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| **KEY:**   * black text: the initial version of the Network Code: * blue text: updated version of the normative document |

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| NOTICE: The English version of the Network Code is available for information purposes only. In the event of any discrepancies arising between the Network Code in the Romanian language and the Network Code in the English language, the provisions of the Romanian language version shall be legally binding. |

**SUMMARY OF THE RELEVANT LEGISLATION**

1. The Network code for the National Gas Transmission System, approved by the Order of NERA’s President no 16/2013 (published in the Official Journal Part I, no. 171 bis /29.03.2013)
2. Order No.120/20.02.2013 of ANRE President (Romanian Official Journal, Part. I, No. 32/15.01.2014);
3. Order No. 53/26.06.2014 of ANRE President (Romanian Official Journal, Part I, No. 478/28.06.2014);
4. Order No. 88/24.09.2014 of ANRE President (Romanian Official Journal, Part I, No. 709/29.09.2014);
5. Order No. 155/28.10.2015 of ANRE President (Romanian Official Journal, Part I, No. 806/29.10.2015).
6. Order No 160/26.11.2015 of ANRE President (Romanian Official Journal, Part I, No. 893/27.11.2015).
7. Order No 75/28.10.2016 of ANRE President (Romanian Official Journal, Part I, No. 866/31.10.2016).
8. Order No 36/17.05.2017 of ANRE President (Romanian Official Journal, Part I, No. 393/25.05.2017).
9. Order No 69/04.04.2018 of ANRE President (Romanian Official Journal, Part I, No. 314/10.04.2018).

**ORDER no 16/27.03.2013**

**approving the Network Code for the National Gas Transmission System**

Considering the provisions of Art. 99 letters l) and m), of Art. 130 (1) letter o) and of Art. 200 (3) of the Power and Gas Law no 123/2012,

based on the provisions of Art. 5(1) letter c) and of Art. 10(1) letter o) points 2 and q) of the Government Emergency Ordinance no 33/2007 regarding the organization and operation of the National Energy Regulatory Authority (ANRE), as subsequently amended and supplemented by Law no 160/2012,

The President of the National Energy Regulatory Authority is issuing the following Order:

Art. 1 – The Network Code for the National Gas Transmission System, established by the Annex which is part of this Order, shall be approved.

Art. 2 – Within 60 days as of this Order date of publication in the Romanian Official Journal, Part I, the National Gas Transmission Company "TRANSGAZ" S.A. Mediaş shall draw up and submit for the National Energy Regulatory Authority’s approval the following documents:

a) the procedure for verifying the requirements to be met by the users of the national gas transmission system;

b) the procedure regarding the method for calculating the energy of the natural gas stored in the pipeline.

Art. 3 – On the date of the enforcement of this Order, the following shall be repealed:

a) the National Energy Regulatory Authority President’s Order no 54/2007 on the approval of the Network Code for the National Gas Transmission System, published in the Romanian Official Journal, Part I, no 71 and 71 bis of 30 January 2008, as subsequently amended and supplemented;

b) the National Energy Regulatory Authority President’s Order no 31/2010 on the approval of tariffs established by Annex no 10 to the Network Code for the National Gas Transmission System, as approved by the National Energy Regulatory Authority President’s Order no 54/2007, as well as concerning the approval of the purchase price of natural gas oversupplied in the national transmission system, published in the Romanian Official Journal, Part I, no 819 of 8 December 2010, as subsequently amended and supplemented.

Art. 4 - The National Gas Transmission Company `Transgaz` - S.A. Mediaş, users of the national transmission system, natural gas producers, natural gas suppliers, distribution system operators, end clients directly connected to the national transport system and storage system operators shall implement the provisions of this Order, while the relevant departments of the National Energy Regulatory Authority shall monitor the compliance with these provisions.

Art. 5 – This Order shall be published in the Romanian Official Journal, Part I, and shall enter into force on 1 April 2013.

**President of the**

**National Energy Regulatory Authority**

**Niculae Havrileţ**

**Annex**

**NETWORK CODE FOR THE NATIONAL GAS TRANSMISSION SYSTEM**

**CHAPTER I - GENERAL PROVISIONS**

**Scope**

**Art.1. –** The Network Code regulates conditions and rules for the operation of the Romanian National Gas Transmission System.

**Art.2. –** (1)The provisions of the Network Code for the National Gas Transmission System, hereinafter referred to as the *Network Code*, are compliant with the provisions of Energy and Gas Law No. 123/2012, as further amended and supplemented, and of Regulation (EC) No. 715/2009 of the European Parliament and of the Council of 13 July 2009 on the conditions for access to the natural gas transmission networks and repealing Regulation (EC) No. 1775/2005, as further amended and supplemented, and shall be enforced by the National Gas Transmission Company Transgaz S.A. Mediaş, hereinafter referred to as the *transmission system operator,* by the users of the National Transmission System, hereinafter referred to as *network users,* by the gas producers, by the gas suppliers, as well as by the distribution system operators, by the direct clients and by the storage system operators.

(2)The Romanian Energy Regulatory Authority hereinafter referred to as the *Competent Authority (CA),* shall monitor the implementation of the Network Code provisions by the economic operators mentioned under paragraph (1).

**Art.3. –** The economic operators, mentioned under Article 2(1), may submit in writing, to the Competent Authority, Network Code amending proposals, specifying all the Network Code sections to be amended, accompanied by:

1. a brief presentation of the type and purpose of each proposed amendment;
2. any other documents (reviews, reports etc.) supporting the proposed amendments.

**Art.4. –** (1)based on the proposal of the economic operators mentioned under Article 2(1), the Competent Authority shall approve the Network Code amendment and/or supplementation, after having consulted the Working group established for this purpose. Competent Authority shall appoint the members of the Working group.

(2) The working group shall issue an opinion within 10 working days from the receipt of a request.

**Art.5. –** Each amendment and/or supplementation to the Network Code shall enter into force on the date of its publication in the Romanian Official Journal, Part I.

**Art.6. –** (1) The following abbreviations shall be used in the Network Code:

CA – Competent Authority

DC – Direct Client

CTF – Capacity Transfer Facility

GTF – Gas Transfer Facility

LNG – Liquefied Natural Gas

IDN - Intra-day nomination

DO – Distribution Operator

SSO – Storage System Operator

TSO – Transmission System Operator

VTP – Virtual Trading Point

NTS – Romanian National Gas Transmission System

MRS – Gas Metering Regulating Station

DIT – Daily imbalance tariff

NU – Network User

(2) For thepurpose hereof, the following terms shall be defined as follows:

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| --- | --- |
| **Allocation** | Assignment of gas amounts to network users, at the entry and exit points, according to the Network Code, by the neighboring system operators or, if appropriate, by the TSO. |
| **Year** | Calendar year. |
| **Gas year**  **Incremental capacity** | Period of time starting at 06.00 a.m. on 1 October of the current year and ending at 06.00 a.m. on 1 October of the next year.  A possible future increase, by means of market based procedures, of the existing technical capacity or of a possible newly created capacity where currently there is no such capacity which may be offered based on investment in the physical transmission infrastructure and which may be subsequently allocated, subject to the positive economic test in the entry/exit points in/out of the NTS or by creating new entry/exit points in/out of the NTS. |
| **Booked transmission capacity** | The capacity approved by the TSO under contract, based on the request of the NU, expressed in MWh/day, which the TSO shall make available to the NU at any time over the transmission contract validity period, under firm or interruptible conditions. |
| **NU clients** | Contractual counterparts of the network users, for which the NUs shall enter into a transmission contract with the TSO. |
| **Basic conditions** | The specified conditions under which the measured gas amount is converted. |
| **Direct client** | The final client connected directly to the NTS, other than the client which has concluded a gas transmission contract in its own name. |
| **Daily imbalance** | The difference between the NTS gas day gas intakes and offtakes. |
| **Capacity transfer facility (CTF)** | The mechanism by which the NUs may directly transfer capacity, by complying with the Network Code requirements. |
| **Gas transfer facility (GTF)** | The possibility to transfer gas quantities between NU in order to reduce their daily imbalance. |
| **Use it or lose it** | The loss of the right to the approved and unused capacity. |
| **Force Majeure** | any external, unpredictable, absolutely invincible and inevitable event releasing any default party from liability, according to the law. |
| **Balancing gas** | Gas volumes required to ensure the physical balancing of NTS under normal operating condition. |
| **Month** | Calendar month |
| **Calibration log** | Document recording the date, method and authorized person who carried out the calibration of the transducers at the NTS entry/exit points. |
| **Neighboring system operator** | Infrastructure operator located at the interface with the NTS, upstream and downstream (neighboring producers, suppliers, direct clients, DSO, storage system operators) |
| **NU Counterpart** | Natural or legal person supplying/taking over to/from a NU a gas quantity in the entry/exit points in/out of the NTS based on a gas sale-purchase contract concluded with the NU as selling/buyer, as applicable, or based on a mandate contract for the transmission of the relevant gas through the NTS, concluded with such NU. At the same time a partner of a NU may be that particular NU if he is in one of the following situations:   1. it is a gas producer and nominates in the entry points in the NTS, as NU, natural gas quantities from its own production in view of transmission; 2. nominates in the entry/exit points in/out of the NTS from/to the underground gas storage facilities, as NU, gas quantities stored/destined for storage on his own account, based on an underground gas storage contract concluded between the NU and the storage operator; 3. nominates in the exit points out of the NTS toward the gas distribution systems, as NU, natural gas quantities to be distributed to the final customers form their own portfolio, or to its own consumption locations, if it is also a final customer, based on a gas distribution contract concluded between the NU and the distribution operator; 4. it is a DC and it nominates in the exit points to the DC representing their own consumption locations, as NU, gas quantities destined for their own consumption. |
| **NU client portfolio**  **Minimum capacity threshold** | All NU clients for whom NU enters into gas transmission contracts with the TSO.  The minimum aggregate level of the binding commitments for contracting incremental capacity expressed by all the applicants, potential network users within an incremental capacity process ensuring the economic viability of the incremental capacity project |
| **First-come, first-served** | Principle based on which TSO allocates the available capacity, in order of request receipt, within each priority level. |
| **Matching procedure**  **Incremental capacity process** | Procedure by which TSO compares the nomination of a network user with the data provided by its counterparts.  An open and transparent market demand evaluation process for incremental capacity that includes a non-binding phase in which applicants, potential network users, express or quantify their demand for that capability, and a binding phase, where the transmission system operator requires applicants, potential network users, binding commitments for contracting incremental capacity |
| **Transmission schedule**  **Incremental capacity project** | Annual transmission schedule provided by the network users and agreed with TSO which specifies the monthly gas quantities to be delivered to/taken over from NTS; this is attached as Annex to the gas transmission contract.  An investment project aimed at increasing the technical capacity of an existing entry/exit point in/out of the NTS or creating a new entry/exit point in/out of the NTS based on capacity booking within an incremental capacity process |
| **Transmission services** | Activities and operations carried out by the TSO for or in connection to the booking of transmission capacity and the transmission of the relevant gas volumes, expressed in energy units, through the NTS, during the validity period of a gas transmission contract. |
| **Neighboring system**  **Economic test** | Transmission / distribution / storage / production pipeline and facility system / direct client facilities connected to the NTS.  A test applied for the evaluation of the economic viability of the incremental capacity projects |
| **Energy unit** | Measurement unit expressed in MWh. |
| **Volume unit** | Volume measurement unit expressed in cubic meters – m3 – or thousand cubic meters – thousand m3. |
| **Network user** | Contractual counterpart of the TSO, based on the contracts stipulated in the Network Code. |
| **Pro rata** | Principle of allocation proportional to the nomination of gas quantities at NTS points, applied by TSO to the network users, under the Network Code. |
| **Day** | Calendar day. |
| **Gas day** | Time interval starting at 06.00 a.m., the Romanian time, of any day, and ending at 06.00 a.m., the Romanian time, of the following day. The gas day shall be reduced to 23 hours when shifting to the daylight saving time and increased to 25 hours when shifting to the winter time; all related rights and obligations under the gas transmission contracts shall be decreased or increased accordingly, during the relevant gas days. |

(3) The terms set forth in paragraph (2) shall be supplemented by those defined in Energy and Gas Law No. 123/2012, as further amended and supplemented, and in Regulation (EC) No. 715/2009 as further amended and supplemented.

**CHAPTER II – NTS ENTRY/EXIT POINTS**

**Art. 7 -** (1) This Chapter describes the NTS entry/exit points for the network users, in terms of the access to the NTS, according to the procedures established by this Network Code.

(2) For the performance of the operational/commercial procedures stipulated in the Network Code, the NTS entry / exit points may be physical as well as virtual.

**~~Art. 8~~** ~~- The NTS entry and exit points shall be published on the webpage of the TSO, according to Art. 20.~~[[1]](#footnote-1)

**NTS Entry Points**

**Art. 9** -An *entry point* shall be the physical point represented by the fiscal / commercial metering system / mean where, under the gas transmission contract, the NU delivers and the TSO takes over gas from the neighboring systems for transmission through the NTS.

**~~Art. 10 -~~** ~~The physical entry point shall be represented by the fiscal/commercial metering system/mean, except for as provided by Art. 12.~~[[2]](#footnote-2)

**~~Art. 11~~** ~~- CA may approve for several virtual entry points to be established out of a physical point or for several physical points to be aggregated into a virtual entry point, based on the proposal of the NU and/or the TSO.~~[[3]](#footnote-3)

**~~Art. 12~~** ~~- The nature of the virtual points, established out of a physical point, shall be that of a physical point, as defined by Art. 9.~~[[4]](#footnote-4)

**Art. 13** -The NTS physical entry points are:

1. physical entry points from production fields;
2. physical entry points from underground storage facilities (for gas withdrawal from underground storage facilities);
3. physical entry points from other gas transmission systems of EU countries;
4. physical entry points from other gas transmission systems of third countries, non-EU countries;
5. physical entry points from LNG terminals;
6. physical entry points from facilities for biogas production and production of other gas compliant with the quality conditions enabling its NTS delivery/transmission.

**Art. 131.** –(1)A virtual entry point is the notional point obtained by grouping several physical entry points of the same type.

(2) The NTS virtual entry points are:

a) virtual entry points from production fields. For each producer a virtual entry point from production fields

shall be established by the grouping of the physical entry points from the production fields operated by such producer. The physical entry point from the production fields, common for several producers, shall be allocated accordingly to the virtual point of each such producer;

b) virtual entry points from underground storage facilities, for gas withdrawal from underground storage facilities. For each storage system operator a virtual entry point from underground storage facilities shall be established by the grouping of the physical entry points from the underground storage facilities operated by such storage system operator;

c) virtual entry points from gas transmission systems of EU countries. If there are several NTS physical entry points from the same gas transmission system of a neighbouring EU country, a virtual entry point may be established by the grouping of the NTS physical entry points from the same transmission system of such country;

d) virtual entry points from gas transmission systems of third countries, non-EU countries. If there are several NTS physical entry points from the same gas transmission system of a neighbouring non-EU country, a virtual entry point may be established by the grouping of the NTS physical entry points from the same transmission system of such country;

**Art. 132.** –The technical capacity of each virtual entry point shall be determined by totalling the technical capacities of the composing physical entry points.

**NTS Exit Points**

**Art. 14** -(1)An *exit point* shall be the physical point represented by the fiscal / commercial metering system / mean where, under the gas transmission contract, the TSO delivers and the NU takes over gas transmitted through the NTS for delivery to the neighboring systems/DC.

(2) In the case of the towns supplied by means of several interconnected / non-interconnected physical points, based on the request of a DSO, the TSO may replace the relevant physical points by a ring point of physical exit point nature, as defined in paragraph (1).

**~~Art. 15 -~~** ~~The physical exit point shall be represented by the fiscal/commercial metering system/means, except for as provided by Art. 14(2).~~[[5]](#footnote-5)

**~~Art. 16~~ ~~-~~** ~~CA may approve for several physical exit points, including those mentioned under Art. 14(2), to be aggregated into a virtual exit point, based on the proposal of the NU and/or the TSO.~~[[6]](#footnote-6)

**Art. 17** -The NTS exit points are:

1. physical exit points to distribution systems;
2. physical exit points to DC;
3. physical exit points to underground storage facilities for gas injection into the underground gas storage facilities;
4. physical exit points to other gas transmission systems of EU countries;
5. physical exit points to other gas transmission systems of third countries, non-EU countries;
6. physical exit points to upstream pipeline networks.

**Art. 171.** -(1)A virtual exit point is the notional point obtained by grouping physical exit points of the same type.

(2) The NTS virtual exit points are:

a) virtual exit points to distribution systems. For each distribution system operator a virtual exit point to distribution systems shall be established by the grouping of the physical exit points to the distribution systems operated by such distribution system operator;

b) virtual exit points to underground storage facilities, for gas injection into underground storage facilities. For each storage system operator a virtual exit point to underground storage facilities shall be established by the grouping of the physical exit points to the underground storage facilities operated by such storage system operator;

c) virtual exit points to gas transmission systems of EU countries. If there are several NTS physical exit points to the same gas transmission system of a neighbouring EU country, a virtual exit point may be established by the grouping of the NTS physical exit points to the same transmission system of such country;

d) virtual exit points to gas transmission systems of third countries, non-EU countries. If there are several NTS physical exit points to the same gas transmission system of a neighbouring non-EU country, a virtual exit point may be established by the grouping of the NTS physical exit points to the same transmission system of such country.

**Art. 172.** -The technical capacity of each virtual exit point shall be determined by totaling the technical capacities of the composing physical exit points.

**Art. 173.** - The list of virtual points and composing physical points in Annex 11 and the list of physical points not grouped as virtual points in Annex 12 to the Network Code shall be published on TSO`s web site and shall be updated by it whenever an amendment and / or supplementation of its content has been made, within one working day from its / their date.

**Virtual Trading Point (VTP)**

**Art. 174.** – (1) The virtual trading point, hereinafter referred to as VTP, is a notional point, unique across the NTS, located between the NTS entry and exit points, used for the notification of the following sell-buy transactions completed between the NU:

1. transactions of natural gas to be delivered by the seller NU and off-taken by the buyer NU at the VTP during the following gas day – gas day D+1 and /or during the delivery day D, amounts which may be subject, including, of a medium or long term transaction
2. transactions completed in order to reduce the recorded imbalances by means of the GTF – by the time the TSO provides data to the NU according to art. 32-42 of Regulation (EU) no. 312/2014 of the Commission of 26 March 2014 establishing a Network Code on Gas Balancing of Transmission Networks, but not later than 1 October 2018.

(2) The VTP has both the role of a virtual entry and of a virtual exit point. In the process of determining a NU’s daily balance, a gas sale notification of the relevant NU to the VTP, confirmed by the TSO pursuant to the Network Code, is equivalent with an NTS output, while a buy notification of the same NU to the VTP, once confirmed by the TSO pursuant to the Network Code, is equivalent with an NTS input.

**~~Commercial procedures/operations conducted at the NTS entry/exit points[[7]](#footnote-7)~~**

**Art. 18** -(1)The following commercial procedures/operations established by the Network Code shall be conducted at all NTS physical entry / exit points, whether grouped as virtual points or not:

1. communication of daily operational data, necessary for planning / dispatching the gas transmission activity for the following day;
2. metering.

(2) The following procedures/operations established by the Network Code shall be conducted at the NTS physical entry / exit points not grouped as virtual points, the physical exit points to distribution systems, the NTS virtual entry points, and the NTS virtual exit points under Art. 171, paragraph (2), letter b)-d):

a) capacity booking;

b) communication of transmission schedule;

c) nomination/re-nomination;

d) nomination matching;

e) allocation;

f) voluntary capacity return;

g) CTF;

h) mandatory capacity transfer;

i) determination of compliance with and assurance of the level of capacity booked and the application of the tariffs for exceeding the capacity booked and non-assurance of the capacity booked.

(3) In the NTS virtual exit points under Art. 171, paragraph (2) , letter a), the allocations made by the physical exit points composing each virtual exit point to distribution systems shall be totalled for the determination of the daily imbalance.

~~(4) The following procedures established by the Network Code shall be conducted at the virtual trading point:~~

~~a) nomination/re-nomination related to the NTS intake gas trading notifications and notifications regarding tradings between the NU for reducing imbalance, by using the GTF / balancing platform;~~

~~b) nominations / re-nominations matching;~~

~~c) allocation of gas quantities traded.[[8]](#footnote-8)~~

**~~Art. 19~~** ~~- (1)~~~~The following commercial procedures/operations established by the Network Code shall be conducted at the NTS virtual entry/exit points:~~

~~a) operational procedures for the use of NTS:~~

~~(i) allocation (only for NTS entry points)~~

~~b) imbalance tariffs:~~

~~(i) nomination non-compliance tariff~~

~~(ii) daily imbalance tariff~~

~~(iii) aggregated imbalance tariff~~

~~(iv) under-nomination delivery tariff~~

~~(2) The transfer of gas quantities from one NU to another shall be conducted at the commercial point for GTF.~~

~~(3) In order to apply the tariffs established under paragraph (1) letter b), the following data shall be considered:~~

~~a) the nominations at the virtual entry points, calculated by adding up the nominations approved for the relevant physical points;~~

~~b) final allocations at the virtual entry points~~

~~c) nominations at the virtual exit points, calculated by adding up the nominations approved for the relevant physical points~~

~~d) final allocations at the virtual exit points, calculated by adding up the final allocations for the relevant physical points~~

~~e) the quantities subject to GTF.~~[[9]](#footnote-9)

**~~Transparency obligations related to NTS access requirements[[10]](#footnote-10)~~**

**~~Art. 20~~** ~~- TSO shall publish on its webpage at least the information established by Regulation (EC) no 715/2009, as subsequently amended.~~[[11]](#footnote-11)

**~~Art. 21 -~~** ~~The~~~~available capacity published on the webpage by TSO for each point, according to Art. 20 requirements, shall be a reference value.~~[[12]](#footnote-12)

**CHAPTER III – ACCESS TO NTS TRANSMISSION SERVICES**

**Art. 22** - TSO shall ensure non-discriminatory access to the available capacity at the NTS entry/exit points.

**Art. 23-** (1) The capacity required by TSO to operate and maintain the system, split into NTS entry/exit points, shall be submitted annually for approval to CA, by the 15th of March.

(2) CA shall analyze and approve the required capacity by the 31st of March.

**Art. 24** - During 15 March - 1 April, the potential NU may express their intention, in writing, to book capacity for the following periods:

1. one or multiple gas years
2. one quarter starting with 1st July, 1st October, 1st January or 1st April
3. one month, starting with the first gas day of each month
4. one gas day

in order to set up an access account to the TSO IT platform for the configuration of the capacity booking request.

**Art. 25** - (1) TSO shall offer capacity at the NTS entry/exit points, based on the ‘first-come, first-served’ principle, in the following order of priority:

1. for the capacities requested in order to meet the public service obligations;
2. for the capacities requested to serve other purposes than the fulfillment of public service obligations.

(2) Notwithstanding the provisions of paragraph (1), the principles of capacity offering at the points of interconnection with a neighboring transmission system may be different, according to the agreements established between the interconnected transmission system operators.

**Requirements regarding the Access to the NTS Transmission Services**

**Art. 26** - (1)The capacity is booked by the NU, by signing a transmission contract with the TSO according to the transmission framework-contract established under Annex no 1.

(2) The booked capacity is either firm or interruptible.

**Art. 27** - The transmission contract shall be concluded only by meeting the following requirements:

**A. Financial requirements:**

(i) before entering into the transmission contract, NU shall provide the TSO with the proof of the rating assigned by a financial institution/rating agency;

(ii) if the relevant rating is valid for the parent company of NU applying for access, the proof shall be accompanied by a letter from the parent company stating the commitment of the latter to guarantee the payment liabilities of NU applying for access to the NTS;

(iii) the proof of the rating assigned to NU or to the parent company, accompanied by the letter stating the commitment to guarantee the payment liabilities of NU, shall be submitted simultaneously with the capacity booking request;

(iv) the minimum rating accepted shall be that assigned to TRANSGAZ or equivalent.

(v) if the NU applying for access to NTS is unable to give proof of the aforementioned rating, it shall submit a financial guarantee issued by a financial institution (commercial bank) the value of which should cover minimum 5% of the equivalent value of requested capacity. The NU shall submit such financial guarantee at least six (6) working days prior to the transmission contract signing date;

1. the financial guarantee may be established in cash, as guaranteed account (collateral deposit) and/or as payment guarantee (letter of bank guarantee) issued by a mutually agreed bank;
2. if the tariff for capacity booking is increased by over 20%, the value of the original guarantee shall be accordingly adjusted; the TSO shall notify all NU in this regard and shall request the adjustment of the original guarantee within five (5) calendar days from the increase of the tariff for capacity booking.
3. the financial guarantee provided under the draft contract shall be mutual and validated by the parties as soon as the transmission contract is accepted and signed;

**B. Technical requirements:**

(i) the TSO has an IT platform established according to the provisions hereof. The TSO servers are synchronized with a time server defined in the IT platform operating documentation;

(ii) the NU shall have the IT means enabling them to send information to the TSO IT platform, according to the provisions of the Network Code;

**Art. 28** - (1)The failure to fulfill the aforementioned financial and/or technical access requirements, at any time during the transmission contract validity period, may represent a ground of transmission contract termination.

(2) TSO shall terminate the contract based on a prior notification sent to the NU; the notification shall be accompanied by a compliance term of minimum one working day. The termination is also communicated to the adjacent system operators on the entry/exit points in/out of the NTS in which the NU booked transmission capacity.

**Art. 29** - (1)TSO shall publish on its webpage the identification data of all NU meeting the requirements established for the transmission contract signing.

(2) Within 2 months as of the date of the Network Code publication in the Romanian Official Journal, the TSO shall prepare a procedure for verification of the requirements established by Art. 27 for the NU requesting the transmission contract to be concluded.

(3) The procedure specified under paragraph (2) shall be approved by CA and published on the TSO webpage.

**Capacity Booking**

**Art. 30** - (1) The capacity shall be booked at the NTS entry/exit points, as energy units.

(2) The capacity applied for shall be calculated by considering the annual average gross calorific power as determined based on the previous calendar year data.

(3) With respect to the transmission contracts concluded for multiple gas years, the booked capacity shall be annually re-calculated according to the provisions of paragraph (2).

**Art. 31 -** The NU shall be entitled to apply only for the capacity required:

1. in order to meet the contractual obligations according to its own client portfolio;
2. in order to execute the storage contracts;
3. for its own consumption.

**Art. 32** - (1) The NU shall be entitled to apply for capacity beyond the current client portfolio, provided that the request is supported by documents, with at least ten (10) days before the beginning of the period for which the capacity is requested.

(2) The NU applying for additional capacity must give a statement including the reasons for requesting additional capacity and to send to the TSO the applicable transmission schedule if the additional capacity request is approved.

(3) The following reasons may be construed as reasons for the approval of the additional capacity:

a) the inclusion of new clients in the current client portfolio, which do not come from the portfolio of other NU;

b) the connection of an isolated consumer from the NU portfolio to a DS connected to the NTS;

c) applications from the current clients as a result of the increase of the installed flow as compared with the existing one the moment the transmission contract was signed.

(4) The Statement stipulated in paragraph 2 may be submitted both nominally, per client, or as a master list.

(5) Transmission contracts shall be signed in relation to the capacity applied for based on the estimated client portfolio of each NU.

(6) The NUs shall constantly update their client portfolio and shall inform the TSO, within five (5) working days, on the changes made.

(7) The TSO shall implement the amendments in the transmission contracts accordingly, notifying them to the adjacent system operators in the entry/exit in/from the NTS for which the additional booked capacity was approved.

**Art. 33** - For the NTS entry/exit points, irrespective of their ownership conditions, TSO shall be entitled to book capacity and to carry out the other operations established by the Network Code.

**Art. 34** - In order to book capacity at import entry points from the production fields and underground storage facilities, as well as at the exit points to the underground storage facilities, the NU applying for capacity at such points shall issue a statement compliant with the model from Annex no 2.

**Art. 35** - In order increase of the approved capacity, the NU shall follow the same procedure as in case of the capacity request, according to the provisions of Art. 37.

**Art. 36** - (1) The booking of the transmission capacity in the point Csanadpalota interconnecting the NTS with the gas transmission system in Hungary, in the points Isaccea I, II and III for the interconnection of the NTS with the gas transmission system in Ukraine, in the points Negru Voda I, II and III for the interconnection of the NTS with the gas transmission system in Bulgaria, in the physical exit point Negru Voda – code SM1149DO, in the exit point Mangalia – code SM1262DO and in the new points of the interconnection of the NTS with the gas transmission systems in EU member states neighboring Romania is carried out in line with the specific regulations adopted by the CA.

(2) The Annual and quarter capacity booking in other entry/exit points in/out of the NTS than the ones provided in par (1) is carried out according to the following calendar:

(a) as of the first day of August of each calendar year, within a 6 working days period, the transmission capacity applicants in the entry/exit points in/out of the NTS send their applications for annual capacity booking for 1 October the current gas year and 1 October the following gas year;

b) as of the first working day from the expiry of the deadline provided in letter a) within a period of 5 working days, the TSO analyzes the annual capacity booking requests sent by the applicants and notifies them on the approval or rejection of the annual transmission capacity booking requests, as appropriate, by a notification drawn up according to the sample provided in annex no 4;

c) within two working days from the receipt of the communication from the TSO related to the rejection of the annual transmission capacity booking request, the applicants of annual transmission capacity may send to the TSO, in writing, the potential objections;

d) within two working days from the receipt of the objections prepared by the applicants of annual transmission capacity in line with the provisions of letter c) the TSO draws up and sends to the applicants his answer regarding the notified objections;

e) as of the first working day from the expiry of the deadline provided at letter d) within a 6 working days period, the applicants of annual transmission capacity in the entry/exit points in/out of the NTS send their applications for booking quarter transmission capacity for each of the quarters of the gas year 1 October current calendar year – 1 October the following gas year, respectively: quarter 1 October current calendar year – 1 January the following calendar year, the quarter 1 April – 1 July the following calendar year and the quarter 1 July – 1 October the following calendar year;

f) as of the first working day from the expiry of the deadline provided at letter e) within a period of 4 working days, the TSO analyzes the quarterly transmission capacity booking requests sent by the Applicants and notifies them on the approval or rejection of the quarterly transmission capacity booking requests, as appropriate, by a notification prepared according to the model provided in annex no. 4;

g) within two working days from the receipt of the TSO’s notification regarding the rejection of the quarterly transmission capacity booking requests, the applicants for quarterly transmission capacity may send to the TSO, in writing, the possible objections;

h) within two working days from the receipt of the objections prepared by the applicants for quarterly transmission capacity in line with the provisions of letter g) the TSO prepares and sends to the applicants his answer to the objections notified;

i) as of the first day from the expiry of the deadline provided at letter h) within a 4 working days period, the TSO will send the gas transmission contracts, in two copies, for them to be executed, to the applicants whose requests for annual and quarterly transmission capacity booking requests were approved;

j) within two working days from the receipt of the gas transmission contracts, the applicants activate the financial guarantee, as appropriate, in line with the conditions provided in art 27 point A and send the signed copies of the transmission contracts to the TSO, for them to be countersigned, if they agree to them, respectively they send to the TSO their objections regarding the content of the transmission contract, within the limit of the provisions of the framework gas transmission contract provided in annex 1. In case there are objections regarding the contents of the contract the TSO and the applicants for transmission capacity resolve them jointly and make sure that the transmission contract is concluded before the date of the beginning of the gas year October 1 current calendar year –October 1 the following calendar year.

