



**Procedures for the annual auction of
yearly and quarterly cross-border
capacity products between Portugal and
Spain**

Information Memorandum

May 2013

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Disclaimer

The aim of this Information Memorandum is to describe in detail the procedures for the annual auction for yearly and quarterly cross-border capacity products between Portugal and Spain. This document has been approved by the competent regulatory authorities in Spain and Portugal.

The terms and conditions which have not been defined in the present document, including technical rules, applicable to the capacities allocated through this process will not differ from the rules prevailing in each system at any particular time, unless otherwise stated in this document.

1 **Background**

The South Gas Regional Initiative Work Plan 2011-2014ⁱ establishes that the final goal on CAM for 2014 would be having in place joint coordinated capacity allocation mechanisms for the allocation of cross-border capacity in all the interconnections between the balancing zones in the region.

For reaching this goal, Enagás and REN committed to develop a joint allocation procedure inspired on ENTSOG's Network Code (NC) on CAMⁱⁱ to allocate bundled products on both sides of the border in a coordinated mechanism.

2 2013 Auctions

In 2013 the following Auctions will be held:

1. The **Firm Yearly Products Auction** will include 2 auctions for firm Yearly Products (one in the flow direction Spain-Portugal and the other in the flow direction Portugal-Spain) at the VIP, carried out simultaneously and independently.
2. The **Firm Quarterly Products Auction** will include up to 4 auctions for firm Quarterly Products in each flow directions at the VIP (8 auctions overall), carried out simultaneously and independently.
3. The **Interruptible Products Auctions** will include 1 auction for the interruptible Yearly Product in the flow direction Spain-Portugal at the VIP, to be held in first place (**Interruptible Yearly Products Auction**), and then up to 4 auctions in the same flow direction carried out simultaneously and independently for interruptible Quarterly Products (**Interruptible Quarterly Products Auction**).

3 Description of capacity Products

3.1 Bundled Capacity

Enagás and REN will jointly offer Bundled Capacity between Spain and Portugal in both directions. “Bundled capacity” in this process means that, at both sides of the VIP:

- Each Product offered includes the same amount of capacity.
- Capacities will be allocated through a common, single Auction Process, or through the rules defined in *11.5 Allocation of spare capacities at the VIP after the Auction Process*.
- Capacities will be allocated to the same Shipper.
- Capacities in the secondary market must remain bundled. See section *10 Transfer of capacity in the secondary market*

This does not imply that:

- A single nomination procedure will be put in place. A joint nomination procedure for bundled capacity providing registered network users with the means to nominate the flows of their bundled capacity via a single nomination could be envisaged in the future.
- A single contract will be put in place.

3.2 Virtual Interconnection Point

The Virtual Interconnection Point (VIP) is the commercial point where capacity is offered between Spain and Portugal under this allocation procedure or under the terms and conditions defined in 11.5 for any spare capacity after the Auction Process.

According with the CAM NC ‘virtual interconnection point’ means two or more interconnection points which connect the same two adjacent entry-exit systems, integrated together for the purposes of providing a single capacity service;

For the purpose of the present allocation process, available capacity at the two existing physical IPs between Spain and Portugal, Tuy-Valença do Minho and Badajoz-Campo Maior, will be offered in a single VIP as bundled capacity.

Two different types of products, firm and interruptible, can potentially be offered to the market at the VIP.

For the calculation of capacities at the VIP between Portugal and Spain in 2013, existing available physical capacity at the two existing physical IPs between Spain and Portugal has been aggregated. Given that on the Spanish side capacity at Tuy, from Spain to Portugal, is subject to certain operational conditions, this capacity will be sold as “interruptible” in the 2013 auction. Therefore, two different types of Products, firm and interruptible, are offered to the market in the ESP-POR flow direction at the VIP, while only firm Products are offered to the market in the POR-ESP flow direction at the VIP.

3.3 Products

A Product consists on capacity which may be bid for, allocated and contracted in a given amount at the VIP, characterised by:

- A predefined duration, with a starting and finishing date.
- A flow direction. Two flow directions are possible: from Portugal to Spain (POR→ESP) and from Spain to Portugal (ESP→POR).
- A Firm or interruptible character.

Four different types of Products will be offered through the Auctions:

Products	Auctions
Firm Yearly Products ¹	Firm Yearly Products Auction
Firm Quarterly Products ¹	Firm Quarterly Products Auction
Interruptible Yearly Products	Interruptible Yearly Products Auction
Interruptible Quarterly Products	Interruptible Quarterly Products Auction

The duration of a Yearly Product is of a gas year, starting on 1st October 2013 and finishing at 30th September 2014.

The duration of a Quarterly Product is of a quarter, starting on 1st October, 1st January, 1st April or 1st July.

Interruptibility conditions are defined in section [11.2.1 Interruption conditions](#).

At the Interruptible Products Auctions, for any given period, no interruptible Product will be offered if less than 95% of firm capacity for the firm Product(s) for that period and

¹ Include the two flow directions: from Portugal to Spain (POR→ESP) and from Spain to Portugal (ESP→POR).

flow direction, has been allocated at the previous Firm Products Auctions. This means that:

- The Interruptible Yearly Product will only be offered if 95% or more of the capacity corresponding to the Firm Yearly Product has previously been allocated.
- The Interruptible Quarterly Product for a particular quarter will only be offered if 95% or more of the sum of the capacity for that quarter offered through the Firm Yearly Product and through the Firm Quarterly Product has been allocated.

3.4 Units and reference conditions.

Bids will be expressed in MWh/day.

Capacity will be allocated in kWh/day, and contracts will be signed in kWh/day

Shippers and TSOs shall take into account the actual regulatory and operational provisions in force in each country regarding gas reference conditions when contracting, programming and nominating the allocated capacity.

4 Qualification Process

In order to participate in an Auction, shippers and eligible customers licensed in Portugal and Spain (“Shippers”) shall be accredited as Qualified Shippers for that Auction, i.e. Shippers shall successfully complete the Qualification Process for that Auction.

This section establishes the requirements that Shippers must accomplish in order to be accredited as Qualified Shippers for each Auction.

The Qualification Process will include two phases:

- the Pre-qualification Phase, common to all Auctions to be held in 2013, and
- the Qualification Phase, only required for firm products Auctions.

Throughout the whole Qualification Process Enagás and REN will make their best efforts during the Pre-qualification Window and the Qualification Window to inform Shippers as soon as possible, of potential mistakes identified in the qualification documentation.

4.1 Pre-qualification Phase

A submission window with duration of 5 working days will be opened at the beginning of the Pre-qualification Phase (Pre-qualification Window). Prior to the closure of the Pre-qualification Window, shippers shall fill in (where appropriate), sign and send to the Coordinated Auction Office (CAO) the following documentation:

- **Pre-qualification Form to participate in the Auction Process**, including identification and contact details of the shipper and Representative Person (see [Appendix I: Pre-qualification Form to participate the Auction Process](#)).
- **Agreement to participate in the Auction Process**. This agreement includes the acceptance and adherence to the rules of the Auction Process and the acceptance of the results of the auction(s) in terms of price and quantities, as soon as they are officially communicated by the CAO to the Shippers. (See [Appendix II: Agreement to participate in the Auction Process](#)). This agreement must be signed by the same person who was acknowledged as Representative Person in the Pre-qualification Form.
- **Confidentiality and non-collusion Agreement**. This agreement includes confidentiality and non-collusion clauses. (See [Appendix III: Confidentiality and](#)

Non-collusion Agreement). This agreement must be signed by the same person who was acknowledged as Representative Person in the Pre-qualification Form.

- **Statement of Single Shipper.** This statement must be sent by Shippers which belong to the same group. (*Appendix IV: Statement of Single Shipper per companies belonging to the same group*). This statement must be signed by the same person who was acknowledged as Representative Person in the Pre-qualification Form.
- **Standard Contracts.** Through these agreements the Shipper is obliged to accept the result of the auction in terms of price and quantity as soon as it is communicated by the CAO. One different Standard Contract shall be signed with Enagás Transporte, S.A.U. and another with REN Gasodutos, S.A.
 - The Standard Contract to be signed with Enagás is the “*Contrato Tipo para el Acceso al Sistema de Transporte y Distribución de Enagás Transporte, S.A.U. CAM España-Portugal*”. Two copies signed and endorsed of the Standard Contract shall be sent to the CAO during the Pre-qualification Phase. After the effective communication, it will be necessary to sign and endorse the relevant Annex or Annexes to the Enagás Standard Contract (“*Anexo Punto de Entrada al Contrato Tipo para el Acceso al Sistema de Transporte y Distribución de Enagás Transporte, S.A.U. CAM España-Portugal*” and/or “*Anexo Punto de Salida al Contrato Tipo para el Acceso al Sistema de Transporte y Distribución de Enagás Transporte, S.A.U. CAM España-Portugal*” and/or “*Anexo Punto de Salida Interrumpible al Contrato Tipo para el Acceso al Sistema de Transporte y Distribución de Enagás Transporte, S.A.U. CAM España-Portugal*”). See *Appendix VI: Enagás Standard Contract*. The Standard Contract shall be signed by the Shipper who contracts capacity in Spain, and
 - The Standard Contract to be signed with REN Gasodutos, S.A. is the “*Contrato de Aquisição de Direitos de Utilização de Capacidade de Transporte no Ponto Virtual de Interligação entre Portugal e Espanha*” (see *Appendix VII: REN Standard Contract*). Two copies signed by the duly representative of the Shipper shall be sent to the CAO during the Pre-qualification Phase.
- **Copy of sufficient powers, valid and in force of the person acknowledged as Representative Person in the Pre-qualification Form**

After the Pre-qualification Window, the CAO will send Shippers an individual letter confirming whether they have successfully completed the Pre-qualification Phase or not. Through this letter, those who have successfully completed the Pre-qualification Phase will be accredited as Pre-qualified Shippers.

At the same time, each Pre-qualified Shipper will be provided a single identification number, “Pre-qualified Shipper Identification Number” (PQSIN).

All Pre-qualified Shippers will be immediately accredited as Qualified Shippers with the right to participate in the Interruptible Products Auctions.

In order to have the right to participate in the firm Yearly Product Auction, Pre-qualified Shippers shall successfully complete the Qualification Phase for the firm Yearly Products Auction.

In order to have the right to participate in the firm Quarterly Products Auction, Pre-qualified Shippers shall successfully complete the Qualification Phase for the firm Quarterly Products Auction.

A Shipper that has not successfully completed the Pre-qualification Phase will not be able to participate in the any Qualification Phase.

During the Pre-Qualification Phase TSOs will also submit to CNE and ERSE the **TSOs Adhesion Agreement**. Through this agreement Enagás and REN freely, irrevocable and unconditionally acknowledges and accepts all the provisions contained in the Information Memorandum. (See [Appendix V: TSOs Adhesion Agreement](#)).

4.1.1 Single Shipper

As bundled capacity will be offered across the VIP, the same Shipper will have to request and book capacity at both sides of the VIP.

Companies belonging to the same group according to the relationship of “control” as defined in EC Regulation 139/2004 will be considered as the same Shipper.

In the Pre-qualification Form to participate in the Auction Process, Shippers shall detail the basic information of the companies at both sides of the VIP (i.e Shipper-POR on the Portuguese network and Shipper-ESP on the Spanish network) and designate a representative person who will carry out all the procedures related with the Auction Process. Shippers will also submit a Statement of Single Shipper confirming that both companies belong to the same group.

Relationship among shippers will be assessed by TSOs according to this definition taking into account the information provided by Shippers during the Pre-qualification Phase. TSOs will communicate NRAs the shippers that are allowed to participate in the procedure according to the referred assessment.

CAO shall submit, according to the calendar established in section 6, individual letters with the pre-qualification confirmation to Shippers.

4.2 Qualification Phase for the firm Yearly Products Auction

A submission window with duration of 10 working days will be opened at the beginning of the Qualification Phase for firm Yearly Products (Qualification Window for firm Yearly Products). Prior to the closure of this window, Pre-qualified Shippers aiming at bidding for firm Yearly Products shall:

- sign and send to the CAO the **Qualification Form for Firm Yearly Products Auction**, including the data to calculate the capacity application guarantee for the firm Yearly Products (see *Appendix X: Qualification Form for Firm Yearly Products Auction*), and
- provide in favour of Enagás and in favour of REN the **Capacity Application Guarantees for the firm Yearly Products Auction** (see *4.4.1 Capacity Application Guarantees for firm Yearly Product*).

Each Financial Guarantee Model that must be sent to the CAO is available in section *Appendix VIII: Enagás First Demand Bank Guarantee model* and section *Appendix IX: REN First Demand Bank Guarantee model* respectively.

The CAO will send to Pre-qualified Shippers an individual letter according to the calendar established in section 6 confirming whether they have successfully passed the Qualification Phase for the firm Yearly Products Auction or not. Through this letter they will be accredited as a Qualified Shippers and will be able to participate in the firm Yearly Products Auction.

4.3 Qualification Phase for the firm Quarterly Products Auction

A submission window with duration of 10 working days² will be opened at the beginning of the Qualification Phase for firm Quarterly Products (Qualification Window for firm

² Working days: Mondays, Tuesdays, Wednesdays, Thursdays or Fridays, that are not Bank Holiday in Madrid and/or Lisbon.

Quarterly Products). Prior to the closure of this window, Pre-qualified Shippers aiming at bidding for firm Quarterly Products shall:

- sign and send to the CAO the **Qualification Form for Firm Quarterly Products Auction**, including the data to calculate the capacity application guarantee for the firm Quarterly Products (see *Appendix XI: Qualification Form for Firm Quarterly Products Auction*), and
- provide in favour of Enagás and in favour of REN the **Capacity Application Guarantees for the firm Quarterly Products Auction** (*4.4.2 Capacity Application Guarantees for Firm Quarterly Products*).

Each Financial Guarantee Model that must be sent to the CAO is available in section *Appendix VIII: Enagás First Demand Bank Guarantee model* and section *Appendix IX: REN First Demand Bank Guarantee model* respectively.

The CAO will send to Pre-qualified Shippers an individual letter according to the calendar established in section 6 confirming whether they have successfully passed the Qualification Phase for the firm Quarterly Products Auction or not. Through this letter they will be accredited as Qualified Shippers and will be able to participate in the firm Quarterly Products Auction.

4.4 Capacity Application Guarantees

Capacity Application Guarantees are aimed at preventing market distortion and capacity hoarding in the development of the Auctions.

These Capacity Application Guarantees are different from, and do not prevent the provision of, the financial guarantees associated to the contracts in place in each country.

Once the Shipper has formalised the guarantees associated to the contracts applicable accordingly to the regulation in place in each country the mentioned Capacity Application Guarantees shall be released by TSOs.

Pre-qualified Shippers aiming at bidding for firm Products shall provide Capacity Application Guarantees in favour of Enagás and in favour of REN. Different capacity application guarantees shall be deposited, one in favour of each TSO.

The deposit of the capacity application guarantees can be done through one of the following methods:

- Cash deposit.

The cash deposit shall be done in the following bank accounts:

Enagás Transporte, S.A.U.: IBAN - ES41 0182 3994 0401 0150 4631

REN Gasodutos, S.A.: IBAN - PT50 0035 0001 0003 0721 030 19

- First Demand Bank Guarantee.

Enagás: see *Appendix VIII: Enagás First Demand Bank Guarantee model*

REN: see *Appendix IX: REN First Demand Bank Guarantee model*

The proof of cash deposit or the First Demand Bank Guarantee must be sent to the CAO by registered letter with acknowledgement of receipt.

Once the Winning Bidders have formalised the relevant documentation, including the formalisation or adjustment of the guarantees associated to the contracts applicable, accordingly to the regulation in place in each country, the mentioned Capacity Application Guarantees shall be released by TSOs.

If a Bidder has not been allocated any capacity at the Auction Process, TSOs shall release the Capacity Application Guarantees.

4.4.1 Capacity Application Guarantees for firm Yearly Products

In order to calculate the Capacity Application Guarantees for firm Yearly Products, Pre-qualified Shippers shall inform of the maximum amount of capacity they shall bid for during the firm Yearly Products Auction for each firm Yearly Product at P_0 ("Yearly Qualification Volume").

The Yearly Qualification Volume shall be equal to the maximum amount of the yearly capacity requested for each firm Yearly Product.

To that aim, Pre-qualified Shippers shall fill in, in the Qualification Form for Firm Yearly Products Auction, the Yearly Qualification Volumes in the following tables:

Table 1: Data Pre-qualified Shippers must provide to calculate the financial guarantees for the Yearly Products

Year	PORTUGAL → SPAIN	SPAIN → PORTUGAL
	Yearly Qualification Volume (MWh/day)	Yearly Qualification Volume (MWh/day)
From 1 st Oct 13 to 30 th Sep 14		

If a Pre-qualified Shipper does not indicate a Yearly Qualification Volume for a particular firm Yearly Product, it will be understood that the maximum amount of capacity the Shipper shall bid during the firm Yearly Products Auction for that firm Yearly Product is zero (i.e. no Bids will be accepted for that Product).

The Capacity Application Guarantee for each firm Yearly Product shall be proportional to the Yearly Qualification Volume.

Find below a detailed description of the calculation in each system.

4.4.1.1 Capacity Application Guarantees for firm Yearly Products in favour of Enagás

The Capacity Application Guarantee for firm Yearly Products in favour of Enagás will be calculated as follows:

- For the firm Yearly Product from ESP→POR, the corresponding Capacity Application Guarantee will be calculated as detailed in the formula below:

$$0.05 \times 0.7 \times T_{cf} \times YQV \times 12$$

Where:

T_{cf} : fix term of the exit tariff (i.e. “*Término de fijo de conducción*”) in cent/(kWh/day)/month³

YQV: Yearly Qualification Volume (kWh/day)

- For the firm Yearly Product from POR→ESP, the corresponding Capacity Application Guarantee will be calculated as detailed in the formula below:

$$0.10 \times T_{rc} \times YQV \times 12$$

Where:

T_{rc} : fix term of the entry tariff (i.e. “*Término de de reserva de capacidad*”) in cent/(kWh/day)/month⁴

³ T_{cf} shall be the value established in the Ministerial Order in force in the moment of the provision of the Capacity Application Guarantee for firm Yearly Products. As of April 2013, the Ministerial Order in force is IET/2812/2012 where T_{cf} is 2.8013 c€/kWh/day/month.

⁴ T_{rc} shall be the value established in the Ministerial Order in force in the moment of the provision of the Capacity Application Guarantee for firm Yearly Products. As of April 2013, the Ministerial Order in force is IET/2812/2012 where T_{rc} is 1.0604 c€/kWh/day/month.

