

# GOPACS Product Conditions

# GOPACS

grid operator platform for congestion solutions



**GOPACS PRODUCT CONDITIONS** of **GOPACS Foundation**, located in (6812 AR) Arnhem at Utrechtseweg 310 M01. These product conditions can also be found on the GOPACS website:

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## Version management

Version	Date	Description
1.0	11-2020	First version of product conditions
2.0	9-5-2023	Update product conditions with the CBC product and changes following ACM Code decision congestion management dated 25-05-2022
3.0	02-10-2024	Overall update and adjustment of the structure of the product conditions, addition of topics "locking" and "duration of stay of orders" to the redispatch product, removal of provisions which are no longer relevant to the product conditions and addition of additional provisions in the context of BritNed.

## Terms and definitions

In these GOPACS Product Conditions ("**Product Conditions**"), the following definitions shall apply:

- **GOPACS General Conditions:** the general conditions as amended from time to time and which apply to the use of the GOPACS Platform.
- **Buy Order:** a bid Redispatch whereby the User offers to purchase more electricity or produce less electricity on a specified connection than stated in the forecast for that connection.
- **Capacity Limitation:** situation in which a User waives the use of its (contracted) transmission capacity during an agreed period at the request of grid operator. Legal product defined in Annex 12 of Grid Code Electricity.
- **Congestion Area:** a defined area where there may be or is a shortage of available transmission capacity and the system operator has placed a (pre-)announcement.
- **Clearing Price:** the price of a Buy or Sell Order stated by the CSP.
- **Cross-platform:** the ability to combine bids from different portals on GOPACS (e.g. Trading Platform) to solve a transport problem.
- **User:** a CSP offering adjustable power on GOPACS on behalf of one or more connected parties in the form of Redispatch or Capacity Limitation. Or a connected party offering adjustable power on GOPACS in the form of a Capacity Limitation.
- **GOPACS:** the Stichting GOPACS (*Grid Operators Platform for Congestion Solutions*), established at (6812 AR) Arnhem at Utrechtseweg 310 M01 which intends to convert it into a private limited company; After conversion, this definition shall be amended as follows: GOPACS B.V.

(*Grid Operators Platform for Congestion Solutions*), based at (6812 AR) Arnhem at Utrechtseweg 310 M0.

- GOPACS Platform: the platform/website of GOPACS.
- GOPACS Products: products offered through the GOPACS platform.
- Trading platform: a continuous electricity trading platform with which GOPACS collaborates and on which CSPs can place a Buy Order or Sell Order.
- Portal: the channels allowing the User to offer adjustable power on the GOPACS platform.
- Redispatch: modification of generation and/or load inputs on connections as a result of activation of one or more Buy Order(s) and one or more Sell Order(s), as further defined in article 3.1 of these Product Conditions., for the purpose of resolving congestion in the grid Statutory product defined in Annex 11 Electricity Grid Code.
- Market Message: a message from a Grid Operator to the market in response to an anticipated or observed congestion situation requesting (potential) Users to offer adjustable power.
- Grid Code Electricity: the decision of the National Regulatory Authority 'Authority Consumer and Market' of 21 April 2016, reference ACM/DE/2016/202151, laying down the conditions referred to in Article 31 of the Electricity Act 1998 and last amended by Decision of the ACM of 24 May 2022 or any regulation or decision that replaces this decision.
- Grid Operator: each of Liander N.V., Enexis Netbeheer B.V., Stedin Netbeheer B.V., TenneT TSO B.V., Rendo N.V., Coteq Netbeheer B.V., or Westland Infra Netbeheer B.V. individually and jointly "**Grid Operators**".
- Order: a Sell Order or Buy Order
- Order-attributes: information an Order contains to be applied for congestion management through GOPACS, e.g. location (EAN). Orders used by GOPACS contain mandatory attributes, conditional attributes and optional attributes.
- Order-Locking: the short-term reservation of one or more Orders on a Portal immediately prior to the Activation thereof for a specific Redispatch.
- Sell Order: a Redispatch bid whereby the User offers to purchase less electricity or produce more electricity on a specified connection than specified in the forecast for that connection.
- Spread: the price difference between one or more Buy Order(s) and one or more Sell Order(s) which determines the cost to the Grid Operator linked to congestion resolution.

