

Agreement
on Implementation of a Virtual Interconnection Point between the
Entry-Exit-Systems of Belgium and Trading Hub Europe
(„VIP Agreement“)

between
on the Belgian Side
Fluxys Belgium S. A.

and
on the German side
Thyssengas GmbH

and
Fluxys TENP GmbH

and
GASCADE Gastransport GmbH

and
Open Grid Europe GmbH

This Agreement is made by and between:

Fluxys Belgium S. A. a company incorporated in and under the laws of Belgium, having its registered office at Avenue des Arts 31, 1040 Brussels, Belgium, registered at the Register for Legal Entities (RPR/RPM) under number 0402.954.628, duly represented by Pascal De Buck, Managing Director, Chief Executive Officer, hereinafter referred to as “Fluxys”,

Thyssengas GmbH, a company incorporated in and under the laws of Germany having its registered office at Emil-Moog-Platz 13, 44137 Dortmund, Germany, hereinafter referred to as “TG”,

Fluxys TENP GmbH, a company incorporated in and under the laws of Germany having its registered office at Elisabethstraße 11, 40217 Düsseldorf, Germany, hereinafter referred to as “FT”,

GASCADE Gastransport GmbH, a company incorporated in and under the laws of Germany having its registered office at Kölnische Straße 108-112, 34119 Kassel, Germany, hereinafter referred to as “GASCADE” and

Open Grid Europe GmbH, a company incorporated in and under the laws of Germany having its registered office at Kallenbergstraße 5, 45141 Essen, Germany, hereinafter referred to as “OGE”

Hereinafter referred to individually also as “Party” or collectively as “Parties”.

Preamble

[...]

According to the Commission regulation (EU) 2017/459 of 16 March 2017 establishing a network code on capacity allocation mechanisms in gas transmission systems (NC CAM) and repealing Regulation (EU) No 984/2013 adjacent transmission system operators shall offer available capacities at the interconnection points at one Virtual Interconnection Point (“VIP”). Therefore, Fluxys, FT, TG and OGE [...] set up the VIP Belgium-NCG as of 1 July 2019, 6:00 a.m. As GASCADE is the only German TSO having an interconnection point between the former GASPOOL market area and Belgium, no virtual interconnection point was needed and implemented.

According to Article 21 para. 1 of German regulation Gasnetzzugangsverordnung (GasNZV) German TSOs are requested to merge the two entry-exit systems NetConnect Germany and GASPOOL. This merger resulted in the single German market area Trading Hub Europe (THE).

Following the NC CAM regulation, the separate available capacities will be virtually combined on the German side as from[...].

Article 1 - Definitions

“Active System Operator”

As defined in the EASEE-gas CBP 2014/001-01 as amended from time to time.

“Business Days”

Shall mean Monday to Friday, except 1st January, Good Friday, Easter Monday, 1st May, Ascension of Christ, Whit Monday/Pentecoste, Corpus Christi, 21st July, 3rd October, 30th October, 1st November, 11th November, 24th to 26th December, 31st December

“Eynatten 1”

Shall mean the network point Eynatten 1 (Fluxys) on the Belgian side of the Interconnection Point and Eynatten (GASCADE) on the German side of the Interconnection Point.

“Eynatten/Lichtenbusch”

Shall mean the combination of the network point Eynatten 2 (Fluxys) on the Belgian side of the Interconnection Point and the network points Eynatten-Raeren (OGE), Eynatten (FT) and Lichtenbusch (TG) on the German side of the Interconnection Point.

“Exceptional Events”

As defined in Article 2 lit a) INT NC.

“Existing Capacity Contracts”

Shall mean capacity contracts concluded at network points Eynatten-Raeren (OGE), Eynatten (FT) or Lichtenbusch (TG) respectively until 1 July 2019, 6:00 a.m. with the exception of day-ahead and within-day capacity contracts for gas day 1 July 2019 and capacity contracts concluded at network point Eynatten 1 (GASCADE) respectively until [...].

“INT NC”

Shall mean the Commission Regulation (EU) 2015/703 of 30 April 2015 establishing a network code on interoperability and data exchange rules.

“Initiating System Operator”

As defined in the EASEE-gas CBP 2014/001-01 as amended from time to time

“Interconnection Point(s)”

Shall mean Eynatten 1 and/or Eynatten/Lichtenbusch.

