2, shall be considered as SIDC Joint NEMOs and TSOs Common Cost if approved as SIDC Joint NEMOs and TSOs Common Cost by the MCSC

The SIDC Joint NEMOs and TSOs Common Cost shall be recorded and shared as provided for by CACM and in particular articles 75, 76 and 80 CACM. The following principles shall apply:

- a) The Parties shall ensure that all costs shall be, insofar as such costs are time and material based, appropriately and fairly recorded in timesheets and, insofar as such costs are other expenses, sufficiently documented. More detail is given in Section 1.1.5 of this Exhibit 12.
- b) SIDC Joint NEMOs and TSOs Common Costs must be either: (i) within an approved yearly budget; (ii) the subject of an approved increase in the relevant yearly budget; or (iii) subject to a specific prior approval by the MCSC, the expenditure of each of which must be specifically pre-approved by the MCSC consistently with the terms of Article 12.
- c) All input data for the calculation of the sharing key between Member States and third countries will be updated, at least, on a yearly basis (in quarter 1 of a given calendar year). The sharing keys will be approved on a yearly basis by the MCSC based on the all NRA(s) guidelines and the principles in Annex 1. MCSC.
- d) If a (the) respective NRA(s) require(s) changes based on an NRA regulation with regard to the sharing related to a Member State or third country in the course of a given calendar year these changes will be implemented with regard to that Member State or third country in accordance with such NRA regulation.
- e) The necessary input for the yearly report to the NRAs shall, in due time, be provided, with the level of detail required by article 80 CACM, by the MCSC reporting designee to the person responsible for consolidating this information as indicated by the TSOs respectively the NEMOs.

- f) If requested by the NRAs, the relevant TSOs and NEMOs shall provide, within three months or according to the deadline specified by the NRAs, the information necessary to facilitate the assessment of the costs incurred.
- g) Costs shall be reported and settled excluding VAT unless not permitted under Legal Provisions.
- h) Each new contract or each amendment of any present contract with a third party service provider for services provided in the context of the SIDC (to the exception of contracts for services provided concerning PCR Assets also used for SIDC/IDAs, for which the annex 6 of the DAOA applies) shall be concluded in compliance with the Directive 2014/25/EU and respective national public procurement legislation, if applicable, and shall be subsequently organised and approved by MCSC.
- i) All Parties shall strive as much as possible to avoid “vendor lock-in”, meaning that the contracting entity shall not discriminate the economic operators in subsequent public procurement procedures due to the fact that only the original provider owns IPR rights and therefore only he can provide the services procured. The procurement documents shall assure, to the extent possible and to the extent the MCSC considers this economic efficient, the co-ownership by all or a subset of Parties of the relevant IPR.
- j) Costs for the carrying out of the public procurement procedure for services to the benefit of all Parties participating in the SIDC, as well as for the negotiation of the contracts and framework agreements for services to the benefit of all Parties participating in the SIDC shall be considered as SIDC Joint NEMOs and TSOs Common Costs.

#### **1.1.2. Cost categorisation**

SIDC Joint NEMOs and TSOs Common Costs will be categorised as:

- a) SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC; or
- b) SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC.

**1.1.2.1. SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC**

The SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC, to be shared among all Parties, consist of the following categories:

1. Costs of adaptations or further developments of the XBID System that comply with Exhibit 3 (Change Control Procedure)
2. Costs of adaptations or further development of the IDA CIP Solution in compliance with Article 5 of the Agreement;
3. The costs of adaptations or further developments of the PCR Assets used for SIDC/IDAs, to the extent such adaptations or further developments are made for SIDC/IDAs, up to the amount decided by the MCSC, on a case by case basis;
4. Costs resulting from an amendment of the Agreement of which the modalities are specified in Article 24;
5. Costs of governance activities according to Article 12 related to SIDC Joint NEMOs and TSOs Common Cost of establishing and amending the SIDC, to the benefit of all Parties or all NEMOs or all TSOs participating in the SIDC, and approved as such by the MCSC
6. The cost for joint governance activities under IDOA and DAOA, for such part of those costs that is attributed by the MCSC to SIDC, on a case by case basis.
7. The remuneration for the hosting services and the maintenance services of the Service Provider to the extent related to the non-production environments, as provided in the XBID-DSA Hosting and the XBID-DSA Maintenance (including the remuneration for PMI Control set forth in section [REDACTED] to the XBID-MSA), as well as the remuneration under the XBID DSA Licence to the extent related to the non-production environments; and costs resulting from services under the XBID-DSA Consultancy;
8. The remuneration for the services provided by the Service Provider for the IDA CIP Tool to the extent related to the non-production environments for the IDA CIP Tool;

- 9. The remuneration for the services provided by the PCR Assets Service Providers that concerns services for the use of PCR Assets in the non-production environments for SIDC/IDAs, up to the amount decided by the MCSC, on a case by case basis
  
- 10. Costs related to the selection, as described in Section 1.1.1., h) to j), of service providers providing services falling under the Agreement; and
  
- 11. Any other costs element that is, by a decision of the MCSC, classified as SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC.

