Agreement on the Duties and Responsibilities of the Metering Grid Area Operator

NO. XX

[contracting party]

and

FINGRID OYJ

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1 Parties

Fingrid Oyj (hereinafter Fingrid)
Business ID: 1072894-3
Address: Läkkisepäntie 21
00620 Helsinki

Contracting party (hereinafter the Metering Grid Area Operator)
Business ID:
Address:

2 Background and Purpose of the Agreement

Under Chapter 4, Section 4, Subsection 4 of Government Decree 12 August 2021/767 on the settlement and metering of electricity deliveries (hereinafter the Decree), the operator of an internal electricity network of a property or a corresponding group of properties that does not act as a balance responsible party may agree with the imbalance settlement unit (i.e. imbalance settlement responsible) and the network operator to whose electricity network the internal electricity network of the property or group of properties is connected that its electricity network be designated as a metering grid area. The duties and responsibilities of such a metering grid area operator in imbalance settlement shall be agreed in an agreement between the imbalance power unit and the metering grid area operator.

By this agreement (hereinafter the Agreement), Fingrid and the Metering Grid Area Operator agree on the duties and responsibilities of the Metering Grid Area Operator in imbalance settlement with respect to the metering grid areas covered by the Agreement.

3 Metering Grid Areas

Fingrid shall maintain an up-to-date list of the metering grid areas covered by the Agreement on the basis of notifications received from the Metering Grid Area Operator. Notifications concerning the addition or removal of a metering grid area must be submitted to Fingrid by email at taseselvitys@fingrid.fi.

Appendix 1 to the Agreement contains the current list, as at the date of signing the Agreement, of the metering grid areas covered by the Agreement.

4 Duties of the Metering Grid Area Operator

Metering

The Metering Grid Area Operator shall arrange the metering of electricity deliveries and the recording of metering data in its electricity network, serving as the basis for imbalance settlement and invoicing, in accordance with the requirements applicable to network operators under the Electricity Market Act and the decrees issued pursuant to it, as amended from time to time.

The metering equipment and metering system of the Metering Grid Area Operator shall comply with the requirements laid down in Chapter 6, Section 3 of the Decree, taking into account the transitional provisions relating to the entry into force of the Decree.

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Imbalance Settlement

With respect to the metering grid area, the Metering Grid Area Operator shall discharge the network operator's duties in imbalance settlement as provided in Chapter 4, Section 5 of the Decree (Duties of the transmission system operator and high-voltage distribution network operator in imbalance settlement).

When performing the metering and imbalance settlement duties referred to in this section, the Metering Grid Area Operator shall comply with the handbook on balance responsibility and imbalance settlement referred to in Chapter 1, Section 2 of the Decree (as amended from time to time), insofar as it provides for the duties and responsibilities of network operators.

If the Decree or the handbook is amended, the Metering Grid Area Operator shall adapt its operations to comply with the revised requirements.

5 Governing Law and Disputes

This Agreement shall be governed by the laws of Finland, excluding the choice-of-law rules of Finnish law.

Any disputes arising from the Agreement that cannot be resolved through negotiations between the Parties shall be settled in the first instance by the District Court of Helsinki, unless the Parties agree in writing on another procedure.

6 Entry into Force, Assignment and Termination of the Agreement

6.1 Entry into Force

The Agreement shall enter into force when it has been signed by both Parties.

The obligations under the Agreement shall take effect for each metering grid area on the date specified in Appendix 1.

The Agreement shall remain in force until further notice.

The Metering Grid Area Operator shall ensure that, when the Agreement enters into force, it is capable of fulfilling its obligations under this Agreement (for example, the required notifications and registrations have been submitted to the imbalance settlement unit).

The validity of the Agreement in respect of each metering grid area requires the Metering Grid Area Operator to have a valid agreement with the operator of the internal electricity network of the property or corresponding group of properties concerning the performance of the duties of the operator of that metering grid area.

6.2 Assignment of the Agreement

A Party may assign the Agreement to a third party with the other Party's prior written consent.

6.3 Termination and Cancellation of the Agreement

The Metering Grid Area Operator may terminate the Agreement by giving one (1) month's notice.

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The Metering Grid Area Operator may also terminate the Agreement in part, solely in respect of specified metering grid areas covered by the Agreement and identified in the notice of termination, by giving one (1) month's notice. In such a case, the obligations under the Agreement shall remain in force with respect to the other metering grid areas covered by the Agreement.

Without prejudice to Fingrid's obligations under the Electricity Market Act or lower-level provisions issued pursuant to it, Fingrid may terminate the Agreement by giving one (1) month's notice if material changes occurring after the conclusion of the Agreement require the Agreement to be amended or if the Agreement otherwise no longer corresponds to the new circumstances. Notice of termination must be given in writing.

A Party may cancel the Agreement if the other Party has materially breached the Agreement and has failed to remedy the breach within a reasonable period after receiving a written request to do so.

After the Agreement has ended, the Metering Grid Area Operator shall still make any imbalance settlement notifications for which it is responsible under legislation or the handbook and which concern the period preceding the end of the Agreement.

7 Signatures

This Agreement has been executed and signed in two identical counterparts, one for each Party.

Place on the day of 202

Contracting party

Helsinki on the day of 202

Fingrid Oyj

Appendix: 1. Metering grid areas covered by the Agreement

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Appendix 1: Metering Grid Areas Covered by the Agreement

Name of the metering grid area used in imbalance settlement	Metering grid area identifier	Operator of the internal electricity network of the property or group of properties	Date on which the contractual obligations take effect for the metering grid area

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