“Matching System Operator”

As defined in the EASEE-gas CBP 2014/001-01 as amended from time to time

“Metering Responsible TSO”

Shall mean the Party in control of the measurement equipment at the respective Interconnection Point;

“New Capacity Contracts”

Shall mean capacity contracts concluded at VIP THE-ZTP for transport periods starting [...]. or later and capacity contracts concluded at the VIP Belgium-NCG being transferred to the VIP THE-ZTP.

“Operational Balancing Account (OBA)”

Shall mean an account between adjacent transmission system operators, to be used to manage steering differences at the Interconnection Point/VIP THE-ZTP in order to simplify Gas accounting for Shippers at the Interconnection Point/VIP THE-ZTP.

“Passive System Operator”

As defined in the EASEE-gas CBP 2014/001-01 as amended from time to time.

“TSO”

Shall mean a Transmission System Operator as defined in Article 2(4) of Directive 2009/73/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in natural gas.

“Shipper”

Shall mean a network user according to Art. 2 (1) (11), Regulation 715/2009 of 13 July 2009 on conditions for access to the natural gas transmission networks.

“Single-Sided Nomination”

As defined in the EASEE-gas CBP 2014/001-01 as amended from time to time.

“VIP Belgium-NCG”

Shall mean the former German Virtual Interconnection Point integrating the network points Eynatten-Raeren (OGE), Eynatten (FT) and Lichtenbusch (TG) on the German side of the border.

“Virtual Interconnection Point”

Shall mean two or more interconnection points which connect the same two adjacent entry-exit systems, integrated together for the purposes of providing a single capacity service.

“VIP Operator”

Shall mean the Party responsible for the marketing of available capacities, the matching procedure, allocation and all related communication with the Shippers active at VIP THE-ZTP, in particular the communication process in case of Exceptional Events.

“VIP THE-ZTP”

shall mean the Virtual Interconnection Point connecting the adjacent entry-exit systems of Belgium (ZTP) and Germany (THE).

Article 2 – General

- 2.1 As of. [...], the Parties shall set up the VIP THE-ZTP which contains the Interconnection Points Eynatten-Raeren (OGE), Eynatten (FT), Lichtenbusch (TG) and Eynatten 1 (GASCADE) on the German side and Eynatten 1 and Eynatten 2 on the Belgian side in accordance with this VIP Agreement.
- 2.2 As of that date, New Capacity Contracts shall be exclusively concluded and executed at the VIP THE-ZTP.
 - a. On German side, Existing Capacity Contracts at Eynatten-Raeren (OGE), Eynatten (FT) or Lichtenbusch (TG) and Eynatten 1 (GASCADE) shall remain in place at the respective Interconnection Points for the term of the capacity contract. All capacity contracts concluded at VIP Belgium-NCG shall remain in place and be transferred to the VIP THE-ZTP as [...].
 - b. On Belgian side all contracts shall refer to the VIP THE-ZTP.
- 2.3 The marketing of capacities at the VIP THE-ZTP shall start with the capacity contracts to be concluded for the VIP THE-ZTP in the [...] auction on the [...] for the gas day [...]
- 2.4 The EIC-CODE of the VIP THE-ZTP shall be 21Z102938475601E.
- 2.5 OGE shall operate as VIP Operator on the German side.
- 2.6 Fluxys shall operate as VIP Operator on the Belgian side.

Article 3 – Nomination and Matching Process

- 3.1 The Nomination and Matching procedure shall be performed on basis of the related Business Requirement Specification of the Nomination and Matching Procedures (NOM BRS) and the Common Business Practice (CBP) 2014-001/01 “Harmonization of the Nomination and Matching Process for Double-Sided and Single-Sided Nomination” as amended from time to time.

- 3.2 In the Single-Sided Nomination procedure, Fluxys shall operate as Passive System Operator. OGE shall operate as Active System Operator. In case a shipper requests Single-sided Nomination for Existing Capacity Contracts, the Parties shall cooperate to find a solution for this request.
- 3.3 In the Matching procedure OGE shall operate as Initiating System Operator, Fluxys shall operate as Matching System Operator.
- 3.4 Single-sided Nomination rules shall only apply for the VIP THE-ZTP.
- 3.5 Nominated VIP THE-ZTP OBA corrections and swaps for an Interconnection Point shall be included in the VIP THE-ZTP matching process.
- 3.6 To perform the matching with Fluxys, OGE shall aggregate all Nominations on the German side from the VIP THE-ZTP and the Interconnection Points Eynatten-Raeren (OGE), Eynatten (FT), Lichtenbusch (TG) and Eynatten 1 (GASCADE) on shipper code pair level.
- 3.7 In case of a mismatch of an aggregated shipper code pair containing nominations of New Capacity Contracts and Existing Capacity Contracts, Fluxys and OGE shall divide the matched result proportionally to the original nomination of the Existing Capacity Contracts and New Capacity Contracts.