- Consent platform: a platform that provides a data subject, in this case a Connected party that is a natural person, with the technical functionality to give consent to one or more parties to process his or her specific personal data, and withdraw their consent.
- Transmission Problem: if the grid security process with a Grid Operator results in exceeding the safely permissible transmission upon the operations criteria f Transmission Problem will apply.

For the purposes of these Product Conditions, the terms and associated definitions from the Electricity Terms Code shall apply, unless otherwise provided on the basis above.

## 1 General

These GOPACS Product Terms and Conditions cover the use of Redispatch and the call of Capacity Limiting Products on the GOPACS Platform. The following Grid Operators will participate: Liander N.V., Enexis Netbeheer B.V., Stedin Netbeheer B.V., TenneT TSO B.V., N.V. Rendo, Coteq Netbeheer B.V. and Westland Infra Netbeheer B.V. (together referred to as "**Grid Operators**") united in Stichting GOPACS.

Stichting GOPACS operates the GOPACS IT Platform in order to facilitate the exchange of data among and between Grid Operators and commercial market platforms, and enable the use of Orders from Users for Congestion Management purposes.

### 1.1 Use of GOPACS Platform

1. All copyrights and other intellectual property rights relating to the GOPACS Platform, including the products in accordance with these Product Conditions are owned by GOPACS. The User and other Users hereof acknowledge these rights and warrant that they will refrain from any infringement thereof, including making copies of other than technical copies necessary in order to use the GOPACS Platform.
2. The GOPACS Platform contains hyperlinks to other websites/platforms maintained by third parties. GOPACS has no influence whatsoever on the information, products and services shown on those websites and accepts no liability for any loss or damages arising in any way from the use of these websites.

### 1.2 Applicability of Product Conditions

1. These Product Conditions apply to every agreement between GOPACS and a User that is drawn up by registration of the User on the GOPACS Platform.
2. Deviations from these Product Conditions will only be effective if they have been agreed in writing between GOPACS and the User.
3. GOPACS reserves the right to amend these Product Conditions. The latest version of the Product Conditions will in all cases be published and available on the GOPACS website (<http://en.gopacs.eu/>).

## 2 Participating in Congestion Management

These Product Conditions describe the requirements and specifications for participating in the congestion management products "Redispatch" (in accordance with Annex 11 Dutch Grid Code

Electricity) and "Capacity curtailment" (in accordance with Annex 12 Dutch Grid Code Electricity) via the GOPACS platform. This chapter describes the general provisions for these products.

## 2.1 Establish congestion and market report

A Grid Operator identifies any congestion within its area and seeks a solution to this congestion problem through GOPACS. The Grid Operator may choose to call bilateral contracts with network users for a Capacity Limitation via GOPACS, as well as to enter this congestion on the GOPACS Platform in order for a Redispatch to be performed. For the purpose of obtaining Buy and Sell Orders for that Redispatch, a Market Message will be issued from the GOPACS Platform via the GOPACS website [www.gopacs.eu](http://www.gopacs.eu).

## 2.2 Managing EAN codes on GOPACS

EAN18 codes that Users wish to use for GOPACS products must be registered in the GOPACS Platform. Registration must be carried out according to the instructions at <https://en.gopacs.eu/join-gopacs/>. The new EAN codes will be processed by the Grid Operators within ten working days of registration on the GOPACS Platform. Processing includes collecting additional information about the connection such as the connecting Grid operator, and investigating the electrical impact of the location on specific network elements. In addition, the EAN18 codes provided will be checked against the pre-qualification criteria, as stated in the document "CSO Recognition procedure document" published on the TenneT website. Only after this initial registration of an EAN code can the Orders actually be used for GOPACS products by the Grid Operators.

### 2.2.1 Power of attorney

GOPACS only provides administrative services within the framework of the Agreement on the basis of a power of attorney given by a User to GOPACS (Section 3:60 of the Dutch Civil Code(DCC)). - only administrative services within the framework of the Agreement. GOPACS is also responsible for processing and keeping records of the Orders and ultimately for payment of the funds. GOPACS does not initiate any cash flows itself.

## 2.3 Validation process

The Grid Operators use measurements – which the Grid Operator already obtains through the party responsible for measurement for implementation of the allocation processes – of the EAN18 codes specified and, if applicable, forecasts to test the supply in accordance with the procedure specified in the Electricity Grid Code.