YQV: Yearly Qualification Volume (kWh/day)

4.4.1.2 Capacity Application Guarantees for firm Yearly Products in favour of REN

The Capacity Application Guarantee for firm Yearly Products in favour of REN will be calculated as follows:

- For the firm Yearly Product from ESP→POR, the corresponding Capacity Application Guarantee will be calculated as detailed in the formula below:

$$\text{Max}(T_{fe} \times \text{YQV} \times 2; 10000) \text{ [€]}$$

Where:

T_{fe} : fix term of the tariff identified in 9.1. in €/(kWh/day)/month

YQV: Yearly Qualification Volume (kWh/day)

- For the firm Yearly Product from POR→ESP, the corresponding Capacity Application Guarantee will be calculated as detailed in the formula below:

$$\text{Max}(T_{fs} \times \text{YQV} \times 2; 10000) \text{ [€]}$$

Where:

T_{fs} : fix term of the tariff identified in 9.1. in €kWh/day)/month

YQV: Yearly Qualification Volume (kWh/day)

4.4.2 Capacity Application Guarantees for Firm Quarterly Products

In order to calculate the Capacity Application Guarantees for firm Quarterly Products, Pre-qualified Shippers shall inform of the maximum amount of capacity they shall bid for during the firm Quarterly Products Auction for each firm Quarterly Product at P_0 ("Quarterly Qualification Volume").

The Quarterly Qualification Volume shall be equal to the maximum amount of the quarterly capacity requested for each firm Quarterly Product.

To that aim, they should fill in, in the Qualification Form for Firm Quarterly Products Auction, the Quarterly Qualification Volumes in the following tables:

Table 2: Data Pre-qualified Shippers must provide to calculate the financial guarantees for Quarterly Products

Month	PORTUGAL → SPAIN	SPAIN → PORTUGAL
	Quarterly Qualification Volume (MWh/day)	Quarterly Qualification Volume (MWh/day)
Q1 (1 Oct 13 – 31 Dec 13)		
Q2 (1 Jan 14 – 31 Mar 14)		
Q3 (1 Apr 14 – 30 Jun 14)		
Q4 (1 Jul 14 – 30 Sep 14)		

If a Pre-qualified Shipper does not indicate a Quarterly Qualification Volume for a particular firm Quarterly Product, it will be understood that the maximum amount of capacity the Shipper shall bid during the firm Quarterly Products Auction for that firm Quarterly Product is zero (i.e. no Bids will be accepted for that Product).

Each Capacity Application Guarantee for the firm Quarterly Products shall be proportional to the Quarterly Qualification Volumes.

Find below a detailed description of the calculation in each system

4.4.2.1 Capacity Application Guarantees for firm Quarterly Products in favour of Enagás

The Capacity Application Guarantee in favour of Enagás will be calculated as follows:

- For the firm Product from ESP→POR, the corresponding Capacity Application Guarantee will be calculated as detailed in the formula below:

$$0.05 \times 0.7 \times T_{cf} \times \left[\sum_{q=1}^4 QQV_q \times 3 \times MC_q \right]$$

Where:

T_{cf} : fix term of the exit tariff (i.e. “*Término de fijo de conducción*”) in cent/(kWh/day)/month

QQV_q : Quarterly Qualification Volume for quarter q

MC_m : Seasonal Coefficient established in the Ministerial Order in force. This coefficient is common for the three months included in one quarter q.

- For the firm Product from POR→ESP, the corresponding Capacity Application Guarantee will be calculated as detailed in the formula below:

$$0.10 \times T_{rc} \times \left[\sum_{q=1}^4 QQV_q \times 3 \times MC_q \right]$$

Where:

T_{rc} : fix term of the entry tariff (i.e. “*Término de de reserva de capacidad*”) in cent/(kWh/day)/month

QQV_q : Quarterly Qualification Volume for quarter q

MC_q : Seasonal Coefficient established in the Ministerial Order in force. This coefficient is common for the three months included in one quarter q.

4.4.2.2 Capacity Application Guarantees for firm Quarterly Products in favour of REN

The Capacity Application Guarantee in favour of Enagás will be calculated as follows:

- For the firm Quarterly Product from ESP→POR, the corresponding Capacity Application Guarantee will be calculated as detailed in the formula below:

$$\text{Max}\left(T_{fe} \times \frac{\left[\sum_{m=1}^4 QQV_m \right]}{12} \times 2;10000\right) \text{ [€]}$$

Where:

T_{fe} : fix term of the tariff identified in 9.1. in €/(kWh/day)/month

QQV_m : Quarterly Qualification Volume for quarter q

- For the firm Quarterly Product from POR→ESP, the corresponding Capacity Application Guarantee will be calculated as detailed in the formula below:

$$\text{Max}\left(T_{fs} \times \frac{\left[\sum_{m=1}^4 QQV_m \right]}{12} \times 2;10000\right) \text{ [€]}$$

Where:

T_{fs} : fix term of the tariff identified in 9.1. in $\text{€}/(\text{kWh}/\text{day})/\text{month}$

QQV_q : Quarterly Qualification Volume for quarter q

5 Capacities offered

5.1 Existing contracts

Capacities assigned (subscribed and signed) by each TSO before the announcement to the market by the regulator(s) and/or the TSO(s) of the intention to hold the Auction Process for the allocation of capacities between Portugal and Spain will be fully respected and considered in the future, according to the provisions in the existing contracts.

From the date of communication to the market of the capacities offered, and until capacities have been allocated under the Auction Process, neither TSO shall accept new capacity booking requests for the Virtual Interconnection Point for the period of time covered by the Auction Process.

5.2 Calculation of capacities

Capacities offered to Shippers under the Auction Process will be the lesser value of the capacities considered by each TSO.

The capacity considered by each TSO will be the result of the following calculation:

$\text{Capacities offered} = \text{technical capacities} - \text{booked capacities}$
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Table 3: Capacities offered through the Auction Process (MWh/day)

Spain -> Portugal	Q1 1 Oct 13 - 31 Dec 13	Q2 1 Jan 14 - 31 Mar 14	Q3 1 Apr 14 - 30 Jun 14	Q4 1 Jul 14 - 30 Sep 14
Firm Yearly Capacity	45.000			
Firm Quarterly Capacity (minimum) ¹	0	0	0	0
Interruptible Yearly Capacity ²	20.000			
Interruptible Quarterly Capacity ^{1,2}	0	0	0	10.000
Portugal -> Spain	Q1 1 Oct 13 - 31 Dec 13	Q2 1 Jan 14 - 31 Mar 14	Q3 1 Apr 14 - 30 Jun 14	Q4 1 Jul 14 - 30 Sep 14
Firm Yearly Capacity	60.000			
Firm Quarterly Capacity (minimum) ¹	0	0	0	35.000

(1) Quarterly capacity offered will be announced after the allocation of Yearly capacity, and will be made up of the capacity reserved at the beginning of the Process for Quarterly Products, plus the Yearly capacity not allocated.

(2) For any given period, no interruptible Product will be offered if less than 95.00% of firm capacity for the firm Product(s) for that period and flow direction has been allocated at the previous Firm Products Auctions.

Table 4: Monthly available capacities NOT offered through the Auction Process (MWh/day)

Spain -> Portugal	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14
Firm Monthly Capacity (minimum) ¹	0	0	0	0	0	0	0	0	0	0	0	0
Interruptible Monthly Capacity (minimum) ¹	10.000	0	0	0	0	0	0	10.000	10.000	0	0	0
Portugal -> Spain	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14
Firm Monthly Capacity (minimum) ¹	35.000	0	0	0	0	0	0	35.000	35.000	0	0	0

(1) Monthly capacity will be made up of the capacity not included in the Auction process, plus the Quarterly capacity not allocated.

6 2013 calendar

Date	Milestone	
3 rd – 7 th June	<p>Pre-qualification Window</p> <p>Shippers will sign and send the relevant documentation to the CAO before 16:00 CET on 7th June</p>	Pre-qualification Phase
10 th June	<p>Submission to NRAs of a copy of all Pre-qualification Forms and Statements of Single Shipper received at the CAO, before 16:00 CET on 10th June</p>	
11 th June	<p>Assessment by TSOs of relationship of “control” between Shipper-POR and Shipper-ESP, before 16:00 CET on 11th June</p>	
12 th June	<p>Individual letters from CAO with pre-qualification confirmation to Shippers (incl. PQSIN), before 16:00 CET on 12th June</p>	
13 th – 24 th June	<p>Qualification Window for firm <u>Yearly Products Auction</u></p> <p>Pre-qualified shippers will sign and send the relevant documentation to the CAO, before 16:00 CET on 24th June</p>	Qualification Phase for firm <u>Yearly Products Auction</u>
25 th June	<p>Individual letters from CAO with qualification confirmation (Qualified Shippers for firm Yearly Products Auction), before 16:00 CET on 25th June</p>	
27 th June – 28 th June	<p>Firm Yearly Capacity Bidding Window</p> <p>Close at 16:00 CET on 28th June</p>	Firm Yearly Products Auction
2 nd July	<p>CAO will publish the aggregated results of the firm Yearly Products Auction, after validation of results by NRAs.</p> <p>CAO will send individual letters to Bidders with their results.</p> <p>CAO will publish the capacity available for firm Yearly Products.</p>	

	All this will be done before 16:00 CET on 2 nd July	
3 rd – 12 th July	<p>Qualification Window for firm <u>Quarterly</u> Product Auction</p> <p>Pre-qualified shippers will sign and send the relevant documentation to the CAO, before 16:00 CET on 12th July</p>	Qualification Phase for firm <u>Quarterly</u> Products Auction
15 th July	Individual letters from CAO with qualification confirmation (Qualified Shippers for firm Quarterly Products Auction), before 16:00 CET on 15 th July	
16 th – 17 th July	<p>Firm Quarterly Capacity Bidding Window</p> <p>Close by 16:00 CET on 17th July</p>	Firm Quarterly Products Auction
19 th July	<p>CAO will publish the aggregated results of the firm Quarterly Products Auction, after validation of results by NRAs.</p> <p>CAO will send individual letters to Bidders with their results.</p> <p>CAO will publish the capacity available for interruptible Products.</p> <p>All this will be done before 16:00 CET on 19th July</p>	
22 st – 23 rd July	<p>Interruptible Capacity Bidding Window</p> <p>Close at 16:00 CET on 23rd July</p>	Interruptible Products Auctions
25 th July	<p>CAO will publish the aggregated results of the Interruptible Products Auctions, after validation of results by NRAs.</p> <p>CAO will send individual letters to Bidders with their results.</p> <p>All this will be done before 16:00 CET on 25th July</p>	

7 Auction Process

7.1 General principles

“Auction Process” refers to the set of Auctions held to allocate capacity at the VIP, established in section 2 *2013 Auctions*

Capacity will be allocated through single-round volume-based clearing price auctions.

The Firm Yearly Products Auction, the firm Quarterly Products Auction and the Interruptible Products Auctions will be held subsequently, according to the 2013 calendar (see section 6 *2013 calendar*).

A “Bid” is the amount of capacity that Shippers are willing to book for a given Product, at a given price. Shippers shall fill in their Bids for each Product and as many price steps as they want, expressed in MWh/d, in the Bidding Form.

The “Bidding Form” is the form that shall be filled in, signed and sent to the CAO during a Bidding Window by Shippers aiming at booking capacity at the VIP, including their Bids for different Products, and the Minimum amount of capacity to accept the allocation.

A Qualified Shipper that submits a Bidding Form shall be referred to as “Bidder”.

A Bidder that has been allocated capacity in the Auction Process shall be referred to as “Winning Bidder”.

7.2 Bidding Windows

A Bidding Window is the period of time during which Qualified Shippers are allowed to submit Bidding Forms. Three different Bidding Windows are foreseen:

- Firm Yearly Capacity Bidding Window. During this Bidding Window, Qualified Shippers will be allowed to send and modify Bids for firm Yearly Products.
- Firm Quarterly Capacity Bidding Window. During this Bidding Window, Qualified Shippers will be allowed to send and modify Bids for firm Quarterly Products.
- Interruptible Capacity Bidding Window. During this Bidding Window, Qualified Shippers will be allowed to send and modify Bids for interruptible Products, both interruptible Yearly Product and interruptible Quarterly Products

Each Bidding Window will last 2 working days from 8:00 CET the first day, to 16:00 CET the last day.

No provisional interim allocation will be performed at the end of the first bidding day. Capacity will be allocated only after the Bidding Window closes.

The last Bid submitted during the Bidding Window will be considered the valid one.

7.3 Bidding Forms

Qualified Shippers shall submit the Bidding Form in order to bid for a Product.

Bidding Forms shall always be sent to the Coordinated Auction Office.

- During the Firm Yearly Capacity Bidding Window, Qualified Shippers for firm Yearly Products must fill in and send the Bidding Form for the Firm Yearly Products Auction. (see [Appendix XII: Bidding Form for the Firm Yearly Products Auction](#))
- During the Firm Quarterly Capacity Bidding Window, Qualified Shippers for firm Quarterly Products must fill in and send the Bidding Form for the Firm Quarterly Products Auction. (see [Appendix XIII: Bidding Form for the Firm Quarterly Products Auction](#))
- During the Interruptible Capacity Bidding Window, Qualified Shippers (Pre-qualified Shippers) must fill in and send the Bidding Form for the Interruptible Products Auctions. (see [Appendix XIV: Bidding Form for the Interruptible Products Auctions](#))

In each Bidding Form, Qualified Shippers must detail the PQSIN provided by the CAO in the Pre-qualification Phase.

During the Auction Process TSOs will make their best efforts during the Bidding Windows to inform Qualified Shippers as soon as possible of potential mistakes identified in Bidding Forms.

Bidding Forms shall be sent by registered letter with acknowledgement of receipt to the CAO. Additionally, the Bidding Forms may be sent by e-mail to the CAO for information purposes only.

TSOs strongly recommend to send the Bidding Forms by e-mail to the CAO before sending them by registered letter with acknowledgement of receipt. Note that the electronic submission of the Bidding Forms does not substitute the compulsory submission by registered letter with acknowledgement of receipt.

If during the Bidding Windows Qualified Shippers have problems to send their Bids to the CAO, the Emergency Procedure described in [7.5](#) will be triggered.

7.3.1 Flow direction

In the Bidding Forms for firm Products, Qualified Shippers shall fill in the flow direction they are bidding for (i.e. ESP→POR or POR→ESP). Both options can be chosen; however, this does not imply any kind of coordination in the allocation; this only implies that the Qualified Shipper is bidding the same amount of capacity, and indicating a minimum amount of capacity per price step for both flow directions.

If in the Bidding Form for firm Yearly Products and firm Quarterly Products no flow direction is chosen, the Bidding Form will be considered invalid.

Due to the fact that Interruptible Products are only available from Spain to Portugal, provisions in this section are not applicable to the Bidding Form for Interruptible Products Auctions.

7.3.2 Bids

Qualified Shippers shall fill in, for each Product, the Bid, and the minimum amount of capacity to accept the allocation (which is common to all price steps).

There will be 30 price steps per Product, being P_0 the lowest price, and P_{29} the highest price.

Bids will be expressed in MWh/day, with no decimals.⁵

The minimum Bid at each price step shall be 100 MWh/day. Bids below 100 MWh/day will not be considered. However, Bids below 100 MWh/day will not invalidate the rest of information provided in the Bidding Form, but will only invalidate that particular Bid and all the Bids placed for higher price steps for that Product.

All Bids shall be equal to or higher than the minimum amount of capacity to accept the allocation. Bids lower than the minimum amount of capacity to accept the allocation will be invalid.

Qualified Shippers shall place a Bid for the lowest price step (P_0), otherwise all the Bids for that Product will be invalid.

If a Qualified Shipper places a Bid for a Product higher than the Qualification Volume, the Bid for that Product will be automatically reduced to the Qualification Volume.

⁵ Note that commas and points will be understood as a thousands separator. E.g.:

- a Bid for 10,000 kWh/day will be expressed as “10” in the corresponding cell.
- a Bid for 10,000,000 kWh/day will be expressed as “10000”, “10,000” or “10.000” in the corresponding cell.

In the case of interruptible Products the Bid should be equal to or lower than the total capacity offered for that interruptible Product.

Each Bid at P_1 and subsequent (higher) price steps shall be equal to or lower than the Bid at the previous price step. If this rule is not met, all Bids above the first price step for which the Bid is higher than the Bid for the previous price step will be invalid. However, Bids below the first price step for which the Bid is higher than the Bid for the previous price step will remain valid.

The minimum amount of capacity to accept the allocation indicated shall be equal to or higher than 100 MWh/day. If a Registered Shipper places a Bid at a given price step, and it does not to indicate the minimum amount of capacity to accept the allocation, 100 MWh/day will be the default minimum amount of capacity to accept the allocation.

7.4 Allocation Methodology

The same allocation methodology shall apply for all Auctions (Firm Yearly Products Auction, Firm Quarterly Products Auction, Interruptible Yearly Products Auction and Interruptible Quarterly Products Auction).

Capacity will be allocated in kWh/day (though Bids are expressed in MWh/day).

An independent allocation will be performed for each Quarterly Product. I.e. Qualified Shippers will be able to place Bids either for each Quarterly Product auctioned or only for some of them. However, capacity offered through different Quarterly Products will be allocated independently, and it will not be possible to link Bids for several quarters.

At the end of each Auction Process all Winning Bidders will pay the same Clearing Price.

7.4.1 First Stage

All Bids received from different Bidders for the same Product will be aggregated.

P_{x+1} shall be the first price step, starting from P_0 , for which total demand is lower than or equal to the capacity offered.

P_x shall be the price step immediately below P_{x+1} , being $P_x < P_{x+1}$.

If at P_{x+1} demand is exactly equal to the capacity offered, the auction will be cleared at P_{x+1} and all the capacity will be allocated. The result will be, for a given Product:

- A final individual allocation to each Bidder.
- A final aggregated allocation (the sum of final individual allocations to each Bidder).

If at P_{x+1} demand is lower than the capacity offered, all Bids at the price step P_{x+1} will be allocated. The result will be, for a given Product:

- A provisional individual allocation to each Bidder.
- A provisional aggregated allocation (the sum of provisional allocations to each Bidder).
- A remaining capacity, offered for that Product but not allocated.

For the allocation of the remaining capacity, the pro-rata mechanism in the Second Stage will be applied.

If the application of the pro-rata mechanism in the Second Stage results in no additional allocation of capacity over the provisional aggregated allocation at P_{x+1} ,⁶ the auction will be cleared at P_{x+1} . The provisional individual allocation and the provisional aggregated allocation in the First Stage will be the final allocations.

