

# IDCONS Product Terms & Conditions



VERSION 1 - 2022-02-01



**IDCONS PRODUCT TERMS & CONDITIONS** of **Stichting GOPACS**, having its registered office at Utrechtseweg 310 M01 in 6812 AR Arnhem, The Netherlands. These Product Conditions are also available on the [GOPACS website](#).

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## 1 General

These IDCONS Product Terms & Conditions relate to the use of Intra-day congestion spreads ("**IDCONS**"). The following grid operators will participate: Liander N.V., Enexis Netbeheer B.V., Stedin Netbeheer B.V., TenneT TSO B.V. and Westland Infra Netbeheer B.V. (jointly 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 bids from Users for congestion management purposes. The Congestion Management Portal operated by GOPACS also gives Users the possibility of placing Orders without having their own account on a Trading Platform.

## 2 Definitions

In these IDCONS Product Terms & Conditions ("**Product Terms & Conditions**") the following terms are defined.

- **Connected Party:** an entity, being a natural person or legal entity, which has a connection to the electricity network with an EAN code.
- **GOPACS General Conditions:** the general conditions as amended from time to time and which apply to the use of the GOPACS Platform.
- **Aggregated Grid Connection (AGC):** For solving congestion, an AGC is treated as a special GOPACS Grid Connection with its own EAN, effectiveness and orders. An AGC consists of several Grid Connections.
- **BRP: *Balance Responsible Party*** is the party responsible for the programmes that determine how much electricity each connected party is expected to consume from or supply to the electricity network on a daily basis (the balance responsible party, formerly: the Programme Responsible Party).
- **Buy Order:** the order from a User to consume more electricity or generate less electricity than stated in the Energy Programme and Transport Forecast.
- **Congestion Area:** an area designated by the Grid Operators at any time and for a specific period, in accordance with Chapter 9 of the Electricity Network Code, where congestion occurs or is expected to occur.
- **Congestion Management Portal:** the GOPACS platform on which CP Participants can place an Order within a Congestion Area designated by the Grid Operators, or representatives appointed by them.
- **Clearing Price:** the price of an Order stated by the User.
- **CP Participant: Congestion Management Portal Participant,** being the legal entity of the participant that has been accepted as such by GOPACS and does not place Orders via a Trading Platform but via the Congestion Management Portal. This is not necessarily the entity of the Connected Party.
- **EAN code:** a unique number consisting of 18 digits referring to the connection of a Connected Party

- Energy Programme: the energy programme as defined in the Grid Code Electricity.
- User: a CP Participant or an HP Participant that offers orders for controllable power to GOPACS.
- GOPACS: the foundation GOPACS (*Grid Operators Platform for Congestion Spreads*), having its registered office at Utrechtseweg 310 (M01) in (6812 AR) Arnhem, The Netherlands.
- GOPACS Platform: the platform / website of GOPACS.
- Trading Platform: a continuous electricity trading platform which cooperates with GOPACS and on which HP Participants can place an Order.
- HP Participant: Trading Platform Participant, being the legal entity of a Participant that has been accepted as such by GOPACS and places Orders via a Trading Platform. This is not necessarily the entity of the Connected Party.
- IDCONS: *Intra-day congestion spreads*: the combination of a Buy Order and a Sell Order, as described in more detail in Article 4.1.
- Market Message: a message from a Grid Operator to the market in response to an identified congestion in which (potential) Users within a Congestion Area are asked to place an Order on a Trading Platform or via the Congestion Management Portal.
- Measurement Data: all data originating from a metering device (such as meter readings) or derived from same or used as such.
- Electricity Network Code: the decision of the Dutch Authority for Consumers and Markets of 21 April 2016, reference ACM/DE/2016/202151, setting the conditions referred to in Section 31 of the 1998 Electricity Act, or any regulation or decision replacing this decision.
- Grid Operator: each of Liander N.V., Enexis Netbeheer B.V., Stedin Netbeheer B.V., TenneT TSO B.V. or Westland Infra Netbeheer B.V. individually and jointly "**Grid Operators**".
- (counter)Order: a Buy Order or a Sell Order placed by a User. The Buy Order or Sell Order that is matched to the first-placed Order is activated the counter-Order.
- Sell Order: the offer from a User to consume less electricity or generate more electricity than stated in the Energy Programme and Transport Forecast.
- Spread: the difference between a Buy Order and a Sell Order, which difference, pursuant to these Product Conditions, will be paid by the Grid Operator(s) to the User that has placed the Buy Order or the Sell Order.
- Consent Platform: a platform that orders a data subject, in this case a connected party that is a natural person, the technical functionality to give consent to one or more parties to process their specific personal data and withdraw their consent.
- Transport Forecast: the (individual) transport forecast as referred to in the Grid Code Electricity.

