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Esittelijä / Föredragande / Referendary

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Ratkaisija / Beslutsfattare / Decision-maker

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Pvm / Datum / Date: 13.07.2021

Tämä asiakirja koostuu seuraavista osista:

- Kansilehti (tämä sivu)
- Alkuperäinen asiakirja tai alkuperäiset asiakirjat [Allekirjoitettu asiakirja alkaa seuraavalta sivulta. >](#)

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Fingrid Oyj
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Alueellisen koordinoitikeskuksen perustaminen

Asianosainen

Fingrid Oyj

Vireilletulo

16.7.2020

Ratkaisu

Energiavirasto vahvistaa tämän päätöksen liitteen mukaisena Fingrid Oyj:n ehdotuksen alueellisen koordinoitikeskuksen perustamiseksi.

Päätöstä on noudatettava muutoksenhausta huolimatta.

Selostus asiasta

Euroopan parlamentin ja neuvoston sähkönmarkkinoista 5. kesäkuuta 2019 annetun asetuksen (EU) 2019/943 (jäljempänä sisämarkkina-asetus) 35 artiklan mukaisesti käyttöalueen kaikkien siirtoverkonhaltijoiden on viimeistään 5 päivänä heinäkuuta 2020 toimitettava asianomaisille sääntelyviranomaisille ehdotus alueellisten koordinoitikeskusten perustamisesta, ja saman alueen sääntelyviranomaisten on arvioitava ja hyväksyttävä ehdotus. Perustettavien koordinoitikeskusten tehtävinä on suorittaa koordinoitua kapasiteetinlaskentaa ja muita alueellista koordinointia vaativia tehtäviä.

Fingrid Oyj (jäljempänä myös Fingrid) toimitti 16.7.2020 Energiavirastoon vahvistettavaksi Ruotsin Affärsverket Svenska kraftnätin, Tanskan Energinet Elsystemansvar A/S:n, Norjan Statnett SF:n ja Ahvenanmaan Kraftnät Åland Ab:n kanssa laatimansa yhteisen ehdotuksen alueellisen koordinoitikeskuksen perustamiseksi Pohjoismaiden alueelle.

Ehdotuksen mukaan alueellinen koordinoitikeskus on tarkoitus perustaa julkisena osakeyhtiönä Tanskaan. Perustettava yhtiö olisi Affärsverket Svenska kraftnätin, Energinet Elsystemansvar A/S:n, Statnett SF:n ja Fingrid Oyj:n yhteisomistuksessa. Edellä mainitut siirtoverkonhaltijat solmivat ehdotuksen mukaan erillisen palvelu- ja yhteistyösopimuksen perustettavan yhtiön kanssa. Kraftnät Åland Ab osallistuisi yhtiön toimintaan sekä yhteistyö- että palvelusopimuksen kautta. Koska



sisämarkkina-asetusta ei ole vielä saatettu voimaan Norjassa, Statnett SF:n osallistuminen perustuu vapaaehtoiseen sopimusjärjestelyyn.

Energiavirasto katsoi yhdessä muiden käyttöalueen sääntelyviranomaisten, Energi-marknads Inspektionen (Ei), Forsyningstilsynetin (DUR), Ålands Energimyndigheten, kanssa, että ehdotuksen hyväksymisprosessia ei saada käytyä sääntelyn edellyttämällä tavalla 6 kuukaudessa eli 16. tammikuuta 2021 mennessä ja pyysi muiden käyttöalueen sääntelyviranomaisten kanssa 6 kuukautta lisäaikaa energia-alan sääntelyviranomaisten yhteistyövirastolta (ACER). ACER myönsi sääntelyviranomaisille niiden pyytämän lisäajan 17.2.2021.

Energiavirasto katsoi yhdessä muiden käyttöalueen sääntelyviranomaisten kanssa, että siirtoverkonhaltijoiden 16.7.2020 toimittamaa ehdotusta tulee muuttaa ennen sen hyväksymistä ja pyysi Fingridiä muuttamaan ehdotustaan 16.12.2020. Muutospyyntöön mukaan Fingridillä oli 2 kuukautta aikaa toimittaa muutettu ehdotus alueen viimeisen sääntelyviranomaisen toimittaman muutospyyntöön vastaanottamisesta.

Muutospyyntöissä pyydettiin lisäämään ehdotukseen selkeä ehto Statnett SF:n välittömälle poissulkemiselle, jos päätöksen antamisen jälkeen lain tai oikeustilan muutos estäisi Statnett SF:n osallistumisen hyväksytyllä tavalla, koska Statnett SF:n osallistuminen perustuu vapaaehtoiseen sopimusjärjestelyyn eikä voimassa olevan sääntelyn mukaiseen velvoitteeseen. Epäselvien tilanteiden välttämiseksi käyttöalueen sääntelyviranomaiset katsoivat, että Statnett SF:n poissulkemiselle täytyy asettaa selkeä ehto.

Käyttöalueen sääntelyviranomaiset pyysivät lisäksi täsmentämään perustettavan yhtiön EU-sääntelyn mukaista tarkoitusta ja tehtäviä. Muutospyyntöissä pyydettiin myös poistamaan ehdotuksesta viittaukset koordinoitikeskuksen tehtävien mahdolliseen delegointiin toiselle osapuolelle ja huomioimaan, että ehdotuksen mukainen pysyvä yhteistyökomitea siirtoverkonhaltijoiden kanssa vaikutti menevän pidemmälle kuin sääntelyn tarkoittama kuvaus yhteistyöprosessista ja siten vaikuttavan koordinoitikeskuksen riippumattomuuteen siirtoverkonverkonhaltijoista.

Koordinoitujen toimien osalta muutospyyntöissä pyydettiin muuttamaan ehdotusta siten, ettei se sisällä sisämarkkina-asetuksen 42 artiklan vastaisia kirjauksia. Vastuiden kattamista koskien pyydettiin täsmentämään vastuita koskevia säännöksiä koordinoitikeskuksen ja siirtoverkonhaltijoiden välillä sekä suhteessa toisille koordinoitikeskuksille suoritettavien tehtävien osalta. Lisäksi käyttöalueen siirtoverkonhaltijoita pyydettiin varmistamaan, että sääntelyviranomaisten vahvistamisen ulkopuolelle jäävä sopimusdokumentaatio ei sisällä sääntelyviranomaisten vahvistaman ehdotuksen kanssa ristiriitaisia kohtia muun muassa äänestysääntöjen osalta.

Fingrid toimitti muutetun yhteisen ehdotuksen alueellisen koordinoitikeskuksen perustamiseksi Pohjoismaiden alueelle vahvistettavaksi Energiavirastoon 14. tammikuuta 2021.

Sääntelyviranomaiset totesivat ehdotuksen vaativan edelleen täsmentämistä Statnett SF:n osallistumisen osalta ja päätyivät antamaan siirtoverkonhaltijoille mahdollisuuden esittää näkemyksensä muutetun ehdotuksen täydentämisestä Statnett



SF:n osallistumisen mahdollista keskeytymistä ja uudelleen liittymistä koskevilta osin. Siirtoverkonhaltijat toimittivat näkemyksensä ehdotuksen täydentämisestä 20.5.2021.

Energiavirasto on tehnyt tiivistä yhteistyötä saman käyttöalueen eli Ahvenanmaan, Ruotsin ja Tanskan sääntelyviranomaisten sekä Norjan sääntelyviranomaisen kanssa ja yhteisesti sopinut mainittujen sääntelyviranomaisten kesken tämän päätöksen ratkaisusta.

Asiaan liittyvä lainsäädäntö

Euroopan parlamentin ja neuvoston asetus (EU) 2019/943 sähkön sisämarkkinoista (Sisämarkkina-asetus)

35 artikla

Alueellisten koordinoitikeskusten perustaminen ja tarkoitus

1. Kyseisen käyttöalueen kaikkien siirtoverkonhaltijoiden on viimeistään 5 päivänä heinäkuuta 2020 toimitettava asianomaisille sääntelyviranomaisille ehdotus alueellisten koordinoitikeskusten perustamisesta tässä luvussa vahvistettujen kriteerien mukaisesti.

Käyttöalueen sääntelyviranomaisten on arvioitava ja hyväksyttävä ehdotus.

Ehdotukseen on sisällyttävä vähintään seuraavat osatekijät:

- a) alueellisten koordinoitikeskusten tuleva kotijäsenvaltio ja osallistuvat siirtoverkonhaltijat;
- b) tarvittavat organisatoriset, rahoitukselliset ja operatiiviset järjestelyt yhteenliitetyn siirtoverkon tehokkaan, varman ja luotettavan käytön varmistamiseksi;
- c) alueellisten koordinoitikeskusten toiminnan aloittamista koskeva täytäntöönpanosuunnitelma;
- d) alueellisten koordinoitikeskusten perussääntö ja työjärjestys;
- e) kuvaus 38 artiklan mukaisista yhteistyöprosesseista;
- f) kuvaus 47 artiklan mukaisista alueellisten koordinoitikeskusten vastuuta koskevista järjestelyistä;
- g) jos kaksi alueellista koordinoitikeskusta toimii vuorotteluperiaatteella 36 artiklan 2 kohdan mukaisesti, kuvaus järjestelyistä, joilla taataan näille alueellisille koordinoitikeskuksille selkeät vastuualueet ja menettelyt niiden tehtävien suorittamista varten.

2. Kun sääntelyviranomaiset ovat hyväksyneet 1 kohdan mukaisen ehdotuksen, alueelliset koordinoitikeskukset korvaavat asetuksen (EY) N:o 714/2009 18 artiklan 5 kohdan perusteella hyväksytyjen verkon käyttöä koskevien suuntaviivojen



mukaisesti perustetut alueelliset käyttövarmuuskoordinaattorit ja aloittavat toimintansa viimeistään 1 päivänä heinäkuuta 2022.

3. Alueellisten koordinoitikeskusten organisaatiolla on oltava Euroopan parlamentin ja neuvoston direktiivin (EU) 2017/1132 (23) liitteessä II tarkoitettu oikeudellinen muoto.

4. Alueellisten koordinoitikeskusten on unionin oikeuden mukaisia tehtäviä toteuttaessaan toimittava riippumatta yksittäisistä kansallisista eduista ja siirtoverkonhaltijoiden eduista.

5. Alueelliset koordinoitikeskukset täydentävät siirtoverkonhaltijoiden roolia toteuttamalla niille 37 artiklan mukaisesti osoitetut tehtävät, joilla on alueellista merkitystä. Siirtoverkonhaltijoiden on vastattava sähkösiirtojen hallinnasta ja varman, luotettavan ja tehokkaan sähköverkon varmistamisesta direktiivin (EU) 2019/944 40 artiklan 1 kohdan d alakohdan mukaisesti.

37 artikla

Alueellisten koordinoitikeskusten tehtävät

1. Kunkin alueellisen koordinoitikeskuksen on suoritettava vähintään kaikki seuraavat tehtävät, joilla on alueellista merkitystä, koko sillä käyttöalueella, jolla se on perustettu:

a) koordinoitu kapasiteetin laskenta asetuksen (EY) N:o 714/2009 18 artiklan 5 kohdan perusteella hyväksytyjen kapasiteetin jakamista ja siirtorajoituksen hallintaa koskevien suuntaviivojen nojalla kehitettyjen menetelmien mukaisesti;

b) koordinoitu käyttövarmuusanalyysi asetuksen (EY) N:o 714/2009 18 artiklan 5 kohdan perusteella hyväksytyjen verkon käyttöä koskevien suuntaviivojen nojalla kehitettyjen menetelmien mukaisesti;

c) yhteisten verkkomallien laatiminen asetuksen (EY) N:o 714/2009 18 artiklan 5 kohdan perusteella hyväksytyjen verkon käyttöä koskevien suuntaviivojen nojalla kehitettyjen menetelmien ja menettelyjen mukaisesti;

d) siirtoverkonhaltijoiden tekemän varautumissuunnitelmien ja käytönpalautussuunnitelmien yhdenmukaisuuden arvioinnin tukeminen asetuksen (EY) N:o 714/2009 6 artiklan 11 kohdan perusteella hyväksytyssä sähköverkon hätätilaa ja käytönpalautusta koskevassa verkkosäännössä säädetyn menettelyn mukaisesti;

e) alueelliset seuraavan viikon ja vähintään vuorokautiset verkon riittävyysennusteet ja riskejä vähentävien toimien valmistelu asetuksen (EU) 2019/941 8 artiklassa esitetyn menetelmän ja asetuksen (EY) N:o 714/2009 18 artiklan 5 kohdan perusteella hyväksytyissä verkon käyttöä koskevissa suuntaviivoissa esitettyjen menettelyjen mukaisesti;

f) alueellinen käyttökeskeytysten suunnittelun koordinointi asetuksen (EY) N:o 714/2009 18 artiklan 5 kohdan perusteella hyväksytyissä verkon käyttöä koskevissa suuntaviivoissa esitettyjen menettelyjen ja menetelmien mukaisesti;



- g) alueellisten koordinoitikeskusten palveluksessa olevan henkilöstön koulutus ja sertifiointi;
- h) alueellisen käytönpalautuksen koordinoinnin ja optimoinnin tukeminen siirtoverkonhaltijoiden pyynnöstä;
- i) käytön jälkeinen ja häiriöiden jälkeinen analysointi ja raportointi;
- j) reservikapasiteetin alueellinen mitoitus;
- k) tasehallintakapasiteetin alueellisen hankinnan helpottaminen;
- l) siirtoverkonhaltijoiden tukeminen niiden pyynnöstä siirtoverkonhaltijoiden välisten suoritusten optimoinnissa;
- m) alueellisten sähkökriisiskenaarioiden määrittämiseen liittyvät tehtävät, jos ja siltä osin kuin ne on siirretty alueellisille koordinoitikeskuksille asetuksen (EU) 2019/941 6 artiklan 1 kohdan mukaisesti;
- n) kausittaisiin riittävyysnäkyymiin liittyvät tehtävät, jos ja siltä osin kuin ne on siirretty alueellisille koordinoitikeskuksille asetuksen (EU) 2019/941 9 artiklan 2 kohdan mukaisesti;
- o) sellaisen tarjousalueen ulkopuolisen enimmäiskapasiteetin arvon laskenta, joka on käytettävissä ulkopuolisen kapasiteetin osallistumiseen kapasiteettimekanismeihin, 26 artiklan 7 kohdan mukaisen suosituksen antamiseksi;
- p) tehtävät, jotka liittyvät siirtoverkonhaltijoiden tukemiseen niiden määrittäessä uutta siirtokapasiteettia, olemassa olevan siirtokapasiteetin parantamista tai niiden vaihtoehtoja koskevia tarpeita, jotka on toimitettava asetuksen (EU) N:o 347/2013 nojalla perustetuille alueellisille ryhmille ja sisällytettävä direktiivin (EU) 2019/944 51 artiklassa tarkoitettuun kymmenvuotiseen verkon kehittämissuunnitelmaan.

Ensimmäisessä alakohdassa tarkoitetuista tehtävistä säädetään yksityiskohtaisemmin liitteessä I.

2. Direktiivin (EU) 2019/944 68 artiklalla perustettu komitea antaa komission tai jäsenvaltion ehdotuksesta lausunnon uusien neuvontatehtävien antamisesta alueellisille koordinoitikeskuksille. Jos tämä komitea antaa puoltavan lausunnon uusien neuvontatehtävien antamisesta, alueellisten koordinoitikeskusten on suoritettava kyseiset tehtävät Sähkö-ENTSON laatiman ja ACERin 27 artiklassa säädettyä menettelyä noudattaen hyväksymän ehdotuksen perusteella.

3. Siirtoverkonhaltijoiden on annettava alueellisille koordinoitikeskuksilleen niiden tehtävien hoitamiseksi tarvittavat tiedot.

4. Alueellisten koordinoitikeskusten on annettava käyttöalueen siirtoverkonhaltijoille kaikki tiedot, joita tarvitaan alueellisten koordinoitikeskusten antamien koordinoitujen toimien ja suositusten täytäntöönpanemiseksi.

5. Sähkö-ENTSON on 27 artiklassa säädettyä menettelyä noudattaen laadittava ehdotus tässä artiklassa säädetyistä tehtävistä, joita verkkosäännöt tai suuntaviivat



eivät vielä kata. Alueellisten koordinoitikeskusten on suoritettava kyseiset tehtävät ehdotuksen perusteella sen jälkeen, kun ACER on hyväksynyt kyseisen ehdotuksen.

