

# BUSINESS RULES OF THE DRAFT INTERCONNECTION AGREEMENT

At the Interconnection Point of Komotini

Entered into on [DATE]

by and between:

**Hellenic Gas Transmission System Operator S.A.**

a Greek Company whose registered office is located at  
357-359 Messogion Ave, Halandri, GR-15231  
("DESFA")

and

**ICGB AD**

a Bulgarian Company whose registered office is located at  
"Veslets" Street No.13, Sofia 1000, Bulgaria("ICGB")

Hereinafter alternatively referred to individually as "Party" and collectively as "Parties".

Table of Contents

**Article 1 Definitions** ..... 4

**Article 4 Transportation Programs** ..... 6

**4.1 Nominations**..... 6

**4.2 Re-nominations**..... 6

**Article 5 Matching Process** ..... 6

**5.1 Matching Process for nominations** ..... 7

**5.2 Timeline for nomination and Matching Process** ..... 7

**5.3 Matching Process for re-nominations** ..... 7

**5.4 Delays and Exceptional Events** ..... 8

**5.5 Matching rules**..... 9

**5.6 Information exchange** ..... 9

**Article 6 Allocation** ..... 10

**6.1 Default Allocation: the Operational Balancing Account** ..... 10

**6.2 Back up allocation rule** ..... 11

**6.3 Daily Allocation**..... 12

**6.4 Monthly Allocation** ..... 12

**Article 7 Units of Measurements**..... 12

**Article 13 Exceptional Events**..... 13

**13.1 Communication procedures in case of Exceptional Events** ..... 13

**13.2 Emergencies**..... 14

## PREAMBLE

Whereas:

- DESFA and ICGB Systems are interconnected at the location of Komotini, Greece.
  
- DESFA is the TSO of the Greek Natural Gas Transmission System and as such is in charge of managing the transportation of gas as well as all commercial operations related to gas transportation activities.
  
- ICGB is the TSO of the Interconnector Greece – Bulgaria System and as such is in charge of managing the transportation of gas as well as all commercial operations related to gas transportation activities.
  
- DESFA and ICGB (hereinafter the Parties) concur that the definition of a set of shared procedures among the Parties as well as the harmonisation of units and rules is appropriate for the Interconnection Point (IP), in order to facilitate efficient and reliable operations (both physical and commercial)
  
- The Parties acknowledge they are bound by relevant EU legislation in the operation of their Systems, including Regulation (EC) No 715/2009 of the European Parliament and of the European Council and the provisions of the secondary legislation that result from that Regulation, as long as they are not in conflict with RAE's Decision 438/2018 as amended by RAE's Decision 768/2018 and the "Final Joint Decision of the Energy Regulators on the Exemption Application of ICGB AD - Energy and Water Regulatory Commission (Bulgaria) and Regulatory Authority for Energy (Greece) - August 2018", as applicable.

Now, therefore, it is hereby agreed among the Parties as follows:

## Article 1 Definitions

Capitalized terms and definitions used in present Agreement shall have the meaning set forth in the Directive 2009/73EC of the European Parliament and the Council and Regulation (EC) 715/2009 of the European Parliament and the Council and the secondary legislation that result from said Regulation, unless otherwise provided herein:

**“Allocated Quantity”** means the allocation to each Shipper of that Shipper’s portion of the daily quantities of Natural Gas delivered at the Interconnection Point.

**“Business Day”** means a day (excluding Saturday, Sunday as well as the 24<sup>th</sup> and 31<sup>st</sup> of December and any other day which is a public holiday) when the banks are open for general business in Athens, Greece and Bulgaria.

**“Competent Authority”** means any national, supranational, regional or local government or governmental or administrative, fiscal, judicial or government-owned body, department, commission, authority, tribunal, agency, inspectorate, ministry, official or public or statutory Person having or asserting jurisdiction over any of the Parties or either of their assets/property or their operation.

**“Confidential Information”** means the terms and conditions of this Agreement and all information given and received by the Parties under the terms of this Agreement.

**“Contact List”** means the list of contact persons and details shared and updated by the Parties, as set out in Annex 1.

