



Energinet System Responsibility A/S
Tonne Kjaersvej 65
DK-7000 Fredericia

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AGREEMENT ON REGISTRATION OF GUARANTEES OF ORIGIN

Energinet System Responsibility A/S
Tonne Kjaersvej 65
DK-7000 Fredericia

hereinafter referred to as Energinet and

Contracting Partner	
Address	

hereinafter referred to as the Account Holder

has concluded the following agreement:

1. Background

This agreement sets out the terms and conditions under which Energinet provides its services and obligations for handling guarantees of origin to the Account Holder.

Energinet is the Issuing Body, i.e. the issuer of guarantees of origin in Denmark through the electronic register to which the Account Holder is granted access pursuant to this agreement.

Energinet has no responsibility for the practical work in connection with the trade in certificates. Furthermore, this Agreement does not cover adaptations to other national or international certification systems based in whole or in part on the AIB's European Energy Certificate System (EECS) and RECS International on energy certification.

In addition to this Agreement, the Account Holder's access to the electronic register is also governed by Domain Protocol for Denmark.

2. Fees

The account holder pays Energinet a fee for the use of the electronic register. The fees cover the use of the register for the entire Danish domain. The account holder will have access to the system once the fee has been paid.

The fees are set by Energinet. The applicable fee rates can be found on Energinet's website - [Guarantees of Origin-Fees \(energinet.dk\)](#).

Invoicing of fees is done periodically once a year for the previous calendar year. Energinet can change the routines for invoicing with one month's notice.

3. Domain Protocol for Denmark

Energinet issues guarantees of origin in accordance with the Domain Protocol for Denmark, which have been accepted by the Account Holder upon application for registration in the register.

The account holder and Energinet must always act in accordance with the Domain Protocol for Denmark and comply with the requirements, rights and obligations set forth herein for the parties.

If there is a conflict between the provisions of this Agreement and the provisions of the Domain Protocol for Denmark in force from time to time, the Agreement shall be departed from to the extent necessary to bring it into conformity with the Domain Protocol for Denmark.

Energinet has the right to take actions that deviate from this agreement if the consideration of the Domain Protocol for Denmark or the role of Issuing Body so requires. The actions must be objectively justified. Energinet shall inform the Account Holder in advance and in the best possible time of any changes that may be of importance to the Account Holder.

4. Duty to inform

Both Parties shall contribute to the implementation of this Agreement. Both parties must therefore make the necessary information available to each other without undue delay. If the information about one of the Account Holder's units of production changes, the Account Holder must inform Energinet of the changes without undue delay.

5. Information systems

Energinet issues EECS certificates through an electronic register.

The Account Holder shall, at its own expense, provide the necessary IT architecture and interfaces required by the Account Holder to use the registry.

The Account Holder is responsible for the necessary data security in connection with the use of the register.

Energinet has the right to change the IT requirements for using the register. In this case, Energinet must inform the Account Holder in writing about the implementation of significant changes with at least 30 calendar days' notice.

Energinet shall, if possible, inform the Account Holder no later than 3 days before planned interruptions that prevent the use of the register. Where this is not possible, the information must be sent as soon as possible after it is received by Energinet.

The account holder shall be informed of any other restrictions on the use of the registry as soon as possible.

This information will be provided via the electronic register or e-mail.

Energinet has the right to restrict the Account Holder's use of the register if there is abuse of the system or if the Account Holder has not fulfilled its obligations under this Agreement.

6. Error in issuance

If Energinet or the Account Holder discovers an error in issuing, redeeming or processing guarantees of origin, this shall be notified to the other party without undue delay.

If an error in issuance, redemption or processing is due to unauthorised access to the register or an error in the register, Energinet and the Account Holder shall cooperate and to a reasonable extent to ensure that there is no undue enrichment as a result of the error.

If there is an error in a guarantee of origin, the relevant guarantees in the Account Holder's account can be withdrawn or corrected by Energinet. If not enough certificates have been issued, Energinet will issue the missing certificates as soon as possible after receiving the correct information.