38 artikla

Yhteistyö alueellisissa koordinoitikeskuksissa ja niiden välillä

Päivittäistä koordinoitua alueellisissa koordinoitikeskuksissa ja niiden välillä on hallinnoitava alueen siirtoverkonhaltijoiden keskinäisillä yhteistyöprosesseilla, jotka kattavat tarvittaessa järjestelyt alueellisten koordinoitikeskusten välistä koordinoitua varten. Yhteistyöprosessin on perustuttava seuraaviin osatekijöihin:

a) työjärjestelyt 37 artiklassa tarkoitettujen tehtävien kannalta merkityksellisten suunnitteluun liittyvien ja operatiivisten näkökohtien käsittelyä varten;

b) 40 artiklan mukainen menettely, jonka mukaisesti voidaan jakaa analyyseja käyttöalueen siirtoverkonhaltijoiden ja asiaankuuluvien sidosryhmien ja muiden alueellisten koordinoitikeskusten kanssa ja kuulla näitä alueellisten koordinoitikeskusten ehdotuksista tehokkaalla ja osallistavalla tavalla operatiivisten tehtävien toteuttamisen yhteydessä;

c) 42 artiklan mukainen menettely koordinoitujen toimien ja suositusten hyväksymistä varten.

40 artikla

Kuulemismenettely

1. Alueellisten koordinoitikeskusten on kehitettävä menettely, jonka mukaisesti ne järjestävät käyttöalueen siirtoverkonhaltijoiden, muiden alueellisten koordinoitikeskusten ja asiaankuuluvien sidosryhmien asianmukaisen ja säännöllisen kuulemisen päivittäisten operatiivisten tehtäviensä toteuttamisen yhteydessä. Jotta voidaan varmistaa sääntelykysymysten käsittely, sääntelyviranomaiset on tarvittaessa otettava mukaan menettelyyn.

2. Alueellisten koordinoitikeskusten on kuultava käyttöalueen jäsenvaltioita ja, jos alueellinen foorumi on olemassa, alueellisia foorumejaan muissa kuin alueellisten koordinoitikeskusten päivittäiseen toimintaan ja niiden tehtävien suorittamiseen liittyvissä asioissa, joilla on poliittista merkitystä. Alueellisten koordinoitikeskusten on otettava asianmukaisesti huomioon jäsenvaltioiden ja soveltuvin osin alueellisten foorumiensa antamat suositukset.

42 artikla

Koordinoituja toimia ja suosituksia koskevien päätösten tekeminen ja niiden tarkistaminen

1. Käyttöalueen siirtoverkonhaltijoiden on kehitettävä menettely alueellisten koordinoitikeskusten 2, 3 ja 4 kohdassa säädettyjen kriteerien mukaisesti esittämien koordinoitujen toimien ja suositusten hyväksymistä ja tarkistamista varten.



2. Alueellisten koordinoitikeskusten on esitettävä siirtoverkonhaltijoille osoitettuja koordinoituja toimia 37 artiklan 1 kohdan a ja b alakohdassa tarkoitettujen tehtävien osalta. Siirtoverkonhaltijoiden on pantava täytäntöön koordinoitujen toimien täytäntöönpano johtaisi kunkin siirtoverkonhaltijan asetuksen (EY) N:o 714/2009 18 artiklan 5 kohdan perusteella hyväksytyjen verkon käyttöä koskevien suuntaviivojen mukaisesti määrittelemien käyttövarmuusrajojen rikkomiseen.

Jos siirtoverkonhaltija päättää olla panematta täytäntöön koordinoitua toimea tässä kohdassa esitetyistä syistä, sen on avoimesti ja ilman aiheetonta viivytystä ilmoitettava yksityiskohtaiset syyt alueelliselle koordinoitikeskukselle ja käyttöalueen siirtoverkonhaltijoille. Tällaisissa tapauksissa alueellisen koordinoitikeskuksen on arvioitava päätöksen johdosta käyttöalueen muille siirtoverkonhaltijoille kohdistuva vaikutus ja se voi ehdottaa muita koordinoituja toimia 1 kohdassa säädettyä menettelyä noudattaen.

3. Alueellisten koordinoitikeskusten on esitettävä siirtoverkonhaltijoille osoitettuja suosituksia 37 artiklan 1 kohdan c–p alakohdassa luetelluista tai 37 artiklan 2 kohdan mukaisesti annetuista tehtävistä.

Jos siirtoverkonhaltija päättää poiketa 1 kohdassa tarkoitettua suosituksesta, sen on esitettävä päätöksensä perustelut alueellisille koordinoitikeskuksille ja käyttöalueen muille siirtoverkonhaltijoille ilman aiheetonta viivytystä.

4. Koordinoitujen toimien tai suosituksen tarkistaminen käynnistetään käyttöalueen yhden tai useamman siirtoverkonhaltijan pyynnöstä. Koordinoitujen toimien tai suosituksen tarkistamisen jälkeen alueellisten koordinoitikeskusten on vahvistettava toimenpide tai muutettava sitä.

5. Jos koordinoitua toimea tarkistetaan tämän artiklan 4 kohdan mukaisesti, tarkistamispyyntö ei keskeytä koordinoitujen toimien täytäntöönpanoa, lukuun ottamatta tapauksia, joissa koordinoitujen toimien täytäntöönpano johtaisi kunkin yksittäisen siirtoverkonhaltijan asetuksen (EY) N:o 714/2009 18 artiklan 5 kohdan perusteella hyväksytyjen verkon käyttöä koskevien suuntaviivojen mukaisesti määrittelemien käyttövarmuusrajojen rikkomiseen.

6. Käyttöalueen jäsenvaltiot voivat jäsenvaltion tai komission ehdotuksesta ja direktiivin (EU) 2019/944 68 artiklassa perustettua komiteaa kuultuaan yhdessä päättää antaa koordinoitujen toimien esittämistä koskevan toimivallan alueelliselle koordinoitikeskukselle yhdessä tai useammassa tämän asetuksen 37 artiklan 1 kohdan c–p alakohdassa säädetyistä tehtävistä.

43 artikla

Alueellisten koordinoitikeskusten hallintoneuvosto

1. Alueellisten koordinoitikeskusten on perustettava hallintoneuvosto niiden hallintoon liittyvien toimenpiteiden hyväksymistä ja niiden suorituskyvyn seurantaan varten.

2. Hallintoneuvosto koostuu kaikkia kyseisiin alueellisiin koordinoitikeskuksiin osallistuvia siirtoverkonhaltijoita edustavista jäsenistä.



3. Hallintoneuvosto on vastuussa seuraavista:

- a) alueellisten koordinoitikeskusten perussäännön ja työjärjestyksen laatiminen ja hyväksyminen;
- b) organisaatorakenteesta päättäminen ja sen täytäntöönpano;
- c) vuotuisen talousarvion laatiminen ja hyväksyminen;
- d) 38 artiklan mukaisten yhteistyöprosessien kehittäminen ja hyväksyminen.

4. Hallintoneuvoston toimivaltaan eivät kuulu alueellisten koordinoitikeskusten päivittäiseen toimintaan ja niiden tehtävien suorittamiseen liittyvät asiat.

44 artikla

Organisaatorakenne

1. Käyttöalueen siirtoverkonhaltijoiden on perustettava alueellisten koordinoitikeskusten organisaatorakenne, jolla tuetaan niiden tehtävien turvaamista.

Organisaatorakenteessa on täsmennettävä

- a) henkilöstön valtuudet, tehtävät ja vastuut;
- b) organisaation eri osien ja prosessien keskinäinen hierarkia ja niiden väliset raportointisuhteet.

2. Alueelliset koordinoitikeskukset voivat perustaa aluetoimistoja käsittelemään osa-alueen erityispiirteitä tai perustaa alueellisia varakoordinoitkeskuksia niiden tehtävien toteuttamiseksi tehokkaasti ja luotettavasti, jos tämän osoitetaan olevan ehdottomasti tarpeen.

45 artikla

Laitteet ja henkilöstö

Alueellisilla koordinoitikeskuksilla on oltava käytössään kaikki henkilöstövoimavarat sekä tekniset, fyysiset ja rahoitukselliset voimavarat, joita ne tarvitsevat tämän asetuksen mukaisten velvoitteidensa täyttämiseksi ja tehtäviensä toteuttamiseksi riippumattomasti ja puolueettomasti.

47 artikla

Vastuu

Käyttöalueen siirtoverkonhaltijoiden on sisällytettävä 35 artiklan mukaisiin alueellisten koordinoitikeskusten perustamista koskeviin ehdotuksiin tarvittavat toimet alueellisten koordinoitikeskusten tehtävien hoitamiseen liittyvien vastuiden kattamiseksi. Menetelmässä, jolla vakuutus turva toteutetaan, on otettava huomioon alueellisten koordinoitikeskusten oikeudellinen asema ja niiden käytettävissä olevat kaupalliset vakuutusjärjestelyt.

Energiaviraston toimivalta

Lain Energiavirastosta (2013/870) 1 §:n mukaan Energiavirasto hoitaa kansalliselle sääntelyviranomaiselle kuuluvat tehtävät, joista säädetään: 2) sähkön sisämarkkinoista annetussa Euroopan parlamentin ja neuvoston asetuksessa (EU) 2019/943

Lain sähkö- ja maakaasumarkkinoiden valvonnasta (2013/590) 6 §:n kohdan 2. mukaan varmistaa, että sähkö- ja maakaasuverkkojen haltijat sekä muut sähkö- ja maakaasualan yritykset noudattavat kansallisesta ja unionin lainsäädännöstä johtuvia velvollisuuksiaan, ja päättää toimivaltansa mukaisesti tarvittavista ja oikeasuhteisista toimenpiteistä sähkö- ja maakaasumarkkinoiden kilpailun edistämiseksi ja markkinoiden moitteettoman toiminnan varmistamiseksi.

Tämän perusteella Energiavirasto arvioi ehdotusta muiden asiassa toimivaltaisten kansallisten sääntelyviranomaisten kanssa sekä päättää asiasta tämän päätöksen perusteluista ilmenevin tavoin.

Perustelut

Yleistä

Fingridin toimittaman ehdotuksen mukaan pohjoismainen koordinoitikeskus perustetaan julkisena osakeyhtiönä Tanskaan. Tätä päätöstä valmisteltaessa Energiavirasto on tehnyt tiivistä yhteistyötä muiden alueen sääntelyviranomaisten kesken ja Tanskan kansallinen sääntelyviranomainen, DUR, on kuullut yhtiöoikeudellisten kysymysten osalta muita toimivaltaisia viranomaisia Tanskassa eikä selvityksen perusteella ole ilmennyt esteitä perustaa alueellista koordinoitikeskusta Tanskaan ehdotuksen mukaisena.

Ehdotus sisältää lisäksi: osallistuvat siirtoverkonhaltijat; tarvittavat organisatoriset, rahoituskelliset ja operatiiviset järjestelyt; täytäntöönpanosuunnitelman; perussäännön ja työjärjestyksen; kuvauksen yhteistyöprosessista; kuvauksen vastuujärjestelyistä. Energiavirasto katsoo siten, että Fingridin toimittama ehdotus sisältää sisämarkkina-asetuksen 35 artiklan 1 kohdan mukaiset osatekijät, jotka on sisällytettävä alueellisen koordinoitikeskuksen perustamisesta tehtävään ehdotukseen.

Edelleen Energiavirasto katsoo, että Fingridin toimittama ehdotus pääosin täyttää sähkömarkkina-asetuksen kullekin ehdotuksen osatekijälle asettamat vaatimukset. Ehdotus sisältää muutospyynnön mukaiset tarkennukset koskien yhtiön EU sääntelyn mukaista tarkoitusta ja tehtäviä, delegointia, yhteistyökomiteaa, koordinoituja toimia ja vastuiden kattamista. Energiavirasto katsoo, että muutettu ehdotus täyttää sisämarkkina-asetuksen vaatimukset näiltä osin.

Ehdotus sisältää myös täsmennyksiä koskien Statnett SF:n osallistumisesta. Energiavirasto katsoo kuitenkin yhdessä muiden käyttöalueen sääntelyviranomaisten kanssa, että siirtoverkonhaltijoiden 14.1.2021 toimittamaa muutettua ehdotusta tulee edelleen tarkentaa ennen sen hyväksymistä äänestysmenettelyjen ja Statnett SF:n osallistumisen osalta.



Energiavirasto katsoo yhdessä muiden alueen sääntelyviranomaisten kanssa, että Kraftnät Åland Ab:n osallistuminen ehdotuksen mukaisesti alueellisen koordinoitikeskuksen toimintaan sekä yhteistyö- että palvelusopimuksen kautta eikä osaomistajana muiden osallistuvien siirtoverkon haltijoiden tapaan on perusteltua ja suhteessa Kraftnät Åland Ab:n maantieteellisen vastuualueen merkittävyyteen pohjoismaisen koordinoitikeskuksen tehtävien hoitamisessa.

Statnett SF:n osallistuminen

Sisämarkkina-asetuksen perusteella perustettavat alueelliset koordinoitikeskukset tiivistävät alueellista koordinoitintia vaativien tehtävien suorittamista asettamalla kyseisiä tehtäviä osin siirtoverkonhaltijoista erillisen osapuolen suorittavaksi. Koordinoitun kapasiteetinlaskennan ja käyttövarmuusanalyysin osalta alueelliset koordinoitikeskukset esittävät siirtoverkonhaltijoille toimia, jotka siirtoverkonhaltijoiden on pantava täytäntöön, paitsi jos täytäntöönpano johtaisi käyttövarmuusrajojen rikkomiseen. Nykyisellään koordinoitintia vaativien tehtävien suorittaminen perustuu siirtoverkonhaltijoiden yhteistyöhön ilman yhteistyötä koordinoivan osapuolen oikeudelliselle muodolle asetettuja vaatimuksia. Alueelliset koordinoitikeskukset täydentävät siirtoverkonhaltijoiden roolia ja koordinoitintikeskusten on asetettuja tehtäviä toteuttaessaan toimittava riippumatta yksittäisistä kansallisista eduista ja siirtoverkonhaltijoiden eduista. Perustettavat alueelliset koordinoitintikeskukset siten periaatteellisesti muuttavat alueellista koordinoitintia vaativien tehtävien suorittamista keskittämällä niitä oikeudellisesti erilliselle osapuolelle. Energiavirasto katsoo, että alueellista koordinoitintia vaativien tehtävien kuten kapasiteetinlaskennan ja käyttövarmuusanalyysien osalta on lähtökohtaisesti tarkoituksen mukaista, että toimien maantieteellinen kattavuus ulottuu koko yhteenkytkettyyn pohjoismaisen siirtojärjestelmään, vaikka sisämarkkina-asetusta ei ole vielä saatettu voimaan Norjassa. Energiavirasto katsoo siten, että lähtökohtaisesti Statnett SF:n osallistuminen alueelliseen koordinoitintiin on tarkoituksen mukaista mahdollisimman samoin ehdoin kuin sähkömarkkina-asetuksen mukaisen käyttöalueen siirtoverkonhaltijat on veloitettu osallistumaan. Kuitenkaan Statnett SF:n vapaaehtoiseen sopimiseen perustuva osallistuminen ei saa aiheuttaa esteitä perustettavalle koordinoitintikeskukselle eikä käyttöalueen siirtoverkonhaltijoille suoriutua sisämarkkina-asetuksen mukaisista velvoitteistaan.

Sääntelyviranomaiset antoivat 3.5.2021 siirtoverkonhaltijoille mahdollisuuden esittää näkemyksensä toimitetun ehdotuksen täydentämisestä koskien äänestysmenettelyjä ja Statnett SF:n osallistumisen mahdollista keskeytymistä. Energiavirasto katsoo, että siirtoverkonhaltijoiden toimittama ehdotus täydennettynä siirtoverkonhaltijoiden 20.5.2021 toimittamalla näkemyksellä pääosin täyttää vaatimukset alueellisen koordinoitintikeskuksen perustamiseksi tehtävälle ehdotukselle. Täydennettyjen äänestysmenettelyjen mukaan kaikki hallintoneuvoston tekemät päätökset tehdään 3/4 enemmistöllä, ellei laki muuta määrää. Siten Energiavirasto katsoo, että sisämarkkina-asetuksen mukaiset hallintoneuvoston päätökset tehdään poikkeuksetta määräänemmistöllä, mikä ei anna sopimusperusteisesti osallistuvalla Statnett SF:lle mahdollisuutta estää sisämarkkina-asetuksen velvoittamia siirtoverkonhaltijoita tekemästä hallintoneuvostossa asetuksen vaatimusten ja tavoitteiden mukaisia päätöksiä. Kuitenkin Energiavirasto katsoo edelleen, että siirtoverkonhaltijoiden 20.5.2021 toimittama näkemys huomioon ottaenkin muutettu ehdotus tarvitsee



täsmennystä koskien Statnett SF:n osallistumisen mahdollista keskeytymistä. Täten Energiavirasto katsoo tarpeelliseksi täsmentää Statnett SF:n osallistumiseen liittyviä menettelyjä tämän päätöksen liitteessä esitettyyn muotoon.

