



GRTgaz Deutschland GmbH • Zimmerstraße 56 • 10117 Berlin

To the network users of GRTgaz Deutschland GmbH

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Consultation: Agreement on Implementation of a Virtual Interconnection Point in Waidhaus (“VIP Agreement”)

2018-12-21

Dear Sir or Madam,

According to Article 19, 9. of the Commission Regulation (EU) 2017/459 of 16 March 2017 (CAM NC) transmission system operators shall offer available capacities of interconnection points connecting the same two adjacent entry-exit systems at one virtual interconnection point to provide one single capacity service as defined in Article 3, 23. CAM NC.

(Citation CAM NC Article 19, 9. sentence 1 for 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 interconnection point.”)

By the contractual agreement between the transmission system operators regarding the virtual interconnection point „VIP Waidhaus-NCG“ also regulations will be agreed for the matching, allocation and communication process.

Taking into account that transmission system operators have to invite network users to comment on these three topics according to Article 4 (2) of Commission Regulation (EU) 2015/703 of 30 April 2015 (INT NC), OGE would like to give its network users the opportunity to provide their comments also to the designated agreement for the “VIP Waidhaus-NCG”.

(Citation INT NC Article 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.”)



If your company uses capacities at the border interconnection point “Waidhaus” or plans to use capacities at “VIP Waidhaus-NCG” in the future, you will be given the opportunity to send us your remarks, objections and proposals on the rules for matching, allocation and communication procedures. Please send your answer to mailbox IA-consultation@grtgaz-deutschland.de by February 24th 2019.

Yours sincerely,

GRTgaz Deutschland GmbH

Attachment: Excerpt for consultation of designated “VIP Agreement” for “VIP Waidhaus-NCG” (3 pages)

Agreement
on Implementation of a
Virtual Interconnection Point (VIP)
in Waidhaus
("VIP Agreement")

between

NET4GAS, s.r.o.
Na Hřebenech II 1718/8
14021 Praha 4 - Nusle
Czech Republic
Identification No.: 272 60 364
registered in the Commercial Register at the Municipal Court in Prague, section C,
enclosure 108316

-hereinafter referred to as "N4G"-

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"

[...]

Article 1 – Definitions

The terms used in this VIP Agreement shall have the meaning as defined by the IA Waidhaus MEGAL (as specified below), unless provided otherwise.

IA Waidhaus MEGAL shall mean the “Interconnection Agreement Waidhaus MEGAL” dated 1 October 2007 as amended.

IA Waidhaus Ruhrgas shall mean the “Interconnection Agreement Waidhaus Ruhrgas” dated 1 October 2007 as amended.

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 Waidhaus-NCG shall mean the Virtual Interconnection Point Waidhaus integrating the Interconnection Point Waidhaus Ruhrgas and the Interconnection Point Waidhaus MEGAL.

New Capacity Contracts shall mean capacity contracts concluded for periods starting 1 March 2019, 6:00 AM and later, including contracts concluded in the day-ahead or within-day auction on 28 February 2019 for the Gas Day 1 March 2019, related to the VIP Waidhaus-NCG.

Old Capacity Contracts shall mean capacity contracts concluded until 1 March 2019, 6:00 AM related to respective IPs, with an exception of contracts concluded in the day-ahead and within-day auction on 28 February 2019 for the Gas Day 1 March 2019.

Article 2 – Business rules

2.1. Nomination and Matching Process

Under this VIP Agreement:

2.1.1. OGE shall act as Active System Operator and N4G shall act as Passive System Operator at the VIP Waidhaus-NCG.

2.1.2. N4G shall act as Initiating Transmission System Operator and OGE shall act as Matching Transmission System Operator at the VIP Waidhaus-NCG.

Excerpt of designated VIP Agreement for VIP Waidhaus-NCG, consultation by GRTgaz Deutschland GmbH, 21 December 2018

- 2.1.3. OGE shall be responsible for the Matching Process at the VIP Waidhaus-NCG for New Capacity Contracts and for Old Capacity Contracts of GRTgaz D and OGE.
- 2.1.4. GRTgaz D and OGE shall receive each their Nominations for their Old Capacity Contracts. GRTgaz D shall send all these Nominations to OGE. OGE shall receive Nominations for all New Capacity Contracts from the German side. OGE shall aggregate same Shipper Code Pairs Nominations from German side assigned to respective IPs or VIP within the VIP Waidhaus-NCG to perform the Matching Process between N4G and OGE. OGE shall send the results of the Matching Process for the Old Capacity Contracts of GRTgaz D to GRTgaz D.
- 2.1.5. More detailed description of the Matching Process including application of Single-sided Nomination process is defined in the IA Waidhaus MEGAL, which shall be used as a basis for performing Matching Process at the VIP Waidhaus-NCG.
- 2.1.6. Single-sided Nomination process shall be performed at the VIP.

2.2. Operational Balancing Account

The OBA of IP Waidhaus MEGAL and the OBA of IP Waidhaus Ruhrgas are merged into one OBA for the VIP Waidhaus-NCG which amounts in total to $\pm 12,500,000$ kWh. The OBA protocol is attached in Annex 1 to the VIP Agreement. This protocol substitutes the OBA protocol from Amendment No. 2 Annex 6, point 2.18 of the Waidhaus-MEGAL IA. The rules of the IA Waidhaus MEGAL stipulated in "Article 3.6 Flow Control/Imbalance handling/Allocation" shall apply for OBA of the VIP Waidhaus-NCG.

Article 3 – Final Provisions

[...]

3.4. Miscellaneous

[...]

- 3.4.10 The communication process in case of an Exceptional Event shall be performed according to the IA Waidhaus MEGAL.

Moreover, in case the result of the Matching Process is or could be affected by an Exceptional Event the Parties shall inform their Shippers about the possible impact on the Matched Quantity at the VIP Waidhaus-NCG / respective IP and expected and actual end of the Exceptional