If the validation process concludes that a CSP has not complied with the obligations of a Product, this is addressed directly to the User by the relevant Grid Operator in accordance with the Electricity Grid Code, whereby the Grid Operator can seek redress from the User for non-compliance of the obligations.

## 2.4 Financial settlement of product on GOPACS

The financial settlement of Products on GOPACS takes place between Users and the Grid Operators, if relevant with the involvement of the Portal where the Order was entered, further described in chapters 3 and 4. GOPACS will never have funds of Users at its disposal.

## 2.5 Technical link with GOPACS

GOPACS is entitled to make changes to the API links. Where changes are of such a nature that already existing links have to be adjusted (so-called 'breaking changes'), reasonable notice will be given and a reasonable transition period will be observed.

GOPACS reserves the right to deviate from the above in emergency situations or in the event of major security risks.

## 3 The Redispatch product

This chapter describes the requirements and specifications for the Redispatch product. The Redispatch product can be offered through different Portals. Chapter 3.1 describes the generic provisions that apply independently of the Portal, chapters 3.2, 3.4, **Fout! Verwijzingsbron niet gevonden.** describe additional provisions for the various Portals.

### 3.1 Generic provisions

#### 3.1.1 Definition Redispatch

A Redispatch is a combination of one or more Order(s) (one or more Buy Order(s) and one or more Sell Order(s)). To qualify as a Redispatch, the combined Orders must collectively match in volume per PTE. The price difference between the Buy Order(s) and the Sell Order(s) (the "Spread") concern the resulting costs for the Grid Operators

The User placing Orders must comply with the requirements of the Electricity Grid Code.

#### 3.1.2 Features Redispatch

- To participate in Redispatch (in accordance with Annex 11 of Electricity Grid Code), the relevant User must be recognised as a CSP (see the document "CSO Recognition procedure document", via TenneT's website).
- CSPs can submit an Order through any of the GOPACS affiliated Portals.
- With due observance of the relevant provisions of these Product Conditions, the Grid Operators will select and combine one or more Order(s) with one or more Counter-Order(s), thus creating a Redispatch. Orders may originate from multiple Portals (Cross-platform).
- Grid Operators will only execute an activation request of Orders from Portals after these Orders on the Portals have been briefly 'locked' to ensure that all Orders part of the specific Redispatch shall be successfully activated. During the period when an Order is locked, an Order cannot be changed or deleted by a User or selected as part of the solution for another Transport Problem.
- Taking into account the Order attributes given by the User, GOPACS may, using the Order selection algorithm for resolving congestion, call an Order in full or in part. Only Orders with an indication of the supply location can be combined into a Redispatch. The supply location is provided by the relevant User by stating an EAN18 code in the Order, which refers to a connection to the Dutch electricity network.
- There are no minimum or maximum prices or volumes as regards Orders. It is for the Grid Operator to determine whether an Order is efficient in solving the Transmission Problem.



### 3.1.3 Agreement of Redispatch

Redispatch will be prepared via the GOPACS Platform by one or more of the Grid Operators subject to the following principles:

- When combining Buy Order(s) and Sell-Order(s), Grid Operators will take into account identified transport restrictions and ensure that a specific Redispatch will not worsen or increase other transmission restrictions;
- With due observance of the foregoing, Grid Operators will seek to execute a Redispatch that solves the congestion identified at the lowest possible cost. Grid Operators will consequently look for Buy Order(s) and Sell Order(s) that result in the smallest Spread, taking into account the effectiveness of the location of the Orders for resolving the congestion.
- Submitted Orders from multiple Portals are combined by GOPACS Platform to solve a Transmission problem, taking into account the conditions as set out in previous bullet points.

### 3.1.4 Partial clearing of Orders

In principle, Orders submitted for Redispatch are so-called limit Orders and are therefore partially callable. 'Partial' clearing of Orders takes place in accordance with the rulebook of the relevant Trading Platform. To be clear: If an Order is 'partially' cleared for Redispatch, the remaining volume remains available on the Trading Platform according to the rules of the relevant Trading Platform.

It is only allowed to apply 'limited partial callability' for units that cannot or partially be called for upward or downward activation.