Energiavirasto katsoo, että toimitettu ehdotus huomioiden siirtoverkonhaltijoiden 20.5.2021 toimittamat täydennykset ja edelleen täsmennettynä tämän päätöksen liitteessä esitettyyn muotoon mahdollistaa Statnett SF:n tarkoituksen mukaisen osallistumisen, mutta samalla varmistaa alueellisen koordinaation toiminnan jatkumisen tilanteessa, jossa Statnett SF:n osallistumisen edellytykset muuttuisivat tämän päätöksen antamisen jälkeen, ja toisaalta myös ei anna Statnett SF:n sopimusperusteisen osallistumisen aiheuttaa esteitä perustettavalle koordinaation keskukselle eikä käyttöalueen siirtoverkonhaltijoille suoriutua sisämarkkina-asetuksen mukaisista velvoitteistaan.

Johtopäätös

Edellä esitettyyn perustuen Energiavirasto katsoo, että Fingridin toimittama ehdotus alueellisen koordinaation keskuksen perustamiseksi Pohjoismaiden alueelle voidaan hyväksyä sääntelyviranomaisten edelleen tekemien täsmennysten jälkeen ja tämän päätöksen liitteen mukaisena.

Sovelletut säännökset

Sisämarkkina-asetus (EU) 2019/943 artikla 35, artikla 37, artikla 38, artikla 40, artikkelit 42-45, artikla 47

Laki Energiavirastosta (2013/870) 1 §

Laki sähkö- ja maakaasumarkkinoiden valvonnasta (2013/590) 6 §, 36 § ja 38§.

Muutoksenhaku

Tähän päätökseen voi hakea muutosta valittamalla Markkinaoikeuteen oheisen valitusosoituksen mukaisesti.

Liitteet

Valitusosoitus

Position paper for approval of RCC proposal, 5.7.2021

Proposal for the establishment of a regional coordination centre for the Nordic region comprising Sweden, Denmark, Norway and Finland 2 July 2020 amended as of 14 January 2021 per request by the NRAs, sääntelyviranomaisten täsmennysten jälkeen 5.7.2021

Process for exclusion of Statnett as shareholder, 5.7.2021

Jakelu

Fingrid Oyj



VALITUSOSOITUS

Valitusoikeus hallintopäätöksestä

Energiaviraston antamaan hallintopäätökseen saa hakea muutosta valittamalla siten kuin laissa oikeudenkäynnistä hallintoasioissa (808/2019) säädetään. Valituskelpoisella hallintopäätöksellä tarkoitetaan päätöstä, jolla asia on ratkaistu tai jätetty tutkimatta.

Hallintopäätökseen saa hakea muutosta valittamalla se, johon päätös on kohdistettu tai jonka oikeuteen, velvollisuuteen tai etuun päätös välittömästi vaikuttaa ja se, jonka valitusoikeudesta laissa erikseen säädetään.

Valitusviranomainen

Valitusviranomainen Energiaviraston päätökseen on markkinaoikeus.

Valituksen tekeminen ja valitusaika

Valituksen saa tehdä sillä perusteella, että päätös on lainvastainen.

Valitus on tehtävä kirjallisesti 30 päivän kuluessa päätöksen tiedoksisaannista.

Valituksen tekemisestä säädetään lisäksi sähköisestä asiointista viranomaistoiminnassa annetussa laissa (13/2003). Määräaikojen laskemisesta säädetään säädettyjen määräaikain laskemisesta annetussa laissa (150/1930).

Valituksen sisältö

Valituksessa on ilmoitettava:

- päätös, johon haetaan muutosta (*valituksen kohteena oleva päätös*);
- miltä kohdin päätökseen haetaan muutosta ja mitä muutoksia siihen vaaditaan tehtäväksi (*vaatimukset*);
- vaatimusten perustelut; sekä
- mihin valitusoikeus perustuu, jos valituksen kohteena oleva päätös ei kohdistu valittajaan.

Valituksessa on lisäksi ilmoitettava valittajan nimi ja yhteystiedot. Jos puhevaltaa käyttää valittajan laillinen edustaja tai asiamies, myös tämän yhteystiedot on ilmoitettava. Yhteystietojen muutoksesta on valituksen vireillä ollessa ilmoitettava viipymättä tuomioistuimelle.



Valituksessa on ilmoitettava myös se postiosoite ja mahdollinen muu osoite, johon oikeudenkäyntiin liittyvät asiakirjat voidaan lähettää (*prosessiosoite*). Mikäli valittaja on ilmoittanut enemmän kuin yhden prosessiosoitteen, voi tuomioistuin valita, mihin ilmoitetuista osoitteista se toimittaa oikeudenkäyntiin liittyvät asiakirjat.

Oikaisuvaatimuksen tekijä saa valittaessaan oikaisuvaatimuspäätöksestä esittää vaatimuksilleen uusia perusteluja. Hän saa esittää uuden vaatimuksen vain, jos se perustuu olosuhteiden muutokseen tai oikaisuvaatimuksen tekemisen määräajan päättymisen jälkeen valittajan tietoon tulleeseen seikkaan.

Valituksen liitteet

Valitukseen on liitettävä:

- valituksen kohteena oleva päätös valitusosoituksineen;
- selvitys siitä, milloin valittaja on saanut päätöksen tiedoksi, tai muu selvitys valitusajan alkamisen ajankohdasta; sekä
- asiakirjat, joihin valittaja vetoaa vaatimuksensa tueksi, jollei niitä ole jo aikaisemmin toimitettu viranomaiselle.

Valituskirjelmän toimittaminen valitusviranomaiselle

Valituskirjelmä on toimitettava valitusajan kuluessa markkinaoikeuteen, jonka osoite on:

**Markkinaoikeus
Radanrakentajantie 5
00520 HELSINKI**

**faksi: 029 56 43314
sähköposti: markkinaoikeus@oikeus.fi**

Valituskirjelmä voidaan toimittaa valitusviranomaiselle myös postitse.

Valituksen voi tehdä myös hallinto- ja erityistuomioistuinten asiointipalvelussa osoitteessa <https://asiointi2.oikeus.fi/hallintotuomioistuimet>

Kun valituskirjelmä toimitetaan hallinto- ja erityistuomioistuinten asiointipalvelun kautta, liitteet voi toimittaa skannattuna asiointipalvelussa tai kirjeitse. Kirjeitse toimitettaessa mainitse asiasta asiointipalvelun Viesti-kentässä.

Oikeudenkäyntimaksu

Valittajalta peritään markkinaoikeudessa oikeudenkäyntimaksu 2050 euroa. Tuomioistuinmaksulaissa (1455/2015) on erikseen säädetty tapauksista, joissa maksua ei peritä.

2021-07-05

Approval by all Regulatory Authorities of the Nordic SOR on the TSOs' proposal for the establishment of a Regional Coordination Centre in accordance with Article 35(1) in Regulation (EU) 2019/943 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity

Introduction and legal context

This document constitutes an agreement of All Regulatory Authorities of the Nordic SOR (hereafter referred to as "NRAs"), agreed 5 July 2021, on the all transmission system operators of the Nordic SOR (hereinafter referred to as "TSOs") proposal for the establishment of a Regional Coordination Centre in accordance with Article 35(1) in Regulation EU 2019/943 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity (hereafter referred to as respectively "RCC Proposal" and "Regulation 2019/943"), as submitted in January 2021, with additional adjustment drafted by the NRAs.

This agreement of NRAs provides evidence that a decision on the RCC Proposal does not, at this stage, need to be adopted by ACER pursuant to Article 6 (10) of Regulation (EU) 2019/942 of the European Parliament and of the Council of 5 June 2019 establishing a European Union Agency for the Cooperation of Energy Regulators (hereinafter referred to as "Regulation 2019/942").

This agreement is intended to constitute the basis on which NRAs will each subsequently adopt a national decision to the RCC Proposal pursuant to Article 35 (1) of Regulation 2019/943.

The legal provisions relevant to the submission and approval of the RCC Proposal can be found in Article 35 of Regulation 2019/943, Article 6 of Regulation 2019/942 and Article 62 in Directive (EU) 2019/944 of the European Parliament and of the Council on common rules for the internal market for electricity and amending Directive 2012/27/EU (hereinafter referred to as "Directive 2019/944").

Article 35 (1) of Regulation 2019/943 provides that all transmission system operators (TSOs) of a system operation region shall submit, by 5 July 2020, a proposal for the establishment of regional coordination centers to the regulatory authorities which shall review and approve the proposal.

Article 6 (10) of Regulation 2019/942 states that, in the case of joint decisions for regulatory issues having effects on cross-border trade or cross-border system security, ACER is called upon to adopt the required decision where the regulatory authorities concerned fail to reach an agreement within six months or upon a joint request by the NRAs. The competent regulatory authorities may jointly request that the six-month period is extended by a period of up to six months.

Article 62 (1) (a) of Directive 2019/944 requires NRAs to consult and closely cooperate and coordinate with each other to approve the proposal for the establishment of regional coordination centers.

The RCC Proposal and Procedure

The TSOs' proposal was submitted to the NRAs and the last competent NRA received the proposal on 16 July 2020.

The TSOs proposed that the Nordic RCC would be established in Copenhagen, Denmark as a Danish public limited liability company ("aktieselskab").

According to the proposal Energinet, Fingrid, Svenska Kraftnät, and Statnett would own equally all the shares of the Nordic RCC. Kraftnät Åland would participate in the activities of the RCC with limited rights.

Since the RCC is formally entity established according to Regulation 2019/943 and Norway has not yet implemented the Clean Energy Package, the proposal also included a high level description concerning the situation where Statnett could not be a part of the Nordic RCC as owner on the same terms as the Nordic SOR TSOs.

NRAs are required to consult and closely cooperate and coordinate with each other to reach agreement and make decision within six months following the receipt of submission of the last competent NRA. The competent NRAs were required to agree on the proposal or request an amendment in accordance with article 35 (1) of Regulation 2019/943 and 6 (10) of Directive 2019/944 by 16 January 2021.

The competent NRAs agreed that they could not approve the proposal as submitted and therefore requested the TSOs to amend the proposal on 8 December 2020. NRAs requested TSOs to clarify procedures relating to Statnetts participation in case the legal status in Norway would change. Also, the NRAs requested the TSOs to make changes relating to the independence of the RCC when performing its tasks, to the delegation of tasks, and to liability issues.

The competent NRAs requested the TSOs to submit a revised proposal no later than two months after receiving the request from the last NRA.

The TSOs amended the RCC Proposal and submitted it for regulatory review and approval on 14 January 2021.

On 9 December 2020, the NRAs submitted a joint request to ACER to grant a six-month extension regarding the RCC Proposal, which, given the initial deadline of 16 January 2021, would defer the final deadline to 16 July 2021. Following ACER's Decision 01/2021 of 17 February 2021 to grant a six-month extension for the NRAs' regulatory approval of the RCC Proposal, the deadline to approve the TSOs' RCC Proposal expires on 16 July 2021. ACER will be competent to decide on the RCC Proposal if the NRAs have not been able to reach an agreement within this period or upon a joint request by the NRAs.

In order to clarify to a sufficient degree the situation governing Statnett, the Nordic SOR NRAs decided to send a request for additional input on the RCC Proposal to the TSOs on 30 April 2021. The NRAs requested the TSOs formulate more detailed rules for Statnett's participation in the Nordic RCC in case the legal situation would change either in EU or Norway.

The NRAs received the input from the TSOs on 20 May 2021.

NRAs' position

The NRAs acknowledge that the TSOs have improved the RCC Proposal compared to the original version submitted in July 2020. However, NRAs consider that the TSOs RCC Proposal submitted on 14 January 2021 including the input received from the TSOs on 20 May 2021, needed additional clarifications on procedures regarding potential exclusion and re-inclusion of Statnett to ensure compliance of the proposal with EU Energy legislation relevant to the proposal.

The Nordic NRAs agree that the conditions for approving the amended RCC proposal, with the adjustments provided by NRAs, are now considered fulfilled. Each NRA therefore agrees to approve the amended RCC proposal, including the adjustments as presented in the Annex IV.

Actions / conclusion

NRAs have assessed, consulted, and closely cooperated and coordinated to reach the agreement that the RCC Proposal, with adjustments, i.e. Annex IV to this position paper, meets the requirements of Regulation 2019/943 and as such can be approved by all Regulatory Authorities of the Nordic SOR.

NRAs must therefore, based on this agreement, make their national decisions by 16 July 2021, and notify ACER about their decisions. The RCC Proposal will be adopted upon the decision of the last NRA of the Nordic SOR concerned.

In the decisions by the Nordic SOR NRAs it will be stipulated that each TSO must respect the implementation deadlines provided in the RCC Proposal.

The Nordic SOR NRAs expect that the relevant Norwegian authority will issue a decision in accordance with national law addressed to Statnett replicating – *mutatis mutandis* – the above-mentioned decisions by DUR, EI, and EV.

Signatories

- Annex I – TSOs' proposal from July 2020
- Annex II – NRA's request for amendments from December 2020
- Annex III – TSOs' amended proposal from January 2021
- Annex IV- The final approved version including NRA's amendments to TSOs' amended proposal



Statnett

FINGRID

ENERGINET



SCHEDULE A TO RESPONSE TO THE NORDIC NRAS' REQUEST FOR INPUT (MAY 2021)

PROPOSAL FOR THE ESTABLISHMENT OF A REGIONAL COORDINATION CENTRE

FOR THE NORDIC REGION COMPRISING SWEDEN, DENMARK, NORWAY AND FINLAND

2 July 2020

amended as of 14 January 2021 per request by the NRAs
and

amended as of [*] 2021 per request by the NRAs

on behalf of the TSOs in Sweden, Denmark, Norway and Finland:

Affärsverket Svenska kraftnät, Energinet Elsystemansvar A/S, Statnett SF, Fingrid Oyj and Kraftnät Åland AB

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- Annex 5.1: Implementation Plan
- Annex 6.1: Articles of Association
- Annex 6.2: Rules of Procedure, including its appendix 3.2.3 (Guidelines to the Chief Executive Officer)

1. INTRODUCTION

- 1.1 Affärsverket Svenska kraftnät ("**Svenska kraftnät**"), Energinet Elsystemansvar A/S ("**Energinet**"), Statnett SF ("**Statnett**") and Fingrid Oyj ("**Fingrid**") are transmission system operators ("**TSOs**") and (directly or indirectly) owns, operates, maintains and develops the transmission grids of, respectively, Sweden, Denmark, Norway and Finland (except the Åland Islands). Svenska kraftnät, Energinet, Statnett and Fingrid are in the following collectively referred to as the "**Nordic TSOs**".
- 1.2 Kraftnät Åland AB ("**Kraftnät Åland**") is the TSO of the Åland Islands and owns, operates, maintains and develops the transmission grid supplying electricity for the Åland Islands. The transmission system operated by Kraftnät Åland is significantly different in size compared to the transmission systems operated by the four Nordic TSOs. Thus, Kraftnät Åland has a different organisational set-up and a different pool of resources. Kraftnät Åland is linked to Fingrid and the mainland of Finland through the "HVDC submarine cable connection ÅLink" owned by Kraftnät Åland and linked to Svenska kraftnät through DSO Vattenfall's regional network and AC submarine cable owned by Kraftnät Åland.
- 1.3 The Nordic TSOs are currently parties to a Cooperation Agreement regarding regional security coordination in the Nordic region, Nordic RSC dated as of 16 November 2016 (the "**Nordic RSC Agreement**"). The Nordic RSC Agreement sets forth the general framework for the cooperation between the Nordic TSOs for the establishment and operation of the Nordic Regional Security Coordinator (the "**Nordic RSC**") in the form of a joint office. Kraftnät Åland is not party to the Nordic RSC Agreement and does not participate in the Nordic RSC.
- 1.4 The Nordic RSC is, thus, not established as a corporation or other type of entity and, therefore, does not have a separate legal identity and, accordingly, does not own any assets or have any employees hired directly by the Nordic RSC. Instead, the Nordic TSOs own the assets used for carrying out the activities related to the Nordic RSC and employees employed by the Nordic TSOs are engaged with performing the activities of the Nordic RSC.
- 1.5 Pursuant to Regulation (EU) 2019/943 of 5 June 2019 on the internal market for electricity ("**EIReg**"), Article 35, the TSOs of a system operation region shall submit a proposal for the establishment of one or more regional coordination centres (each an "**RCC**") to the regulatory authorities concerned in accordance with the criteria and requirements set forth in EIReg. The RCCs shall have a legal form and shall replace the regional security coordinators established pursuant to the system operation guideline adopted on the basis of Article 18(5) of Regulation (EC) No. 714/2009 and shall enter into operation by 1 July 2022. The regional security coordinator for the Nordic region is the Nordic RSC.
- 1.6 On 6 April 2020, the European Agency for the Cooperation of Energy Regulators ("**ACER**") adopted its decision no. 10/2020 (the "**ACER decision**") on the definition of system operation regions. Pursuant to the ACER Decision a system operation region consisting of Sweden, Denmark and Finland (including the Åland Islands) (the "**Nordic SOR**") is established.
- 1.7 Consequently, the TSOs of the Nordic SOR, i.e. Svenska kraftnät, Energinet, Fingrid and Kraftnät Åland, are legally obliged to establish and participate in an RCC covering the Nordic SOR and the RCC covering the Nordic SOR shall replace the Nordic RSC. Notwithstanding the foregoing, the formal establishment of the RCC covering the Nordic SOR (as further described below) and participation therein by each of Svenska kraftnät, Energinet, Fingrid and Kraftnät Åland may be subject to approval by relevant national authorities once all relevant details of the RCC covering the Nordic SOR are final.