**1.1.2.2. SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC**

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

- a) The net operational cost of the Service Provider, more specifically the cost resulting from the sum of i) to iv), from which v) needs to be subtracted:

[Redacted content]

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

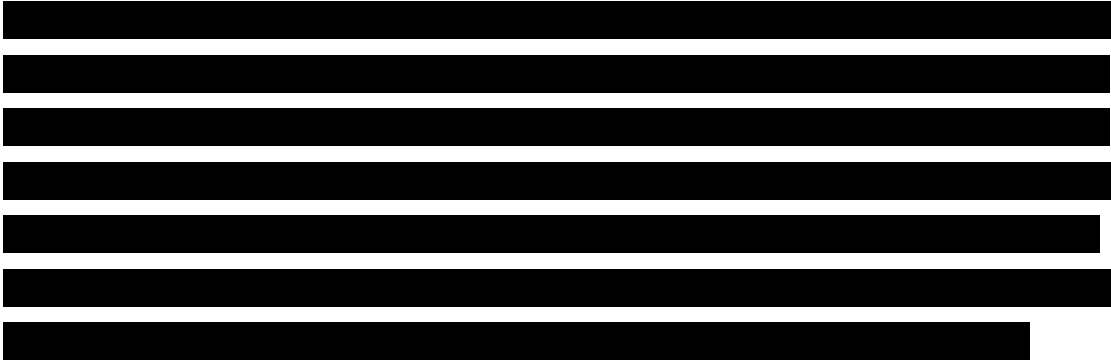


**1.1.3. Specific arrangements related to hosting, maintenance and license costs of the Service Provider for the XBID System**

**1.1.3.1. Hosting and maintenance services and related costs as well as costs related to the license**

In respect of the hosting and maintenance services and related costs for the XBID System encountered for the benefit of all NEMOs and TSOs under the Agreement (as referred to under Section 1.1.2.1.4 and under Section 1.1.2.2, a), i) and iv)), the Parties have agreed on the following principles:

- a) All Parties shall contribute in the costs related to hosting and maintenance services for the non-production environments (as referred to under Section 1.1.2.1.4); and
- b) The relevant share of the costs related to hosting and maintenance services for the production environments (as referred to under Section 1.1.2.2, a), i) and iv)) shall be covered only by the Operational Parties.



- c) In respect of the sharing of the costs related to the license under the XBID-DSA License, all Parties shall contribute to this cost to the extent related to the non-production environment and Operational Parties only shall contribute to this cost to the extent it is related to the production environments. Although the license fee is a cost under the XBID- DSA License, the formula set forth below under Section 1.1.3.2. for the hosting services shall apply to determine the part of the license fee to be shared by all Parties and the part of this fee to be paid by only the Operational



Parties. To this aim the cost of the license as specified in section [REDACTED] [REDACTED] to the XBID-MSA shall be added to the annual total hosting price referred to under Section 1.1.3.2. This shall also apply to the license fee due according to section [REDACTED], in the event of use of the licensed material after release from escrow as described in the XBID-DSA License.

- d) In respect of the sharing of the remuneration for the PMI Control as set forth in section [REDACTED] of the XBID-MSA, and although this remuneration is part of the remuneration for the maintenance services, [REDACTED]

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

**1.1.3.2. Remuneration for hosting services**

1. Section [REDACTED] to the XBID-MSA stipulates the ongoing hosting price for the hosting remuneration for the hosting services (as defined in the XBID-MSA) for each additional individual test environments contracted by NEMOs with the Service Provider for the XBID System.
2. The overall calculation of the hosting share (including license costs and PMI Control cost) attributable to the production environment is defined as follows:

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

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**1.1.3.3. Remuneration for maintenance services**

- 1. Section [Redacted] to the XBID-MSA stipulates the ongoing maintenance price for the annual remuneration for the maintenance services (as defined in the XBID-MSA) for each additional individual test environments contracted by NEMOs with the Service Provider.

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**1.1.4. Budgeting**

- 1. The yearly budget for the SIDC Joint NEMOs and TSOs Common Costs, shall be subject to the approval of the MCSC.
  
- 2. The initial budget for the first period after entry into force of the Agreement until the end of the calendar year is the budget approved by XBID Market APCA MCSC as attached as Annex 2.

