

Notice

The document does not in any case represent a firm, binding or definitive TSOs position on the content. This version is released on behalf of the involved TSOs only for the purposes of the public consultation on the Harmonised Allocation Rules. In addition, please note that this template may be amended by respective Allocation Platform to consider processes the Allocation Platform is responsible for and to reflect decision of the Allocation Platform on entering into contract related to these processes under the Participation Agreement or under separate agreements.

Participation Agreement

between

[Full name of the Allocation Platform, address]

hereinafter referred to as the “**Allocation Platform**”

and

[Full name of market participant, address]

hereinafter referred to as the “**Registered Participant**”

referred to individually as a “**Party**” or together as the “**Parties**”

agree as follows:

Article 1 – Declarations of the applicant

1. With the delivery of this validly signed Participation Agreement including the duly completed Attachment 1, the Registered Participant declares that it has full and complete knowledge of the "Allocation Rules for Long Term Capacity Allocation" (hereinafter referred to as the **Allocation Rules**) which are published on the website of the Allocation Platform and any agreed additional rules in accordance with Article 4 (hereinafter referred to as the **Additional Rules**).
2. The Registered Participant unconditionally accepts the Allocation Rules and any agreed Additional Rules as published by the Allocation Platform as a whole including future amendments.
3. The Registered Participant warrants to the Allocation Platform that:
 - a. the information set out in Attachment 1 is true, accurate and complete in all material respects;
 - b. in the case of a Registered Participant that is not a natural person, it is duly incorporated and validly existing under the laws of its country of incorporation;
 - c. it has full power and authority to enter into and perform this Participation Agreement and all necessary action has been taken by it to authorise entry into and performance of this Participation Agreement.

Article 2 – Entry into force and term

1. This Participation Agreement enters into force on the date of signature by the Allocation Platform.
2. Each Party undertakes with the other Party to comply with and to perform its obligations in accordance with and subject to the Allocation Rules and agreed Additional Rules.
3. This Participation Agreement is valid for an indefinite period of time and can be terminated according to Article 71 of the Allocation Rules for the allocation of Long Term Transmission Rights and according to any agreed Additional Rules.

Article 3 – Framework contract

The Participation Agreement creates a framework contract between the Allocation Platform and the Registered Participant for the allocation of Long Term Transmission Rights and any other process for which this Agreement may apply in accordance with Article 4 below. The Allocation Rules constitute an integral part of this framework contract and therefore are the contractual basis for the allocation of Long Term Transmission Rights.

Article 4 – Agreement on additional rules

The Parties may agree on Additional Rules about their rights and obligations, not regulated by the Allocation Rules, including but not limited to the participation in day-ahead explicit allocation or any fall-back process for day-ahead implicit or intraday explicit allocation or additional financial terms. Such agreement shall become effective by a declaration of the Registered Participant in Attachment 1 of this Agreement upon which the Registered Participant accepts the Additional Rules for such additional process as a whole including future amendments. These Additional Rules shall be published on the Allocation Platform’s website or attached to the Participation Agreement.

Article 5 – General

1. This Participation Agreement and the Allocation Rules shall be governed by and construed in accordance with the laws of [...].
2. The [any Additional Rules] shall be governed by and construed in accordance with the laws of [...].
3. If any provision of this Participation Agreement is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of any competent authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Participation Agreement which shall continue in full force and effect.

Signatures

<p>The Allocation Platform</p> <p>Name: Date: Place:</p> <p>Signature: _____</p>	<p>The Registered Participant</p> <p>Name: Date: Place:</p> <p>Signature: _____</p>
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Attachments:

Attachment 1: Submission of information

Attachment 2: List of TSOs per border represented by the Allocation Platform

Attachment XX: [other specific agreement between the Allocation Platform and the Registered Participant in accordance with Article 4]

Attachment 1**Submission of information****1. General information**

Required information	Information submitted by Market Participant
(a) Name and registered address of the Market Participant	
(b) General contact details (email, facsimile and telephone number) of the Market Participant for notifications in accordance with Article 73 of the Allocation Rules	
(c) If the Market Participant is a legal person, an extract of the registration of the Market Participant in the commercial register of the competent authority	
(d) Contact details and names of persons authorised to represent the Market Participant and their function	
(e) VAT registration number*	
(f) Taxes and levies to be considered for invoices and collateral calculations (the Registered Participant shall provide as attachment to the Participation Agreement a note explaining which taxes and levies should be considered by the Allocation Platform)	
(g) Energy Identification Code (EIC);	
(h) Bank account information for payment to the applicant to be used by the Allocation Platform for the purposes of Article 64 paragraphs 8 and 9 of the Allocation Rules	
(i) Financial contact person (credit cover, invoicing and payment issues) and their contact details for notifications where required in the Allocation Rules;	
(j) Commercial contact person and their contact details (email, facsimile and telephone number) for notifications where required in the Allocation Rules	
(k) Operational contact person and their contact details (email, facsimile and telephone number) for notifications where required in these Allocation Rules	

*) EU Value Added Tax number according to Directive 2003/92/EC

2. Additional declarations for Allocation of Long Term Transmission Rights

Additional declarations	Indicate Yes/No
The Registered Participant will not participate in Auctions and will only participate in transfer of Long Term Transmission Rights.	
The Registered Participant wishes to open a dedicated Business Account for the purposes of credit cover and payments in the framework of Article 64 paragraphs 8 and 9 of the Allocation Rules.	

3. Declarations for other processes and Additional Rules

The Registered Participant accepts in addition the following Additional Rules in accordance with Article 4 of this Agreement:

Name of the Additional Rules	Declaration of acceptance [Indicate Yes/No]
[Respective rules as the daily Allocation Rules]	
[other rules]	

Attachment 2
List of TSOs per border represented by the Allocation Platform

Attachment XX: [other specific agreement between the Allocation Platform and the Registered Participant in accordance with Article 4]