



GRTgaz Deutschland GmbH • Zimmerstraße 56 • 10117 Berlin

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GRTgaz Deutschland
Zimmerstraße 56
10117 Berlin

To the network users of GRTgaz Deutschland GmbH

IA-consultation@grtgaz-deutschland.de

www.grtgaz-deutschland.de

Consultation: Comment on the Amendment 2 of the Interconnection Agreement Medelsheim in connection with the implementation of a Virtual Interconnection Point (VIP) at Medelsheim between GRTgaz, GRTgaz Deutschland GmbH and Open Grid Europe GmbH

Dear Sir or Madam,

2018-12-21

According to Article 4 (2) of the Commission regulation (EU) 2015/703 of 30 April 2015 establishing a network code on interoperability and data exchange rules (NC INT) GRTgaz invites their network users to comment on the 2nd amendment of the Interconnection Agreement Medelsheim.

(Citation NC INT Art. 4 (2) for information: "Before concluding or amending an interconnection agreement which contains rules referred to in Article 3(c), (d) and (e), transmission system operators shall invite network users to comment on the proposed text of those rules at least two months before the agreement is concluded or amended. The transmission system operators shall take the network users' comments into account when concluding or amending their interconnection agreement.")

The 2nd Amendment of the Interconnection Agreement Medelsheim specifies the implementation of a virtual interconnection point according to Article 19 (9) of the "COMMISSION REGULATION (EU) 2017/459 of 16 March 2017 establishing a Network Code on capacity allocation mechanisms in gas transmission systems (NC CAM)" where adjacent transmission system operators shall offer their available capacities at the interconnection points at one virtual interconnection point.

(Quote from NC CAM Art. 19 (9) first sentence for your information : "where two or more interconnection points connect the same two adjacent entry-exit systems, the adjacent transmission system operators concerned shall offer the available capacities at the interconnection points at one virtual connection point.")

The implementation of the Virtual Interconnection Point VIP France – Germany at Medelsheim affects the rules for the matching process, the allocation of gas quantities and the communication procedure in case of exceptional events.



You are welcome to comment on the attached provisions concerning the matching process, the allocation of gas quantities and the communication procedure in case of exceptional events and to send your comments via IA-consultation@grtgaz-deutschland.de by February 21st 2019.

Yours sincerely,

GRTgaz Deutschland GmbH

Attachment: Designated 2nd Amendment of the Interconnection Agreement Medelsheim
(8 pages)

Amendment No. 2
to the
Interconnection Agreement Medelsheim
dated 22nd November 2007
and the Amendment No. 1 dated 8th December 2015
hereinafter referred to as „**Amendment No. 2**“

GRTgaz
6, rue Raoul Nordling
92270 Bois-Colombes
France

-hereinafter referred to as „**GRTgaz**“-

and

GRTgaz Deutschland GmbH
Zimmerstraße 56
10117 Berlin
Germany

-hereinafter referred to as „**GRTgaz D**“

and

Open Grid Europe GmbH
Kallenbergstraße 5
45141 Essen
Germany

-hereinafter referred to as „**OGE**“-

hereinafter referred to individually as “**Party**”
or collectively as “**Parties**”

Preamble

The OGE/GRTgaz D transportation system and the GRTgaz transportation system are connected at Medelsheim.

GRTgaz, GRTgaz D and OGE concluded the Interconnection Agreement Medelsheim ("**IA Medelsheim**") dated 22nd November 2007 and the Amendment No. 1 dated 8th December 2015.

According to the Commission regulation (EU) 2017/459 establishing a network code on capacity allocation mechanisms in gas transmission systems and repealing Regulation (EU) No 984/2013 ("**NC CAM**") adjacent transmission system operators shall offer their available capacity at the interconnection points at one virtual interconnection point named VIP France - Germany.

This Amendment No. 2 shall define the rules for the processes which are affected by the implementation of the VIP France - Germany. It shall also determine the responsibilities for these processes at the VIP France - Germany.

Article 1

Definitions

Virtual Interconnection Point shall have the meaning as defined in Art. 3 NC CAM as amended from time to time, namely 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 France - Germany means the Virtual Interconnection Point Medelsheim at the border France-Germany

New capacity contracts shall mean capacity contracts at VIP France - Germany concluded for periods starting March 1st 2019, 06:00 and later, but at the earliest concluded in the day-ahead or within-day auction on February 28th 2019

Existing capacity contracts shall mean capacity contracts concluded at IP Medelsheim until March 1st 2019, 06:00 with the exception of day-ahead and within-day contracts for gas da March 1st 2019

Article 2

Roles at VIP France - Germany

GRTgaz D shall be the operator of VIP France - Germany and as such responsible for the marketing of available capacities and the matching process and all related communication with the network users active at VIP France – Germany on the German side, in particular the communication process in case of exceptional events as described in Art. 8 of Amendment No 1 of the IA.

GRTgaz shall be the operator of VIP France - Germany on the French side.

OGE shall be the Steering TSO and Gas Flow Planning TSO on the German Side.

GRTgaz shall be the Steering TSO and Gas Flow Planning TSO on the French Side.

Article 3

Nomination and Matching

The Appendix 1 of the Amendment No.1 dated 8th December 2015 of IA shall be deleted and replaced by the new Appendix 1 herein.

Article 4

Allocation of Gas Quantities and Operational Balancing Account (OBA)

The rules for the Allocation of Gas Quantities and OBA (Article 4 of the IA Medelsheim dated 22nd November 2007 as last amended by Article 2.3 of the Amendment No.1 dated 8th December 2015) shall apply for the VIP France – Germany, except for the article 4.7 which shall be deleted and replaced by the following provision :

4.7 GRTgaz D shall submit to GRTgaz by the 5th working day of each month a report on the natural gas quantities allocated to the pairs of Shipper codes at VIP for the previous month according to the aforementioned rules.