If it turns out that data in a guarantee of origin is inaccurate (regardless of whether this is due to an error or omission on the part of the Account Holder), Energinet is entitled – if the guarantees exist in the Account Holder's account at the time of withdrawal – to withdraw these guarantees of origin and any other guarantees of origin of the same type.

7. Account holder's accounts

Once the Account Holder is set up in the Electronic Register of Guarantees of Origin, the Account Holder gains access to a master account. Energinet creates the Account Holder, who, via the electronic register, obtains a username and password and can create access using two-factor login.

The account holder can create one or more sub-accounts of the main account himself.

The account holder shall have the right to dispose of its own guarantees of origin on its own accounts at any time. If a transaction is carried out by the Account Holder in the register, the Account Holder is bound by the transaction.

8. Account insights

Energinet is entitled at any time to unlimited access to the Account Holder's accounts in the electronic register. If Danish law, regulation, public orders or the like require it, Energinet has the right to disseminate the information from the Account Holder's accounts that is requested.

9. Liability

The account holder must at all times act in accordance with the rules of the Danish Domain Protocol. A member of the AIB shall not be liable for losses caused to the Account Holder unless such losses were intentionally caused to the Account Holder. A member of the AIB shall not be liable for indirect or consequential damages unless such losses are caused intentionally or by gross negligence. If the Account Holder suffers a loss as a result of an intentional act of a member of AIB, the Account Holder may direct its claim for damages only against the tort member of AIB. AIB, other members of AIB and their representatives are not responsible for the actions of the tort.

The account holder is obliged to limit the extent of the damage as far as possible. If the injured party does not use sufficient means to limit the extent of the damage, the compensation may be reduced.

Compensation for any damage, loss, cost or expense suffered by the other party shall be limited to 1000 Euro (75,000 Danish kroner) per incident.

10. Changes in Danish legislation, public orders and the like

In the event of a conflict between provisions of this Agreement and provisions of Danish law that affect the Account Holder or Energinet in connection with the Guarantee of Origin Register, derogations from the provisions of this Agreement shall be made to the extent necessary to bring them into conformity with the law.

11. Changes to the Agreement

Energinet has the right to make changes to this agreement with one month's notice. Before changes are made, Energinet shall give the Account Holder the opportunity to comment on the proposed changes. Changes to the Domain Protocol for Denmark can be made without prior consultation with the Account Holder.

12. Transfer or termination of certificate authority

If Energinet's authority to act as certificate authority for guarantees of origin of EECS-type in relation to Denmark expires, Energinet has the right to transfer the agreement to a new issuer. If there is no new issuer, Energinet has the right to terminate the agreement. In this context, the account holder shall have no right to receive a refund of fees already paid.

If Energinet stops issuing guarantees of origin under EECS, the Account Holder is entitled to obtain his/her data from the register.

13. Breach

If the Account Holder breaches the agreement, including the Account Holder's obligation to pay fees to Energinet, Energinet has the right to stop issuing, redeeming or otherwise processing the Account Holder's guarantees of origin and to terminate this agreement.

14. Force majeure

In case of force majeure, the parties have the right to limit the provision of their services to each other. Force majeure covers any event which the parties could not have prevented through reasonable prudence and which renders the services impossible or substantially impairs the services or makes them financially or otherwise unreasonable. The Parties shall inform each other of the occurrence and termination of the force majeure event without undue delay.

15. Confidentiality

Information of a commercial or sensitive nature shall be treated as confidential information by both parties.

Disclosure of such information requires prior written approval.

16. Assignment and termination

Either Party may assign this Agreement only with the prior written approval of the other Party. Such approval may not be refused without reasonable justification.

However, either party may assign this agreement to an affiliated company at any time without approval.

Energinet may at any time, without prior consent, assign this agreement to the system responsible company in Denmark or to a newly appointed authority for issuance pursuant to section 12 of this agreement.

Either party may terminate this Agreement upon one month's written notice.

17. Governing Law and Disputes

This Agreement shall be governed by Danish law. Any disputes arising out of this Agreement may be brought before the Danish courts.

Energy networks

Contracting Partner

Place:	Ballerup	Place:	
Date:		Date:	
Energy networks		Contracting Partner	
Name	Clement Johan Ulrichsen	Name	
Signature		Signature	