- The application of 'all-or-none' is only allowed for units that have a technical limitation for facilitating limit Orders, either in the power generating unit or demand unit, or in the coupled production process; *(to the extent that the technical limitation stems from the lack of remote control capability, this is only allowed for units that are defined as 'existing units' according to section 14 of the Electricity Grid Code).*
- To be allowed to apply 'all-or-none', a CSP must submit a declaration to the Grid Operator for this purpose, in which the CSP indicates and explains the technical limitation.
- If the technical limitation no longer applies to the unit, the CSP should notify the Grid Operator and the option for using 'all-or-none' will be removed.
- If the unit to which a technical limitation applies is part of an aggregated Order within GOPACS, the possibility of applying 'all-or-none' is removed.

CSPs wishing to use this option must demonstrate to the relevant Grid Operator for each connection point that they meet the above conditions. It is up to the Grid Operator to give explicit permission for this.

### 3.1.5 Minimum duration of stay of Orders

GOPACS requires a minimum length of duration for the unique Orders submitted by the Users via the Portals for the purpose of the Redispatch product. Any change to a previously submitted Order by the User, a change to the price or volume, shall be considered by GOPACS as a new unique Order and the minimum length of duration shall restart again.

The determination of the minimum length of duration of Orders on Portals connected to GOPACS is linked to the lead time of the Redispatch process on GOPACS which consists of the following steps:

- Retrieval by GOPACS of available Orders at Portals;
- Selecting Orders for the congestion problem by the selection algorithm of GOPACS;
- Validation of the selected Orders by the Grid Operator;
- Checking the availability of Orders on Portals prior to the activation process.
- Request to Portals to lock the selected Orders;
- Request of GOPACS to activate the locked Orders.

The minimum length of duration is set out in the annex of the Product Conditions. The reason for applying a minimum length of duration is that Order that are withdrawn or changed by the User during the duration of the Redispatch process shall not be part of the Redispatch solution. If this occurs, the Redispatch solution will be rejected to prevent the occurrence of so-called 'open positions' in which the combined Sell and Buy Orders collectively no longer match in terms of volume per PTE and to prevent a Redispatch solution for which no longer can be determined to which extent the congestion problem has been solved by the absence of these Orders.

After a Redispatch solution is rejected, a new Redispatch solution must be determined with the still available Orders. To prevent repeated rejection of Redispatch solutions, a minimum duration of stay of Orders is required.

The following methodology and conditions regarding the minimum length of duration of Orders is adopted:

- GOPACS sets the minimum length duration of Orders based on the lead time of the Redispatch process on GOPACS platform and GOPACS communicates the minimum dwell time to Users;
- GOPACS periodically evaluates whether the minimum length of duration still matches the lead time of the Redispatch process and will communicate changes regarding the minimum duration of stay to Users;
- Users should adhere to the minimum length of duration of Orders specified by GOPACS;
- In case the minimum length of duration is not applied by the User, the User will be informed;
- In case the minimum length of duration is not met and results in Grid Operators not being able to realise a successful Redispatch solution, Grid Operators are authorized to disable the relevant Grid Connections on which the User submits these Orders (as a result of which these Orders can no longer be selected for solving the congestion problem and the Grid Operator can realise a successful Redispatch solution with the remaining Orders);
- Re-enabling the relevant Grid Connections will take place in consultation with the User;

### **3.1.6 Order attributes**

The Orders used by GOPACS contain mandatory attributes, conditional attributes and optional attributes.

- The mandatory and conditional attributes are used when applying market-based and non-market-based congestion management as defined in the Electricity Grid Code (Annex 11).
- The mandatory attributes should always be filled in by the User. The mandatory attributes are:
  - the price in €/MWh;
  - the location with EAN code(s);
  - power in MW per imbalance settlement period;
  - the direction (Buy/Sell);

- the delivery period in imbalance settlement period(s);
- whether the Order was submitted under market-based or non-market-based congestion management.
- The conditional attributes refer to the situation where non-market-based congestion management is applied and must be completed in case this regime applies. The conditional attributes are:
  - With which type of unit flexible power is provided.
- The optional attributes are aimed at facilitating the User to specify additional information regarding the use and handling of the Order. The optional attributes are:
  - Contract reference in case the order needs to be linked to a specific contract
  - Usage Fraction

## Validation of Order attributes

- The following is out of scope of GOPACS validation; the validation (syntactic and semantic) of Order attributes on the Portal where they are initially deposited and the feedback of the result to the User.
- GOPACS performs its own validation of the Order attributes retrieved from various Portals.
- In case an Order is rejected based on the validation, the Order is not included in the determination of the Redispatch solution
- No direct feedback is provided by GOPACS to the User in case an Order is rejected.
- In case of obligations of the User for the provision of Orders, the result of validation is transmitted to the relevant Grid Operators
- When validating optional attributes, in case an optional attribute is rejected, this attribute is ignored by GOPACS without resulting in direct rejection of the Order.