- 1.8 However, as Sweden, Denmark, Finland (including the Åland Islands) and Norway (collectively, the "**Nordic Region**") for a long time have constituted a synchronous area, as the grid in the Nordic Region is highly interconnected, and as the TSOs of the Nordic Region, i.e. Svenska kraftnät, Energinet, Fingrid, Kraftnät Åland and Statnett, have a broad and well-established cooperation within the Nordic Region and, *inter alia*, for many years have been parties to a system operation agreement, which was recently replaced by that certain System Operation Agreement between the Nordic Transmission System Operators dated 14 August 2019 (the "**SOA**"), therefore, in the interest of ensuring reliability, quality and efficiency and for purposes of establishing the best solutions for the Nordic Region as a whole, Svenska kraftnät, Energinet, Fingrid and Kraftnät Åland wish to include Statnett in the arrangements relating to the RCC for the Nordic SOR and thereby establish an RCC for the Nordic Region as a whole (the "**Nordic RCC**") and Statnett wishes to participate in the Nordic RCC.
- 1.9 Accordingly, Svenska kraftnät, Energinet, Fingrid and together with Statnett will in order to establish the Nordic RCC incorporate a company in the form of a Danish public limited liability company (in Danish "*aktieselskab*") which will be equally owned by Svenska kraftnät, Energinet, Fingrid and Statnett. All shares will have the same voting rights. Given the small size of Kraftnät Åland and given that Kraftnät Åland will not need the same level of services from the Nordic RCC as the Nordic TSOs, Kraftnät Åland will not own shares in the Nordic RCC but will participate in the Nordic RCC through contractual agreements with the Nordic TSOs and with the Nordic RCC. The participation of Kraftnät Åland in the Nordic RCC is further described in section 4.1.7.
- 1.10 It must be noted that at the date hereof, EIReg has not been adopted and implemented in Norway. Norway is pursuant to the Agreement on the European Economic Area entered into between the European Union and three of the four EFTA countries, Iceland, Lichtenstein, and Norway (collectively, the "**EEA EFTA Countries**"), as amended, legally obliged to adopt and implement EIReg in Norway subject to a decision by the EEA Joint Committee. However, at the date hereof, the adoption process between the EEA EFTA Countries and the European Union with respect to EIReg has not been agreed. Consequently, until the date of such adoption and implementation of EIReg in Norway, Statnett will participate in the Nordic RCC on a voluntary basis subject, however, to applicable Norwegian legislation and the terms of Statnett's licenses from the Norwegian authorities, and be a party to contractual agreements with Svenska kraftnät, Energinet, Fingrid and Kraftnät Åland setting forth the terms of Statnett's as well as the other TSOs' participation in the Nordic RCC. However, Statnett cannot by way of such agreements deviate from its obligations under applicable Norwegian legislation and the terms of its licenses from the Norwegian authorities.
- 1.11 Please refer to section 3.2.4 for a description of the contractual arrangements to be made between the Nordic TSOs and between the Nordic TSOs and the Nordic RCC. It is foreseen that regulatory approval in Norway may be necessary for Statnett to undertake such contractual arrangements and Statnett expects to obtain such approval, if applicable, from the Norwegian authorities in due time. Subject to the approval being obtained, Statnett has confirmed that Statnett can undertake the obligations set out in this proposal (including its annexes) (the "**Proposal**") and the Shareholder Agreement to be entered into between the Nordic TSOs, as further described in section 3.2.5. If the national circumstances change in Norway and it on that basis becomes clear that Statnett can no longer participate in the Nordic RCC on the terms which the other Participating TSOs are subject to, Statnett's participation in the Nordic RCC shall terminate with immediate effect.
- 1.12 On this basis, Svenska kraftnät, Energinet, Fingrid together with Statnett have jointly prepared this Proposal for the establishment of the Nordic RCC in accordance with EIReg. Kraftnät Åland has been involved in the preparation of this Proposal and agree to the role and participation of Kraftnät Åland set out in this Proposal.
- 1.13 This Proposal is structured pursuant to and describes the elements mentioned in Article 35(1)(a) - (g) of EIReg. Further, as the Nordic RCC at the date of this Proposal is not established as a company under Danish law, this

Proposal includes information on the expected process of establishing the Nordic RCC in order for the Nordic RCC to enter into operations by 1 July 2022 (the "**Operations Date**"). The process up until the Operations Date is in this Proposal referred to as the "implementation phase". Thus, the actual establishment of the Nordic RCC will be done as part of the implementation phase prior to the Operations Date. The expected steps for incorporating the Nordic RCC as well as the other steps of the implementation phase are set forth in the Implementation Plan, please refer to Annex 5.1.

- 1.14 The purpose of the Nordic RCC will be to carry out the mandatory tasks set out in EIReg and such additional tasks that the Nordic TSOs may agree to delegate to the Nordic RCC provided, of course, such additional tasks can legally be delegated to the Nordic RCC. The overall guiding principles for the Participating TSO while preparing this Proposal have among others been:
- (a) independence;
 - (b) transparency; and
 - (c) clear roles and lines of communication to ensure the foregoing.

For example, chairmanship of the management board (in this Proposal referred to as "Board of Directors") rotates and the chairperson and the Chief Executive Officer cannot have the same nationality (please refer to section 4.1). Further, since the Nordic RCC will interact with the Participating TSOs in their capacity of TSOs in order for the Nordic RCC to comply with EIReg and carry out its tasks (for example the Nordic RCC is dependent on receiving certain information from the Participating TSOs), the Participating TSOs want to establish a clear structure for this interaction and detailing how it shall be conducted. Also, the Participating TSOs find it supportive for the independence of the Nordic RCC that this cooperation is managed outside of the Board of Directors. Consequently, the Participating TSOs will establish a Cooperation Committee where the Participating TSOs and the Nordic RCC (via the Chief Executive Officer) are represented and interacts with a view to supply each other information as required under EIReg, see section 4.2.4 and generally to ensure that adequate efficient processes are established. The Cooperation Committee can provide recommendations to the Nordic RCC, but not instruct or otherwise affect the independence of the Nordic RCC.

2. CERTAIN DEFINITIONS

- 2.1 "ACER" shall have the meaning given to the term in section 1.6.
- 2.2 "ACER Decision" shall have the meaning given to the term in section 1.6.
- 2.3 "Annex" means an annex to this Proposal.
- 2.4 "Articles of Association" shall have the meaning given to the term in section 6.1.
- 2.5 "Backup RCC" means the RCC that will perform a task if the Main RCC cannot perform it.
- 2.6 "Baltic SOR" has the meaning set out in the ACER Decision.
- 2.7 "Board of Directors" shall have the meaning given to the term in section 4.1.2.1.
- 2.8 "CACM Regulation" means Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management.
- 2.9 "CCR" means a capacity calculation region as determined pursuant to Article 15 of the CACM Regulation.

- 2.10 "**CCR Nordic**" means the Nordic capacity calculation region as defined in Annex I to decision no. 06/2016 of ACER dated 17 November 2016 on the electricity transmission system operators' proposal for determination of capacity calculation regions.
- 2.11 "**Central Europe SOR**" has the meaning set out in the ACER Decision.
- 2.12 "**CEO Guidelines**" shall have the meaning given to such term in section 4.1.4.3.
- 2.13 "**CGM**" means common grid model.
- 2.14 "**CGMM**" means Common Grid Model Methodology.
- 2.15 "**Chairperson**" shall have the meaning given to such term in section 4.1.3.3.
- 2.16 "**Chief Executive Officer**" shall have the meaning given to the term in section 4.1.2.1.
- 2.17 "**Cooperation Agreement**" shall have the meaning given to the term in section 3.2.3.
- 2.18 "**Cooperation Committee**" shall have the meaning given to the term in section 4.2.4.
- 2.19 "**EEA EFTA Countries**" shall have the meaning given to such term in section 1.10.
- 2.20 "**Electricity Coordination Group**" means that certain Electricity Coordination Group set up pursuant to Commission Decision of 15 November 2012 setting up the Electricity Coordination Group (OJ C 353, 17.11.2012, p. 2).
- 2.21 "**EIReg**" shall have the meaning given to the term in section 1.5.
- 2.22 "**Energinet**" means Energinet Elsystemansvar A/S, Danish company registration no. 39314959.
- 2.23 "**ENTSO-E**" means the European Network of Transmission System Operators for Electricity.
- 2.24 "**ER Regulation**" means Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration.
- 2.25 "**FCA Regulation**" means Commission Regulation (EU) 2016/1719 of 26 September 2016 establishing a guideline on forward capacity allocation.
- 2.26 "**Fingrid**" means Fingrid Oyj, Finnish company registration no. 107289-3.
- 2.27 "**General Meeting**" shall have the meaning given to the term in section 4.1.4.1.
- 2.28 "**IGM**" means individual grid model.
- 2.29 "**Implementation Plan**" shall have the meaning given to the term in section 5.1.
- 2.30 "**Kraftnät Åland**" means Kraftnät Åland AB, Finnish company registration no. 1068562-1.
- 2.31 "**Main RCC**" means the RCC responsible for performing a task that is performed on a rotational basis.
- 2.32 "**Member State**" means a member state of the European Union.
- 2.33 "**Nordic RCC**" shall have the meaning given to the term in section 1.8.
- 2.34 "**Nordic Region**" shall have the meaning given to the term in section 1.8.
- 2.35 "**Nordic SOR**" shall have the meaning given to the term in section 1.6.
- 2.36 "**Nordic TSOs**" shall mean Fingrid, Svenska kraftnät, Statnett and Energinet, collectively.

- 2.37 "NRA" means a national regulatory authority.
- 2.38 "OPC" shall have the meaning given to the term in section 4.2.2.2.
- 2.39 "Operations Date" shall have the meaning given to the term in section 1.13.
- 2.40 "Participating TSO" shall mean each of Fingrid, Svenska kraftnät, Statnett, Energinet and Kraftnät Åland, individually and collectively.
- 2.41 "Proposal" shall mean this Proposal including the Annexes hereto.
- 2.42 "RCC" means a regional coordination centre established pursuant to Article 35 of EIReg.
- 2.43 "Service Agreement" shall have the meaning given to the term in section 3.2.4.
- 2.44 "Shareholder" shall mean each of Fingrid, Svenska kraftnät, Statnett and Energinet, individually and collectively.
- 2.45 "Shareholders' Agreement" shall have the meaning given to the term in section 3.2.4.
- 2.46 "SOA" shall have the meaning given to the term in section 1.8.
- 2.47 "SO Regulation" means Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation.
- 2.48 "SOR" means a system operation region.
- 2.49 "STA" shall have the meaning given to the term in section 4.2.2.3.
- 2.50 "Statnett" means Statnett SF, Norwegian company registration no. 962 986 633.
- 2.51 "Svenska kraftnät" means Affärsverket Svenska kraftnät, Swedish Government Agency registration no. 202100-4284.
- 2.52 "TSO" means a transmission system operator as defined in EIReg, Article 2 (53).

3. SEAT OF NORDIC RCC AND PARTICIPATING TSOS

3.1 The seat of the Nordic RCC

- 3.1.1 The Member State of the seat and the registered seat of the Nordic RCC shall be Denmark.

3.2 Participating TSOs

- 3.2.1 The TSOs that will be participating in the Nordic RCC are:

Svenska kraftnät
Energinet
Statnett
Fingrid
Kraftnät Åland

Svenska kraftnät, Energinet, Statnett, Fingrid and Kraftnät Åland are hereinafter collectively referred to as the "Participating TSOs".

- 3.2.2 Svenska kraftnät, Energinet, Fingrid and Statnett will participate in the Nordic RCC as shareholders and will equally own the shares of the Nordic RCC, as also mentioned in section 1.9. Svenska kraftnät, Energinet, Fingrid and Statnett will hereinafter collectively be referred to as the "**Shareholders**". All shares will have the same voting rights.
- 3.2.3 Kraftnät Åland will participate in the Nordic RCC through contractual agreements with the Shareholders and with the Nordic RCC, including a cooperation agreement between Kraftnät Åland, the Shareholders and the Nordic RCC (the "**Cooperation Agreement**"), as further described in section 4.1.7 below.
- 3.2.4 Statnett's participation in the Nordic RCC will as set out in section 1.10 and 1.11 initially and until adoption and implementation of EIReg in Norway be on a voluntary basis. Statnett will enter into a shareholders' agreement with the other Shareholders (the "**Shareholders' Agreement**") pursuant to which each of the Shareholders will be obliged to participate in the establishment of the Nordic RCC in full compliance with EIReg and applicable corporate law requirements. Thus, Statnett will contractually participate on equal terms as applicable to Svenska kraftnät, Energinet and Fingrid. Further, Statnett will (together with the other Shareholders) enter into a service agreement (the "**Service agreement**") pursuant to which the Nordic RCC will be obliged to perform the tasks pursuant to EIReg on behalf of and for Statnett (and the other Shareholders).
- 3.2.5 Apart from the Norwegian regulatory approval described in section 1.11, at the date of this Proposal, no restrictions that will impact Statnett's participation in the Nordic RCC as set out in this Proposal, the Shareholders' Agreement and the Service Agreement as regards the provision of information and the receipt of recommendations and advice have been identified in Norwegian legislation or Statnett's licenses. If and to the extent that such restrictions exist, regulatory approval as mentioned in section 1.11 is being denied, or Norwegian legislation and/or Statnett's licenses or EU legislation would have the effect that Statnett could not participate in the Nordic RCC on equal terms as applicable to the other Shareholders, Statnett's participation in the Nordic RCC will terminate with immediate effect at the time it becomes clear that any such restrictions exist, the regulatory approval is denied, or any amendments in Norwegian legislation and/or Statnett's licenses or EU legislation have the effect that Statnett cannot participate in the Nordic RCC on the terms which the other Participating TSOs are subject to. Such termination would not affect the obligations of the other Shareholders or Kraftnät Åland who in that case would still be obliged to participate in the Nordic RCC as set out mainly in the Shareholders' Agreement and the Cooperation Agreement thereby ensuring that none of the other Shareholders or Kraftnät Åland will assume any obligation that is contrary to EIReg and applicable regulations and ensuring that the requirements of EIReg will at all times be fulfilled. The overall process for such exclusion of Statnett as a shareholder in the Nordic RCC and the process for re-inclusion of Statnett as shareholder in the Nordic RCC is set out in [Annex 3.2.5](#) which also includes a description of Statnett's participation as a service recipient following such exclusion and until a potential re-inclusion as a shareholder.

4. ORGANISATIONAL, OPERATIONAL AND FINANCIAL ARRANGEMENTS

4.1 Organisational arrangements

4.1.1 Legal form and purpose of the Nordic RCC

- 4.1.1.1 The Nordic RCC will be established as a Danish public limited liability company (in Danish "*aktieselskab*") for an indefinite period of time. The establishment will be part of the implementation phase.

4.1.1.2 The purpose of the Nordic RCC will be to carry out pre- and post-operational coordination activities as specified in EIReg in the Nordic Region and other regions, as applicable, with a view to bring added value compared to tasks performed at national level. The Nordic RCC's purpose will include, without limitation:

- (a) performance of the tasks allocated to the Nordic RCC as stated in Articles 37(1), 38, 40, 41, 46 and 47 of EIReg; and
- (b) cooperation with other RCCs as stated in Article 38 of EIReg.

4.1.1.3 In order to satisfy its purpose as set out in section 4.1.1.2 above, the Nordic RCC will:

- (a) Enter into service agreements with the Participating TSOs and with other TSOs which will receive services from the Nordic RCC. Such service agreements will set forth the obligation of the Nordic RCC to deliver the tasks pursuant to EIReg and will likewise specify the service recipient's obligation in accordance with Article 37(3) of EIReg to provide the Nordic RCC with data and information necessary for the Nordic RCC to carry out its tasks.
- (b) Issue coordinated actions and recommendations, as applicable, in accordance with Article 42(2) and (3) of EIReg, and provide the Participating TSOs and other TSOs receiving services from the Nordic RCC with information necessary for them to implement the coordinated actions and recommendations in accordance with Article 37(4) of EIReg, as further described in section 4.2.2.
- (c) Share analysis and consult proposals with the Participating TSOs, relevant TSOs of other SORs, other RCCs and other relevant stakeholders in accordance with the procedure developed as described in section 7.2.