[...]

Article 6 – Allocation of Gas Quantities and Operational Balancing Account

- 6.1 The Parties shall work together to ensure consistency between the allocated quantities at both sides of the VIP THE-ZTP.
- 6.2 The allocation for a particular pair of Shipper codes shall be equal to the last confirmed quantities for that particular pair of Shipper codes.
- 6.3 The difference between the measured quantity and the total allocations are allocated to the Operational Balancing Account (OBA). The OBA shall not be used for commercial purposes.
- 6.4 The Parties define the limit of the OBA at \pm [...] kWh (hereinafter the “Original Limits”).
- 6.5 Fluxys and OGE shall continuously calculate the OBA-level at VIP THE-ZTP.
- 6.6 Where the Original Limits of the OBA are reached, Fluxys and OGE may agree to extend the Original Limits in order to provide allocations to Shippers that are equal to their confirmed quantities or otherwise allocate quantities to Shippers proportionally based on the measured quantity.
- 6.7 The Parties will use reasonable endeavours to keep the allocation method “allocated as nominated” active and bring fallback pro-rata-allocation back to “allocated as nominated” as far as the network integrity of the gas transportation grids of the Parties is not in danger anymore.
- 6.8 The extension of the limits as described in Art. 6.6. shall be deemed to be agreed upon if and as long as neither Fluxys nor OGE requests to bring the OBA back into its Original Limits. Fluxys and OGE shall monitor the content of the OBA. Each, Fluxys and OGE shall have the right at any time to request the other Party to bring back the OBA into its Original Limits. Upon request of Fluxys or OGE, Fluxys and OGE shall agree on how and when the OBA shall be brought back into its Original Limits, without affecting the confirmed quantities of the Shippers.
- 6.9 In the event that
 - (i) the Original Limits of the OBA are reached and Fluxys and OGE do not agree to extend the Original Limits, or

(ii) Fluxys or OGE has requested to bring back the OBA into its Original Limits and the other Party failed to do so,

Fluxys and OGE shall investigate further possible measures depending on the specific situation (e.g. Swaps to recover achievable flows, market measures to reduce capacities at VIP THE-ZTP) to allow allocations to Shippers that are equal to their confirmed quantities. If Fluxys and OGE do not agree on short notice about measures to solve the situation, the Parties shall allocate quantities to the Shippers proportionally based on the measured quantity after having informed the Shippers of the change of the allocation method. For the sake of clarification, it is mentioned that confirmed quantities in the opposite direction of the physical flow shall remain unchanged when proportional allocation is used.

6.10 The physical flow of an hour shall be determined by the sum of the metered quantities of all Interconnection Points.

6.11 If for an hour the sum of the confirmed quantities is unequal to zero and the physical flow is equal to zero then the direction of the physical flow indicated by the sum of the confirmed quantities shall be deemed to be the direction of the physical flow. The allocation of a confirmed quantity in the direction opposite to the physical flow shall be performed by using this confirmed quantity.

6.12 The allocation of a quantity in the direction of the physical flow shall be calculated according to the following formula:

$$\text{Allocation} = A/B * (C+D)$$

A: confirmed quantity

B: absolute sum of the confirmed quantities in the direction of the physical flow

C: absolute physical flow

D: absolute sum of the confirmed quantities in the direction opposite to the physical flow

6.13 Fluxys shall submit to OGE not later than the 8th Business Day of the following month a report on the quantities allocated to the respective shipper pairs for the previous month according to the aforementioned rules. The report sent by Fluxys shall also contain the measured quantity and the value of the OBA for each day of

the previous month on an hourly basis, and, as the case may be, the value of the OBA corrections. In case of differences between the allocations of Fluxys and OGE, the relevant Party shall contact the other Party in order to agree on final allocation figures.

6.14 The Parties agree that the quantities allocated to the Shippers during a month shall be final and ultimate after a period of two months minus ten Business Days following this month.

6.15 The Parties shall cooperate to find a solution for corrections of metering deviations.

6.16 Additionally, the German TSOs shall determine an OBA status for the Interconnection Points. For Fluxys only the VIP-OBA applies.

[...]