**“Daily Unbalanced Quantity”** means, for a particular Gas Day, the steering difference between the sum of the daily net Allocated Quantities (being the Allocated Quantities for Forward Flow plus the Allocated Quantities for Reverse Flow) and the daily Measured Quantity. The Daily Unbalanced Quantity can be positive (representing an over-delivery from the ICGB System to the DESFA System or an under-delivery from the DESFA System to ICGB System) or negative (representing an under-delivery from the ICGB System to the DESFA System or an over – delivery from the DESFA System to the ICGB System). Note: Measured Quantity or Allocated Quantity in Forward Flow is expressed as positive value; Measured Quantity or Allocated Quantity in Reverse Flow is expressed as negative value.

**“DESFA Shipper”** means a Person delivering/receiving Gas at the IP, as the case may be, having a GTA with DESFA.

**“DESFA System”** means the National Natural Gas Transmission System of DESFA.

**“Emergency”** has the meaning given in [Article 13.2](#).

**“Forward Flow”** means the flow through the IP from the DESFA System to the ICGB System.

**“Gas Month”** means a period of time beginning at 05.00 UTC during winter time (from 04:00 UTC when daylight saving is applied) on the first day of a calendar month and ending at the same time on the first day of the next calendar month.

**“Gas Transportation Agreement”** or **“GTA”** means a Natural Gas transportation agreement entered into between a Shipper and either DESFA or ICGB for the Shipper’s use of the relevant System.

**“Gross Calorific Value”** or **“GCV”** means the amount of heat, which would be released by the complete combustion of one Normal cubic meter of Natural Gas in air, in such a way, that the pressure (1,01325 bar absolute) at which the reaction takes place remains constant, and all products of the combustion are returned to the same specified temperature (25°C) as that of the reactants, all of these products being in the gaseous state except for water formed by combustion, which is condensed to the liquid state at the same specified temperature.

**“ICGB Shipper”** means a Person receiving/delivering Gas at the IP, as the case may be, having a GTA with ICGB.

**“ICGB System”** means the Gas transmission network of ICGB.

**“Initiating TSO”** means DESFA as the Transmission System Operator initiating the Matching Process by sending the necessary data to ICGB as the Matching TSO.

**“Interconnection Point”** or **“IP”** means interconnection point as defined in Regulation (EU) 2017/459 referring to the point where the DESFA System and the ICGB System are connected at the location of Komotini. The EIC Code for the IP is XXXXXXXXXXXXX (EIC NAME: XXXXXXXX; Display Name: XXXXXXXXXXX).

**“Matching TSO”** means ICGB as the Transmission System Operator performing the Matching Process and sending the results to DESFA as the Initiating TSO.

**“Max OBA”** means the maximum (absolute value) OBA Balance.

**“Measured Quantity”** means, for a particular period of time, the quantity of gas that, according to the relevant measurement equipment, has physically flowed across the Interconnection Point in that time period.

**“Natural Gas”** or **“Gas”** means any hydrocarbons or mixture of hydrocarbons and non-combustible gases, which, when extracted from the sub-soil of the earth in its natural state, separately or together with liquid hydrocarbons, is predominantly in the gaseous state.

**“Normal cubic meter (Nm3)”** means one cubic metre of Gas at reference conditions of 273,15K (= 0°C) and 101.325 kPa (= 1,01325 bar).

**“OBA Balance”** means the level, at a specified point in time, of the Operational Balancing Account.

**“Pair of Shippers”** means a pair of Shippers (who, for the avoidance of doubt, may be the same Shipper) who transfer Natural Gas, at the Interconnection Point.

**“Person”** means any individual or any company, corporation, limited liability company, partnership, limited partnership, joint venture, enterprise, association, trust or other juridical entity, organisation, whether of a supranational, governmental or private nature, established or organised under the Laws of any state or jurisdiction (including any Competent Authority).

**“Proportional Allocation Event”** has means the meaning given in [Article 6.2](#).

**“Reverse Flow”** means the flow through the IP from the ICGB System to the DESFA System.

**“Shipper”** shall mean a DESFA Shipper and/or an ICGB Shipper.

**“System”** shall mean system as defined in Directive 2009/73/EC referring to DESFA System or ICGB System for the purposes of this Agreement.