If the application of the pro-rata mechanism in the Second Stage results in the allocation of additional capacity over the provisional aggregated allocation at P_{x+1} , the auction will be cleared at P_x .

7.4.2 Second Stage: application of the pro-rata mechanism

The pro-rata mechanism will be applied if:

- capacity has been allocated in the First Stage, but there is remaining capacity, or if
- no capacity has been allocated to any Bidder in the First Stage, and the remaining capacity equals the total offer of capacity⁷

The pro-rata mechanism will be applied in subsequent steps until all capacity has been allocated, or until all Bids have been withdrawn from the process.

1st Step

The remaining capacity from the First Stage will be pre-allocated by pro-rata proportionally to the difference between Bidders' individual Bids at P_x and P_{x+1} . This implies that:

- Bids for the same amount of capacity at P_x and P_{x+1} will not participate in the pro-rata.

⁷ Note that this may happen if the Bidders, after the pro-rata allocation process, are not allocated the minimum amount of capacity to accept the allocation.

- Bids for different amounts of capacity at P_x and P_{x+1} will only participate in the pro-rata for the difference between the Bid at P_{x+1} and the Bid at P_x .

If all Bidders are pre-allocated more than the minimum amount of capacity to accept the allocation, then:

- a) the individual pre-allocation in the 1st Step plus the provisional individual allocation at the First Stage will be the final individual allocation and the auction will be cleared at P_x .
- b) The final aggregated allocation will be the sum of final individual allocations.

If one or more Bidders are pre-allocated less capacity than the minimum amount of capacity to accept the allocation,⁸ no allocation will be performed in the 1st Step and the 2nd Step will be triggered.

2nd Step

Only Bids at P_x which in the 1st Step were pre-allocated more capacity than the minimum amount of capacity to accept the allocation will be considered.

The remaining capacity from the First Stage will be pre-allocated by pro-rata proportionally to the difference between Bidders' individual Bids at P_x and P_{x+1} .

The result will be, for a given Product:

- A provisional individual allocation to each Bidder, made up of the provisional individual allocation at P_{x+1} plus the pre-allocation at P_x in this 2nd Step.
- A provisional aggregated allocation (the sum of provisional individual allocations to each Bidder).

If there is no remaining capacity after the 2nd Step, then the provisional individual allocation and the provisional aggregated allocation will be the final allocations.

If there is remaining capacity after the 2nd Step, the 3rd Step will be triggered.

In any case, for Bidders not participating in the 3rd Step, the provisional individual allocation will be the final individual allocation.

3rd Step

Only Bids at P_x which in the 1st Step were pre-allocated less capacity than the minimum amount of capacity to accept the allocation will be considered. Of this group of Bids, those with a "minimum capacity to accept the allocation" higher than the remaining capacity after the 2nd Step will also be excluded (withdrawn from the process).

⁸ Note that this may only happen if the Bidder had placed a Bid at P_x but not at P_{x+1} .

Selected Bids will be ranked according to the following prioritisation procedure:

- Rule 1: Bids at P_x will be first ranked assigning the maximum priority to the Bid for the highest amount of capacity, and the minimum priority to the Bid for lowest amount of capacity requested.
- Rule 2: If once applied Rule 1, two or more Bids are ranked with the same priority, then Bids with the lowest minimum amount of capacity to accept the allocation will be granted the highest priority between the Bids with the same amount of capacity.

The following allocation procedure shall apply:

- The Bid with the minimum priority will be withdrawn from the process, unless:
 - there is only one remaining Bid from previous prioritisation procedure, or
 - the procedure is being applied for the first time after the Bid selection at the beginning of the 3rd Step, and one or more Bids have been excluded in the Bid selection.

If two or more Bids are ranked with the minimum priority, all of them will be withdrawn from the process. Bid(s) already withdrawn will not enter the process again in subsequent pre-allocations (i.e. it is deleted from the ranking).

- The pro-rata mechanism will be applied, for the allocation of remaining capacity after the 2nd Step, without the Bid or Bids that have been withdrawn.
- If one or more Bidders are pre-allocated less capacity than the minimum amount of capacity to accept the allocation, no allocation will be performed and the procedure will be repeated, withdrawing the following Bid(s) according to the ranking.

This procedure will be reiteratively applied until all capacity has been allocated, or until all remaining Bids are allocated 100% of the capacity requested or, if none of the previous has happened before, until all Bids have been withdrawn from the process.

Once the allocation procedure in the 3rd Step has finished, the result will be:

- A final allocation to each Bidder.
- A final aggregated allocation (the sum of final allocations to each Bidder in the 2nd and 3rd Step).

There might be some remaining capacity, offered for that Product but not allocated. This capacity will not be allocated through the Auction Process (see 5 *Capacities offered*).

7.5 Emergency Procedure

If during the Bidding Window a Qualified Shipper has problems to send its Bidding Form(s) to the CAO, the mentioned Qualified Shipper shall follow the next steps:

- The Qualified Shipper shall call the CAO at the telephone provided for this purpose, indicating that he is experiencing problems in sending the Bidding Form(s) and wishes to submit or update the Bidding Form(s) by telephone.
- The CAO, or a TSO designated by the CAO, will call back the Qualified Shipper to the telephone provided in the Registration Form, checking the identity of the Qualified Shipper; afterwards the Qualified Shipper will be able to fill or update the Bidding Form by telephone.

The telephone calls will take place in English, Spanish or Portuguese, and will be recorded.

8 Obligations of the entities in charge of supervising and organising the auctions

8.1 Auctions supervision

The competent National Regulatory Authorities in the two countries, as entities in charge of supervising the auctions, shall act pursuant to the provisions of the relevant legislation to assure that the auction process has been developed in a transparent, competitive, objective and non discriminatory way.

The National Regulatory Authorities will validate auction results, after the bidding windows and the application of the allocation procedure by TSOs before the communication of results, within a 24h window.

8.2 Auctions organisation

Enagás and REN, as entities in charge of organising the auctions, shall act pursuant to the provisions of the relevant legislation and in particular, the provisions established in this Information Memorandum.

As established in section 12 a Coordinated Auction Office (CAO) will be set up in order to manage and coordinate the management of the auction.

The entities in charge of organising the auctions will:

- Hold open information sessions for shippers before the Qualification Window
- Inform interested parties about the Pre-qualification and the Qualification phases
- According to section 4.1.1, communicate to NRAs the shippers allowed to participate in the auction after the assessment of Pre-qualified Shippers
- Inform interested parties about the auction procedure
- Provide NRAs with all the information needed to comply with their obligations as established in this Information Memorandum
- Communicate auction results once validated by NRAs

9 Price

Participants which gain capacity in the auctions will pay the TPA tariff access in force in Portugal and in Spain plus the premium resulting from the auction, according to the capacity assigned.

9.1 Regulated tariff

On the Spanish side, the TPA access tariffs for firm products will be those established in the Ministerial Order in force in the moment of the utilization of the capacity, tariffs for annual products will be those established for long term contracts, while tariff for quarterly products will be those established for short term contract (monthly tariffs). The TPA access tariffs for interruptible products will be those established in the Resolution, or the legislation replacing it, ruling the interruption regime in the Spanish system (in particular the provision regarding interconnections) in force at the moment of the utilization of capacity.

On the Portuguese side the TPA access tariffs will be those published by the Portuguese NRA (ERSE) applicable at the time relevant to each capacity product, firm or interruptible. They are applicable for each product, according to their duration (year, quarter).

9.2 Auction premium

There will be 30 price steps per Product, being P_0 the lowest price, and P_{29} the highest price.

P_0 of all the auctions will be 0 kWh/day. The following price steps will be defined as a fix price positive increment premium (arithmetic progression) of 3% of the TPA access tariff in each country, taking into consideration both the capacity and commodity charges, to be added to the former price step.

The specific values of prices steps from P_0 to P_{29} for each Product will be published in the CAO website before each Bidding Window.

9.3 Revenue split: capacity premium payments

If, as a result of the auction, a premium over the TPA access tariffs is going to be paid by capacity holders, this premium will be distributed 50% for each national system.

Consequently, TSOs in each country will invoice users the regulated TPA access tariffs in force in the country, plus 50% of the premium resulting of the auction, over the TPA access tariffs, corresponding to each national system.

10 Transfer of capacity in the secondary market

The capacity allocated in the auction is allowed to be transferred by the primary holders to other agents in the secondary markets. Primary holders will be able to transfer the total assigned capacity or part of it, and for the total or partial duration of the period for which it was allocated in the auction, starting the first day of a calendar month and for a complete number of calendar months.

The minimum volume of a transfer is one hundred (100) MWh/d over one (1) month. The firmness of the allocated capacity remains the same after transfer, irrespective of the period of transfer.

However, capacity traded in the secondary market must remain bundled and allocated at the VIP. To that aim, capacity trades on the secondary market will only be accepted by TSOs if performed in both systems, Portuguese and Spanish, at the same time, for the same amount of capacity and period, referred to the VIP and if transferred to the same Shipper.

Starting from five (5) working days since the final aggregated results of the Interruptible Products Auctions have been published after validation of results by the NRAs and individual letters to Bidders with their individual results have been sent to the Shipper, the allocated capacity, in the framework of Yearly or Quarterly Products, may be fully or partly transferred at a given moment by a Shipper, the Transferor, to another Shipper, the Beneficiary, under the condition that this transfer is notified to REN and Enagás in accordance with following paragraphs.

Notification of Transfer is done via electronic means. The notification of a transfer to REN and Enagás must include, among others, the following information:

- the Transferor's company name;
- the Beneficiary's company name;
- the Period of Transfer – i.e., the dates concerned for the transfer, including start and end dates;
- the volume of transferred capacity.

In order to be considered valid, the transfer notification must be sent by the Transferor to REN and Enagás and must be confirmed by the Beneficiary through an acceptance notification sent to REN and Enagás, via electronic means, including the above mentioned information. To allow for TSOs to manage capacity requests in due time and thus enable Shippers to perform the corresponding programming and nominations, the

Transferor and the Beneficiary must send the transfer notification no later than ten (10) working days before the initial day of the capacity period.

When receiving a transfer notification, REN and Enagás will check:

- that the Transferor and Beneficiary are entitled up to the end of the transfer period; and
- that the Transferor holds the capacity he wishes to transfer at the time of notification of that transfer; and
- the Beneficiary holds the necessary financial guarantees related to the transferred capacity, according with art. 6 RD949/2001 in the Spanish side.

The response sent by REN and Enagás to the Transferor and the Beneficiary after receiving this transfer notification includes:

- a message accepting the transfer if the notification meets the aforementioned conditions; or
- a message rejecting the transfer identifying the reasons for rejection.

If the transfer is accepted by REN and Enagás, the capacity of the Transferor is reduced and allocated to the Beneficiary.

As from the moment of the acceptance of the transfer by both TSOs, the Beneficiary of the transferred capacity will also assume all financial obligations towards REN and Enagás for the corresponding amount of capacity transferred and will simultaneously release the Transferor from such responsibilities.

This process does not release Shippers, both the Transferor and the Beneficiary, of any obligations related to the procedures and timelines established at national level in each country in relation to the secondary market.

11 Other

11.1 Fee to cover the auction costs

No fee to cover the auction costs will be required since no additional costs will be incurred.

11.2 Interoperability issues

11.2.1 *Interruption conditions of the interruptible contracts*

The export service to Portugal can be interrupted if, once nominated all the firm export capacity, the Badajoz Interconnection Point is congested and the entry capacity nominated at the Northwest Spanish zone is lower than the sum of the total demand at Galicia and the export that would have to be done through the Tuy Interconnection Point, not being able to meet the minimum pressure required at the Tuy Interconnection Point of 60 bara. To verify the fulfilment of the required pressure condition at the Tuy Interconnection Point, the “Gestor Técnico del Sistema (GTS)” in Spain will perform the corresponding transmission simulation.

Two hours in advance of the application of the interruption, the “Gestor Técnico del Sistema (GTS)” in Spain shall inform affected users and the transmission system operators of the Tuy interconnection.

The “Gestor Técnico del Sistema (GTS)” in Spain shall inform users and transmission system operators of the Tuy interconnection on the possibility of interruption after the programming and nomination process.

11.2.2 *Nominations*

This Information Memorandum does not modify any existing operational condition or agreement. The current nomination and matching procedures in each country will be applied.

From an operational point of view the two physical interconnections are nowadays being operated as a single interconnection, according to the agreements between Enagás and REN. This basically means that if there are operational constrains in Tuy/Valença but underutilization of booked capacity in Badajoz/Campo Maior, no interruption will be needed if all capacity nominated could be served through Badajoz/Campo Maior.

Since not all the capacity in the interconnection is going to be bundled for the moment, but only the one allocated at the VIP, nominations in Spain and in Portugal will still be distinguished among for Badajoz/Campo Maior, Tuy/Valença, and the VIP.

In case of interruption is needed, firm capacity nominations at Tuy from Spain to Portugal subject to operational conditions will have priority over interruptible capacity nominations, in the ESP-POR flow direction, at the VIP.

11.3 Gas day

From 0:00h to 24:00h in each country (working as currently).

11.4 Anti-hoarding mechanism

For the moment, each country will apply the CMP mechanism in place until further harmonisation is decided.

11.5 Allocation of spare capacities at the VIP after the Auction Process

Firm capacity might be available after the Auction Process if:

- Not all capacity has been allocated in the Auction Process.
- Firm capacity contracts in existing physical IPs on the Spanish side have been cancelled or capacities under those contracts have been reduced, provided that on the Portuguese side the same volume of capacity is also available.

Firm capacity available after the Auction Process will be allocated under the FCFS allocation methodology only until 30th September 2014. To apply for such capacity, Shippers may submit their request to both TSOs as from five (5) working days since the final aggregated results of the Interruptible Products Auctions have been published after validation of results by the NRAs and individual letters to Bidders with their individual results have been sent, according to current allocation methodologies in each country, but in a bundled way in the VIP (capacity requests will only be accepted if they are made in both countries under the definition of Bundled Capacity contained in this Info Memo).

The minimum volume of a capacity to be allocated is one hundred (100) MWh/day over one (1) day and the capacity request must be sent to REN and Enagás via electronic means. To allow for TSOs to manage capacity requests in due time and thus enable shippers to perform the corresponding programming and nominations:

- In case of capacity requests for a duration of one gas day, Shippers must send their requests before 10:00 (CET) of the working day preceding the relevant day, and
- In case of capacity requests for a duration of two or more gas days, Shippers must send their requests ten (10) working days in advance of the relevant day.

To be considered a valid capacity request, it must include, among others, the following information:

- the Shippers name;
- the duration – i.e., the dates concerned for the application, including start and end dates;
- the volume of the desired capacity
- and the corresponding flow direction.

When receiving a capacity request, REN and Enagás will check that the Shipper holds the necessary financial guarantees.

The response sent by REN and Enagás to the Shipper after receiving this capacity request will indicate the acceptance or rejection of the request and the reasons for rejection.

For the purposes of the FCFS allocation, it will be considered the time stamp of the earliest valid capacity request received by REN and Enagás.

If applicable, accepted capacity requests shall be charged considering the capacity products with the largest duration fitting the request. Thus, if a capacity request includes a whole month, the monthly duration product shall be complemented with daily products if necessary.

Interruptible capacities available at the VIP after the Auction Process will only be allocated until 30th September 2014, according current allocation methodologies, but in a bundled way in the virtual interconnection point, and only as long as all firm capacity has been booked (capacity requests will only be accepted if they are made in both countries under the definition of Bundled Capacity contained in this Info Memo).

All firm and interruptible capacity resulting from the cancelation of long term contracts, or reductions of capacities under those contracts on the Spanish side will be converted to additional capacity at the VIP to be auctioned the following year.

Regulation 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing

Regulation (EC) No 1775/2005, establishes that TSOs shall offer unused capacity on the primary market at least on a day-ahead and interruptible basis. Enagás and REN will not offer this kind of interruptible capacity through this auction procedure; short-term interruptible capacities will be independently allocated at both sides of the IPs. Thus, short-term interruptible capacities will continue to be offered unbundled according to the rules in place in each system.

11.6 Invalidity of an Article

If any stipulation of the present Information Memorandum is deemed invalid for any reason, it shall not affect the validity of the other stipulations of the Information Memorandum.

12 Coordinated Auction Office

The Coordinated Auction Office (CAO) will be set up in order to manage and coordinate on behalf of Enagás and REN the management of the auctions for cross border capacity products between Portugal and Spain.

Contact details:

Coordinated Auction Office

Enagás Transporte, S.A.U., Dirección de Gestión ATR

Paseo de los Olmos, 19

28005 Madrid - España

e-mail: transportista@enagas.es

Telephone number: +34 91 709 94 30

13 Contact

Any requests for additional information should be sent to:

Enagás Transporte, S.A.U.

Att. Dirección de Gestión ATR

Paseo de los Olmos, 19

28005 Madrid – España

Phone: + 34 91 709 94 30

e-mail: transportista@enagas.es

or:

REN Gasodutos, S.A.

Att. Gabinete de Mercados e Liquidações

Rua Cidade de Goa, 4

2685-038 Sacavém, Portugal

Phone: + 351 21 941 29 68

Fax: + 351 21 001 17 64

e-mail: gestor.mercados@ren.pt



Appendix I: Pre-qualification Form to participate the Auction Process



**PRE-QUALIFICATION FORM TO
PARTICIPATE IN THE AUCTION PROCESS**

BINDING

To be filled by the TSO

PQSIN:

Reception date:

Shipper Identification Data

SHIPPER-ESP

Name of the shipper: _____

NIF: _____ E-mail: _____

Address: _____

Town: _____ Zip code: _____ Country: _____

Phone: _____ Fax: _____

SHIPPER-POR

Name of the shipper: _____

NIF: _____ E-mail: _____

Address: _____

Town: _____ Zip code: _____ Country: _____

Phone: _____ Fax: _____

REPRESENTATIVE PERSON

Name and surname: _____

NIF: _____ E-mail: _____

Address: _____

Town: _____ Zip code: _____ Country: _____

Phone: _____ Fax: _____

CONFIDENTIAL

Signature and request date

The Pre-qualification Form must be signed by the Representative Person.

REPRESENTATIVE PERSON

Signature:	
Date:	_____

Submission of the Registration Form

The Pre-qualification Form shall be sent by registered letter with acknowledgement of receipt to the Coordinated Auction Office:

Coordinated Auction Office
Enagás, Dirección de Gestión ATR
Paseo de los Olmos, 19, 3A
28005
Madrid
España

The Pre-qualification Form shall be received by the Coordinated Auction Office by the end of the Pre-qualification Phase (see Information Memorandum).