## **3 The Process**

### **3.1 Identifying congestion and Market Message**

A Grid Operator identifies congestion within its area of responsibility and enters this congestion into the GOPACS Platform. The GOPACS Platform subsequently issues a Market Message via the [gopacs.eu](http://gopacs.eu) website.

### **3.2 Order**

Users can place an Order in response to a Market Message requesting for bids. An HP Participant does so via the Trading Platform and a CP Participant does so via the Congestion Management Portal. With due observance of the relevant provisions of these Product Conditions, the Grid Operators will attempt to match the Order with a counter-Order and thus create an IDCONS.

### **3.3 Clearing of IDCONS**

An IDCONS will be executed on a Trading Platform via the GOPACS system, subject the conditions of the Trading Platform. In principle, the financial settlement of an IDCONS will also take place via the relevant Trading Platform. With respect to CP Participants, the financial settlement of an IDCONS will take place between the CP Participant and the Grid Operator according to the methodology described in Article 4.6 of these Product Conditions. GOPACS will never have funds of Users at its disposal.

## 4 The IDCONS product

### 4.1 Definition of an IDCONS

An IDCONS is a combination of two Orders (a Buy Order and a Sell Order) and the Spread. In order to qualify as an IDCONS, the combined Orders must correspond in terms of start time and duration of the supply period. With due observance of the consent given by the provider of the order, GOPACS may decide independently whether an Order is fully linked to a counter-Order or only partially, so that the order combination can also consist of parts of the Order power (MW). The price of the Buy Order of an IDCONS is lower than the price of the Sell Order. The difference between the Buy Order and the Sell Order (the "Spread") will be paid by the Grid Operators. The combination of the Buy Order, the Sell Order and the Spread is an IDCONS. An IDCONS will be processed by GOPACS and passed on to a Trading Platform. Initially, GOPACS will only support *limit orders*, i.e., bids that are partially activated in terms of power.

### 4.2 Requirements for orders for IDCONS

- After prior registration of the relevant EAN code on the GOPACS Platform, a User can indicate whether its Order may also be used for IDCONS (in addition to participation in regular electricity trading<sup>1</sup>). This will be indicated for each Order placed on a Trading Platform or in the Congestion Management Portal.
- Only Orders with an indication of the supply location can be combined into an IDCONS. The supply location is provided by the relevant User by stating an EAN code in the Order, which code relates to a connection to the Dutch electricity network. There are no minimum or maximum prices or volumes as regards IDCONS.
- Grid Operators need the Order and the counter-Order, including the physical supply location at connection level (location EAN code), to be able to solve congestions and compile an IDCONS.

#### 4.2.1 Usage Fraction (UF)

The IDCONS product on the GOPACS platform is based on so-called limit orders. A limit order orders the supply or consumption of a fixed quantity of power (MW) for a specific period of time at a specific price. The characteristic of the limit order in the IDCONS product is that it must also be partially activated in terms of power (not in terms of time). This is necessary because the power of the buy order and the sell order must be the same in an IDCONS.

If there is sufficient liquidity on the trading platform, it will also be possible to use a limited number of 'all-or-none' orders. These orders cannot be activated partially, but either fully or not at all. However, if there are insufficient limit orders (or too many 'all-or-none' orders), the algorithm will be unable to find a solution to the congestion problem. The number of 'all-or-none' orders must therefore, remain limited.