3. The MCSC shall approve, on a yearly basis and by no later than the 1<sup>st</sup> November of the year, the overall yearly budget (including the resources needed to comply with this budget) for the following calendar year as well as a high level road map (expenditures and resources) for the coming 3 years taking into account the following principles, unless otherwise specified in the Agreement:

- a) Costs incurred by a Party related to internal resources, to the benefit of all Parties or to all Operational Parties, as the case may be, shall be charged at the standard daily rate of █████EUR per day (based on 8 hours/day) unless stipulated otherwise by a decision of the MCSC;

It is acknowledged by the Parties that any individual, company or other firm retained by any Party to provide professional services (each a “consultant”) shall be regarded as that Party’s own “internal” resources for the purposes of this Agreement; and

- b) Costs related to external contractors or advisors that provide services to the benefit of all Parties or to all Operational Parties, as the case may be, shall be taken into account at cost, provided these costs are in compliance with the requirements herein.

4. The standard daily rate may be updated on a yearly basis after approval by the MCSC, prior to preparation of the budget by MCSC decision.

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

**1.1.5. Handling of all SIDC Joint NEMOs and TSOs Common Costs**

1. Each Party shall complete and submit the timesheets and documentary evidence for costs classified as SIDC Joint NEMOs and TSOs Common Costs to the BMTF no later than the 10<sup>th</sup> Working Day of the month following the month

in which work has been performed. The Parties shall provide for the same requirements in contracts with service providers, except if otherwise agreed by the MCSC.

2. In absence of delivery of the necessary timesheets and/or documentary evidence for costs classified as SIDC Joint NEMOs and TSOs Common Costs, these costs will not be considered as eligible for settlement between the Parties until delivery of the necessary timesheets and documentary evidence.
3. By exception, in the event that any one or more Party(ies) fail(s), for whatever reason, to submit any relevant timesheet(s) and/or documentary evidence for costs classified as SIDC Joint NEMOs and TSOs Common Costs by the 10<sup>th</sup> Working Day of the month following the month respectively quarter in which work has been performed, such Party may only submit such timesheet(s) and/or documentary evidence for costs classified as SIDC Joint NEMOs and TSOs Common Costs for inclusion in the next month's report, provided that such report shall clearly identify such late-reported items. In any event, all timesheet(s) and/or documentary evidence for costs classified as SIDC Joint NEMOs and TSOs Common Costs have to be reported within the same calendar year (until 20<sup>th</sup> Working Day in January of the following calendar year) in which the work has been performed and the later reporting of any relevant timesheet(s) will not be taken into account, except if otherwise agreed by the MCSC.
4. The timesheets shall include:
  - a) The time spent (including description of the related activity or service) per third party service provider, the agreed rate per third party service provider and the costs per related activity or service during the previous month;
  - b) the time spent (including description of the related activity) per internal resources during the previous month; and
  - c) reasonable documentary evidence (including without limitation invoices) relating to the expenses incurred by external and internal resources during the previous month in performing their duties.

5. Travel and accommodation expenses by external and internal resources for activities and services classified as SIDC Joint NEMOs and TSOs Common Costs shall be invoiced at actual cost, and subject to compliance with the following guidelines:

[REDACTED]

A deviation of these guidelines for travel and accommodation expenses by external and internal resources for activities and services classified as SIDC Joint NEMOs and TSOs Common Costs is allowed if based on an MCSC decision.

6. Monthly reporting for internal follow-up: save in respect of each month falling at the end of a Calendar Quarter, the BMTF shall process the information received in connection with paragraphs 1 to 4 above and shall prepare and submit on 20<sup>th</sup> Working Day of each month following the month in which work has been performed an overview of the previous month’s costs to the MCSC for approval.

7. Quarterly reporting for CACM reporting requirements and invoicing purpose: each month falling after the end of a Calendar Quarter, the BMTF shall process the information received in connection with paragraphs 1 to 4 above and shall prepare and submit on the 20<sup>th</sup> Working Day of such month a Quarterly Report to the MCSC for final approval. Such Quarterly Report shall contain an overview of the last month of the previous Calendar Quarter together with details of the already validated Monthly Reports in respect of such Calendar Quarter. The information in the overview of the last month of the previous Calendar Quarter shall at least be as detailed as the Monthly Report.

8. The BMTF shall ensure that all timesheets and documentary evidence for costs classified as SIDC Joint NEMOs and TSOs Common Costs provided to it and all documentary evidence with respect to expenses provided to it are made freely available to all the Parties prior to the approval of such costs.
9. The BMTF shall ensure that all relevant documentation, including but not limited to calculations in the framework of the Monthly Report and Quarterly Report are stored in the common (online) storage place referred to in Article 26.2.