Additionally, the Pre-qualification Form may be sent by e-mail to the Coordinated Auction Office for information purposes only:⁹

e-mail: transportista@enagas.es

⁹ Note that the electronic submission of the Pre-qualification Form does not substitute the compulsory submission by registered letter with acknowledgement of receipt.



Appendix II: Agreement to participate in the Auction Process



AGREEMENT TO PARTICIPATE IN THE AUCTION PROCESS

Mr. _____, with
NIF/Passport Number _____, on behalf of _____ and
representing _____,
_____ ,
with NIF _____ and registered offices at _____,
_____, with powers expressly declared to
be valid, effective and sufficient for the signature of this document (hereafter "the
Auction Participant").

DECLARES

1. According to the Spanish regulation, on the Spanish side, the entities that are allowed to participate in the auctions to allocate capacity between Spain and Portugal are detailed in section 3 of the Circular 2/2012, of 8 of June, issued by the CNE for establishing the methodology for the coordinated allocation of interconnection capacity of natural gas between Spain and Portugal.
2. According to the Portuguese regulation, on the Portuguese side, the entities that are allowed to participate in the auctions to allocate capacity between Spain and Portugal are those who have a valid license to commercialise natural gas in Portugal.
3. The provider of capacity services on the Spanish side is Enagás Transporte, S.A.U. and the provider of the capacity services in the Portuguese side is REN Gasodutos, S.A.
4. The Auction Participant is interested in taking part in the auctions to be held during May and July 2013.
5. The Auction Participant is entitled to participate in the referred auctions, and to sign those contracts which, if any, were resultant of the auction procedure.
6. According to the Spanish regulation the auctions are governed by the rules and procedures approved by Resolution of the CNE of 28 of June of 2012, "Resolución de la CNE por la que se aprueba el "Information Memorandum" y el Contrato Tipo para la asignación coordinada de la capacidad de interconexión de gas natural entre España Y Portugal, disponible en el periodo comprendido entre octubre de 2012 y septiembre de 2013".
7. According to the Portuguese regulation the auctions are governed by the rules and procedures approved by Diretiva N.º 11/2012 issued by ERSE and published in the Diário da República, 2ª Série N.º 131, of 9 of July of 2012,

AGREEMENT TO PARTICIPATE IN THE AUCTION PROCESS

“Revisão do Mecanismo de Atribuição da Capacidade da RNTGN”, which endorses the document “Mecanismo de Atribuição da Capacidade da RNTGN”.

8. Enagás Transporte, S.A.U. and REN Gasodutos, S.A. have made publicly available the Information Memorandum which provides a detailed description of the Qualification Process for the auctions, and which also contains the rules and procedures of the auctions for the observance and compliance by those companies that have been qualified. The aforesaid Information Memorandum has been approved by Resolution of the CNE of 28 of June of 2012, and validated by ERSE through the document “Mecanismo de Atribuição da Capacidade da RNTGN”.
9. For these purposes, the Auction Participant must expressly state its commitment to comply with the obligations under the aforesaid Information Memorandum, for signing this document, according to the following,

CLAUSES

FIRST. ACCEPTANCE AND COMMITMENT

The Auction Participant freely, irrevocable and unconditionally acknowledges and accepts all the provisions contained in the Information Memorandum, approved by Resolution of the CNE of 28 of June of 2012, and validated by ERSE through the document “Mecanismo de Atribuição da Capacidade da RNTGN”.and agrees to comply with it and without reservations, restrictions or conditions.

The Auction Participant declares that comply with the regulation applicable in each country to be allowed to participate in the auction process, and in particular with the chapter 3 of the Circular 2/2012 in Spain and with the “Mecanismo de Atribuição de Capacidade na RNTGN” in Portugal.

In particular, and without prejudice to other obligations which, if any apply to the Auction Participant as provided in the Information Memorandum and regulations applicable in each of the two countries, the Auction Participant expressly undertakes:

- a) To accept the results of the auctions, in the terms prescribed in the Information Memorandum,
- b) To recognise and accept in the bilateral contracts that the price and amount of capacities allocated that will eventually be subscribed shall be determined through the auction process.



AGREEMENT TO PARTICIPATE IN THE AUCTION PROCESS

- c) To send to Enagás Transporte, S.A.U. and REN Gasodutos, S.A., the CNE and ERSE all information necessary for the exercise of their functions.

SECOND. CONFIDENTIALITY

The Auction Participant undertakes to observe confidentiality obligations regarding all the information that have such character and those which have had access as a result of their participations in the auctions, in the terms set out in the "Confidentiality Agreement and Non-collusion Agreement" included as Appendix III: of the Information Memorandum. For the purposes of this Agreement, it shall not be considered confidential the information (i) that is accessible to the public, (ii) is rightfully received from a third party, or (iii) which is necessary for a decision from a competent authority, whether judicial or administrative.

Date: _____

Name of the Representative Person: _____

Signature: _____



Appendix III: Confidentiality and Non-collusion Agreement



CONFIDENTIALITY AND NON-COLLUSION AGREEMENT

Mr. _____, with
NIF/Passport Number _____, on behalf of _____ and
representing _____

_____,
with NIF _____ and registered offices at _____,
_____, with powers expressly declared to
be valid, effective and sufficient for the signature of this document (hereafter “the
Company”).

DECLARES

- I. That the Company is interested in participating in the auctions needed to allocate capacity between Spain and Portugal (hereafter “the auctions”).
- II. That the admission of the participant in the corresponding phases of the pre-qualification and qualification and participation in the auction itself involves, among others, the obligation to sign a confidentiality and non-collusion agreement.

In response to which the Company expressly assumes and agrees to meet the following obligations and commitments:

FIRST. The Company agrees to keep confidential and not provide or reveal any Confidential Information, as well as to not use it for other purpose than for participation in the auctions and to limit its access to it only to those employees who in any case require access to it, making sure that they preserve their confidential character. The Company shall be responsible for the compliance with the confidentiality obligations by its employees.

For the purposes of this Confidentiality and Non-collusion Agreement, it shall be understood as “Confidential Information” any information disclosed to the Company, to its employees or consultants, or any information the Company, its employees or its consultants might have had access to related to the auctions, either in writing, orally, in the form of software or any other tangible or intangible means, currently known or that enables the state of art in the future for the purpose of the procedures related to those auctions.

CONFIDENTIALITY AND NON-COLLUSION AGREEMENT

In particular, it shall be understood that “Confidential Information” includes any information related to the development of the auctions that the Company has obtained after the pre-qualification phase.

Nevertheless, it shall not be considered “Confidential Information” any information:

- a) That was of public domain at the time that was revealed to the Company,
- b) That, after having been revealed, was published or otherwise lapsed into public domain without any failure of the confidentiality obligation by the Company.
- c) That has been requested by the competent administrative or judicial authorities, in which case, the Shipper must communicate such request to the Coordinated Auction Office prior of the disclosure of such information.

SECOND. The advisors of the Company, which, by nature of their work, must have knowledge of the Confidential Information, must subscribe also with the Company a confidentiality agreement, prior to the disclosure or provision of the Confidentiality Information by the Company, so as to preserve the confidentiality of the information and do not act as a conduit for the transfer of such information.

THIRD. The Company has not held or will hold, no agreement of any kind, nor has it made or will make any kind of communication, nor has it provided or will provide information to any competitor either directly or indirectly, private or public, regarding any aspect related to the auctions that could affect their development, including, without limitation, the following aspects of the auction: (a) participation in the auction, (b) the quantities to be offered, (c) the expected prices resulting from the auctions or the methodology for estimating the price, or (d) the bidding strategies in auctions.

For the purpose of this Agreement is shall be understood as competitor, any entity with which the Company has no such a relationship in which both could be considered as a single unit under Article 53 (1) of the European Economic Area Agreement and Article 81 (1) of the EEC Treaty.

FOURTH. The obligations contained in this document shall remain in force for four years from the date of conclusion of the auctions.

FIFTH. In case of failure to comply these commitments, the Company will be liable for compensation for damages caused.

These behaviours may be communicated to the relevant authorities for their consideration, to the extent that may further be a violation of the legislation.



CONFIDENTIALITY AND NON-COLLUSION AGREEMENT

SIXTH. This Agreement shall take effect from the date of signature.

Date: _____

Name of the Representative Person: _____

Signature: _____



**Appendix IV: Statement of Single Shipper per companies
belonging to the same group**



STATEMENT OF SINGLE SHIPPER PER COMPANIES BELONGING TO THE SAME GROUP

Mr. _____, with
NIF/Passport Number _____, with powers expressly declared to be
valid, effective and sufficient for the signature of this document.

on behalf of _____,
with NIF _____, license in Portugal and registered office located at
_____ and

on behalf of _____,
with NIF _____, license in Spain and registered office located at
_____.

Hereinafter jointly referred to as “the companies”

EXPOSES:

That the shareholding relationship between the companies is as follows:

DECLARES

That the companies belong to a group of companies according to the relationship of
“control” as defined in EC Regulation 139/2004 and, according to what it is included in
the Information Memorandum, constitute a single shipper,

That no other company belonging to the referred group of companies according to the
relationship of “control” as defined in EC Regulation 139/2004 is participating in the
process, and

That the information provided below on the shareholding relationship between the
companies is accurate.

Date: _____ Signature: _____

CONFIDENTIAL



Appendix V: TSOs Adhesion Agreement



TSOs ADHESION AGREEMENT

Enagás Transporte, S.A.U. whose registered office is located at Paseo de los Olmos 19 Madrid – Spain and with NIF A-86484334, represented for the purpose hereof by a duly authorised representative, (hereafter referred to as “Enagás”),

And

REN Gasodutos, S.A. whose registered office is located at E.N. 116- Vila de Rei, 2674-505 - BUCELAS and with (NIPC) 507 725 689, incorporated under Portuguese laws and recorded in the Conservatória do Registo Comercial de Lisboa – 3ª Secção, represented for the purpose hereof by a duly authorised representative, (hereafter referred to as “REN”),

EXPOSES:

1. According to the Spanish regulation, on the Spanish side, the Circular 2/2012, of 8 of June, issued by the CNE establishes the methodology for the coordinated allocation of interconnection capacity of natural gas between Spain and Portugal.
2. According to the Portuguese regulation, on the Portuguese side, the Diretiva N.º 11/2012 issued by ERSE and published in the Diário da República, 2ª Série N.º 131, of 9 of July of 2012, establishes the methodology of the coordinated allocation of interconnection capacity of natural gas between Spain and Portugal.
3. According to the Spanish regulation, on the Spanish side, the entities that are allowed to participate in the auctions to allocate capacity between Spain and Portugal are detailed in section 3 of the Circular 2/2012, of 8 of June, issued by the CNE for establishing the methodology for the coordinated allocation of interconnection capacity of natural gas between Spain and Portugal.
4. According to the Portuguese regulation, on the Portuguese side, the entities that are allowed to participate in the auctions to allocate capacity between Spain and Portugal are those who have a valid license to commercialise natural gas in Portugal..
5. The provider of capacity services on the Spanish side is Enagás and the provider of the capacity services in the Portuguese side is REN.
6. According to the Spanish regulation the auctions are governed by the rules and procedures approved by Resolution of the CNE of 28 of June of 2012, f “Resolución de la CNE por la que se aprueba el “Information Memorandum” y el Contrato Tipo para la asignación coordinada de la capacidad de interconexión de gas natural entre España Y Portugal, disponible en el periodo comprendido entre octubre de 2013 y septiembre de 2014”.

TSOs ADHESION AGREEMENT

7. According to the Portuguese regulation the auctions are governed by the rules and procedures approved by Diretiva N.º 11/2012 issued by ERSE and published in the Diário da República, 2ª Série N.º 131, of 9 of July of 2012, “Revisão do Mecanismo de Atribuição da Capacidade da RNTGN”, which endorses the document “Mecanismo de Atribuição da Capacidade da RNTGN”.
8. Enagás and REN have made publicly available the Information Memorandum which provides a detailed description of the Qualification Process for the auctions, and which also contains the rules and procedures of the auctions for the observance and compliance by those companies that have been qualified. The aforesaid Information Memorandum has been approved by Resolution of the CNE of 28 of June of 2012, and validated by ERSE through the document “Mecanismo de Atribuição da Capacidade da RNTGN”..

For this purpose, Enagás and REN adhere to the terms and conditions set forth in the Information Memorandum in accordance with the following

CLAUSE

SINGLE. ACCEPTANCE AND COMMITMENT

Through this Agreement Enagás and REN freely, irrevocable and unconditionally acknowledges and accepts all the provisions contained in the Information Memorandum approved by Resolution of the CNE of 28 of June of 2012, and validated by ERSE through the document “Mecanismo de Atribuição da Capacidade da RNTGN”. and agrees to comply with it and without reservations, restrictions or conditions.

In particular, and without prejudice to other obligations which, if any apply to Enagás and REN as provided in the Information Memorandum and regulations applicable in each of the two countries, Enagás and REN expressly undertake:

- a) To accept the results of the auctions, in terms prescribed in the Information Memorandum,
- b) To recognise and accept that the price and amount of capacities allocated in the bilateral contracts that will eventually be subscribed, shall be determined through the auction process.
- c) To send to the CNE and ERSE all information necessary for the exercise of their functions.



TSOs ADHESION AGREEMENT

On behalf of Enagás

On behalf of REN

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix VI: Enagás Standard Contract

**CONTRATO TIPO PARA EL ACCESO AL SISTEMA
DE TRANSPORTE Y DISTRIBUCIÓN
DE ENAGÁS, S.A.
CAM ESPAÑA-PORTUGAL**

Entre

Enagás, S.A.

y

En _____ a ____ de _____ de _____

REUNIDOS

De una parte, Enagás Transporte, S.A.U. (en adelante el "Transportista"), con domicilio social en Paseo de los Olmos nº 19, 28005, de Madrid y con CIF A-86484334, pendiente de inscripción en el Registro Mercantil de Madrid, representada en este acto por D. Fernando Impuesto Nogueras según consta en escritura otorgada ante el Notario de Madrid D. Pedro de la Herrán, con fecha xx de xx de 2013 y número de protocolo 1443

Y de otra parte, _____ (en adelante la "Contratante"), con domicilio social en _____ y con CIF _____, inscrita en el Registro Mercantil de _____, al Tomo _____, Folio ____ Hoja _____, representada en este acto por D. _____, en virtud de poder otorgado ante el Notario de _____ D. _____ con fecha de _____ y número de protocolo _____.

REUNIDOS

- I. Que el Transportista es titular de las instalaciones de las conexiones internacionales objeto del presente contrato.
- II. Que la Contratante, haciendo uso del derecho de acceso a las instalaciones del sistema gasista que le confiere la Ley 34/1998, de 7 de octubre, del Sector de Hidrocarburos y el Real Decreto 949/2001, de 3 de agosto, por el que se regula el acceso de terceros a las instalaciones gasistas y se establece un sistema económico integrado del sector de gas natural, y el Real Decreto 1434/2002, de 27 de diciembre, que regula las actividades de transporte, distribución, comercialización, suministro y procedimientos de autorización de instalaciones de gas natural, está interesada en recibir del Transportista la prestación de determinados servicios.

- III. Que las Partes desean recoger en un único documento los términos y condiciones que regirán la contratación del acceso al Sistema de Transporte y Distribución tras el procedimiento de asignación de capacidad según se recoge en el documento "Information Memorandum" aprobado por Resolución de la Comisión Nacional de Energía el xx de xx de 2013, que contiene la descripción del proceso "*Procedures for the annual auction of yearly and quarterly cross-border capacity products between Portugal and Spain.*"
- IV. Que tanto el Transportista como la Contratante, quien ostenta la condición de (*Comercializador registrado*), están en posesión de las autorizaciones administrativas correspondientes y demás requisitos legales pertinentes para el ejercicio de sus respectivas actividades.
- V. Que con la suscripción del presente Contrato, y sus anexos, la Contratante accede a las instalaciones de transporte y distribución necesarias para el transporte y la distribución del gas natural desde/hacia el Punto de Interconexión Virtual hasta los puntos de salida del Sistema de transporte y distribución o hasta el Almacenamiento Operativo Comercial (A.O.C).
- VI. Que las Partes someten el presente documento a todas las disposiciones de la legislación vigente que regulen el acceso de terceros a las instalaciones gasistas, y en particular a las Normas de Gestión Técnica del Sistema, los Protocolos de Detalle, así como a todas aquellas disposiciones que regulen en un futuro el objeto de este Contrato y sus anexos.
- VII. Que la asignación de la capacidad se ha realizado conforme a la Circular XX/2012, de X de junio, de la Comisión Nacional de Energía, por la que se establece la metodología para la asignación coordinada de capacidad de interconexión de gas natural entre España y Portugal, y el documento "Information Memorandum" aprobado por Resolución de la Comisión Nacional de Energía de XX de junio de 2013, por la que XXXX, que contiene la descripción del proceso "*Procedures for the annual auction of yearly and quarterly cross-border capacity products between Portugal and Spain*"

En consideración a las manifestaciones que anteceden, ambas Partes reconociéndose mutuamente la necesaria capacidad, convienen en otorgar y suscribir el presente CONTRATO, llevándolo a efecto en los términos y condiciones recogidos en las siguientes:

CLÁUSULAS

1. DEFINICIONES E INTERPRETACION

Los términos empleados en el presente Contrato y que no aparecen expresamente definidos en el mismo, tendrán el significado y deberán interpretarse conforme a las Normas de Gestión Técnica del Sistema y sus Protocolos de Detalle y demás normativa aplicable vigente en cada momento y, en su defecto, según su significado ordinario.

A efectos de este Contrato y sus anexos se considera como:

“Punto de entrada”:

- La brida o punto de conexión de un gasoducto de transporte con una planta de regasificación o un gasoducto internacional.
- El Almacenamiento Operativo Comercial (A.O.C.).

“Punto de salida”:

- Los puntos en los que se produce la entrega del gas al consumidor final.
- Los puntos de conexión de las líneas directas con las redes de transporte y distribución.
- Los puntos de conexión con un gasoducto internacional.
- Almacenamiento Operativo Comercial (A.O.C.).

“Punto de Interconexión Virtual”: (V.I.P)

- Agrupación de los puntos de interconexión física entre España y Portugal entre redes de transporte adyacentes, Tuy-Valença do Minho y Badajoz-Campo Maior, en un único punto comercial según se recoge en el documento “Information Memorandum”.