**“Target Aggregate Flow”** means the quantity of Natural Gas for a certain Gas Day as calculated in accordance with Article 11.

**“Transmission System Operator” or “TSO”** means a transmission system operator, which carries out the function of transmission, is responsible for operation, ensuring the maintenance and, if necessary, developing the transmission system and is responsible for ensuring the long-term ability of the transmission system to meet reasonable demands for the transportation of Gas.

## **Article 4 Transportation Programs**

### **4.1 Nominations**

The Parties acknowledge that DESFA's Shippers and ICGB's Shippers will be submitting nominations in kWh/d for a Gas Day.

DESFA Shippers and ICGB Shippers shall be entitled to submit nominations for a Gas Day (D) to the respective Party no later than the nomination deadline on the previous Gas Day (D-1). The nomination deadline is defined in the table in [Article 5.2](#).

### **4.2 Re-nominations**

The Parties acknowledge that DESFA Shippers and ICGB Shippers will be submitting re-nominations in kWh/d for a Gas Day.

The period during which re-nominations can be made by Shippers for a Gas Day (i.e. the re-nomination period) starts from the deadline of the confirmation of the nominations to the Shippers under [Article 5.2](#) and ends three hours before the end of that Gas Day (known as the renomination period).

Each re-nomination cycle starts at the beginning of every hour within the re-nomination period and ends at the end of that hour.

After the end of each re-nomination cycle within the re-nomination period, the Parties will process the latest re-nominations received until the end of the re-nomination cycle, in accordance with the Matching Process.

## **Article 5 Matching Process**

The Parties agree that Matching Processes shall be performed to check the correspondence between the quantities nominated or re-nominated by each DESFA Shipper and ICGB Shipper. For the purpose of defining the roles for the Matching Process, the Parties agree that DESFA shall be the Initiating TSO and ICGB shall be the Matching TSO.

### 5.1 Matching Process for nominations

The Parties agree that the Matching Process will be performed in respect of each Gas Day. The Matching Process to be followed by the Parties for nominations at the IP shall be the following:

- (a) The Initiating and the Matching TSO will calculate and send the Processed Quantities of each Pair of Shippers to the Matching TSO in accordance to the deadline defined in [Article 5.2](#).
- (b) The Matching TSO will calculate and send the Confirmed Quantities of each Pair of Shippers to the Initiating TSO in accordance to the deadline defined in [Article 5.2](#).
- (c) Each of the Parties will communicate to its Shippers the relevant Confirmed Quantities in accordance to the deadline defined in [Article 5.2](#).

### 5.2 Timeline for nomination and Matching Process

The timeline for nomination and the actions specified in Article 5.1 paragraphs (a), (b) and (c) are defined in the table below:

Deadline	UTC winter time	UTC day light saving
Submission of Nominations	13:00	12:00
(a) Sending of Processed Quantities by Initiating TSO to Matching TSO	13:10	12:10
(b) Sending of Processed Quantities by Matching TSO to Initiating TSO	13:25	12:25
(c) Sending of Processed Quantities by Initiating TSO to Matching TSO	13:50	14:50
(d) Sending of Confirmed Quantities by Matching TSO to Initiating TSO	14:00	13:00
(e) Sending of Confirmed Quantities to Shippers	15:00	14:00

### 5.3 Matching Process for re-nominations

After the conclusion of the confirmation procedure pursuant to [Article 5.1](#), the Parties agree that the Matching Process for a Gas Day will be repeated for each re-nomination cycle of that Gas Day. The deadline for sending Confirmed Quantities to Shippers, following a re-nomination Matching Process is two hours after the end of the relevant re-nomination cycle. Any Matching Process for re-nominations will be performed according to the following timings (relative minutes prior to the confirmation deadline for the nomination/re-nomination towards the Shippers):

<b>Deadline</b>	<b>Minutes</b>
Sending of Processed Quantities by Initiating TSO to Matching TSO	-110
Sending of Processed Quantities by Matching TSO to Initiating TSO	-95
Sending of Processed Quantities by Initiating TSO to Matching TSO	-70
Sending of Confirmed Quantities by Matching TSO to Initiating TSO	-60
Confirmed Quantity	0

#### **5.4 Delays and Exceptional Events**

If in any nomination or re-nomination cycle either Party is unable to meet any of the deadline for the exchange of information relating to the Matching Process described above, it will inform the other Party before the deadline, and will send the relevant data as soon as it is able to. The Party receiving the data will use reasonable endeavours to perform its activities as promptly as possible, once the data is sent.

