V3.7

STANDARD TERMS AND CONDITIONS

BETWEEN

*AS "AUGSTSPRIEGUMA TĪKLS"*

AND

*(THE MARKET PARTICIPANT)*

*(the Contract is signed by electronic signature,*

*the date is specified in time stamp)*

**1. Definitions**

| **Term** | **Meaning** |
| --- | --- |
| AIB Communications Hub or “Hub” | A commercial website operated on behalf of the AIB whose address is <https://www.aibhub.org>, which provides coordination and synchronisation services, distributing messages and acknowledgements between the registries of Hub Users. The Hub is defined in detail in Subsidiary Document "HubCom EECS Registration Databases”, otherwise known as “HubCom”; |
| Association of Issuing Bodies or “AIB”, (hereinafter – "AIB") | The international not-for-profit association (ivzw - aisbl) constituted in accordance with the Belgian Code of Companies and Associations of 23 March 2019, under the name of “Association of Issuing Bodies” with a company number 0.864.645.330; |
| Certificate | A certificate, record or guarantee (in any form including an electronic form) in relation to:  (a) attributes of the Input consumed in the production of a quantity of Output, and/or  (b) attributes of the method and quality of the production of a quantity of Output; |
| Certification Scheme | A legislative, administrative and/or contractual  framework establishing a system of Certificates; |
| Competent Authority | ﻿In relation to the exercise or discharge of any legislative, governmental, regulatory or administrative function with respect to any Domain, the Authority duly authorised under the laws and regulations of the state (and, as the case may be, region) in which such Domain is situated to exercise or discharge that function, and, in relation to any Guarantee of Origin or Support Certificate the Authority duly authorised by the State under the relevant Legislative Certification Scheme to issue that Guarantee of Origin and/or Support Certificate as the case may be; |
| Data Log | The Record of Transactions of the AIB Communication Hub (the Transfer Log); |
| Domain | An area containing Production Devices with respect to which a Member is an Authorised Issuing Authority for the purposes of an EECS Product; |
| Domain Protocol | In connection with a Domain, a document describing the procedures and regulatory provisions regarding GOs for that Domain; |
| EECS Rules | The Principles and Rules of Operation of the European Energy Certificate System; |
| Guarantee of Origin (or “GO”) | An electronic document (Certificate) issued by a Competent Authority under the laws of a State as a guarantee of the nature and origin of energy for the purpose of providing proof to a final customer that a given share or quantity of energy, as the case may be : (i) was produced from the energy source to which the guarantee relates; (ii) was produced by the specified technology type to which the guarantee relates; and/or (iii) has, or the Production Device(s) which produced it has (or have) other attributes to which the guarantee relates; |
| HubCom | The AIB document known as “Hub User Compliance Protocol” and subtitled “EECS Rules - Subsidiary Document AIB-PRO-SD03: EECS Registration Databases”; |
| Hub user | A Competent Authority or Registry Operator which uses the Hub for Transactions; |
| Registry Operator | The legally appointed Registry Operator is AS "Augstsprieguma tīkls"; |
| Input | An amount of a specific type of energy or material goods consumed by a Production Device using combustion technology in the production of Output; |
| Integrity | The accuracy and consistency of retained and transmitted data indicated by an absence of any alteration in data during its retention and its transmission from a Sender to a Receiver. Data integrity is maintained through the use of error checking and validation routines; |
| Legislative Certification Scheme | A Certification Scheme implemented pursuant to the law of any EU Member State or a State bound to the EU by a Treaty requiring the mutual recognition of GO’s; |
| Output | An amount of energy or material goods yielded by a Production Device and measured by a Measurement Authority; |
| Participant | A Registrant or Account Holder; |
| Production Device | A separately measured device or group of devices that produces an Output; |
| Registrant | A person in whose name a Production Device is registered from time to time in a Registry for the purposes of the issue of Certificates; |
| Information system registration database (or “Registry”) | A database operated by a Hub user or a Registry Operator on behalf of a Hub user, comprising:  Transferables and Cancellation Accounts and the Certificates in those Accounts;  Details of Production Devices and information provided in connection with the registration of Production Devices;  Details of Certificates which have been transferred out of that Registry; |
| Transaction | Any communication made and identified as a transfer between Registries regarding GOs to which an electronic message refers. |

**2. Purpose**

This document is a Contract (hereinafter called “the Contract”) between AS "Augstsprieguma tīkls", registration No 40003575567, legal address Dārzciema Street 86, Riga, LV-1073, Latvia, represented by Member of the Management Board (Name and Surname of the signer is specified in the electronic signature), acting pursuant to basis of AS "Augstsprieguma tīkls" board decision of 10 August 2022, No. 145/55/2022 (hereinafter referred to as "AS "Augstsprieguma tīkls"") and limited liability company “\_\_\_\_\_\_\_\_\_\_”, registration number \_\_\_\_\_\_\_, legal address \_\_\_\_\_\_\_ which in accordance with \_\_\_\_\_\_\_\_\_\_\_ is represented by \_\_\_\_\_\_\_\_\_\_\_\_ (Name and Surname of the signer is specified in the electronic signature) (hereinafter referred to as The Market Participant).