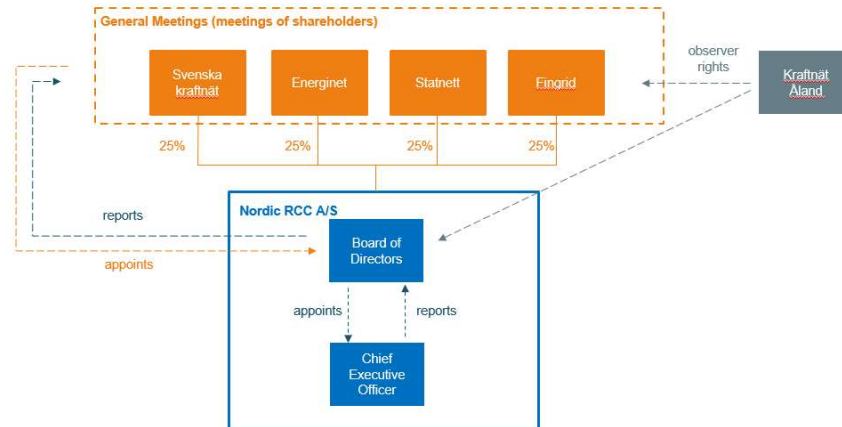
4.1.1.4 The Nordic RCC's tasks are further specified in section 4.2.1 below and the Nordic RCC's interface with the Shareholders, Kraftnät Åland and other TSOs receiving services from the Nordic RCC as well as other stakeholders is described further in section 4.2.2.

4.1.2 Governance structure

4.1.2.1 The Nordic RCC will be established with a two-tier governance structure in accordance with article 43 of EIReg:

- (a) a management board (the "**Board of Directors**") appointed by the Shareholders; and
- (b) a chief executive officer (the "**Chief Executive Officer**") appointed by the Board of Directors.

4.1.2.2 An illustration of the governance structure is set out below and will be described further below the illustration:



4.1.3 The Board of Directors

4.1.3.1 The Shareholders of the Nordic RCC will in accordance with corporate law appoint the members of the Board of Directors, as also mentioned above in section 4.1.2.1.

4.1.3.2 The Board of Directors is in accordance with applicable corporate law and Article 43(3) of EIReg responsible for:

- (a) the overall and strategic management of the Nordic RCC, including the determination of the overall objectives and strategies of the Nordic RCC;
- (b) drafting and endorsing the Articles of Association and Rules of Procedure of the Nordic RCC;
- (c) deciding upon and implementing the organisational structure of the Nordic RCC;
- (d) preparing and endorsing the annual budget of the Nordic RCC;
- (e) developing and endorsing the cooperative processes within and between the Nordic RCC and other RCCs;
- (f) appointing and dismissing the Chief Executive Officer of the Nordic RCC;
- (g) supervising the day-to-day management by the Chief Executive Officer of the Nordic RCC; and
- (h) any other matter that pursuant to Danish law is to be performed by the Board of Directors, unless such matter is a matter reserved specifically for determination by the Shareholders at the General Meeting.

The responsibilities of the Board of Directors will in accordance with Article 43(4) of EIReg exclude those that are related to the day-to-day activities of the Nordic RCC and the performance of its tasks.

4.1.3.3 The Board of Directors of the Nordic RCC shall consist of four (4) members appointed for a term of two (2) years. Each Shareholder shall appoint one (1) member to the Board of Directors. Re-election of a member of the Board of Directors is possible. The chairperson of the Board of Directors (the "**Chairperson**") is appointed by one of the Shareholders among the members of the Board of Directors for a term of two (2) years. Kraftnät Åland will participate in the Board of Directors as set out in section 4.1.7.

4.1.3.4 The work of the Board of Directors is detailed in the Rules of Procedure (please refer to Annex 6.2) which pursuant to Article 43(3)(a) of EIReg shall be drafted and endorsed by the Board of Directors. The Rules of Procedure are also a corporate law document required to be prepared for companies incorporated under Danish law. The

main purpose of the Rules of Procedure is to inform the members of the Board of Directors of their responsibilities and duties pursuant to applicable law, including corporate law and EIReg, and to describe the procedures for the work and meetings of the Board of Directors.

- 4.1.3.5 Any business transacted by the Board of Directors shall be decided by a majority of 3/4 votes, unless otherwise required by mandatory law.

4.1.4 Chief Executive Officer

- 4.1.4.1 The Board of Directors will in accordance with corporate law appoint the Chief Executive Officer, as also mentioned above in section 4.1.2.1.

- 4.1.4.2 The Chief Executive Officer is in accordance with applicable corporate law and Article 43(4) of EIReg responsible for:

- (a) the day-to-day activities of the Nordic RCC;
- (b) the performance of the tasks of the Nordic RCC; and
- (c) ensuring the operation of the cooperative processes in accordance with Article 38 of EIReg.

- 4.1.4.3 The Chief Executive Officer's responsibilities are detailed in written guidelines from the Board of Directors to the Chief Executive Officer (in Danish "*direktionsinstruks*") (the "**CEO Guidelines**"). The CEO Guidelines are a corporate law document generally prepared for companies incorporated under Danish law. The main purpose of the CEO Guidelines is to inform the Chief Executive Officer of his or her main responsibilities and duties pursuant to applicable law to clarify the division of duties between the Board of Directors and the Chief Executive Officer. The CEO Guidelines are developed by the Board of Directors to the Chief Executive Officer having due regard to the company's Articles of Association and applicable law (including corporate law and EIReg). For the avoidance of doubt, the CEO Guidelines will not contain details on how the Chief Executive Officer shall carry out the day-to-day management and will, therefore, not interfere with the Chief Executive Officer's performance of his or her duties and responsibilities and will also not interfere with the Chief Executive Officer's exclusive tasks as set out in EIReg.

4.1.5 Checks and balances

- 4.1.5.1 When performing their duties and responsibilities, the Board of Directors and the Chief Executive Officer must pursuant to applicable corporate law act in and take into consideration the interests of the Nordic RCC and not individual Shareholders' interests (if such interest is not a joint interest of the Shareholders). When determining what is in the interest of the Nordic RCC, due attention to its objects as set forth in section 4.1.1.2 must be made.

- 4.1.5.2 The Board of Directors and the Chief Executive Officer are subject to liability under Danish law. They are liable for losses incurred by the Nordic RCC or a third party if such losses are caused by their negligence or intentional misconduct while carrying out (or neglecting to carry out) their respective positions. The liability is personal and unlimited. Each member of the Board of Directors and the Chief Executive Officer is individually liable, but if more than one or more members of the Board of Directors and the Chief Executive Officer are liable for the same matter, the liability is joint and several. Any sound and reasonable business judgement made by the Board of Directors or the Chief Executive Officer (as the case may be) in the interest of the Nordic RCC, which later turns out not to have been a good decision (e.g. unwise, loss making etc.) will not impose liability on the Board of Directors or the Chief Executive Officer (as the case may be) provided that the decision has been made on an informed

basis. Thus, in general, decisions made on an informed basis and in the interest of the Nordic RCC will not impose liability on the Board of Directors or the Chief Executive Officer (as the case may be).

4.1.5.3 Accordingly, the Participating TSOs have considered that the general liability regime applicable under Danish law, together with the Rules of Procedure, CEO Guidelines and clear rules for cooperation in the Cooperation Committee, provides sound and sufficient checks and balances between the Participating TSOs and the Board of Directors and between the Board of Directors and the Chief Executive Officer, respectively. All with a view to ensure independence of the Nordic RCC.

4.1.6 General Meetings of Shareholders

4.1.6.1 The Shareholders will exercise their rights at general meetings of the Shareholders (each a "**General Meeting**"). At General Meetings the Shareholders can in accordance with applicable corporate law address and decide on:

- (a) the adoption of the annual accounts of the Nordic RCC;
- (b) the appropriation of profit or loss as covered in the annual accounts of the Nordic RCC;
- (c) subject to the mandatory requirements in EIReg, any amendments to the Articles of Association of the Nordic RCC;
- (d) the appointment of members to the Board of Directors of the Nordic RCC;
- (e) the appointment of the statutory auditor of the Nordic RCC; and
- (f) subject to the mandatory requirements in EIReg, any other matters that pursuant to the Articles of Association of the Nordic RCC, any applicable agreements between the Shareholders or applicable law shall and can be determined by the General Meeting.

4.1.6.2 The matters referred to in section 4.1.6.1 (a) - (e) above are matters that according to applicable corporate law are mandatory for the Shareholders to decide upon. Any decision made by the Shareholders must be made having due regard to applicable law (including EIReg). Consequently, the Shareholders cannot decide to amend the Articles of Association so that they will no longer be in compliance with applicable law and, thus, the Shareholders cannot through the Articles of Association interfere with the independence of the Board of Directors and the Chief Executive Officer in their determination of how to best carry out their duties and responsibilities.

4.1.6.3 With respect to matters referred to in section 4.1.6.1 (f) above, the Shareholders have decided that certain matters of material importance shall be decided by the Shareholders. These matters include decisions on dissolving the Nordic RCC, converting the Nordic RCC into a different legal form and decisions on a Shareholder's transfer of shares. These matters do not interfere with the responsibilities and duties of the Board of Directors and/or the Chief Executive Officer and, thereby, does not interfere with the independence of the Board of Directors and the Chief Executive Officer in their determination of how to best carry out their duties and responsibilities.

4.1.6.4 Any business transacted by the General Meeting shall be decided by a majority of 3/4 votes, unless otherwise required by mandatory law.

4.1.7 Participation of Kraftnät Åland

4.1.7.1 Kraftnät Åland's participation in the Nordic RCC will comprise the following:

- (a) the Cooperation Agreement referred to in section 3.2.3 setting forth the terms of cooperation between the Shareholders and Kraftnät Åland in relation to the Nordic RCC and the terms of Kraftnät Åland's participation in the Nordic RCC;
- (b) participation in the Cooperation Committee; and
- (c) a service agreement with the Nordic RCC setting forth the terms of the Nordic RCC's provision of services to Kraftnät Åland.

4.1.7.2 Pursuant to the terms of the Cooperation Agreement, Kraftnät Åland will be entitled to participate in the Board of Directors and at General Meetings as an observer without voting rights, however, with a right to speak and make proposals for matters to be discussed by the Board of Directors or at the General Meetings, as applicable. Accordingly, the observer appointed by Kraftnät Åland will be entitled to participate in the work of the Board of Directors on same terms as the members elected by the Shareholders, however, without a right to vote at board meetings. Further, Kraftnät Åland will be offered to participate in the work involving the operational interface between the Participating TSOs and the Nordic RCC as further described in section 4.2.4 (Cooperation Committee).

4.1.7.3 The Participating TSOs believe that these arrangements whereby Svenska kraftnät, Energinet, Fingrid and Statnett participate as shareholders in the Nordic RCC and Kraftnät Åland participates as service recipient with certain observation rights and the right to participate in the operational interface will satisfy the requirements on participation pursuant to EIReg in particular in light of the small size of Kraftnät Åland compared to the Shareholders and in light of the fact that participation can have other forms than mere shareholdings.

4.2 Operational arrangements

4.2.1 Tasks of the Nordic RCC

4.2.1.1 The Nordic RCC will perform the following mandatory tasks pursuant to EIReg:

- (a) coordinated capacity calculation according to Article 37(1)(a) of EIReg;
- (b) coordinated security analysis according to Article 37(1)(b) of EIReg;
- (c) creation of common grid models according to Article 37(1)(c) of EIReg;
- (d) support for TSOs' defence and restoration plans with regard to the consistency assessment according to Article 37(1)(d) of EIReg;
- (e) week-ahead to at least day-ahead regional system adequacy assessments and preparation of risk reducing actions according to Article 37(1)(e) of EIReg;
- (f) regional outage planning coordination according to Article 37(1)(f) of EIReg;
- (g) training and certification of staff working for the Nordic RCC according to Article 37(1)(g) of EIReg;
- (h) post-operation and post-disturbances analysis and reporting according to Article 37(1)(i) of EIReg;
- (i) regional sizing of reserve capacity according to Articles 6(7) and 37(1)(j) of EIReg;
- (j) calculation of the maximum entry capacity available for the participation of foreign capacity in capacity mechanisms according to Article 37(1)(o) of EIReg; and

- (k) identification of needs for new transmission capacity, for upgrade of existing transmission capacity or their alternatives according to Article 37(1)(p).

4.2.1.2 The Nordic RCC will perform the following non-mandatory task pursuant to EIReg:

- (a) facilitation of the regional procurement of balancing capacity according to Articles 6(8) and 37(1)(k) of EIReg.

4.2.1.3 At the date of this Proposal, the Participating TSOs will not request the following non-mandatory tasks pursuant to EIReg when the Nordic RCC enters into operation on the Operations Date:

- (a) support for the coordination and optimisation of regional restoration according to Article 37(1)(h) of EIReg; and
- (b) support in the optimisation of inter-transmission system operator settlements according to Article 37(1)(l) of EIReg.

4.2.1.4 At the date of this Proposal, the following non-mandatory tasks pursuant to EIReg have not been delegated to the Nordic RCC:

- (a) tasks related to the identification of regional electricity crisis scenarios according to Article 37(1)(m) of EIReg; and
- (b) tasks related to the seasonal adequacy assessments according to Article 37(1)(n) of EIReg.

4.2.1.5 The Shareholders will allocate the task of long-term capacity calculation to the Nordic RCC.

4.2.1.6 The responsibility and operation of tasks and services already performed by the Nordic RSC will be transferred to the Nordic RCC when the Nordic RCC enters into operations on the Operations Date.

4.2.2 Tasks performed on a pan-European rotational basis

4.2.2.1 The Nordic RCC may participate in a pan-European process carrying out the building of a common grid model ("**CGM**") on the basis of a pan-European rotation principle agreed at ENTSO-E level. The principles of this pan-European rotation for building of CGM are the following:

- (a) At least two RCCs shall participate in the CGM pan-European building process.
- (b) The organisational model related to participation in the CGM building process by the RCCs shall be based on a rotational principle on an agreed calendar date, with regular building and provision of a CGM by one Main RCC and one Backup RCC at all times.
- (c) Each RCC shall check the quality of the IGMs, according to Article 79(1) of the SO Regulation.
- (d) At least two merged common grid models will always be created in parallel for each scenario/timeframe/timestamp, one by the Main RCC and the other by the Back-up RCC.
- (e) During the regular process only one merged common grid model, delivered by the Main RCC, shall be officially marked as CGM. In case the Main RCC cannot perform the task of building the common grid model, the merged common grid model built by and delivered from the Backup RCC shall be marked as CGM.
- (f) All relevant tasks according to Article 37(1) of EIReg (both pan-European and regional) shall use as input the merged common grid model officially marked as CGM.

4.2.2.2 The Nordic RCC will participate in a pan-European process carrying out outage planning coordination ("**OPC**") on the basis of a pan-European rotation principle agreed at ENTSO-E level. The principles of this pan-European rotation for OPC are the following:

- (a) At least two RCCs shall participate in the OPC pan-European process.
- (b) The organisational model related to participation in the OPC pan-European process by the RCCs shall be based on a rotational principle on an agreed calendar date, with yearly and weekly merging of individual outage planning provided by TSOs by one Main RCC and one Backup RCC. The Main RCC shall check the quality of the merged individual outage planning provided by TSOs.
- (c) The organisational model related to participation in the coordination process of relevant assets by the RCCs shall be based on a rotational principle on an agreed calendar date, with identification and publication of the final list of relevant asset for coordination by one Main RCC and one Backup RCC.
- (d) In case the Main RCC cannot perform the task of outage planning coordination, the task will be carried out by the Backup RCC.