(3) After the expiry of the deadline provided in par. (2) letter e) for the gas year October 1 current calendar year - October 1 the following calendar year requests for transmission capacity booking may be submitted at the entry/exit points in/out of the NTS as follows:

a) requests for quarterly transmission capacity booking, only for the quarters January 1 – April 1 the following calendar year, April 1 – July 1 the following calendar year, respectively July 1 – October 1 the following calendar year remained until the end of the gas year – at least 15 working days until the date of the beginning of each quarter;

b) the monthly transmission capacity booking requests for a calendar month or multiple calendar months remained until the end of the gas year – at least 7 working days before the date of the beginning of each calendar month;

c) the daily transmission capacity booking requests for a gas day or multiple gas days remained until the end of the gas year – at least 3 working days prior to the date requested for the entry into force of the transmission contract.

(4) the TSO has the obligation to publish, on its own website the periods provided in par (2) letters a), b). e), f) and i) for the annual and quarterly transmission capacity booking for the gas year October 1 the current calendar year – October 1 the following calendar year until the latest July 15 of each current calendar year.

**Art 361 –** (1) If during a gas year new physical entry/exit points in/out of the NTS are commissioned, other than the new interconnection points of the NTS with the gas transmission systems in the EU member states neighboring Romania and these points were not the subject of the transmission capacity booking procedure for such gas year provided at article 36, the applicants for transmission capacity may send to the TSO annual transmission capacity booking requests for the new entry/exit points in/out of the NTS at least 15 working days prior to the date requested for the entry into force of the transmission contract. The duration of the transmission contract concluded in this situation will be included between the date of the execution of the transmission contract and including the last day of such gas year.

(2) After the approval of the capacity booking request sent to the TSO in line with the provisions of par (1) any other transmission capacity booking request sent by the same applicant for transmission capacity will be analyzed by the transmission system operator in line with the provisions of art 32 or of art 36 par (3), as appropriate.

**Art. 362 –** (1) The capacity booking requests are mandatorily sent directly on the online transmission capacity booking platform operated by the TSO.

(2) In order to obtain access to the transmission capacity booking platform, the applicants for transmission capacity in the entry / exit points to/out of the NTS not qualifying as NU at the date of the beginning of the transmission capacity booking procedure will send to the TSO a request for access to the platform, the TSO having the obligation to provide the applicant with the username, the password and the token required for using the platform within maximum 3 days of receipt of the request for access to the platform.

(3) If the online platform for transmission capacity booking is temporarily non-functional from technical reasons, the capacity booking requests will be sent by e-mail, in the XML/TXT format provided by the TSO, with extended electronic signature or, if the e-mail communication service is not available, by written letter sent by fax, by means of the forms included in annex no 3.

**Capacity Request Procedure**

**Art. 37** - (1)For the application of the Network Code, the communication between the TSO and the NU, the NU partners and the adjacent system operators regarding requests for capacity, capacity transfers between two NU, capacity transfers between a NU and a capacity applicant, capacity transfers at NU level, transmission schedule, nomination/re-nomination/WDN, NU partners’ notifications necessary for matching, VTP notifications of the completed transactions, metered gas amounts, initial/final allocations, initial/final imbalances, gas quantities transferred between NUs based on GTF, background information about the NTS balancing position and TSO messages to notify the NU of nomination acceptance, nomination adjustment, nomination approval, forecasted imbalances is carried out by means of a secured online IT platform.

(2) The technical conditions related to the use of the IT platform, is published by the TSO on its own web page. If due to technical reasons, related to the unavailability of the TSO's platform, the TSO/NU is unable to send the mentioned information directly to the IT platform, they will be send by means of the following alternative communication services:

a) by email, XML format supplied by the TSO;

b) by fax, using the forms provided in the Network Code, if the alternative communication service, mentioned at letter a, is not available.

(3) The annual average gross calorific power considered in energy units (MWh/day) for capacity booking purposes shall be determined as weighted average against the gas volumes of the gross calorific powers determined during the previous calendar year for each relevant point.

(4) The values of the annual average gross calorific powers determined according to paragraph (3) and published on the TSO webpage on 31 March shall be valid during the entire period of the following gas year.

**~~Art. 38~~** ~~- (1)~~~~With respect to capacity booking for one or multiple gas years, TSO shall notify NU by 15 June of the access to NTS being granted to them or, in case of refusal, of the grounds of refusal (total or partial), as well as of any potential comments to the proposed transmission schedule.~~

~~(2) With respect to capacity booking for less than one gas year, TSO shall notify the NU, within two working days from the receipt of the application, of the access granted to the NTS or of the grounds of refusal (total or partial), as well as of any potential comments to the proposed transmission schedule.~~

~~(3) The TSO shall send the approval or refusal notification on capacity granting according to the model provided by Annex no 4.~~

**~~Art. 39~~** ~~- In case of total or partial refusal, the network user may serve a written objection within one working day, to which TSO shall respond within one working day.~~

**Art. 40** - TheTSO shall keep records of the capacity approvals and refusals for each NU, for the purpose of notifying the CA at least once a year.

**Art. 41** - TSO shall be entitled to refuse the requests for capacity which fail to meet the terms specified under Art. 36.

**~~Art. 42~~** ~~- If the requested capacity is (totally or partially) approved, TSO shall send two copies of the transmission contract within one working day from the approval date as specified in the notification. The dispatching of such copies shall represent a contracting proposal.~~

**Art. 43** - (1)If the requested capacity is not approved, the notification shall clearly state the grounds for the refusal.

(2) The following may constitute grounds for refusal:

1. the circumstances set forth in Art. 149 (1) of Law no 123/2012;
2. NU fails to comply with the legal requirements applicable for the type of requested capacity;
3. NU/applicant fails to meet the requirements established by Art. 27;
4. NU has outstanding debts resulted from the execution of previous transmission contracts, except for the debts incurred as a result of the NU meeting public service obligations.

**The** **carrying out of the incremental capacity processes**

**Art. 431. –** (1) The incremental capacity processes at the interconnection points of the NTS with the gas transmission systems in the EU Member States neighboring Romania initiated after 1 August 2017 are carried out in accordance with the provisions of Commission Regulation (EU) 2017/459 of 16 March 2017 establishing a network code for capacity allocation mechanisms in gas transmission systems and repealing Regulation (EU) No. 984/2013.

(2) The development of incremental capacity processes at the entry/exit points in/out of the SNT, other than those stipulated in par (1) shall be carried out in accordance with the provisions of the specific procedures developed by the TSO and endorsed by the CA, in accordance with the following principles:

a) the TSO has the obligation to initiate an incremental capacity process upon the receipt of a request for the incremental capacity envisaged to be created through projects included in the NTS investment and development plans for the next 10 years;

b) the incremental capacity requests made by the potential network users may be sent any time during the gas year;

c) The incremental capacity requests sent by a potential network user may be conditional on the allocation of a minimum capacity for a certain number of years and/or a possible final investment decision in relation to the project that has determined the transmission of the application;

d) the TSO treats requests for incremental capacity equally, regardless of whether they are conditional or not;

e) The incremental capacity is allocated to each potential network user at the required level if the total capacity requested by all potential network users for each year of the period in which incremental capacity is offered is less than or equal to the incremental capacity offered within the incremental capacity process;

f) If, for at least one year of the period for which the incremental capacity is offered, the total capacity requested by all potential network users exceeds the capacity offered within the incremental capacity process, it is allocated to the potential network users in the decreasing order of the value of the binding commitments for capacity contracting expressed by each of them, at the required level or the required minimum capacity level, as the case may be, within the capacity level provided in the incremental capacity process;

g) The incremental capacity process is successfully completed if the allocated incremental capacity level is at least equal to the minimum capacity threshold;

h) the incremental capacity allocated to a potential network user within an incremental capacity process is booked by them by signing a transmission contract with the TSO in accordance with the Framework gas transmission Agreement concluded following the incremental capacity booking procedure in the National Gas Transmission System, provided in Annex no. 11.

**~~Art. 44~~** ~~- If the network user agrees with the draft transmission contract sent by TSO, it shall validate the financial guarantee, where appropriate, under the conditions set forth in Art. 27 point (A) and shall return the copies of the transmission contract, signed by TSO, to be countersigned, within one working day form their receipt.~~

**CHAPTER IV – PROVISION OF TRANSMISSION SERVICES**

**Art. 45 -** (1)In order to implement the transmission contract, the NU shall notify TSO of the NTS gas inputs/outputs, planned at all entry and exit points where the NU has booked capacity; the notification shall be in the form of the transmission schedule and of the nominations/re-nominations, based on the procedures and terms set forth in this chapter.

(2) Upon the preparation of the transmission schedule and of the nominations/re-nominations, the NUs shall take into consideration the planned works decreasing or interrupting the NTS capacity.

(3) The TSO shall publish on its webpage, the periods for the planned maintenance works, as follows:

1. no later than the 1st of March, for the next gas year;
2. no later than the 1st of December, the potential modifications for the period January 1st – June 30th of the current gas year;

(4) The TSO shall notify the NU with regard to the interruption period and to the date estimated for resuming the transmission services, with at least 3 working days before the actual date of the works mentioned by paragraph (3).

(5) The network users shall be notified of any possible modification of the planed works schedule, with at least 30 days before the works execution date.

(6) If the planned works schedule, notified based on paragraph (3), is changed, the NU shall be entitled to amend the transmission schedule and the nominations/re-nominations, by mutual agreement with TSO.

**Transmission Schedule**

**Art. 46 -** (1)The transmission schedule shall be prepared by the NU according to the model provided by Annex no 5, the following being specified for each month:

1. the gas quantity expressed in energy units for each NTS entry point where the NU has booked capacity, split on counterparts;
2. the gas quantity expressed in energy units for each NTS exit point where the NU has booked capacity, split on counterparts.

(2) The NU shall upload the transmission schedule into the IT platform in accordance with the procedure set forth in Art. 27 letter (B).

(3) If, due technical reasons of IT platform unavailability, NU is unable to upload the documents as specified by paragraph (1), the transmission schedule shall be emailed in the XML format provided by the TSO.

(4) The annual average gross calorific power considered in energy units (MWh/day) for the preparation of the transmission schedule shall be determined as weighted average against the gas volumes of the gross calorific powers determined during the previous calendar year for each relevant point.

(5) The values of the annual average gross calorific powers as determined under paragraph (4) shall be made available on the TSO webpage on 31 March.

(6) The operational parameters of the physical NTS entry and/or exit points (minimum pressure, maximum pressure, capacity), as well as the parties’ rights and obligations to meet such parameters shall be the subject of some bilateral arrangements concluded by the TSO with the producers, the storage system operators and the distribution systems operators, by 15 April for the next gas year. The DC shall conclude bilateral agreements, either directly or by their suppliers, as appropriate.

(7) The operational parameters of the physical NTS entry and/or exit points, set in the bilateral arrangements, shall be published on the TSO webpage, according to the provisions of Art. 20, and shall represent the basis of the transmission contract conclusion.

**Art. 47** - The transmission schedule shall be attached to the transmission contract. The NUs may amend the transmission schedule for the following month or for the remaining gas year, as soon as the gas year has started and with at least 5 days before the beginning of the delivery month, by 2 p.m.

**Art. 48** - (1)The transmission schedule may be amended by written notificationof theNU. The notification shall be drawn up according to the model provided by Annex no 6 and uploaded into the IT platform.

(2)If, due technical reasons of IT platform unavailability, NU is unable to upload the documents as specified by paragraph (1), the notification shall be emailed in the XML format provided by the TSO.

**The nomination procedure**

**Art. 49 –** (1)The nomination represents a statement undertaken by the NU, notified to the TSO, in which the natural gas quantity to be physically introduced/taken over by the NU into/out of the NTS during a gas day, is specified and which has to be approved by the TSO in order to be materialized.

(2) The nomination expressed in energy units, is mandatorily split by NU partners in each NTS entry/exit point, for so as the TSO to be able to apply the correlation procedure and it is communicated in the format provided in annex no. 7, according to the provisions of art. 37 paragraph (2).

(3) The NU is required to send to the TSO, until 14:00 o’clock of each gas day D-1, the nomination related to the individual portfolio for the gas day D.

(4) At the same time a nomination is sent to the TSO, the NU has to send to each of his partners in the entry exit point in/out of the NTS, by means of the communication channels agreed with them, information related to the gas quantities nominated to be taken over/delivered from/to that partner as well as the entry/exit in/out of the NTS where those quantities are taken over/delivered.

(5) After the receipt from the NU of the information provided in paragraph (4), the partners of the NU have to send, until 14:30, both to the TSO, according to the provisions of art 37, par (2) and to the NU by the communication channels agreed with him, the confirmation of the gas quantities and of the entry/exit in/out of the NTS nominated by the NU, or the information the NU partner considers correct in the contractual relation with that NU.

(6) If the NU does not send, within the deadline provided in paragraph (3), a nomination for the gas day D, the TSO will take into consideration as „nomination” the level of the quantity of the daily average of the energy, determined according to the provisions of paragraph (7) for each entry/exit in/out of the NTS in which that NU booked capacity as well as the partners mentioned in the last transmission schedule sent by the NU for that respective month.

(7) The daily energy average for each entry/exit point in/out of the NTS is calculated with a precision of 6 decimals, by the division of the monthly value, provided in the last transmission schedule sent by the NU for that respective month to be physically introduced/taken over at the level of each entry/exit point in/out of the NTS in which that NU booked capacity, according to the number of days of the respective month, the difference resulting from the daily rounding regulated by the value in the last day of the month.

(8) The nomination performed by the TSO on behalf of the NU, according to the provisions of paragraph (6) and (7) is communicated by the TSO to the respective NU, according to the provisions of article 37 paragraph (2), the latter being obliged to send to its partners, under the conditions provided in paragraph (4), the information related to the nominations performed by the TSO.

(9) Within the nomination procedure, the TSO takes into account the last nomination sent by the NU, in compliance with the conditions provided in par (2) and which was performed until the deadline provided in art 49 par (3).

**Art. 50 –** Each nomination received from a NU is analyzed by the TSO in order to check:

a) the compliance of the quantities nominated in each entry/exit point in/out of the NTS with the capacity booked by the NU in those points;

b) the equality of the quantities nominated in the entry point in the NTS and the quantities nominated in the exit points out of the NTS.

**~~Nomination and re-nominations[[13]](#footnote-13)~~**

**Art. 51** - (1) If the gas quantity nominated by a NU in an entry/exit point in/out of the NTS surpasses the capacity booked by that NU in that point, the TSO check whether the sum of the gas quantities nominated by all the NU in that entry/exit point in/out of the NTS complies with its technical capacity and:

1. supplements the capacity booked by the respective NU in that entry/exit point in/out of the NTS up to the level of the nominated quantity, if the sum of the gas quantities nominated by all NU in that entry/exit point in/out of the NTS complies with its technical capacity.
2. supplements the capacity booked by the respective NU in that entry/exit point up to the level of the quantity resulted after the application of the pro-rata principle with the capacities booked related to the gas quantities of all NU whose nominations surpass the capacities booked by them in that point.

(2) The nominations/re-nominations sent by a NU surpassing the capacity booked are registered by the TSO only if they comply with the available technical capacity.

(3) The supplementing, under the conditions provided in paragraph (1), of the capacities booked is mandatory for the NU and the TSO for the gas day D. The NU may not waive the respective supplementary daily capacity if the TSO approved a nomination surpassing the capacity booked by the NU in an entry/exit point in/out of the NTS.

(4) For the supplementary capacity resulting under the conditions provided in paragraph (1) the capacity booking tariff is levied for the firm, daily transmission service, in force the date the nomination is approved.

**Art.52.** – (1) If the sum of the gas quantities nominated by a NU in all the entry points in the NTS in which he has booked capacity is equal to the sum of the gas quantities nominated in all the exit points from the NTS in which the NU has booked capacity, the TSO approves the nomination of the NU.

(2) In the situation in which the condition provided in paragraph (1) is not fulfilled, the NU may resort to balancing the gas quantities within the nomination by performing transactions which he has to notify in the PVT. .

(3) The transactions notified in the VTP are considered by the TSO according to the relation:

NOMI + TC＝ NOME + TV

where:

- NOMI – represents the nomination of a NU by entry points into the NTS;

- NOME – represents the nomination of a NU by exit points out of the NTS;

- TC – is the notification in the VTP of a purchasing transaction performed by a NU;

- TV – is the notification in the VTP of a selling transaction performed by a NU;

~~(4) The NU may notify in the VTP only the transactions performed within the limits of the gas quantities representing the forecasted imbalance for the gas day D. If the traded quantities surpass the forecasted imbalance, they will not be considered by the TSO.[[14]](#footnote-14)~~

(5) Once confirmed by the TSO, the transactions notified by the NU and/or the centralized market operators to the VTP are deemed to be firm commitments of the latter and will be considered by the TSO in their nomination, re-nomination, and allocation processes and in the process for the calculation of the final daily imbalances recorded by the respective NU.

(6) If the NUs do not trade or if the transactions notified by the NU and/or the centralized market operators to the VTP fail to ensure the balancing of the gas quantities under the relevant nomination, the TSO will proceed to the adjustment of the higher value under the relation illustrated in paragraph (3) to the lower value, decreasing the gas quantities nominated at the NTS entry/exit points, as appropriate, without altering the structure of the nominated gas quantities or the quantities related to the transactions performed in the VTP and notified to the TSO. The adjusted nominations will represent the nomination approved by the TSO at the end of the nomination cycle.

**Art.53. –** In gas day D-1, within the time span 14:00 – 15:00, the TSO will take the following steps in order to approve the nomination related to day D sent to the NU:

1. Checks the compliance of the nominated quantities in every entry/exit point in/out of the NTS with the capacity booked by the NU in those points and, if appropriate, proceeds to supplementing the capacity booked by the NU, according to the provisions of art. 51;
2. Applies the procedure related to the correlation between the nomination of the NU and the information received from the NU Partners for each entry point in the NTS and every exit point out of the NTS for which the NU had sent the nomination. If the nominations of the NU differ as compared to the quantities received by the TSO from the NU Partners for a certain entry/exit point in/out of the NTS, the lower value out of the two will be selected. If the NU Partners do not send the information necessary for the correlation under the conditions provided in art 49 par (5), the TSO will consider a level equal to zero for those gas quantities nominated in the entry/exit in/out of the NTS for which the correlation of the information communicated by the NU with the information which should have been communicated by the NU Partners could not be performed.
3. Approves the nomination if the condition provided in art 52 par (1) is fulfilled or, as appropriate, notifies the NU of the fact that according to the nominations matched with its partners, on day D, the NU is in imbalance and in order to deal with it, the NU may make transactions to be notified to the VTP pursuant to the conditions under art. 52;
4. Notifies the NU and its partners of the level and structure of the nominations approved for day D related to their individual portfolios and provides the NU with data on the imbalance level and direction for day D – surplus or deficit.

**Art.54.** – (1) On day D-1, during 15:00 – 16:00, after the completion of the nomination cycle, the NU may notify the transactions made according to the provisions of art. 174, paragraph (1) (a) to the VTP.

(2) The NU having transactions completed according to art. 174, paragraph (1) (a) shall notify the TSO, by means of the information platform, according to art. 37, paragraph (1), of each completed transaction, by 4.30 p.m., at the latest, specifying the following: the seller NU, the buyer NU, traded amount and the transaction clearing price.

(3) If, by technical reasons concerning the unavailability of the TSO’s information platform, the NU may not provide data directly to the information platform, they shall submit a trading notification prepared according to the template under annex 13 to the Network Code signed by both NUs involved in the transaction, by means of the following alternative communication services:

1. E-mail
2. Fax

(4) The TSO does not consider the trading notifications issued provided that:

1. The traded amounts contemplated in the trading notifications submitted by the two NUs involved in the trading are not equal;
2. The trading prices contemplated in the trading notifications submitted by the two NUs involved in the trading are different;
3. The trading notifications are not submitted by the two NUs involved in the trading;
4. The trading notifications are not signed by both NUs involved in the trading, if delivered by e-mail or fax.

**Art.55.** – During 4.30 – 5.30 p.m., the TSO analyzes the information sent by the NU and:

1. If subsequent to the transactions notified in the VTP, the sum of the gas quantities nominated by the NU in every entry point in the NTS where they booked capacity, plus the quantity traded after the conclusion of transactions in the VTP is equal to the sum of the gas quantities nominated in every exit point out of the NTS where the NU booked capacity, plus the quantity sold after the conclusion of transactions in the VTP, the TSO communicates to the NU and its Partners the level and the structure of the approved nominations for the day D related to the individual portfolio, this notification is the TSO agreement related to the gas quantities relate to that NU for which he will supply the transmission service in the day D;
2. If after the transactions notified in the VTP, the sum of the gas quantities nominated by the NU in every entry point in the NTS where they booked capacity plus the quantity traded after the conclusion of transactions in the VTP is equal to the sum of the gas quantities nominated in every exit point out of the NTS where the NU booked capacity, plus the quantity sold after the conclusion of transactions in the VTP is different form the sum of the gas quantities nominated in every exit points out of the NTS where the NU booked capacity plus the quantity sold after the conclusion of transactions in the VTP, the TSO will approve the nomination of the NU by adjusting the highest value to the level of the lowest value, according to the provisions of art. 52 par (6) and will notify the NU and its Partners on the level and the structure of the approved nominations for day D related to the individual portfolios;
3. If the NU do not send notifications to trading, the TSO will approve the nomination of the NU by adjusting the higher value to the lowest value according to the provisions of art. 52 par (6) and will notify the NU and its Partners on the level and the structure of the nominations related to the individual portfolios approved for day D

**The re-nomination procedure**

**Art. 56 - (1)** The re-nomination represents a statement undertaken by the NU, notified to the TSO, by which the NU modifies the approved nomination and which, in order to be applied, must be approved by the TSO.

(2) The requirements related to form, content and providing information to the parties involved, applicable in case of a re-nomination, are the ones provided in art 49 par (2), (4), (5) and (9) with respect to nomination.

(3) The principles provided in art 50-52, as well as the stages provided in art 53-55 are considered and achieved by the TSO and during the process related to the analysis and approval of the re-nomination.

**~~Re-nominations made by the Network Users[[15]](#footnote-15)~~**

**Art. 57** - (1) The NU may send to the TSO the re-nominations related to day D within the time span 17.30 – 18.30 in the day D-1.

(2) For the re-nomination procedure the time span provided in art 53 is 18.30 – 19:30, the time span provided in art 54 par (1) is 19:30 – 20.30, the deadline provided in art 54 par (2) is 21.00, and the time span provided in art 55 is 21.00 – 22.00.

(3) An approved re-nomination becomes approved nomination.

**Art.58**. – (1) The nominations/re-nominations of the NU for the legal holidays as well as those related to the first business day after the one/ones which are declared official holidays, are performed based on the following options:

1. In the last business day preceding the official legal holidays for each of those days, including for the first business day following the legal holiday/s;
2. In every gas day D-1, for the gas day D.

(2) In the situation provided in par (1) letter b) the transmittal by the NU of the nominations/re-nominations as well as their approval by the TSO will be performed according to the provisions of art 49 – 57.

**Intra – day nomination**

**Art. 59** – (1) IDN is a nomination the Nu may perform in the gas day D for the same gas day D for the adjustment of the individual portfolios.

(2) The requirements related to the form, content and information of the involved parties, applicable in case of an IDN are the ones provided in art 49 par (2), (4), (5) and (9) related to nomination.

(3) The TSO approves only those IDN which are balanced, taking into account both the transactions notified in the VTP within the nomination/re-nomination process performed in the day D-1, and the transactions notified in the VTP during the day D, according to the formula provided in art 52 par (3).

(4) The NU may send to the TSO several IDN related to gas day D in the time span 06:00 - 17:00 of the gas day D.

(5) The NU who are also power producers and who own dispatchable units within the National Electro energy System, as well as the NU who have in their own portfolio clients who are power producers and who own dispatchable units within the National Electro energy System, may send the IDN until 22:00 o'clock of the day D. In this situation the IDN is accompanied by the document confirming the Order of the National Energy Dispatching Centre related to registering the upload/download to the IT platform of the Power Balancing Market, having an impact upon the gas flows registered in the gas day D and the IDN approval/rejection process will be limited to the stages provided in art 53 letter a) and b), without the possibility to trade in the VTP.

(6) In view of the approval of the IDN sent by the NU, the TSO passes, in the time span 17:00 – 20:30 through the stages provided in art. 53-55 and with the principles provided in art. 50-52.

**Other provisions related to the nomination/re-nomination/IDN procedures**

**Art.60. –** Thelevel and the structure of the approved nominations/re-nominations/IDN are sent by the TSO to the NU and to their partners, according with the provisions of art. 37, as a document entitled ″Confirmation, nomination/re-nomination/IDN″ drawn up according to the template provided in Annex no 71 becoming mandatory for the NU.

**Art. 61 –** The TSO will draw up and update timely the register where the approvals/rejections of the nominations/re-nominations/IDN are recorded and will submit it to the Competent Authority every time it is requested.

**Art. 62** - (1)NU shall accept a provisional decrease of capacity and/or of the approved nomination/re-nomination if:

1. TSO does not accept the gas to be injected in the NTS by the NU, due to the fact that the relevant gas fails to meet the minimum quality requirements provided for by the applicable laws.
2. The storage system operators, the distribution system operators and the DCs do not accept gas to be delivered by the NU, due to the fact that the relevant gas fails to meet the minimum quality requirements provided for by the applicable laws.

(2) Under paragraph (1) letter a), the TSO shall not be bound to pay the penalties specified by Art. 100 and 101.

(3) Under paragraph (1) letter b), the NU shall be entitled to request and receive the amounts related to the prejudice incurred according to the contract.

**Gas Transfer Facility**

**Art. 63** - (1) The gas transfer facility (GTF) represents the possibility to transfer gas quantities from a NU, hereinafter referred to as the transferring NU, to another NU, hereinafter referred to as the transfer beneficiary NU. Based on the GTF, a NU may make transactions only to the extent of the imbalanced gas amounts, notified by the TSO according to the provisions of art 37 par (2).

(2) the GTF shall be made monthly, during the month M+1 for the daily imbalances related to the month M, the performed transactions between NU being notified in the VTP.

(3) the gas may be transferred for the same gas day.

**Art. 64** - (1) The monthly GTF occurs within maximum 72 hours from the notification of NU by TSO according to the provisions of art 37 with respect to their final daily imbalances according to article 75 par (6).

(2) The TSO communicates to the NU the possible partners for the performance of the GTF on the 10th day of the month M+1, until 14.30, based on the final allocations related to month M, according to art 37 par (2).

(3) After they agreed on the details related to the gas transfer the NU notify in the VTP the transactions concluded by sending, according to the provisions of art 37 par (2), a trading notification, signed by both NU involved in the transaction in which they mention: the transferring NU, the NU benefiting from the transfer, the gas quantity transferred through the VTP, in energy units as well as the price of the transaction concluded. The trading notification, drawn up according to the template provided in Annex no 14, is sent by the buying NU both in hard and soft copy. If there are discrepancies between the information in the two formats the information in the soft copy will prevail. For the purpose of the calculation of the imbalances the transactions will be considered according to their reception in soft copy.

(4) TSO will recalculate accordingly the final daily imbalance of each gas day in which the NU performed GTF.

**Allocation Procedure**

**Art.65. –** (1) the allocation is the award by the TSO for each NU of the gas quantities expressed in energy units, in the entry/exit points in/out of the NTS, according to the provisions of the network Code.

(2) the Allocation Procedure is performed daily and monthly.

**Daily Allocation**

**Art.66. –** (1)the TSO performs the daily allocation in the day D+1 for the day D, for each NU, for the purpose of the calculation of the imbalance related to day D.

(2)the TSO performs the daily allocation using the data related to the gas quantities metered in every entry/exit point in/out of the NTS, the data related to the allocations received from the adjacent system operators and the nominations/re-nominations/IDN approved for the gas day D.

(3) the TSO displays in the day D+1 until 15:00, for each NU, the data related to the allocation and the level of their daily imbalance for day D, according to the provisions of art 37 par (2).

(4) the data related to allocation for each NU are split, mandatorily, per each entry/exit point in/out of the NTS where gas quantities were allocated to that NU, as follows:

a) Quantities allocated directly to the NU;

b) Quantities allocated to the NU through their partners in that entry/exit point in/out of the NTS, split by each partner of the NU.

**Allocation in the entry points in the NTS of the gas quantities delivered from the production field**

**Art.67**. – (1) For the performance of the allocation in the virtual entry points in the NTS from the production fields, each producer sends to the TSO, until 10:00 o’clock of the gas day D+1 the following information related to the deliveries made in the gas day D;

a) the volumes metered per each physical NTS entry point from the production fields of that producer;

b) the gross calorific power related to the gas delivered in each physical NTS entry point from the production fields of that producer.

(2) In the time span 10.00 – 10:30 o'clock of the gas day D+1, the TSO calculates the energy quantity for the gas day D related to each virtual NTS entry point based on the information provided in par (1).

(3) Each gas producer, each direct client of the producer and each holder of the supply license, hereinafter referred to as participants to gas trading up to the NTS virtual entry points from the production fields as well as each NU with the obligation to perform on the online international platform of the TSO, in the time span 10:30 – 13:00 of the gas day D+1, the following operations:

a) the producers introduce the data related to the quantities sold by each participant to trading, respectively delivered to a NU for transmission through the NTS in the gas day D, within the limit of the quantities calculated according to par (2);

b) the participants to trading confirm/reject the data related to the quantities bought up to the NTS entry virtual points in the gas day D. The confirmed quantities are firm and they cannot be modified; in case data is rejected the process for the transmission of the information related to those transactions is resumed;

c) the participants to trading introduce the data related to the quantities sold to each participant to trading, who is his partner, respectively delivered to a NU in view of transmission through the NTS in the gas day D, within the limit of the quantities confirmed at letter b);

d) the NU confirm/reject the data related to the quantities taken over from the participants to gas trading until the NTS entry points in the gas day D.

(4) In the time span 13:00 -15:00 of each gas day D+1, for each participant to gas trading up to the virtual NTS entry point from the production fields and for each NU, the TSO calculates the quantity allocated to him in the NTS entry points from the production fields for the gas day D, as follows:

a) in the case of the producer the quantity allocated to him is the difference between the quantity calculated according to par (2) and the sum of the quantities sold by other participants to trading, respectively delivered in the NTS entry points from the production fields to NU for transmission through the NTS, confirmed by the participants/NU according to the provision of par (3) letters b) and d), as appropriate;

b) in case of the other participants to trading the quantity allocated to each of them is the difference between the sum of the quantities confirmed by such participant as bought, in line with the provisions of par 3 letter b) and the sum of the quantities sold by such participant to other participants to trading, his partners, respectively delivered by him in the NTS entry points from the production fields to the NU for transmission through the NTS, confirmed by the latter – partners/NU – in line with the provisions of par. (3) letter b) and d), as appropriate;

c) in case of the NU the sum of the quantities confirmed by each NU until 13:00, in line with the provisions of par (3) letter d) is his initial allocation in the NTS entry points from the production fields.

