**EFET**

**European Federation of Energy Traders**

**Certificates Appendix**to the
General Agreement
Concerning the Delivery and Acceptance of Electricity
Version 2.1(a)/September 21, 2007

**EECS CERTIFICATE &
NATIONAL SCHEME CERTIFICATE
APPENDIX**

dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(**"Certificates Appendix Effective Date"**)

Between

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

and

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

|  |
| --- |
| **Check the box and fill in date ONLY if you are using the Certificates Appendix to modify and supplement a previously executed General Agreement between the Parties:** [      ] By executing the Certificates Appendix in the signature block at the end hereof, the Parties modify, supplement and amend, to the extent set forth herein, certain provisions of that previously executed General Agreement entered into and dated as of \_\_\_ \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ to provide that the terms of the Certificates Appendix shall be incorporated therein and shall be applicable to and thereafter govern all Certificates Transactions (as hereinafter defined).[      ] All Certificates Transactions entered into by the Parties for and concerning the delivery of Certificates, which were entered into prior to this Certificates Appendix, but which remain either fully or partially unperformed as of this Certificates Appendix Effective Date (each such transaction a **"Pre-Existing Certificates Transaction"**) shall, as of the Certificates Appendix Effective Date:[      ] become a Certificates Transaction hereunder, subject to the terms and conditions of the General Agreement, as modified by the Certificates Appendix; or[      ] not become a Certificates Transaction hereunder and instead shall remain governed by and subject only to their original terms and conditions. |

|  |
| --- |
| **To be executed by the Parties that checked and completed the box on the first page**: IN WITNESS whereof the Certificates Appendix has been duly executed by the duly authorised representative(s) of each Party on the respective dates set out below with effect from this Certificates Appendix Effective Date. |
|  | [Name of Party] |  | [Name of Party] |  |
|  | By: |  |  | By: |  |  |
|  | Name: |  |  | Name: |  |  |
|  | Title: |  |  | Title: |  |  |
|  | Date: |  |  | Date: |  |  |
|  |  |  |  |  |  |

[Remainder of this page is left intentionally blank]

**Annex 2
to the
Certificates Appendix**

**Confirmation of Individual Contract**

between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_as Seller

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_as Buyer.

concluded on: \_\_/\_\_/\_\_\_\_, \_\_. \_\_ hours

Trader/Contact person:

Deal-number:

|  |  |  |
| --- | --- | --- |
| **Database data:** | Seller: | Authorised Issuing Body:Account number or Account name: |
|  | Buyer: | Authorised Issuing Body:Account number or Account name: |

**Certificate:** An EECS Certificate issued:

[  ] as an EECS GO under the Electricity Scheme of the EECS Rules in the country of production, and which has the meaning given to "Guarantee of Origin" under Articles 2(j) and 15 of the Directive 2009/28/EC on the promotion of electricity produced from renewable energy sources in the internal electricity market (and any successor Law);

[  ] as a RECS Certificate under the Electricity Scheme of the EECS Rules in the Domain of Production; or

[  ] as an EECS-Disclosure Certificate under the Electricity Scheme of the EECS Rules in the Domain of Production; or

[  ] A \_\_\_\_\_\_\_\_\_\_\_\_\_ *[specify national scheme certificate name]* issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[specify Authorised Issuing Body for national scheme certificates]* to evidence the production of renewable source energy issued in accordance with the National Scheme Rules, as specified in this Individual Contract (**"National Scheme Certificate"**),

where one Certificate equals 1 MWh.

**Energy source:** \_\_\_\_\_\_\_\_\_\_\_\_\_ *[specify in relation to Certificate, e.g. electricity, gas, fuel, heating, cooling, etc.]*

 **Certificate Details:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Production Year** | **Technology** | **Quantity (MWh)** | **Price per Certificate** | **Delivery Date** |
|  |  |  |  |  |
|  |  |  |  |  |
| **Total Contract Price** | **(Total)** |  |

Minimum validity of the Certificates upon delivery: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Earmark/s: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional quality: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| ***For EECS Certificates:*** |
| **Domain of Production:** |  | Domain/ production device |  |
|  |  | Authorised Issuing Body |  |
| **Domain for Delivery:** |  | Domain  |  |
|  |  | Authorised Issuing Body |  |
| **Transfer by Cancellation Statement:** |  | [  ] Transfer by Cancellation Statement shall apply;***otherwise*** Electronic Transfer shall apply |
| **Registry for issuance of Cancellation Statement:** |  | *[specify applicable Domain]* |
| **Version of the EECS Rules:** | The version of the EECS Rules published by the AIB on the date of conclusion of the transaction shall apply to this Confirmation of Individual Contract |
| ***For National Scheme Certificates:*** |
| **Authorised Issuing Body:**  | *[specify]* |
| **Registry:** | *[specify name and website of National Scheme Certificate Registry]* |
| **Registry Operator:** | *[specify]* |
| **National Scheme Rules:** | *[specify, which may include legislation or rules enacted by the Competent Authority]* |
| **Transfer by Cancellation Statement:** | [  ] shall apply, subject to a transfer by Cancellation Statement being possible under the National Scheme Rules;***otherwise*** Electronic Transfer shall apply |