## Examples:

*If the attribute 'Grid operator contract reference' is rejected, this attribute will be passed as being unfilled and the Order is processed and handled in the standard way.*

*If the attribute 'Usage Fraction' is rejected, this attribute will be passed as being unfilled and the fixed Usage Fraction of the relevant Grid Connection will be applied if specified by the User*

### **3.1.7 Commitment to Redispatch**

By using the GOPACS Platform and designating an Order as suitable for inclusion in a Redispatch, the User accepts that it is bound by an Order accepted by the Grid Operators. Users will also execute an Order if it has been offered on a Trading Platform, subject to the conditions of the relevant Trading Platform. Users hereby authorize the Grid Operators to accept Orders on their behalf in so far as this leads to the creation of a Redispatch and is in accordance with these Product Conditions and the GOPACS General Conditions. Where an Order is activated by a Grid Operator for the purposes of Redispatch, the following applies:

1. The User is obliged to supply or purchase the altered volumes within the agreed programme time unit (PTE) at the location of the stated EAN code for the Orders.
2. This supply is relative to their planned feed-in or purchase at the location at the time the Order is called as indicated by means of the Forecast. The planned feed-in or purchase is the Forecast

(>1MW) for the connection, if available for the connection, or the '*generation and load schedule*' according to EU legislation<sup>1</sup>. If an Order for a connection has been called as part of a Redispatch, the feed-in or purchase at the connection for the supply period may no longer be changed in the opposite direction of the call: if a Sell Order is called, the feed-in must not be increased or the purchase reduced. If a Buy Order is called, the feed-in must not be increased or the purchase reduced. Changes in the same direction as the call are permitted.

3. The full power of the called order is expected to be available from the start of the supply period. This means that any time required to actually supply or reduce the called power must fall outside the supply period. After the Order is called, the connected party is responsible for updating the Forecast.

*For example: According to the planning, a connection must produce 2 MW between 14:00 and 15:00 (i.e. 2 MWh). A CSP places a Buy Order for 1 MW for the same period on the Trading Platform, including the EAN code for that connection. This Order is subsequently called fully in a Redispatch. The CSP is now obliged to feed in a maximum of 1 MW (2MW planned – 1 MW Buy Order) during the supply period, a maximum of 0.25 MWh per PTE for this connection. However, the CSP is permitted to feed less than 1 MW into the grid.*

## 3.2 Additional provisions for Redispatch Orders through Trading Platforms

### 3.2.1 Settlement (*clearing*) of Redispatch Orders via Trading Platforms

A Redispatch will be executed through the GOPACS system where the Buy and Sell Orders will be passed on to a Trading Platform where the conditions of the Trading Platform will be accepted. The financial settlement of a Redispatch will in principle take place via the relevant Trading Platform.

### 3.2.2 Price on *clearing* Order via Trading Platform as part of a Redispatch

The Clearing Price is paid according to the *rulebook* of the relevant Trading Platform. For the sake of clarity, if an Order is *cleared* as part of a Redispatch, the concerned CSPs will receive or pay the price of their Buy Order(s) and/or Sell Order(s) multiplied by the called volume (MWh) of the Order. If more power is supplied than agreed in the accepted Order(s), the excess will not be paid by the Grid Operator.

### 3.2.3 Payment of activated Redispatch Orders through Trading Platforms by Network Operators

The Grid Operators will comply with the agreed *settlement conditions* as stipulated in the market and clearing rules of the Trading Platform. All *activated Orders belonging to a Redispatch* (clause 3.3) will be paid via the Trading Platform, whereby the specified price in the Order will be settled with the CSP that placed the Order, and the (relevant) Grid Operator(s) will on balance pay the resulting Spread between the activated Buy and Sell Orders to the Trading Platform.