2. OBJETO

El objeto del presente Contrato y sus anexos, es la contratación de una determinada capacidad de transporte y distribución entrada/salida de gas natural y la determinación de las condiciones de acceso de la Contratante al Sistema de Transporte y Distribución, así como de la prestación, por parte del Transportista a la Contratante, de los servicios consistentes en la aceptación y entrega del gas natural en el Punto de Interconexión Virtual, establecida en los anexos al Contrato, y a cambio de la contraprestación económica establecida.

Es de aplicación al presente Contrato y a sus anexos el documento "*Information Memorandum*" aprobado por Resolución de la Comisión Nacional de Energía del XX de xxx de 2013, por la que xxxxx, que contiene la descripción del proceso "*Procedures for the annual auction of yearly and quarterly cross-border capacity products between Portugal and Spain*"

3. ENTRADA EN VIGOR Y DURACIÓN

El presente Contrato y sus anexos entrarán en vigor el día de su firma.

En los anexos se deberá expresar:

- a) La fecha de inicio de prestación de los servicios
- b) La fecha de finalización de los servicios
- c) La duración del servicio
- d) Naturaleza de la capacidad
- e) Dirección del flujo (punto de entrada-salida)
- f) Capacidad contratada tras la asignación

4. EFICACIA DEL CONTRATO

4.1 El presente Contrato y sus anexos surtirán efecto entre las Partes desde su entrada en vigor, y recogen un compromiso firme y plenamente vinculante para ambas.

4.2 En el supuesto de que en el futuro se modifique legal o reglamentariamente el régimen de acceso y uso de las instalaciones gasistas, las Partes se comprometen, de buena fe, a adaptar el

presente Contrato a la nueva legislación vigente, respetando en todo caso el equilibrio de obligaciones y derechos recíprocos establecidos en el mismo.

- 4.3** El presente Contrato y sus anexos recogen la totalidad de los compromisos asumidos por las Partes, gozando los citados anexos de la misma fuerza vinculante que el texto del presente Contrato, del que forman parte inseparable, prevaleciendo no obstante el texto del presente Contrato sobre el contenido de los anexos en casos de dudas de interpretación.
- 4.4** Cualquier modificación de los términos y condiciones del presente Contrato y sus anexos deberá ser suscrita por las Partes, de mutuo acuerdo, mediante escrito incorporado al mismo.

5. CONDICIONES DE LA PRESTACIÓN DE LOS SERVICIOS

Las condiciones aplicables a la prestación de los servicios objeto del presente Contrato serán las siguientes:

5.1 Punto de entrada/salida

Serán los indicados en los Anexos

5.2 Capacidad contratada

La capacidad contratada o caudal máximo diario contratado por el usuario con el Transportista (Q_c), expresada en kWh/día (PCS), será la indicada en la cláusula segunda de los anexos del presente Contrato.

5.3 Incorporación de Puntos de entrada/salida

Previamente al inicio de la prestación del servicio, la Contratante podrá solicitar, conforme a la normativa vigente, la inclusión de los puntos de entrada o salida del Sistema de Transporte y Distribución a asociar al Contrato. En caso de que la Contratante no lo solicite, se mantendrá como punto de entrada o salida el Almacenamiento Operativo Comercial (AOC).

5.4 Comunicaciones

El Transportista comunicará a la Contratante y al Gestor Técnico del Sistema, la capacidad asignada a la Contratante.

5.5 Calidad del gas

El gas natural entregado por la Contratante en el punto de entrada/salida del sistema de transporte y distribución deberá cumplir con las especificaciones de calidad establecidas en la legislación vigente y, en particular, en las Normas de Gestión Técnica del Sistema y en sus Protocolos de Detalle.

5.6 Nominaciones

Las nominaciones se ajustarán al régimen establecido en las Normas de Gestión Técnica del Sistema y en sus Protocolos de Detalle. El Transportista no estará obligado a aceptar nominaciones que excedan de la capacidad de entrada/salida contratada, teniendo en cuenta, en su caso, las correspondientes flexibilidades establecidas en la normativa aplicable. Cualquier solicitud de la Contratante que supere estos límites podrá ser rechazada, en cuanto al exceso, por el Transportista, si bien éste empleará sus mejores esfuerzos para atenderla, siempre que exista capacidad suficiente y no se comprometa con ello la seguridad y la operativa del sistema gasista.

Cualquier nominación que suponga la reducción de existencias por debajo de las mínimas operativas, podrá ser rechazada, en cuanto al exceso, por el Transportista.

5.7 Autoconsumos y mermas

De la totalidad del gas natural de la Contratante se descontará, en el momento en que el gas natural sea introducido en el Punto de Entrada, el porcentaje correspondiente a las mermas y autoconsumos por operaciones inherentes a la utilización de los gasoductos de transporte, por los conceptos y cuantías establecidos en la normativa vigente. Cuando los porcentajes establecidos por la normativa correspondiente se modifiquen, los nuevos porcentajes se aplicarán desde la fecha de entrada en vigor de la normativa que prevea dicha modificación.

5.8 Capacidad de almacenamiento operativo

La Contratante tendrá derecho a disfrutar, sin cargo adicional alguno, de una capacidad de almacenamiento operativo de gas natural en el sistema

de transporte y distribución, en los términos y cuantías que establezca en cada momento la normativa de acceso a las instalaciones gasistas.

5.9 Existencias mínimas operativas

El nivel mínimo operativo de llenado de los gasoductos será mantenido por la parte que tenga la obligación de acuerdo con lo establecido en la normativa vigente.

6. OBLIGACIONES Y RESPONSABILIDADES DE LAS PARTES

- 6.1** Cada una de las Partes responderá frente a la otra en caso de incumplimiento de las obligaciones y servicios asumidos en el presente Contrato, de conformidad con lo dispuesto en el mismo y sus Anexos, así como en la legislación vigente.
- 6.2** No obstante lo anterior, y de conformidad con la Cláusula 12, no existirá responsabilidad de ninguna de las Partes en caso de incumplimiento debido a causas de Fuerza Mayor o Caso Fortuito.
- 6.3** De conformidad con la legislación vigente, el Transportista, realizará los servicios contratados en las cantidades y condiciones acordadas y bajo las directrices del Gestor Técnico del Sistema, posibilitando que la Contratante reciba el gas en las condiciones de regularidad y calidad establecidas en el presente Contrato y sus anexos.
- 6.4** El Transportista asumirá frente a la Contratante el riesgo de daño o pérdida del gas recibido en el Punto de Entrada hasta el Punto de Salida de sus instalaciones. La Contratante no será responsable de daño o pérdida de gas una vez introducido en el Sistema de Transporte y Distribución, salvo que dicho daño o pérdida sea imputable a la Contratante.
- 6.5** Cada una de las Partes, en cuanto a sus respectivos ámbitos, será responsable exclusiva, frente a la otra y frente a terceros, de la obtención y mantenimiento de cuantas licencias, permisos y autorizaciones sean necesarios para el desarrollo de sus actividades en el presente Contrato.
- 6.6** Cada una de las Partes suscribirá y mantendrá actualizadas las correspondientes pólizas de seguros con objeto de cubrir los riesgos

que para personas o bienes puedan derivarse del ejercicio de sus respectivas actividades.

- 6.7** Los titulares de instalaciones deberán remitir copia de los contratos de acceso suscritos a la Dirección General de Política Energética y Minas del Ministerio de Industria, Energía y Turismo, o el organismo que en cada momento lo sustituya, y a la Comisión Nacional de Energía.

7. EXPLOTACIÓN DEL SISTEMA

- 7.1** El Transportista será responsable de la gestión y operación de sus instalaciones, así como de su mantenimiento en las adecuadas condiciones de conservación, seguridad e idoneidad técnica, en coordinación con otros titulares de instalaciones gasistas y el Gestor Técnico del Sistema, todo ello de acuerdo con lo establecido en la legislación vigente.
- 7.2** La Contratante comunicará sus programas de consumo y cualquier incidencia sobre el mismo en el tiempo y forma establecidos por la normativa vigente.
- 7.3** El Transportista facilitará a la Contratante toda la información sobre el sistema que sea precisa y en particular, con la debida antelación, los planes de mantenimiento de sus instalaciones que puedan afectar a la Contratante.

8. MEDICIÓN Y LECTURA

- 8.1** La medición de las cantidades entregadas se llevará a efecto mediante las unidades de medida situadas en los mismos, de acuerdo con los procedimientos recogidos en las Normas de Gestión Técnica del Sistema así como en sus Protocolos de Detalle, y los Manuales de Gestión de las Conexiones Internacionales que incluirán las bases para realizar los controles necesarios sobre el funcionamiento de las unidades de medida, su periodicidad y las medidas a adoptar en caso de fallo o error en los mismos.

El Transportista está obligado a efectuar el control de calidad del gas en el Punto de entrada de gas. Por su parte, la Contratante es

responsable de que el gas natural, antes de su llegada a los puntos de entrada, sea sometido a las mediciones de calidad necesarias para asegurar que cumple con las especificaciones establecidas en la normativa vigente.

8.2 El Transportista es el responsable de que los sistemas de medición de su propiedad mantengan la precisión que sea exigida por las Normas de Gestión Técnica del Sistema y sus Protocolos de Detalle.

8.3 El Transportista y la Contratante tendrán acceso a los equipos de medida instalados en los puntos de salida y a las señales de aquéllos, para la lectura de los consumos o la verificación de los equipos de medida, independientemente de su titularidad.

Si como consecuencia de una verificación de los equipos de medida se apreciase mal funcionamiento, avería o fraude, y fuese necesaria la regularización de las cantidades asignadas, ésta se llevaría a cabo conforme a lo indicado en la legislación vigente.

8.4 El Transportista es el responsable de la lectura y estimación de consumos de todos los contadores conectados a sus instalaciones en los puntos de salida.

8.5 Las lecturas, reales o estimadas, se realizarán en los plazos establecidos en la legislación vigente y estarán disponibles para la Contratante en el menor plazo posible. En el caso de consumidores con telemedida, su lectura estará disponible diariamente.

8.6 El Transportista comunicará los datos de lecturas a los Transportistas o Distribuidores a los que se encuentren conectados, y al Gestor Técnico del Sistema.

9 ASIGNACIÓN Y BALANCE DE GAS

El Balance de gas natural se realizará diariamente en función de las cantidades de gas medidas o estimadas hasta las veinticuatro (24) horas del día en curso, en los puntos de entrada/salida, conforme a las Normas de Gestión Técnica del Sistema y sus Protocolos de Detalle, y a lo establecido en los Manuales de Gestión de las Conexiones Internacionales.

10 PEAJES Y CANONES

10.1 La contraprestación económica a satisfacer por la Contratante al Transportista por los servicios objeto del presente Contrato, será la que tomando como base los peajes y cánones vigentes, resulte de la fórmula de precios calculada según se establece en el "Information Memorandum", aprobado por Resolución de la Comisión Nacional de Energía de XX de xxx de 2013, por la que XXXX,...

La aplicación de peajes y cánones por debajo de los valores máximos vigentes será transparente, objetiva y no discriminatoria para contratos similares en volumen y duración, teniendo la adecuada difusión entre los usuarios, y deberá ser comunicada a la Comisión Nacional de Energía en el momento en que se produzca.

10.2 En el caso de que los servicios recogidos en este Contrato y sus anexos dejen de estar sometidos a peajes o cánones máximos regulados, las Partes acordarán de buena fe, en un plazo máximo de dos meses, la contraprestación económica correspondiente a dichos servicios sobre la base de los principios de transparencia, no discriminación y de retribución razonable. En tanto las Partes acuerdan dicha contraprestación, que tendrá efectos retroactivos a la fecha de derogación del régimen anterior, se seguirán aplicando los últimos peajes o precios regulados vigentes.

10.3 Igualmente, si alguno de los servicios no sometidos a peajes o cánones máximos regulados que preste el Transportista al amparo del presente Contrato pasara a integrarse en dicho régimen regulado, el Transportista no podrá percibir, por su prestación, y a partir del momento en que se establezcan tales precios máximos, un importe superior al que resulte de la aplicación de éstos.

11 FACTURACIÓN Y PAGO

11.1 El Transportista, dentro de los diez (10) primeros días naturales de cada mes, facturará a la Contratante el importe de los servicios prestados correspondientes al mes natural inmediato anterior.

11.2 Las facturas emitidas por el Transportista serán satisfechas por la Contratante dentro del plazo de quince (15) días naturales desde la fecha de emisión de la factura por el Transportista.

11.3 En caso de discrepancia con los conceptos o cuantías facilitados por el Transportista en su factura, la Contratante deberá comunicar por escrito al Transportista los motivos que justifiquen dicha discrepancia, cuantificando la repercusión de cada uno de ellos y abonando al Transportista la parte de contraprestación no discutida dentro del plazo al que viene obligado a ello conforme a lo dispuesto en el párrafo anterior.

11.4 Recibido el escrito de la Contratante, el Transportista contestará también por escrito a la discrepancia dentro de los quince (15) días naturales siguientes. Las Partes, en un plazo de diez (10) días naturales desde la fecha de recepción por la Contratante del escrito de contestación del Transportista, intentarán, de buena fe, alcanzar un acuerdo.

En el caso de que las Partes no alcanzasen dicho acuerdo, la discrepancia podrá someterse, por cualquiera de ellas, al arbitraje previsto en la Cláusula 22. En el caso de que en la decisión arbitral se condenara al pago o a la devolución de cualquier cantidad a cualquiera de las Partes, la resolución que se dicte incluirá, en su caso, el abono de los intereses que correspondan, calculados desde la fecha en la que debió haberse hecho efectivo el pago o, en su caso, desde la fecha en la que se hizo el pago indebido.

12 FUERZA MAYOR Y CASO FORTUITO

12.1 Ninguna de las Partes será responsable frente a la otra del incumplimiento de sus obligaciones contractuales, si éste viniera originado por causa de Fuerza Mayor o Caso Fortuito, conforme a lo dispuesto en el artículo 1.105 del Código Civil.

12.2 La Parte afectada por una situación de Fuerza Mayor o Caso Fortuito, deberá comunicarlo por escrito a la otra Parte tan pronto como sea posible, indicando el suceso causante de la situación de Fuerza Mayor o Caso Fortuito, su naturaleza, las circunstancias en que se ha producido, el tiempo que se prevé pueda prolongarse dicha situación, y las medidas que piensa adoptar para reducir, si fuera posible, los efectos del suceso sobre las obligaciones del presente Contrato.

12.3 Cada una de las Partes acuerda emplear sus mejores esfuerzos (siempre que estén a su alcance) para evitar o mitigar los efectos de una situación de Fuerza Mayor o Caso Fortuito, así como para asegurar la continuación normal del presente Contrato.

12.4 Si una situación de Fuerza Mayor o Caso Fortuito que afecta a la totalidad de las obligaciones de una de las Partes en relación con el presente Contrato, o a una parte sustancial de tales obligaciones, se prolonga ininterrumpidamente en el tiempo por más de seis meses, la Parte no afectada por dicha situación de Fuerza Mayor o Caso Fortuito podrá, con un preaviso de treinta (30) días naturales, instar la resolución del presente Contrato. La resolución, en su caso, no eximirá a las Partes del cumplimiento de las obligaciones surgidas con anterioridad a la situación de Fuerza Mayor o Caso Fortuito.

13 EXTINCIÓN DEL CONTRATO

13.1 El Contrato terminará por la finalización del plazo de duración previsto en la Cláusula 3.

13.2 Asimismo, el Contrato podrá resolverse por las siguientes causas:

- a) Mutuo acuerdo de las Partes.
- b) A opción del Transportista, en caso de falta de pago, total o parcial, por la Contratante, en los términos previstos en la Cláusula 11 anterior, siempre y cuando hayan transcurridos dos meses desde que el Transportista hubiera requerido fehacientemente de pago a la Contratante, sin que el mismo se hubiera hecho efectivo.
- c) A opción de cualquiera de las Partes, en caso de incumplimiento grave o reiterado por la otra Parte de las obligaciones asumidas en virtud del Contrato y sus anexos. En tal caso, y previamente al ejercicio de la facultad de resolución, la Parte afectada por el incumplimiento deberá requerir a la Parte incumplidora para que ponga fin al mismo, otorgándole un plazo no superior a 10 días. Transcurrido dicho plazo sin que la Parte incumplidora hubiera remediado la situación de incumplimiento, o al menos, iniciado las actuaciones necesarias para ello en caso de que la solución

total requiera un plazo superior, la otra Parte podrá resolver el Contrato.

- d) Por las causas de resolución establecidas en la legislación vigente.
- e) En los demás casos previstos en este Contrato.

13.3 Salvo los efectos que pudieran derivarse, en su caso, de una causa de Fuerza Mayor o Caso Fortuito, la falta de disponibilidad de gas natural por parte de la Contratante no podrá ser invocada por ésta como causa de suspensión o de resolución anticipada total o parcial del Contrato, ni como causa para retrasar la fecha de efectividad de los servicios establecida en el Contrato y sus Anexos, salvo pacto en contrario.

13.4 En caso de resolución anticipada y dejando a salvo el mutuo acuerdo y los supuesto de Fuerza Mayor y Caso Fortuito, que se regularán por lo establecido en la Cláusula 12 del presente Contrato, las Partes quedan obligadas a responder de la totalidad de las obligaciones nacidas del Contrato y sus anexos y, asimismo, a la indemnización de los daños y perjuicios derivados de la resolución.

14 SUSPENSIÓN DEL SERVICIO

14.1 La falta injustificada del pago por la Contratante de las cantidades adeudadas según la factura emitida por el Transportista, facultará al Transportista para suspender total o parcialmente los servicios, transcurridos dos meses desde que el Transportista como titular de las instalaciones hubiera requerido fehacientemente el pago a la Contratante, sin que el mismo se hubiera hecho efectivo, de conformidad con el Art. 7.1.d) del Real Decreto 949/2001, de 3 de agosto.

14.2 Realizado voluntariamente el pago de las cantidades indebidamente dejadas de satisfacer por la Contratante con los intereses que correspondan, así como las cantidades fijas que se hubieran devengado durante el periodo de suspensión, el Transportista reanudará inmediatamente la prestación de los servicios contratados.

15 PRINCIPIO DE NO DISCRIMINACIÓN

El Transportista, en relación con el presente Contrato, se compromete a no aplicar a la parte Contratante condiciones discriminatorias y/o menos favorables que aquellas que se apliquen a otros contratantes que hayan celebrado con el Transportista contratos de la misma naturaleza, en condiciones equivalentes de tipo de peaje y duración.

16 CÓMPUTO DE PLAZOS

El cómputo de los plazos se efectuará de la forma siguiente:

- a) En los señalados por días, a contar desde uno determinado, quedará éste excluido del cómputo, el cual empezará en el día siguiente.
- b) Si los plazos estuvieran fijados por meses o años, se computarán de fecha a fecha. Si en el mes de vencimiento no hubiera día equivalente al inicial del cómputo, se entenderá que el plazo expira el último del mes.