This Contract sets out the terms and conditions upon which *AS "Augstsprieguma tīkls"* is prepared to provide Transaction services regarding GOs to *The Market Participant* via the AIB Communication Hub as contemplated by the rules described in the Domain Protocol which is available at [www.ast.lv](http://www.ast.lv/) and the HubCom Protocol issued by the AIB.

Where Transactions are performed upon the request of *The Market Participant* or involving *The Market Participant*, in accordance with this Contract, the rules described in the Domain Protocol and all applicable technical requirements, and the Parties involved do not claim in due time that the Transaction was in any way erroneous, *The Market Participant* shall in good faith accept the legal consequences of such Transaction.

**3. Compliance with the rules described in the Domain Protocol**

Registrants of Production Devices become eligible to receive Guarantee of Origin (GO) Certificates under a specific Legislative Certification Scheme by contractually committing themselves with the Competent Authority responsible for the relevant Domain (under *AS "Augstsprieguma tīkls"* Standard Terms and Conditions) to comply with the rules described in the Domain Protocol. The Registrant will also be subject to applicable legislation. In case of conflict between the Domain Protocol and the terms and conditions the former shall prevail.

**4. Obligation to inform**

Each party shall contribute to the implementation of this Contract, to the extent that both parties shall provide each other without delay all necessary information required by the application of this Contract. If the operation of a Production Device of *The Market Participant* no longer conforms to the reported information as submitted via the Device Registration Form, *The Market Participant* shall inform *AS "Augstsprieguma tīkls"* immediately about the change.

**5. Information systems**

*AS "Augstsprieguma tīkls"* issues GOs by using an electronic registry (Registration Database).

*The Market Participant* shall arrange, at his own cost, the necessary information technology architecture and interfaces which *The Market Participant* needs in order to use the Registration Database. *The Market Participant* shall be responsible for sufficient and state of the art methods and technologies that safeguard data security and integrity relating to the use of the Registration Database.

*AS "Augstsprieguma tīkls"* has the right to change the IT prerequisites for the use of the Registration Database. *AS "Augstsprieguma tīkls"* shall inform (by e-mail) *The Market Participant* in writing at least 30 calendar days prior to the implementation of material changes. In urgent cases changes can be made without prior notice. *AS "Augstsprieguma tīkls"* shall then inform *The Market Participant* in writing (by e-mail) as soon as possible after the change has been made.

*AS "Augstsprieguma tīkls"* shall inform (by e-mail) *The Market Participant* *3* working days in advance of planned unavailability of the Registration Database. *The Market Participant* shall be informed of other unavailability preventing the use of the Registration Database as soon as possible.

*The Market Participant* shall respect the technical requirements and rules of conduct described in the Domain Protocol.

*AS "Augstsprieguma tīkls"* has the right to prevent or restrict the use of the Registration Database service by *The Market Participant* if there is misuse of the system or if *The Market Participant* has not fulfilled its contractual obligations.

**6. Liability**

*The Market Participant* shall at all times act in accordance with the applicable legal provisions and the Domain Protocol of the relevant Domain.

*AS "Augstsprieguma tīkls"* is not liable for losses incurred by *The Market Participant*, except in case of *AS "Augstsprieguma tīkls"* gross negligence.

If *The Market Participant* suffers a loss due to gross negligence by *AS "Augstsprieguma tīkls"*, *The Market Participant* must direct the claim for compensation only against *AS "Augstsprieguma tīkls"*.

If *The Market Participant* suffers a loss due to gross negligence by a Hub user, Competent Authority, Market Participant or third party, *The Market Participant* must direct the claim for compensation only against the relevant Hub user, Competent Authority, Market Participant or third party that has caused the damage.

The AIB, other Hub users or their representatives are not liable for the actions of the negligent Hub user, Competent Authority, Market Participant or third party.

*The Market Participant* has a duty to do everything possible to prevent or limit the extent of the damage. If *The Market Participant* does not implement adequate measures to prevent or limit the extent of the damage, compensation may be reduced.