During the registration process of a connection to GOPACS, the CSP must indicate the Trading Platform via which the Order linked to the EAN code will be placed. Among other things, CSPs must provide the following data to the Trading Platform, GOPACS and Grid Operators:

- Order details of their Order, including EAN18 code and power delivered;
- Contact details, including name, phone number and e-mail address

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<sup>1</sup> Laid down, *inter alia*, in the System Operations Guid Lines, CACM and GLDP.

### **3.2.4 Nomination of Orders through Trading Platforms as part of a Redispatch**

Nomination of Orders as part of a Redispatch takes place according to the *market rules and clearing rules* of the relevant Trading Platform. This means that the general rules, processes and arrangements for trade nomination of the relevant Trading Platform apply in full.

### **3.3 Additional provisions for Redispatch Orders through BritNed**

Additional provisions apply to redispatch Orders offered at delivery location on the BritNed connection:

#### **3.3.1 Validation of delivery for Redispatch Orders via BritNed**

Validation of delivery for Orders using the BritNed connection as a delivery location is done on the basis of BritNed participant nominations collected by GOPACS from BritNed. This process is in line with the validation process for delivery at physical locations in the Netherlands, as described in paragraph [2.3 Validation process](#) of the Product Conditions, with the difference that the nominations at the time of call and/or market demand are used as the equivalent of the Forecast, and the final nomination as the equivalent of metering data.

#### **3.3.2 Enforcement in case of non-delivery**

In case of non-delivery by a CSP of Redispatch Orders using the BritNed connection as a delivery location, a warning will follow. In case of repeat non-delivery, GOPACS reserves the right to temporarily suspend the CSP from bidding Redispatch Orders using the BritNed connection as a delivery location through GOPACS-connected Portals.

### **3.4 Additional provisions for Redispatch Orders through ROP**

Orders of the Reserve Capacity Other Purposes (ROP) product offered by CSPs directly to TenneT may eventually be selected by Grid Operators via GOPACS for use for the Redispatch product on GOPACS. Once these Orders become available for selection on GOPACS, they can be used by all Grid Operators for the purposes specified in the Electricity Grid Code. Bidding by the CSPs, use by the Grid Operators, and the physical and financial settlement of activated Orders of these ROP Orders will take place according to the prevailing Conditions and Product Specifications Reserve Power Other Purposes, to be found on TenneT's website.

## **4 Capacity limitation product**

To participate in the Capacity Limitation (in accordance with Annex 12 Dutch Electricity Grid Code), a User must be registered with GOPACS. A User can be either a CSP or a connected party.

The GOPACS Platform provides a functionality to facilitate part of the messaging intended for the deployment of a Capacity Limitation between User and Grid Operator and among Grid Operators. For this purpose, Grid Operator and User should agree on a Capacity Limiting contract as referred to in Annex 12 of the Electricity Grid Code.

To make use of this functionality, the User must register the relevant connection and associated contract information in GOPACS. If User is a CSP that has concluded a Capacity-limiting contract with the Grid Operator on behalf of Connected Party, the data must be checked against the pre-qualification criteria, as stated in the document "CSP Recognition procedure", published on TenneT's website.

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After registration, the User may receive the call data for a Capacity Limitation for the relevant connection(s) via the GOPACS Platform. The GOPACS Platform provides the option for User to confirm receipt of this call data to Grid Operator.

This functionality only provides for the messaging aimed at calling a Capacity Limitation. The financial settlement is not effectuated through GOPACS but will take place in accordance with the conditions as stipulated in the capacity limitation contract between the Grid Operator and the User.

Providers are not necessarily CSP accredited, but must go through GOPACS registration (see GOPACS Registration Guide at <https://en.gopacs.eu/documentation/>).

If the connection operates through a CSP, it must be prequalified. If the Connected Party enters into the contract directly with the Grid Operator, that connection will not be prequalified as such, but it will be registered in GOPACS.

All terms and conditions, including financial settlement, run outside GOPACS, and are outlined in the Capacity limiting contract.

## **Annex 1 to the Product Conditions**

### **Minimum duration of stay Orders**

GOPACS requires a minimum length of duration for Orders submitted by the Users via the Portals for the purpose of the Redispatch product. The minimum length of duration is currently fixed at 5 minutes and will be reviewed periodically.