

iCAROS phase 1 - Modifications to SA and OPA contracts related to invoicing

This document highlights the corrections proposed by Elia on Artikel II.13 “Invoicing and payment” of the Elia proposals for amendment of the T&C OPA and the T&C SA submitted for approval to the CREG on October 30th, 2023.

These corrections were sent to CREG by Elia by mail on February 12th, 2024

ART. II.13 INVOICING AND PAYMENT

- II.13.1 At the latest by the end of each calendar Month M, ELIA presents, to the OPA, through a joint validation platform or other channel a report related to the data consistency control of Month M-2, as foreseen in Art. II.10.4. This report indicates, amongst others, all incentives for Month M-2 as calculated by ELIA in accordance with Art. II.12.1.
- II.13.2 Disputes from the OPA regarding the report and incentives stipulated in Art. II.13.1 or regarding the price offer, pursuant to Art. II.11.1, must be reported within 25 calendar Days starting from the Day following ELIA submission of the respective report. In such a case, the Parties shall enter into negotiations with each other with a view to reach an agreement, in accordance with Art. I.13 of the General Conditions.
- II.13.3 If no agreement can be reached, pursuant to Art. II.13.2:
- the OPA, when drawing up his credit note for Month M as specified in Art. II.13.4, shall take into account the incentives calculated by ELIA;
 - the Parties shall continue their negotiations with a view to reaching an amicable arrangement and, after concluding their agreement, settle this invoice ex-post;
 - If no amicable arrangement is reached, the dispute settlement procedure set out in Art. I.13 of the General Conditions shall apply.

~~I.0.0~~ Without prejudice to Art. I.5 of the General Conditions, the OPA shall send, by e-mail, to ELIA invoicing & payment with a copy to ELIA settlement (both listed in Annex 7), at the latest by the 25th of each calendar Month M, either:

- ~~II.13.4~~ An invoice or credit note for remunerations for changes in Availability Status for Month M-1, calculated as described in Art. II.11.4;

~~• As the case may be, a credit note related to data consistency control incentives for the Month M-2, as calculated by ELIA, pursuant to Art. II.12.1 and reported in accordance with Art. II.13.1.~~

The invoice or credit note includes, pursuant to Art. I.5, for each individual implicated offer:

- The indication of the Month M;
- The applicable amount.

~~II.13.4~~ II.13.5 ELIA shall either approve or reject the invoices and/or credit notes within 5 Working Days after reception.

II.13.6 Annex 6 includes the appropriation structure to be mentioned by the OPA.

~~III.0.0~~ Without prejudice to Art. I.5 of the General Conditions, ELIA sends to the OPA at the latest by the 25th of each calendar Month M,

II.13.7 ~~As as the case may be, an invoice~~ credit note related to data consistency control incentives for the Month M-2, as calculated by ELIA, pursuant to Art. II.12.1 and reported in accordance with Art. II.13.1.

II.16.4 Without prejudice to Art. I.5 of the General Conditions, the SA shall send, by e-mail, to ELIA invoicing & payment with a copy to ELIA settlement (both listed in Annex 13), at the latest by the 25th of each calendar Month M, either:

- An invoice for remuneration of a must-run or a may-not-run for the Month M-1, determined as described in Art. II.14.1;
- An invoice or credit note for remuneration of RD Requested for the Month M-1, calculated as described in Art. II.14.3;
- As the case may be, a credit note related to activation control incentives for the Month M-2, as calculated by ELIA, pursuant to Art. II.15.1 and reported in accordance with Art. II.16.1;
- ~~• As the case may be, a credit note related to Daily Schedule control incentives for the Month M-2, as calculated by ELIA, pursuant to Art. II.15.2 and reported in accordance with Art. II.16.1;~~
- ~~• As the case may be, a credit note related to data completeness and consistency control incentives for the Month M-2, as calculated by ELIA, pursuant to Art. II.15.4 and reported in accordance with Art. II.16.1.~~

The invoice or credit note includes, pursuant to Art. I.5, for each individual implicated offer:

- The indication of the Month M;
- The applicable amount;

II.16.5 ELIA shall either approve or reject the invoices and/or credit notes within 5 Working Days after reception.

II.16.6 Annex 12 includes the appropriation structure to be mentioned by the SA.

II.16.7 Without prejudice to Art. I.5 of the General Conditions, ELIA sends to the SA at the latest by the 25th of each calendar Month M:

- As the case may be, an invoice related to Daily Schedule control incentives for the Month M-2, as calculated by ELIA, pursuant to Art. II.15.2 and reported in accordance with Art. II.16.1;
- As the case may be, an invoice related to data completeness and consistency control incentives for the Month M-2, as calculated by ELIA, pursuant to Art. II.15.4 and reported in accordance with Art. II.16.1.