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<sup>1</sup> If it concerns an Order from a congestion area, local conditions arising from the Electricity Network Code can entail additional requirements. If applicable, this will be communicated to the Connected Parties in the area.

## 4.2.2 Conditions for non-partial activation of orders

- The use of 'all-or-none' orders is only allowed for installations that have technical restrictions (Electricity Network Code Chapter 14) with regard to facilitating limit orders, either in the generation plant, the consumption installation or the connected production process.
- In order to be allowed to use 'all-or-none' orders, a market party/Trading Company must submit a statement to the Grid Operator explaining that it has such technical restrictions.
- If the technical restriction no longer applies in the plant or installation, the market party/Trading Company must report this to the grid operator and the option to use 'all-or-none' will be cancelled.
- If the plant or installation with the technical restriction is part of an aggregated bid within GOPACS, it is not possible to use 'all-or-none'.

## 4.2.3 Aggregate Grid Connections (AGC)

GOPACS allows the aggregation of connections to a limited extent. Permission to aggregate connections can be obtained by submitting an AGC application per grid area to the relevant grid operator. An AGC is defined by means of a specific GOPACS EAN code consisting of 18 digits, which is provided by the grid operator.

The grid operator defines for the applicant which grid connections are allowed to be aggregated under an AGC. An AGC receives its own EAN, effectiveness and order which is defined for this purpose by the grid operator.

### Conditions

- In response to the AGC application, the grid operator will define for which EANS orders may be placed in aggregated form per AGC. This is necessary due to the net topology.
- An AGC may only be composed of existing, previously entered GOPACS connections, with a minimum individual size of 0.1 MW. In accordance with Article 9.6, first paragraph, part a of the Electricity Network Code.
- Underlying connections which are part of an AGC remain obliged to submit T-Forecast in accordance with the Electricity Network Code. Verification of delivery will take place on the basis of the sum of the T-forecast and measurement data for the Congestion Point.
- The grid operator may cancel an Aggregated Grid Connection without permission in the case of a change in the relevant grid section topology.
- If an AGC is used within GOPACS, it is no longer possible to simultaneously place a GOPACS order per individual grid connection if this is already part of the AGC.
- It is not possible to make use of a Usage Fraction (4.2.1) if it concerns an AGC.



## 4.3 Rights and obligations of the grid operators concerned

### 4.3.1 Creating IDCONS

IDCONS are created via the GOPACS Platform by one or more grid operators subject to the following principles:

- When combining an Order and a counter-Order, the grid operators will take into account any identified transport constraints and ensure that a specific IDCONS will not worsen or increase grid congestion.
- With due observance of the foregoing, grid operators will seek to execute an IDCONS that solves the congestion identified by them at the lowest possible cost. Consequently, grid operators will look for Orders and counter-Orders that result in the smallest Spread, taking into account the effectivity of the Order in relation to the congestion problem.

### 4.3.2 Bound to IDCONS

By using the GOPACS Platform and designating an Order as suitable for inclusion in an IDCONS, the User accepts that it is bound by an Order activated by the grid operators. Users will also execute an Order if it has been ordered on a Trading Platform, subject to the conditions of the relevant Trading Platform. Users hereby authorise the grid operators to accept Orders on their behalf in so far as this leads to the creation of an IDCONS and is in accordance with these Product Conditions and the GOPACS General Conditions.

### 4.3.3 Managing EAN codes on GOPACS

Additional EAN codes that Users wish to use for IDCONS must be registered on the GOPACS Platform by the relevant User. The registration is done in accordance with the instructions on GOPACS.eu. The new EAN codes will be processed by the grid operators within five working days of registration on the GOPACS Platform. The 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. Only after this initial registration of an EAN code can the Orders actually be used by the grid operators for IDCONS.