**1.1.6. SIDC Joint NEMOs and TSOs Common Costs sharing key**

1. SIDC Joint NEMOs and TSOs Common Costs shall be broken down into the categories described in the Section 1.1.2 and the sharing key shall be applied for each category separately.
2. For the calculation of the contribution share of Member States and third countries to SIDC Joint NEMOs and TSOs Common Costs, the following formula will be applied in accordance article 80(3) CACM for each settlement period<sup>1</sup> by the BMTF:

$$\frac{1}{8} \frac{1}{MS} + \frac{5}{8} \frac{C_x}{TC} + \frac{2}{8} \frac{TV_x}{TTV}$$

The consumption as specified in the Eurostat report 105a is used as a basis for the calculation of the TV<sub>x</sub> and TTV until the NRAs indicate otherwise.

Where:

- a) For sharing of SIDC Joint NEMOs and TSOs Common Costs for establishing and amending the SIDC as set forth in Section 1.1.2.1 the following values shall be used:
  - o MS: the number of Member States and third countries participating in the SIDC;
  - o C<sub>x</sub>: latest available value included in the Eurostat report nrg\_cb\_eof consumption of each Member State or third country;

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<sup>1</sup> Currently defined as Calendar Quarter.

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- TC: sum of latest available values included in the Eurostat report nrg\_cb\_e of consumption in all Member States and third countries;
- TVx: traded volume in each Member State or third country calculated as the sum across all products effectively traded and for each trading period in each NEMO active in the Member State or third country (either designated or passporting):

$(\text{Purchase Traded Volume [MWh]} + \text{Sale Traded Volume [MWh]}) / 2$ ;

and

- TTV: sum of traded volume across all Member States and third countries.
- b) For sharing of SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC as set forth in Section 1.1.2.2 the following values shall be used:
- MS: the number of Member States and third countries where at least one Operational Party uses the SIDC;
  - Cx: latest available value included in the Eurostat report 105a of consumption of each Member State or third country in operation where at least one Operational Party uses the SIDC;
  - TC: sum of latest available values included in the Eurostat report 105a of consumption in all Member States and third countries where at least one Operational Party uses the SIDC;
  - TVx: traded volume in each Member State or third country where at least one Operational Party uses the SIDC calculated as the sum across all products effectively traded and for each trading period in each NEMO active in the Member State or third country (either designated or passporting):
- $(\text{Purchase Traded Volume [MWh]} + \text{Sale Traded Volume [MWh]}) / 2$ ;
- and
- TTV: sum of traded volumes across all Member States and third countries where at least one Operational Party uses the SIDC.

The SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC shall only be shared between the Operational Parties.



3. For calculation of each NEMO and TSO share (irrespective of whether such NEMO or TSO is a Party to the Agreement) to SIDC Joint NEMOs and TSOs Common Costs in each Member State or third country according to CACM, the contribution share attributable to a given Member State or third country (as a result of the computation included in Section 1.1.6, paragraph 2) shall be multiplied using the percentage sharing key amongst NEMOs and TSOs active in such Member State or third country as defined and provided by the competent NRA(s). The outcome of this calculation shall be provided to the MCSC for validation and made available to all Parties and stored in the common (online) storage place referred to in Article 26.2.
4. The list of percentage sharing keys amongst NEMOs and TSOs active in each Member State or third country shall be made available to all Parties and stored in the common (online) storage place referred to in Article 26.2. and may be updated anytime following a regulation of the competent NRA(s)
5. As long as not all NEMOs and TSOs of all Member States or third countries have signed the Agreement, an additional calculation specified in Section 1.1.6, paragraph 6 is needed to ensure that the costs are pre-financed by all Parties according to the sharing key set forth in article 80 CACM. The additional calculation will be performed by the BMTF per applicable settlement period where the condition is not fulfilled and this calculation will be approved by the MCSC. The BMTF will ensure that these calculations will be stored in the common (online) storage place referred to in Article 26.2. The settlement as described in Section 1.1.7 will be done between Parties based on the end result of the calculation specified in this Section as long as all TSOs and NEMOs of the Member States or third countries that need to sign the Agreement have not done this.
6. For the calculation of each Parties' share of the SIDC Joint NEMOs and TSOs Common Costs for establishing and amending the SDIC to be paid according to the Agreement, the following formula shall be used:

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

Where:

- P refers to a Party of the Agreement;
  - X refers to a particular Member State or third country;
  - MS refers to set of all Member States and third countries according to CACM; and
  - TSP refers to sum of shares of all NEMOs and TSOs who are Parties to the Agreement.
7. For the calculation of each Party's share of the SIDC Joint NEMOs and TSOs Common Costs of operating to be paid according to the Agreement, the total amount to be shared shall be multiplied by the percentage sharing key calculated according to paragraphs 2 and 3 of this Section.