(5) In case of the participants who are not NU, the payment of the differences in the transmission capacity amount allocated according to the provision of par (4) as well as their trading in the VTP, by means of the GTF, shall be performed in line with the provisions of the Framework Agreement concluded between the TSO and the participants in this respect, approved by NERA.

**Allocation in the entry points in the NTS of the gas quantities delivered from the underground storage facilities**

**Art.68**. – (1) In view of the allocation from the virtual entry points in the NTS from the underground storage facilities each SSO sends to the TSO, until 10:00 o’clock of the gas day D+1, the following information related to the deliveries performed in the gas day D:

1. The volumes metered per each physical entry point in the NTS from the underground storages operated by such SSO;
2. The gross calorific power of the gas delivered in each physical entry point in the NTS from the underground storages operated by such SSO.

(2) In the time frame 10:00 – 10:30 of the gas day D+1, the TSO calculates the energy quantity related to each virtual entry point in the NTS from the underground storage facilities, based on the information provided in par (1).

(3) Each SSO, each SSO client and each supply license holder, hereinafter referred to as participants to gas trading up to the virtual entry points in the NTS from the underground storage facilities and each NU has to perform on the online platform of the TSO, in the time frame 10:30 – 13:00 of the gas day D+1, the following operations:

a) the SSO introduce the data related to the gas quantities extracted for each client of the SSO, participant to trading, within the limit of the quantities calculated according to par (2);

b) The SSO clients and the participants to trading confirm/reject the data related to the quantities extracted from the storage facility or bought up to the virtual entry points in the NTS in the gas day D. The confirmed quantities are firm and they cannot be modified; in case the data are rejected, the transmittal of the information related to such transactions is resumed;

c) the SSO clients and the participants to trading introduce the data related to the gas quantities sold by each participant to trading, his partner, respectively delivered to a NU for transmission through the NTS in the gas day D, within the limit of the quantities confirmed at letter b);

d) the NU confirm/reject the data related to the quantities taken over from the participants to gas trading up to the entry points in the NTS from the underground storage facilities in the gas day D.

(4) In the time frame 13:00 – 15:00 of each gas day D+1, for each participant to gas trading up to the entry in the NTS from the underground storage facilities and for each NU, the TSO calculates the quantity allocated to him in the entry points in the NTS from the underground storage facilities for the gas day D, as follows:

a) in the case of SSO the quantity allocated to him is the difference between the quantity calculated according to par (2) and the sum of the quantities extracted for his clients, confirmed by them in line with the provisions of par (3) letter b);

b) in case of the other participants to trading the quantity allocated to each of them is the difference between the sum of the quantities confirmed by that participant as bought, in line with the provisions of par (3) letter b) and the sum of the quantities sold by that participant to other participants to trading, his partners, respectively delivered by him in the entry points in the NTS from the underground storage facilities to the NU in view of the transmission through the NTS, confirmed by the latter – NU/partners – in line with the provisions of par (3) letter b) and d) as appropriate;

c) in case of the NU, the sum of the quantities confirmed by each NU until 13:00 o’clock according to the provisions of par (3) letter d) is his initial allocation in the entry points in the NTS from the underground storages.

(5) In case of the participants who are not NU, the payment of the value of the transmission capacity in the transmission capacity amount allocated according to the provision of par (4) as well as their trading in the VTP, by means of the GTF, shall be performed in line with the provisions of the Framework Agreement concluded between the TSO and the participants in this respect, approved by NERA.

**Allocation in the cross border interconnection points**

**Art.69.** – In view of the performance of the allocation in the entry points in the NTS Isaccea (UA-RO) and Mediesu Aurit (UA-RO), the TSO displays on the international platform, in the day D+1, until 10:00 o’clock, the following information:

1. The volumes metered per each of the two entry points in the NTS;
2. The gross calorific power of the gas in each of the above mentioned points.

(2) In the time frame 10:00 – 10:30 of the gas day D+1, the TSO performs the following operations:

a) calculates the energy quantity related to the virtual interconnection point, made up of the two entry points in the NTS, mentioned in par (1), based on the information provided in the same paragraph;

b) allocates, based on the information submitted to the TSO by the external suppliers, the gas quantities per each of their client.

(3) Each client of the external suppliers and each holder of the supply license, hereinafter referred to as participants to gas trading in the virtual interconnection point, as well as each NU have to perform on the international online platform of the TSO, in the time frame 10:30 – 13:00 of the gas day D+1, the following operations:

a) confirm/reject the quantities bought/taken over in the virtual interconnection point in the gas day D. the confirmed quantities are firm and cannot be modified;

b) introduce the data related to the quantities sold to each participant to gas trading in the virtual interconnection point, his partner, respectively delivered to a NU in view of transmission through the NTS in the gas day D, within the limit of the quantities confirmed at letter a).

(4) In the time frame 13:00 – 15:00 of each gas day D+1, for each participant to gas trading in the virtual interconnection point and for each NU, the TSO calculates the quantity allocated to him in the virtual interconnection point for the gas day D, as follows:

a) in the case of a participant to trading, the quantity allocated to him is the difference between the sum of the quantities confirmed by that participant as being bought, according to the provisions of par (3) letter a) and the sum of the quantities sold by that participant to other participants to trading, his partners, respectively delivered by him in the virtual interconnection point to the NU in view of transmission through the NTS, confirmed by the latter – partners/NU – according to the provisions of par (3) letter a);

b) in case of a NU, the sum of the quantities confirmed by him until 13:00 o’clock, according to the provisions of par (3) letter a), is the initial allocation of the NU in the virtual interconnection point.

(5) In case of the participants who are not NU, the payment of the value of the transmission capacity in the transmission capacity amount allocated according to the provision of par (4) as well as their trading in the VTP, by means of the GTF, shall be performed in line with the provisions of the Framework Agreement concluded between the TSO and the participants in this respect, approved by NERA.

**Art 691 –** In the interconnection point Csanadpalota-Hungary (HU-RO), the daily allocation is performed by the TSO with due observance of the agreements concluded between S.N.T.G.N. Transgaz S.A. in Romania and FGSZ Zrt. in Hungary.

**Art. 692** – In the interconnection point Ungheni (RO-MD), the daily allocation is performed by the TSO in compliance with the agreements concluded between S.N.T.G.N. Transgaz S.A. in Romania and VESTMOLDTRANSGAZ in the Republic of Moldova.

~~Art.70[[16]](#footnote-16). – (1) If for a gas day, two or more NU nominated gas quantities in the same entry point from an underground storage facility the storage facility operator allocates to the NU the entire quantity metered in that point.~~

~~(2) If the allocations performed according to par (1) are missing, the TSO allocates the entire metered quantity for each NU, proportionally, based on their approved nominations (pro rata).~~

**Allocation in the exit points to the distribution system**

**Art.71.** – In the gas day D+1, the TSO communicates to the DO the following information:

a) until 10.00 o'clock - the natural gas quantities metered in the exit points from the NTS to distribution systems, expressed in volume units, respectively thousands Sm3, rounded downwards to three decimal points, the name of the NU whose nomination / re-nomination / IDN were approved for those exit points, and the list of each NU partners in those exit points;

b) until 11.00 o'clock – the gross calorific values related to the gas day D, expressed in MWh/m3 or GJ/m3, rounded to six decimals, in accordance with Art. 37 para. (2);

c) if the TSO does not introduce in the operational platform the gross calorific values related to gas day D until the time specified in subparagraph b) it will inform the DO through the same platform on the use in the allocation process of the gross calorific values in the gas day D-1.

**Art. 711**. – (1) If the metering cannot be performed due to technical reasons or if the requirements of art. 71, are not met the daily allocation is performed by the TSO based on the "approved allocation = nomination " principle, any disparities found when technical problems are remedied will be regulated afterwards.

(2) The TSO notifies the DO through the IT platform, both the impossibility to achieve the metering due to technical reasons and the final values entered in the platform.

**Art. 712**. – The TSO will take the necessary measures to submit their information according to art. 71 to DO, for the days officially declared free days and they will take the necessary measures to process and transmit the data to the TSO, according to Art. 713 and 714.

**Art. 713**. – (1) DO performs the allocation per each NU and/or each NU partner who is in a contractual relationship with the DO, for deliveries made through its own distribution networks based on the information submitted by the TSO to the DO in accordance with Art. 71 on the exit points from the NTS to the distribution networks.

(2) The allocation is performed by the DO for each NU and/or for each NU partner who is in a contractual relationship with the DO using:

a) the levels of the quantities metered for the final clients from the portfolio of the NU and/or for each NU partner who is in a contractual relationship with the DO where the reading of the metering devices is performed daily. If the daily metering is not available due to technical reasons, OD take into account the latest information on the daily amount metered, registered in the DO records;

b) the quantitative levels determined based on the consumer profiles developed by DO for end customers in the portfolio of the NU and/or NU partner, who is/are in a contractual relationship with the DO, where the reading of the metering instrument is not performed daily.

(3) The consumption profiles developed by DO are made available to the NU and their partners on request, and they are used for all NU nominating natural gas quantities at the entry into the distribution systems, as well as for all NU partners which is in her contractual relationship with OD.

Art. 714. – In order to conduct the allocation process performed by the TSO, DO must submit to the TSO, on the day D+1 until 14:00, information on the allocated quantities in the day D to each NU and/or NU partner who is in a contractual relationship with the DO in accordance with Art. 37 para. (2), mentioning the allocated amounts based on the daily readings to final customers and the quantities allocated based on consumption profiles. The DO shall submit to the NU or NU partners who are in a contractual relationship with DO, the consumption broken down by customer considered for the daily allocation.

Art. 715. – Where the allocations submitted by DO to the TSO is not identical to the quantities metered at some exit point located at the interface DO - TSO the TSO allocates in that exit point as follows:

a) allocates first to the NU the quantities allocated by the DO, in that entry point according to the the provisions of art. 713 par. (2);

b) the difference between the quantities metered at that exit point and the quantities referred to in subparagraph a) is brought to the attention of the NU and subsequently allocated to the NU based on the pro rata principle by reference to the quantities related to those NU partners mentioned in the approved nominations of the NU, which are not in a contractual relationship with the DO, amounts that have been confirmed by the respective partner within the correlation procedure, thus complying with the NU approved nominations for the gas day D for that exit point out of the NTS.

Art. 716. – If the DO is unable to submit to the TSO the allocations mentioned in art 714 up to 14:00 on day D + 1 for day D, the metered quantities will be allocated and communicated to the NU, by the TSO, based on the records of the metering equipment, in compliance with the pro rata principle by reference to approved NU nominations.

**Allocation in the exit points to the Direct Clients**

**Art.72.** – On the gas day D + 1, the TSO communicates to the DC, until 10:00 the natural gas quantities metered in the exit points from the NTS to the DC, expressed in volume units, that is thousand Sm3, rounded downwards to three decimal places, and until 12.00 the related gross calorific values for the gas day D, expressed in MWh / m3 or GJ / m3, in accordance with Art. 37 para. (2).

Art. 721. – If the metering cannot be performed due to technical reasons or if the requirements of art. 72 are not complied with the daily allocation is performed by the TSO on a "allocation = approved nomination " principle the possible disparities found upon the remedy of the technical problems to be regularized later.

Art. 722. – The TSO takes all the necessary measures so that in the days officially declared free days to provide the information under art. 72 to the DC, and they take the necessary steps for processing and transmitting the data to the TSOs, according to Art. 724 and 725.

Art. 723. – In order to conduct the allocation process performed by the TSO, the DC are required to submit to the TSOs, on the day D+1 until 14.00, the information related to the amounts allocated to each NU in the day D in accordance with Art. 37 para. (2).

Art. 724. – (1) The allocation is performed by the TSO based on the daily metering in the exit points located at the interface TSO-DC.

(2) If only one NU delivers gas to the DC the entire quantity metered is allocated by the TSO to it.

Art. 725. – Where several NU deliver natural gas through the same exit point to a DC the entire metered amount will be allocated by the DC in accordance with the agreements concluded with the NU. Otherwise the TSO performs allocation in proportion to the nominations approved for the NU (pro rata).

**Allocation in the exit points out of the NTS of the gas quantities delivered in the underground storage facilities**

**Art.73**. – (1) In view of the allocation in the virtual exit points out of the NTS to the underground storage facilities, the TSO sends to the SSO, until 12:00 of the gas day D+1, the following information related to the deliveries performed in the gas day D:

1. The volumes metered per each physical exit point out of the NTS to the underground storage facilities of that SSO;
2. The gross calorific power of the gas delivered in each physical exit point out of the NTS to the underground storage facilities of that SSO;

(2) The SSO performs the allocation per each NU, based on the information sent by the TSO to the SSO according to the provisions of par (1) related to the exit points out of the NTS to the underground storage facilities.

**Monthly allocation**

**Art.74.** – (1) The TSO performs the final monthly allocation no later than the 13th of the following month (M + 1) to the month in which it has provided the transmission services (M) for each NU and for each day of the month M in order to quantify the natural gas transmission service provided by the TSO and to determine the final daily imbalances related to the month M.

(2) The TSO performs the monthly allocation using the information given and sent by adjacent system operators related to the levels of the monthly metered volumes, expressed in thousands Sm3, rounded to 3 decimals and respectively, the monthly natural gas energy values, expressed in MWh or GJ, rounded to 6 decimals. The volume and energy quantities are set in all entry/exit in/out of the NTS taking into account the reading of the indexes of the meters and the possible corrections agreed with the neighboring system operators based on the analysis of the data discharge from the metering systems – metered values, configuration logs, alarms and events logs.

(3) All corrections will be communicated to all adjacent system operators until the 8th of the month M + 1 for the month M, the distributor will complete the monthly allocation until the 10th of the month M + 1 for the month M.

(4) The TSO will inform the NU on all corrections agreed with adjacent system operators, which occurred during the entire month, by means of all notices submitted in the IT platform.

Art.75. – (1) Quantities of natural gas supplied during the month M are undertaken by the TSO and producers / DO / DC /USO and by signing the protocols set out in Annex. 9 of this Code.

(2) In order to pass through the monthly allocation process the TSO sends to DO / DC or receives from the producers / SSO within 2 working days of the month M + 1, the quantities of natural gas specified in the protocols set out in Annex. 9 of this Code in accordance with Art. 37 para. (2).

(3) The TSO downloads all metering systems each month, finds any possible differences or metering failures, elaborates calculation algorithms to correct for differences/problems found, agrees on them together with their adjacent system operators to which they also submit these downloads and retransmits the reports drawn under par. (2) modified accordingly until the 8th of the month M + 1. Agreeing corrections discovered, forwarding the protocols and the performance by the producers / DO / DC / SSO of the allocations of the natural gas quantities related to the days in which there were corrections will be completed by the 10th of the month M + 1, 12:00.

(4) Starting with the 8th of the month M+1, the IT platform of the TSO is open, facilitating the final allocation process performed by the producers/DO/DC/SSO.

(5) If there are conflicts between the TSOs and the adjacent system operators related to the metered gas quantities and/or the corrections found upon the monthly downloads, and these conflicts are not solved until the deadline set in paragraph (3), the final allocation displayed according to the provisions of par (5) is equal to the initial allocation and the gas quantities subject of the conflict will be regulated once the conflict is solved that is when the corrected values are agreed upon.

(6) On the 10th of the month M+1, 14:30 o'clock, the TSO will display the final allocation necessary for the GTF.

(7) After the conclusion of the GTF, on the 13th of the month M+1, 14:30 o'clock, the TSO performs the final monthly allocation based on which the commercial protocols with the NU are signed which include the gas transmitted and issues the monthly invoices according to art. 105, par (1) letter b).

**~~Art. 76[[17]](#footnote-17)~~** ~~- If the~~~~TSO fails to provide transmission services exceeding by 3% the approved nomination, it shall pay an under-nomination delivery tariff to the NU, pursuant to Article 100, for the difference between the specified threshold and the actual gas deliveries.~~

**NTS Congestion Management**

**Art. 77** - The capacity approved but not used by the NU may be subject to:

1. voluntary return to TSO according to Art. 78;
2. capacity transfer facility according to Art. 79;
3. compulsory transfer from one NU to another ensured by the TSO according to Art. 81.

**Voluntary Capacity Return**

**Art. 78** (1)The NU may totally or partially return the approved capacity to the TSO.

(2) The approved capacity return period shall start on the first day for which it was approved (totally or partially) by the TSO until the end of the booking period.

(3) The TSO shall take over the booked capacity offered by the NU, only if another NU requests the relevant capacity.

(4) The NU shall submit an application for voluntary capacity return to the TSO specifying:

1. the contract person of the NU, address, telephone number, fax number and email address;
2. the capacity to be returned;
3. the registration number of the transmission contract.

(5) Within maximum 5 working days from the application receipt, the TSO shall notify the NU of its decision to approve/deny the application.

(6) If capacity is requested by several NUs, their applications shall be processed based on the ‘first-come, first-served’ principle.

(7) If voluntary capacity return is requested by several NUs, their applications shall be processed based on the ‘first-come, first-served’ principle.

(8) The NU shall not pay for the capacity voluntarily returned to the TSO.

(9) The TSO shall amend the transmission contract accordingly.

(10) The TSO shall keep records of the voluntary capacity return to be submitted to the CA.

**Capacity Transfer Facility**

**Art. 79** (1) The transmission capacity booked by a NU may be transferred in whole/partly to another NU or an applicant, natural or legal person, Romanian or foreign, who does not own the quality of NU at the time the transfer of capacity is initiated.

(2) The capacity transfer requests between a NU wishing to transfer capacity, hereinafter referred to as transferring NU, and a NU or an applicant wishing to take over such capacity, hereinafter referred to as beneficiary of the capacity transfer are sent directly to the TSO’s online information platform. In case the TSO’s online information platform is not available, the NU wishing to transfer capacity will send to the NU or to the applicant wishing to take over such capacity a request for capacity transfer, drawn up according to the models set out in Annexes. 8 and / or 81, as appropriate, dated and signed by the authorized representative of the NU.

(3) The NU/ transfer beneficiary applicant completes section B of the capacity transfer request and transmits both to the transferring NU and the TSO, the request completed as indicated, dated and signed by the authorized representative of the NU/ transfer beneficiary applicant.

(4) The capacity transfer request effective for a period starting from the gas day D are sent to the TSO’s online information platform until the calendar day D-1, 12:00 o’clock, the latest. The transmission capacity booked by a NU, adjusted by the capacity transfers performed by it in line with the provisions of this paragraph and of art 80 para (2) and approved by the TSO until 02:00 p.m. of the calendar day D-1, is taken into account by the TSO within the nomination, re-nomination, within day nomination and calculation of the capacity overruns performed for the capacity transfer period provided for in the capacity transfer request of such NU and approved by the TSO.

(41) The capacity transfer requests effective for the gas day D are sent to the TSO’s online information platform in the time frame 06:00 a.m.-03:00 p.m. of the calendar day D. The transmission capacity booked by a NU, adjusted by the capacity transfers performed by it in line with the provisions of this paragraph and of art 80 para (21) and approved by the TSO until 05:00 p.m. of the calendar day D is taken into account by the TSO in the within day nomination processes and in the calculation of the capacity overruns performed for the gas day D.

(5) The TSO analyzes each capacity transfer request, in order to check the cumulated fulfillment of the following conditions:

a) if the transfer request is signed both by the transferring NU and by the transfer beneficiary;

b) if the data presented in the capacity transfer request are correct and complete;

c) if the transferring NU owns the capacity to be transferred for the entire period in which the transfer is supposed to occur and which is mentioned in the capacity transfer request.

(6) If the conditions laid down in para. (5) a), b) and c) are met, and both parties involved in the capacity transfer have the status of NU at the time the request is processed, the TSO approves the transfer of those capacities that have been explicitly accepted by the NU beneficiary of the transfer, in the transfer request submitted, the transmission capacities refused to be taken over by the UN beneficiary of the transfer will remain in the portfolio of the transferring NU.

(7) If the conditions set out in par. (5) a), b) and c) are met, but the beneficiary of the capacity transfer does not have a transmission contract concluded with the TSO upon the receipt of the capacity transfer request, the TSO will send, no later than one working day from receiving the request for transfer, any comments on the proposed transmission capacity schedule proposed by the capacity transfer beneficiary, the related transmission contract, in duplicate, drawn up under the transmission framework contract set out in Annex. 1 and the amount of the security to be established by the applicant in favor of the TSO, in the format agreed in advance, the request for capacity transfer will be approved, as provided in par. (6) upon the receipt by the TSO of a signed original copy of the transmission contract and the proof of the executed security.

(8) If the capacity transfer beneficiary does not send to the TSO the signed copies of the transmission contract, accompanied by the proof of the executed security in the form and amount requested by the TSO, until the business day preceding the one set in the transfer request for the actual capacity transfer, the capacity transfer request is rejected by the TSO, this being notified earlier in the same day, to the transferring NU.

(9) If the capacity transfer request is not approved after the failure to comply with the conditions in para. (5) a), b) and c), the TSO will clearly specify the reason for refusal, within one working day after the receipt of the request for transfer.

(10) If the capacity transfer request is approved under the conditions stipulated in par (6), the TSO will amend the transmission contracts concluded with the transferring NU and the NU beneficiary of the transfer accordingly and will proceed to recalculating the amount of the guarantees executed by both NU.

(11) If the capacity transfer request is approved under the conditions stipulated in par (7), the TSO will amend the transmission contract concluded with the transferring NU and will proceed to recalculating the amount of the guarantee executed by that NU.

(12) The amendments to the transmission contracts performed according to the provisions of par (10) and (11) are communicated to the adjacent system operators in the entry/exit points in/out of the NTS which were the subject of the capacity transfer.

**Art.80.** – (1) The NU may request the TSO to perform a transmission capacity transfer from the entry/exit in/out of the NTS in which he booked capacity to other entry/exit in/out of the NTS of the same type and tariff level in which he has booked or not transmission capacity, by sending to the TSO a capacity transfer request in the TSO’s online information platform. If the TSO’s information platform is not available, the NU sends a capacity transfer request drawn up according to the template provided in Annex no 82.

(2) The capacity transfer requests effective for a period starting from the gas day D are sent to the TSO’s online information platform until the calendar day D-1, 12:00 o’clock, the latest. The transmission capacity booked by a NU adjusted by the capacity transfers performed by it in line with the provisions of this paragraph and or art. 79 para (4) and approved by the TSO until 02:00 p.m., the latest, of the calendar day D-1, is taken into account by the TSO in the nomination, re-nomination, within day nominations and in the calculation of the capacity overruns for the capacity transfer period provided for in that NU’s capacity transfer request and approved by the TSO.

(21) The capacity transfer requests effective for the gas day D are sent to the TSO’s online information platform in the time frame 06:00 a.m. – 03:00 p.m. of the calendar day D. The transmission capacity booked by a NU, adjusted by the capacity transfers performed by it, in line with the provisions of this paragraph and of art 79 para (41) and approved by the TSO until 05:00 p.m., the latest, of the calendar day D, is taken into account by the TSO in the within day nomination processes and in the calculation of the capacity overruns for gas day D.

(3) TSO approves the capacity transfer request only if the following conditions are met:  
a) at the entry/exit points into/out of the NTS the NU wishes the booked capacity to be transferred, there exists available capacity of the same type as the booked one (firm/interruptible, or annual/quarterly/monthly/daily);

b) The entry/exit points into/out of the NTS in which the NU wishes the booked capacity to be transferred, are of the same type (entry-entry; exit-exit) at the tariff level also (production-production, storage-storage, distribution-distribution, etc.) with the entry/exit points into/out of the NTS in which it has capacity booked, mentioned in the capacity transfer request.

(4) If the capacity transfer request is not approved, the TSO will specify clearly the reason for the refusal, a minimum one day before the date provided for the actual capacity transfer.

(5) If the capacity transfer request is approved, the TSO will modify accordingly the transmission contract concluded with that NU and will notify this amendment to the adjacent system operators of the entry/exit points into/out of the NTS which were the subject of the capacity transfer.

**Art. 801. –** The transmission capacity transfer mechanisms provided for in art 79 and 80 are applicable only in the case of the entry/exit points in/out of the NTS for which capacity is booked according to the “first come-first served principle”.

**Compulsory Capacity Transfer**

**Art. 81** - (1)If the NU was refused by the TSO due to lack of capacity for over one month, the TSO shall notify all NUs, having approved transmission contracts, with regard to the capacity request and shall advise the them to offer the relevant capacity to the NU by CTF or by voluntary capacity return to the TSO.

(2) At the same time, the TSO shall submit to all NUs having approved transmission contracts a request to report their actual capacity needs for the relevant period based on supporting documents, within five (5) working days.

(3) If no offer of voluntary capacity return is submitted to the TSO and the latter is notified that the NU did not receive any offer for the requested capacity according to CTF, within ten (10) working days from the date at which the NU was notified, the TSO shall assess the clarifications and information received under paragraph (2).

(4) If the TSO deems that the clarifications are unjustified or if the NU fails to provide the aforementioned information, the TSO shall be entitled to start a compulsory capacity transfer.

(5) If several NUs are in the same situation, the compulsory capacity transfer shall apply to all such NUs proportionally with the unjustified capacity.

(6) In case of compulsory capacity transfer, the TSO shall submit a written notification to the NU with regard to the decision made, specifying the reasons for starting such transfer.

(7) Under the circumstances contemplated by paragraph (6), the TSO shall unilaterally amend the transmission contract accordingly.

(8) If the compulsory capacity transfer is considered to be unjustified and discriminatory, the NU may address CA.

(9) The NU subjected to a compulsory capacity transfer shall continue to pay for the remaining capacity and it shall also pay 5% of the transferred transmission capacity, from the date of the compulsory capacity transfer until the end of the booking period.

(10) The TSO shall keep records of the compulsory capacity transfers to be submitted to CA, whenever requested.

(11) The TSO shall develop the capacity of the points where physical congestion is noticed.

**NTS Balancing**

**Art. 82** - The NTS physical and commercial balancing refers to a range of activities and procedures required to ensure safe gas transmission through the NTS and to allocate gas at the level of NUs.

**Physical Balancing**

**Art. 83** - The physical balancing is the management and balancing of the gas quantities transmitted through the NTS by monitoring and controlling the flow, pressure and gross calorific power parameters related to the gas in the entry and exit points as well as in the technological hubs of the NTS.

**Art.831.** – the NTS is in balance condition when on all the transmission directions the following conditions are fulfilled at the same time:

1. the appropriate pressure conditions are registered for the safe operation of the NTS;
2. the gas quantities related to the NU portfolios exited from the NTS are situated at the same level with the gas quantities entered in the NTS during a gas day.

**Art.832.** – (1) According to the provisions of the Power and Gas Law no 123/2012, as subsequently amended and supplemented, the TSO cannot own gas but for the balancing and safe operation of the NTS.

(2) In order to ensure the safe operation of the NTS, the TSO must own a sufficient amount of natural gas for the system balancing, as gas stored in the pipelines and/or as balancing gas in the underground storages and to perform NTS balancing actions stored in the underground storage facilities and to perform actions for the system balancing, including by the performance of sale/purchase transactions, for gas quantities necessary for the physical balancing of the system, in a transparent, non-discriminatory fashion by the use of the market mechanisms.

(3) The balancing actions performed by of the TSO may include, after the performance of the other balancing actions and the operations performed by the TSO for:

a) the framing of the gas quantities related to the portfolio of a NU, nominated in the exit points out of the NTS within the limits set for the actual level imposed of the gas quantities injected by that NU in the entry points in the NTS during a gas day;

b) the framing of the gas quantities related to the portfolio of a NU, nominated in the entry points in the NTS within the limits set for the actual level imposed of the gas quantities injected by that NU in the exit points out of the NTS during a gas day.

(4) The balancing actions of the TSO will be determined only by the objective necessity to maintain the operative parameters related to the operation of the NTS within the maximum and minimum limits set and published by the TSO on its own website, in the section dedicated to the NU, being independent of the possible commercial imbalances of each NU.

(5) The balancing actions may be prevented as well, in the sense that they are undertaken in order to avoid the risk of affecting limits of the NTS operation parameters, risk resulted from the daily calculations performed by the TSO, based on the data from the preliminary transmission programs and/or the NU daily nominations, for the optimization of the gas flows in the system.

(6) The purchase of natural gas performed by the TSO for their use for its own technological consumption is not considered balancing action of the NTS.

(7) The operations undertaken by the TSO for the physical balancing of the NTS are meant for the balancing of the differences between the gas quantities delivered in the NTS by the NU and the ones overtaken by them from the NTS during a gas day or as a result of the occurrence of unexpected events.

(8) The purchase of the gas necessary for balancing is performed as follows:

a) within the centralized gas markets either based on standard contracts specific to centralized markets or based on a gas sale-purchase contract drawn up by the TSO and endorsed by NERA and/or

b) by market mechanisms, in a transparent and non-discriminatory fashion, in compliance with the national legislation for public procurement contract awarding, based on a gas sale-purchase contract drawn up by the TSO and endorsed by NERA.

(9) The sale of balancing gas is performed within the centralized gas markets either based on standard contracts specific to the centralized contracts, either based on a gas sale-purchase contract drawn up by the TSO and endorsed by NERA. If the NTS balancing action by the sale by the TSO of the gas quantities delivered in surplus in the system is not produced in 24 hours, the TSO will store those gas quantities in the NTS and/or the underground storage facilities for the performance of future balancing actions.

(10) Until the end of each gas day, the TSO publishes on its own webpage, in the section dedicated to the NU, for each NTS physical balancing action materialized by the sale or purchase of balancing gas quantities and for each gas day for which the balancing action is performed, information related to the type of balancing action (preventive or not), the type of the transaction (sale or purchase), the quantity of traded gas, the price related to each transaction, the average weighted price of the purchase transactions performed by the TSIO for that gas day and the weighted average price of the sale transactions performed by the TSO in that gas day.

**Art. 84** - (1) TheTSO dispatching center receives daily information on the approved nominations/re-nominations uploaded to the IT Platform for:

* NU;
* TSO, for own technological consumption;
* TSO, for NTS balancing gas;

(2) The calculations made by the TSO to improve the gas flow through the NTS for each gas day of the subsequent gas week shall include the following:

1. forecast of the line-pack at the beginning of the gas day;
2. forecast of the line-pack at the end of the gas day;
3. identification of the restrains if the deliveries are forecasted to exceed the available capacity at the relevant location (e.g. through pipeline sections which are to be repaired);
4. identification of the balancing gas amounts for the subsequent gas day in order to make use of the underground storage facilities and/or of other gas sources.

**Commercial Balancing**

**Art.85. –** (1) The commercial balancing is a set of actions by which the NU balance their gas quantities they introduce and take over from the NTS and all the activities necessary for the bookkeeping and correct allocation of the transmitted gas.

(2) In view of the commercial balancing, by the NU, of the gas quantities introduced and taken over from the NTS related to their own portfolios, the TSO submits to them, until 10.00 o’clock of each gas day D, according to the provisions of art 37 par. (2), the following data/information:

1. the gas quantity that exists in the NTS in the beginning and at the end of the gas day D-1;
2. the general condition of the NTS in the gas day D at 06:00 o’clock, that is information regarding the compliance or not with the limits of the functional parameters imposed by the operation of the NTS under safe and efficient conditions or their non-compliance with them;
3. the necessity for the TSO to initiate some balancing actions with a potential impact upon the balancing gas price related to the gas day D;
4. forecast of the aggregated balance/imbalance position for the NU, related to the gas day D.