En el cómputo del plazo se incluirán los días inhábiles.

17 CONFIDENCIALIDAD

Ambas Partes garantizarán el secreto de la información de carácter confidencial que haya sido puesta a su disposición. Dicha información no podrá revelarse por ninguna de las Partes a terceros sin el previo consentimiento escrito de la otra Parte, durante un plazo de cuatro años desde la extinción del Contrato. Lo anterior se entiende sin perjuicio de lo establecido en la normativa vigente respecto de la remisión de la información que deba ser suministrada a autoridades administrativas y judiciales de España y Portugal, así como a los operadores del sistema.

18 INVALIDEZ

18.1 Cuando por disposición judicial o de cualquier otra naturaleza, alguna de las cláusulas del presente Contrato resultase inválida o ineficaz,

total o parcialmente, tal ineficacia o invalidez no se extenderá al resto de las cláusulas aquí previstas, las cuales se mantendrán en vigor y podrán ser ejercitadas ante cualquier jurisdicción.

18.2 Las Partes acuerdan negociar de buena fe la sustitución de cualquier cláusula que deviniese inválida o ineficaz por otra válida, de efecto lo más similar posible, en el plazo más breve posible y, en todo caso, dentro de los dos (2) meses desde que una Parte se dirija a la otra.

19 BUENA FE

Las Partes se comprometen a actuar en todo momento, durante la vigencia del presente Contrato y en cuanto se refiera a su desarrollo, interpretación, ejecución y resolución bajo el principio de buena fe, realizando cuanto de ellas razonablemente dependa para permitir el buen fin de este Contrato y la defensa de sus respectivos intereses.

20 MODIFICACIÓN DE CIRCUNSTANCIAS

Caso de que tenga lugar una alteración extraordinaria de las circunstancias en el momento de cumplir el Contrato en relación con las concurrentes al tiempo de su celebración, que conlleve una desproporción exorbitante entre las prestaciones de las Partes contratantes que rompa el equilibrio entre dichas prestaciones, y que todo ello acontezca por la sobreviniencia de circunstancias radicalmente imprevisibles, cualquiera de las Partes podrá exigir la aplicación de la regla *rebus sic stantibus* de forma que el Contrato se adapte a las nuevas circunstancias.

El procedimiento de revisión por cambio de circunstancias se abrirá mediante comunicación de la Parte solicitante a la otra, con exposición de los motivos que justifiquen su petición. Ambas Partes se comprometen a negociar con diligencia y buena fe, durante el plazo de dos meses a contar desde la comunicación que abra el procedimiento. Transcurrido dicho plazo sin acuerdo, la Parte solicitante podrá acudir al procedimiento de resolución de conflictos previsto en la Cláusula 22 de este Contrato.

21 LEY APLICABLE

El presente Contrato se regirá e interpretará, en su totalidad, de conformidad con la legislación española.

22 RESOLUCIÓN DE CONTROVERSIAS

22.1 Las diferencias que puedan surgir entre las Partes en cuanto a la ejecución, interpretación o extinción del presente Contrato, incluyendo a sus anexos, serán sometidas a arbitraje de conformidad con lo dispuesto en la Ley 60/2003, de 23 de diciembre, de Arbitraje, constituyendo esta cláusula el convenio arbitral a efectos de lo dispuesto en los artículos 9 y siguientes de la mencionada Ley.

22.2 El arbitraje será de Derecho.

22.3 El idioma en que se desarrollará el arbitraje será el español.

22.4 El arbitraje será administrado por la Comisión Nacional de Energía y se desarrollará en el ámbito de lo establecido en la Sección Segunda del Capítulo II del Real Decreto 1339/1999, de 31 de julio, por el que se aprueba el Reglamento de la Comisión Nacional de Energía, y al amparo de la Disposición Adicional Undécima, Tercero, 1, Novena, de la Ley 34/1998, de 7 de octubre, del Sector de Hidrocarburos.

22.5 El arbitraje se desarrollará en la ciudad en la que tenga su sede la Comisión Nacional de Energía.

22.6 El laudo arbitral deberá dictarse dentro de los tres meses siguientes a la fecha de la formulación de las conclusiones o de la celebración de la vista oral a que se refiere el artículo 11 del Real Decreto 1339/1999, de 31 de julio, por el que se aprueba el Reglamento de la Comisión Nacional de Energía, o de expiración del plazo para presentar las indicadas conclusiones.

El laudo será motivado y tendrá carácter definitivo y obligatorio para las Partes. Ambas Partes se comprometen a aceptar y cumplir íntegramente el contenido del laudo que en su día se pudiere dictar.

22.7 En todo lo no previsto en la presente cláusula será de aplicación lo establecido en el Real Decreto 1339/1999 de 31 de julio, por el que se aprueba el Reglamento de la Comisión Nacional de Energía, y con

carácter supletorio lo dispuesto en la Ley 60/2003, de 23 de diciembre, de Arbitraje.

22.8 Para el caso de formalización judicial del arbitraje y para cualquier otra incidencia derivada del mismo, que requiera la intervención judicial, las Partes acuerdan someterse a la jurisdicción de los Juzgados y Tribunales de Madrid capital.

23. COMUNICACIONES

Excepto a los efectos operativos del Contrato, que serán notificados de conformidad con las Normas de Gestión Técnica del Sistema y sus Protocolos de Detalle, todas las demás comunicaciones entre las Partes relativas al presente Contrato, se realizarán bien por correo, fax o correo electrónico enviado a las siguientes personas:

EL TRANSPORTISTA

Att _____

Dirección: _____

Fax: _____

Correo electrónico: _____

LA CONTRATANTE

Att: _____

Dirección: _____

Fax: _____

Correo electrónico: _____

Se considerarán debidamente entregadas y recibidas las comunicaciones efectuadas por carta con acuse de recibo, y las efectuadas por fax o correo electrónico cuando pueda acreditarse por cualquier medio su recepción.

Los cambios de estas direcciones o personas a las que se han de dirigir las comunicaciones deberán ser notificados a la otra Parte por escrito con una antelación mínima de diez (10) días hábiles en la forma prevista en el Contrato.

24. CESIÓN

La cesión total o parcial del Contrato y sus anexos, o la subrogación de un tercero en la posición jurídica de alguna de las Partes, requiere el consentimiento expreso y previo de la otra, salvo que la cesión venga expresamente contemplada por la normativa de acceso a las instalaciones gasistas, o tenga lugar como consecuencia de la aplicación de la normativa sectorial eléctrica o gasista en materia de separación jurídica de actividades.

La capacidad adjudicada en el proceso de la subasta a un mismo usuario por la misma cantidad y duración a ambos lados de la frontera, podrá ser cedida a otro sólo si la operación de cesión de capacidad se realiza de forma coordinada en ambos lados de la interconexión.

La notificación del cambio de titularidad al Transportista se realizará mediante la utilización del Bulletin Board del Mercado Secundario de Capacidad, herramienta que, de acuerdo con lo indicado en el Reglamento 715/2009, del Parlamento Europeo y del Consejo, de 13 de julio de 2009, sobre las condiciones de acceso a las redes de transporte de gas natural, facilita la realización de intercambios de capacidad en las instalaciones. El Transportista actuará como administrador permitiendo la comunicación entre los usuarios para la realización de los intercambios de capacidad.

Finalmente las Partes acuerdan que cualquier modificación de los términos del presente Contrato deberá ser suscrita por las Partes, de mutuo acuerdo, mediante escrito incorporado al mismo.

El presente Contrato surtirá efecto entre las Partes desde el momento de su firma, y recoge un compromiso firme y plenamente vinculante para las mismas.

Y para que conste, en prueba de conformidad, las Partes firman el Contrato por duplicado y a un solo efecto, en el lugar y fecha arriba indicados.

Contrato Tipo para la contratación de Acceso al Sistema de Transporte y Distribución de
Enagás, S.A. CAM España-Portugal
- NOMBRE COMERCIALIZADORA-

CONTRATANTE

EL TRANSPORTISTA

**ANEXO PUNTO DE ENTRADA AL CONTRATO TIPO PARA EL ACCESO
AL SISTEMA DE TRANSPORTE Y DISTRIBUCIÓN DE ENAGAS
TRANSPORTE, S.A.U.
CAM ESPAÑA-PORTUGAL**

En Madrid a, X de XXXXX de 2013

Código del Anexo 030000XXXX

De una parte _____ (en adelante la "Contratante"), con domicilio social en _____, y con C.I.F. número _____, representada en este acto por _____, según acredita mediante escritura otorgada ante el Notario de Madrid, _____, en fecha xx de xxxxxxxx de 20xx con el número xxxx de su protocolo.

Y de otra parte, Enagás Transporte, S.A.U. (en adelante el "Transportista"), con domicilio social en Paseo de los Olmos nº 19, 28005, de Madrid y con CIF A-86484334, pendiente de inscripción en el Registro Mercantil de Madrid, representada en este acto por D. Fernando Impuesto Nogueras según consta en escritura otorgada ante el Notario de Madrid D. Pedro de la Herrán, con fecha xx de xx de 2013 y número de protocolo 1443.

EXPONEN

Que, en fecha xx de xxxxxx de 20xx las Partes firmaron el Contrato Tipo para el Acceso al Sistema de Transporte y Distribución de Enagas Transporte, S.A.U. CAM España-Portugal. (En adelante Contrato Tipo).

Que la Contratante ha remitido petición formal de reserva de capacidad al Transportista para participar en el procedimiento de asignación de capacidad de fecha xx de xxxxxxxxx de 20xx, y que tras la subasta se le han asignado _____ kWh/día, a partir del xx de xxxxx de 20xx, en punto de entrada VIP.

Que las Partes, se reconocen mutuamente la capacidad necesaria para suscribir el presente Anexo, que se regirá por las siguientes

CLÁUSULAS

PRIMERA: Las Partes someten el presente Anexo a los términos y condiciones establecidos en el Contrato Tipo, que es parte integrante e inseparable del mismo y con carácter vinculante.

SEGUNDA: Datos del Servicio

Fecha de inicio de los servicios	Fecha de fin de los servicios	Duración	Tipo de Capacidad
X de XXX de 2013	X de XXX de 201X	X mes	Firme

Punto de entrada por C.I. España-Portugal	Capacidad contratada Qc (KWh/día)	Puntos de salida
VIP	XXXXXXXXXX	(*)

(*) En caso de no definir el punto de salida, éste será el Almacenamiento Operativo Comercial (AOC)

TERCERA: Otras consideraciones

Y para que conste, en prueba de conformidad, las Partes firman el presente documento por duplicado y a un solo efecto, en el lugar y fecha arriba indicados

Comercializadora

ENAGÁS TRANSPORTE, S.A.U.

**ANEXO PUNTO DE SALIDA AL CONTRATO TIPO PARA EL ACCESO AL
SISTEMA DE TRANSPORTE Y DISTRIBUCIÓN DE ENAGAS
TRANSPORTE, S.A.U.
CAM ESPAÑA-PORTUGAL**

En Madrid a, X de XXXXX de 2013

Código del Anexo 030000XXXX

De una parte _____ (en adelante la "Contratante"), con domicilio social en _____, y con C.I.F. número _____, representada en este acto por _____, según acredita mediante escritura otorgada ante el Notario de Madrid, _____, en fecha xx de xxxxxxxx de 20xx con el número xxxx de su protocolo.

Y de otra parte, Enagás Transporte, S.A.U. (en adelante el "Transportista"), con domicilio social en Paseo de los Olmos nº 19, 28005, de Madrid y con CIF A-86484334, pendiente de inscripción en el Registro Mercantil de Madrid, representada en este acto por D. Fernando Impuesto Nogueras según consta en escritura otorgada ante el Notario de Madrid D. Pedro de la Herrán, con fecha xx de xx de 2013 y número de protocolo 1443.

EXPONEN

Que, en fecha xx de xxxxxx de 20xx las Partes firmaron el Contrato Tipo para el Acceso al Sistema de Transporte y Distribución de Enagas, S.A. CAM España-Portugal. (En adelante Contrato Tipo).

Que la Contratante ha remitido petición formal de reserva de capacidad al Transportista para participar en el procedimiento de asignación de capacidad de fecha xx de xxxxxxxx de 20xx, y que tras la subasta se le han asignado _____ kWh/día, a partir del xx de xxxxx de 20xx, en punto de salida VIP.

Que las Partes, se reconocen mutuamente la capacidad necesaria para suscribir el presente Anexo, que se regirá por las siguientes

CLÁUSULAS

PRIMERA: Las Partes someten el presente Anexo a los términos y condiciones establecidos en el Contrato Tipo, del que es parte integrante e inseparable y con carácter vinculante.

SEGUNDA: Datos del Servicio

Fecha de inicio de los servicios	Fecha de fin de los servicios	Duración	Tipo de Capacidad
X de XXX de 2013	X de XXX de 201X	X mes	Firme

Punto de salida por C.I. España-Portugal	Capacidad contratada Qc (KWh/día)	Puntos de entrada
VIP	XXXXXXXXXX	(*)

(*) En caso de no definir el punto de entrada, éste será el Almacenamiento Operativo Comercial (AOC)

TERCERA: Otras consideraciones

Y para que conste, en prueba de conformidad, las Partes firman el presente documento por duplicado y a un solo efecto, en el lugar y fecha arriba indicados

Comercializadora

ENAGÁS TRANSPORTE, S.A.U.

**ANEXO PUNTO DE SALIDA INTERRUMPIBLE AL CONTRATO TIPO
PARA EL ACCESO AL SISTEMA DE TRANSPORTE Y DISTRIBUCIÓN DE
ENAGAS TRANSPORTE, S.A.U.
CAM ESPAÑA-PORTUGAL**

En Madrid a, ____ de _____ de 2013

Código del Contrato 030000XXXX
Código del Acuerdo XXXXXXXX

De una parte, _____ (en adelante la "Contratante"), con domicilio social en _____ y con CIF _____, inscrita en el Registro Mercantil de _____, al Tomo _____, Folio ____ Hoja ____ representada en este acto por _____, en virtud de poder otorgado ante el Notario de _____ D. _____ con fecha de ____ y número de protocolo _____.

De otra parte, Enagás Transporte, S.A.U. (en adelante el "Transportista"), con domicilio social en Paseo de los Olmos nº 19, 28005, de Madrid y con CIF A-86484334, pendiente de inscripción en el Registro Mercantil de Madrid, representada en este acto por D. Fernando Impuesto Nogueras según consta en escritura otorgada ante el Notario de Madrid D. Pedro de la Herrán, con fecha xx de xx de 2013 y número de protocolo 1443.

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Que la Contratante ha remitido petición formal de reserva de capacidad al Transportista para participar en el procedimiento de asignación de capacidad de fecha xx de xxxxxxxx de 20xx, y que tras la subasta se le han asignado _____ kWh/día, a partir del xx de xxxxx de 20xx, en punto de salida VIP.

Que las Partes, se reconocen mutuamente la capacidad necesaria para suscribir el presente Anexo, que se regirá por las siguientes

CLÁUSULAS

PRIMERA: Las Partes someten el presente Anexo a los términos y condiciones establecidos en el Contrato Tipo, del que es parte integrante e inseparable y con carácter vinculante.

SEGUNDA: Datos del Servicio

Fecha de inicio de los servicios	Fecha de fin de los servicios	Duración	Tipo de Contrato
			Interrumpible

Punto de salida por la C.I. España-Portugal	Capacidad contratada Qc (KWh/día)	Puntos de entrada
VIP		(*)

(*) En caso de no definir el punto de entrada, éste será el Almacenamiento Operativo Comercial (AOC)

TERCERA: Otras consideraciones

El servicio de exportación a Portugal se podrá interrumpir si se cumplen las condiciones incluidas a tal efecto en el Information Memorandum

Y para que conste, en prueba de conformidad, las Partes firman el presente documento por duplicado y a un solo efecto, en el lugar y fecha arriba indicados

XXXXXXXXXX, S.A.

ENAGÁS TRANSPORTE, S.A.U.



Appendix VII: REN Standard Contract

**CONTRATO DE AQUISIÇÃO DE DIREITOS DE
UTILIZAÇÃO DE CAPACIDADE DE
INTERLIGAÇÃO
VIP PORTUGAL-ESPANHA**

ENTRE

REN - GASODUTOS, S.A., na qualidade de concessionária da Rede Nacional de Transporte de Gás Natural (RNTGN), com sede na E.N. 116 - Vila de Rei, 2674-505, em Bucelas, com o capital social de 404 931 169 Euros, matriculada na 1ª Conservatória do Registo Comercial de Loures, com o número único de matrícula e de pessoa coletiva 507 725 689, representada por _____, na qualidade de _____, adiante designada por **“Operador da RNTGN”**,

e

_____, com sede na _____, com o capital social de _____ euros, matriculada na Conservatória do Registo Comercial de _____ com o número único de matrícula e de pessoa coletiva _____, representada por _____, na qualidade de _____, adiante designada por **“Contratante”**.

No que se segue denominadas conjuntamente **“Partes”**.

É celebrado o presente Contrato de aquisição de direitos de utilização de capacidade de interligação no Ponto Virtual de Interligação entre Portugal e Espanha, **“Contrato”** que se rege pelas cláusulas seguintes:

CLÁUSULA 1ª - OBJECTO

1. O presente Contrato e seus Anexos, os quais fazem parte integrante do Contrato, têm por objeto a contratação de direitos de utilização de capacidade de interligação no Ponto Virtual de Interligação (VIP) entre Portugal e Espanha, no âmbito do documento “*Information Memorandum*” aprovado pela Entidade Reguladora dos Serviços Energéticos (ERSE) e pela Comisión Nacional de Energía (CNE) em 2013, que define os procedimentos aplicáveis à atribuição dos diferentes produtos de capacidade de interligação para o período compreendido entre 1 de outubro de 2013 e 30 de setembro de 2014.
2. Para efeitos do presente Contrato, a capacidade de interligação contratada ao abrigo do número anterior considera-se atribuída conjuntamente de ambos os lados da fronteira, nos termos e de acordo com as regras definidas no “*Information Memorandum*”.
3. A utilização efetiva, através da RNTGN, dos diferentes produtos de capacidade contratados depende da existência de um Contrato de Uso da Rede de Transporte válido e do cumprimento das regras de acesso de utilização da RNTGN, de acordo com a regulamentação e documentos complementares em vigor.