#### **1.1.7. Cost approval and invoicing mechanism**

1. Each Party shall bear the respective share of SIDC Joint NEMOs and TSOs Common Costs for establishing and amending the SIDC and the respective share of SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC as calculated according to paragraph 6 respectively paragraph 7 of Section 1.1.6 above.
2. The invoicing and payment thereof shall be performed separately for the SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC and the SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC on a calendar quarterly basis (or such other frequency as the MCSC determines) according to the following procedure:
  - a) By no later than twenty (20) Working Days after the end of each Calendar Quarter, the BMTF will send via e-mail to each MCSC member, a report (the "**Quarterly Report**") as provided under Section 1.1.5. The report will also be stored in the common (online) storage place referred to in Article 26.2. The report shall detail the following:
    - i) In respect of such Calendar Quarter, a clear identification, expressed in euro, of the various incurred SIDC Joint NEMOs and TSOs Common

- Costs according to the different cost categories as specified in Section 1.1.2.1 and 1.1.2.2.;
- ii) A link to the common (online) storage place referred to in Article 26.2 where the timesheets and documentary evidence for costs classified as SIDC Joint NEMOs and TSOs Common Costs can be found;
  - iii) Details of the cumulative SIDC Joint NEMOs and TSOs Common Costs incurred as of 1 January of the relevant year;
  - iv) A short summary of important issues detected by BMTF during the establishment of the report; and
  - v) Any other relevant matters as the BMTF shall determine as reasonable for the purposes of the Quarterly Report.
- b) together with a document (the "**Quarterly Account**"), prepared by BMTF, which shall detail separately for the SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC and the SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC the following:
- i) A clear identification of the various SIDC Joint NEMOs and TSOs Common Costs items to be made subject to an invoice by those Party(ies) having incurred SIDC Joint NEMOs and TSOs Common Costs in respect of such Calendar Quarter;
  - ii) Details of the relevant share of each Party calculated according to Section 1.1.6, expressed in euro, of the total SIDC Joint NEMOs and TSOs Common Costs in respect of such Calendar Quarter;
  - iii) Details of the invoicing between each Claiming Party towards one or more Paying Parties according to the principles provided under letter c. and d. below; and
  - iv) The MCSC will review the settlement process set forth under c) and d) following two (2) quarters of operation and shall decide based on this review whether this process shall be adapted.

- c) Performed separately for the SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC and the SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC, if the share of a Party of the total SIDC Joint NEMOs and TSOs Common Costs in respect of such Calendar Quarter and given category as calculated according to letter b.ii above is higher than the SIDC Joint NEMOs and TSOs Common Costs incurred by such Party in the given Calendar Quarter and given category, such Party (the **"Paying Party"**) shall be subject to invoices by Party(ies) whose share of the total SIDC Joint NEMOs and TSOs Common Costs in respect of such Calendar Quarter and given category as calculated according to letter b.ii above is lower than the SIDC Joint NEMOs and TSOs Common Costs incurred by such Party (the **"Claiming Party"**) in respect of such Calendar Quarter and given category.
- d) The following mechanism shall be used in order to identify which Paying Party(ies) shall be invoiced by each Claiming Party:
- i) Parties are sorted according to the net amount resulting from letter c) and a comparison of the SIDC Joint NEMOs and TSOs Common Costs incurred by a Party and its share of the total SIDC Joint NEMOs and TSOs Common Costs calculated according to letter b),ii) for each individual Party as follows:
    - For the Claiming Party(ies), with the highest claim to the lowest;
    - For the Paying Party(ies), with the lowest to the highest amount to be paid; and
    - If two Parties do have the same outcome of the net amount, they are sorted based on alphabetical order;
  - ii) The claim of the first Claiming Party on the list is paired with the remaining net amount of the last Paying Party;
  - iii) If the claim of first Claiming Party on the list is fully covered by the last Paying Party, then:

- the first Claiming Party is supposed to invoice the last Paying Party for the whole amount of Claiming Party's claim;
  - the remaining net amount of the last Paying Party is reduced by the invoiced amount;
  - this Claiming Party is removed from the list; and
  - the process is repeated from step ii) onwards, with the second Claiming Party on the list becoming the first Claiming Party on the list;
- iv) If the claim of first Claiming Party on the list is not fully covered by the remaining net amount of the last Paying Party, then:
- the first Claiming Party is supposed to invoice the last Paying Party for Paying Party's remaining net amount;
  - the claim of the first Claiming Party is reduced by such invoiced amount;
  - this last Paying Party is removed from the list; and
  - the process is repeated from step ii) onwards, with the last but one Paying Party on the list becoming the last Paying Party on the list; and
- v) The mechanism shall stop with the invoice between last Claiming Party and first Paying Party on the original list. It is recognised that, in view of the process, a Claiming Party may need to invoice more than one Paying party.
3. If no objection is raised by any of the MCSC members within five (5) Working Days after receipt by them of the Quarterly Report and the Quarterly Account, the Quarterly Report and the Quarterly Account will be deemed approved by the MCSC. The MCSC shall also expressly record the deemed approval of the relevant Quarterly Report and Quarterly Account at the next scheduled meeting of the MCSC or at an ad-hoc meeting of the MCSC. If a timely objection is raised it will be discussed in MCSC.

