

## **Standard Balancing Agreement No. \_\_\_\_\_**

This agreement (hereinafter referred to as the “**Agreement**”) is entered into by and between [TSO] (hereinafter referred to as “**TSO**”), represented by \_\_\_\_\_, acting in accordance with the \_\_\_\_\_, on one side,

and [Network User] (hereinafter referred to as the “**Network User**”) represented by \_\_\_\_\_, acting in accordance with \_\_\_\_\_, on the other side

hereinafter each shall be individually referred to as the **Party** and jointly as the **Parties**, on the basis of the application to acquire the rights to balance the inputs against the off-takes in the common balancing zone submitted by the Network User to the TSO, enter into the Agreement:

### **Clause 1 Terms and definitions**

Unless otherwise defined in this Agreement, all terms in this Agreement shall be understood as they are used within the meaning of the balancing rules “*Common Regulations for the Natural Gas Balancing of Transmission System*” (hereinafter referred to as the “**Regulations**”).

### **Clause 2 Subject Matter of the Agreement**

The Agreement shall determine the general access conditions to the common balancing zone for the Network User and the legal relationship with the TSO with detailed rights and obligations with regard to ensuring the balancing of the transmission system, settlements, exchange of information described in the Regulations.

### **Clause 3 Contractual documents**

- 3.1 The Regulations shall constitute an integral part of the Agreement.
- 3.2 This Agreement and the Regulations constitute the entire agreement between the Parties with respect to the subject matter of the Agreement.
- 3.3 In the event of discrepancies between the provisions of this Agreement and the provisions of the Regulations, the provisions of the Regulations shall prevail.
- 3.4 The Network User acknowledges being fully aware of any and all contractual provisions applicable under this Agreement and being bound to comply therewith.

### **Clause 4 Validity Period, Amendment and Termination of the Agreement**

- 4.1 This Agreement shall enter into force upon mutual signature of the Agreement by the Parties and after fulfilment of obligations related to collaterals as provided in the Regulations.
- 4.2 The Agreement is concluded for an indefinite period of time.
- 4.3 The Agreement may be terminated under the conditions and situations described in the Regulations.

### **Clause 5 Dispute settlement**

Any disagreements and disputes arising in relation to the implementation of this Agreement and the Regulations shall be settled in accordance with the conditions and procedures described in the Regulations.

**Clause 6**                      **Severability**

Should any provisions of the Agreement become void or invalid, the validity of the remaining provisions of this Agreement shall remain unaffected insofar it does not contradict the Regulations.

**Clause 7**                      **Other provisions**

- 7.1      The Parties are not entitled to transfer or assign any of their obligations under the Agreement to any third party, unless in situations provided explicitly by law or request of a relevant authority. The TSO shall have a right to transfer the Agreement, including all of its rights and obligations under this Agreement, to a legal entity that is jointly owned and authorised by the transmission system operators of the common balancing zone to be responsible for commercial balancing zone on their behalf. The TSO shall announce such transfer with a notice of at least three months.
- 7.2      The Parties shall, within three working days after the conclusion of the Agreement, notify each other of persons authorised to perform the obligations stipulated in this Agreement and their contact details and shall immediately inform of any changes in this information during the validity period of the Agreement.
- 7.3      The Agreement has been executed in English on \_\_\_ (\_\_\_) pages and signed in two copies. Both counterparts of the Agreement have the same legal effect.