### 4.3.4 Payment of *cleared* IDCONS

The Grid Operators comply with the agreed *settlement* conditions (*rulebook*) of the Trading Platform. All *cleared* IDCONS (Article 3.3) will be paid via the Trading Platform, with the HP Participant that has placed the Order paying the price stated in the Order and the relevant Grid Operator(s) paying the Spread to the Trading Platform. If it is concluded during the verification process that an HP Participant has not complied with its obligations under an IDCONS, the relevant Grid Operator will contact the trading HP Participant directly and address the issue in accordance with the Electricity Network Code.

## 4.4 Rights and obligations of the HP Participants and CP Participants concerned

### 4.4.1 Power of attorney

GOPACS only provides administrative services within the framework of the Agreement - on the basis of a power of attorney granted by the User to GOPACS (Section 3:60 DCC). In so far as the Order has been placed via the Congestion Management Portal, GOPACS is also responsible for processing and keeping records of the Orders and ultimately payment of the funds. GOPACS does not initiate any cash flows itself.

### 4.4.2 Permitted EAN codes

1. EAN codes may only be stated as supply location if the Connected Party (*asset owner*) has given permission to the User and.
2. Only EAN codes of Connected Parties that make use of imbalance settlement periods values allocation and meet the requirements set out in Article 9.6 (1) (a) may be stated as supply location.
3. EAN codes may only be stated as supply location if individual Transport forecast are submitted for these connections.

### 4.4.3 IDCONS supply obligation

1. If an Order is activated as part of an IDCONS, the User is obliged to feed in or consume the changed volumes within the agreed programme time unit (PTU) at the location of the stated EAN code for the Orders.
2. This supply is relative to their previously planned feed in or consumption at the location at the time the Order is activated. The planned feed-in or consumption is the T forecast (>1MW) for the connection, or the '*generation and load schedule*' according to EU legislation<sup>2</sup>. If an Order for a connection has been activated as part of an IDCONS, the feed-in or consume on the connection for the supply period may no longer be changed in the opposite direction of the activated order: if a Sell Order is activated, the feed-in must not be reduced or the consumption increased and if a Buy Order is activated, the feed-in must not be increased or the consumption reduced. Changes in the same direction as the activated order are permitted.
3. The full power of the activated Order is expected to be available as from the start of the supply period. This means that dispatching time needed to actually supply or reduce the activated power must fall outside the supply period. Within one hour after the bid has been activated, the HP Participant must send an updated T forecast in which the activated order has been processed.

For example: According to the planning, a connection must feed in 2 MW between 14:00 and 15:00 (i.e., 2 MWh). An HP Participant places a Buy Order for 1 MW for the same period on the Trading Platform, including the EAN code of that connection. This Order is subsequently fully activated in an IDCONS. The HP Participant is now obliged to feed in a maximum of 1 MW (2 MW planned - 1 MW Buy Order) during the supply period, a maximum of 0.25 MWh per PTU for this connection. However, the HP Participant is still allowed to feed less than 1 MW into the grid.

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<sup>2</sup> Laid down in, inter alia, the System Operations Guidelines, CACM and GLDP.

#### 4.4.4 Consent for the Provision of Data to the Trading Platform

During the registration process, the HP Participant must indicate via which Trading Platform the Order linked to the EAN code will be placed. HP participants must provide, among other things, the following data to the Trading Platform, GOPACS and the grid operators:

- Order details of their Order, including EAN code, power per time unit, price, trading party and programme responsible party.
- Contact details, including name, telephone number and email address

#### 4.4.5 Price on *clearing* an Order as part of an IDCONS

The Clearing Price will be paid according to the *rulebook* of the relevant Trading Platform. For the sake of clarity: If an Order is *cleared* as part of an IDCONS, the two HP Participants concerned receive or pay the price of their Order or counter-Order multiplied by the volume (MWh) of the IDCONS. If more power is supplied than agreed in the accepted Order, the excess will not be paid.

#### 4.4.6 Partial clearing of orders

'Partial' *clearing* of Orders takes place according to the *rulebook* of the relevant Trading Platform. For the sake of clarity: If an order is 'partially' *cleared* as part of an IDCONS, the remaining volume remains available on the Trading Platform according to the rules of the relevant Trading Platform.

