

Agreement
on Implementation of a
Virtual Interconnection Point between the
Entry-Exit-Systems for H gas of
GTS and NetConnect Germany
(„VIP Agreement“)

between

on the Dutch side

Gasunie Transport Services B.V.

Concourslaan 17

9700 AD Groningen

-hereinafter referred to as "GTS"-

and

on the German side

Fluxys TENP GmbH

Elisabethstraße 11

40217 Düsseldorf

-hereinafter referred to as "FT"-

and

Thyssengas GmbH

Emil-Moog-Platz 13

44137 Dortmund

-hereinafter referred to as "TG"-

and

Open Grid Europe GmbH

Kallenbergstraße 5

45141 Essen

-hereinafter referred to as "OGE"-

-hereinafter referred to individually as "Party"

or collectively as "Parties"-

[...]

Article 1 - Definitions

Active System Operator: according to EASEE-gas CBP 2014-001/01 Harmonisation of the Nomination and Matching Process for Double-Sided and Single-Sided Nomination;

[...]

Business Day: Shall mean Monday to Friday, except 1st January, Good Friday, Easter Monday, 27th April King's Day, 1st May, 5th May Liberation Day, Ascension of Christ, Whit Monday, Corpus Christi, 3rd October, 1st November, 24th to 26th December, 31st December.

[...]

Exceptional Event: according to Article 2 lit. a) INT NC;

Existing Capacity Contracts: Shall mean capacity contracts concluded before the Start Date related to respective Interconnection Points, with an exception of contracts concluded in the monthly auction of March 2020 regarding April 2020 and the day-ahead and within-day auction on 31 March 2020 for the gas day 1 April 2020 onwards.

[...]

Initiating System Operator: according to EASEE-gas CBP 2014-001/01;

Interconnection Point(s): Shall mean one or all of the interconnection points

- Oude Statenzijl (TSOs: GTS and OGE),
- Bocholtz (TSOs: GTS, OGE and FT) and
- Bocholtz-Vetschau (TSOs: GTS and TG).

INT NC: Commission Regulation (EU) 2015/703 of 30 April 2015 establishing a network code on interoperability and data exchange rules;

Matching System Operator: according to EASEE-gas CBP 2014-001/01;

New Capacity Contracts: Shall mean capacity contracts concluded for periods starting from the Start Date and later at the VIP-TTF-NCG-H, including contracts concluded in the monthly auction of March 2020 regarding April 2020,

as well as the day-ahead or within-day auction on 31 March 2020 for the gas day 1 April 2020 onwards, related to the VIP-TTF-NCG-H.

OBA: operational balancing account according to Article 2 lit. g) INT NC;

Passive System Operator: according to EASEE-gas CBP 2014-001/01;

Single-sided Nomination: according to EASEE-gas CBP 2014-001/01;

[...]

Start Date: 1 April 2020, 6:00 a.m.;

TSO: transmission system operator according to 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 and repealing Directive 2003/55/EC, Article 2, (4);

VIP: virtual interconnection point according to Article 3 no. 23 CAM NC;

VIP-TTF-NCG-H: Shall mean the VIP connecting the adjacent entry-exit systems of GTS and the market area NetConnect Germany for H gas.

VIP OBA: OBA for the VIP-TTF-NCG-H

[...]

Article 2 – General

As of the Start Date, the Parties shall set up the VIP-TTF-NCG-H which contains the Interconnection Points in accordance with this VIP Agreement. The EIC Code VIP-TTF-NCG-H shall be 21Z000000000502V.

Article 3 – Nomination and Matching Process

3.1 The nomination and matching process for the VIP-TTF-NCG-H and any remaining related Interconnection Point shall be carried out in accordance with EASEE-gas CBP 2014-001/01 where:

- a OGE shall act as Matching System Operator,
- b GTS shall act as Initiating System Operator,
- c OGE shall act as Active System Operator and
- d GTS shall act as Passive System Operator.

- 3.2 Deviating from Article 3.1, the Single-sided Nomination process shall only apply for New Capacity Contracts.
- 3.3 Swaps and nominated OBA corrections for an Interconnection Point shall be included in the VIP matching process.
- 3.4 FT, TG and OGE shall receive each the nominations for their Existing Capacity Contracts. OGE shall receive nominations for all New Capacity Contracts at the German side of the VIP. FT and TG shall send the received nominations to OGE. GTS and OGE shall aggregate same shipper code pair nominations for all New Capacity Contracts and Existing Capacity Contracts to perform the matching process between GTS and OGE.
- 3.5 OGE shall send the results of the matching process for the Existing Capacity Contracts of FT and TG to the respective TSO (FT or TG).
- 3.6 In case of a mismatch of an aggregated shipper code pair containing nominations of New Capacity Contracts and Existing Capacity Contracts GTS and OGE divide the matched result proportional to the original nomination of the Existing Capacity Contracts and New Capacity Contracts.

[...]

Article 6 – Operational Balancing Account

- 6.1 GTS and OGE will continuously calculate the VIP OBA. For the after-the-month-process, GTS will calculate the accountable VIP OBA and provide these figures to OGE for final comparison, in order to have consistent accountable VIP OBA figures.
- 6.2 The VIP OBA limit shall be the sum of the OBA limits of the Interconnection Points. If the absolute value of the VIP OBA reaches the VIP OBA limit, GTS and OGE may agree to extend the VIP OBA limit in order to furthermore allocate any steering differences to the VIP OBA and thus to provide allocations to shippers that are equal to their confirmed quantities. The extension of the VIP OBA limit shall be deemed to be agreed upon if and as far as neither GTS nor OGE requests to bring back the VIP OBA within the VIP OBA limit.
- 6.3 In case GTS or OGE explicitly requests to bring back the VIP OBA within the VIP OBA limit, GTS and OGE will discuss and agree on a schedule.

- 6.4 If the VIP OBA limit is exceeded and suffers further increase pro rata allocation can be applied after the other Parties have been informed. If pro rata allocation is executed the concerned Parties will without undue delay inform their shippers about the changed allocation. For the avoidance of doubt, if pro rata allocation is executed it shall be valid for all shipper code pairs at the VIP and the underlying Interconnection Points.

Article 7 – Allocation

- 7.1 Shippers shall receive allocations according to their confirmed quantities.
- 7.2 Deviating from Article 7.1, in case pro rata allocation is required by GTS or OGE the following fallback allocation method as described in Article 7.3 shall apply. The Parties shall agree on necessary measures to return to normal operations and allocation according to Article 7.1 without undue delay.
- 7.3 The physical flow of an hour is determined by the sum of the metered quantities of all Interconnection Points.

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.

The allocation of a quantity in the direction of the physical flow shall be calculated by the 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

- 7.4 GTS and OGE shall monthly coordinate the determination of the hourly allocated quantities per pair of shippers. Such coordination shall take place between the 1st and the 6th Business Day after the end of the month. If any differences are

detected GTS and OGE shall contact each other in order to achieve consistent hourly allocated quantities per pair of shippers.

7.5 Allocations of the previous month will be final and will not be corrected after the last Business Day of the current month.

7.6 OGE shall determine the hourly allocated quantities for the Existing Capacity Contracts of FT and TG based on the coordinated determination as described in Art. 7.4.

Article 8 – Constraints and Exceptional Event

Constraints shall be managed according to EASEE-gas CBP 2005-003/02 (Constraints). Exceptional Events shall be managed according to INT NC.

[...]