Agreement
on Implementation of a Virtual Interconnection Point between the Entry-Exit-Systems for L gas of GTS and Trading Hub Europe
(“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
Gastransport Nord GmbH
Cloppenburger Straße 363
26133 Oldenburg
-hereinafter referred to as ”GTG“-
and
Gasunie Deutschland Transport Services GmbH
Pasteurallee 1
30655 Hannover
-hereinafter referred to as ”GUD“-
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”-

Preamble

The Interconnection Points Oude Statenzijl GTG-G/Oude Statenzijl and Oude Statenzijl GTG-H/Bunde-West (TSOs: GTS and GTG), Oude Statenzijl GUD-G/Oude Statenzijl-L (TSOs: GTS and GUD), Winterswijk/Vreden (TSOs: GTS and OGE), Zevenaar/Elten (TSOs: GTS, OGE and TG), Tegelen (TSOs: GTS and OGE) and Haanrade (TSOs: GTS and TG) for L gas are located near the border of the Netherlands and Germany and connect the entry-exit system of GTS and Trading Hub Europe (THE) containing inter alia the grids of GUD, GTG, TG and OGE.

[…]

In the entry-exit system of GTS, the connection point Dinxperlo (TSO: GTS and distribution system operator Stadtwerke Bocholt GmbH (BEW)) is considered to be an Interconnection Point as of 1 April 2020. On the German side Dinxperlo will remain as a connection point in the market area THE.

[…]

For the avoidance of doubt, the H-gas Interconnection Point Oude Statenzijl GTG-H/Bunde West is part of this L-gas VIP Agreement only for technical purposes. The purpose of this Interconnection Point is to supply H-gas to a blending facility operated by GTG. Hence, the blending facility offers opportunities to inject H-gas into the L-gas system of GTG. However, the capacities of Oude Statenzijl GTG-H/Bunde-West shall not be marketed via PRISMA. Nevertheless, the Parties agree that the Interconnection Point Oude Statenzijl GTG-H/Bunde-West will be a part of the relevant H-gas VIP Agreement once the market conversion shift from L-gas to H-gas in the grid of GTG is completed. The market conversion shift is expected to be completed in 2027.

[…]

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 (hereinafter referred to as EASEE-gas CBP 2014-001/01) or any updates;

[….]

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, 30th 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 1st of April 2020 at the 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 the 31st of March 2020 for the gas day 1st of April 2020 and onwards;

[…]

Initiating System Operator: According to EASEE-gas CBP 2014-001/01 or any updates;

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

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

- Oude Statenzijl GUD-G/Oude Statenzijl-L (TSOs: GTS and GUD), hereinafter referred to as OSZ-L GTS-GUD,
- Oude Statenzijl GTG-G/Oude Statenzijl (TSOs: GTS and GTG), hereinafter referred to as OSZ-L GTS-GTG,
- Oude Statenzijl GTG-H/Bunde-West (TSOs: GTS and GTG), hereinafter referred to as OSZ/Bunde-H GTS-GTG
- Winterswijk/Vreden (TSOs: GTS and OGE),
- Zevenaar/Elten (TSOs: GTS, OGE and TG),
- Tegelen (TSOs: GTS and OGE),
- Haanrade (TSOs: GTS and TG),
- Dinxperlo (TSO: GTS and distribution system operator BEW) with reference to Preamble;

Matching System Operator: According to EASEE-gas CBP 2014-001/01 or any updates;

[…]

New Capacity Contracts: Shall mean capacity contracts concluded for periods starting from 1st of October 2021 at the VIP TTF-THE-L, and contracts

concluded for periods starting 1st of April 2020 and onwards at the VIP-TTF-NCG-L, VIP-TTF-GASPOOL-L, together with contracts concluded in the monthly auction of March 2020 regarding April 2020, as well as the day-ahead or within-day auction on the 31st of March 2020 for the gas day 1st of April 2020 and onwards, which will be transferred to the VIP TTF-THE-L at the Start Date;

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

Passive System Operator: According to EASEE-gas CBP 2014-001/01 or any updates;

Single-sided Nomination: According to EASEE-gas CBP 2014-001/01 or any updates;

Start Date: 1 October 2021, 06:00 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, no. (4);

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

VIP-TTF-GASPOOL-L: Shall mean the VIP connecting the adjacent entry-exit systems of GTS and the market area GASPOOL for L-gas;

VIP-TTF-NCG-L: Shall mean the VIP connecting the adjacent entry-exit systems of GTS and the market area NCG for L-gas;

VIP TTF-THE-L: Shall mean the VIP connecting the adjacent entry-exit system of GTS and Trading Hub Europe for L-gas;

VIP TTF-THE-L OBA: Shall mean the OBA for the VIP TTF-THE-L.