If, for a given nomination cycle, the Initiating TSO does not provide any Processed Quantities or provides the Processed Quantities after the time required under Article 5.2, then for the purpose of performing the Matching Process the Processed Quantities from the Initiating TSO will be deemed to be zero for each DESFA Shipper.

If the Initiating TSO does not receive the Confirmed Quantities by the deadline specified in article 5.2 for communication of the Confirmed Quantities to its Shippers, then the Initiating TSO will be entitled to communicate Confirmed Quantities equal to zero to each of its Shippers.

If a Shipper did not submit a day-ahead nomination to the relevant Party, the nominated quantity for that Shipper shall be zero (0).

If during a re-nomination cycle the Matching TSO determines it has not received the Processed Quantities on time and, notwithstanding using its reasonable endeavours, it would be unable to meet the deadline for the communication of the Confirmed Quantities to the Initiating TSO, then it will perform the Matching Process using the most recently received valid information on the Processed Quantities from the Initiating TSO, for the Gas Day concerned. If during a re-nomination cycle, the Initiating TSO determines it has not received the Confirmed Quantities and, notwithstanding using its reasonable endeavours, it would be unable to meet the deadline for the communication of the Confirmed Quantities to its Shippers then it will communicate the most recently received valid information on the Confirmed Quantities from the Matching TSO, for the Gas Day concerned.

Where a Party notifies an Exceptional Event to the other Party in accordance with [Article 13.1](#):

- (a) the affected Party may determine revised Processed Quantities that apply to its Shippers;
- (b) if the affected Party is the Initiating TSO, it will notify the revised Processed Quantities to the Matching TSO as soon as reasonably practicable and the Matching TSO will perform an updated Matching Process using the updated Processed Quantities as promptly as reasonably possible and communicate the revised Confirmed Quantities to the Initiating TSO; and
- (c) if the affected Party is the Matching TSO, it will perform an updated Matching Process using the updated Processed Quantities as promptly as reasonably possible and it will notify the revised Confirmed Quantities to the Initiating TSO;

The Parties will notify the revised Confirmed Quantities to their Shippers as promptly as possible.

## 5.5 Matching rules

The Parties agree that the Matching TSO will perform each Matching Process according to the following rules:

- (a) If the same Pair of Shippers is notified to each of the Parties and the daily Processed Quantities in the DESFA System is equal to the daily Processed Quantity in the ICGB System for the corresponding Pair of Shippers, then there is a "Match" and the Confirmed Quantities will be the daily Processed Quantities.
- (b) If the same Pair of Shippers is notified to each of the Parties but the daily Processed Quantities in the DESFA System is not equal to the daily Processed Quantity in the ICGB System for the corresponding Pair of Shippers, then there is a "Mismatch" and the Confirmed Quantities will be defined according to the Lesser Rule.
- (c) If the Pair of Shippers is not the same, then there is a "Mismatch" and in this case the Confirmed Quantities will be zero for both Pair of Shippers in respect of this particular pair.

The Parties acting in good faith, may cooperate to resolve any Mismatch by contacting each other and the relevant Pair of Shippers.

## 5.6 Information exchange

The Parties agree that all quantities exchanged for the purposes of the Matching Process will be in kWh/day only.

The information that the Initiating TSO shall communicate for the purpose of the Matching Process shall include the following:

- (a) Interconnection Point identification;
- (b) DESFA Shipper identification;
- (c) identification of the ICGB Shipper delivering to or receiving Gas from the DESFA Shipper;
- (d) Gas Day;
- (e) Processed Quantities for each DESFA Shipper indicating the flow direction.