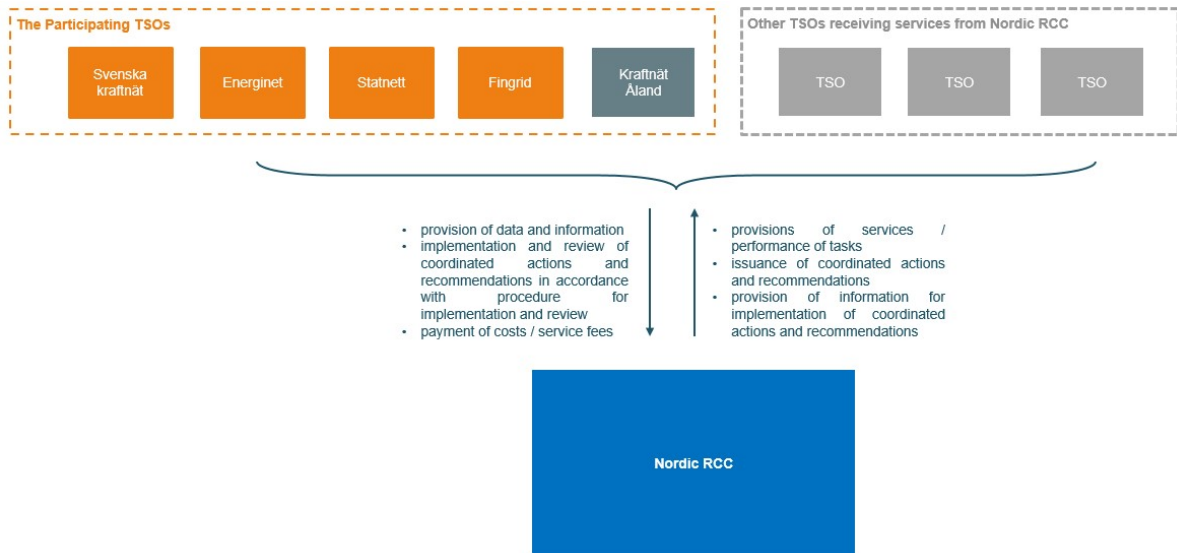
4.2.2.3 The Nordic RCC will participate in a pan-European process carrying out week ahead to at least day-ahead system adequacy forecasts ("**STA**") and preparation of risk reducing actions on the basis of a pan-European rotation principle agreed at ENTSO-E level. The principles of this pan-European STA rotation are the following:

- (a) At least two RCCs shall participate in the STA pan-European process.
- (b) The organisational model related to participation in the STA pan-European process by the RCCs shall be based on a rotational principle on an agreed calendar date, with a cross-regional adequacy assessment performed by one Main RCC and one Backup RCC to highlight at ENTSO-E level the situations where a lack of adequacy is expected. In case of lack of adequacy or if requested by a TSO, the Main RCC shall inform the relevant regional RCC to trigger the regional STA process.
- (c) In case the Main RCC cannot perform the task of system adequacy forecast and preparation of risk reducing actions, the task will be carried out by the Backup RCC.

4.2.2.4 The performance of the tasks referred to in sections 4.2.2.1 - 4.2.2.3 above based on a rotational principle aims to reinforce the process stability of the coordination tasks and to guarantee the operation of the tools in case of failure of one RCC.

4.2.3 Interface between Participating TSOs and the Nordic RCC

4.2.3.1 The Nordic RCC's interfaces with the recipients of its services are illustrated below and described below the illustration:



- 4.2.3.2 In carrying out its tasks the Nordic RCC will in accordance with Article 42 of EIReg issue coordinated actions and recommendations to the Participating TSOs and other TSOs receiving services from the Nordic RCC and provide the Participating TSOs and other TSOs receiving services from the Nordic RCC with information necessary for them to implement the coordinated actions and recommendations in accordance with Article 37(4) of EIReg and as also described in section 4.1.1.3.
- 4.2.3.3 Similarly, the Participating TSOs and other TSOs receiving services from the Nordic RCC shall in accordance with Article 37(3) of EIReg provide the Nordic RCC with information necessary for it to carry out its tasks.
- 4.2.3.4 The exchange of information and communication between the Nordic RCC and the Participating TSOs and other TSOs receiving services from the Nordic RCC will be described in a communication procedure that will be developed by the Nordic RCC prior to the Operations Date. All communication between the Nordic RCC and Participating TSOs, other TSOs receiving services from the Nordic RCC and other RCCs, as applicable, will be in English language.
- 4.2.3.5 The coordinated actions and recommendations shall pursuant to Article 42(2) and (3) of EIReg be implemented or followed by the Participating TSOs and other TSOs receiving services from the Nordic RCC, as applicable, except where the implementation of the coordinated action would result in violation of the operational security limits defined by the TSO. If a TSO decides not to implement a coordinated action for the reason that it would result in violation of its operational security limits, the TSO shall transparently report the detailed reasons to the Nordic RCC and the Participating TSOs without undue delay. If a TSO decides to deviate from a recommendation issued by the Nordic RCC, the TSO shall submit a justification for its decision to the Nordic RCC and the Participating TSOs without undue delay. The decision whether to implement a coordinated action or follow a recommendation in real time operation remains the responsibility of the Participating TSOs and other TSOs receiving services from the Nordic RCC, as applicable.
- 4.2.3.6 The implementation of coordinated actions and recommendations by the Participating TSOs shall follow the procedure developed for adoption and review of coordinated actions and recommendations. The procedure will be

developed in the implementation phase prior to the Nordic RCC entering into operations on the Operations Date as further described in section 7.3 below.

4.2.4 Cooperation Committee

4.2.4.1 Due to the high level of interfaces between the Nordic RCC and the Participating TSOs, the Participating TSOs will in order to support such interfaces establish a cooperation committee (the "**Cooperation Committee**"). The Cooperation Committee shall have an advisory role only and shall solely work to support the operational interfaces between the Nordic RCC and the Participating TSOs and will, thus, not interfere with the daily operations of the Nordic RCC or the work of the Chief Executive Officer.

4.2.4.2 The Cooperation Committee shall provide recommendations to the Nordic RCC on operational matters, including in particular the following operational matters:

- (a) the operational interfaces between the Nordic RCC and the Participating TSOs;
- (b) the development and implementation of IT systems relating to the interface and exchange of information with the Participating TSOs; and
- (c) the development and implementation of new tasks to be performed or services to be delivered by the Nordic RCC to the Participating TSOs which necessitates an operational interface between the Nordic RCC and the Participating TSOs.

4.2.4.3 In its work the Cooperation Committee shall consider how the Nordic RCC will work to best support the Participating TSOs in their implementation of coordinated actions and recommendations issued by the Nordic RCC.

4.2.4.4 The recommendations provided by the Cooperation Committee shall be taken into consideration by the Nordic RCC, however, the Nordic RCC is not obliged to follow the recommendations and can, thus, in its discretion deviate from the recommendations.

4.2.4.5 For the avoidance of doubt, the Cooperation Committee shall not replace the consultation with the Participating TSOs as described in section 7.2 below.

4.2.5 Operational management

4.2.5.1 The Chief Executive Officer will prepare business processes, operational procedures and instructions, as applicable, for the operations of the Nordic RCC for purposes of carrying out the tasks of the Nordic RCC.

4.2.5.2 These procedures will include the procedure for the interface with the Participating TSOs and other TSOs in the Nordic RCC receiving services from the Nordic RCC. The Participating TSOs shall, if and as relevant, implement the business processes, operational procedures and instructions for purposes of implementation of the coordinated actions and recommendations issued by the Nordic RCC.

4.2.6 Human resources

4.2.6.1 The Nordic RCC will engage the required competences and resources to carry out the tasks of the Nordic RCC. As the Nordic RCC is not established as a company yet and as the scope of all of the tasks of the Nordic RCC have not been defined yet, the Participating TSOs are only able to provide an estimate of the expected number of employees of the Nordic RCC. Accordingly, it is expected that the Nordic RCC will be equipped with approximately 35-45 full-time employees at the initiation of its operation, i.e. from the Operations Date. However, as

noted, this will be dependent on the scope of the tasks to be performed by the Nordic RCC as set out in existing network codes and guidelines and as will be set out in upcoming network codes and guidelines.

4.2.6.2 The personnel currently engaged with the performance of the activities of the Nordic RSC will be considered for the positions of the Nordic RCC. As the Nordic RSC is a joint office and thereby not a company, the personnel currently working for the Nordic RSC are employed by the TSOs participating in the Nordic RSC, i.e. Svenska kraftnät, Energinet, Fingrid and Statnett. The process of hiring qualified personnel for the Nordic RCC will be part of the implementation phase prior to the Operations Date.

4.2.6.3 The Nordic RCC may consider purchasing certain support services such as e.g. payroll services, IT-services etc. from third party service providers if and to the extent that the Nordic RCC deems that this is appropriate for the efficient and economic operation of the Nordic RCC. This decision will be made as part of the implementation phase or as part of the operations of the Nordic RCC, as appropriate.

4.2.6.4 It is the opinion of the Participating TSOs that the purchase of support services from third party service providers, e.g. certain IT-support services, will not have the effect that the Nordic RCC will not be in compliance with Article 45 of EIReg requiring the Nordic RCC to be equipped with all human, technical, physical and financial resources necessary for it to fulfil its obligations and carry out its tasks independently and impartially. Similar independence requirements apply to TSOs without this hindering the TSOs in purchasing third party support services. Staff for the performance of core services will be handled by the Nordic RCC and the potential purchase of services will only be considered for support services.

4.2.7 Technical and physical resources

4.2.7.1 The Chief Executive Officer will when relevant and as applicable define the requirements and develop specifications for the development and implementation of IT systems supporting the operations of the Nordic RCC. If IT-systems relate to the interface with the Participating TSOs and the exchange of information with the Participating TSOs, the Chief Executive Officer will consult - on an advisory basis only - with the Cooperation Committee in order for the Chief Executive Officer to consider any technical specifications and requirements relevant for this interaction.

4.2.7.2 The IT-systems, equipment and other assets currently used by the Nordic RSC are due to the Nordic RSC being a joint office owned by the TSOs participating in the Nordic RSC, i.e. Svenska kraftnät, Energinet, Fingrid and Statnett. As part of the implementation phase and for purposes of establishing the Nordic RCC as a company, Svenska kraftnät, Energinet, Fingrid and Statnett will transfer the necessary IT-systems, equipment and other assets to the Nordic RCC. The transfer will be in the form of a contribution in kind against shares or other type of contribution, sale or transfer.

4.2.7.3 To the extent that additional IT-systems, equipment and other assets are necessary for the Nordic RCC to carry out its tasks as of the Operations Date, the Shareholders will provide the necessary capital resources for the Nordic RCC to purchase such assets. Please refer to sections 4.3.1 on the establishment and funding of the Nordic RCC.

4.2.8 Audit, reporting and monitoring

4.2.8.1 The Shareholders will appoint an auditor to audit the annual report of the Nordic RCC in accordance with international generally accepted accounting principles.

- 4.2.8.2 The Chief Executive Officer will report on the financial and operational performance of the Nordic RCC to the Board of Directors on a quarterly basis or as deemed appropriate and the Board of Directors will report on the financial and operational performance of the Nordic RCC to the Shareholders as deemed appropriate by the Shareholders from time to time.
- 4.2.8.3 The Nordic RCC will in accordance with Article 46(2) of EIReg account for its costs in a transparent manner and report its costs to ACER and to the regulatory authorities in the Nordic Region.
- 4.2.8.4 The Nordic RCC will establish a process for continuous monitoring in accordance with Article 46(1) of EIReg. For the avoidance of doubt, the monitoring process shall allow the Chief Executive Officer to transparently and independently of the Shareholders, the Board of Directors, the Cooperation Committee and any other parties monitor and report on the outcome of the monitoring to relevant authorities as set out in section 4.2.8.5 below.
- 4.2.8.5 The Nordic RCC will in accordance with Article 46(3) of EIReg submit an annual report on the outcome of the monitoring and information on its performance to ENTSO-E, ACER, the regulatory authorities in the Nordic Region and the Electricity Coordination Group. In addition, the Nordic RCC will in accordance with Article 46(4) of EIReg report any shortcomings it identifies in the monitoring process to ENTSO-E, ACER, the regulatory authorities in the Nordic Region and other competent authorities of the Nordic Region responsible for the prevention and management of crisis situations.
- 4.2.8.6 The reports submitted by the Nordic RCC pursuant to section 4.2.8.5 above will in accordance with Article 46(5) of EIReg be made public.

4.3 Financial arrangements

4.3.1 Establishment and funding of the Nordic RCC

- 4.3.1.1 As part of the implementation phase, the Nordic RCC will be established as a public limited liability company by the Shareholders.
- 4.3.1.2 As mentioned above in section 4.2.7, it is expected that the technical and physical assets used by the Nordic RSC will be contributed in kind against shares or otherwise transferred to the Nordic RCC. With respect to human resources please refer to section 4.2.6.
- 4.3.1.3 The Shareholders will on a pro rata basis provide any additional capital required for the establishment of the Nordic RCC so that the Nordic RCC will have adequate equity and liquidity. Such capital will be provided primarily by way of equity contributions; however, shareholder loans may also be considered. The form of provision of additional capital by the Shareholders will be decided by the Shareholders and will be on equal terms for all Shareholders. All such contributions shall be subject to any necessary approvals, as applicable.

4.3.2 Financial resources

- 4.3.2.1 The operational costs of the Nordic RCC are expected to mainly consist of staff and staff related expenses (including IT expenses), corporate expenses (including expenses related to corporate services such as HR, HSE and legal services and auditing), IT business expenses (including for server capacity and IT application maintenance) and depreciation costs. The operational costs for the performance of the Nordic RCC's tasks and provision of services to the Shareholders will be invoiced on a cost plus basis by the Nordic RCC and divided equally between the Shareholders and, thereby, each Shareholder will pay 25% of such costs (including interest and principal payments on debt).

- 4.3.2.2 A third party that receives services from the Nordic RCC (e.g. Kraftnät Åland or TSOs of other SORs) will pay a fee for such services covering all expected costs incurred by the Nordic RCC in performance of its tasks on behalf of and delivery of services to such third party (e.g. costs of labour and other operational costs) with addition of a commercial margin to be determined. Third party service recipients will be invoiced either on a running basis, each quarter, biannually or annually as determined by the Nordic RCC from time to time.
- 4.3.2.3 The payments received from the Shareholders and third parties (such as e.g. Kraftnät Åland) will be considered revenue and treated accordingly in the financial accounts of the Nordic RCC.
- 4.3.2.4 Tasks carried out by the Nordic RCC on a rotational basis will be performed and invoiced, if applicable, in accordance with the principles decided on a pan-European level and thereby in accordance with the principles decided for other neighbouring RCCs and/or as decided in a contractual agreement entered into by the Nordic RCC in relation to such tasks carried out on a rotational basis. Such principles and arrangements will be developed as part of the implementation phase prior to the Operations Date.
- 4.3.2.5 To the extent that additional capital is deemed necessary for the operations of the Nordic RCC or for CAPEX investments (such as e.g. investment in an IT-system) the Nordic RCC will to the extent possible under applicable law receive cash contributions from the Shareholders by way of equity contributions and/or shareholder loans on a pro rata basis, or obtain loan facilities from financial institutions, as deemed appropriate by the Shareholders from time to time. The form of provision of additional capital by the Shareholders will be decided by the Shareholders and will be on equal terms for all Shareholders.

5. IMPLEMENTATION PLAN

- 5.1 The implementation plan for the Nordic RCC (the "**Implementation Plan**") includes the expected plans for establishing the Nordic RCC and implementation of the tasks to be performed by the Nordic RCC in order for the Nordic RCC to enter into operation no later than on the Operations Date (1 July 2022). Please refer to the Implementation Plan, enclosed as [Annex 5.1 \(Implementation Plan\)](#).
- 5.2 The tasks referred to in Article 37(1)(a) - (f) of EIReg will be implemented according to existing regulations, including but not limited to the CACM Regulation, the SO Regulation, the ER Regulation and related methodologies developed at pan-European and CCR Nordic level.
- 5.3 The tasks referred to in Article 37(1)(g) - (p) of EIReg will be implemented in accordance with the requirements set forth in section 7 of this Proposal and in the Implementation Plan.
- 5.4 The Participating TSOs will inform the NRAs on updates of the Implementation Plan every six (6) months following the approval of this Proposal.

6. STATUTES AND RULES OF PROCEDURE OF THE NORDIC RCC

- 6.1 Please refer to the statutes of the Nordic RCC, enclosed as [Annex 6.1 \(Articles of Association\)](#) (the "**Articles of Association**").
- 6.2 Please refer to the rules of procedure, enclosed as [Annex 6.2 \(Rules of Procedure\)](#) (the "**Rules of Procedure**").

7. COOPERATIVE PROCESSES WITHIN THE NORDIC RCC AND BETWEEN THE NORDIC RCC AND OTHER REGIONAL COORDINATION CENTRES

7.1 Working arrangements

7.1.1 The Nordic RCC will in accordance with Articles 38(a) and 39 of EIReg develop working arrangements to address planning and operational aspects related to the tasks to be carried out by the Nordic RCC and a process for the revision of such working arrangements. The working arrangements will be developed as part of the implementation phase.