**Balancing equations**

**A. General NTS balancing equation **

 (1)

where:

• - the energy of gas delivered by all NUs at NTS entry points from the production fields and the energy of gas delivered by TSO at NTS same points.

For a number  of NU and for a number  of entry points from the production fields,  may be as follows:

 (2)

• - the energy of gas delivered by all NUs at NTS import entry points and the energy of gas delivered by TSO at NTS same points.

For a number  of NU and for a number  of import entry points,  may be as follows:

 (3)

•  - the energy of gas delivered by all NUs at all entry/exit points of the storage facilities included in the withdrawal cycle and the energy of gas delivered by TSO at NTS same points.

This formula includes two components, respectively:

 (4)

where:

- the energy of gas delivered to NTS under source mode, by all NUs at all entry/exit points of the storage facilities included in the withdrawal cycle and the energy of gas delivered by TSO at NTS same points.

For a number  of NU and for a number  of storage facilities’ entry/exit points,  may be as follows:

 (4.1)

- the energy of gas delivered under balancing mode, by all NUs at all NTS entry/exit of the storage facilities included in the withdrawal cycle and the energy of gas delivered by TSO at NTS same points.

For a number  of NU and for a number  of storage facilities’ entry/exit points,  may be as follows:

 (4.2)

• - the energy of gas taken over by all NUs from all NTS exit points, except the points afferent to the storage facilities, by all NUs.

For a number  of NU and for a number  of NTS exit points, except the points afferent to the storage facilities,  may be as follows:

 (5)

• - the energy of gas afferent to located- determined technological consumptions - representing the energy of gas consumed by TSO to perform the activities related to gas transmission through NTS.

 element is calculated as the sum of the following energies:

* the energy of gas used as fuel for the consumption of compression stations;
* the energy of gas used as fuel for heating the gas and the technological facilities;
* the energy of gas exhausted from pipelines in order to clean them of foreign matter;
* the energy of gas used to blow off the foreign matter from liquid separators;
* the energy of gas exhausted during regular check and adjustment of pressure relief valves;
* the energy of gas used for NTS repair, rehabilitation and development works.

The above mentioned energies shall be calculated using a mean calorific power for the entire NTS.

• - the energy of gas afferent to non-located – estimated technological consumptions - representing the energy of gas accidentally exhausted from NTS.

 element represents the sum of the following energies:

* the energy of gas exhausted due to outrunning the pipelines standard operation life cycle;
* the energy of gas exhausted by detachable joint seals, caused by operation wear and tear;
* the energy of gas exhausted by the pressure relief valves due to an accidental increase of pressure;
* the energy of gas exhausted due to technical accidents (cracks, fractures).

The above mentioned energies shall be calculated using a mean calorific power for the entire NTS.

• - the energy of gas afferent to losses localized in NTS – representing the energy afferent to the gas quantity which should have been taken over by one or several NUs but which was lost due to faults located in a section adjacent to one or several NTS physical exit points.

For a number  of NU,  may be as follows:

 (7)

where:  - the nominated energy but not taken over by NU `r` at the exit points affected by a NTS located fault:

If the NTS located gas loss affects only one NU `r`, the element shall be determined using the following formula:

 (8)

where:  - the energy nominated by NU `r` at the exit points affected by a NTS located fault;

 - the energy taken over by NU `r` at the exit points affected by a NTS located fault;

Comment:  element is included in the component of equation (1).

If the NTS located gas loss affects two or several NUs, the  component shall be calculated for each of them using the following formula:

 (9)

where:  - the sum of energies nominated by all NUs at the exit points affected by a NTS located fault;

 element, included in the equation, has only a balancing purpose.

The TSO shall recover, on its own expense, all located losses occurred in NTS, except the Force Majeure events.

Upon NU submission of supporting documents, proving the cost of gas, TSO shall ensure:

- financial indemnification within 1 calendar month, or

- the lost gas quantity, on a mutually agreed date, depending on the settlement method agreed by the parties.

• - the energy fluctuation of gas stored in NTS pipelines – representing the difference between the energy contained by NTS at the beginning of a gas day and the energy contained by NTS at the end of the same gas day.

•  - the energy of gas taken over from NTS by all NUs and the energy of gas taken off from NTS by TSO at all entry/exit points of the storage facilities included in the injection cycle.

This element has two components, respectively:

 (10)

where:

- the energy of gas taken over from NTS by all NUs under source mode and the energy of gas taken off from NTS by TSO at all entry/exit points of the storage facilities included in the injection cycle.

For a number  of NU and a number  of storage facilities’ entry/exit points,  may be as follows:

 (10.1)

- the energy of gas taken over from NTS by all NUs under balancing mode and the energy of gas taken off from NTS by TSO at all entry/exit points of the storage facilities included in the injection cycle.

For a number  of NU and a number  of storage facilities’ entry/exit points,  may be as follows:

 (10.2)

**B. NU balancing equation**

 (11)

where:

• - the energy of gas delivered to NTS by all NUs `i`, at all entry points of the production fields.

For a number  of entry points of the production fields,  component shall be calculated using the following formula:

 (12)

where:

 - is the gas volume delivered from the production fields to NTS by UR `i` at `j` entry point;

 - is the determined gross calorific power afferent to `j` entry point of the production fields.

• - the energy of import gas delivered to NTS by NU `i`, at all entry points.

For a number  of import entry points,  element shall be calculated using the following formula:

 (13)

where:

 - is the import gas volume delivered to NTS by NU `i` at `k` import entry point;

 - is the determined gross calorific power afferent to `k` import entry point.

•  - the energy of gas delivered to NTS by NU `i`, at all entry/exit points of the storage facilities included in the withdrawal cycle.

This element has two components, respectively:

 (14)

where:

- the energy of gas delivered to NTS under source mode by NU `i`, at all entry/exit points of the storage facilities included in the withdrawal cycle.

For a number  of storage facilities’ entry/exit points,  element shall be calculated using the following formula:

 (14.1)

where:

 - is the gas volume delivered to NTS under source mode , by NU `i` at `l` entry/exit point of the storage facilities included in the withdrawal cycle;

 - is the determined gross calorific power afferent to `l` entry/exit point of the storage facilities.

- the energy of gas delivered to NTS under balancing mode by NU `i`, at all entry/exit points of the storage facilities included in the withdrawal cycle.

For a number  of storage facilities’ entry/exit points,  element shall be calculated using the following formula:

 (14.2)

where:

 - is the gas volume delivered to NTS under balancing mode by NU `i`, at `l` entry/exit point of the storage facilities included in the withdrawal cycle;

 - is the determined gross calorific power afferent to `l` entry/exit point of the storage facilities.

• - the energy of gas received by NU `i` from one or several NUs through GTF.

The  element shall be calculated as the algebraic sum of all gas quantities – expressed as energy units – received through GTF by NU `i`.

• - the imbalance component of NU `i` – representing the gas energy required to keep the balance of NU `i` client portfolio.

The  element represents the actual result of NU `i` (11) balancing equation.

The  element’s value may be:

- zero – indicating that NU `i` was unable to keep its client portfolio balance;

- positive – indicating that NTS gas off-takes of NU „i` are higher than the deliveries;

- negative - indicating that NTS gas off-takes of NU `i` are below the deliveries.

• - the energy of gas taken over from NTS by NU `i` at all exit points, except the points afferent to the storage facilities.

For a number  of NTS exit points, except the points afferent to the storage facilities, the element shall be calculated using the following formula:

 (15)

where:

 - is the gas volume taken over from NTS by NU `i`, at `m` exit point;

 - is the determined gross calorific power afferent to `m` exit point.

•  - the gas energy efferent to NTS located losses, which should have been taken over by NU `i`.

The  element shall be calculated using the (8) and (9) formulas.

•  - the energy of gas taken over from NTS by NU `i`, at all entry/exit points of the storage facilities included in the injection cycle.

This element has two components, respectively:

 (16)

where:

- the energy of gas taken from NTS under source mode by NU `i`, at all entry/exit points of the storage facilities included in the injection cycle.

For a number  of storage facilities’ entry/exit points,  component shall be calculated using the following formula:

 (16.1)

where:

 - is the gas volume taken over by NU `i` from NTS under source mode, at `l` entry/exit point of the storage facilities included in the injection cycle;

 - is the determined gross calorific power afferent to `l` storage facilities’ entry/exit points.

- the energy of gas taken over by NU `i` from NTS under balancing mode, at all entry/exit points of the storage facilities included in the injection cycle.

For a number  of storage facilities’ entry/exit points,  component shall be calculated using the following formula:

 ` (16.2)

where:

 - is the gas volume taken over by NU `i` from NTS under balancing mode, at `l` entry/exit point of the storage facilities included in the injection cycle;

 - is the determined gross calorific power afferent to `l` storage facilities’ entry/exit points.

• - the energy of gas given by NU `i` to one or several NUs by using GTF.

The  element shall be calculated using the algebraic sum of all gas quantities - expressed as energy units – given by UR `i` through GTF.

**C. TSO balancing equation**

 (17)

where:

• - the energy of gas delivered by TSO to NTS, at all entry points of the production fields.

For a number  of production fields’ entry points,  component shall be calculated using the following formula:

 (18)

where:

 - is the gas volume delivered by TSO to NTS at `j` entry point of the production fields;

 - is the determined gross calorific power afferent to `j` production fields’ entry point.

• - the energy of import gas delivered to NTS by TSO, at all entry points.

 component does not take into account the energy of gas representing the value of transit services provided by TSO, gas which is supplied to TSO clients. This gas is included in the import component of each NU who buys gas from TSO.

For a number  of import entry points,  component shall be calculated using the following formula:

 (19)

where:

 - is the import gas volume delivered to NTS by TSO at `k` entry point;

 - is the determined gross calorific power afferent to `k` import entry point.

•  - the energy of gas delivered to NTS by TSO, at all entry/exit points of the storage facilities included in the withdrawal cycle.

This element has two components, respectively:

 (20)

where:

- the energy of gas delivered to NTS by TSO under source mode, at all entry/exit points of the storage facilities included in the withdrawal cycle.

For a number  of storage facilities’ entry/exit points,  component shall be calculated using the following formula:

 (20.1)

where:

 - is the gas volume delivered to NTS by TSO under source mode, at `l` entry/exit point of the storage facilities included in the withdrawal cycle;

 - is the determined gross calorific power afferent to `l` storage facilities’ entry/exit point.

- the energy of gas delivered to NTS by TSO under balancing mode, at all entry/exit points of the storage facilities included in the withdrawal cycle.

For a number  of storage facilities’ entry/exit points,  component shall be calculated using the following formula:

 (20.2)

where:

 - is the gas volume delivered to NTS by TSO under balancing mode, at `l` entry/exit point of the storage facilities included in the withdrawal cycle;

 - is the determined gross calorific power afferent to `l` storage facilities’ entry/exit point.

• - NTS residual balancing component – representing the algebraic sum, but with changed mark, of the imbalances generated by all NU, respectively the gas quantity – expressed as energy units – delivered or taken off to/from NTS by TSO in order to keep the NTS balance.

The  element represents the actual result of TSO (17) balancing equation.

For a number  of NU,  component shall be calculated using the following formula:

 (21)

where:  - is the imbalance component of NU `i`; this component was explained in NU `i` balancing equation.

The  element’s value may be:

- zero – indicating that all NUs have kept their client portfolio balance which impacts the maintenance of NTS general balance; in this case, TSO shall not be forced to proceed to NTS residual balancing;

- negative – indicating the existence of a gas deficit in NTS, deficit which TSO must cover by delivering to NTS the quantity resulted following the application of formula (21);

- positive - indicating the existence of a gas excess in NTS, excess which TSO must eliminate by taking off from NTS the quantity resulted following the application of formula (21).

• - the gas energy afferent to the located – determined technological consumptions – this wording was explained in NTS general balancing equation.

• - the gas energy afferent to the non-located – estimated technological consumptions – this wording was explained in NTS general balancing equation.

• - the energy fluctuation of NTS line-pack gas – this wording was explained in NTS general balancing equation.

• - the energy of gas taken off by TSO from NTS under source mode, at all entry/exit points of the storage facilities included in the injection cycle.

For a number  of storage facilities’ entry/exit points,  component shall be calculated using the following formula:

 (22)

where:

 - is the gas volume taken off by TSO from NTS under source mode, at `l` entry/exit point of the storage facilities included in the injection cycle;

 - is the determined gross calorific power afferent to `l` storage facilities’ entry/exit point.

• - the energy of gas taken off by TSO from NTS under balancing mode, at all entry/exit points of the storage facilities included in the injection cycle.

For a number  of storage facilities’ entry/exit points,  component shall be calculated using the following formula:

 (23)

where:

 - is the gas volume taken off by TSO from NTS under balancing mode, at `l` entry/exit point of the storage facilities included in the injection cycle;

 - is the determined gross calorific power afferent to `l` storage facilities’ entry/exit point.

**~~Balancing procedures~~**[[18]](#footnote-18)

**~~A. Daily~~**[[19]](#footnote-19)

**Art.86. –** (1) The daily imbalance is the difference between the gas quantities actually delivered at the NTS entry points and the gas quantities actually taken over at the NTS exit points by each NU separately, on a certain gas day, taking also into account the trades notified at the VTP and confirmed by the TSO.

(2)The daily imbalance, expressed in energy units, is calculated for each NU by using the balance equations established in this section, as well as the following formula:

DI = Ai + TC – TV – Ae, where:

DI – daily imbalance;

Ai – allocation at the entry points where the NU booked capacity;

Ae – allocation at the exit points where the NU booked capacity;

TC, TV – have the meaning established at Art. 52, paragraph (3).

**Art. 861. –** (1) The TSO shall calculate the initial daily imbalance for the gas day D-1 for each NU, using the initial allocations for the gas day D-1, and shall notify the NU with regard to the initial daily imbalance recorded on the gas day D-1 until 2:15 p. m. the latest of each gas day D.

(2) The initial daily imbalance is informative.

**~~B. Weekly~~**[[20]](#footnote-20)

**~~Art.87. –~~** ~~(1) At the end of each gas week, by adding up all daily provisional imbalances of the relevant gas week, TSO shall calculate the aggregated provisional imbalance for each NU.~~

~~(2) Until the latest 15.00 p.m. on the first gas day of~~ *~~n~~* ~~gas week, TSO shall notify NU with regard to its aggregated provisional imbalance of~~ *~~n-1~~* ~~week.~~

~~(3) The aggregated provisional imbalance is of information nature.~~

~~(4) The economic operators, mentioned by Art. 2(1), shall take all the necessary measures as to be able to send the information established by paragraph (1) – (3) in relation to Saturdays, Sundays and the other legal holydays.~~~~[[21]](#footnote-21)~~

**~~C. Monthly~~**[[22]](#footnote-22)

**Art. 88. –** (1) The TSO shall notify the NU with regard to its final imbalance for each gas day of the previous calendar month until the latest 2:30 p.m. of the 10th day of each month.

(2) The daily final imbalance shall be calculated by the TSO for each gas day, based on the final allocations for the relevant gas day.

(3) Within 72 hours from NU`s receipt of the information sent by the TSO in relation to their final daily imbalance, between 2:30 p.m. of the 10th calendar day and 2:30 p.m. of the 13rd calendar day of each month, the NU shall notify the TSO, according to Art. 37, paragraph (2), with regard to the use of the GTF, according to Art. 64.

(4) In the 13th calendar day of each month, between 2:30 p.m. and 6:00 p.m., the TSO shall re-calculate the final imbalance for each NU and each gas day of the previous month, based on the information sent by the NU with regard to the quantities transferred by the GTF, and shall communicate the daily imbalances re-calculated.

**~~Table 1 – Balancing procedures~~**[[23]](#footnote-23)

|  |  |  |  |
| --- | --- | --- | --- |
|  | **~~Procedure~~** | **~~Reply to NU~~** | **~~Implications~~** |
| ~~Daily~~ | ~~The TSO shall calculate the daily provisional imbalance based on the provisional allocation for the previous gas day~~ | ~~The TSO shall notify the NU with regard to its provisional imbalance for the n-1 gas day until the latest 2:15 p.m. of the n gas day.~~ | ~~Daily provisional imbalance is informative.~~ |
| ~~Monthly~~ | ~~The TSO shall calculate the daily imbalance based on the final allocation for each gas day of the relevant calendar month~~ | ~~The TSO shall notify the NU with regard to the daily imbalance for each gas day of the relevant month within maximum 5 working days as of the end of the month, until 4:00 p.m.~~ | ~~For each gas day where their daily imbalance exceeds the daily tolerance in Table 2, the NUs may use the GTF.~~ |
| ~~In the next three working days~~ | ~~Possible use of the GTF~~ | ~~The GTF shall be executed starting from the 6~~~~th~~ ~~working day as of the end of the month, from 10:00 a.m. and until the 9~~~~th~~ ~~working day, at 10:00 a.m.,~~  ~~The TSO shall re-calculate and display the final daily imbalances on the 9~~~~th~~ ~~working day, between 10:00 a.m. – 12.00 o`clock.~~ | ~~The NUs shall be charged with the daily imbalance tariffs in Table 7 for each gas day when their final daily imbalance after the GTF exceeds the daily tolerance in Table 2.~~ |

**~~Daily imbalance~~**[[24]](#footnote-24)

**Art. 89.** – (1) Following calculation of the final daily imbalance for each NU and each gas day of the previous month, according to Art. 88, the NU are in one of the following situations:

1. Surplus: if the difference between the gas that entered the NTS and the gas that exited the NTS is higher than zero;
2. Deficit: if the difference between the gas that entered the NTS and the gas that exited the NTS is below zero.

(2) If the TSO establishes a `surplus` imbalance situation for the individual portfolio of a NU, such NU shall accept to sell to the TSO the gas quantity representing the recorded imbalance.

(3) If the TSO establishes a `deficit` imbalance situation for the individual portfolio of a NU, such NU shall accept to buy from the TSO the gas quantity representing the recorded imbalance.

**Art. 891.** (1) In order to reduce the financial exposure of the NU regarding the value of the final imbalance recorded, the TSO shall consider a tolerance level of 5%, according to paragraph (3).

(2) The tolerance level (T) is calculated by the following formula:

T = (Ai – Ae)/Ai \* 100, where:

Ai – allocation at entry points where the NU booked capacity;

Ae – allocation at exit points where the NU booked capacity.

(3) The tolerance level calculated shall be applied to the allocation at NTS entry points. If there is no capacity booked at the NTS entry points, the tolerance level calculated shall be applied to the allocation at NTS exit points.

**~~Table 2 – Daily imbalance~~**[[25]](#footnote-25)

|  |
| --- |
| **~~Daily imbalance~~** |
| ~~2.5% < final daily imbalance ≤ 5% out of the total allocation at entry points~~ |
| ~~5% < final daily imbalance ≤ 15% out of the total allocation at entry points~~ |
| ~~final daily imbalance > 15% out of the total allocation at entry points~~ |

~~Note: absolute values of the final daily imbalance~~

**~~Table 3 – Aggregated imbalance~~**[[26]](#footnote-26)

|  |
| --- |
| **~~Aggregated imbalance~~** |
| ~~4%< final aggregated imbalance ≤ 8% out of the total allocation at entry points~~ |
| ~~8%< final aggregated imbalance ≤ 12% out of the total allocation at entry points~~ |
| ~~12%< final aggregated imbalance ≤ 15% out of the total allocation at entry points~~ |
| ~~15%< final aggregated imbalance ≤ 20% out of the total allocation at entry points~~ |
| ~~final aggregated imbalance > 20% out of the total allocation at entry points~~ |

~~Note: absolute values of the final aggregated imbalance~~

**Emergency supply service**

**Art.90. –** The provisions of legal regulations concerning the emergency situations in the natural gas industry shall apply.

**Force Majeure**

**Art.91. –** The emergency supply situation shall not cover the Force Majeure.

**Art.92. –** The Force Majeure, force majeure event related rights and obligations of TSO and of NU shall be as provided for by the Civil Code.

**Gas metering at NTS entry/exit points**

**Art.93. –** (1) Gas metering shall be performed according to CA regulations in force.

(2) Gas metering systems at NTS entry/exit points shall be operated according to the provisions of `*Technical requirements regarding the operation of gas quantity metering points at NTS entry/exit`* established by Annex no9.

(3) The complaints regarding gas metering shall be settled according to the provisions of CA regulations and on the deadlines established by the applicable performance standard in force.

**Art.94. –** The minimum requirements related to gas quality are specified by the technical regulations drawn up by the CA.

**CAP. V MANAGEMENT OF TRANSMISSION CONTRACTS**

**Art.95. –** The tariffs afferent to NTS use shall be annually substantiated by TSO and established by the CA.

**Art.96. –** (1)TSO shall constantly publish on its webpage, the tariffs afferent to NTS use.

(2) The tariffs shall be updated with, at least, 30 days prior to the beginning of the capacity booking period.

**NTS transmission tariff**

**Art.97. –** NU shall pay to TSO an amount corresponding to the transmission services value, according to the contracting provisions.

**~~Nomination non-compliance tariff~~**[[27]](#footnote-27)

**~~Art.98.~~** ~~– NU shall pay a nomination non-compliance tariff for each gas day and each NTS entry/exit point where the NU allocation is different from the allocation approved with a value exceeding the limits specified by Table 5.~~ ~~[[28]](#footnote-28)~~

**Tariff for exceeding the booked capacity**

**Art. 99.** – For each gas day and for eachNTS entry/exit point where NU exceeded the capacity booked, such NU shall pay to the TSO a tariff for exceeding the booked capacity (TDCR) calculated as follows:

TDCR = RCf x (CUTL – CREZ), where:

RCf – fixed capacity booking component of the tariff for the firm transmission service per day (RON/MWh/h);

CUTL – total capacities actually used for the same type of NTS entry/exit points (MWh/day);

CREZ – total capacities booked by the NU for the same type of NTS entry/exit points (MWh/day).

**~~Table 4 – Limits for exceeding the booked capacity~~**[[29]](#footnote-29)

|  |  |
| --- | --- |
| **~~Point~~** | **~~Limit~~**  **~~(percent out of the booked capacity)~~** |
| ~~Import entry point~~ | ~~5%~~ |
| ~~Entry point of production fields~~ | ~~7%~~ |
| ~~Entry point of underground gas storage facilities~~ | ~~7%~~ |
| ~~Exit points~~ | ~~5%~~ |

**~~Tariff for delivery under the approved nomination~~**[[30]](#footnote-30)

**~~Art.100. –~~** ~~Pursuant to Art. 76 and Annex no 10, TSO shall pay to NU a tariff for delivery under the approved nomination, afferent to the non-compliant gas quantities, depending on the limits specified by Table 6.~~~~[[31]](#footnote-31)~~

**Tariff for not ensuring the booked capacity**

**Art. 101.** – (1) The TSO shall pay to the NU a tariff for not providing the booked capacity.

(2) It is considered that the TSO does not ensure the booked capacity when it applies a capacity limitation/interruption without complying, from its exclusive fault, with the obligations under the transmission contract or Network Code.

(3) The tariff for not providing the booked capacity shall be calculated for each gas day and each type of NTS entry/exit points where the TSO did not provide the capacity booked by the NU, by the formula:

TNCR= RCf x (CREZ – CASG), where:

RCf – fixed capacity booking component of the tariff for the firm transmission service per day (RON/MWh/h);

CREZ – total capacities booked by the NU for the same type of NTS entry/exit points (MWh/day);

CASG – total capacities actually provided by the TSO for the same type of NTS entry/exit points (MWh/day).

**~~Table 5 – Limits for establishing the nomination non-compliance tariff~~**[[32]](#footnote-32)

|  |
| --- |
| **~~Limits for establishing the nomination non-compliance tariff~~** |
| ~~3%<difference between the allocation and the approved nomination ≤ 10% out of the approved nomination at the entry/exit point~~ |
| ~~10% < difference between the allocation and the approved nomination ≤ 20% out of the approved nomination at the entry/exit point~~ |
| ~~difference between the allocation and the approved nomination > 20% out of the approved nomination at the entry/exit point~~ |

~~Note: absolute values~~

**~~Table 6 – Limits for establishing the under-nomination delivery tariff~~**[[33]](#footnote-33)

|  |
| --- |
| **~~Limits for establishing the under-nomination delivery tariff~~** |
| ~~3%< difference between the allocation and the approved nomination ≤ 10% out of the total approved nomination at the exit points~~ |
| ~~10% < difference between the allocation and the approved nomination ≤ 20% out of the total approved nomination at the exit points~~ |
| ~~difference between the allocation and the approved nomination > 20% out of the total approved nomination at the exit points~~ |

~~Note: absolute values~~

**Daily imbalance tariff**

**Art.102. –** (1) The daily imbalance tariff is calculated by multiplying the final daily imbalance (Q) determined in accordance with Art. 88, with the applicable price (P) calculated according to Art. 1021 - 1025, as applicable, taking into account the calculation of the tolerance level at Art. 891.

(2) For a NU the final daily imbalance of which is lower than or equal to the tolerance level of 5%, the DIT is calculated according to Art. 1021 - 1025, as applicable, for the entire imbalance.

(3) For a NU the final daily imbalance of which is higher than the tolerance level of 5%, the DIT is calculated according to Art. 1021 - 1025, as applicable, and represents the sum of the IT related to the amount of the daily imbalance up to the 5% tolerance and of the DIT related to the amount of the daily imbalance above the 5% tolerance.

**~~Table 7 – Daily imbalance value~~**[[34]](#footnote-34)

|  |  |
| --- | --- |
| ~~Daily imbalance(\*)~~ | ~~Establishing the daily imbalance value~~ |
| ~~2.5% < final daily imbalance ≤ 5% out of total allocation at entry points~~ | ~~A x the quantity exceeding the total allocation at entry points~~ |
| ~~5% < final daily imbalance ≤ 15% out of total allocation at entry points~~ | ~~B x the quantity exceeding the total allocation at entry points~~ |
| ~~final daily imbalance > 15% out of total allocation at entry points~~ | ~~C x the quantity exceeding the total allocation at entry points~~ |

~~(\*) absolute values~~

**Art. 1021. –** (1) If on a gas day the total imbalance of the NU in a `deficit` imbalance situation is equal to the total imbalance of the NU in a `surplus` imbalance situation, for the amount of daily imbalance up to the acceptable tolerance limit of 5%, the price applicable both to the gas quantity representing positive imbalance sold by the NU to the TSO and to the gas quantity representing negative imbalance bought by the NU from the TSO is the weighted average price of all gas transactions, including related to the GTF, notified at the VTP for the relevant day.

(2) For the NU in a `surplus` imbalance situation, for the amount of the daily imbalance exceeding the acceptable tolerance limit of 5%, the price applicable to the relevant amount of gas sold by the NU to the TSO is the marginal selling price, calculated by the following formula:

PMV = PMP x (1 – Caj), where:

PMV – the marginal selling price

PMP – the weighted average price of all gas transactions, including related to the GTF, notified at the VTP for the relevant day

Caj – the adjustment component, representing 10%.

(3) For the NU in a `deficit` imbalance situation, for the amount of the daily imbalance exceeding the acceptable tolerance limit of 5%, the price applicable to the relevant amount of gas sold by the NU to the TSO is the marginal buying price, calculated by the following formula:

PMC = PMP x (1 + Caj), where:

PMC – the marginal buying price

PMP – the weighted average price of all gas transactions, including related to the GTF, notified at the VTP for the relevant day

Caj – the adjustment component, representing 10%.

(4) If there are no transactions notified in the VTP, it shall be taken into account the weighted average price of all gas transactions in the centralized gas markets in Romania for the relevant gas day. Considering the low liquidity of the short - term wholesale market, if no transactions were performed for the relevant gas day, it shall be taken into account the weighted average price of the last day for which there were transactions notified at the VTP.

(5) At the moment of the initial application of the provisions regarding the DIT, if there are no transactions notified in the VTP or transactions performed in the centralized gas market in Romania for the relevant gas day, the last transactions performed in the centralized gas market in Romania shall be applied for establishing the applicable price.

(6) By the end of each gas day, the TSO shall publish on its website, in the section dedicated to the NU, for each transaction notified by the NU at the VTP for the relevant gas day, including following use of the IDN, information regarding the quantity of the gas traded, the price of the transaction and the weighted average price of all transactions notified at the VTP for the relevant gas day.

(7) On the gas day following the last day on which it is possible to perform the FTG, the TSO shall publish on its website, in the section dedicated to the NU, for each gas day of the previous month, updated information regarding the weighted average price of the transactions notified at the VTP for the relevant gas day, resulting after the performance of the GTF.

**Art. 1022. –** (1) If on a gas day the total imbalance of the NU in a `deficit` imbalance situation is higher than the total imbalance of the NU in a `surplus` imbalance situation, and the TSO bought for the relevant gas day quantities of gas for the physical balancing of the NTS, the price applicable to the selling/buying of gas in a daily imbalance situation at the NU is the following:

a) For NU in a `deficit` imbalance situation, for the amount of the daily imbalance up to the acceptable tolerance limit of 5%, the price applicable to the relevant amount of gas bought by the NU from the TSO is the average weighted price of the buying transactions performed by the TSO for the relevant gas day;

b) For the NU in a `deficit` imbalance situation, for the amount of the daily imbalance exceeding the acceptable tolerance limit of 5%, the price applicable to the relevant amount of gas bought by the NU from the TSO is the marginal buying price;

c) For the NU in a `surplus` imbalance situation, for the amount of the daily imbalance up to the acceptable tolerance limit of 5%, the price applicable to the relevant amount of gas sold by the NU to the TSO is the average weighted price of all gas transactions including those regarding the GTF, notified at the VTP for the relevant gas day; if there are no transactions notified in the VTP, it shall be taken into account the weighted average price of all gas transactions in the centralized gas markets in Romania for the relevant gas day; considering the low liquidity of the short - term wholesale market, if no transactions were performed for the relevant gas day, it shall be taken into account the weighted average price of the last day for which there were transactions notified at the VTP;

d) For the NU in a `surplus` imbalance situation, for the amount of the daily imbalance exceeding the acceptable tolerance limit of 5%, the price applicable to the relevant amount of gas sold by the NU to the TSO is the marginal selling price.

(2) The marginal buying price is given by the higher of the following values:

a) the highest price at which the TSO performed buying transactions for the relevant gas day (CMMPC);

b) the average weighted price of the buying transactions performed by the TSO for the relevant gas day (PMPC), plus a 10% adjustment of it, based on the formula:

PMC = max (CMMPC, PMPC x 110%)

(3) The marginal selling price is calculated by the following formula:

PMV = PMP x (1 – Caj), where:

PMV – the marginal selling price

PMP – the weighted average price of all gas transactions, including related to the GTF, notified at the VTP for the relevant day; if there are no transactions notified in the VTP, it shall be taken into account the weighted average price of all gas transactions in the centralized gas markets in Romania for the relevant gas day; considering the low liquidity of the short - term wholesale market, if no transactions were performed for the relevant gas day, it shall be taken into account the weighted average price of the last day for which there were transactions notified at the VTP

Caj – the adjustment component, representing 10%

**Art. 1023. –** If on a gas day the total imbalance of the NU in a `deficit` imbalance situation is higher than the total imbalance of the NU in a `surplus` imbalance situation, and the TSO did not perform buying transactions for the relevant gas day for the physical balancing of the NTS, the price applicable to the selling/buying of gas in a daily imbalance situation is determined according to Art. 1021, for the relevant gas day.