Article 2 – General

2.1 As of the Start Date, the Parties shall set up the VIP TTF-THE-L which contains the Interconnection Points in accordance with this VIP Agreement. The EIC Code VIP TTF-THE-L shall be 21Z012965309364T.

2.2 The capacity contracts that have been concluded at VIP-TTF-GASPOOL-L or VIP-TTF-NCG-L shall be transferred to the VIP TTF-THE-L being effective as of the Start Date.

2.3 The marketing of capacity contracts for the VIP TTF-THE-L shall start with the capacity contracts concluded for the VIP TTF-THE-L in the day-ahead auction on the 30th of September 2021 for the gas day 1st of October 2021.

Article 3 – Nomination and Matching Process

3.1 The nomination and matching process for the VIP TTF-THE-L 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. 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 Nominated VIP TTF-THE-L OBA corrections and swaps for an Interconnection Point shall be included in the VIP TTF-THE-L matching process.

3.4 GTG, GUD, TG and OGE shall each receive the nominations for their Existing Capacity Contracts. TG shall receive nominations for all New Capacity Contracts at the German side. GTG, TG and GUD shall send the nominations for their Existing Capacity Contracts to OGE. TG shall send the nominations for all New Capacity Contracts 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 New Capacity Contracts at the German side to TG. OGE shall send the result of the matching process for the Existing Capacity Contracts of GUD, GTG and TG to the respective TSO.

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 shall continuously calculate the VIP-TTF-THE-L OBA. For the after-the-month-process, GTS shall calculate the accountable VIP TTF-THE-L OBA and provide these figures to OGE for final comparison, in order to have consistent accountable VIP TTF-THE-L OBA figures. The metering data of the previous month shall not be modified after the end of the current month minus two Business Days.

6.2 The VIP TTF-THE-L OBA limit shall be the sum of the OBA limits of all the Interconnection Points. If the absolute value of the VIP TTF-THE-L OBA reaches the VIP TTF-THE-L OBA limit, GTS and OGE may agree to extend the VIP TTF-THE-L OBA limit in order to furthermore allocate steering differences to the VIP-TTF-THE-L OBA and thus to provide allocations to shippers that are equal to their confirmed quantities. The extension of the VIP TTF-THE-L OBA limit shall be deemed to be agreed upon if and as far as neither GTS nor OGE requests to bring back the VIP TTF-THE-L OBA within the VIP TTF-THE-L OBA limit.

6.3 In case GTS or OGE explicitly requests to bring back the VIP TTF-THE-L OBA within the VIP TTF-THE-L OBA limit, GTS and OGE will discuss and agree on a schedule.

6.4 If the VIP TTF-THE-L OBA limit is exceeded and suffers further increase, pro rata allocation can be applied, subject to Article 7.2, after the Parties have been duly informed by the initiating Party. If pro rata allocation is executed the concerned Parties shall 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 TTF-THE-L and the underlying Interconnection Points.

Article 7 – Allocation

7.1 Shippers shall receive allocations according to their confirmed quantities.

7.2 In addition to Article 6.4 first sentence the Parties shall use reasonable endeavours to keep allocation according Article 7.1 active, as far as the network integrity of the gas transportation grids of the Parties are not in danger. In case the network integrity of the gas transportation grid of one of the Parties is in danger referring to article 8, the Party having a constraint shall apply the procedure as described in EASEE-gas CBP 2005-003/02 (Constraints).

7.3 Deviating from Article 7.1, in case pro rata allocation is required by GTS or OGE the fallback allocation method as described in Article 7.4 shall apply. The Parties shall agree on taking necessary measures to return to normal operations and allocation according to Article 7.1 without undue delay.

7.4 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:

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

7.5 GTS and OGE shall monthly coordinate the determination of the hourly allocated quantities per pair of shippers. Such coordination shall start as early as reasonably possible and validated data shall be exchanged at the latest by the 8th 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.

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

7.7 OGE shall determine the hourly allocated quantities for the New Capacity Contracts at the German side and the Existing Capacity Contracts of GUD, GTG and TG based on the coordinated determination as described in Article 7.5.

Article 8 – Constraints and Exceptional Event

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

[…]