7.1.2 When developing the working arrangements, the Nordic RCC will consider the guidance already included in existing and upcoming methodologies and other relevant contractual frameworks, including:

- (a) For tasks pursuant to Article 37(1)(a) of EIReg, the Nordic RCC will refer to:
 - (i) The Capacity Calculation Methodology for Day-Ahead and Intraday in accordance with Articles 20 and 21 of the CACM Regulation of the CCRs covered by the Nordic Region or of the CCR being an interface for the Nordic Region; and
 - (ii) Any relevant existing contractual framework (e.g. the SOA) relating to capacity calculation covering the Nordic Region or any CCR being an interface for the Nordic Region.
- (b) For tasks pursuant to Article 37(1)(b) of EIReg, the Nordic RCC will refer to:
 - (i) The Methodology for Coordinating Operational Security Analysis in accordance with Article 75 of the SO Regulation;
 - (ii) Each Methodology for Regional operational Security Coordination in accordance with Article 76 of the SO Regulation of each CCRs covered by the Nordic Region or of the CCRs being an interface for the Nordic Region; and
 - (iii) Any relevant existing contractual framework (e.g. the SOA) relating to operational planning covering the Nordic Region or any CCR being an interface for the Nordic Region.
- (c) For tasks pursuant to Article 37(1)(c) of EIReg, the Nordic RCC will refer to:
 - (i) The Common Grid Model Methodology in accordance with Article 17 of the CACM Regulation (CGMM-v1-plus);
 - (ii) The Common Grid Model Methodology in accordance with Article 18 of the FCA Regulation (CGMM-v2-plus); and
 - (iii) The Common Grid Model Methodology version 3 in accordance with Article 67(1) and 70(1) of the SO Regulation (CGMM-v3); or
 - (iv) Any document (Common Grid Model Methodology) that supersedes one (or more) of the three versions of the Common Grid Model Methodology referred to above; and
 - (v) Any relevant existing contractual framework or procedures (e.g. ENTSO-E procedures) relating to common grid methodology covering the Nordic Region or any CCR being an interface for the Nordic Region.

- (d) For tasks pursuant to Article 37(1)(d) of EIReg, the Nordic RCC will refer to the consistency assessment of the system defence plan and the restoration plan in accordance with Article 6 of the ER Regulation.
- (e) For tasks pursuant to Article 37(1)(e) of EIReg, the Nordic RCC will refer to:
 - (i) The Methodology for short-term and seasonal adequacy assessment in accordance with Article 8 of Regulation 941/2019 of 5 June 2019 on risk-preparedness in the electricity sector and repealing Directive 2005/89/EC; and
 - (ii) Any relevant existing contractual framework (e.g. the SOA) relating to adequacy forecasts covering the Nordic Region or any CCR being an interface for the Nordic Region.
- (f) For tasks pursuant to Article 37(1)(f) of EIReg, the Nordic RCC will refer to:
 - (i) The Methodology for Assessing the relevance of assets for outage coordination in accordance with Article 84 of the SO Regulation; and
 - (ii) Any relevant existing contractual framework (e.g. the SOA) relating to outage planning coordination covering the Nordic Region or any CCR being an interface for the Nordic Region.
- (g) For tasks pursuant to Article 37(1)(o) of EIReg, the Nordic RCC will refer to the methodology for calculating the maximum entry capacity for cross-border participation in accordance with Article 26(11) of EIReg.
- (h) For tasks pursuant to Article 37(1)(g), (i), (j), (k) and (p) of EIReg, the Nordic RCC will refer to the proposal to be developed by ENTSO-E and, in addition, for tasks pursuant to Article 37(1)(p), the Nordic RCC will develop working arrangements if requested by Participating TSOs.
- (i) For tasks pursuant to Article 37(1)(h) and (l) of EIReg, the Nordic RCC will develop relevant working arrangements if and to the extent that such tasks will be requested by the Participating TSOs or other TSOs receiving services from the Nordic RCC, as applicable. The Nordic RCC will refer to any applicable methodologies when developing such working arrangements. As mentioned in section 4.2.1.2, at the date of this Proposal, the Participating TSOs will not request these tasks when the Nordic RCC enters into operation on the Operations Date.
- (j) For tasks pursuant to Article 37(1)(m) and (n) of EIReg, the Nordic RCC will develop relevant working arrangements if and to the extent that such tasks are delegated to the Nordic RCC. The Nordic RCC will refer to any applicable methodologies when developing such working arrangements. As mentioned in section 4.2.1.4, at the date of this Proposal, the tasks have not been delegated to the Nordic RCC.

7.1.3 In accordance with Article 4 of Annex I of the ACER Decision, for long-term capacity calculation, the Nordic RCC will refer to the capacity calculation methodology for long-term time frames pursuant to Article 10 of the FCA Regulation of the CCRs covered by the Nordic SOR or of the CCRs being an interface for the Nordic SOR.

7.1.4 When developing the working arrangements for rotational tasks carried out on a pan-European level, the Nordic RCC will consider the principles defined for each rotational task as set out in section 4.2.2 above and will further consider in particular the principles for determining the RCCs carrying out the rotational tasks, the status of each participating RCC (i.e. the Main RCC or the Backup RCC), the rotation periods and the organisation of the succession between two successive rotation periods.

7.1.5 The Nordic RCC will ensure that the working arrangements in accordance with Article 39(2) of EIReg will contain rules for the notification of concerned parties and as described in section 7.2 below.

7.2 Consultation procedure

7.2.1 In its daily operational duties, the Nordic RCC will share analysis and consult proposals for working arrangements with:

- (a) The Participating TSOs in accordance with relevant methodologies as referred to in section 7.1.2 above.
- (b) The TSOs or RCC(s) of the Baltic SOR in accordance with Article 4(1) of Annex I of the ACER Decision, relevant cross-regional methodologies and any applicable cross-regional procedures and agreements, including:
 - (i) Baltic capacity calculation methodologies pursuant to Articles 20 and 21 of the CACM Regulation and Article 10 of the FCA Regulation;
 - (ii) Baltic common methodology for coordinated redispatching and countertrading pursuant to Articles 35 of the CACM Regulation and Baltic common methodology for redispatching and countertrading cost sharing, pursuant to 74 of the CACM Regulation, if relevant;
 - (iii) Methodology for Coordinating Operational Security Analysis in accordance with Article 75 of the SO Regulation;
 - (iv) Baltic common provisions for regional operational security coordination pursuant to Article 76 of the SO Regulation;
 - (v) Common grid model methodology pursuant to Articles 67 and 70 of the SO Regulation;
 - (vi) Baltic Regional Outage Coordination according to Articles 80 and 83 of the SO Regulation; and
 - (vii) Any other relevant methodologies, applicable procedure, cooperative processes etc. established for the coordination of the bidding zone borders adjacent to the Baltic SOR and the Nordic SOR pursuant to Article 38 of EIReg.
- (c) The TSOs or RCCs of the Central Europe SOR in accordance with Article 4(3) of Annex I of the ACER Decision, relevant cross-regional methodologies and any applicable cross-regional procedures and agreements, including:
 - (i) Hansa Capacity Calculation Methodology pursuant to Articles 20 and 21 of the CACM Regulation and Article 10 of the FCA Regulation;
 - (ii) Hansa methodology for coordinated redispatching and countertrading and Hansa methodology for redispatching and countertrading cost sharing, pursuant to Articles 35 and 74 of the CACM Regulation;
 - (iii) Methodology for Coordinating Operational Security Analysis in accordance with Article 75 of the SO Regulation;
 - (iv) Hansa Coordinated Security Analysis Methodology pursuant to Article 76 of the SO Regulation;
 - (v) Hansa Regional Outage Coordination in accordance with Articles 80 and 83 of the SO Regulation;
 - (vi) Common Grid Model Methodology pursuant to Articles 67 and 70 of the SO Regulation; and

(vii) Any other relevant methodologies, applicable procedures, cooperative processes etc. established for the coordination of the relevant bidding zone borders adjacent to the Nordic SOR and to the Central Europe SOR pursuant to Article 38 of EIReg.

(d) Relevant national regulatory authorities ("**NRAs**") and other stakeholders in accordance with requirements described in the SO Regulation, the CACM Regulation, the FCA Regulation and the ER Regulation or other applicable methodologies.

7.2.2 The Nordic RCC will in accordance with Articles 38(b) and 40 of EIReg develop a procedure to organise an appropriate and regular consultation of the Participating TSOs, other TSOs and RCCs, NRAs and other relevant stakeholders. The consultation procedure will be developed as part of the implementation phase.

7.2.3 When developing the consultation procedure in accordance with section 7.2.2, the Nordic RCC will consider:

- (a) Consultations of proposals to revise working arrangements will be carried out in good faith and in the spirit of cooperation and the Nordic RCC shall seek to find solutions that do not violate operational security limits or restore them and that minimise costs.
- (b) The Nordic RCC will submit a proposal to the Participating TSOs and/or any stakeholders that the Nordic RCC considers relevant for the proposal in question. Dependent on the proposal, relevant stakeholders may include other affected RCCs, other affected TSOs (including interconnector TSOs, if applicable) and affected NRAs where regulatory issues need to be addressed. The Nordic RCC will share with the relevant parties its analysis of the rationale of its proposal.
- (c) If the recipients of the proposal from the Nordic RCC agree that the proposal necessitates an update of a methodology, the process to amend such methodology shall be compliant with the provisions for amendments written down in relevant network codes or guidelines.
- (d) The proposal from the Nordic RCC shall include a timeline for implementation.
- (e) Within one (1) month or such longer or shorter period as the Nordic RCC may deem appropriate, the recipients of the proposal shall in writing approve, object to or table an amendment to the proposal. Where an objection is raised, an explanatory response shall be provided setting out the reasons for the objection.
- (f) The Nordic RCC shall take into account responses from all recipients as set out in sub-section (e) above and produce a final proposal for approval by the Board of Directors. Upon approval by the Board of Directors, the amended working arrangements will be implemented by the Nordic RCC.

7.3 Procedure for adoption and review of coordinated actions and recommendations

7.3.1 The Nordic RCC will issue coordinated actions and recommendations to the TSOs for whom the Nordic RCC performs tasks, including the Participating TSOs. In accordance with Article 42(2), 1st subparagraph of EIReg, the Participating TSOs receiving tasks pursuant to Article 37(1)(a) and (b) of EIReg, shall implement a coordinated action issued by the Nordic RCC except where the implementation of the coordinated action would result in a violation of the operational security limits defined by the Participating TSO in accordance with the system operation guideline adopted on the basis of Article 18(5) of Regulation (EC) No. 714/2009. If a Participating TSO decides not to implement a coordinated action, it shall transparently report the detailed reasons to the Nordic RCC and the other Participating TSOs without undue delay. Such reporting will induce a review of the coordinated action and

the Nordic RCC shall assess the impact of the decision on the other Participating TSOs and may propose a different set of coordinated actions. The Nordic RCC is, though, not required to amend the coordinated action and a Participating TSO's non-implementation or request for review of a coordinated action shall not suspend the coordinated action except where the implementation hereof would result in a violation of the operational security limits.

7.3.2 The Participating TSOs will in accordance with Articles 38(c) and 42 of EIReg develop a procedure for the adoption and review of coordinated actions and recommendations. The procedure will be developed as part of the implementation phase.

7.3.3 The procedure for the adoption and review of coordinated actions and recommendations will be developed according to applicable methodologies and Article 42 of EIReg. When developing the procedure, the Participating TSOs will, in addition to any relevant provisions set out in applicable methodologies, consider the following guidance:

- (a) For tasks referred to in Article 37(1)(a) and (b) of EIReg, before the Nordic RCC issues a coordinated action the Nordic RCC shall consider whether the coordinated action proposed by the Nordic RCC is expected to be secure, reliable and efficient in accordance with:
 - (i) Articles 35(5) and 42(2) of EIReg;
 - (ii) Article 26 of the CACM Regulation;
 - (iii) Article 17 of the methodology for coordinating operational security analysis developed in accordance with Article 75 of the SO Regulation; and
 - (iv) the methodologies for capacity calculation and regional operational security coordination developed for CCR Nordic and CCR Hansa in accordance with Article 76 of the SO Regulation.
- (b) Before the Nordic RCC issues a coordinated action for one or more tasks referred to in Article 37(1)(c) - (p) of EIReg (to the extent the Nordic RCC has been granted the competence in accordance with Article 42(6) of EIReg), the Nordic RCC shall consider whether the coordinated action proposed by the Nordic RCC is expected to be secure, reliable and efficient in accordance with Articles 35(5) and 42(2) of EIReg.
- (c) TSOs receiving services from the Nordic RCC are entitled to request a review of a coordinated action or recommendation issued by the Nordic RCC.
- (d) When one or more TSOs triggers a review of a coordinated action or recommendations, such TSOs shall provide an explanation of the reasons for such review to the Nordic RCC and any other affected TSOs.
- (e) The Nordic RCC shall review the coordinated action or recommendation, as applicable, and shall without undue delay confirm or modify the coordinated action or recommendation, as applicable.
- (f) The methodologies and procedures developed for tasks referred to in Article 37(1) of EIReg shall be in line with the provisions of Article 42 of EIReg.
- (g) The Nordic RCC shall consult with RCCs of other SORs on coordinated actions and recommendations. When consulting with RCCs of other SORs, the Nordic RCC shall determine coordinated actions and recommendations that are secure, reliable and efficient.

- (h) For any task carried out by the Nordic RCC, all relevant TSOs and RCCs shall ensure that all relevant information is shared with the TSOs and RCCs affected by the coordinated action or recommendation, in particular:
 - (i) the reason for refusing a coordinated action or recommendation; and
 - (ii) how the coordinated action or recommendation has been modified by the Nordic RCC.

7.3.4 The Nordic RCC shall pursuant to Article 46(1) of EIReg monitor the coordinated actions and recommendations issued by it in accordance with the process for monitoring that will be developed by the Nordic RCC as part of the implementation phase as described in section 4.2.8.4. Additionally, the Nordic RC shall pursuant to Article 46(3) of EIReg report on the outcome of its monitoring as further described in section 4.2.8.5.

8. ARRANGEMENTS CONCERNING LIABILITY OF THE NORDIC RCC

- 8.1 The Nordic RCC will be a limited liability company conducting an activity which under certain specific circumstances may lead to the Nordic RCC being liable for a loss incurred by a third party. Such third party can e.g. be the Nordic RCC's Shareholders, other recipients of the Nordic RCC's services (e.g. Kraftnät Åland, other TSOs or RCCs etc.) and/or (indirectly) the end-users. The Shareholders are in general not liable for the acts and omissions of the Nordic RCC. Their risk is (theoretically) limited to the amount invested in the Nordic RCC as equity or loans.
- 8.2 On this basis, the Shareholders have decided on the financial arrangements described in section 4.3 above to ensure that the Nordic RCC will be able to satisfy any claims as they become due. Further, the Nordic RCC will to the extent possible and commercially reasonable take out an insurance to cover its liability.
- 8.3 The Nordic RCC's liability towards TSOs and RCCs who receive services from the Nordic RCC (including the Participating TSOs) will be governed by the provisions set out in a service agreement between the Nordic RCC and the relevant third party (or in a separate mutual hold harmless agreement).
- 8.4 The Participating TSOs are considering and will as part of the implementation phase further clarify with the neighbouring RCCs whether it will be feasible to introduce a liability regime similar to what is commonly used offshore and often referred to as the "knock-for-knock" principle. This would mean that the Nordic RCC and the other party (each in such respect the "Indemnifying Party") will waive, indemnify and hold the other party (each in such respect the "Indemnified Party") harmless from and against any loss, damage and/or expense arising out of the services rendered by the RCC leading to a claim for loss of the Indemnifying Party except when such claim is the result of the Indemnified Party's gross negligence or wilful misconduct. If, as an example, the service performed by the Nordic RCC leads to a loss of the Participating TSOs, the Participating TSOs will not be entitled to claim payment of the loss from the Nordic RCC, unless the loss is the result of the Nordic RCC's gross negligence or wilful misconduct. Similarly, if the services performed by a neighbouring RCC leads to a loss of the Nordic RCC, the Nordic RCC will not be entitled to claim payment of the loss from the neighbouring RCC, unless the loss is the result of the neighbouring RCC's gross negligence or wilful misconduct.
- 8.5 With respect to claims from third parties other than the Participating TSOs, the Nordic RCC, other RCCs and other TSOs, the Participating TSOs are considering handling such claims as follows: Party A (the "Indemnifying Party") shall defend, indemnify and hold harmless Party B, and Party B (the "Indemnifying Party") shall defend, indemnify and hold harmless Party A from and against any loss, damage and/or expense arising out of a claim for loss of or other claims from third parties if (i) they arise out of the services rendered by the Nordic RCC and (ii) to the extent caused by the Indemnifying Party. The Participating TSOs are considering introducing a liability cap for this type of indemnification.