**Art. 1024. –** (1) If on a gas day the total imbalance of the NU in a `deficit` imbalance situation is lower than the total imbalance of the NU in a `surplus` imbalance situation, and the TSO did not sell gas on the relevant gas day for the physical balancing of the NTS, the price applicable to the selling/buying of gas in a daily imbalance situation at the NU is the following:

a) For NU in a `surplus` imbalance situation, for the amount of the daily imbalance up to the acceptable tolerance limit of 5%, the price applicable to the relevant amount of gas sold by the NU to the TSO is the average weighted price of the selling transactions performed by the TSO for the relevant gas day;

b) For the NU in a ` surplus ` imbalance situation, for the amount of the daily imbalance exceeding the acceptable tolerance limit of 5%, the price applicable to the relevant amount of gas sold by the NU to the TSO is the marginal buying price;

c) For the NU in a `deficit` imbalance situation, for the amount of the daily imbalance up to the acceptable tolerance limit of 5%, the price applicable to the relevant amount of gas bought by the NU from the TSO is the average weighted price of all gas transactions including related to the GTF, notified at the VTP for the relevant day; if there are no transactions notified in the VTP, it shall be taken into account the weighted average price of all gas transactions in the centralized gas markets in Romania for the relevant gas day; considering the low liquidity of the short - term wholesale market, if no transactions were performed for the relevant gas day, it shall be taken into account the weighted average price of the last day for which there were transactions notified at the VTP;

d) For the NU in a `deficit` imbalance situation, for the amount of the daily imbalance exceeding the acceptable tolerance limit of 5%, the price applicable to the relevant amount of gas bought by the NU from the TSO is the marginal buying price.

(2) The marginal selling price is given by the lower of the following values:

a) the lowest price at which the TSO performed selling transactions for the relevant gas day (CMMPV);

b) the average weighted price of the selling transactions performed by the TSO for the relevant gas day (PMPV), minus a 10% adjustment of it, based on the formula:

PMV = min (CMMPV, PMPV x 90%)

(3) The marginal buying price is calculated by the following formula:

PMC = PMP x (1 + Caj), where:

PMC – the marginal buying price

PMP – the weighted average price of all gas transactions, including related to the GTF, notified at the VTP for the relevant day; if there are no transactions notified in the VTP, it shall be taken into account the weighted average price of all gas transactions in the centralized gas markets in Romania for the relevant gas day; considering the low liquidity of the short - term wholesale market, if no transactions were performed for the relevant gas day, it shall be taken into account the weighted average price of the last day for which there were transactions notified at the VTP.

Caj – the adjustment component, representing 10%

**Art. 1025. –** If on a gas day the total imbalance of the NU in a `deficit` imbalance situation is lower than the total imbalance of the NU in a `surplus` imbalance situation, and the TSO did not perform selling transactions for relevant gas day for the physical balancing of the NTS, the price applicable to the selling/buying of gas in a daily imbalance situation at the NU is determined according to Art. 1021, for the relevant gas day.

**Art. 1026. –** (1) All expense and income related to the balancing activities shall be recorded separately in the accounting records of the TSO.

(2) The TSO shall transfer to the NU all expense and income resulting from the balancing activities. The difference between the generated expense and income shall be allocated to the NU on a quarterly basis.

(3) The difference between the expense and income resulting from the balancing activities shall be allocated to the NU according to the methodology prepared by the TSO and approved by ANRE.

(4) The first allocation to the NU of the differences between the expense and income resulting from the balancing activities shall be performed after the approval of the methodology at paragraph (3).

(5) The value of the expense and income resulting from the balancing activities shall be published by the TSO on its website, according to the ANRE regulations.

**~~Aggregated imbalance tariff~~**[[35]](#footnote-35)

**~~Art.103. –~~** ~~(1) NUs shall be charged with an aggregated imbalance tariff for the aggregated imbalance limits specified by table 3. The aggregated imbalance tariff shall be charged for each gas week based on the final allocation, after NU has had the possibility to use GTF ex-post, according to the values in Tables 8 and 9.~~

~~(2) The aggregated imbalance tariff shall not include the balancing gas price.~~[[36]](#footnote-36)

**~~Table 8 – Aggregated imbalance value~~**[[37]](#footnote-37)

|  |  |
| --- | --- |
| ~~Aggregated imbalance~~ | ~~Establishing the aggregated imbalance value~~ |
| ~~4% < final aggregated imbalance ≤ 8% out of total allocation at entry points~~ | *~~L~~* ~~x aggregated quantity exceeding the total allocation at entry points~~ |
| ~~8% < final aggregated imbalance ≤ 12% out of total allocation at entry points~~ | *~~M~~* ~~x aggregated quantity exceeding the total allocation at entry points~~ |
| ~~12% < final aggregated imbalance ≤ 15% out of total allocation at exit points~~ | *~~N~~* ~~x aggregated quantity exceeding the total allocation at entry points~~ |
| ~~15% < final aggregated imbalance ≤ 20% out of total allocation at entry points~~ | *~~O~~* ~~x aggregated quantity exceeding the total allocation at entry points~~ |
| ~~final aggregated imbalance > 20% out of total allocation at entry points~~ | *~~P~~* ~~x aggregated quantity exceeding the total allocation at entry points~~ |

**~~Table 9 – Aggregated imbalance value~~**[[38]](#footnote-38)

|  |  |
| --- | --- |
| **~~Balancing limits~~** | **~~Aggregated imbalance tariff (lei/MWh)~~** |
| ~~-2.5% < final aggregated imbalance ≤ -5% out of total allocation at entry points~~ | *~~Q~~* ~~x aggregated quantity exceeding the total allocation at entry points~~ |
| ~~-5% < final aggregated imbalance ≤ -8% out of total allocation at entry points~~ | *~~R~~* ~~x aggregated quantity exceeding the total allocation at entry points~~ |
| ~~-8% < final aggregated imbalance ≤ -12% out of total allocation at entry points~~ | *~~S~~* ~~x aggregated quantity exceeding the total allocation at entry points~~ |
| ~~-12% < final aggregated imbalance ≤ -15% out of total allocation at entry points~~ | *~~T~~* ~~x aggregated quantity exceeding the total allocation at entry points~~ |
| ~~final aggregated imbalance > -15% out of total allocation at entry points~~ | *~~U~~* ~~x aggregated quantity exceeding the total allocation at entry points~~ |

**Art. 104. –** (1) The tariff for exceeding the booked capacity, established at Art. 99, the tariff for not providing the capacity booked, established at Art. 101, and the imbalance tariff calculated according to the methodology at Art. 1022 and Art. 1024 shall be applicable as of 1 December 2015.

(2) The TSO shall communicate to each NU in writing the imbalance tariffs calculated according to the methodology at Art. 1021, 1023 and 1025 , and the value of the imbalance calculated on the basis of such tariffs as of 1 December 2015, daily and in the month following the delivery month, after the completion of the GTF period of use.

**Invoicing**

**Art. 105. –** (1) During the administration of the transmission contracts, the TSO shall issue and send to the NU until the 15th day of the month following the month for which it provided the transmission service:

1. the invoice for the transmission services provided for the previous month, based on the final allocation;
2. the invoice for the final daily imbalance of the previous month, the value of which was calculated according to the methodology at Art. 1022 and at Art. 1024;
3. the invoice for the tariff for exceeding the capacity booked, calculated according to Art. 99 and/or the tariff for non-providing the capacity booked, calculated according to Art. 101, as appropriate.

(2) As of 1 April 2016, the invoice at paragraph (1) b) shall also include the value of the final daily imbalance for the previous month, calculated according to the methodology at Art. 1021, 1023 and 1025.

(3) The TSO is entitled to issue a pro forma invoice representing the estimated value of the service provided to the NU in the relevant month, not later than the 15th day of the gas month.

**Disputing the invoices**

**Art.106. –** (1) The procedure established by this section shall be complied with in case of invoice disputing.

(2) In order to verify the invoice, based on a notification sent to TSO, NU shall be entitled to access the data/documents substantiating the invoice issuance.

(3) If during these data/documents review errors are discovered in the invoice or the calculation method, such errors shall be immediately rectified and the afferent adjustments shall be performed.

(4) All data/documents substantiating the invoice issuance shall be kept for a period of 5 years. The data/documents subjected to disputes or court litigations shall be kept, at least, for a period of 1 year since the relevant dispute settlement.

**Payment**

**Art.107. –** (1) All payments made by NU shall be achieved by bank transfer to the account specified by TSO.

(2) All payments made by TSO shall be achieved by bank transfer to the account specified by NU.

(3) Each party may select another bank, provided that it sends to the other party a previous notification within at least 22 working days prior to the payment due date.

(4) The payment shall be deemed as made on time if the amount is transferred to the bank until 11.00 a.m. on the payment due date, the latest. All costs related to money transfer to the bank selected by either party shall be covered by the transferring party.

**ANNEX 1**

(to the Network Code for the National Gas Transmission System)

**GAS TRANSMISSION FRAMEWORK CONTRACT**

**no. of year month day ………**

**The Trade Company** **TRANSGAZ S.A.**, with registered office in ………………………, Street no …., County/District ………………, Postal Code , phone …………….., fax …………., Sole Registration Code , VAT Number ……………………., registration number with the Trade Registry Office ……………………………………, account no ……………………………………, opened with .........................................., dully represented by …………………………….. , as Transmission Service Supplier, hereinafter referred to as the **`Transmission System Operator`** or **`TSO`**, on one hand,

and

......................................... (to be filled-in with the identification data of the network user), as user of the National Transmission System **(NTS)** and beneficiary of transmission services, hereinafter referred to as the **`Network User`** or **`NU`**, on the other hand,

**have agreed to sign this Transmission Contract**, hereinafter referred to as the **`Contract`.**

I. – Terminology and applicable legislation

Art. 1. (1) The terms used in this Contract are defined by the Energy and Gas Law no 123/2012, as well as by the Network Code, approved by Order of ANRE President.

(2) The provisions of this Contract are supplemented by the provisions of the Civil Code, Energy and Gas Law no 123/2012 and by ANRE regulations, including the provisions of the Network Code and of Technical requirements regarding the operation of gas quantity metering points at NTS entry/exit, hereinafter referred to as the `Technical Requirements`. The provisions of the Network Code shall be fully applicable to all cases not mentioned explicitly in this Contract.

II. - Object of the Contract

Art. 2. (1) The object hereof is the provision of transmission services[[39]](#footnote-39)\*

□ firm

□ interruptible;

referring to the set of activities and operations performed by the TSO for or in relation to transmission capacity booking at the NTS entry/exit points and to the transmission of the determined gas amounts expressed in energy units, through the NTS, according to the Network Code for the NTS.

(2) The capacity booked at NTS entry/exit points is established by Annex no 2 to this Contract and is expressed inMWh/day.

III. – Contract Term

Art. 3.(1)This Contract is concluded for ([[40]](#footnote-40)\*)

□ one or multiple gas years, between 1 July ....... – 1 July .......;

□ one or multiple quarters of a gas year, between ............(day/month/year) - .............. (day/month/year);

□ one or multiple months of a quarter, between ............(day/month/year) - .............. (day/month/year);

□ one or multiple gas days of a month, for ...........(day/month/year) / between ............(day/month/year) - .............. (day/month/year);

III1. – Conditions for limiting/interrupting the interruptible transmission capacities

Art. 31. – (1) The TSO, acting fairly and prudently, is entitled to limit/interrupt the interruptible capacity booked by the NU in order to ensure the safe and balanced operation of the NTS, as follows ([[41]](#footnote-41)\*):

□ at the NTS entry/exit points, if there is a difference between the gas consumption and the sources available to cover it, higher than 4 mcm over one or multiple consecutive days and a gas pressure drop at the nodes and NTS extremities, i.e. Bucharest, Iasi, Timisoara, by 3 to 6 bar as compared to the previous period, generated by the following unpredictable causes:

a) major decrease in the domestic gas supply sources, as a consequence of accidents, or in imports, by more than 20% as compared to the scheduled amounts;

b) excessive gas consumption as a consequence of extremely low temperatures all over the country or in significant regions, over long periods of time;

□ at the interconnection points where physical bidirectional flow is enabled, if the sum of the matched nominations for flows exiting Romania is higher than the sum of the matched nominations for flows entering Romania by more than the firm capacity offered in the Romania exit direction.

(2) The TSO shall notify the NU of the interruptible capacity limitation/interruption and of its estimated duration as provided for in paragraph (1), stating the causes thereof, within:

□ 12 hours

□ 24 hours

□ 36 hours

□ 48 hours

at the latest ([[42]](#footnote-42)\*), before the actual limitation/interruption of the interruptible transmission capacity.

(3) The NU shall unconditionally accept the limitation/interruption of the interruptible capacity as provided in paragraph (1).

NOTE:

The provisions of Article 31 shall be included only in the contracts to be concluded between the TSO and NU having interruptible transmission capacity booked.

IV. – Gas metering at NTS entry/exit points

Art.4.The gas quantities shall becontinuously metered according to the provisions of the applicable legislation, the NTS intakes/off-takes of energy quantities being determined based on the Network Code provisions.

V.– Tariffs

Art.5.(1) The NU shall pay to the TSO the value of the transmission services provided, calculated based on the transmission tariff.

(2) NU shall additionally pay to TSO, depending on the case, the tariffs established by the Network Code.

(3) The tariffs mentioned in paragraphs (1) and (2) are provided for by Annex no 1 to this Contract.

(4) The payment method, as well as the designation of banks agreed to perform the banking operations shall be mutually established, by complying with the legislation in force.

(5) The value of invoices issued based on the Network Code provisions shall be paid within 15 calendar days as of the invoice issuance date. If the due date is on a non-working day, this deadline shall be deemed as achieved on the next working day.

(6) The payment obligation shall be deemed as fulfilled on the date when the relevant total amounts are credited to TSO bank account.

(7) The value of provided interruptible transmission services shall be monthly invoiced based on the NTS booked capacity, on the number of hours of each month when the transmission services were not limited/interrupted and on the gas quantities delivered/taken over by TSO, as well as, as applicable, based on the other payment obligations generated by this Contract execution.

VI. – TSO rights and obligations

Art.6. TSO shall be entitled to:

1. receive from NU the value of provided services and of delay penalties;
2. limit/interrupt the transmission services provision, based on a previous notice, if the payment obligations are not fulfilled on the deadlines and under the conditions established by this Contract;
3. cease the transmission services provision if NU does not comply with the Network Code provisions;
4. refuse to take over in NTS the gas non-compliant with the minimum quality specifications established by the Technical Requirements;
5. ensure the disconnection of interruptible clients, in case of emergency supply circumstances, if NU does not disconnect them.
6. invoice to NU the value of provided transmission services, by complying with the tariffs established in this Contract and, as applicable, by complying with the delay penalties;
7. limit or to interrupt the provision of transmission services in order to remedy any damages occurred to NTS, notifying the NU within maximum 6 hours with regard to such limitation or interruption;
8. limit or to interrupt the provision of transmission services if, for 2 consecutive gas days, the total daily energy take over is marked by a fluctuation higher than or equal to 15% by comparison with the nomination;
9. respond to and solve the NUs’ complaints with regard to the transmission services provision, according to the legislation in force;
10. all other rights as established by the Network Code.

Art. 7.TSO shall:

1. notify NU with regard to possible limitations/interruptions of transmission services provisions in case of NU’s payment default;
2. resume the transmission services provision within 24 hours as of the date of payment obligations fulfillment;
3. take over, convey and deliver the energy quantities to NU, by complying with the pressure levels established in the Contract and according to the approved nominations/re-nominations;
4. deliver gas at NTS exit, by complying with the gas quality specifications established by the Technical Requirements;
5. enable NU access to data/documents substantiating the invoice issuing, when NU is disputing an invoice;
6. initiate the amendment and/or supplementation of this Contract when the circumstances based on which the contract was signed have changed;
7. all other obligations as established by the Network Code.

VII. – NU rights and obligations

Art. 8.NU shall be entitled to:

1. voluntary return or transfer the approved capacity, according to the Network Code provisions;
2. transfer gas quantities, according to the Network Code provisions;
3. request and receive from TSO the amounts afferent to not ensuring the booked capacity and to approved nomination/re-nomination under-delivery, according to the Network Code provisions;
4. dispute the invoice issued by TSO and to request access to data/documents substantiating the invoice in question;
5. refuse to take over at NTS exit points, the gas non-compliant with the quality specifications established by the Technical Requirements;
6. ask TSO to amend this Contract when the circumstances based on which the contract was signed have changed;
7. all other rights as established by the Network Code.

Art. 9.NU shall:

1. pay, fully and on time, the invoices issued by TSO for the value of provided transmission services and, as applicable, the delay penalties;
2. accept the provisional reduction of capacity and approved nomination/re-nomination at entry points, in case of non-compliance with gas quality specifications.
3. notify TSO, through the nomination/re-nomination, with regard to the designated counterparty and, respectively, to the energy quantities afferent to the said counterparty;
4. take all the required measures, through suppliers and system operators, in order to ensure the limitation/interruption of energy deliveries for its clients, by complying with the legislation in force;
5. deliver gas at NTS entry, by complying with the quality specifications established by the Technical Requirements.
6. all other obligations as established by the Network Code.

VIII. - Guarantees

Art.10. (1) The guarantees established in relation to the fulfillment of contracting obligations are provided for by the Network Code.

(2) In addition to the provisions of paragraph (1), the parties may submit to each other one or several tools for guaranteeing the obligations established by the Contract.

(3) The guarantee tools provided for by paragraph 2 shall be established under equivalence conditions.

IX. – Transmission schedule

Art.11.(1) The transmission schedule is established by Annex no 3 to this Contract.

(2) The transmission schedule may be modified according to the procedure provided for by the Network Code.

(3) The parties shall observe the minimum/maximum pressure at entry/exit points, as defined by the Technical Agreement signed according to the Network Code provisions;

(4) TSO shall be entitled to accept over-pressure at entry points if the operation under such conditions does not affect the transmission for other NUs.

X. – Confidentiality Clause

Art.12.(1) The parties shall keep confidential all data, documents and information obtained during the Contract execution.

(2) The following data, documents and information represent exceptions according to paragraph (1) provisions:

- those which can be disclosed based on the Network Code provisions;

- those for whose disclosure the other counterparty has granted its written consent;

- those requested by the competent governmental bodies, based on a legal information obligation.

(3) The provisions of this article shall remain in force for a period of five years since the Contract Term expiry date.

XI. Contract Liability

Art.13. (1) Payment obligation non-fulfillment within the time interval established by Art. 5(5) entail:

a) charging a percent of delay penalties, calculated for the outstanding amount, equal to the level of the default interest owed in relation to non-payment of budgetary obligations on due date, for each delay day starting with the 16th calendar day as of the invoice issuing date and until its full payment, in case of payment default within 15 calendar days as of the due date;

b) limiting the provision of gas transmission service starting on the 26th day as of the invoice issuing date, based on a 5 calendar days prior notice, in case of payment default;

c) interrupting the provision of gas transmission service, based on a 3 calendar days prior notice, starting on the next day after the expiry of the 15 calendar days period specified by letter a), in case of payment default.

(2) If the due date or the next day after the grace period expiry is a non-working day, the deadlines established by paragraph (1) shall be shifted accordingly.

Art. 14 – (1) If, during the delivery month, NU does not ensure at NTS entry points the gas quality specifications at least at the level established by the Technical Requirements, TSO shall be entitled to request and receive an amount equal to 0.5% of the value of gas, expressed as energy units, delivered at NTS entry and of a quality non-compliant with the Technical Requirements; the gas value, expressed in energy units, shall be calculated by multiplying the gas quantity, expressed in energy units, registered in the Minutes signed at NTS entry and corresponding to the quality non-compliance period, with the unitary fixed amount used to cover the gas purchase costs, expressed in RON/energy units and estimated by CA for the relevant period.

(2) If the amount specified by paragraph (1) does not cover the whole prejudice suffered, TSO shall be entitled to request and receive damages, additionally, up to full coverage of the prejudice suffered when NU, due to its own fault, does not fulfill the relevant obligations as well as any other obligations established by this Contract.

Art. 15 – If, upon TSO request, NU does not voluntary return/does not use the facility of booked and not used capacity transfer, thus the mandatory capacity transfer being applied, NU shall pay 5% of the transferred capacity for the period between the date of mandatory capacity transfer and the date of Contract Term expiry.

Art. 16 - (1) NU shall be entitled to request and receive:

a) an amount established based on the under-nomination delivery tariff, according to the Network Code provisions, in case of delivery at NTS exit points under the approved nomination/re-nomination.

b) an amount established based on the tariff for not ensuring the booked capacity, according to the Network Code provisions, in case TSO does not keep at NU’s disposal the entire transmission capacity booked by the latter.

c) an amount equal to 0.5% of the value of gas, expressed in energy units, delivered at NTS exit and of a quality non-compliant with the Technical Requirements, calculated by multiplying the gas quantity, expressed in energy units, registered in the Minutes signed at NTS entry and corresponding to the quality non-compliance period, with the unitary fixed amount used to cover the gas purchase costs, expressed in RON/energy units and estimated by CA for the relevant period;

(2) If the amount specified by paragraph (1) does not cover the whole prejudice suffered, NU shall be entitled to request and receive damages, additionally, up to full coverage of the prejudice suffered when TSO, due to its own fault, does not fulfill the obligation of transmission services provision as well as any other obligations established by this Contract.

XII. – Force Majeure

Art.17. - (1) Future, unforeseeable, strong and unavoidable external event releasing any default party from liability, under Art. 1351 of the Civil Code.

(2) If the Force Majeure event does not cease within 30 calendar days, either party shall be entitled to request the Contract termination, de jure, neither party being entitled to indemnity.

XIII. – Contract Termination

Art.18. - (1) This Contract shall be terminated:

1. by fulfilling the obligations;
2. by unilateral denunciation;
3. by the parties’ agreement;
4. on the Contract Term expiry;
5. in case of non-compliance with one of the requirements related to NTS transmission services access, as established by the Network Code;
6. in case of voluntary return of total approved capacity, as established by the Network Code;
7. in case of mandatory transfer of total approved capacity, as established by the Network Code;
8. by denouncing the counterparty, in case of its bankruptcy, liquidation or license withdrawal, as applicable;
9. in case of a Force Majeure event, as established by the Contract.

(2) This Contract termination shall bear no effect on the contracting obligations generated by the Contract execution, until its termination date.

XIV - Notifications

Art.19. (1) During this Contract Term, the parties shall notify each other, at the address mentioned in this Contract introduction section, with regard to any change in the circumstances considered on its signing date.

(2) The notification period shall be of maximum 5 calendar days starting on the relevant modification occurrence date, except when another period is expressly established by this Contract.

(3) The notification methods shall be established by the parties’ mutual agreement, complying with the Network Code provisions.

XV. – Applicable legislation and settlement of litigations

Art.20. (1) The provisions of this Contract shall be subjected to the Romanian legislation in force and shall be construed according to the said legislation.

(2) The parties agree to amicably settle all misunderstandings related to this Contract validity, interpretation, execution and termination. When an amicable settlement is not reached, the litigations shall be settled by the competent courts of law.

XVI. – Contract Transfer

Art.21. (1) Neither party shall be entitled to transfer, totally or partially, to a third party, the rights and/or obligations established by this Contract, except with the reasonably granted written approval of the other party.

(2) The transfer intention notification shall be forwarded to the other party with minim 10 working days prior to the scheduled transfer date.

(3) The notified party shall send a reasoned answer within maximum 5 working days as of the notification receipt date.

(4) If the notified party fails to answer within the period specified by paragraph (3) or, as applicable, fails to send a reasoned answer, the transfer intention shall be deemed accepted.

XVII. – Miscellaneous provisions

Art.22. This Contract can be amended or supplemented with the parties’ agreement, provided that the legislation in force is complied with.

Art. 23. The following annexes are part of this Contract:

- Annex no 1: Tariffs

- Annex no 2: Booked capacity

- Annex no 3: Transmission schedule

This Contract was signed this day, ............., in two counterparts and each party confirms that it received one counterpart.

Note: The provisions of this Contract, applicable to interruptible gas clients, shall be exclusively assumed by the contracts concluded between TSO and NUs with interruptible clients included in their client portfolio.

**TSO NU**

Legal representative, Legal representative,

Annex 1

To the Gas Transmission Framework Contract

**TARIFFS**

Annex 2

To the Gas Transmission Framework Contract

**BOOKED CAPACITY\***

**NOTE:**

**\* the model in Annex no 4 to the network Code shall be assumed**

Annex 3

To the Gas Transmission Framework Contract

**TRANSMISSION SCHEDULE\***

**NOTE:**

**\* the model in Annex no 5 to the network Code shall be assumed**

##### AnNNEX no. 11

(to the Network Code for the National gas transmission system)

**FRAMEWORK – Gas Transmission CONTRACT concluded as a result of the procedure for incremental capacity booking within the national gas transmission system**

The National Gas Transmission Company Transgaz S.A., headquartered in Mediaș, 1 C. I. Motas Square, Sibiu County, phone. 0269-803333, 0269-839031, e-mail cabinet@transgaz.ro, registered with the Trade Register under no. J32/301/2000, tax no. RO13068733, transfer account IBAN RO 09 RNCB 0231 0195 2531 0001, opened with B.C.R. Mediaș, as transmission service provider, hereinafter referred to as the “transmission system operator” or the “TSO”, on one hand

and

the Network user, hereinafter referred to as NU, ......................... [to be filled with the name and identification data of the network user], as the beneficiary of the transmission service, on the other,

hereinafter referred to individually as “Party” and together as “Parties”,

have agreed to conclude this gas transmission contract, as a result of the procedure for incremental capacity booking for the allocation of incremental capacity in the point ………..[To be filled, as appropriate, with „entry in“ or „exit out“.] The national gas transmission system in Romania (NTS) …………. [To be filled with the name of the point.].

**CHAPTER I.** Terminology; law and other applicable documents

**Art. 1.** (1) In the sense of this gas transmission contract, hereinafter referred to as contract, the following terms are defined as follows:

 - confirmation date – the date of .................... [To be filled with the confirmation date provided in the incremental capacity process documentation.], up to which the NU has the right to terminate the contract unilaterally, in accordance with art. 8 letter e);

- start date – the date of .................... [To be filled in with the start date provided in the incremental capacity documentation.], from which the TSO will ensure all conditions of actual use of incremental capacity allocated to the NU.

(2) The terms used in the contract are defined in the Electricity and Gas Law no. 123/2012, as subsequently amended and supplemented, as well as in the Network Code for the National Gas Transmission System, approved by the Order of the President of the National Energy Regulatory Authority no. 16/2013, as subsequently amended and supplemented, hereinafter referred to as the Network Code.

(3) The provisions of this contract are supplemented by the provisions of the Civil Code, in the Electricity and Gas Law no. 123/2012, as subsequently amended and supplemented, from the regulations of the National Energy Regulatory Authority (ANRE), including the provisions of the Network Code.

**CHAPTER II.** Scope of contract

**Art. 2.** (1) The scope of the Contract, is the transmission capacity booking and the provision of firm gas transmission services in the point.............. [To be filled, as appropriate, with „entry“ or „exit“.] NTS …………. [To be filled with the name of the point.] as of.................... [To be filled with the starting date provided in the documentation related to the incremental capacity process.].

(2) Where the point referred to in paragraph (1) is an exit point from the NTS, the scope of the contract stipulated in par. (1) shall be complemented by all activities and operations carried out by the TSO for or in connection with the transmission through the NTS of the gas quantities, expressed in energy units, up to that NTS exit point.

(3) The booked transmission capacity has the following characteristics:

- Point identification data (longitude/latitude):

- the town /administrative unit:

- Point type [Entry/Exit]:

- booked transmission capacity, expressed in MWh/day: ... [To be filled in with the booked transmission capacity in each year of the period provided for in art. 3 of the contract.].-

(4) If, in accordance with the specific procedure for carrying out the incremental capacity process, the TSO offers the NU additional incremental capacity and the NU accepts, then, the booked transmission capacity provided in art. 2 par. (3) will be amended accordingly by concluding an addendum to this contract.

**CHAPTER III.** Contract duration

**Art. 3.** The Contract is concluded for the period between …… [insert the starting date] and ………[insert the last day of the last gas year for which the capacity was allocated to the NU, but no more than 40 years and enters into force upon its execution by both Parties.

**CHAPTER IV.** Gas metering at the NTS entry/exit points.

**Art. 4.** (1) The gas quantities shall be metered and the quantities of energy entering and exiting the NTS through the interconnection point shall be determined in accordance with the regulations in force.

(2) The gas quantities circulated through the interconnection points shall comply with the minimum quality specifications established by the regulations in force.

**CHAPTER V.** Applicable tariffs. Payment and invoicing terms and conditions.

**Art. 5.** (1) The NU shall pay to the TSO the amount of the booked transmission capacity established based on the applicable capacity booking tariff on the date of the provision of the transmission service. In the situation provided by art. 2 par. (2), the NU shall additionally pay the TSO, as the case may be, the commodity tariff applicable at the time of the provision of the transmission service for the quantity of gas transmitted as determined on the basis of the final allocations.

(2) As applicable, the NU shall pay additionally to the TSO the tariffs under the Network Code. Invoices issued to this effect shall be paid within 15 calendar days from the invoice notification date. If the due date is a non-working day, such date is deemed achieved on the next working day.

(3) The firm gas transmission services provided shall be invoiced in lei based on the booked capacity, the number of days in the invoicing period and the natural gas quantities set based on the final allocations, in line with the provisions of the Network Code.

(4) The payment method, as well as the designation of the banks approved for carrying out the banking operations, shall be established by mutual agreement, in compliance with the legislation in force.

(5) Any amount payable under this contract shall be deemed to have been received when the creditor's account is credited with the appropriate amount.

**CHAPTER VI.** TSO`s rights and obligations

**Art. 6.** The TSO shall be entitled to:

a) receive the value of services provided and of the delay penalties;

b) execute the letter/letters of payment guarantee submitted by the NU according to chapter VIII „Guarrantees” herein in case of failure to pay the invoices issued until their maturity date;

c) limit or interrupt, as applicable, the transmission services, with a prior notice of 3 (three) calendar days, if the payment obligations are not fulfilled according to the terms and conditions hereof;

d) limit or to interrupt the firm transmission services, if the NU fails to comply with the provisions of Chapter VIII - `Guarantees`

e) limit or interrupt the transmission services, if the NU fails to comply with the provisions of the Network Code with a prior notice of 3 (three) calendar days sent to the NU before the limitation/interruption;

f) refuse to take over in the NTS the gas non-compliant with the minimum quality specifications established in the specific legislation;

g) invoice, the value of the `Deficit` imbalance of the NU, including the delay penalties, based on the provisions and tariffs under the Network Code;

h) invoice to the NU the value of the transmission services provided under the scope of the Contract, based on the capacity booking tariff applicable at the moment the booked capacity may be used, and, as applicable, of the commodity charge applicable for the period in which the booked capacity may be used for the amount of gas transmitted, including the delay penalties;

i) limit or interrupt, as appropriate, the firm transmission services for the execution of unplanned maintenance works, notifying the NU of such limitation or interruption within maximum 6 hours;

j) to limit or, as applicable, to interrupt the provision of firm transmission services for the execution of planned maintenance works;

k) all the other rights, as provided in the laws in force or in this contract.