CLÁUSULA 2ª - DEFINIÇÕES E INTERPRETAÇÃO

1. Os termos utilizados no presente Contrato que não sejam expressamente definidos no mesmo deverão ser interpretados de acordo com o documento “*Information Memorandum*” e regulamentação aplicável (cfr. cláusula 5ª).
2. Para efeitos do presente Contrato e seus anexos define-se como Ponto Virtual de Interligação (VIP) um ponto comercial que agrega as interligações físicas entre Portugal e Espanha.
3. Define-se como Contratante a entidade que participa no(s) processo(s) previstos no *Information Memorandum* para atribuição de direitos de utilização de capacidade de interligação no VIP.
4. Define-se como Agente de Mercado, o utilizador da RNTGN, titular de um Contrato de Uso da Rede de Transporte de Gás Natural, válido no momento da utilização efetiva da capacidade VIP.
5. A atribuição conjunta de capacidade no Ponto Virtual de Interligação para os diferentes produtos de capacidade contratados será sempre vinculativa e resultará na atribuição de direitos de utilização de capacidade, podendo ser negociados pelo Contratante que o detenha no mercado secundário.

6. Os direitos de utilização de capacidade serão contratados na mesma quantidade e ao mesmo agente de mercado ou a agentes de mercado pertencentes ao mesmo grupo empresarial, de acordo com o definido no “*Information Memorandum*”.

CLÁUSULA 3ª - DURAÇÃO

O Contrato entra em vigor na data da assinatura pelas Partes e terminará a 30 de setembro de 2014, sendo que o Operador da RNTGN apenas poderá atribuir os direitos de utilização de capacidade para o período que se inicia a 1 de outubro de 2013.

O contrato poderá vigorar entre as Partes com diferentes prazos de duração na medida em que o contratante pretenda a atribuição do direito de utilização de capacidade, tendo sempre como limite de duração a data de 30 de Setembro de 2014.

CLÁUSULA 4ª - ALTERAÇÃO DA INFORMAÇÃO

1. Qualquer alteração dos elementos constantes do presente Contrato e seus Anexos, relativa à identificação do Contratante deve ser comunicada ao Operador da RNTGN, por escrito, no prazo máximo de 10 (dez) dias, contados da data da alteração.
2. O Contratante deve apresentar comprovativos da alteração verificada, quando tal lhe for solicitado pelo Operador da RNTGN.
3. O incumprimento do estabelecido no nº 1 constitui causa para a suspensão do presente Contrato, nos termos da Cláusula 14ª.

CLÁUSULA 5ª - REGRAS APLICÁVEIS

O Contrato submete-se às regras constantes do documento “*Information Memorandum*” e da legislação, regulamentos e documentos complementares aplicáveis ao sector do GN, nomeadamente:

- a) Regulamento de Acesso às Redes, às Infraestruturas e às Interligações;
- b) Manual de Procedimentos da Gestão Técnica Global do SNGN;
- c) Manual de Procedimentos de Acesso às Infraestruturas.

CLÁUSULA 6ª - EXECUÇÃO DO CONTRATO

1. O presente Contrato e seus Anexos produzem efeitos desde a sua entrada em vigor e consubstanciam um compromisso firme e vinculativo para as Partes nomeadamente o compromisso de aceitação das regras constantes do “*Information Memorandum*”.
2. O Operador da RNTGN obriga-se a prestar os serviços abrangidos pelo presente Contrato, nas quantidades associadas aos produtos de capacidade identificados nos Anexos ao presente Contrato, sem prejuízo do disposto na cláusula 10ª - Força Maior.
3. Os Anexos ao presente Contrato são atualizados pelo Contratante e submetidos, para aprovação, ao Operador da RNTGN.
4. O presente Contrato cumpre as disposições legais e regulamentares vigentes à data da sua assinatura. Caso se verifiquem alterações regulamentares no regime de acesso e utilização das infraestruturas de gás natural após a assinatura do presente Contrato, as Partes comprometem-se, de boa-fé, a adaptar o presente Contrato à nova regulamentação, sem prejuízo das obrigações e direitos decorrentes do presente Contrato.

CLÁUSULA 7ª - CAPACIDADE EXCEDENTE NO VIP

1. Para efeitos do presente Contrato considera-se capacidade excedente no VIP, a capacidade de interligação colocada em leilão que não tenha sido contratada e a capacidade de interligação libertada pelo cancelamento ou rescisão de contratos de capacidade nos pontos físicos das interligações (“produtos *unbundled*”) ou pela aplicação de mecanismos de gestão de congestionamentos.
2. Os direitos de utilização da capacidade excedente serão atribuídos até ao final de 30 de Setembro de 2014, por ordem cronológica dos pedidos, de acordo com os mecanismos de atribuição de capacidade de cada um dos países, mas de forma coordenada, devendo ser atribuída no Ponto Virtual de Interligação na mesma quantidade e ao mesmo Agente de Mercado ou a Agentes de Mercado pertencentes ao mesmo grupo empresarial.
3. Os direitos de utilização da capacidade excedente no sentido Espanha-Portugal só poderão ser atribuídos a agentes de mercado com um Contrato de Uso da Rede de Transporte válido e caução suficiente para fazer face às obrigações decorrentes da alteração das suas condições contratuais.
4. O processo de liquidação dos encargos decorrentes da utilização da capacidade excedente no VIP é efetuado no âmbito do processo de faturação mensal previsto no Contrato de Uso da Rede de Transporte de que o agente de mercado é titular.

CLÁUSULA 8ª - MERCADO SECUNDÁRIO DE CAPACIDADE

1. De acordo com o documento “*Information Memorandum*”, os Agentes de Mercado podem transacionar através do mercado secundário os direitos de utilização de capacidade de interligação, devendo esses produtos permanecer como capacidade conjunta (“*bundled*”) no VIP.
2. A operacionalização do mercado secundário é da responsabilidade do Operador da RNTGN, de acordo com o estabelecido na regulamentação do setor do Gás Natural. Todas as operações e encargos decorrentes do processo de transação dos direitos de utilização de capacidade são da responsabilidade exclusiva dos agentes de mercado intervenientes na transação.
3. Os encargos financeiros perante o Operador da RNTGN relativos à capacidade transacionada são transferidos para o comprador, incluindo, se existentes, os associados a eventuais prémios resultantes de leilões de capacidade de interligação no VIP.
4. O processo de liquidação dos eventuais prémios resultantes de leilões de capacidade de interligação no VIP e dos encargos decorrentes da utilização da RNTGN associado ao processo de transferência de capacidade no mercado secundário é efetuado no âmbito do processo de faturação mensal, decorrente do Contrato de Uso da Rede de Transporte de que o agente de mercado comprador seja titular.

CLÁUSULA 9ª - OBRIGAÇÕES E RESPONSABILIDADES DAS PARTES

1. Cada uma das Partes responderá perante a outra em caso de incumprimento das obrigações assumidas relativas aos serviços prestados no âmbito do presente Contrato e seus Anexos, à exceção das situações de exclusão de aplicação do Contrato previstas na cláusula seguinte.
2. Para utilizar os direitos de utilização da capacidade contratada na interligação, o Contratante deverá participar nos processos de programação e nomeação de capacidades de ambos os sistemas de transporte, português e espanhol, os quais obedecem às regras e regulamentação específica em vigor em cada país.
3. As situações de limitação de capacidade de interligação que ocorram por motivos de indisponibilidade da RNTGN e que não resultem de casos fortuitos ou de força maior serão tratadas de acordo com as regras definidas na regulamentação vigente.
4. O Operador da RNTGN realizará os serviços associados aos diferentes produtos de capacidade contratados no Ponto Virtual de Interligação, nas quantidades e condições acordadas nos processos de programação/nomeação nos vários horizontes temporais.

CLÁUSULA 10ª - FORÇA MAIOR

1. Constitui Força Maior qualquer evento ou situação não previsível e fora do controlo razoável de qualquer das Partes, que torne impossível cumprir, temporária ou permanentemente, as obrigações decorrentes do presente Contrato.
2. A Parte que invocar uma situação de Força Maior deverá enviar à outra Parte, logo que tome conhecimento dessa situação, uma notificação que descreva a natureza do evento de Força Maior e a sua duração estimada.
3. As obrigações das Partes em situação de Força Maior, com exceção das obrigações de confidencialidade definidas na cláusula 11^a, ficarão suspensas desde a data de receção da notificação prevista no número anterior.
4. A Parte que invocar uma situação de Força Maior deverá envidar todos os esforços no sentido de limitar as consequências e a duração de tal situação.
5. Se uma situação de Força Maior ou de operação em regime excecional se prolongar mais de trinta (30) dias, afetando negativamente e com impacto relevante as obrigações essenciais previstas no presente Contrato, qualquer Partes poderá, desde que obtido o acordo da outra Parte, fazer cessar o presente Contrato, mediante o envio de carta registada, com aviso de receção.
6. Em circunstância alguma o Operador da RNTGN será responsável ou terá de pagar qualquer compensação relativamente a danos sofridos pela outra Parte devido ao incumprimento ou cumprimento defeituoso da totalidade ou parte das suas obrigações, quando tal incumprimento, cumprimento defeituoso ou cumprimento tardio resultem de uma situação de Força Maior.

CLÁUSULA 11^a - CAUÇÃO

1. O Contratante obriga-se à prestação de caução a favor do Operador da RNTGN, destinada a assegurar o cumprimento das suas obrigações decorrentes do presente Contrato.
2. O valor e modo de prestação da caução para participar no leilão cumpre o disposto no “*Information Memorandum*”.
3. O valor da garantia prestada a favor do Operador da RNTGN garantirá um período de 60 (sessenta) dias da faturação estimada.
4. A execução da garantia pelo Operador da RNTGN é antecedida de um pré-aviso de 15 dias ao Contratante.
5. A execução parcial ou total da caução para satisfação dos créditos do Operador da RNTGN confere-lhe o direito de exigir a sua reconstituição ou o seu reforço em prazo não inferior a 10 (dez) dias úteis.
6. Para além da prestação direta, o Operador da RNTGN pode aceitar cauções constituídas pelo Contratante junto de uma terceira entidade, mediante acordo entre as Partes.

7. O atraso na reconstituição ou reforço da caução nos termos do número anterior constitui fundamento para a suspensão do Contrato, nos termos da Cláusula 13ª.

CLÁUSULA 12ª - FATURAÇÃO E PAGAMENTO

1. A retribuição devida pelos serviços prestados pelo Operador da RNTGN no âmbito do presente Contrato terá por base os preços das tarifas em vigor publicados pela ERSE para cada produto de capacidade contratado, acrescida de eventuais prémios resultantes de leilões de direitos de utilização de capacidade de interligação no VIP, calculados de acordo com as regras previstas no “*Information Memorandum*”.
2. Nas faturas emitidas, devem ser disponibilizados os elementos necessários a uma completa, clara e adequada compreensão dos valores faturados.
3. Até ao quinto dia útil de cada mês, o Operador da RNTGN enviará ao Contratante a fatura relativa ao serviço prestado no mês anterior, incluindo eventuais acertos respeitantes a meses anteriores.
4. O pagamento das faturas emitidas pelo Operador da RNTGN é efetuado por transferência bancária para a conta a indicar pelo Operador da RNTGN.
5. O prazo limite de pagamento das faturas é de 17 (dezassete) dias úteis a contar da data da sua apresentação.
6. Em caso de discordância relativamente aos valores faturados, o Contratante dispõe de um prazo de 12 dias a contar da data de receção da fatura, para contestar junto do Operador da RNTGN os valores em causa, sem prejuízo dos montantes não contestados da fatura deverem ser pagos no prazo previsto no número anterior.
7. Os atrasos de pagamento ficam sujeitos a cobrança de juros de mora, à taxa de juro legal, calculados a partir do primeiro dia seguinte ao vencimento da fatura.
8. O atraso no pagamento das faturas ao Operador da RNTGN, bem como dos respetivos juros de mora, pode constituir fundamento para a rescisão do Contrato, nos termos previstos na cláusula 14ª.

CLÁUSULA 13ª - SUSPENSÃO DO CONTRATO

1. O Contrato pode ser suspenso, nomeadamente, pelas seguintes razões:
 - a) Incumprimento do disposto no n.º 1 da cláusula 4ª e n.º 3 da cláusula 6ª do presente Contrato;
 - b) Incumprimento das disposições do “*Information Memorandum*”;
 - c) Motivos de Força Maior;
 - d) Suspensão do Contrato de Uso da Rede de Transporte;
 - e) Atraso na reconstituição ou reforço da caução (n.º 5 da cláusula 11ª).

2. A suspensão do Contrato por razões imputáveis ao Contratante ou por outras razões suscetíveis de pré-aviso, deve ser notificada previamente, com uma antecedência mínima de 8 (oito) dias.
3. Suspenso o Contrato, o Operador da RNTGN notificará o Contratante para, no prazo de 10 (dez) dias úteis, proceder à regularização comprovada das situações que motivaram a suspensão, sob pena de o Contrato cessar, nos termos da cláusula 14ª.
4. Durante o período de suspensão do Contrato o agente de mercado fica impedido de programar e/ou nomear qualquer capacidade de interligação contratada no VIP.

CLÁUSULA 14ª - CESSAÇÃO DO CONTRATO

1. O Contrato pode cessar por:
 - a) Acordo entre as Partes
 - b) Caducidade
 - c) Atraso no pagamento das faturas ao Operador da RNTGN;
 - d) Não regularização da causa que motivou a suspensão do Contrato no prazo previsto no n.º 3 da Cláusula 13ª:
2. Com a cessação do Contrato extinguem-se os direitos e obrigações das Partes, sem prejuízo das obrigações que incumbam ao Contratante relativamente à exigibilidade das quantias em dívida e da possibilidade de execução das garantias.
3. Com a rescisão do Contrato, o Operador da RNTGN tem o direito de fazer cessar o acesso do Contratante ao Ponto Virtual de Interligação e de proceder à recolocação no mercado da(s) capacidade(s) adquiridas pelo Contratante para os períodos subsequentes à cessação do Contrato, não existindo, neste caso, qualquer direito a compensação por parte do Operador da RNTGN ao Contratante.

CLÁUSULA 15ª - RECLAMAÇÕES E RESOLUÇÃO DE CONFLITOS

1. As reclamações decorrentes da aplicação deste Contrato, devem ser apresentadas por escrito junto do Operador da RNTGN.
2. O Operador da RNTGN deve responder às reclamações que lhe são apresentadas no prazo máximo de 10 (dez) dias úteis a contar da data da sua receção.
3. No caso de não ser possível responder no prazo indicado no número anterior, o Operador da RNTGN deve informar o Contratante dos factos que motivam o atraso da resposta, das diligências em curso para atender à reclamação e do prazo expectável de resposta.

4. As partes comprometem-se a aceitar a arbitragem voluntária, que terá lugar em Lisboa, sempre que este procedimento seja proposto por qualquer uma das partes para a resolução de conflitos emergentes do presente Contrato.

CLÁUSULA 16ª - INTEGRAÇÃO DE OBRIGAÇÕES LEGAIS E REGULAMENTARES

Considera-se que o Contrato passa a integrar automaticamente as condições, direitos e obrigações, bem como todas as modificações decorrentes de normas legais, regulamentares aplicáveis, posteriormente publicadas.

CLÁUSULA 17ª - LEI APLICÁVEL

Todas as disposições do presente Contrato são regidas pelo Direito Português.

CLÁUSULA 18ª - COMUNICAÇÕES

1. Todas as notificações e comunicações a realizar no âmbito do presente Contrato, serão feitas por escrito e entregues em mão, enviadas por correio registado com aviso de receção, fax ou *e-mail*, para os endereços das Partes aqui indicados ou para outro endereço que venha a ser comunicado, por escrito, pelas Partes.

Operador da RNTGN

REN - GASODUTOS, S.A.

Morada: Estrada Nacional 116, Vila de Rei, 2674-505 BUCELAS

Telefone: +351 21 968 82 00

Fax: +351 21 968 73 71

Contactos:

Gestor de Sistema do Gás Natural

gts@rengasodutos.pt

Gabinete de Mercados e Liquidações

gestor.mercados@ren.pt

Agente de Mercado:

(a preencher pelo Agente de Mercado)

2. As comunicações entre as Partes relativas à gestão corrente do Contrato serão feitas para o domicílio das Partes, não sendo, neste caso, sujeitas a registo.
3. As notificações e comunicações serão consideradas recebidas nesses endereços com a receção pelo destinatário em horas de expediente.

O presente Contrato foi celebrado em Lisboa, em ____ de _____ de 20____, em dois exemplares com igual valor e efeito, ficando um em poder de cada uma das Partes.

Pelo Operador da RNTGN

Pelo Contratante

ANEXO I AO CONTRATO VIP PORTUGAL-ESPANHA

Data de emissão: ____ de _____ de 2013

_____, na qualidade de **Contratante** registado em Portugal/Espanha com o n.º _____, com sede em _____, número único de matrícula e de pessoas colectiva /NIF _____, representado por _____

Considerando que:

- O Contratante é titular de um Contrato de Aquisição de Direitos de Utilização de Capacidade de Interligação no VIP Portugal-Espanha (**Contrato n.º** ____) assinado em ____/____/____;
- O Contratante adquiriu capacidade de interligação no Ponto Virtual de Interligação entre Portugal e Espanha (**VIP**) em resultado do leilão de capacidade realizado em ____/____

O Contratante reconhece e submete o presente Anexo aos termos e condições estabelecidos no Contrato, do qual faz parte integrante, relativo às seguintes capacidades adquiridas:

Produto (1)	Sentido de Fluxo (2)	Início	Fim	Tipo (3)	kWh/dia

(1) Anual ou Trimestral; (2) Espanha-Portugal ou Portugal-Espanha; (3) Firme ou Interruptível

O presente Anexo tem carácter vinculativo e pressupõe a aplicação das tarifas de acesso à RNTGN vigentes no mês em questão, acrescida de eventuais prémios resultantes de leilões, em função da capacidade de interligação contratada, independentemente da sua utilização.

O Contratante

ANEXO II AO CONTRATO VIP PORTUGAL-ESPAÑA

Data de emissão: ____ de _____ de 2013

_____, na qualidade de **Contratante** registado em Portugal/Espanha com o nº _____, com sede em _____, número único de matrícula e de pessoas colectiva /NIF _____, representado por _____

Considerando que:

- O Contratante é titular de um Contrato de Aquisição de Direitos de Utilização de Capacidade de Interligação VIP (**Contrato n.º** ____) assinado em ____/____/____;
- O Agente de Mercado pretende contratar capacidade excedente no VIP (Ponto de Interligação Virtual) entre Portugal e Espanha de acordo com as regras e procedimentos constantes no documento "*Information Memorandum*".