4. Irrespective of whether the Quarterly Report and the Quarterly Account are approved at a meeting (either scheduled or ad-hoc) of the MCSC or by deemed approval, the BMTF shall, by no later than the 3<sup>rd</sup> Working Day following the date of such approval, provide the Parties with copies signed by the person indicated by MCSC (in PDF or other suitable electronic format) of such approved Quarterly Report and Quarterly Account based on which respective Claiming Parties shall issue the invoices towards specified Paying Parties and in specified amounts according to Section 2.

### **1.2. SIDC NEMOs-Only Common Costs**

1. All NEMOs shall report to BMTF the SIDC NEMOs-Only Common Costs:
  - a) by no later than on 1 November of a given calendar year, the yearly budget of SIDC NEMOs-Only Common Costs for the following calendar year as well as a high level road map for the coming three (3) years; and
  - b) on the 15<sup>th</sup> Working Day of a month in which a Quarterly Report is due, a report of encountered NEMOs-Only Common Costs for tracking of budget fulfilment.
2. SIDC NEMOs-Only Common Costs shall be handled, budgeted, categorised, reported and calculated for the purpose of sharing between the Member States and third countries, settlement and invoicing under the ANIDOA.

### **1.3. SIDC TSOs-Only Common Costs**

1. All TSOs shall report to the MCSC:
  - a) by no later than on 1 November of a given calendar year, the yearly budget of SIDC TSOs-Only Common Costs for the following calendar year as well as a high level road map for the coming three (3) years; and
  - b) on the 15<sup>th</sup> Working Day of a month in which a Quarterly Report is due, a report of encountered SIDC TSOs-Only Common Costs for tracking of budget fulfilment.
2. SIDC TSOs-Only Common Costs shall be handled, budgeted, categorised, reported and calculated for the purpose of sharing between the Member States and third countries, settlement and invoicing under the TCID.

## **2. Invoicing and payments**

### **2.1. Invoice information**

1. Each invoice issued according to the Agreement shall be sent by email, but at the request of a Party a paper version shall also be provided. The approved Quarterly Report referred to in Section 1.1.7, 4) shall be attached to all invoices issued. Each invoice shall include at least the following items:
  - a) Full name and address of both the invoicing Party and the invoiced Party;
  - b) VAT number of both the invoicing Party and the invoiced Party;
  - c) Invoiced amount, valued in euro;
  - d) Bank account and bank address (including IBAN and BIC) on which the relevant payment shall be made;
  - e) Invoice number;
  - f) Invoice issue date;
  - g) Settlement period;
  - h) Designation of the service on the invoice (including the reference to the Quarterly Report and the Quarterly Account that are used as basis for issuing the invoice) and whether the invoice is related to the SIDC Joint NEMOs and TSOs Common Costs for establishing and amending the SIDC or the SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC with indication of the period covered. In case of resettlement the invoice should refer to the resettlement. For resettlement the period covered shall not be specified;
  - i) Tax rate and tax amount separately, if any;
  - j) Specific constraint for invoicing, required by article 226 of Directive 2006/112/CE, if any, e.g. indication of the reference to the applicable provision of the Directive where the supply of services is subject to the VAT reverse charge procedure;
  - k) Reference if required by the invoiced Party; and

- l) Payment term in accordance with paragraph 2) hereafter.
2. Each Party shall pay the invoiced amount within thirty (30) days from the end of the month of the receipt of the respective invoice (the "**Due Date**"). All payment(s) shall be made by wire transfer to the bank account indicated in the invoice(s).
3. Default interest on any amounts not paid by the Due Date, shall accrue at the legal interest rate as specified in the Belgian Law of 02/08/2002 on combating late payment in commercial transactions, as modified by the Law of 22 November 2013, implementing Directive 2011/7/EU.
4. A Party whose invoice(s) is (are) not paid within 90 days of the Due Date by another Party(ies) is entitled to claim to socialize these costs among the relevant Parties (i.e. all Parties or Operational Parties, according to the relevant cost category, and to the exception of the Party failing to pay its invoice (hereafter the "**Socialising Parties**"), if the Party failing to pay its invoices indicates it will not pay these invoice(s). The Socialising Parties shall pay their contribution to the unpaid invoice to the original invoicing Party based on the sharing key provided in Section 1.1.6., excluding the Party that has not paid the invoice, and following the further modalities to be determined by the MCSC.

If the invoice of the Party failing to pay its invoice is, in the end, paid by that Party, the received amount shall be retributed to the Socialising Parties pro rata their contribution, following the settlement process set forth under Section 1.1.7, 2) c) and d).