**Art. 7.** The TSO shall:

a) notify the NU, within 10 calendar days from the date of the conclusion of the last stage provided by the specific procedure for carrying out the incremental capacity process, with regard to the successful or not successful completion of this process;

b) To ensure all conditions of effective use of the incremental capacity booked by the NU from the start date and to ensure the provision of transmission services under this contract within the period provided for in Art. 3 if the minimum capacity threshold provided in the documentation underlying the incremental capacity allocation has been met after the last step provided by the specific procedure for carrying out the incremental capacity process;

c) To notify the NU of possible limitations or, where appropriate, disruptions in the provision of transmission services in the event of non-fulfillment of the payment obligations;

d) To resume the transmission services within 24 hours from the date of fulfilment of the NU's payment obligations;

e) To allow the NU to access the data/documents underlying the issue of the invoice, in the event that the NU disputes the invoice issued;

f) To take over, transmit and deliver to the NU the confirmed quantities expressed in energy units in accordance with the provisions of the Network Code and in compliance with the quality specifications provided in this contract during the period specified in art. 3;

g) answer and settle the NU`s complaints regarding the transmission services, according to the applicable laws;

h) pay in full and to date the invoices issued by the NU for the value of the `Surplus` imbalance of the NU;

i) To pay to the NU the tariff for non-insuring the firm booked transmission capacity, during the period stipulated in art. 3, in accordance with the provisions of the Network Code and this contract;

 j) To initiate the amendment and/or completion of this contract in case of change of circumstances, in accordance with art. 20 par. (2);

k) To notify, in writing, on a quarterly basis, the NU on the status of all activities and works specific to the incremental capacity project related to the entry/exit point in/out of the NTS provided in art. 2 par. (1);

l) To inform the NU of any delay in the implementation of the incremental capacity project related to the entry/exit point in/out of the NTS provided in Art. 2 par (1) which would lead to the postponement of the start date provided in art. (3) and to notify the NU of the new start date (delayed start date) within a maximum of 30 calendar days from the date when TSO became aware of that delay;

m) To perform all other obligations as provided by the applicable law or this Contract.

**CHAPTER VII.** NU`s rights and obligations

**Art. 8.** The NU shall be entitled to:

a) in the situation stipulated in art. 2 par. (2), to refuse to take-over at the NTS exit point the gas which does not comply with the quality requirements laid down in the specific legislation;

b) to challenge the invoices issued by the TSO and to request the access to the data/documents that underlie the issue of the invoice;

c) to charge, in compliance with the provisions and tariffs provided in the Network Code, the value of the imbalances registered as "surplus", including any possible delay penalties;

d) to request the TSO to amend this contract under the conditions stipulated in art. 20 par. (2);

e) to terminate the contract unilaterally, at any time before the confirmation date, in compliance with the obligation stipulated in art. 9 letter b) as appropriate;

f) to inform the TSO of the termination of the contract, with immediate effect, without any other obligations and without the intervention of the courts or other formalities, if the start date provided in art. 3 is postponed by 12 months or more, by submitting a written notification to the TSO within 90 calendar days of the date of the last notification transmitted by the TSO in accordance with the provisions of Art. 7 letter l) or, if no notice is sent, within 90 calendar days of the date when the NU has become aware that the delay is 12 months or more;

g) to notify the TSO the extension of the contractual period accordingly, if the start date provided in art. 3 is deferred for less than 12 months in total or if the NU has not exercised the right provided for in subparagraph f) by submitting a written notification to the TSO within 90 calendar days of the date of the last notification sent by the TSO in accordance with the provisions of Art. 7 letter l);

h) to charge delay penalties according to the provisions of art. 16;

i) any other rights as provided by applicable law or this Contract.

**Art. 9.** The NU shall:

a) pay fully and by the due date the invoices issued by the TSO according to the provisions of the Contract

b) To pay the TSO if, as a result of the exercise by the NU of the right under Art. 8 letter e) the incremental capacity process is unsuccessful, a compensation up to the maximum amount set in the documentation of the incremental capacity process and which can be reduced in accordance with the provisions of the specific procedure for carrying out the incremental capacity process;

c) accept the limitation/interruption of the transmission service according to the Contract;

d) establish accordingly the financial payment guarantee stipulated in chapter VIII „Guarantees“;

e) All other obligations as provided by applicable law or this Contract.

**CHAPTER VIII.** Guarantees

**Art. 10.** The NU shall establish in favour of the TSO:

a) A financial guarantee related to the NU obligation provided in art. 9 letter b);

b) A financial guarantee for the provision of transmission services.

**Art. 11.** (1) The NU may be exempted from the obligation to establish the financial payment guarantee under art. 10 letter b) if:

a) The NU makes the proof of a credit rating issued by one of the rating agencies Standard & Poor`s, Moody’s or Fitch, at least at the same level as that of the TSO, valid over the Contract duration; or

b) it pays in advance the value of the transmission services.

(2) If, during the execution of the Contract the NU`s rating is modified in the sense that it is decreased under the rating level of the TSO or the issuing rating agency changes according to the provisions of par (1) letter a) the NU shall notify the TSO within 3 calendar days from the occurrence of the change/modification.

**Art. 12.** (1) The financial guarantees provided in art. 10 are presented by the NU as:

a) a letter of bank guarantee in lei or euro equivalent at the European Central Bank in the day the guarantee is issued; and/or

b) a guaranteed account (collateral deposit), in lei or in euro equivalent at the European Central Bank in the day the guarantee is issued and/or

c) an escrow account in lei or in euro equivalent at the European Central Bank in the day the guarantee is issued.

(2) The TSO accepts the letter of bank guarantee issued by a bank that has a rating issued by one of the rating agencies approved by the TSO at least at the “investment grade” level. The equivalence between the rating levels granted by the agencies is published on the TSO’s website.

(3) The level of the financial guarantee provided in art. 10 letter a) is.................... [To be completed with the maximum amount set in the incremental capacity documentation.].

(4) The financial guarantee provided under art. 10 letter a) shall be made within 30 calendar days of the date of the Contract signing and shall cease to be valid on the 20th calendar day following the date of confirmation.

(5) The financial guarantee provided under art. 10 letter a) may be executed by the TSO up to the amount determined in accordance with the provisions of the specific procedure for carrying out the incremental capacity process. The non-executed part of the guarantee will be refunded by the TSO within 15 calendar days of the confirmation date.

(6) The level of the financial guarantee provided in art. 10 letter b) will be twice the estimated average value of the monthly invoice for transmission services.

(7) If the level of the financial guarantee provided in art. 10 letter b):

a) falls below the level stipulated in paragraph (6), the NU is required to supplement the level of the financial guarantee accordingly;

 b) is above the level specified in par. (6), the TSO is obliged to return the UR the difference between the effective level of the guarantee and the one stipulated in par. (6).

(8) The adjustment of the level of the guarantee shall be made not later than 5 working days after the decrease/ increase from the level established according to par. (6) is registered.

(9) The financial guarantee constituted according to para (6) shall be valid from the banking day preceding the start date of the provision of the transmission service and shall cease to be valid on the 60th calendar day following the termination of the contract.

**Art. 13.** (1) If the NU provides the letter of good standing in accordance with Art 11 para (1) letter a), the TSO may request, in the justified cases mentioned in para (2), the establishment of a payment guarantee according to Art 12 para (6).

(2) For the transmission services a justified case is considered the situation in which a NU is in delay payment for an amount representing at least 10% of the value of the last invoice or of the value of the partial payment obligations, after the receipt of a notice from the TSO to that effect.

**Art. 14.** (1) The TSO shall be entitled to execute the financial payment guarantee if the NU fails to fulfil its contract obligations completely or partly or if it delays fulfilling such obligations.

(2) Prior to executing such financial payment guarantee, the TSO shall notify the NU, in writing, on the non-fulfilled obligations, at least 5 calendar days prior to its execution.

(3) If the financial guarantee provided in art 10 letter b), is executed partly or completely the NU shall re-establish the guarantee according to the provisions of art. 12 para (7) letter a).

**CHAPTER IX.** Confidentiality

**Art. 15.** (1) The Parties shall keep confidential all data, documents and information obtained during the execution of the Contract.

(2) Notwithstanding the provisions of paragraph (1), confidential data, documents and information shall not include any data, documents and information:

a) known to a contracting Party prior to the date of disclosure by the other contracting Party, or

b) disclosed following receipt of the written consent of the other contracting Party for such disclosure,

c) which must be produced as a legal duty on disclosure or

d) are disclosed to an affiliated economic operator; In this situation, the party who discloses to the affiliated economic operator remains liable for the damages that the other party may suffer as a result of disclosure by the affiliated economic operator; The affiliated economic operator benefits from all the exceptions set out in this Article.

(3) The provisions of this Article shall be effective for a period of 5 years from the termination of the Contract.

(4) Failure to comply with the obligations arising from paragraphs (1 to 3) shall hold liable the Party in default, according to the provisions of the law.

**CHAPTER X.** Contract Liability

**Art. 16.** (1) Failure to pay the invoices within the deadline stipulated in art. 5 para (2) entails the execution of the guarantee established for this purpose and the payment of delay penalties, calculated on the outstanding amount, equal to the level of the interest due for non-payment of the obligations to the state budget for each day of delay, from the maturity date up to the full payment.

(2) If TSO does not comply with the obligation stipulated in art. 7 letter b) to ensure, at the start date provided in art. 3, all conditions of actual use of incremental capacity booked by the NU, it will pay the NU, monthly, a delay penalty. This penalty will be equal to the capacity booking fee for long-term firm services applicable in that month multiplied by the booked transmission capacity per day and the number of days of that month in which the booked transmission capacity was not provided.

(3) The TSO shall be exempt from payment of the penalties for the first..... months [To be completed by the number of months] from the start date provided for in Art. 3, if the following conditions are met cumulatively:

(i) the TSO notifies the NU of the new start date (postponed start date), in accordance with the provisions of Art. 7 letter l) at least 12 months before the start date provided in art. 3; and

(Ii) the booked transmission capacity becomes effective and fully available within ... months [To be completed by the number of months] from the start date provided for in Art. 3.

(4) If the availability of the booked transmission capacity is delayed beyond the period of ..... months [To be completed by the number of months provided for in paragraph (3)], the TSO shall pay retrospectively, in the month following this period, all monthly penalties calculated in accordance with the provisions of paragraph (2).

(5) The number of months provided for in paragraph (3) may be at most equal to the resulting whole number by applying a 10% percentage to the number of months of the period between the confirmation date and the start date provided in art. 3.

**Art. 17.** (1) The full or partial culpable breach of the contract obligations by the NU, other than the payment obligations, shall entitle the TSO to claim damages, proportionally with the prejudice, according to the applicable law.

(2) The full or partial culpable breach of the contract obligations by the TSO, other than the ones for which the Contract provides an express penalty, shall entitle the NU to claim damages, proportionally with the prejudice, according to the applicable law.

(3) The debtor of the obligation shall be deemed in default by the meeting of the due dates set for the execution of contractual obligations, except as specifically set forth in this Contract.

**CHAPTER XI.** Force Majeure

**Art. 18.** (1) Force majeure is an event that is external, unforeseeable, absolutely invincible and unavoidable, which exonerates the Parties from liability, according to Art. 1.351 of the Civil Code.

(2 The Party claiming Force Majeure shall notify the other Party of such occurrence in writing, within no more than five (5) calendar days from the occurrence of the event, and the proof of the Force Majeure shall be communicated within maximum thirty (30) calendar days from such occurrence.

(3) If the Force Majeure event does not cease within 12 (twelve) months from the occurrence of the force majeure, either Party shall be entitled to request the termination of the Contract de jure, without any of the Parties being entitled to claim damages.

(4) The Act of God does not eliminate the contractual liability.

**CHAPTER XII.** Contract termination

**Art. 19.** (1) The Contract shall be terminated:

a) at Contract expiry according to Art. 3;

b) by operation of law following the notification sent by the TSO according to the provisions of 7 letter a), if the incremental capacity process is not successful;

c) by the agreement of the parties;

d) by unilateral termination, in case of initiation of bankruptcy proceedings, of the contractual partner subject to a prior notice,

e) by unilateral termination, under the conditions of art.18;

f) by unilateral termination by the NU, under the conditions of art 8 letter e) and f);

g) by unilateral termination by the NU, if the TSO loses its right to carry out the NTS operation activity:

h) by unilateral termination, under the conditions of art. 1.552 of the Civil code.

(2) The termination of this Contract shall bear no effect on the contracting obligations arisen validly during the execution of the Contract, independent of their deadlines.

**CHAPTER XIII.** Notifications

**Art. 20.** (1) The TSO and the NU shall notify each other in writing during the performance of the contract at the registered office of the NU indicated by it, respectively, at the address indicated on the webpage of Transgaz – The National Gas Transmission Company, of any change of circumstances.

(2) For the purposes of this contract, an amendment to a circumstance shall mean the entry into force, modification or repeal of a regulatory act regulating, in whole or in part, the specific terms and conditions of this contract. Legislative changes following the signing of this contract will not lead to changes to the provisions regarding its subject matter and duration.

(3) The deadline for notification shall be no more than 3 calendar days from the date of the change of circumstances, unless otherwise specified in this contract.

(4) Notices between TSOs and NUs may also be made by fax or e-mail, subject to written confirmation of receipt of the communication.

(5) Any written document must be recorded both at the time of transmission and at the time of receipt.

**CHAPTER XIV.** Applicable law and dispute settlement

**Art. 21.** (1) This Contract shall be governed by the Romanian law.

(2) The TSO and the NU agree to amicably settle any dispute arising in relation to the validity, interpretation, execution and termination of the Contract. If not, the disputes shall be referred to the competent Romanian law courts.

**CHAPTER XV.** Contract transfer

**Art. 22.** (1) The Parties shall be entitled to transfer to a third party, totally or partially, its rights and/or obligations established by this Contract, only with the written consent of the other Party which cannot be refused without any justification.

(2) The transfer intention notification shall be sent to the other Parties at least 30 calendar days prior to the intended transfer date.

(3) The notified Parties shall send a reasoned answer within maximum 20 calendar days from the notification registration date.

(4) If the Party notified in accordance with paragraph (2) fails to answer or, as applicable, fails to send a reasoned answer, without providing a reason for the answer the transfer intention shall be deemed:

a) not accepted, in the case of Contract transfer, according to the applicable law;

b) accepted, in the case of debt transfer.

(5) The transfer to an affiliated economic operator of the rights and/or obligations of the NU arising from this Contract, without the express agreement of the TSO in writing, is allowed only if that affiliated economic operator establishes in favour of the TSO, within a maximum of 10 calendar days from the date of notification of the transfer, financial guarantees for payment at the level of the ones established by the NU.

(6) In any case, the TSO may require the transfer of this Contract only if the transferee is or becomes a licensed operator of the NTS or of a gas transmission system that includes the entry/exit point provided in article 2 para (1).

(7) Should the TSO lose the right to operate the NTS, it shall take all steps to assign this Contract to the new NTS operator or to the operator of that gas transmission system including the entry/exit point provided in article 2 para (1).

**CHAPTER XVI.** Final clauses

**Art. 23.** The Contract is concluded in Romanian.

**AnNEX 2**

(to the Network Code for the National Gas Transmission System)

**Statement of the Network User**

Pursuant to the provisions of the Network Code for the National Gas Transmission System, I hereby declare that this application for capacity afferent to each entry/exit point of the national gas transmission system is compliant with:

a) the contracts entered into with the own portfolio clients;

b) the storage contracts;

c) own consumption demand.

Network User Date: ………

Authorized representative

Signature: ………

**AnNEX 3**

(to the Network Code for the National Gas Transmission System)

**Application for Capacity**

I. Applicant

NU: ………………………………………………………………….

[name and identification data of NU]

Contact person for this Application: ……………..

II. Capacity period

The capacity is requested for the period: ……………

1. [Gas day]; [month]; [year], 6.00 a.m. – 1. [gas day]; [month]; [year], 6.00 a.m.

III. Information regarding the capacity

The capacity is requested for the following entry/exit point/points:

Entry points

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item no | MP (metering point)\* Code | MP\* Denomination | Capacity | |
| MWh/day |  |
| 1. | [code] | [name] | [value] | |

\* Physical entry point.

Exit points

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item no | MRS\*  Code | MRS\* Denomination | Capacity | |
| MWh/day |  |
| 1. | [code] | [name] | [value] | |

\* Physical exit point.

The gross calorific power taken into account for the capacity conversion in MWh/day shall be established as weighted average against the gas volumes of gross calorific powers metered during the previous calendar year for each considered point.

Out of the capacity requested at the exit points, the following shall be with emergency interruptible supply:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item no | MRS\*  Code | MRS\* Denomination | Capacity | |
| MWh/day |  |
| 1. | [code] | [name] | [value] | |

\* Physical exit point.

IV. Additional information

For the capacity at entry points:

1. NU Counterparty/Clients must be specified.

2. Statements compliant with the model of Annex no 2 to the Network Code for the National Gas Transmission System shall be enclosed.

Network User Date: ………

Authorized representative Signature: ………

**ANNEX no 4**

(to the Network Code for the National Gas Transmission System)

**Notification**

of approval /  of rejection

Following your Application no …, registered under no …

We hereby notify the booking of the following capacity is approved:

Pursuant to Art. 43(2) of the Network Code for the National Gas Transmission System, we hereby notify that the booking of the following capacity is rejected:

Entry points

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item no | MP\* Code | MP\* Denomination | Capacity | |
| MWh/day |  |
| 1. | [code] | [name] | [value] | |

\* Physical entry point.

Exit points

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item no | MRS\*  Code | MRS\* Denomination | Capacity | |
| MWh/day |  |
| 1. | [code] | [name] | [value] | |

\* Physical exit point.

TSO Date: ………

Authorized representative Signature: ………

**ANNEX no 5**

(to the Network Code for the National Gas Transmission System)

**Transmission Schedule**

We hereby notify you with regard to our annual transmission schedule, according to the provisions of the Network Code for the National Gas Transmission System. For this purpose, please find below the monthly quantities, agreed with the producers, suppliers, storage operators, distribution operators, direct clients, which will constitute the object of the transmission contract for the period …, as follows:

Entry points

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item no | MPP\* Code | MP\* Denomination | NU counterparty (supplier) | Quantity  *MWh* | | | | | | | | | | | |
| July | August | September | October | November | December | January | February | March | April | May | June |
| 1. | [code] | [name] | [name] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] |

\* Physical entry point.

Exit points

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item no | MRS\* Code | MRS\* Denomination | NU counterparty (DO/DC/SO) | Quantity  *MWh* | | | | | | | | | | | |
| July | August | September | October | November | December | January | February | March | April | May | June |
| 1. | [code] | [name] | [name] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] |

\* Physical exit point.

The gross calorific power taken into account for the capacity conversion in MWh shall be established as weighted average against the gas volumes of gross calorific powers metered during the previous calendar year for each considered point.

Please take note that this transmission schedule is mandatory for the gas year [ ], except when it is modified by us, in writing, based on the Network Code Terms and Conditions.

Network User Date: ………

Authorized representative Signature: ………

**ANNEX no 6**

(to the Network Code for the National Gas Transmission System)

**Notification on changing the transmission schedule no .....**

**of .......**

We hereby notify you with regard to the modification of our annual transmission schedule, according to the provisions of the Network Code for the National Gas Transmission System. For this purpose, please find below the new quantities taken into account:

Entry points

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item no | MP\* Code | MP\* Denomination | NU counterparty (supplier) | Quantity  *MWh* | | | | | | | | | | | |
| July | August | September | October | November | December | January | February | March | April | May | June |
| 1. | [code] | [name] | [name] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] |

\* Physical entry point.

Exit points

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item no | MRS\* Code | MRS\* Denomination | NU counterparty (DO/DC/supplier/SO) | Quantity  *MWh* | | | | | | | | | | | |
| July | August | September | October | November | December | January | February | March | April | May | June |
| 1. | [code] | [name] | [name] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] | [value] |

\* Physical exit point.

Network User Date: ………

Authorized representative Signature: ………

**ANNEX no 7**

(to the Network Code for the National Gas Transmission System)

**Nomination/Re-nomination/IDN**

Entry points

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item no. | Code PM/VPM\* | PM/VPM\*  Name | Name of NU and/or NU partner | Nominated quantity for dd/mm/yy  MWh |
| Total  of which: |
| 1. | [code] | [name] | [name] | [amount] |
| 2. | [code] | [name] | [name] | [amount] |
| ….  n. | [code] | [name] | [name] | [amount] |

\* Physical/virtual entry point.

Exit points

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item no. | MRS\* Code | MRS\* Name | Name of NU and/or NU partner | Nominated quantity for dd/mm/yy  MWh |
| Total  of which: |
| 1. | [code] | [name] | [name] | [amount] |
| 2. | [code] | [name] | [name] | [amount] |
| …  n | [code] | [name] | [name] | [amount] |

\* Physical exit point.

The gross calorific powers taken into account when preparing the nomination/re-nomination are those available on the TSO webpage on the date of the relevant request, also calculated and published according to the provisions of the Regulation for metering the gas quantities traded in Romania, approved by Order no 62/2008 of the Romanian Energy Regulatory Authority president, as subsequently amended.

**⁭**We hereby ascertain that this is the only nomination/re-nomination for the gas week/day [dd/mm/yy ] and, at the same time, we reserve the right to make a re-nomination, according to the Network Code provisions.

⁭We hereby ascertain that this is the only nomination/re-nomination for the gas week/day [dd/mm/yy]

We hereby declare that the nomination/re-nomination is compliant with the contracting obligations pursuant to own client portfolio.

We are waiting for your approval in relation to the above mentioned values.

Network User Date: ………

Authorized representative Signature: ………

**ANNEX no 71**

(to the Network Code for the

National Gas Transmission System)

**Nomination/Re-nomination/IDN Confirmation**

Puncte de intrare

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item no. | Code PM/VPM\* | Name PM/VPM\* | Name of NU and/or NU partner | Approved nominated quantity for dd/mm/yy  MWh | Reason for the adjustment\*\* |
| Total  of which: |
| 1. | [code] | [name] | [name] | [amount] |  |
| 2. | [code] | [name] | [name] | [amount] |  |
| … n | [code] | [name] | [name] | [amount] |  |
|  | | | | Traded quantity with a VTP notification (purchase) related to dd/mm/yy  MWh | |
| 1. | VTP | | [name] | [amount] | |
| 2. | VTP | | [name] | [amount] | |
| ... n | VTP | | [name] | [amount] | |

\* Virtual/physical entry point

\*\* Specify the reason for the adjustment, that is:

E –imbalanced nominations entry/exit (only if the nominations are sent by alternative channels);

M – Application of the correlation procedure.

Exit points

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item no. | MRS\* Code | MRS\* Name | Name of the NU and/or NU Partner | Nominated quantity for  dd/mm/yy  MWh | Reason for the adjustment\*\* |
| Total  Of which: |
| 1. | [code] | [name] | [name] |  |  |
| 2. | [code] | [name] | [name] |  |  |
| … n | [code] | [name] | [name] |  |  |
|  | | | | Traded quantity with a notification in the VTP (sale) for dd/mm/yy  MWh | |
| 1. | PVT | | [name] | [amount] | |
| 2. | PVT | | [name] | [amount] | |
| ... n | PVT | | [name] | [amount] | |

\* Physical exit point.

\*\* Specify the reason for the adjustment, that is:

E –imbalanced nominations entry/exit (only if the nominations are sent by alternative channels);

M – Application of the correlation procedure.

⁭ We hereby confirm that this is the nomination/re-nomination for the gas day [dd/mm/yy].

**ANNEX no 8**

(to the Network Code for the National Gas Transmission System)

**Capacity Transfer Request in the entry points in the NTS**

1. **[this section of the capacity transfer request will be filled in by the NU who wishes to transfer transmission capacity to another NU]**

The undersigned ……….. [name and identification data of NU], party to the Transmission Contract no ……….., signed by ………… [NU name] and ………….[TSO name] on …………. [fill-in the date], as **Transferring NU**, hereby request the transfer, starting with …….. [fill-in the date]/for the period …………[fill-in the period for which the transfer is requested] to ………………[the name/NU/the applicant beneficiary of the transfer] of the following transmission capacities:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Item no,. | Code PM/VPM\* | Name  PM/VPM\* | Capacity offered for transfer (MWh/day) | | | |
| Annual | Quarterly | Monthly | Daily |
| 1. | [code] | [name] | [amount] | [amount] | [amount] | [amount] |

\*Phyisical/virtual entry point.

Please find attached the proposal related to the transmission schedule applicable if the transfer is approved.

Considering the above mentioned specifications, please take note that if the transfer request is approved modify accordingly the levels of the booked capacity provided in the transmission contract no. (fill in the contract number concluded by the transferring NU and theTSO).

This Capacity Transfer Request is based on the following grounds ………….. [fill-in the relevant grounds]

Transferring NU Date: ………

Authorized representative Signature: ………

1. **[this section of the capacity transfer request will be filled in by the Transfer beneficiary NU]**

The undersigned ……….. [name and identification data of NU], party to the Transmission Contract no ……….., signed by ………… [NU name] and ………….[TSO name] on …………. [fill-in the date], the text in italics will not be inserted in the transfer request if the transfer beneficiary NU did not conclude a transmission contract with the TSO on the date of the transfer request) as **Transfer Beneficiary NU**,

1. Agree to take over from……….[name and identification data of the transferring NU], the following transmission capacities:

Entry points

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item no | MP\* Code | MP\* Denomination | Capacity accepted to be transferred MWh/day | | | | |
| Annual | Quarterly | Monthly |  | Daily |
| 1. | [code] | [name] | [amount] | [amount] | [amount] | [amount] | |

\* Physical/virtual entry point.

b) I do not agree to take over from……….[name and identification data of the transferring NU], the following transmission capacities:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item no | MP\* Code | MP\* Denomination | Capacity accepted to be transferred MWh/day | | | | |
| Annual | Quarterly | Monthly |  | Daily |
| 1. | [code] | [name] | [amount] | [amount] | [amount] | [amount] | |

\* Physical/virtual entry point.

Please find attached the proposal related to the transmission schedule applicable if the transfer is approved.

Considering the above mentioned specifications, please take note that if the transfer request is approved modify accordingly the booked capacity levels provided in the transmission contract no. (fill in the contract number concluded by the transferring NU and the TSO)/ *send us to sign the transmission contract related to the transferred booked capacities* (the text in italics will be inserted in the transfer request if the applicant beneficiary of the transfer does not have a transmission contract concluded with the TSO on the date of the transfer request).

This Capacity Transfer Request is based on the following grounds ………….. [fill-in the relevant grounds]

NU benefiting of the transfer Date: ………

Authorized representative Signature: ………

**ANNEX no 81**

(to the Network Code for the National Gas Transmission System)

**Capacity Transfer Request in the exit points out of the NTS**

**A. [this section of the capacity transfer request will be filled in by the NU who wishes to transfer transmission capacity to another NU]**

The undersigned ……….. [name and identification data of NU], party to the Transmission Contract no ……….., signed by ………… [NU name] and ………….[TSO name] on …………. [fill-in the date], as Transferring NU, hereby request the transfer, starting with …….. [fill-in the date]/for the period …………[fill-in the period for which the transfer is requested] to ………………[the name/NU/the applicant beneficiary of the transfer] of the following transmission capacities:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Item no,. | MRS\*Code | MRS\* Name | Capacity offered for transfer (MWh/day) | | | |
| Annual | Quarterly | Monthly | Daily |
| 1. | [code] | [name] | [amount] | [amount] | [amount] | [amount] |

\*Physical exit point

Of which the following interruptible capacity in case of supply in emergency situations:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Item no,. | MRS\*Code | MRS\* Name | Capacity offered for transfer (MWh/day) | | | |
| Annual | Quarterly | Monthly | Daily |
| 1. | [code] | [name] | [amount] | [amount] | [amount] | [amount] |

\*Physical exit point

Please find attached the proposal related to the transmission schedule applicable if the transfer is approved.

Considering the above mentioned specifications, please take note that if the transfer request is approved modify accordingly the booked capacity levels provided in the transmission contract no. (fill in the contract number concluded by the transferring NU and the TSO.

This Capacity Transfer Request is based on the following grounds ………….. [fill-in the relevant grounds]

Transferring NU Date: ………

Authorized representative Signature: ………

**B. [this section of the capacity transfer request will be filled in by the NU/ transfer beneficiary]**

The undersigned ……….. [name and identification data of NU], party to the Transmission Contract no ……….., signed by ………… [NU name] and ………….[TSO name] on …………. [fill-in the date], the text in italics will not be inserted in the transfer request if the transfer beneficiary NU did not conclude a transmission contract with the TSO on the date of the transfer request) as **Transfer Beneficiary NU**,

1. Agree to take over from……….[name and identification data of the transferring NU], the following transmission capacities:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item no | MRS\* Code | MRS\*  Name | Capacity accepted to be transferred MWh/day | | | | |
| Annual | Quarterly | Monthly |  | Daily |
| 1. | [code] | [name] | [amount] | [amount] | [amount] | [amount] | |

\* Physical exit point.

Of which the following capacity emergency interruptible supply:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item no | MRS\* Code | MRS\*  Name | Capacity accepted to be transferred MWh/day | | | | |
| Annual | Quarterly | Monthly |  | Daily |
| 1. | [code] | [name] | [amount] | [amount] | [amount] | [amount] | |

\* Physical exit point.

1. do not agree to take over from……….[name and identification data of the transferring NU], the following transmission capacities:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item no | MRS\* Code | MRS\*  Name | Capacity refused to be transferred MWh/day | | | | |
| Annual | Quarterly | Monthly |  | Daily |
| 1. | [code] | [name] | [amount] | [amount] | [amount] | [amount] | |

\* Physical exit point.

Of which the following capacity emergency interruptible supply:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item no | MRS\* Code | MRS\*  Name | Capacity refused to be transferred MWh/day | | | | |
| Annual | Quarterly | Monthly |  | Daily |
| 1. | [code] | [name] | [amount] | [amount] | [amount] | [amount] | |

\* Physical exit point.

Please find attached the proposal related to the transmission schedule applicable if the transfer is approved.

Considering the above mentioned specifications, please take note that if the transfer request is approved modify accordingly the booked capacity levels provided in the transmission contract no. (fill in the contract number concluded by the transferring NU and the TSO / *send us to sign the transmission contract related to the transferred booked capacities* (the text in italics will be inserted in the transfer request if the applicant beneficiary of the transfer does not have a transmission contract concluded with the TSO on the date of the transfer request).

This Capacity Transfer Request is based on the following grounds ………….. [fill-in the relevant grounds]

Transfer Beneficiary NU Date: ………

Authorized representative Signature: ………

**ANNEX no 82**

(to the Network Code for the National Gas Transmission System)

**Capacity Transfer Request related to the NU**

The undersigned…………….. [name and identification data of the NU], party to the transmission contract no. [ ] concluded between ……….[ name of the NU], and …………….[ name of the TSO], on ……….. [fill in the date], hereby request the capacity transfer between the following entry/exit points in/out of the NTS, starting with ………. [fill in the date]/ for the period ……………[fill in the period for which they request the transfer].