OGE as steering TSO and as such being responsible for the calculation of the OBA shall send a report containing the allocated quantities, the measured quantity at the metering station Medelsheim and the value of the OBA for each day of the previous month, and as the case may be, the value of the correction quantities. Before the transmission of this report to GRTgaz, GRTgaz D and OGE shall have validated between them all these values.

If GRTgaz notices a difference between the quantities allocated to their pairs of Shipper codes by GRTgaz D and the quantities allocated to the corresponding pairs of Shipper codes on the GRTgaz side, GRTgaz will contact GRTgaz D to agree on the allocated quantity to be retained. If necessary, GRTgaz D will solve the problem with OGE. The Parties shall use their best efforts to reach an agreement before the end of the month. Once this agreement is reached, GRTgaz D shall send an updated report on the allocated quantities to GRTgaz and OGE, OGE shall send an updated OBA report and the allocated quantities and the status of the OBA for the corresponding month shall be considered as validated.

Article 5

Miscellaneous

The Amendment No. 2 shall enter into force as from 1 March 2019. It constitutes an integral part of the IA. All provisions of the IA shall also govern the relationship of the Parties concerning this Amendment No. 2 as far as not otherwise stated here.

Appendix 1

Nomination and Matching procedure between OGE, GRTgaz and GRTgaz D

This appendix describes the Nomination and Matching procedure between the OGE / GRTgaz D Transportation System and the GRTgaz Transportation System.

1. Roles and Rules of the Nomination and Matching procedure

- 1.1 The Parties perform “Double Sided Nomination” for IP Medelsheim and VIP France - Germany, and “Single Sided Nomination” for VIP France - Germany.
- 1.2 The Nomination and Matching procedure shall be performed on basis of the related Business Requirement Specification of the Nomination and Matching Procedures (NOM BRS), the Common Business Practice (CBP) 2014-001/01 “Harmonization of the Nomination and Matching Process for Double-Sided and Single-Sided Nomination” and the supplements of this Appendix.
- 1.3 GRTgaz D is responsible for the matching process on the German side, performing an aggregated matching VIP France - Germany for new capacity contracts at VIP France - Germany as well as for existing capacity contracts of GRTgaz D and OGE at IP Medelsheim.
- 1.4 In the Single-Sided Nomination procedure, GRTgaz D shall operate as “passive system operator”. GRTgaz shall act as “active system operator”. The Single-Sided Nominations received by GRTgaz will be forwarded immediately by messages containing only figures for pairs of Shipper codes nominated by a Single Sided Nomination (“Forward Nomination Notice”) exclusively for VIP France - Germany. For each pair of Shipper codes, the Forward Nomination Notice will contain figures for 24 (23/25) hours including the initial time of receipt of the Single Sided Nomination at GRTgaz.
- 1.5 In the Matching procedure, GRTgaz shall operate as “initiating system operator”, GRTgaz D shall act as “matching system operator”.
- 1.6 The matching procedure starts with the matching requests sent by GRTgaz to GRTgaz D containing the daily Shipper Nominations on basis of each pair of Shipper codes. Furthermore and only for existing capacity contracts, OGE sends to GRTgaz D the hourly Shipper Nominations on basis of each pair of Shipper codes.
- 1.7 During the matching cycles, even if no matching request has been received, GRTgaz D can send a matching confirmation, if necessary (e.g. in case of a renomination of a Shipper on their respective network).
- 1.8 By pair of Shipper codes and for each direction GRTgaz D compare the daily quantities of the last matching request received from GRTgaz to the sum of the hourly quantities for the corresponding Shipper pair and send a matching confirmation to GRTgaz

including the confirmed -daily quantities of their respective pairs of Shipper codes. This applies as well in case of an intraday flow inversion. This comparison includes the OGE and GRTgaz D existing capacity contracts at the IP Medelsheim and the new capacity contracts at VIP France - Germany. Only for existing capacity contracts, GRTgaz D send a confirmation message with the matched values to OGE including the confirmed hourly quantities of their respective pairs of Shipper codes.

1.9 In case the sum of the accepted hourly quantities for a direction and for a pair of Shipper codes of GRTgaz D is different to the daily quantity of the matching request sent by GRTgaz, GRTgaz D as the case may be, will apply the “lesser rule” principle:

- In case the sum of the accepted hourly quantities of GRTgaz D is lower than the daily quantity of the corresponding matching request sent by GRTgaz, the hourly quantities of the matching confirmation sent, as the case may be, by GRTgaz D will be equal to the accepted hourly quantities.

- In case the sum of the accepted hourly quantities of GRTgaz D is greater than the daily quantity of the corresponding matching request sent by GRTgaz, GRTgaz D, as the case may be, will truncate its hourly accepted figures successively beginning from the last hour of the concerned gas day, so that the daily sum of the truncated hourly quantities equals the daily quantity of the corresponding matching request sent by GRTgaz. These hourly quantities become confirmed hourly quantities.

- In case the sum of the accepted hourly quantities of GRTgaz D and the daily quantity of the corresponding matching request sent by GRTgaz do not have the same sign, the hourly quantities of the corresponding matching confirmation will be equal to zero.

1.10 Further details of the Nomination and Matching procedure, such as the use of a “Joint Nomination Declaration Notice” based on CBP will be agreed between the respective dispatching departments on basis of operational commitments by email or telephone.

1.11 Each Party shall be capable to receive and process the agreed Edig@s- Protocol.

[...]

2. Curtailment

The Common Business Practice (CBP) 2005-003/02 "Constraints" as amended from time to time applies.