**ELECTRICITY BALANCE AGREEMENT no. [….]**

….. 2022 Tallinn

# Elering AS (the System Operator), registry code 11022625, address Kadaka tee 42, 12915 Tallinn, represented in accordance with the law and the statutes by Chairman of the Board Taavi Veskimägi

and

**…..** (the **Balance Responsible Party**), registry code ….., address ….., represented in accordance with the law and the statutes by …..,

Each is individually referred to as a **Party** and both together as **Parties**.

# Object of the Agreement

## By signing the agreement the Parties agree that under the agreement the System Operator sells Balancing Electricity to or buys Balancing Electricity from the Balance Provider as open supply in the amounts needed in order to maintain balance in each trading period;

## This Agreement is not an agreement for the systematic pre-planned sale or purchase of electricity.

##

## **The rights and obligations of the Parties**

## The precise terms and conditions of the provision of the service described in point 1.1 and the rights and obligations of the System Operator and the Balance Responsible Party are set out in the Annexes listed in section 4, which are an integral part of this Agreement, and the Elering AS Standard Terms and Conditions of the Electricity Balance Agreement (the Standard Terms and Conditions), which apply to this Agreement and can be found on the website of the System Operator [www.elering.ee](http://www.elering.ee/).

## The Agreement will be subject to the Standard Terms and Conditions applicable at the time of the event or action.

# Validity of the Agreement

## The Agreement as signed consists of four (4) pages in two (2) copies, each with equal force, one of which shall remain with the System Operator and the other with the Balance Responsible Party.

## The Agreement is considered to be entered into force as of the moment it has been signed by both Parties. The Agreement comes into force at the time and in the circumstances set out in the Standard Terms and Conditions. The Agreement is signed without limit of duration.

## The Balance Responsible Party is obligated to submit to the System Operator not later than by the day the Agreement comes into force a permanent guarantee by a bank accepted by the System Operator in the sum of 31,955 EUR, which must remain valid during the entirety of the Agreement and not less than four months after the Agreement has been terminated. As an alternative, the Balance Responsible Party may submit a deposit to the System Operator in the aforementioned sum and conditions. If the permanent guarantee lasts for less than four months into the future, the System Operator has the right to terminate the Agreement unilaterally.

## By signing the Agreement, the Balance Responsible Party confirms that it has had sufficient opportunity to review the Agreement, including the Annexes, and has reviewed and understood them.

# Annexes to the Agreement

4.1. At the signing of the contract, the following annexes are an integral part of the Agreement:

Annex 1: The Balance Responsible Party's Balance Area

Annex 2: Data exchange forms

# The contact details and contact people of the Parties

## Within no more than three (3) working days of the signing of the contract, each Party shall notify the other Party in writing of their contact details and contact person with phone and fax numbers and email address to be used to resolve issues arising from the contract and for required communications.

## Each Party must immediately inform the other party of any changes to the contact details or contact person noted in point 5.1 of this Agreement.

# Signatures of the Parties:

**System Operator Balance Responsible Party**

|  |  |
| --- | --- |
| /signed digitally/  | / signed digitally/ |
| Taavi Veskimägi  | ….. |

# Annex 1 The Balance Responsible Party's Balance Area

1. The Balance Area of the Balance Responsible Party is designated by the border metering points in the balance settlement of market participants located in the Balance Responsible Party’s Balance Area.
2. Total fixed supplies for the Balance Responsible Party’s balance area are calculated for each imbalance settlement period as the net sum of fixed supplies of electricity entering or leaving the balance area, with electricity leaving the balance area denoted with a "+" sign and electricity entering the balance area denoted with a "-" sign.
3. Electricity produced in the Balance Responsible Party’s balance area is denoted with a "+" sign (in the distribution network operators measurement data as “Pin”) and electricity consumed in the Balance Responsible Party’s balance area is denoted with a "-" sign (in the distribution network operators measurement data as “Pout”).
4. The precondition for implementing changes in the Balance Responsible Party’s balance area’s open supply chain is that the Balance Responsible Party has submitted the application according to legislation and the Standard Terms and Conditions.
5. The data of the Balance Area is managed in the Data Warehouse.

# Signatures of the Parties:

**System Operator Balance Responsible Party**

|  |  |
| --- | --- |
| /signed digitally/  | / signed digitally/ |
| Taavi Veskimägi  | ….. |

# Annex 2 Data exchange forms

1. Data exchange
	1. Data exchange uses the market participants’ EIC codes.
		1. The System Operator’s EIC code is: 10X1001A1001A39W.
		2. The Balance Responsible Party’s EIC code is: …...
	2. The System Operator uses forms based on the ENTSO XML messaging standard for data exchange with Balance Responsible Partys for balance planning, regulation offers and measurement data.
2. The Balance Responsible Party must submit balance plans to the System Operator as follows:
	1. Sample balance plans and description of the format can be found on the Elering website: <https://elering.ee/en/balance-management#tab3>
	2. Balance plans are submitted electronically by email to bms@estbms.eu.
3. The System Operator submits the balance report to the Balance Responsible Party as follows:
	1. The balance report presented by the System Operator to the Balance Responsible Party uses the following form:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Period | Fixed Deliveries | Measured Deliveries | Balancing Deliveries | Amount of Imbalance Energy | Imbalance Energy | Imbalance Price | Balance Service Administrative cost component | Imbalance Energy | Balance Service Administrative cost component |
| Sale | Purchase | Sale | Purchase |
|   | (MWh) | (EUR/MWh) | (EUR) |
| Total: |   |   |   |   |   |   |    |  |  |  |

# Signatures of the Parties:

**System Operator Balance Responsible Party**

|  |  |
| --- | --- |
| /signed digitally/  | / signed digitally/ |
| Taavi Veskimägi  | ….. |