Entry points

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Item no. | Entry point from which it is transferred | | Entry point to which it is transferred | | Transferred capacity (MWh/day) | Transferred capacity type (annual, quarterly, monthly, daily) |
| PM/VPM\* code | PM/VPM\*  name | PM/VPM\* code | PM/VPM\*  name |
| 1. | [code] | [name] | [code] | [name] | [amount] | [capacity type] |

**\*** Virtual/physical entry point.

Exit points

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Item no. | Exit point from which it is transferred | | Exit point to which it is transferred | | Transferred capacity (MWh/day) | Transferred capacity type (annual, quarterly, monthly, daily) |
| MRS\* code | MRS \*  name | MRS\* code | MRS \*  name |
| 1. | [code] | [name] | [code] | [name] | [amount] | [capacity type] |

\*Physical exit point.

Please find attached the proposal related to the transmission schedule applicable if the transfer is approved.

Considering the above mentioned specifications, please take note that if the transfer request is approved modify accordingly the booked capacity levels.

This Capacity Transfer Request is based on the following grounds ………….. [fill-in the relevant grounds]

Transfer Beneficiary NU Date: ………

Authorized representative Signature: ………

**ANNEX no 9**

(to the Network Code for the National Gas Transmission System)

**TECHNICAL REQUIREMENTS FOR OPERATION OF GAS QUANTITY METERING POINTS AT NTS ENTRY/EXIT**

**Chapter. 1 General Requirements**

**1.1.** *The Technical requirements for operation of gas quantity metering points at NTS entry/exit,* hereinafter referred to as the **Technical Requirements**,are part of the *Network Code* and they stipulate:

a) the rights and obligations of TSO, NU and NU’s partners, related to the operation of NTS entry/exit points;

b) the data exchange between TSO NU and NU’s partners, data required to operate and use NTS under security and efficiency conditions;

c) the methods and tools for traded gas quantities metering (meters/metering systems);

d) the calculation formulas used to determine the gas quantities;

e) the methods and tools for establishing the gas quality parameters.

**1.2.** **The Technical Requirements** shall apply to the relations between TSO and NUs or NUs’ partners, being part of the Gas Transmission Contract no \_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**1.3.** The terms used in this **Technical Requirements** are defined by the Energy and Gas law no 123/2012, as well as by the *Network Code*.

**Chapter 2. Operation of NTS entry/exit points**

**2.1.** NTS entry/exit points belonging to TSO shall be operated by TSO by complying with the work procedures drafted according to the *Quality Assurance Manual* and the industry specific legislation, while the said operation consists, mainly, of the following activities:

a) Ensuring the safe, secure and continuous supply of the whole technological installation and afferent equipments, by performing their operation and maintenance with authorized qualified personnel;

b) Operating the technological installation in order to ensure the parameters established for pressure, flow and odorization level;

c) Metering and determining the gas quantities via the metering systems at NTS entry/exit points;

d) Adapting the composition and configuration of metering system to the gas pressure and flow requirements, according to the transmission contract provisions concerning the approved capacity;

e) Conducting a regular metrological control of the metering systems based on the provisions of legislation in force and on the specifications of Chapter 4 of the present **Technical Requirements**;

f) Up to date keeping and filling-in the Instruction Book of the technological installation afferent to NTS entry/exit point, which must include as minimum:

1. a general description of the technological installation, specifying the technical characteristics and the commissioning year;
2. the technological diagram of the technological installation;
3. the geometric configuration of the meter board, specifying its sizes;
4. the metering system used, specifying the technological and metrological characteristics of all components;
5. designation of operation areas, highlighting the areas classified as hazardous areas;
6. the documents ascertaining the metering system compliance with the metrology legislation requirements in force;

g) Ensuring the metering security by:

1. sealing the metering systems according to the sealing diagram included in the model approval;
2. air-tight insulating the back-up metering lines, if applicable, by closing and sealing the valves;
3. complying with the operating requirements of the installation and metering systems assembly, by sealing all valves in the fully closed or fully opened position, as applicable;
4. protecting by software passwords all data recorded by the flow computers;
5. protecting and sealing all device and transducer sub-assemblies which may be deranged during operation and may affect the gas metering result.

h) Ensuring the security, integrity and safety of the technological installation afferent to NTS entry/exit point;

i) Ensuring the measures for labor protection, for fire protection and safety and the environment measures according to the relevant legislation in force.

j) Maintaining the calibration log integrity and filling-in this log according to the principle: `*As found, as left*`.

k) Maintaining the integrity of the *configuration log* and the *damage log* and filling-in these logs.

**2.2.** The rights and obligations of TSO and NU shall be those set forth by the Gas Transmission Contract and the *Network Code.*

**2.3.** For the purpose of executing the transmission contracts, in the contracts concluded by NU and its partners, NU shall set forth the obligations related to the operation of gas quantity metering points and to the data exchange between such partners.

**2.4.** For the purpose of operating the gas quantity metering points at NTS entry, TSO, NU and NU partners shall have the following specific obligations:

**A.** NU partners – producers, importers, SO - in relation to TSO shall have the following obligations:

(1) Upon the written request of TSO, to enable TSO designated representatives’ access inside the premises of the technological installations for the metering systems control and the metrological control of their components, in the presence of NU and/or its partners;

(2) To notify TSO with regard to the scheduled modification of technological regime for gas delivery, with minimum 24 hours in advance;

(3) To deliver gas in NTS only at the points where NU has booked capacity;

(4) To notify TSO, as soon as possible, with regard to the occurrence of damages affecting the NTS technological regime, as well as with regard to the taken remedy measures.

**B.** Relative to NU and its partners, TSO shall have the following obligations:

(1) To notify NU and its partners – producers, importers, SO – with minimum 24 hours in advance, with regard to the modification of technological regime of gas taken over for transmission purposes;

(2) To notify as soon as possible the producer, importer, SO, as applicable, with regard to the occurrence of special situations in NTS functioning, affecting the technological regime, as well as with regard to the taken remedy measures;

(3) Upon the written request of NU and/or its partners, to enable their access inside the premises of the technological installations for the metering systems control and the metrological control of their components, in the presence of TSO representatives.

(4) To install one-way flow clack valves, downstream of the metering systems, in all cases where a two-way gas flow is possible and affects the metering.

**2.5.** For the operation the gas quantity metering points at NTS exit, TSO, NU and NU partners shall have the following specific obligations:

**A.** Relative to NU and its partners – DO, SO, DC - TSO shall have the following obligations:

(1) Upon the written request of NU and/or its partners, to enable their designated representatives access inside the premises of the technological installations for the metering systems control and the metrological control of their components, in the presence of TSO representatives;

(2) To notify NU and its partners with regard to the scheduled modification of technological regimes for gas delivery, with minimum 24 hours in advance;

(3) To notify NU and its partners, as soon as possible, with regard to the occurrence of damages affecting the NTS technological regime, as well as with regard to the taken remedy measures.

**B.** Relative to TSO, NU and its partners shall notify, as soon as possible, with regard to special situations occurred in the functioning of NTS connected adjacent systems, affecting the technological regime, and with regard to the afferent remedy measures.

**2.6.** NTS entry/exit points shall be technically equipped by their owner/operator, on its expense, by complying with therequirements stipulated in the *Regulation for metering the gas quantities traded in Romania* and in Chapter 3 of these **Technical Requirements**.

**2.7.** NTS exit points shall be operated only by TSO, regardless of their owner, based on the gas transmission system operation license and afferent functioning authorization.

**Chapter 3. Metering and determining the gas quantities**

**3.1.** (1)The commercial metering of gas quantities shall be carried out by NTS entry/exit points owner/operator, using metering systems hereinafter referred to as the basic metering systems.

(2) The basic metering systems used must comply with the requirements set forth by the *Regulation for metering the gas quantities traded in Romania.*

**3.2.** (1) Upon the request of the counterparty, the basic metering systems owner/operator shall allow the counterparty to install own metering systems, hereinafter referred to as the control systems of accuracy class comparable to that of the basic metering systems. These control systems shall be installed so not to influence one another.

(2) The control metering systems shall be installed according to the provisions of the *Regulation for metering the gas quantities traded in Romania.*

(3) Metering with the control systems shall not be opposable to metering with the basic systems.

**3.3.** The data based on which the NTS entering/exiting gas quantities are determined shall be collected at 600 a.m. of *n* gas day for *n-1* gas day in respect to all the delivery/take over entry and, respectively exit points, as well as for all the metering systems.

**3.4.** (1)The quantities determined by metering with basic systems shall be recorded in minutes, according to the models from Annexes no 2.1 … 2.7, and shall be communicated to the parties, namely to TSO, NU and its partners, on a daily basis.

(2) With regard to all NTS entry/exit points without control metering system, the basic metering system operator shall make available, upon the counterparty’s request, the data and/or diagrams recorded at the latest until the signing of the weekly gas delivery/take-over minutes, according to Annexes no 2.1 … 2.6.

**3.5.** If the counterparties, due to objective and justified reasons, are unable to agree on the obtained values, the metering systems shall be verified according to Chapter 4 of these **Technical Requirements**.

**3.6.** (1) The owner/operator of the metering systems, located at NTS entry points, shall compare daily the quantities registered by the basic and the control metering systems (where such systems are installed).

(2) Provisionally, in case of discovering differences between the quantities recorded by the basic meter and those recorded by the control meter, the counterparties shall agree to report the value indicated by the basic meter.

(3) After establishing the causes which generated the difference, if the error is caused by the basic metering system, the value reported based on paragraph (2) shall be amicably corrected within 3 working days. In this case, the corrections shall be applied as of the differences ascertaining date.

(4) If the time when the difference has occurred can not be established or if the counterparties are unable to agree, the correction shall be carried out for a period equal to half of the period passed since the last verification, but without exceeding 30 days.

**3.7.** (1)With regard to NTS entry points, the producers/SO, as applicable, shall send to TSO the following information:

a) the recorded gas quantity, on a daily basis until 10.00 a.m.;

b)a copy of the*monthly registration log* of the electronic flow computer, on a monthly basis but the latest until the third working day of the month following the delivery month.

(2) *The monthly registration log* of the electronic flow computer shall represent the basic document used to establish the gas quantities delivered in NTS.

(3) A copy of the *configuration log* of the electronic flow computer shall be sent to TSO together with the *monthly registration log* for the gas flow.

(4) The configuration data of the electronic flow computer shall be entered in the presence of the parties.

**3.8.** (1) The turbine or turning piston meters, installed at NTS exit points shall be equipped with PTZ gas volume correctors, according to the technical requirements established by the *Regulation for metering the gas quantities traded in Romania.*

(2)ThePTZ correctors, mentioned by paragraph (1), shall be set up in the presence of the counterparties.

(3)When installing the turbine meters of the turning piston meters, the lengths of the upstream and downstream sections, established by the *Regulation for metering the gas quantities traded in Romania,* must be observed*.*

**3.9.** If due to objective reasons, the basic systems are not compliant with the requirements for gas quantities metering, the counterparties shall mutually agree to perform the commercial metering using the control systems (where such systems are installed), until the said reasons are eliminated, according to the requirements related to metering information access established by Art. 3.4.

**3.10.** (1)The basic metering system configuration shall be modified in the presence of the counterparties, at a date mutually agreed with at least one day in advance.

(2) The modifications mentioned in paragraph (1) shall be proven by the counterparties signing of the minutes for modifying the basic metering system configuration, drafted according to the model established by Annex no 3.1, respectively Annex no 3.2. Depending on the modification operated in the basic metering system configuration, the calculation values of gas quantities shall be adapted.

(3) The configuration modifications shall be updated in the technical book of the technological installation, stipulated by Art 2.1. letter f).

**3.11.** (1)The use of mechanical recorders for commercial transactions at NTS entry/exit points is prohibited.

(2) Within maximum 18 months since the *Network Code* enforcement, the NTS entry/exit point operators shall replace the existing mechanical recorders used in commercial transactions.

(3) As exception to the provisions of paragraph (1), the existing mechanical recorders use in commercial transactions shall be allowed for the period mentioned by paragraph (2).

(4) Until the mechanical recorders decommissioning, the provisions of Annex no 5 “Calculation methodology for the mechanical system` shall apply for determining the gas quantities by using such devices.

**Chapter 4. Gas metering systems control**

**4.1.** The metrological monitoring and regular metrology control of metering systems shall be conducted according to the applicable metrology regulations and the submission to regular metrological control shall be the owner’s responsibility.

**4.2.** (1)In case of disputes related to the metered gas quantities, the counterparties shall be entitled to request a metrological control of the used systems, in addition to the regular metrological control.

(2) If it is ascertained that the equipments are operating within the allowed range as per accuracy class, the control costs shall be covered by the claimant while the equipment owner shall cover such costs in the opposite case.

**4.3.** The results of controls conducted based on point4.2 provisions shall be recorded in control minutes signed by both counterparties, according to the models in Annexes no 4.1 … 4.4.

**4.4.** Prior to the metering system re-commissioning, the compliance with installation requirements afferent to all metering equipments subjected to control and the restoration of mechanical joints air tightness shall be verified.

**4.5.** (1) If, during the control of the basic or control metering systems, one of the devices shows an error above the value accepted or specified in the type approval certificate, the device in question shall be immediately recalibrated or replaced.

(2) The basic or control metering devices shall be repaired according to the applicable legal metrology regulations and shall be the owner’s responsibility.

**Chapter 5 Gas quality**

**5.1.** (1)The gas tradedat NTS entry/exit points must comply with the minimum quality requirements established by the legislation in force.

(2)TSO shall be entitled to charge penalties for non-compliance with the quality of gas delivered in NTS.

**5.2.** (1) The gas quality shall be appraised based on their chemical composition and on the following physical characteristics:

a) gross calorific power and net calorific power;

b) Wobbe index;

c) density;

d) relative density;

e) compressibility factor;

f) water dew point;

g) liquid hydrocarbons dew point;

(2) The mechanical impurities content, as well as the minimum quality requirements of gas accepted to trading are stipulated by the *Regulation for metering the gas quantities traded in Romania*.

**5.3.** (1) The sampling points required to establish the gas quality shall be those located on the metering system.

(2) The sampling of assays for analysis shall be conducted according to standard SR ISO 10715 – Natural gas. Sampling methods.

(3) If the sampling is conducted for the purpose of dispute settlement, the sampling shall be performed in the presence of the counterparties and by notifying the NU.

**5.4.** (1)The chemical structure of natural gas, respectively the physical characteristics listed by Art. 5.2, shall be determined by using a lab gas-chromatograph and/or regular gas-chromatographs, according to the provisions of the *Regulation for metering the gas quantities traded in Romania* and of the legal regulations in force.

(2) The gas-chromatographs shall be calibrated using benchmark gas, according to the calibration specifications/procedures established by the chromatograph manufacturer.

(3) The determination time intervals are established by the *Regulation for metering the gas quantities traded in Romania*, except when the parties agree otherwise.

**5.5.** The liquid hydrocarbon, hydrogen sulphide, mercaptan sulphur and, implicitly, total sulphure dew point shall be determined using gas-chromatographs or specific analysis equipments.

**5.6**. (1) The water and liquid hydrocarbon dew point shall be determined on pressure and temperature conditions existing at NTS entry point.

(2) NU and/or its partners – the producer, importer, SO – shall ensure at NTS entry points:

a) a water dew point of at least –15 °C at NTS entry point’s delivery pressure;

b) a liquid hydrocarbon dew point of at least 0 °C at NTS entry point’s delivery pressure.

(3) The values established by paragraph (1) shall be determined on a monthly or quarterly basis, except when the parties agree otherwise.

**5.7.** (1) The qualitative parameters, regularly determined, shall be deemed valid until the next determination.

(2) In case of automatic determination of qualitative parameters, the daily mean values shall represent the base used to establish the deviations from allowed limits.

**5.8.** (1)The counterparties’ claims related to the energy quantities which are traded shall be settled according to the provisions of the *Regulation for metering the gas quantities traded in Romania.*

(2) In case of disputes related to the quality, the counterparties shall take samples for the arbitrage procedure, which shall be kept until the settlement of disputes.

(3) If an amicable settlement is not reached, the litigation shall be solved according to the legal provisions.

**5.9** With regard to the exit points,TSO shall provide qualitative parameters related value data within the time frame agreed with the NU.

**Chapter 6 Provision of data required to operate and use the NTS**

**6.1.** The IT platform established by TSO shall ensure the data exchange between TSO, NU and NU partners, exchange required to operate and use NTS under safe and efficient conditions.

**6.2.** (1) According to the models established in the ***Technical Requirements,*** by weekly (gas week) or monthly (calendar month) minutes concluded with the producers, SOs, DOs and importers, TSO shall record the gas quantities metered at NTS physical entry/exit points.

(2) Following the SCADA programme implementation, upon request, TSO shall enable the access to its own data: flows, pressures, temperatures, etc.

**6.3.** For each NTS physical entry point, the producer shall provide TSO with the following data:

1. the volumes and gross calorific power for the previous gas day, on a daily basis until 10.00 a.m.;
2. the allocation per NU of gas quantities metered for the previous gas day, on a daily basis until 14.00 p.m.;
3. the metered gas quantities, gross calorific power and afferent energy recorded by weekly (gas week) and monthly (calendar month) minutes concluded by the counterparties, according to the model of Annex no 2.1;
4. hourly pressures – communicated by phone or e-mail;
5. the flow impulses of the metering systems requested by TSO for the purpose of adequate odorization;
6. TSO’s access to its own SCADA data: flows, pressures, temperatures, etc. – following the implementation of SCADA programmes.

**6.4.** For each physical entry/exit point of the storage facility, the SO shall communicate to TSO the following data:

1. the injection schedule for the period between April – September, until March the 15th;
2. the withdrawal schedule for the period between October – March, until September the 15th;
3. the monthly injection/withdrawal schedule, at the latest with 5 days prior to the delivery month beginning;
4. the nominations/re-nominations for each NU, according to the Network Code provisions;
5. the volumes and gross calorific power, on a daily basis until 10.00 a.m.;
6. the allocation per NU of gas quantities metered for the previous gas day, on a daily basis until 14.00 p.m.;
7. the final data – volumes and gross calorific power – for all relevant points with allocation per each NU, after the calendar month end;
8. for each entry/exit point of the storage facility, SO shall provide TSO with the following data:
   * the metered gas quantities, gross calorific power and afferent energy recorded by weekly (gas week) and monthly (calendar month) minutes concluded by the counterparties, according to the model of Annex no 2.3;
   * hourly flows and pressures – communicated by phone or e-mail.
9. the flow impulses of the metering systems requested by TSO for the purpose of adequate odorization;
10. TSO’s access to its own SCADA data: flows, pressures, temperatures, etc. – following the implementation of SCADA programmes.

**6.5.** The distribution operators shall communicate to TSO the following data:

1. the distribution schedule at NTS exit points:
   * per gas year with monthly split (until May 15th);
   * per calendar year with monthly split (until October 15th);
   * monthly (within the latest 5 days prior to the delivery month beginning).
2. the quantities allocated per each NU at NTS exit points for the previous gas day, on a daily basis until 14.00 p.m., according to the *Network Code* provisions;
3. the final volumes allocated per NU at all NTS exit points, after the calendar month end.
4. Within maximum 2 days, to record the gas quantities metered at NTS physical exit points in weekly (gas week) and monthly (calendar month) concluded with the TSO, according to the model of Annexes no 2.4 and 2.5.

**6.6.** The importer shall communicate to TSO the following data:

1. the import schedule for NTS entry points;
   * per gas year with monthly split (until May 15th);
   * per calendar year with monthly split (until October 15th);
   * monthly (within the latest 5 days prior to the delivery month beginning).
2. the nominations/re-nominations for each NU, according to the Network Code provisions.
3. the quantities allocated per NU for the previous gas day, on a daily basis until 14.00 p.m., according to the Network Code provisions.
4. the final volumes allocated per NU at all NTS entry points, after the calendar month end.
5. to record the gas quantities metered at NTS physical entry points in weekly (gas week) and monthly (calendar month) concluded with the TSO, according to the model of Annex no 2.2.

**Annex no 1**

*(to the Technical Requirements)*

**Conversion formulas. Equivalence to other frequently used measure units.**

When applying the provisions of these **Technical Requirements,** other measure units are also allowed as follows:

1) For pressure.

In IS, the measure unit for pressure is the Pascal (*Pa*) 1 *Pa* = 1 *N/m2*

The conversion formulas when using other allowed measure units are indicated by the table below

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Pressure MU | *Pa* (*N/m2*) | *bar* | *mm Hg*  (1 *Torr*) | *mm H2O* | *at (technical atmosphere),*  *Kgf/cm2* | *atm (standard atmosphere)* |
| *Pa* (*N/m2*) | 1 | 10-5 | 7.50064 x 10-3 | 0.101972 | 1.01972 x 10-5 | 0.98692 x 10-5 |
| *bar* | 105 | 1 | 750.064 | 1.01972 x104 | 1.01972 | 0.98692 |
| *mm Hg* (1 *Torr*) | 133.322 | 1.33322 x 10-3 | 1 | 13.5951 | 13.5951 x 10-4 | 1.31579 x 10-3 |
| *mm H2O* | 9.80665 | 9.80665 x 0-5 | 0.073556 | 1 | 10-4 | 9.67837x10-5 |
| *at (technical atmosphere),*  *Kgf/cm2* | 9.80665 x 104 | 0.98066 | 735.559 | 104 | 1 | 0.967841 |
| *atm*  *(standard atmosphere)* | 10.1325 x 104 | 1.01325 | 760 | 1.03323 x 104 | 1.03323 | 1 |

2) For temperature

In IS, the measure unit for temperature is the *Kelvin* (K)

The conversion formulas when using other allowed measure units:

a) from degrees *Celsius* (°C): *T*(K) = *t*(°C) + **273.15**

b) from degrees *Fahrenheit* (°F): *T*(K) = [*t*(°F) +**459.67**]**/1.8**

3) For volume.

In IS, the measure unit for volume is m3.

Based on these **Technical Requirements**, one cubic meter *m3* represents the gas quantity occupying the volume of a cube with 1 m side in basic conditions, established by CA regulations.

Gross calorific power.

The gross calorific power shall be expressed in MWh/m3 or GJ/m3.

The combustion temperature is specified by CA regulations.

The calorific power shall be converted according to Standard SR ISO 13443.

Standard state.

The standard state of gas under work conditions is characterized by state P and T variables, as well as by the Z compressibility factor.

The ideal gas law is: 

where P- absolute gas pressure, expressed in *N/m2*

V- gas volume, expressed in *m3*

- amount of substance, expressed in *kmol*

R- ideal gas constant, expressed in *J/kmol K*

T- absolute gas temperature, expressed in *K*

Z- compressibility coefficient (adimensional)

To convert a V gas volume, with certain pressure and temperature conditions, to the cubic meter characteristic state as defined by these **Technical Requirements,** the following formula shall be used:



**Annex no 2.1**

*(to the Technical Requirements)*

**PRODUCER GAS DELIVERY/TAKE-OVER MINUTES (PGDTOM) NO .............**

**(for the gas quantities delivered in NTS)**

Concluded this day ......... month ............. year ................between:

**…………………………………….**, as ***PRODUCER***

and

**SNTGN TRANSGAZ SA MEDIAŞ**, as ***LICENSED OPERATOR OF THE NATIONAL GAS TRANSMISSION SYSTEM (TSO)***.

It is hereby confirmed that during the period between .................................... a total gas quantity of .............................. cm, respectively of ………………… Mwh was delivered, respectively taken-over via the meter boards, according to the specifications of the Annex (… page).

The parties are mutually agreeing and recording the following:

* the gas quantities have been delivered – taken over in NTS by complying with the provisions of the Technical Requirements.
* the gas quantities mentioned by the Annex are those acknowledged by the NU.

REMARKS .............

**DELIVERED, TAKEN-OVER,**

**SUBUNIT … SUBUNIT …**

**……………………. …………………….**

**PRODUCER’S REPRESENTATIVE TSO REPRESENTATIVE**

Name …………………… Name ………………….

First name ………………… First name ……………….

Signature Signature

This Minutes was drawn up in 2 counterparts, one for each party.

**ANNEX TO PGDTOM no …**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item no | MP Denomination | TOTAL QUANTITY | | | TOTAL QUANTITY SPLIT PER GAS BENEFICIARIES | | |
| VOLUME  [m3] | PCS  [MWh/m3] | ENERGY  [MWh] | GAS BENEFICIARY NAME | QUANTITY | |
| VOLUME  [m3] | ENERGY  [MWh] |
| 1 |  |  |  |  | 1.1. … |  |  |
| 1.2. … |  |  |
| 1.n. … |  |  |
| 2 |  |  |  |  | 2.1. … |  |  |
| 2.2. … |  |  |
| 2.n. … |  |  |
| … |  |  |  |  |  |  |  |
| n. |  |  |  |  | n.1. … |  |  |
| n.2. … |  |  |
| n.3. … |  |  |

**DELIVERED, TAKEN-OVER,**

**SUBUNIT … SUBUNIT …**

PRODUCER’S REPRESENTATIVE TSO REPRESENTATIVE

Signature Signature

………………………… ……………………………

**Annex no 2.2**

*(to the Technical Requirements)*

**IMPORTER GAS DELIVERY/TAKE-OVER MINUTES (IGDTOM) NO .............**

Concluded this day ......... month ............. year ................between:

**…………………………………….**, as ***IMPORTER[[43]](#footnote-43)***

and

**SNTGN TRANSGAZ SA MEDIAŞ**, as ***LICENSED OPERATOR OF THE NATIONAL GAS TRANSMISSION SYSTEM (TSO)***.

It is hereby confirmed that during the period between .................................... a total gas quantity of .............................. cm, respectively of ………………… Mwh was delivered, respectively taken-over via the gas metering station, according to the specifications of the Annex (… page).

The parties are mutually agreeing and recording the following:

* the gas quantities have been delivered – taken over in NTS by complying with the provisions of the Technical Requirements.
* the gas quantities mentioned by the Annex are those acknowledged by the NU.

REMARKS

..........................................................................................................................................................................................................................................................................................................................................

**DELIVERED, TAKEN-OVER,**

**IMPORTER REPRESENTATIVE TSO REPRESENTATIVE**

Name …………………… Name ………………….

First name ………………… First name ……………….

Signature Signature

This Minutes was drawn up in 2 counterparts, one for each party.

Pcs is tstandard metering = 15°C and tstandard burning = 15°C

The volume is at 15°C and the pressure at 1.01325 bar

**ANNEX TO IGDTOM no …**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item no | GMS DENOMINATION | TOTAL QUANTITY | | | TOTAL QUANTITY SPLIT PER GAS BENEFICIARIES | | |
| VOLUME  [m3] | PCS  [MWh/m3] | ENERGY  [MWh] | GAS BENEFICIARY NAME | QUANTITY | |
| VOLUME  [m3] | ENERGY  [MWh] |
| 1 |  |  |  |  | 1.1. … |  |  |
| 1.2. … |  |  |
| 1.n. … |  |  |

**DELIVERED, TAKEN-OVER,**

**IMPORTER REPRESENTATIVE TSO REPRESENTATIVE**

Signature Signature

………………………… ……………………………

**Annex no 2.3**

*(to the Technical Requirements)*

**SO GAS DELIVERY/TAKE-OVER MINUTES (SOGDTOM) NO .............**

**(for NTS gas intakes/off-takes)**

Concluded this day ......... month ............. year ................between:

**SNTGN TRANSGAZ SA MEDIAŞ**, as ***LICENSED OPERATOR OF THE NATIONAL GAS TRANSMISSION SYSTEM (TSO)***

and

**…………………………………….**, as ***LICENSED OPERATOR OF THE STORAGE SYSTEM (SO)***

It is hereby confirmed that during the period between .................................... a total gas quantity of .............................. cm, respectively of ………………… Mwh was delivered, respectively taken-over via the metering board, for the purpose of injection/withdrawal in/from the storage facility, according to the specifications of the Annex (… page).

The parties are mutually agreeing and recording the following:

* the gas quantities have been delivered – taken over in NTS by complying with the provisions of the Technical Requirements.
* the gas quantities mentioned by the Annex are those acknowledged by the NU.

REMARKS...................................................................................................................

**DELIVERED, TAKEN-OVER,**

**SUBUNIT … SUBUNIT …**

**……………….. ……………….**

**TSO REPRESENTATIVE[[44]](#footnote-44)2 /** **SO REPRESENTATIVE[[45]](#footnote-45)4/**

**SO REPRESENTATIVE[[46]](#footnote-46)3 TSO REPRESENTATIVE[[47]](#footnote-47)5**

Name …………………… Name ………………….

First name ………………… First name ……………….

Signature Signature

This Minutes was drawn up in 2 counterparts, one for each party.

Pcs is at tstandard metering = 15°C and tstandard burning = 15°C

The volume is at 15°C and the pressure at 1.01325 bar

**ANNEX TO SOGDTOM no …**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item no | MP/STORAGE DENOMINATION | TOTAL QUANTITY | | | TOTAL QUANTITY SPLIT PER NU | | |
| VOLUME  [m3] | PCS  [MWh/m3] | ENERGY  [MWh] | NU NAME | QUANTITY | |
| VOLUME  [m3] | ENERGY  [MWh] |
| 1 |  |  |  |  | 1.1. … |  |  |
| 1.2. … |  |  |
| 1.n. … |  |  |

**DELIVERED, TAKEN-OVER,**

**SUBUNIT … SUBUNIT …**

**………………… …………………..**

TSO REPRESENTATIVE[[48]](#footnote-48)6 / SO REPRESENTATIVE[[49]](#footnote-49)8/

SO REPRESENTATIVE[[50]](#footnote-50)7 TSO REPRESENTATIVE[[51]](#footnote-51)9

Signature Signature

**Annex no 2.4**

*(to the Technical Requirements)*

**DO GAS DELIVERY/TAKE-OVER MINUTES at the MRS (DOGDTOM\_1) NO .............**

**(total)**

**(only for gas quantities delivered to the distribution systems)**

Concluded this day ......... month ............. year ................between:

**SNTGN TRANSGAZ SA MEDIAŞ**, as ***LICENSED OPERATOR OF THE NATIONAL GAS TRANSMISSION SYSTEM (TSO)***

and

**…………………………………….**, as ***LICENSED OPERATOR OF THE DISTRIBUTION SYSTEM (DO)***

It is hereby confirmed that during the period between .................................... a total gas quantity of .............................. cm, respectively of ………………… Mwh was delivered, respectively taken-over at the regulating-metering station, according to the specifications of the Annex (… page).

The parties are mutually agreeing and recording the following:

* the gas quantities have been delivered – taken over in NTS by complying with the provisions of the Technical Requirements.
* the delivered gas was odorized according to the regulations in force and this gas had a noticeable odor enabling an easy detection of escapes.

REMARKS........................................................................................................................

**DELIVERED, TAKEN-OVER,**

**SUBUNIT … SUBUNIT …**

**…………………… ………………….**

**TSO REPRESENTATIVE DO REPRESENTATIVE**

Name …………………… Name ………………….

First name ………………… First name ……………….

Signature Signature

This Minutes was drawn up in 2 counterparts, one for each party.