This information shall be sent by the Initiating TSO using the appropriate edig@s message; if edig@s is unavailable, the Initiating TSO will use the form in Annex 4(a) (Matching Notice).

The information that the Matching TSO shall communicate for the purpose of the Matching Process shall include the following:

- (a) Interconnection Point identification;
- (b) ICGB Shipper identification;
- (c) identification of the DESFA Shipper delivering to or receiving Gas from the ICGB Shipper;
- (e) Gas Day;
- (f) Processed Quantities for each ICGB Shipper indicating the flow direction;
- (g) Confirmed Quantities for each pair of Shippers indicating the flow direction.

This information shall be sent by the Matching TSO using the appropriate edig@s message; if edig@s is unavailable, the Matching TSO will use the form in Annex 4(a) (Matching Notice).

## Article 6 Allocation

### 6.1 Default Allocation: the Operational Balancing Account

#### 6.1.1 Establishment of the Operational Balancing Account

The Parties agree to the establishment and operation of an Operational Balancing Account at the Interconnection Point. For so long as the OBA Balance is less than Max OBA, the Allocated Quantities will be equal to that Shipper's daily Confirmed Quantities, while the Daily Unbalanced Quantity will be allocated to the Operational Balancing Account held between the Parties.

#### 6.1.2 Operation of the Operational Balancing Account

The Parties agree that

- (a) ICGB, being the Party in control of the measurement equipment, shall be responsible for monitoring the OBA Balance and communicating the updated OBA Balance in accordance with Article 6.3 and 6.4;
- (b) the Max OBA is as defined in Annex [5];
- (c) the Parties will use their reasonable endeavours to keep the OBA Balance as close as practically possible to zero;
- (d) without prejudice to the generality of paragraph (c) above, the Parties will, for each Gas Day, discuss in good faith to agree required adjustments to the Target Aggregate Flow taking into account any correction required to minimise the absolute value of the OBA Balance; and
- (e) if the anticipated Daily Unbalanced Quantity would result in the OBA Balance exceeding the Max OBA, the Parties will discuss in good faith (but without any obligation to agree) whether they are able to temporarily extend the Max OBA limit in order to absorb the Daily Unbalanced Quantity and, if so, the amount and duration of the extension to the Max OBA limit. The relevant discussions are initiated upon written request submitted by one of the Parties to the other Party. The Parties will use reasonable efforts to hold and conclude the discussions within four (4) hours upon request's submission and by 8:00 UTC winter time, 7:00 UTC day light saving time, of the Gas Day, immediately succeeding the first Gas Day of the extension of the Max OBA limit, or as soon as reasonably possible thereafter.

#### 6.1.3 OBA Balance

The OBA Balance is calculated at the end of each Gas Day D ( $OBA_d$ ), as follows:

1. For the first Gas Day (d) of operation of the Operational Balancing Account, the OBA Balance for that Gas Day ( $OBA_d$ ) shall be equal to the Daily Unbalance Quantity for that Gas Day ( $DUQ_d$ ).
2. For every subsequent Gas Day (d), the OBA Balance for that Gas Day ( $OBA_d$ ) shall be equal to the sum of:
  - the OBA Balance on the previous Gas Day (d-1) ( $OBA_{d-1}$ )
  - the Daily Unbalanced Quantity for that Gas Day D ( $DUQ_d$ )
$$OBA_d = OBA_{d-1} + DUQ_d$$

A negative OBA Balance indicates that ICGB is short towards the zero balance position, with a quantity equal to the absolute value of OBA Balance. A positive OBA Balance indicates that DESFA is short towards the zero balance position, with a quantity equal to the absolute value of OBA Balance.

