

**Company name**Street
City

and

Energinet SystemansvarTonne Kjærvej 65
7000 Fredericia**ENERGINET**
SystemansvarEnerginet
Tonne Kjærvej 65
DK-7000 Fredericia+45 70 10 22 44
info@energinet.dk
VAT no. 39 31 49 59Date:
December 12, 2022Author:
JUI/JUI

Have entered into the following

AGREEMENT ON THE SUPPLY OF BALANCING SERVICES WITHOUT ENERGY SUPPLIES

1. Introduction

This Agreement constitutes the overall regulation of the Parties' rights and obligations in connection with the supply of ancillary services. By signing this Agreement, the Supplier undertakes to fully comply with the requirements set out in this Agreement and its appendices at any given time.

2. Documents

This Agreement consists of the following documents:

- Agreement on the supply of balancing services without energy supplies (this document)
- Appendix 1: Ancillary services to be delivered in Denmark - Tender conditions

3. Area

The Supplier is a provider of balancing services without energy supplies in the following areas (tick one or two box(es)):

	DK1	DK2
Area		

4. Services

The Agreement comprises the following services: FCR in DK1 as well as FFR and FCR-D in DK2.

The Supplier must be prequalified to provide these services, cf. Energinet's regulation "Prequalification of units and aggregated portfolios". The volumes that the Market Participant can offer to the market is determined during the prequalification process.

5. Payment

Settlement is effected via Energinet's settlement partner eSett. Fees are payable in accordance with the applicable rules at eSett, and a separate contract is prepared for this between the Market Participant and Energinet's settlement partner eSett.

Moreover, procurement and settlement etc. are subject to the provisions in Appendix 1 "Ancillary services to be delivered in Denmark – Tender conditions".

6. Provision of security

Credit rating and provision of security must be done in accordance with Energinet's regulation C1.

7. Assignment

The Supplier must not assign, neither in full nor in part, any contractual rights or obligations under this Agreement without Energinet's written consent.

8. Other agreements and guidelines

Energinet's guidelines and regulations in force at any time form an integral part of this Agreement.

Energinet reserves the right to unilaterally change such guidelines and regulations. Energinet will submit any material amendments of guidelines and regulations to public consultation at reasonable notice.

The information provided by the Supplier is subject to confidentiality if they are considered to be commercially confidential, see, however, the rules laid down in the Danish Public Records Act and the Danish Environmental Information Act.

Energinet's regulations in force at any time describe in detail the rules for the Supplier's communication with Energinet in connection with the submission of bids.

9. Responsibility

Energinet is not liable if emergency procedures have been initiated in the event of a breakdown of communication between Energinet and the Market Participant and the fault does not lie with Energinet.

10. Breach

In the event of a material breach, for example non-payment and non-provision of security, Energinet is entitled to terminate this Agreement without further notice.

In the event of the Supplier's liquidation, moratorium, reorganisation, bankruptcy, or other insolvency proceedings, Energinet is entitled to terminate this Agreement without further notice.

11. Termination

The Supplier may terminate this Agreement to expire on the last day of any month by giving Energinet 14 days' written notice.

Energinet may terminate this Agreement to expire on the last day of any month by giving the Supplier 14 days' written notice. The termination must be justified by legislation or material changes to the trading structure in the Danish electricity market.

Energinet shall publish the termination of this agreement on www.energinet.dk.

12. Disputes

Any disputes, that arise in relation to this agreement and cannot be settled by the Parties by joint negotiation, must be settled in accordance with the provisions in section 2.6. of Energinet's 'Ancillary services to be delivered in Denmark - Tender conditions', which is incorporated in this agreement as Appendix 1B.

13. Signature

This Agreement is effective from (insert date):

This Agreement has been executed in two (2) duplicate originals, one for the Market Participant and one for Energinet.

Place:

Date:

Place:

Date:

Energinet
Kia Marie Jerichau
Director of Flexibility and
Balancing

Company name name
Name, Surname