Pcs is at tstandard metering = 15°C and tstandard burning = 15°C

The volume is at 15°C and the pressure at 1.01325 bar

**ANNEX TO DOGDTOM no …**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **ITEM NO** | **MRS DENOMINATION** | **METTER/CORRECTOR INDEX VALUE** | | **TOTAL QUANTITY** | | |
| **OLD INDEX** | **NEW INDEX** | **VOLUME**  **[m3]** | **PCS**  **[**MWh **/m3]** | **ENERGY**  **[**MWh**]** |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| … |  |  |  |  |  |  |
| n |  |  |  |  |  |  |

**DELIVERED, TAKEN-OVER,**

**SUBUNIT … SUBUNIT …**

**………………….. ………………………**

TSO REPRESENTATIVE DO REPRESENTATIVE

Signature Signature

………………………… ……………………………

**Annex no 2.5**

*(to the Technical Requirements)*

**DO GAS DELIVERY/TAKE-OVER MINUTES at the MRS (DOGDTOM\_2) NO...**

**(split per supplier)**

**(only for gas quantities delivered to the distribution systems)**

Concluded this day ......... month ............. year ................between:

**SNTGN TRANSGAZ SA MEDIAŞ**, as ***LICENSED OPERATOR OF THE NATIONAL GAS TRANSMISSION SYSTEM (TSO)***

and

**…………………………………….**, as ***LICENSED OPERATOR OF THE DISTRIBUTION SYSTEM (DO)*** It is hereby confirmed that, according the Gas Delivery/Take-Over Minutes (DOGDTOM\_1), during the period between .................................... a total gas quantity of .............................. cm, respectively of ………………… Mwh was delivered, respectively taken-over at the regulating-metering station, according to the specifications of the Annex (… page).

The parties are mutually agreeing and recording the following:

* the gas quantities have been delivered – taken over in NTS by complying with the provisions of the Technical Requirements.
* the gas quantities specified in the Annex are those acknowledged by the suppliers.
* the delivered gas was odorized according to the regulations in force and this gas had a noticeable odor enabling an easy detection of escapes.

REMARKS

........................................................................................................................................................................................................................................................................................................................................................

**DELIVERED, TAKEN-OVER,**

**TSO DO**

Director … Director …

……………… ………………….

This Minutes was drawn up in 2 counterparts, one for each party.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **ITEM NO** | **MRS DENOMINATION** | **TOTAL QUANTITY** | | | **TOTAL QUANTITY SPLIT PER SUPPLIERS** | | |
| VOLUME  [m3] | PCS  [MWh/m3] | ENERGY  [MWh] | **SUPPLIER NAME** | **QUANTITY** | |
| VOLUME  [m3] | ENERGY  [MWh] |
| 1 |  |  |  |  | 1.1. … |  |  |
| 1.2. … |  |  |
| 1.n. … |  |  |
| 2 |  |  |  |  | 2.1. … |  |  |
| 2.2. … |  |  |
| 2.n. … |  |  |
| … |  |  |  |  |  |  |  |
| n. |  |  |  |  | n.1. … |  |  |
| n.2. … |  |  |
| n.3. … |  |  |

**DELIVERED, TAKEN-OVER,**

TSO DO

Director … Director …

……………….. ………………………

**Annex no 2.6**

*(to the Technical Requirements)*

**DC GAS DELIVERY/TAKE-OVER MINUTES at the MRS (DCGDTOM) NO …..........**

**(only for the gas quantities delivered to the DC)**

Concluded this day ......... month ............. year ................between:

**SNTGN TRANSGAZ SA MEDIAŞ**, as ***LICENSED OPERATOR OF THE NATIONAL GAS TRANSMISSION SYSTEM (TSO)***

and

**…………………………………….**, as ***LICENSED SUPPLIER(S)***

It is hereby confirmed that during the period between .................................... a total gas quantity of .............................. cm, respectively of ………………… Mwh was delivered, respectively taken-over via the MRS, according to the specifications of the Annex (… page).

The parties are mutually agreeing and recording the following:

* the gas quantities have been delivered – taken over in NTS by complying with the provisions of the Technical Requirements.

REMARKS

….......................................................................................................................................................................................................................................................................................................................................

**DELIVERED, TAKEN-OVER,**

**SUBUNIT …**

**………………..**

**TSO REPRESENTATIVE SUPPLIER(S) REPRESENTATIVE(S)**

Name …………………… Name ………………….

First name ………………… First name ……………….

Signature Signature

This Minutes was drawn up in … counterparts, one for each party.

Pcs is at tstandard metering = 15°C and tstandard burning = 15°C

The volume is at 15°C and the pressure at 1.01325 bar

**ANNEX TO DCGDTOM no …**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| ITEM NO | MRS DENOMINATION | TOTAL QUANTITY | | | TOTAL QUANTITY SPLIT PER SUPPLIERS | | |
| VOLUME  [m3] | PCS  [MWh /m3] | ENERGY  [MWh] | SUPPLIER NAME | QUANTITY | |
| VOLUME  [m3] | ENERGY  [MWh] |
| 1 |  |  |  |  | 1.1. … |  |  |
| 1.2. … |  |  |
| 1.n. … |  |  |

**DELIVERED, TAKEN-OVER,**

**SUBUNIT … SUBUNIT …**

TSO REPRESENTATIVE SUPPLIER(S) REPRESENTATIVE(S)

Signature Signature

………………… ……………………

**Annex no 2.7**

*(to the Technical Requirements)*

**NU GAS DELIVERY/TAKE-OVER MINUTES (NUGDTOM) NO...**

**(for the total gas quantity transmitted)**

Concluded this day ......... month ............. year ................between:

**SNTGN TRANSGAZ SA MEDIAŞ**, as ***LICENSED OPERATOR OF THE NATIONAL GAS TRANSMISSION SYSTEM (TSO)***

and

**…………………………………….**, as ***NETWORK USER (NU)***

It is hereby confirmed that, according the Gas Delivery/Take-Over Minutes (DOGDTOM\_1, DOGDTOM\_2, DCGDTOM), during the period between .................................... the total transmitted gas quantity of .............................. cm, respectively of ………………… Mwh was delivered, respectively taken-over via the regulating-metering stations, according to the specifications of the Annex (… page).

The parties are mutually agreeing and recording the following:

* the gas quantities have been delivered – taken over in NTS by complying with the provisions of the Technical Requirements.
* the delivered gas was odorized according to the regulations in force and this gas had a noticeable odor enabling an easy detection of escapes.

REMARKS

..........................................................................................................................................................................................................................................................................................................................................

On behalf of, on behalf of,

**SNTGN TRANSGAZ SA MEDIAŞ S.C. …………………**

Director … Director …

………………………. …………………..

This Minutes was drawn up in 2 counterparts, one for each party.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **ITEM NO** | **MRS DENOMINATION** | **TOTAL QUANTITY** | | |
| VOLUME  [m3] | PCS  [MWh /m3] | ENERGY  [MWh] |
|
| 1 |  |  |  |  |
|
|
| 2 |  |  |  |  |
|
|
| … |  |  |  |  |
| n. |  |  |  |  |
|
|

**SNTGN TRANSGAZ SA MEDIAŞ** **S.C. ………………………..**

**Director … Director …**

............................................... .......................................................

**Annex no** **3.1**

(*to the Technical Requirements*)

**Mechanical Metering Installation Modification Minutes** **of … (date)**

**Metering point denomination…………………**

Modification ofone orifice element **(Yes/No)……………**

**Type…………….. Series………………..Inner diameter d20………mm**

**Material………….. Linear expansion coefficient λd……………… K-1**

**Other remarks:**

**Persons present on behalf of …………………………**

**on behalf of TSO ……………………..**

**Signature …………….. TSO**

**Annex no 3.2**

(*to the Technical Requirements*)

**Electronic Metering Installation Modification Minutes of … (date)**

**Metering point denomination…………………**

Modification ofone orifice element **(Yes/No)……………**

**Type…………….. Series………………..Inner diameter d20………mm**

**Material………….. Linear expansion coefficient λd……………… K-1**

Modification of electronic metering computer **(Yes/No)……………**

- Modification of absolute pressure transducer **(Yes/No)……………**

**Type…………….. Series …………………. Inspection Note no …………….**

**Operating range ………………………. bar, Allowed error …………………**

- Modification of differential pressure transducer 1 **(Yes/No)……………**

**Type…………….. Series …………………. Inspection Note no…………….**

**Operating range………………………. mmH2O, Allowed error …………………**

- Modification of differential pressure transducer 2 **(Yes/No)……………**

**Type…………….. Series …………………. Inspection Note no …………….**

**Operating range………………………. mmH2O, Allowed error…………………**

- Modification of temperature transducer **(Yes/No)……………**

**Type…………….. Series …………………. Inspection Note no …………….**

**Operating range ………………………. °C, Allowed error …………………**

**Other remarks:**

**Persons present on behalf of …………………………**

**on behalf of TSO ……………………..**

**Annex no 4.1**

(*to the Technical Requirements*)

**Electronic Gas Metering System Inspection Minutes**

Concluded this day ……..…………at the metering point……………….………………. upon the inspection of the electronic system composed of the following components:

Absolute pressure transducer……………………. error…………

Differential pressure transducer 1…………………. error ……….

Differential pressure transducer 2…………………. error ……….

Temperature transducer…………………. error …………..

The components of this installation are not compliant with the accuracy rating

Other remarks:

Persons present on behalf of …………………………

on behalf of TSO……………………..

**Annex no 4.2**

(*to the Technical Requirements*)

**CARD**

**with the results of the absolute pressure transducer inspection**

Transducer location ………………….

Type …………… Series ……………… Accuracy rating………Allowed error……………..

Calibrator type …………… Series…………. Accuracy rating………Calibration Certificate No………

Inspector – Metrology Engineer………………… Inspection date…………………

Obtained values

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Simulated value | | Exit signal calculated Ic | Exit signal calculated Ie | | Error | | Remarks |
| U | C | U | C |
| % | KPaA | mA | mA | mA |
| 0 |  |  |  |  |  |  |  |
| 10 |  |  |  |  |  |  |  |
| 20 |  |  |  |  |  |  |  |
| 30 |  |  |  |  |  |  |  |
| 40 |  |  |  |  |  |  |  |
| 50 |  |  |  |  |  |  |  |
| 60 |  |  |  |  |  |  |  |
| 70 |  |  |  |  |  |  |  |
| 80 |  |  |  |  |  |  |  |
| 90 |  |  |  |  |  |  |  |
| 100 |  |  |  |  |  |  |  |

**Annex no 4.3**

(*to the Technical Requirements*)

**CARD**

**with the results of the differential pressure transducer inspection**

Transducer location ………………….

Type …………… Series ……………… Accuracy rating………Allowed error……………..

Calibrator type …………… Series…………. Accuracy rating………Calibration Certificate No………

Inspector – Metrology Engineer………………… Inspection date…………………

Obtained values

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Simulated value | | Exit signal calculated Ic | Exit signal calculated Ie | | Error | | Remarks |
| U | C | U | C |
| % | mmH2O | mA | mA | mA |
| 0 |  |  |  |  |  |  |  |
| 10 |  |  |  |  |  |  |  |
| 20 |  |  |  |  |  |  |  |
| 30 |  |  |  |  |  |  |  |
| 40 |  |  |  |  |  |  |  |
| 50 |  |  |  |  |  |  |  |
| 60 |  |  |  |  |  |  |  |
| 70 |  |  |  |  |  |  |  |
| 80 |  |  |  |  |  |  |  |
| 90 |  |  |  |  |  |  |  |
| 100 |  |  |  |  |  |  |  |

**Annex no 4.4**

(*to the Technical Requirements*)

**CARD**

**with the results of the temperature transducer inspection**

Transducer location ………………….

Type …………… Series ……………… Accuracy rating………Allowed error……………..

Calibrator type …………… Series…………. Accuracy rating………Calibration Certificate No………

Inspector – Metrology Engineer………………… Inspection date…………………

Obtained values

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Simulated value | | Maximum allowed deviations | | Exit signal calculated Rtm (Ω) | | Error | | Remarks |
| U | C |
| T(°C) | Rt (Ω) | (Ω) | (°C) | U | C |  |  |
|  |  |  |  |  |  |  |  |  |
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**Annex no 5**

(*to the Technical Requirements*)

**Gas metering using mechanical recording systems**

If the gas quantities are determined using, daily, a mechanical metering system, each diagram shall include the values obtained by planimetry, the planimetric or mean temperature of gas, the barometric pressure, the characteristics of the contraction element and of the metering device, as well as the resulted gas quantity, values which are than certified by the signature of the person who performed the calculations. The used diagrams shall be previously reviewed and accepted by both counterparties, being kept for a period of 5 years.

If the differential pressure is specified in the diagram as band, the following shall apply depending on the bandwidth:

* in case of a 1-3 mm width, the planimetry shall apply on the middle of the band;
* in case of a 3-5 mm width, the planimetry shall apply on the lower side of the band (Ih1) and on the upper side of the band (Ih2), and the calculation shall consider the value: Ih=Ih1 + 1/3 (Ih2-Ih1);
* in case of a width equal to or above 5 mm, the planimetry shall apply on the lower side of the band.

**Calculation methodology for the mechanical system**

Following the metering carried out with a mechanical recorder for differential pressure, used to determine the gas quantities transiting that particular flow section, a calculation algorithm compliant with the standard rules substantiating the metering, respectively ISO 5167, shall be applied. Below is presented the format of this calculation algorithm implemented on the electronic computer.

**1. Entering the initial data**

* the characteristics of the metering point (point definition, technical characteristics of the lines and metering devices);
* the daily values of the parameters and physical quantities interfering in the calculation and resulted from the metering (planimetry)

**2. Storing the initial data used for the flow calculation**

**3. Calculating the daily gas flow**

**3.1. Values initially established for Q1 and RE**

With regard to the gas flow calculation, the first approximation establishes the initial values for Q1 and RE:

Q1 = 0

RE = 106

**3.2. Values initially calculated based on the daily readings and fixed data**

**3.2.1. Mean temperature of gas t :**

if the temperature is established with a thermometer installed on the board:

t = the arithmetic average of gas temperature during the day [1]

if the temperature is entered in the circular diagram:

 [2]

**3.2.2. Ratio of β diameters:**

 [3]

**3.2.3. Correction factor for fp pressure:**

 [4]

where co2 and n2 represent the mole percentages of the carbon dioxide, respectively, of the nitrogen

**3.2.4. Partial formula fpx :**

 [5]

**3.2.5. Correction factor for ft temperature:**

 [6]

**3.2.6. ρS gas density at 15°C:**

 [7]

where :

1.225442 = ρair at 15°C

**3.2.7. Tpc pseudocritical temperature expressed in [°K] :**

 [8]

**3.2.8. Ppc pseudocritical pressure expressed in [bar]:**

 [9]

**3.2.9. Determining the αij coefficients included in the calculation formula for α flow coefficient (where i=type of primary element).**

The formula of αij coefficients varies depending on the type of primary element used.

As such:

if te=1:

 [10]

 [11]

if te=2 :

 [12]

 [13]

if te=3 :

 [14]

 [15]

The α33 coefficient is calculated differently, depending on the value of D diameter, as follows :

a) if D ≤ 58.62 mm:

 [16]

b) if D > 58.62 mm :

 [17]

 [18]

if te=4:

 [19]

 [20]

if te=5:

 [21]

 [22]

 [23]

**3.2.10. E relative static pressure:**

 [24]

**3.2.11. P absolute static pressure:**

This is established using 2 formulas, depending on the type of barometric pressure measure unit:

a) if barometric measure unit = 1:

 [25]

b) if barometric measure unit = 2:

 [26]

**3.2.12. H differential pressure:**

 [27]

**3.2.13. Relative temperature in relation to Tpc:**

 [28]

**3.2.14. Relative pressure in relation to Ppc:**

 [29]

**3.2.15. μ gas dynamic viscosity expressed in [cP]:**

 [30]

**3.2.16. REfix formula:**

Starting from the Reynolds number formula:

 [31]

where :

q m = gas mass flow rate expressed in [kg/s]

μ = gas dynamic viscosity expressed in [Pa\*s]

D = metering board diameter expressed in [m]

and considering the relation report between the mass flow rate and the volumetric flow rate:

 [32]

where :

qv = gas volumetric flow rate [m3/s]

ρS = gas density [kg/m3]

hence, the RE can also be as follows:

 [33]

where:

qv = gas volumetric flow rate expressed in [m3/s]

ρ = gas density expressed in [kg/m3]

μ = gas dynamic viscosity expressed in [Pa\*s]

D = metering board diameter expressed in [m]

Because:

1 [m3/h] = 3600 [m3/s]

1 [m] = 1000 [mm]

1 [Pa\*s] = 1000 [cP]

Results:

 [34]

 [35]

 [36]

If qv [m3/s], D[m], μ [Pa\*s] are replaced by the above equivalent expressions, RE formula can be represented as follows:

 [37]

If the hourly volumetric flow rate is marked with Qh, and if the calculations of the above formula are performed, RE calculation expression becomes the following:

 [38]

If the expression multiplied by Qh volumetric flow rate is marked with REfix:

 [39]

the calculation formula of RE becomes:

 [40]

**3.2.17. K adiabatic index:**

 [41]

**3.2.18. The ratio of static pressures downstream and upstream of the primary element:**



 [42]

**3.2.19. X =ΔP / (P\*K) ratio:**

 [43]

**3.2.20. Qfix formula:**

 [44]

**3.2.21. ε expansion coefficient:**

 [45]

a) if te = 1 or 2 :

b) if te = 3, 4 or 5 :

 [46]

**3.2.22. α flow coefficient:**

if te = 1:

 [47]

if te = 2:

 [48]

if te = 3:

 [49]

if te = 4:

 [50]

if te = 5:

 [51]

**3.3. Determining the Z compressibility factor for the measured state and the standard state**

With regard to Zr relative compressibility calculation, used in the flow calculation, it is required to successively establish the compressibility factor afferent to the following two states:

a) Z = compressibility factor for measured state (work condition) (P,t)

b) Zaga = compressibility factor for standard state (pst, tst)

where: pst=pN =1.01325 [bar] and tst=15°C

In order to determine the Z and Zaga compressibility factor, the same formulas and symbols as for the partial determination expressions shall be used, being necessary to apply these formulas twice but with different values of P and t parameters.

The P,t parameters value shall be changed based on a flag, with the following two values:

flag = 0 for measured state

flag = 1 for standard state

Flag value = 0 shall be initially established. The following values and expressions shall be calculated by applying the P and t parameters values for the measured state (obtained as specified by point 3.2.1 and 3.2.11):

**3.3.1. fp1 changed pressure:**

 [52]

**3.3.2. ft1 changed temperature:**

 [53]

**3.3.3. ftx formula:**

 [54]

**3.3.4. ft2 formula:**

 [55]

**3.3.5. fp2 formula:**

[56]

**3.3.6. Formula of w correction coefficient:**

The w correction coefficient shall be calculated differently, depending on the limits of fp1 and ft1 values, namely:

a) if: 0 < fp1 ≤ 2 and 1.09 ≤ ft1 ≤ 1.4

 [57]

where the symbol wh was assigned to the following expression:

 [58]

b) if : 0 < fp1 ≤ 1.3 and 0.84 ≤ ft1 < 1.09

 [59]

c) if: 1.3 < fp1 ≤ 2 and 0.88 ≤ ft1 < 1.09

 [60]

**3.3.7. m formula:**

 [61]

**3.3.8. fpm2 formula:**

 [62]

**3.3.9. n formula:**

[63]

**3.3.10. bw formula:**

 [64]

**3.3.11. c formula:**

 [65]

**3.3.12. dw formula:**

 [66]

**3.3.13. zrt formula:**

 [67]

**3.3.14. Zaga compressibility factor:**

 [68]

After applying the string of formulas specified by points (3.3.1) to (3.3.14), the flag value shall be tested and, depending on this value, the following operations shall be performed:

a) if flag = 0 after calculating the Zaga compressibility factor for measured state:

- its value is stored in a memory variable Z: Z = Zaga

- the values for standard state: P=1.01325 [bar] and t=15 [°C] are assigned to P, t parameters

- value 1 is assigned to the flag: flag = 1

- the operations specified by points (3.3.1) to (3.3.14) are reapplied to determine the Zaga compressibility factor corresponding to the standard state.

b) if flag = 1 after calculating the Zaga compressibility factor for standard state:

- the following point (3.4) is applied to calculate the relative compressibility factor.

**3.4. Calculation of Zr relative compressibility factor**

**3.4.1. Zr relative compressibility factor:**

 [69]

where:

z = compressibility factor for measured state

Zaga = compressibility factor for standard state

**3.5. Calculation of Qh hourly flow**

**3.5.1. Method used to determine the hourly flow**

To determine the hourly flow, the following formula shall be used:

 [70]

If we are to consider the partial expression [44], marked by Qfix symbol, which was already calculated at point (3.2.20), the calculation formula [70] for hourly flow can also be expressed as follows:

 [71]

If the following notation is added:

 [72]

the hourly flow formula shall be the following:

 [73]

Due to the fact that the Qh hourly flow is calculated depending on α, and α depends on RE which, in turn, is function of Qh, the hourly flow can not be directly determined but by successive approximations. Using an iterative calculation, performed under several steps (i =1,2,..,n), a string of Qh hourly flow values shall be assessed, successively applying the afferent approximation operations, by calculating the error until its value is within the limit specified and preset at the beginning of the iterative calculation.

For a higher accuracy of the flow calculation, a very low value shall be initially established for the maximum allowed error:

 [74]

**3.5.2. Determining the hourly flow by successive approximation**

The first approximation (step 1) assesses the Qfx expression and the Qh hourly flow is calculated by applying the [70] formula, where α has the value determined by point (3.2.22) corresponding to RE = 106, as initially established at the beginning of point (3.1) calculations, assigning to Q1 and RE the initial values ( Q1 = 0 and RE = 106 )

**3.5.2.1. Assessment of Qfx formula:**

[75]

**3.5.2.2. Calculation of Qh hourly flow:**

[76]

**3.5.2.3. Determining the error of ΔQ calculated flow:**

The ΔQ error represents the absolute difference between the two successive values of flow, obtained in the iterative calculation, by comparison with the previous approximation step:

 [77]

**3.5.2.4. Verification of compliance with preset accuracy limits:**

The calculated flow error, ΔQ, shall be compared with the maximum preset error, δQprest . Depending on the result of this comparison, the following operations shall be performed:

a) if ΔQ < δQprest :

the approximation operation is finished, the last Qh calculated value being the final one and complying with the preset calculation accuracy. Then, point (3.6.) shall be applied to determine the daily flow.

b) if ΔQ > δQprest  :

the approximation operation is continues, going to the next step and performing the following operations:

**3.5.2.5. Replacing Q1 with Qh value:**

 [78]

**3.5.2.6. Recalculating the value of RE :**

 [79]

**3.5.2.7. Correcting the α flow coefficient depending on RE new recalculated value:**

The α flow coefficient shall be recalculated depending on the type of primary element (te), by applying the above-mentioned formulas of point (3.2.22)

**3.5.2.8. Resuming the operations as of point (3.5.2.2 ), using the new recalculated value of α flow coefficient.**

**3.6. Calculation of daily flow**

The daily flow shall be assessed on the last calculation day, depending on the type of daily metering and based on the hourly flow, separately calculated for each set of devices used, as well as based on the time interval of measurements conducted with the relevant set of metering devices.

If we are to take into account the most complex case (timz=3), where the daily measurements have been conducted with two sets of different devices (1st Set of Devices and 2nd Set of Devices), during two time intervals of a day (oref1 and oref2 ) than, based on the two hourly flows (Qh1 and Qh2 ), separately calculated for each set of devices used, the partial daily flows (Qz1 and Qz2 ) for the two time intervals shall be calculated, followed by the calculation of total daily flow - Qztot – obtained by adding up the two partial daily flows.

**3.6.1. Partial daily flow calculated for the measurements conducted on f1 time interval with the 1st Set of Devices:**

 [80]

**3.6.2. Partial daily flow calculated for the measurements conducted on f2 time interval with the 2nd Set of Devices:**

 [81]

**3.6.3. The total daily flow is obtained by adding up the two partial daily flows:**

 [82]

**4. Storage of calculated daily flows**

The calculated daily flows shall be separately stored in 12 monthly folders: DGAZ01,…DGAZ12 . Each metering point shall have an entry in each monthly folder which, by its field structure, ensures the separate storage of daily flows calculated for each day of the relevant month, as well as the storage of corresponding aggregated flows. The entry includes 31 different fields designed to store the daily flows of a month, and 31 different fields designed to store the aggregated flows of a month thus ensuring the storage space of daily and aggregated flows for one year.

**~~ANNEX no 10~~**

~~(to the Network Code~~

~~for the National Gas Transmission System)~~

|  |  |  |
| --- | --- | --- |
| **~~Item no~~** | **~~Tariff~~** | **~~M.U.~~** |
| ~~1.~~ | **~~Tariff for exceeding the booked capacity (TEBC)~~** | |
| ~~RCf x 24 x 150% for each exceeded MWh/day~~ | |
| ~~2.~~ | **~~Tariff for not ensuring the booked capacity (TNEBK)~~** | |
| ~~RCf x 24 x 150% for each not ensured MWh/day~~ | |
| ~~3.~~ | **~~Daily imbalance tariff (DIT)~~** | |
| ~~A~~ | ~~Q x 110% x CUG~~~~T~~ ~~lei~~ |
| ~~B~~ | ~~Q x 115% x CUG~~~~T~~ ~~lei~~ |
| ~~C~~ | ~~Q x 120% x CUG~~~~T~~ ~~lei~~ |

*~~RCf:~~* ~~fixed element for booking the capacity afferent to firm services;~~

*~~Q:~~* ~~gas quantity representing the daily imbalance, according to the Network Code for the National Transmission System;~~

*~~CUG~~~~T~~~~:~~* ~~average cost of domestic and import gas mixture, free of transmission services;~~

*~~A – C:~~* ~~indexes used to establish the daily imbalance tariffs.~~

##### ANNEX No. 11

(to the Network Code for the National Gas Transmission System)

**List of virtual points and composing physical points**

*According to Annex No. 2 to Order No. 53/26.06.2014 of the ANRE President on the amending and supplementation of the Network Code for the National Gas Transmission System, approved by Order No. 16/2013 of the ANRE President.*

##### ANNEX No. 12

(to the Network Code for the National Gas Transmission System)

**List of physical point not grouped as virtual points**

*According to Annex No. 3 to Order No. 53/26.06.2014 of the ANRE President on the amending and supplementation of the Network Code for the National Gas Transmission System, approved by Order No. 16/2013 of the ANRE President.*

**ANNEX no 13**

(to the Network Code for the National Gas Transmission System)

**Trading notification to the VTP**

The undersigned…………….. [name and identification data of the NU], party to the transmission contract no. [ ] concluded between ……….[ name of the NU], and …………….[ name of the TSO], on ……….. [fill in the date], as NU who sells gas and,

The undersigned…………….. [name and identification data of the NU], party to the transmission contract no. [ ] concluded between ……….[name of the NU], and …………….[ name of the TSO], on ……….. [fill in the date], as NU who buys gas,

hereby notify the performance of the transaction related to the sale-purchase of the gas quantity of……………MWh for the date …………..[fill in the date] at the price of ……… Lei [fill in the price].

NU who sells NU who buys

Date ………….. Date …………….

Authorized representative Authorized representative

Signature ……………… Signature ………………

**ANNEX no 14**

(to the Network Code for the National Gas Transmission System)

**Notification in the VTP of the transaction related to the GTF**

The undersigned…………….. [name and identification data of the NU], party to the transmission contract no. [ ] concluded between ……….[name of the NU], and …………….[ name of the TSO], on ……….. [fill in the date], as NU who transfers and,

The undersigned…………….. [name and identification data of the NU], party to the transmission contract no. [ ] concluded between ……….[ name of the NU], and …………….[ name of the TSO], on ……….. [fill in the date], as NU beneficiary of the transfer,

hereby notify the performance of the transaction related to the sale-purchase of the gas quantity of……………MWh for the date …………..[fill in the date] at the price of ……… Lei [fill in the price].

NU who transfers NU beneficiary of the transfer

Date ………….. Date …………….

Authorized representative Authorized representative

Signature ……………… Signature ………………

1. Art.1 is abrogated. [↑](#footnote-ref-1)
2. Art. 10 is abrogated. [↑](#footnote-ref-2)
3. Art. 11 is abrogated. [↑](#footnote-ref-3)
4. Art. 12 is abrogated. [↑](#footnote-ref-4)
5. Art. 15 is abrogated. [↑](#footnote-ref-5)
6. Art. 16 is abrogated. [↑](#footnote-ref-6)
7. The subtitle is abrogated. [↑](#footnote-ref-7)
8. Paragraph (4) of art 18 is abrogated [↑](#footnote-ref-8)
9. Art. 19 is abrogated. [↑](#footnote-ref-9)
10. Subtitle is abrogated [↑](#footnote-ref-10)
11. Art. 20 is abrogated. [↑](#footnote-ref-11)
12. Art. 21 is abrogated. [↑](#footnote-ref-12)
13. The subtitle is abrogated. [↑](#footnote-ref-13)
14. Repealed [↑](#footnote-ref-14)
15. The subtitle is abrogated. [↑](#footnote-ref-15)
16. Article 70 is abrogated [↑](#footnote-ref-16)
17. Article 76 is abrogated [↑](#footnote-ref-17)
18. Abrogated [↑](#footnote-ref-18)
19. Abrogated [↑](#footnote-ref-19)
20. Abrogated [↑](#footnote-ref-20)
21. Art. 87 is abrogated. [↑](#footnote-ref-21)
22. It is abrogated. [↑](#footnote-ref-22)
23. Table 1 is abrogated. [↑](#footnote-ref-23)
24. Abrogated [↑](#footnote-ref-24)
25. Abrogated [↑](#footnote-ref-25)
26. Abrogated [↑](#footnote-ref-26)
27. Abrogated [↑](#footnote-ref-27)
28. Art. 98 is abrogated. [↑](#footnote-ref-28)
29. Abrogated [↑](#footnote-ref-29)
30. Abrogated [↑](#footnote-ref-30)
31. Art. 100 is abrogated. [↑](#footnote-ref-31)
32. Abrogated [↑](#footnote-ref-32)
33. Abrogated [↑](#footnote-ref-33)
34. Abrogated [↑](#footnote-ref-34)
35. Abrogated [↑](#footnote-ref-35)
36. Art. 103 is abrogated. [↑](#footnote-ref-36)
37. Table 8 is abrogated. [↑](#footnote-ref-37)
38. Table 9 is abrogated. [↑](#footnote-ref-38)
39. \* To be filled in based on the type of the transmission services requested [↑](#footnote-ref-39)
40. \* To be filled in based on the type of the transmission services requested [↑](#footnote-ref-40)
41. \* To be filled in as appropriate [↑](#footnote-ref-41)
42. \* To be filled in as appropriate. [↑](#footnote-ref-42)
43. In case of several importers:

    - the Minutes shall be signed by the importer mandated by the other importers, or

    - the Minutes, drawn up in 2 counterparts, shall be signed with each importer. [↑](#footnote-ref-43)
44. 2 For the injection cycle [↑](#footnote-ref-44)
45. 4 For the withdrawal cycle [↑](#footnote-ref-45)
46. 3 For the injection cycle [↑](#footnote-ref-46)
47. 5 For the withdrawal cycle [↑](#footnote-ref-47)
48. 6 For the injection cycle [↑](#footnote-ref-48)
49. 8 For the withdrawal cycle [↑](#footnote-ref-49)
50. 7 For the injection cycle [↑](#footnote-ref-50)
51. 9 For the withdrawal cycle [↑](#footnote-ref-51)