#### 4.4.7 Nomination of orders as part of an IDCONS

Nomination of Orders as part of an IDCONS takes place according to the *rulebook* of the relevant Trading Platform. For the sake of clarity: Orders *cleared* as part of an IDCONS are recorded as a trade between the two HP Participants concerned. This means that the general rules, processes and arrangements for trade nomination of the relevant Trading Platform apply.

#### 4.4.8 Congestion management

The User that places Orders on the GOPACS Platform must meet the requirements of the Electricity Network Code.

### 4.5 Rights and obligations of the Trading Platforms concerned

#### 4.5.1 IDCONS service provision to Trading Platform participants

Trading platforms that allow HP Participants to place Orders that are eligible for an IDCONS act as IDCONS service providers for their participants. The provision of IDCONS services to their participants is governed exclusively by the *rulebook* of the Trading Platform and any arrangements between the Trading Platform and its participants.

#### 4.5.2 IDCONS service provision to GOPACS

Trading platforms that allow HP Participants to place Orders that are eligible for an IDCONS also act as service providers for GOPACS.

#### 4.5.3 Clearing of IDCONS

The Trading Platform effects the *clearing* of IDCONS and informs the relevant HP Participants and the Grid Operators about the result.

#### 4.5.4 Provision of information to GOPACS

The Trading Platform provides the following information to GOPACS:

1. Orders marked as suitable for use by IDCONS;
2. Result of IDCONS *clearing*;
3. Subject to consent of the HP Participant: name, telephone number and email address of the HP Participant as known to the Trading Platform.

#### 4.5.5 Provision of information to HP participants

The Trading Platform provides the following information to HP Participants that place orders for IDCONS:

- Orders and volumes that have been *cleared* as part of an IDCONS.

#### 4.5.6 Trading Platform *settlement*

The Trading Platform effects the *settlement* of *cleared* IDCONS. For the sake of clarity: This is governed by the *rulebook* of the relevant Trading Platform.

### 4.6 Additional requirements for users of the Congestion Management Portal

A CP Participant with a grid connection located in the Congestion Area can place an Order via the Congestion Management Portal. This section contains some additional requirements which deviate from what is described in section 4.5.

#### 4.6.1 Authorisation grid operator

By using the Congestion Management Portal, the User authorises the grid operator to match Orders into an IDCONS in its own name and for the benefit of the User. This means that the grid operator concludes the transaction on a Trading Platform in its own name and for the benefit of a CP Participant. This provision is to be treated as a third-party clause within Section 6:253 DCC and can be invoked by the grid operator directly against the User.

#### 4.6.2 Permitted EAN codes on the Congestion Management Portal

Only EAN codes of connections designated by the relevant grid operator as Congestion Area may be stated as connection on the Congestion Management Portal. These EAN codes will be published on the designated websites by the grid operator in accordance with the Electricity Network Code.

1. A CP Participant that makes use of the Congestion Management Portal requires the written permission of its BRP for submitting bids to the Grid Operator via the Congestion Management Portal.
2. The BRP has given a trading company written permission for processing the SST (*Single Sided Transaction*) for correct registration in the Energy Programme.

#### 4.6.3 Additional supply obligations

1. If an Order has been placed via the Congestion Management Portal and has been activated as part of an IDCONS, a User will be obliged to comply with the IDCONS supply obligation referred to above in Article 4.4.2.
2. Article 4.4.3 paragraph 2 *generation and load schedule* does not apply to Orders placed via the Congestion Management Portal.
3. If the supply obligation is not fully complied with, deviations will be settled by the national grid operator in accordance with Article 9 of the Electricity Network Code.