In respect of the Party that is failing to pay its invoice(s) the following applies:

- a) For the avoidance of doubt, the foregoing shall not release the Party failing to pay its invoice(s), to pay this invoice(s);
- b) The MCSC will, upon receipt of the claim to socialize the unpaid invoice, assess the next steps towards the Party failing to pay its invoice(s);
- c) The original invoicing Party shall take all necessary measures to recover payment by the Party that is failing to pay and will inform the Socialising Parties as soon as it receives payment; and



- d) The Socialising Parties shall use their Best Efforts to receive from the relevant NRA(s) assistance to recover the unpaid invoice.

## **2.2. Invoice dispute**

1. All or any part of an invoice can only be contested based on a calculation or process error. In such case the contesting Party, shall inform the BMTF and MCSC as soon as possible and in any event within ten (10) Working Days of the date of the invoice of the disputed amount and the basis for disputing such invoice, together with any appropriate information supporting its position. The undisputed part of the invoiced amount shall remain payable as provided herein. Any contestation by a Party of all or any part of an invoice will, if not solved, be subject to the Dispute resolution procedure set out in Article 25. Notwithstanding the existence of any Dispute relating to all or any part of an invoice, the Disputing Party shall remain for all purposes (other than payment of the contested part of such invoice pending resolution of such Dispute) subject to all its obligations under the Agreement.
2. Payment by either Party of the invoice, wholly or in part, shall not itself, in case of a Dispute regarding such invoice, be considered as an acceptance or validation of the activities performed which are subject of such a Dispute.

## **3. Specific provision for settlement of Actual Net Imbalance Costs**

### **3.1. Preconditions**

1. The OPSCOM shall provide to all Parties the service level as set forth in section XXXXXXXXXX of XBID-DSA Hosting of a particular period (at the moment of the Initial Go-Live this is a month) as well as the moment of occurrence of cases as referred to in Article 5.3.2 that led to a specific level of a SLA for a particular period.
2. The procedure specified in Article 5.3.2.3 shall apply.
3. A NEMO that wants to claim under Article 5.3.2.1. or/and Article 5.3.2.2. needs to provide to the TSOs and the NEMOs the imbalance settlement invoice information for each imbalance settlement period per incident and per Market

Area that led to a specific level of SLA across all concerned imbalance price areas related to the intraday timeframe as well as the procedural costs resulting from Article 5.3.2.3.

4. All Parties shall check whether the provided information is complete (information for all Market Areas is delivered) and relevant (only imbalances information for the moment of occurrence of incidents and the intraday timeframe).
5. If the information is incomplete or not relevant, the BMTF shall contact the NEMO to request the missing information and/or to ask confirmation to discard certain information. As long as the condition of completeness and relevance for a particular NEMO is not fulfilled, no settlement of the Actual Net Imbalance Costs for that NEMO can take place.
6. If the condition of completeness and relevance for a particular NEMO is met, the BMTF calculates the sharing of the Actual Net Imbalance Costs for that particular NEMO as well as the procedural costs following from Article 5.3.2.3 according to the CACM sharing key for the Operational Parties as referred to in Article 5.3.2.1. and Article 5.3.2.2. and as set forth in Section 1.1.6.
7. The calculation is submitted to the MCSC for approval.

As soon as the MCSC validates the calculation, all Operational Parties shall settle this in the next invoicing period. The settlement will be done according to the invoicing process as specified in Section 1.1.7 letter d) separately for the portion to be fully recovered from all TSOs and the portion to be jointly shared by all Operational Parties.

8. The SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC allocated to all Operational Parties can be added to the invoicing process in place for SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC.

### **3.2. Sharing key**

1. The cost resulting from Article 5.3.2 categorised as SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC shall be shared as specified in Section 1.1.6.

2. However, for the purpose of Article 5.3.2.1, ii), b), 3) the portion to be fully shared solely between all TSO Operational Parties (as SIDC TSOs-Only Common Cost of operating the SIDC) and the portion to be jointly shared between all Operational Parties shall be calculated according to the following formula:

[Redacted formula content]

**4. Exit Plan and other costs**

**4.1. Exit Plan costs**

- 1. The cost of an Exit as determined in the Exit Plan according to Article 20.5.2 shall be allocated and settled as proposed by the MCSC and as consented to by the Exiting Party.
- 2. As soon as the MCSC and the Exiting Party have agreed upon the costs of an Exit and the modalities how these costs will be settled, all Parties shall follow such instructions and issue respective invoices according to Section 2.

**4.2. Other costs**

1. Should the MCSC identify other costs than the one specified in this Exhibit 12 that are up for settlement, the MCSC will validate the conditions for the settlement of these costs as well as the classification of these costs.