## 6.2 Back up allocation rule

### 6.2.1 Suspension of the Operational Balancing Account and proportional allocation

If the allocation rule in Article 6.1 would result in the OBA Balance exceeding the Max OBA and the Parties have not agreed that is possible to absorb the steering differences by extending the Max OBA (a "**Proportional Allocation Event**"), the Parties agree that:

1. the operation of the Operational Balancing Account will be suspended and the proportional allocation regime set out in paragraphs 2 and 3 below will be applicable for periods of one or more Gas Days starting from the Gas Day following the Gas Day in which the Proportional Allocation Event occurs;
2. the Allocated Quantities towards the opposite to the physical gas flow direction will be equal to the Confirmed Quantities in this direction

$$AQOPFS = CQOPFS$$

AQOPFS means Allocated Quantity for the relevant Shipper nominating in the opposite direction to the physical gas flow for that Gas Day

CQOPFS means Confirmed Quantity for the relevant Shipper nominating in the opposite direction to the physical gas flow for that Gas Day

3. the Allocated Quantity for each Shipper nominating to the physical gas flow direction will be calculated as (a) the sum of the Measured Quantity for the relevant Gas Day and the Allocated Quantities in the opposite to the physical gas flow direction, multiplied by (b) the ratio of the Confirmed Quantities towards the physical gas flow direction for the relevant Shipper to the sum of the Confirmed Quantities towards the physical gas flow direction of all Shippers and

$$AQPF = (MQ + CQOPF) \times CQPFS / TCQP$$

MQ means the Measured Quantity at that Interconnection Point for that Gas Day Page | 11

CQOPF means aggregate Confirmed Quantity for all Shippers nominating in the opposite direction to the physical gas flow for that Gas Day

CQPFS means Confirmed Quantities for the relevant Shipper nominating in the direction of the physical gas flow for that Gas Day

TCQP means aggregate of Confirmed Quantities for all Shippers nominating in the direction of the physical gas flow for that Gas Day

4. each Party will be responsible for informing its Shippers about the modification of the allocation regime.

### 6.2.2 Resumption of the Operational Balancing Account

If the operation of the Operational Balancing Account is suspended, then the Parties will meet to discuss and agree a protocol (which may include the transfer of Natural Gas between the Parties to reduce the OBA Balance) and timeline for the resumption of the Operational Balancing Account and the end of the proportional allocation regime set out in Article 6.2.1. Any resumption of the Operational Balancing Account will apply from the start of the Gas Day agreed between the Parties as being the Gas Day on which the default allocation regime will apply again. Each Party will be responsible for informing its Shippers about the resumption of the default allocation regime.

### 6.3 Daily Allocation

ICGB, on a daily basis, shall recalculate the OBA Balance based on the Measured Quantity for that Gas Day and the relevant Allocated Quantities (Forward Flow and Reverse Flow), and not later than 9:00 UTC winter time, respectively 8:00 UTC day light saving time, of each Gas Day shall communicate to DESFA:

- (a) the Allocated Quantities for the previous Gas Day detailed to each Pair of Shippers;
- (b) the Gross Calorific Value measured for the previous Gas Day at the ICGB GMS-1;
- (c) for the previous Gas Day, (i) the sum of the Allocated Quantities for Forward Flow, (ii) the sum of the Allocated Quantities for Reverse Flow, (iii) the Measured Quantities and (iv) the difference between the value in (i) and the sum of the values in (ii) and (iii) taking into account that in case of physical Reverse Flow, the Measured Quantity is expressed as a negative value.; and
- (d) the closing OBA Balance for the previous Gas Day.

This communication shall be sent using the appropriate edig@s message (excluding the information in paragraph (b) and (c) above) and ICGB will also send the communication using the form in Annex 4(b) (Allocation Report). ICGB will also inform DESFA if any Proportional Allocation Event occurred in the relevant Gas Day and its effect on the OBA Balance.

### 6.4 Monthly Allocation

By the fifth Business Day of each Gas Month ICGB shall communicate to DESFA:

- (a) the Allocated Quantity of each Pair of Shippers at the IP for each Gas Day in the previous Gas Month, using the most up-to-date information available at that time;
- (b) for each Gas Day in the previous Gas Month, (i) the sum of the Allocated Quantities for Forward Flow, (ii) the sum of the Allocated Quantities for Reverse Flow, (iii) the Measured Quantity and (iv) the difference between the value in (i) and the sum of the values in (ii) and (iii), taking into account that in case of physical Reverse Flow, the Measured Quantity is expressed as a negative value; and
- (c) the closing OBA Balance for each Gas Day of the previous Gas Month.