O Contratante reconhece e submete o presente Anexo aos termos e condições estabelecidos no Contrato, do qual faz parte integrante, relativamente ao(s) seguinte(s) produtos:

Produto (1)	Sentido de Fluxo (2)	Início	Fim	Tipo (3)	kWh/dia (4)

(1) Mensal ou Diário; (2) Espanha-Portugal ou Portugal-Espanha; (3) Firme ou Interruptível; (4) o valor mínimo de capacidade a atribuir é de 100 000 (cem mil) kWh/dia

O presente Anexo tem carácter vinculativo e pressupõe a aplicação das tarifas de acesso à RNTGN vigentes no mês em questão, acrescida de eventuais prémios resultantes de leilões, em função da capacidade de interligação contratada, independentemente da sua utilização.

O Contratante



Appendix VIII: Enagás First Demand Bank Guarantee model



MODELO DE AVAL A PRIMER REQUERIMIENTO

En , a de de

..... (Banco, Caja de Ahorros o Cooperativa de Crédito) con domicilio en , representado en este acto por D con facultades suficientes para ello en virtud de , de fecha

AVALA

De forma incondicional e irrevocable a , ante Enagás Transporte, S.A.U., por todas y cada una de las obligaciones para derivadas de las previsiones contenidas en el *Information Memorandum*, aprobado por Resolución de la Comisión Nacional de Energía de xx de xx de 2013 , constituyéndose (Banco, Caja de Ahorros o Cooperativa de Crédito) en fiador obligado solidariamente con el deudor principal al pago de todas las cantidades que fueran debidas por aquél en virtud de las obligaciones incluidas en el precitado documento, con renuncia expresa a los beneficios de excusión y, en su caso, división, y teniendo esta garantía carácter abstracto y por tanto sin que el avalista pueda oponer excepción alguna para evitar el pago y en especial ninguna derivada de relaciones subyacentes entre el avalista y el avalado.

El importe de la presente garantía ascenderá a una cantidad máxima de euros.

El pago se hará efectivo a primer requerimiento, de tal forma que, en caso de que Enagás Transporte, S.A.U. exija el desembolso al avalista, se pueda ingresar con fecha valor mismo día el importe de la cantidad requerida.

La presente garantía extiende su vigencia hasta el de de (fecha firma del Anexo(s) al Contrato Tipo).

La legislación española será de aplicación, con carácter exclusivo, para la interpretación y ejecución de lo establecido en el presente documento.

.... (Banco, Caja de Ahorros o Cooperativa de Crédito) se somete a los Juzgados y Tribunales de Madrid capital, con renuncia expresa a cualquier otro fuero que pudiera corresponderle, para la resolución de cualquier controversia que en aplicación de la presente garantía pudiera suscitarse.

Por (Banco, Caja de Ahorros o Cooperativa de Crédito)

P.p



Appendix IX: REN First Demand Bank Guarantee model



Garantia nº.:

REN – GASODUTOS, S.A.

Lisboa

DECLARAÇÃO:

1. O Banco _____, (menções exigidas por lei), adiante designado por **Banco**, em nome e a pedido de (nome do agente de mercado), número único de pessoa coletiva n.º _____, com sede em _____, com o capital social de _____, matriculada na Conservatória do Registo Comercial de _____, adiante designado por **Agente de Mercado**, declara prestar a favor de **REN - GASODUTOS, S.A.**, concessionária da Rede Nacional de Transporte de Gás Natural, com sede na E.N. 116- Vila de Rei, 2674-505 - Bucelas, com o capital social de 404 931 169 Euros, matriculada na Conservatória do Registo Comercial de Loures, com o número único de matrícula e de pessoa coletiva 507 725 689, doravante designada por **REN**, uma garantia bancária autónoma no valor de EUROS _____ (por extenso), que constitui garantia suficiente para as obrigações financeiras, no âmbito do **Contrato de Aquisição de Direitos de Utilização de Capacidade de Interligação VIP**, do **Agente de Mercado** perante a entidade concessionária nos termos legais ou regulamentares.
2. Por força desta garantia, o **Banco** obriga-se a fazer a entrega imediata à **REN** das importâncias que esta lhe solicitar, até ao valor global acima referido.
3. O **Banco** compromete-se a pagar à **REN** as importâncias que esta lhe exigir, em conformidade com o nº 2, procedendo a esse pagamento imediatamente após o primeiro pedido e de tal forma que a **REN** as possa receber com data valor do dia do pagamento em falta.
4. O **Banco** compromete-se a pagar as importâncias que a **REN** exigir, sendo-lhe vedado deixar de o fazer sob qualquer pretexto ou fundamento, nomeadamente, de não estar demonstrada a mora, o incumprimento ou o cumprimento defeituoso por parte do **Agente de Mercado**.
5. O **Banco** não pode opor à **REN** quaisquer meios de defesa de que do **Agente de Mercado** possa porventura prevalecer-se em face dela.
6. Esta garantia permanece válida até ao dia da liquidação das obrigações de pagamento do **Agente de Mercado** correspondentes ao período mensal de liquidação do mês de **Junho de 2013**.

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7. A legislação portuguesa é de aplicação exclusiva para a interpretação e execução do estabelecido no presente documento e qualquer litígio dele emergente deverá ser submetido ao foro da Comarca de Lisboa, com expressa renúncia a qualquer outro.

Local, data e assinaturas.

(assinaturas dos representantes do Banco, com reconhecimento notarial, atestando os correspondentes poderes para o ato).



Appendix X: Qualification Form for Firm Yearly Products Auction



**QUALIFICATION FORM FOR FIRM YEARLY
PRODUCTS AUCTION**

BINDING

To be filled by the TSO

Reception date:

Shipper Identification Data

PQSIN:

Yearly Qualification Volumes

This data will be used to calculate the Capacity Application Guarantees. Note that the following tables only apply for firm Yearly Products.

Year	PORTUGAL → SPAIN	SPAIN → PORTUGAL
	Yearly Qualification Volume (MWh/day)	Yearly Qualification Volume (MWh/day)
From 1 st Oct 13 to 30 th Sep 14		

Signature and request date

The Bidding Form must be signed by the same person who was acknowledged as representative person in the Pre-qualification Form

REPRESENTATIVE PERSON

Signature:

Date: _____

Submission of the Qualification Form

The Qualification Form shall be sent by registered letter with acknowledgement of receipt to the Coordinated Auction Office:

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Coordinated Auction Office
Enagás, Dirección de Gestión ATR
Paseo de los Olmos, 19, 3A
28005
Madrid
España

The Qualification Form should be received by the Coordinated Auction Office by the end of the Qualification Window for Firm Yearly Products (see Information Memorandum).

Additionally, the Qualification Form may be sent by e-mail to the CAO for information purposes only:¹⁰

e-mail: transportista@enagas.es

Confidentiality

The content of this Qualification Form shall be considered as confidential information and subject to the binding rules regarding the confidentiality of commercially sensitive information under the European regulation as transposed in Portugal and Spain. The whole content will be solely disclosed by the Coordinated Auction Office to the TSOs involved in the allocation process.

¹⁰ TSOs strongly recommend to send the Qualification Form by e-mail to the Coordinated Auction Office. Note that the electronic submission of the Qualification Form does not substitute the compulsory submission by registered letter with acknowledgement of receipt.



Appendix XI: Qualification Form for Firm Quarterly Products Auction



**QUALIFICATION FORM FOR FIRM
QUARTERLY PRODUCTS AUCTION**

BINDING

To be filled by the TSO

Reception date:

Shipper Identification Data

PQSIN:

Quarterly Qualification Volumes

This data will be used to calculate the Capacity Application Guarantees. Note that the following tables only apply for firm Quarterly Products.

Month	PORTUGAL → SPAIN	SPAIN → PORTUGAL
	Quarterly Qualification Volume (MWh/day)	Quarterly Qualification Volume (MWh/day)
Q1 (1 Oct 13 – 31 Dec 13)	-	
Q2 (1 Jan 14 – 31 Mar 14)		
Q3 (1 Apr 14 – 30 Jun 14)		
Q4 (1 Jul 14 – 30 Sep 14)		

Signature and request date

The Bidding Form must be signed by the same person who was acknowledged as representative person in the Pre-qualification Form

REPRESENTATIVE PERSON

Signature:

Date: _____

Submission of the Qualification Form

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The Qualification Form shall be sent by registered letter with acknowledgement of receipt to the Coordinated Auction Office:

Coordinated Auction Office
Enagás, Dirección de Gestión ATR
Paseo de los Olmos, 19, 3A
28005
Madrid
España

The Qualification Form should be received by the Coordinated Auction Office by the end of the Qualification Window for Quarterly Products Auction (see Information Memorandum).

Additionally, the Qualification Form may be sent by e-mail to the CAO for information purposes only:¹¹

e-mail: transportista@enagas.es

Confidentiality

The content of this Qualification Form shall be considered as confidential information and subject to the binding rules regarding the confidentiality of commercially sensitive information under the European regulation as transposed in Portugal and Spain. The whole content will be solely disclosed by the Coordinated Auction Office to the TSOs involved in the allocation process.

¹¹ TSOs strongly recommend to send the Qualification Form by e-mail to the Coordinated Auction Office. Note that the electronic submission of the Qualification Form does not substitute the compulsory submission by registered letter with acknowledgement of receipt.

Appendix XII: Bidding Form for the Firm Yearly Products Auction



BIDDING FORM FOR FIRM YEARLY PRODUCTS AUCTION

PQSIN:

Flow Direction	ESP→POR <input type="checkbox"/>	POR→ESP <input type="checkbox"/>
-----------------------	----------------------------------	----------------------------------

Price step	Amount of capacity bid for the Yearly Products Auction (MWh/day)
	From 1st Oct 2013 to 30th September 2014
P ₂₉	
P ₂₈	
P ₂₇	
P ₂₆	
P ₂₅	
P ₂₄	
P ₂₃	
P ₂₂	
P ₂₁	
P ₂₀	
P ₁₉	
P ₁₈	
P ₁₇	
P ₁₆	
P ₁₅	
P ₁₄	
P ₁₃	
P ₁₂	
P ₁₁	
P ₁₀	
P ₉	
P ₈	
P ₇	
P ₆	
P ₅	
P ₄	
P ₃	
P ₂	
P ₁	
P ₀	

Minimum amount of capacity to accept the allocation (MWh/day)	
	From 1st Oct 2013 to 30th September 2014

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BIDDING FORM FOR FIRM YEARLY PRODUCTS AUCTION

Signature and request date

The Bidding Form must be signed by the same person who was acknowledged at representative person in the Pre-qualification Form

REPRESENTATIVE PERSON

Signature:	
Date:	_____

Submission of the Bidding Form

The Bidding Form shall be sent by registered letter with acknowledgement of receipt to the Coordinated Auction Office:

Coordinated Auction Office
Enagás, Dirección de Gestión ATR
Paseo de los Olmos, 19, 3A
28005
Madrid
España

The Bidding Form should be received by the Coordinated Auction Office by the end of the Firm Yearly Capacity Bidding Window (see Information Memorandum).

Additionally, the Bidding Form may be sent by e-mail to the Coordinated Auction Office for information purposes only:¹²

e-mail: transportista@enagas.es

¹² TSOs strongly recommend sending the Bidding Form by e-mail to the Coordinated Auction Office. Note that the electronic submission of the Bidding Form does not substitute the compulsory submission by registered letter with acknowledgement of receipt.



Appendix XIII: Bidding Form for the Firm Quarterly Products Auction



BIDDING FORM FOR FIRM QUARTERLY PRODUCTS AUCTION

PQSIN:

Flow Direction	ESP→POR <input type="checkbox"/>	POR→ESP <input type="checkbox"/>
-----------------------	----------------------------------	----------------------------------

Price step	Amount of capacity bid for the Quarterly Products Auction (MWh/day)			
	Q1 (1 Oct 13 – 31 Dec 13)	Q2 (1 Jan 14 – 31 Mar 14)	Q3 (1 Apr 14 – 30 Jun 14)	Q4 (1 Jul 14 – 30 Sep 14)
P ₂₉				
P ₂₈				
P ₂₇				
P ₂₆				
P ₂₅				
P ₂₄				
P ₂₃				
P ₂₂				
P ₂₁				
P ₂₀				
P ₁₉				
P ₁₈				
P ₁₇				
P ₁₆				
P ₁₅				
P ₁₄				
P ₁₃				
P ₁₂				
P ₁₁				
P ₁₀				
P ₉				
P ₈				
P ₇				
P ₆				
P ₅				
P ₄				
P ₃				
P ₂				
P ₁				
P ₀				

Minimum amount of capacity to accept the allocation (MWh/day)				
	Q1	Q2	Q3	Q4

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BIDDING FORM FOR FIRM QUARTERLY PRODUCTS AUCTION

Signature and request date

The Bidding Form must be signed by the same person who was acknowledged at representative person in the Pre-qualification Form

REPRESENTATIVE PERSON

Signature:	
Date:	_____

Submission of the Bidding Form

The Bidding Form shall be sent by registered letter with acknowledgement of receipt to the Coordinated Auction Office:

Coordinated Auction Office
Enagás, Dirección de Gestión ATR
Paseo de los Olmos, 19, 3A
28005
Madrid
España

The Bidding Form should be received by the Coordinated Auction Office by the end of each Firm Quarterly Capacity Bidding Window (see Information Memorandum).

Additionally, the Bidding Form may be sent by e-mail to the Coordinated Auction Office for information purposes only:¹³

e-mail: transportista@enagas.es

¹³ TSOs strongly recommend sending the Bidding Form by e-mail to the Coordinated Auction Office. Note that the electronic submission of the Bidding Form does not substitute the compulsory submission by registered letter with acknowledgement of receipt.



Appendix XIV: Bidding Form for the Interruptible Products Auctions



BIDDING FORM FOR INTERRUPTIBLE PRODUCTS AUCTION

PQSIN:

Price step	Amount of capacity bid for the Interruptible Yearly Products Auction (MWh/day)
	From 1 st Oct 2013 to 30 th September 2014
P ₂₉	
P ₂₈	
P ₂₇	
P ₂₆	
P ₂₅	
P ₂₄	
P ₂₃	
P ₂₂	
P ₂₁	
P ₂₀	
P ₁₉	
P ₁₈	
P ₁₇	
P ₁₆	
P ₁₅	
P ₁₄	
P ₁₃	
P ₁₂	
P ₁₁	
P ₁₀	
P ₉	
P ₈	
P ₇	
P ₆	
P ₅	
P ₄	
P ₃	
P ₂	
P ₁	
P ₀	

Minimum amount of capacity to accept the allocation for interruptible Yearly Products (MWh/day)	
	From 1 st Oct 2013 to 30 th September 2014

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BIDDING FORM FOR INTERRUPTIBLE PRODUCTS AUCTION

Price step	Amount of capacity bid for Interruptible Quarterly Products Auction (MWh/day)			
	Q1 (1 Oct 13 – 31 Dec 13)	Q2 (1 Jan 14 – 31 Mar 14)	Q3 (1 Apr – 30 Jun 14)	Q4 (1 Jul 14 – 30 Sep 14)
P ₂₉				
P ₂₈				
P ₂₇				
P ₂₆				
P ₂₅				
P ₂₄				
P ₂₃				
P ₂₂				
P ₂₁				
P ₂₀				
P ₁₉				
P ₁₈				
P ₁₇				
P ₁₆				
P ₁₅				
P ₁₄				
P ₁₃				
P ₁₂				
P ₁₁				
P ₁₀				
P ₉				
P ₈				
P ₇				
P ₆				
P ₅				
P ₄				
P ₃				
P ₂				
P ₁				
P ₀				

Minimum amount of capacity to accept the allocation for interruptible Quarterly Products (MWh/day)				
	Q1 (1 Oct 13 – 31 Dec 13)	Q2 (1 Jan 14 – 31 Mar 14)	Q3 (1 Apr – 30 Jun)	Q4 (1 Jul 14 – 30 Sep 14)



BIDDING FORM FOR INTERRUPTIBLE PRODUCTS AUCTION

Signature and request date

The Bidding Form must be signed by the same person who was acknowledged at representative person in the Registration Form

REPRESENTATIVE PERSON

Signature:	
Date:	_____

The Bidding Form shall be sent by registered letter with acknowledgement of receipt to the Coordinated Auction Office:

Coordinated Auction Office
Enagás, Dirección de Gestión ATR
Paseo de los Olmos, 19, 3A
28005
Madrid
España

The Bidding Form should be received by the Coordinated Auction Office by the end of the Interruptible Capacity Bidding Window (see Information Memorandum).

Additionally, the Bidding Form may be sent by e-mail to the Coordinated Auction Office for information purposes only:¹⁴

e-mail: transportista@enagas.es

¹⁴ TSOs strongly recommend sending the Bidding Form by e-mail to the Coordinated Auction Office. Note that the electronic submission of the Bidding Form does not substitute the compulsory submission by registered letter with acknowledgement of receipt.

Acronyms and abbreviations

ACER: <i>Agency for Cooperation of European Regulators</i>	Info Memo: <i>Information Memorandum (Procedures for the annual auction for yearly and quarterly products of gas transmission capacity between Portugal and Spain)</i>
CAM: <i>Capacity Allocation Mechanism</i>	
CAO: <i>Coordinated Auction Office</i>	IP: <i>Interconnection Point</i>
CET: <i>Central European Time</i>	NC: <i>Network Code</i>
CMP: <i>Congestion Management Procedures</i>	NRA: <i>National Regulatory Agency</i>
CNE: <i>Comisión Nacional de Energía</i>	POR: <i>Portugal</i>
EC: <i>European Commission</i>	PQSIN: <i>Pre-qualified Shipper Identification Number</i>
ENTSOG: <i>European Network of Transmission System Operators for Gas</i>	QQV: <i>Quarterly Qualification Volume</i>
ERSE: <i>Entidade Reguladora dos Serviços Energéticos</i>	SGRI: <i>South Gas Regional Initiative</i>
ESP: <i>Spain</i>	TPA: <i>Third Party Access</i>
EU: <i>European Union</i>	TSO: <i>Transmission System Operator</i>
FCFS: <i>First Come First Served</i>	UIOLI: <i>Use it or lose it</i>
FG: <i>Framework Guidelines</i>	VIP: <i>Virtual Interconnection Point</i>
GRI: <i>Gas Regional Initiative</i>	YQV: <i>Yearly Qualification Volume</i>
GTS: <i>Gestor Técnico del Sistema</i>	

References

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- ii ENTSOG, "CAM Network Code", 6th March 2012 , CAP210-12:
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ENTSOG, "Analysis of ENTSOG Decisions for the CAM NC", 6th March 2012 , CAP216-12:
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