#### **5. Process for accession of a new Party**

1. As soon as a Party accedes to the Agreement, the BMTF will assess for this Party the amount to be paid by this Party covering:
  - a) With respect to the SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC, any TSO or NEMO adhering to the Agreement shall pay its share of the SIDC Joint NEMOs and TSOs Common Costs for the period from the day of its designation until its adherence according to the CACM sharing key, as further described in Section 1.1.6.
  - b) The costs associated to the recalculations and preparations needed for the process of resettlement being estimated as follows, except for Parties adhering to the Agreement before the start of the first resettlement process after Initial Go-Live: a fee of one Working Day (standard rate for an internal resource) per settlement period that needs to be assessed and a fee of one Working Day per settlement period for the costs specified in section 1.1.6. paragraph 6; and
2. These costs, as calculated according to Section 1.1.6, will be included in the Accession Form, as specified in Exhibit 11, as historical costs.
3. During the settlement period following the signature of the Accession Form by the acceding Party, the share of total SIDC Joint NEMOs and TSOs Common Costs of the acceding Party will be increased by the amount of historical costs included in paragraph 1 above, while the share of total SIDC Joint NEMOs and TSOs Common Costs of other Parties will be reduced by a share of the amount of historical costs included in paragraph 1 of the acceding Party calculated by the BMTF proportionally to
  - a) the share they pre-financed by application of the sharing rules set forth in Section 5.1 and, if the accession occurs after end of month of the Initial

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Adapted Exhibit 12: Cost sharing, monitoring and settlement  
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Go-Live, Section 1 for the costs related to letter a) and b) of paragraph 1 of this Section 8; and

- b) the share they pre-financed by application of the sharing rules set forth in Section 6 for the costs related to letter c) of paragraph 1 of this Section 8 if such Party was also an Accession Party.

**Annex 1 – Reference input data for calculation of CACM cost sharing.**

1. With regards to formula for calculation of contribution share of Member State and third countries to SIDC Joint NEMOs and TSOs Common Costs **for establishing and amending the SIDC** according to Section 1.1.6 following data shall be used for Year Y

- a. For the number of Member States and third countries participating in the single intra-day coupling – the **amount** covering following EU Member States plus Norway plus any third country, where at least one NEMO or TSO is party to the Agreement:

*Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, UK (including Northern Ireland which is considered separately when calculating cost sharing) and Norway.*

- b. For the final consumption ("Cx"), values of Final consumption [FC] of Y-2<sup>2</sup> included in the Eurostat report Supply, transformation and consumption of electricity (online data code: nrg\_cb\_e ) of each Member State or third country shall be used.

- c. For traded volume (TVx) in each Member State or third country calculated as the sum across all products effectively traded in Y-1<sup>3</sup> and for each trading period in each NEMO active in the Member State or third country (either designated or passporting):

$(\text{Purchase Traded Volume [MWh]} + \text{Sale Traded Volume [MWh]}) / 2)$

2. With regards to formula for calculation of contribution share of Member State and third countries to Joint NEMOs and TSOs Common Costs **for operating the SIDC** according to Section 1.1.6 following data be used for Year Y:

- a. For the number of Member States and third countries participating in day to day operation of the single intra-day coupling – the **amount** covering

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<sup>2</sup> E.g. values of 2022 shall be used for sharing key used in 2024

<sup>3</sup> E.g. values of 2023 shall be used for sharing key used in 2024

following EU Member States plus Norway plus any third country, where at least one NEMO or TSO is party to the Agreement:

*Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, UK (including Northern Ireland which is considered separately when calculating cost sharing) and Norway.*

b. For the final consumption ("Cx"), values of Final consumption [FC] of Y-2<sup>4</sup> included in the Eurostat report Supply, transformation and consumption of electricity (online data code: nrg\_cb\_e ) of each Member State or third country participating in day to day operation of the single intra-day coupling shall be used.

c. For traded volume (TVx) in each Member State or third country of calculated as the sum across all products effectively traded in day to day operation of the single intra-day coupling in Y-1<sup>5</sup> and for each trading period in each NEMO active in the Member State or third country (either designated or passporting):

(Purchase Traded Volume [MWh] + Sale Traded Volume [MWh]) / 2)

3. The BMTF shall use directly the consumption values and Traded volumes within the cost sharing formula provided in paragraph 2 of Section 1.1.6 in order to calculate precise percentage share of each Member State or third country and ultimately the precise percentage share of each Party. These percentage shares shall not be rounded in order to ensure that the maximum deviation per Party is limited to 0.5 cents once the percentage share is multiplied by the total amount of costs.

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<sup>4</sup> E.g. values of 2022 shall be used for sharing key used in 2024

<sup>5</sup> E.g. values of 2023 shall be used for sharing key used in 2024

**Annex 2 – Budget template + budget for 2024**

Figure 1 – 2024 SIDC budget for 2024