#### **4.6.4 Settlement of IDCONS payments for CP Participants**

The payment obligations arising from an Order placed via the Congestion Management Portal and resulting in an IDCONS will be settled by the relevant Grid Operator via a Trading Platform. The relevant Grid Operator will charge or reimburse the CP Participant by sending an invoice to the CP Participant. If relevant, this invoicing will be consolidated and effected on a monthly basis. The records of GOPACS will be leading, when no evidence to the contrary, in determining the amounts to be invoiced or reimbursed by a Grid Operator to a CP Participant.

#### **4.6.5 Processing of personal data and privacy**

Information about the processing of personal data and the [privacy policy of GOPACS](#) can be found on the [GOPACS.eu website](#).

#### **4.6.6 Nomination of Orders as part of an IDCONS**

CP Participants that participate via the Congestion Management Portal agree that the Trading Platform will process transactions automatically in the Energy Programme (E-Program) via the CP Participant's BRP. The BRP, as recorded on the connection, has given explicit permission for this. Orders *cleared* as part of an IDCONS are recorded as a trade between the two Users concerned.

### **4.7 Statement of participation**

#### **4.7.1 Signing of the agreement**

Users declare that they participate in IDCONS by signing the 'IDCONS participation agreement' and sending it to GOPACS in accordance with the instructions on the [gopacs.eu website](#). Upon completion of the pre-qualification process, the relevant User and the relevant Trading Platform will receive a confirmation email from GOPACS.

#### **4.7.2 Content of the agreement**

The 'IDCONS participation agreement' contains:

1. Statement of acceptance of the IDCONS Product Conditions
2. Statement of acceptance of the [GOPACS General terms and Conditions](#)
3. Name of the Trading Platform on which the User wishes to place Orders for IDCONS, or the choice for the Congestion Management Portal
4. List of EAN codes that the User wishes to use

#### **4.7.3 Changes in the list of EAN codes**

The User must report any changes in the EAN codes it wishes to use for IDCONS to GOPACS according to the instructions in the manual. The manual [Handleiding GOPACS registratie](#) can be found on the [gopacs.eu website](#). If the change has been processed successfully, the User will receive a confirmation email from GOPACS.

## 5 Pre-qualification

### 5.1 Pre-qualification process

1. In order to participate in IDCONS, the User concerned must be connected to a Trading Platform that supports IDCONS (as an HP Participant) or to the Congestion Management Portal (as a CP Participant).
2. Users must send their 'IDCONS participation agreement' to GOPACS.
3. As described in Article 4.3.2, the Grid Operators will first have to process the new EAN code internally before orders with the EAN code can actually appear as IDCONS.
4. The pre-qualification process does not contain an explicit check for permission by the Connected Party to enter EAN codes as supply locations. Obtaining this permission is the responsibility of the User, as also the coordination with the balance responsible party (BRP) at the relevant connection. If a Connected Party is an identified or identifiable natural person within the meaning of the General Data Protection Regulation, the User must inform the Connected Party, before any data is processed, that proper performance of the agreement between the User and GOPACS requires that the Connected Party gives direct consent to the Grid Operator for processing Measurement Data (quarter hour values) via the Consent Platform.
5. The pre-qualification process does not contain any physical (ex-ante) tests.

## 6 Verification of supply

### 6.1 Verification process

The Grid Operators are using measurements of the provided EAN codes, generation and consumption T-prognoses or otherwise as agreed between the grid operator and the participant to check the supply.

## 7 Use of GOPACS Platform and IDCONS

1. All copyrights and other intellectual property rights in the GOPACS Platform and IDCONS are vested in GOPACS. The User and other users thereof acknowledge these rights and warrant that they will refrain from any infringement, including from making copies other than technical copies necessary to use the GOPACS Platform (loading and displaying).
2. The GOPACS Platform contains hyperlinks to other websites and platforms, which are maintained by third parties. GOPACS has no influence whatsoever on the information, products and services shown on these websites and platforms and accepts no liability for any loss or damage arising in any way from the use of these websites.

## 8 Applicability of the Product Conditions

1. These Product Conditions apply to every agreement between GOPACS and a User, which agreement is formed by the 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 Terms and Conditions will always be published and available on [GOPACS.eu](https://www.gopacs.eu).