- 8.6 The application of the proposed "knock-for-knock" principle will, to the extent agreed with neighbouring RCCs and TSOs, apply between the Nordic RCC and parties having a contractual relationship with the Nordic RCC in which the parties have agreed to apply this liability regime. The Nordic RCC's liability towards non-contractual parties (such as e.g. end-users) will be based on applicable tort law. The Danish tort law regime is a "fault-based" liability regime where the party who by its acts or omissions have caused a documented loss will be liable for such loss if it was caused by the party's negligence or wilful misconduct and the loss was a reasonable foreseeable consequence of the act or omission (in Danish "*adækvat følge*").
- 8.7 The potential liability of the Nordic RCC will be considered when determining the fee that a recipient of services from the Nordic RCC shall pay. As described in section 4.3.2.1, the fee paid by the Participating TSOs will be determined on a cost plus basis where e.g. the costs of insurance (if available) will be considered when determining the fee. The fee paid by other TSOs receiving services from the Nordic RCC will as described in section 4.3.2.2 be determined based on the expected costs incurred by the Nordic RCC in performing its tasks for such TSOs. Thus, the risk of liability is also an element for consideration when determining the fee.
- 8.8 The Nordic RCC will in connection with its regular reporting to the NRAs and as otherwise agreed with the NRAs report to the NRAs on the application of the knock-for-knock principle, including the liability which the Nordic RCC has incurred towards the Participating TSOs (and other parties with whom the Nordic RCC has agreed to apply the knock-for-knock principle) and the liability which a Participating TSO has incurred towards the Nordic RCC and the other Participating TSOs.

9. TASKS PERFORMED ON A ROTATIONAL BASIS WITHIN THE NORDIC SOR

- 9.1 It is not contemplated that two RCCs will be maintained on a rotational basis within the Nordic SOR. Consequently, this Proposal does not include a description of tasks performed on a rotational basis.

10. CONTACT PERSONS

In case of any questions to the Proposal, please contact:

- Svenska kraftnät: Niclas Damsgaard
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SCHEDULE B

PROPOSED ANNEX 3.2.5 TO PROPOSAL

1. PROCESS FOR EXCLUSION OF STATNETT AS SHAREHOLDER

1.1 Triggering Event. The process for exclusion is triggered by one of the following events (each an "**Exclusion Event**"):

- (i) applicable Norwegian legislation or regulation that entail restrictions to or otherwise affect Statnett's ability to participate as a shareholder in the Nordic RCC on the same terms as the other shareholders;
- (ii) conditions in Statnett's licenses that entail restrictions to or otherwise affect Statnett's ability to participate as a shareholder in the Nordic RCC on the same terms as the other shareholders; or
- (iii) applicable EU legislation or amendments to EU legislation that entail restrictions to or otherwise affect Statnett's ability to participate as a shareholder in the Nordic RCC on the same terms as the other shareholders.
- (iv) any other event that entails restrictions to or otherwise affect Statnett's ability to participate as a shareholder in the Nordic RCC on the same terms as the other shareholders

1.2 Triggering Parties. The following parties (each a "**Triggering Party**") shall be entitled to initiate the process for exclusion of Statnett as shareholder in the Nordic RCC upon the occurrence of an Exclusion Event:

- (i) the Nordic SOR NRAs (i.e. the Danish Utility Regulator (Forsyningstilsynet), the Finnish Energy Authority (Energiavirasto), the Swedish Energy Markets Inspectorate (EI) and the Åland Energy Authority (Ålands Energimyndighet))
- (ii) the relevant Norwegian Authority
- (iii) each of the Nordic SOR TSOs (i.e. Energinet, Fingrid, Svenska kraftnät and Kraftnät Åland)
- (iv) Statnett and
- (v) the Nordic RCC.

The parties listed in items (i)-(ii) are referred to as "**NRA Triggering Parties**" and the parties listed in items (iii)-(v) are referred to "**TSO Triggering Parties**".

1.3 Exclusion Process. The overall process for the potential exclusion of Statnett is envisaged to include the following steps, subject to the following limitations: The Triggering Parties (i), (iii), and (v) can initiate the process following one of the Exclusion Events (iii) or (iv). The Triggering Parties (ii), and (iv) can initiate the process following one of the Exclusion Events (i), (ii), or (iv)

- (i) Upon the occurrence of an Exclusion Event, each TSO Triggering Party is entitled to initiate the exclusion process by giving written notice to the other TSO Triggering Parties (an "**Exclusion Notice**"). The Nordic TSOs assume that an NRA Triggering Party will similarly inform and initiate a consultation with the Nordic RCC and/or the relevant Nordic TSOs, as applicable. Subject to applicable law, the process set out in this Schedule 3.2.5 shall apply *mutatis mutandis* in case it is an NRA Triggering Party that initiates an exclusion process.
- (ii) Upon receipt of such Exclusion Notice, the Nordic TSOs shall without undue delay form a joint response on the potential exclusion of Statnett as a shareholder in the Nordic RCC. The joint response shall be

submitted to the Nordic SOR NRAs and the relevant Norwegian Authority and shall be taken into consideration by the Nordic SOR NRAs or the Norwegian NRA or any other relevant Norwegian authority who shall assess and decide on the ability for Statnett to participate in the Nordic RCC as a shareholder, as applicable.

- (iii) Upon receipt of the Exclusion Notice, if deemed relevant by the Nordic TSOs, an auditor or other advisor shall be engaged to advise on the optimal structure for the redemption or transfer of Statnett's shares and/or to advise on the repayment or transfer of any shareholder loans (if any) in order to be able to complete such redemption or transfer of shares and repurchase or transfer of shareholder loans (if any) as soon as possible upon receipt of a final decision by either the Nordic SOR NRAs or the relevant Norwegian Authority, as applicable, on Statnett's ability to participate in the Nordic RCC as a shareholder.
- (iv) Upon final decision by the Nordic SOR NRAs that Statnett shall no longer participate in the Nordic RCC as a shareholder, the Nordic TSOs shall cause that Statnett's shares in the Nordic RCC is transferred to the other Nordic TSOs who hold shares in the Nordic RCC or is otherwise redeemed and that any shareholder loans are repaid or otherwise transferred to the other Nordic TSOs who hold shares in the Nordic RCC as further specified in section 1.4 below. Pending completion of such transfers of shares, shareholder loans etc., Statnett waives its governance rights as shareholder of the Nordic RCC and can thus not vote or otherwise participate to exercise its governance rights, including voting rights in the Nordic RCC.
- (v) Upon final decision by the Nordic SOR NRAs that Statnett shall continue to participate in the Nordic RCC as a shareholder, Statnett's participation in the Nordic RCC will continue as has previously been the case.

- 1.4 Redemption of shares and repayment of shareholder loans. Upon a decision to exclude Statnett as shareholder in the Nordic RCC and subject to having obtained relevant and mandatory approvals, the Nordic TSOs shall immediately initiate a process for having Statnett's shareholding redeemed, purchased or otherwise transferred to the other Nordic TSOs in proportion to their respective shareholdings. To the extent that any shareholder loan has been granted, such loan shall be repaid or otherwise transferred to the other Nordic TSOs. To the extent it is deemed relevant by the Nordic TSOs and not already initiated (cf. above), the Nordic TSOs shall engage an auditor or other advisor to advise on the optimal structure for the redemption or transfer of Statnett's shares and/or the repayment or transfer of any shareholder loans (if any), cf. item 1.3(iii) above. The Nordic TSOs will upon request by the Nordic SOR NRAs and/or the Norwegian relevant authority keep the Nordic SOR NRAs and/or the relevant Norwegian authority informed of the process for redemption, purchase or transfer of shares and repayment or transfer of shareholder loans (if any).
- 1.5 Governance rights during exclusion process. As mentioned above, upon final decision by the Nordic SOR NRAs that Statnett shall no longer participate in the Nordic RCC as a shareholder, Statnett's governance rights as shareholder of the Nordic RCC will be suspended. This entails that (i) Statnett's rights to vote at general meetings of shareholders of the Nordic RCC will be suspended, and (ii) the member of the board of directors of the Nordic RCC appointed by Statnett will be suspended from voting at board meetings. Statnett will continue to participate in the Cooperation Committee due to the large interconnection of the transmission grid in the Nordic region.
- 1.6 Services during exclusion process. During the exclusion process, Statnett will continue to receive services from the Nordic RCC and will continue to be bound by its obligations under the service agreement to be entered into between Statnett, the other Nordic TSOs and the Nordic RCC (the "**Service Agreement**"). Accordingly, Statnett will continue to be bound to deliver information to the Nordic RCC in order for the Nordic RCC to be able to perform its tasks and issue coordinated actions and recommendations, as applicable. In case the Exclusion Event

prohibits Statnett from receiving a service or providing data in accordance with the Service Agreement, necessary changes to the Service Agreement and operational set-up will be made and implemented once the exclusion process is finalised. However, due to the large interconnection of the transmission grid in the Nordic region, no changes to the operational set-up as will be set out in the Service Agreement is anticipated.

2. INTERMEDIATE PERIOD AFTER EXCLUSION UNTIL RE-INCLUSION

2.1 No ownership rights for Statnett. In the intermediate period between a decision to exclude Statnett as shareholder in the Nordic RCC and until a re-inclusion of Statnett as shareholder in the Nordic RCC (the "**Intermediate Period**"), Statnett will not have shares in the Nordic RCC and, therefore, will not be owner of the Nordic RCC. This will have the effect that:

- (i) Statnett will no longer be party to the Shareholders' Agreement to be entered into between the shareholders of the Nordic RCC (which at incorporation of the Nordic RCC will be Statnett, Energinet, Fingrid and Svenska kraftnät) and, accordingly, will no longer be subject to the rights and obligations that will be set out therein.
- (ii) Statnett will no longer be represented at general meetings of the shareholders and, therefore, will no longer have any voting rights at such meetings.
- (iii) Statnett will no longer be entitled to appoint a member to the board of directors of the Nordic RCC and, therefore, will no longer be represented at board meetings and will not have any voting rights at board meetings.
- (iv) Statnett will continue to participate in the Cooperation Committee due to the large interconnection of the transmission grid in the Nordic region.

2.2 Ownership of Energinet, Fingrid and Svenska kraftnät continues. In the Intermediate Period, the ownership of Energinet, Fingrid and Svenska kraftnät will continue without Statnett and the Shareholders' Agreement will be updated accordingly, i.e. the Shareholders' Agreement will apply *mutatis mutandis*. This will have the effect that:

- (i) Each of Energinet, Fingrid and Svenska kraftnät will continue to be represented at general meetings where they will vote on matters to be decided on such general meetings of shareholders. The voting majority that will apply to decisions made by the shareholders (Energinet, Fingrid and Svenska kraftnät) will be 2/3 unless a stricter majority of votes is provided by mandatory law.
- (ii) Each of Energinet, Fingrid and Svenska kraftnät will continue to be entitled to appoint a member to the board of directors of the Nordic RCC. Consequently, the board of directors will consist of 3 members instead of 4 members. The voting majority that will apply to decisions made by the board of directors will be 2/3 unless a stricter majority of votes is provided by mandatory law.
- (iii) Kraftnät Åland will continue to participate at shareholder meetings and board meetings with observer rights as specified in the Proposal.
- (iv) Each of Energinet, Fingrid, Svenska kraftnät and Kraftnät Åland will continue to participate in the Cooperation Committee together with Statnett due to the large interconnection of the transmission grid in the Nordic region.

2.3 Contractual arrangements continue. The service contracts to which Statnett is party (i.e. not the Shareholders' Agreement) will continue to apply to Statnett and the other parties thereto, provided that this will not constitute a breach of the legal basis for the Exclusion Event. Accordingly, provided that it will not constitute a breach of the legal basis for the Exclusion Event, the Service Agreement (as mentioned in section 1.6 above) will continue to be in full force and effect between the parties and, accordingly, Statnett will continue to be entitled to receive services

from the Nordic RCC and be obliged to provide necessary information as required by the Nordic RCC in order for the Nordic RCC to be able to perform its services. Further, the System Operation Agreement between the Nordic Transmission System Operators (the "**Nordic SOA**") will continue to be in full force and effect between the parties thereto. As with the service contracts, the Nordic SOA is not affected by the exclusion of Statnett as shareholder of the Nordic RCC.

3. PROCESS FOR RE-INCLUSION OF STATNETT AS SHAREHOLDER

3.1 Whenever an event that has led to an exclusion of Statnett as a shareholder, cf. point 1.1. above, ceases to be relevant for such an exclusion, Statnett can be re-included as a shareholder.

3.2 Triggering Parties. The same parties as are entitled to initiate an exclusion process (each a "**Triggering Party**") are also entitled to initiate the process for re-inclusion, cf. point 3.1 above. upon the occurrence of a Re-inclusion Event, i.e.:

- (i) the Nordic SOR NRAs (i.e. the Danish Utility Regulator (Forsyningstilsynet), the Finnish Energy Authority (Energiavirasto), the Swedish Energy Markets Inspectorate (EI) and the Åland Energy Authority (Ålands Energimyndighet))
- (ii) the relevant Norwegian Authority
- (iii) each of the Nordic SOR TSOs (i.e. Energinet, Fingrid, Svenska kraftnät and Kraftnät Åland)
- (iv) Statnett and
- (v) the Nordic RCC.

The parties listed in items (i)-(ii) are referred to as "**NRA Triggering Parties**" and the parties listed in items (iii)-(v) are referred to "**TSO Triggering Parties**".

3.3 Re-inclusion Process. The overall process for the re-inclusion of Statnett is envisaged to include the following steps:

- (i) Upon the occurrence of a Re-inclusion Event, each TSO Triggering Party is entitled to initiate the re-inclusion process by giving written notice to the other Triggering Parties (a "**Re-inclusion Notice**"). The Nordic TSOs assume that an NRA Triggering Party will similarly inform and initiate a consultation with the Nordic RCC and/or the relevant Nordic TSOs, as applicable. Subject to applicable law, the process set out in this Schedule 3.2.5 shall apply *mutatis mutandis* in case it is an NRA Triggering Party that initiates a re-inclusion process.
- (ii) Upon receipt of such Re-inclusion Notice, the Nordic SOR TSOs shall in collaboration with Statnett without undue delay make a joint suggestion for carrying out such re-inclusion. The joint suggestion shall describe how Statnett will become owner of shares in the Nordic RCC (whether by subscription of new shares, purchase of existing shares, or otherwise transfer of existing shares or a combination hereof) and how Statnett will be issuing any shareholder loans (whether by issuing a new shareholder loan or having transferred part of existing shareholder loans). To the extent it is deemed relevant or to the extent the Nordic TSOs are unable to agree on the best method for Statnett's subscription, purchase or transfer of shares in the Nordic RCC and/or Statnett's issue or similar of any shareholder loans (if relevant), the Nordic TSOs shall engage an auditor or other advisor to advise on the optimal structure for the purchase, subscription or transfer of shares and/or to advise on the issue of any shareholder loans (as relevant).

- (iii) The joint suggestion shall be submitted to the Nordic SOR NRAs and the relevant Norwegian authority who shall consider the joint suggestion when making a decision whether to re-include Statnett as shareholder in the Nordic RCC.
- (iv) Upon final decision by the Nordic SOR NRAs that Statnett shall be re-included as a shareholder in the Nordic RCC, subject to having obtained any relevant and mandatory approvals, the Nordic TSOs shall cause that Statnett without undue delay subscribes for shares, purchases shares or that shares are otherwise transferred to Statnett in accordance with the decision made by the Nordic SOR NRAs and that any shareholder loans are issued or otherwise transferred by the other Nordic TSOs who hold shares in the Nordic RCC. Upon such final decision by the Nordic SOR NRAs, Statnett shall reassume its rights as shareholder and, accordingly, continue with the same governance rights etc. as was the case prior to exclusion.

3.4 Re-assumption of ownership rights. Upon the decision to re-include Statnett as a shareholder in the Nordic RCC, Statnett will become party to the Shareholders' Agreement by signing an accession statement or similar and, consequently, Statnett will have the same rights and obligations as the other Nordic TSOs who are shareholders in the Nordic RCC. The Shareholders' Agreement will be updated accordingly, i.e. the Shareholders' Agreement will apply *mutatis mutandis*. This will *inter alia* entail that:

- (i) Statnett will be entitled to participate at general meetings of the shareholders and vote at such meetings. The voting majority that applied under the Shareholders' Agreement when Statnett was a shareholder shall apply - i.e. unless a stricter majority of votes is provided by mandatory law, decisions at the general meetings are passed by 3/4 votes.
- (ii) Statnett will be entitled to appoint a member to the board of directors of the Nordic RCC who will have voting rights at board meetings. The voting majority that applied to the board of directors when Statnett had appointed a member of the board shall apply and, thus, unless a stricter majority of votes is provided by mandatory law, decisions at board meetings are passed by 3/4 votes.
- (iii) Kraftnät Åland will continue to participate at shareholder meetings and board meetings with observer rights as specified in the Proposal.
- (iv) Each of Energinet, Fingrid, Svenska kraftnät, Statnett and Kraftnät Åland will continue to participate in the Cooperation Committee due to the large interconnection of the transmission grid in the Nordic region.

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