This communication shall be sent using the appropriate edig@s message (excluding information in paragraph b above) and ICGB will also send the communication using the form in Annex 4(b) (Allocation Report). ICGB will also inform DESFA if any Proportional Allocation Event occurred in the previous Gas Month and its effect on the OBA Balance.

If, notwithstanding this allocation regime, either of the Parties notices any inconsistency in the Allocated Quantities, the relevant Party will contact the other Party in order to confirm the reason for the discrepancy and agree on the revision of the Monthly Allocation Report.

## Article 7 Units of Measurements

The Parties undertake to adopt, in all of the communication exchanged and in the measurement process, the units of measurement listed in the following table:

Item	Unit
Reference time:	UTC
Pressure:	Barg

Temperature:	°C
Volume:	[Nm <sup>3</sup> ]
Energy:	kWh
Gross Calorific Value:	[kWh/Nm <sup>3</sup> ]
Wobbe index:	[kWh/Nm <sup>3</sup> ]

## Article 13 Exceptional Events

### 13.1 Communication procedures in case of Exceptional Events

- (a) Each Party shall operate its System, in a way to minimise the impact of any Exceptional Event.
- (b) Each Party shall inform the other upon becoming aware of an actual or expected Exceptional Event, by communicating to the references listed in the Contact List in accordance with the procedure set out below:
- (1) Should an Exceptional Event occur in the DESFA or ICGB System, which influences or may influence the Natural Gas flow through the IP, the Party whose system is affected shall inform the other Party as soon as reasonably possible and, in any case by no later than sixty (60) minutes of that Party becoming aware of the occurrence of the Exceptional Event.
- (2) As soon as possible and in any case by no later than 24 hours of the Party whose System is affected, becoming aware of the occurrence of the Exceptional Event, the affected Party shall prepare and submit to the other Party a preliminary report in the form set out in Annex 4(e) (Exceptional Event Notice) including as a minimum the following, all as known and estimated by the Party at the time of the submission of the preliminary report:
- i. Description of the Exceptional Event and the causes of its occurrence;
  - ii. Hour of occurrence of the Exceptional Event and the estimated time of its ceasing or elimination;
  - iii. Available IP capacity until the Exceptional Event's ceasing or elimination;
  - iv. The possible impact on the quantities and quality of Natural Gas that can be transported through the Interconnection Point
  - v. The possible impact on the Confirmed Quantities for the Shippers active at the Interconnection Point; and
  - vi. Operations necessary for the restoration of the IP capacity;

(3) The affected Party in whose system the Exceptional Event occurred shall inform the other Party regularly, on the progress of the remedial actions. Mutual remedial actions will be agreed upon and applied, if needed.

(4) Upon completion of the Exceptional Event repair works, or ceasing of the Exceptional Event, the affected Party shall inform the other Party of the restoration of the IP capacity.

(c) The provisions of this Article 13.1, and all the other provisions of this Agreement applying when an Exceptional Event occurs, shall also apply when any unplanned event occurs, irrespective of whether it would have been reasonably controllable or preventable, that may cause, for a limited period, capacity reductions, affecting thereby the quantity or quality of gas at the Interconnection Point, with possible consequences on interactions between Transmission System Operators as well as between Transmission System Operator and Shippers.

### **13.2 Emergencies**

An “Emergency” means any circumstance where there is, or there is reasonable expectation of, danger, threat to or loss of life, or damage to property or equipment or the environment, and includes the following:

- (a) a significant Gas release;
- (b) an incident involving loss of life or serious injury to an employee, contractor, or third party;
- (c) serious property or equipment damage affecting operations;
- (d) damage to the environment; or
- (e) situations requiring the evacuation of operating personnel.

Each Party shall use its reasonable endeavours to immediately notify the other Party upon the occurrence of an Emergency and the related actions taken on their System. The Parties agree to cooperate and communicate with each other during an Emergency.

Contingency plans and emergency procedures (including details of information transfer) shall be prepared and maintained at all times during operational periods in accordance with the Standard of Performance, and shall include all contacts for Emergency listed in the Contact List.

Each Party shall be entitled to take immediate action in cases of Emergency, as such Party may in good faith deem necessary, to protect its personnel, its equipment, the public or the environment.