|  |
| --- |
| ***For both EECS Certificates and National Scheme Certificates:*** |
| **Delivery Point:** | with respect to Certificates: [  ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[specify]*;  ***otherwise*** Buyer's Accountwith respect to Cancellation Statements (if applicable):[  ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[specify, e.g. facsimile]*; ***otherwise*** receipt of email (with copy of Cancellation Statement attached) by Buyer in accordance with § 23.2 (***Notices and Communications***) |
| **Economic intent of the Parties:** | *[specify in accordance with § 15A.1(f)]* |
| **Designated Purpose:** | *[specify for the Certificates, e.g. regulatory compliance purpose, in connection with Ineffectiveness definition]* |
| **Competent Authority for the Designated Purpose** | *[specify]* |
| **Ineffectiveness Loss Amount:** | *[specify amount or formula]* |
| **Ineffectiveness (days after Delivery Date):** | *[specify where § 15A.3(b) is specified as applying in the Election Sheet]* |
| **Documentation of Actual Deliveries and Receipts:** | *[specify in accordance with § 4.4, if applicable]* |
| **Additional requirements (if any):** |  |

This Confirmation confirms the Individual Contract entered into pursuant to the General Agreement as amended by this Certificates Appendix and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex 3
to the
Certificates Appendix**

**Election Sheet**

with an Effective Date of ……………………..

between………………………… and…………………………………….

**("Party A") ("Party B")**

For the purposes of a Certificates Transaction, the following additional elections shall apply.

**PART I: CUSTOMISATION OF PROVISIONS IN THE
CERTIFICATES APPENDIX**

**§ 4
Primary Obligations For Delivery and Acceptance of Certificates**

**§ 4.4 Documentation of Actual Deliveries and Receipts:**

 The documentation to be provided by the Seller pursuant to:

 § 4.4(a) shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and

 § 4.4(b) shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**§ 6
Transfer, Risk, No Encumbrances and Ineffectiveness**

**§ 6.4 Ineffectiveness:** theParty responsible for the determination of either § 6.4(b)(i) or § 6.4(b)(ii) shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**§ 7
Non-Performance Due to Force Majeure**

**§ 7.1 Definition of Force Majeure:**

[  ] § 7.1(a), (b), (c) or (d) shall not apply as written but instead shall be as follows:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

***otherwise*** § 7.1 shall apply as written in this Certificates Appendix and/or the General Agreement, whereby:

[  ] § 7.1(a) shall apply;

[  ] § 7.1(b) shall apply;

[  ] § 7.1(c) shall apply; and/or

[  ] § 7.1(d) shall apply and shall be as follows:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**§ 10
Term and Termination Rights**

**§ 10.5(d) Failure to Deliver or Accept:**

[  ] § 10.5 shall apply and the number of permitted occasions is \_\_\_\_\_\_\_\_\_,

 [  ] consecutively; or

 [  ] in aggregate;
***otherwise*** § 10.5 shall not apply

**§ 11
Calculation of the Termination Amount**

## **§ 11.2(c) Settlement Amount (Losses):**

[  ] losses associated with regulatory fines shall apply;

 ***otherwise*** losses associated with regulatory fines shall not apply

**§ 15A
Change in Law**

**§ 15A.2 Change in Law and Price Adjustments:**

 [  ] § 15A.2 shall apply;
***otherwise*** § 15A.2 shall not apply

**§ 15A.3 Event of Change in Law and Ineffectiveness:**

 [  ] § 15A.3(b) shall apply;
***otherwise*** § 15A.3(a) shall apply

**§ 21
Representation and Warranties**

**§ 21.1 Representations and Warranties of the Seller:** The following representations and warranties are made by the Seller:

|  |  |
| --- | --- |
| § 21(1)(a) | [  ] no, ***otherwise*** yes |
| § 21(1)(b) | [  ] no, ***otherwise*** yes |
| § 21(1)(c) | [  ] no, ***otherwise*** yes |
| § 21(1)(d) | [  ] no, ***otherwise*** yes |

**§ 22
Governing Law and Arbitration**

**§ 22.3 Expert Determination:**

[  ] §22.3 shall apply;

***otherwise*** § 22.3 shall not apply

**PART II: ADDITIONAL PROVISIONS TO THE CERTIFICATES APPENDIX
OR THE CERTIFICATE AGREEMENT**

Executed by the duly authorised representative of each Party effective as of the Effective Date.

**"Party A" "Party B"**

*[Name of Party] [Name of Party]*

*[Name of Signatory/ies] [Name of Signatory/ies]*

*[Title of Signatory/ies] [Title of Signatory/ies]*