Claims against any Hub user for any damage, loss, cost or expense incurred by *The Market Participant* in relation to Transactions with GOs shall be limited to five thousand (5000) Euros per year excluding indirect or consequential damage, such as, but not limited to commercial damage, loss of profit, claims of other third parties. Such limitation will however not apply in case of willful misconduct or intentional damage.

Claims against the AIB for any damage, loss, cost or expense incurred by *The Market Participant* and caused by gross negligence by the AIB in relation to Transactions with GOs] shall be limited to thousand (1000) Euros per year per Market Participant, excluding indirect or consequential damage, such as, but not limited to commercial damage, loss of profit, claims of other third parties. Such limitation will however not apply in case of willful misconduct or intentional damage. Any performance that is provided in conformity with the AIB’s service level agreement cannot be regarded as gross negligence.

However, if this paragraph 6 is not applicable or not valid due to applicable legislation, these provisions will be applied insofar allowed by applicable law.

**7. Errors in Issuing**

If *AS "Augstsprieguma tīkls"* or *The Market Participant* discovers an error in issuing, cancelling or processing of a GO the other party shall be informed as soon as possible.

If there is an error in the course of issuing, cancelling or processing of a GO or an error due to any unauthorised access to or malfunction of a Registration Database, *AS "Augstsprieguma tīkls"* and *The Market Participant* shall co-operate and use all reasonable endeavours to ensure that no unjust enrichment occurs as a result of the error. If there is an error, the GOs held in *The Market Participant*’s account may be withdrawn or amended by *AS "Augstsprieguma tīkls"*. If not enough GOs have been issued, the *"Augstsprieguma tīkls"* will issue the GOs as soon as it receives the correct information.

If it transpires that the data in any GO is inaccurate (whether or not through an act or omission of the Registrant of the originating Production Device), *AS "Augstsprieguma tīkls"* is entitled to – provided that such GOs are, at the time of such withdrawal, in the “Transferable Account” of that Registrant – withdraw those GOs, and other GOs of the same type.

**8. Expiry of *AS “Augstsprieguma tīkls*" services relating to GOs**

If *AS "Augstsprieguma tīkls"*’ right to serve as the Competent Authority for GOs in accordance with a Legislative Certification Scheme in the related Domain expires *AS "Augstsprieguma tīkls"* has the right to transfer the Contract to a new Competent Authority. In the absence of a new Competent Authority, *AS "Augstsprieguma tīkls"* has the right to terminate the Contract. *The Market Participant* has no right to receive any refund of the paid service fees specified in clause 9.

If *AS "Augstsprieguma tīkls"* no longer acts as Competent Authority for a Legislative Certification Scheme *The Market Participant* has the right to retrieve its data. *The Market Participant* is obliged to pay the invoices, which were issued during the period when *AS "Augstsprieguma tīkls"* was the Competent Authority.

**9. Service fees**

*AS "Augstsprieguma tīkls"* will apply the service fees according to the methodology for charges setting for the use of the information systems of GO registry ("Maksu noteikšanas kārtība izcelsmes apliecinājumu reģistra informācijas sistēmas lietošanai*")* which is available at [www.ast.lv](http://www.ast.lv/)

*AS "Augstsprieguma tīkls"* will issue and submit to the Market Participant an VAT invoice for the GO Transaction Services provided to the Market Participant. Information regarding invoice terms, available at [www.ast.lv](http://www.ast.lv)

All payments under the Contract are made in euro, by bank transfer to the bank account indicated on the payee's invoice.

A market participant, having received a VAT invoice issued by *AS "Augstsprieguma tīkls"*, shall pay it not later than the last working day of the month when invoice was issued. The payment date is considered as the date of the cash payment to the *AS "Augstsprieguma tīkls"* account.

All payments under the Contract must be made on the relevant VAT invoice amount, irrespective of any additional fees or contributions, and without imposing any funds for depositing, lending and / or any other usage restrictions.

**10. Breach of the Contract**

If *The Market Participant* is in material breach of the Contract, including his obligation to make payments for the services provided by *AS "Augstsprieguma tīkls"*, *AS "Augstsprieguma tīkls"* is entitled to terminate or suspend the execution of this Contract and thus to stop issuing, cancelling or otherwise processing certificates.

**11. Force majeure**

Neither Party shall be held liable nor be deemed in default under this Contract for any delay or failure in performance of any of their respective obligations if such delay or failure is the result of causes beyond the control and without negligence of such Party. Such causes shall include, without limitation, acts of war, civil war, riots, acts of terrorism, general strikes or lockouts, insurrections, sabotage, embargoes, blockades, acts or failures to act of any governmental or regulatory Authority (whether civil or military, domestic or foreign, national or supranational), communication line failures, power failures, fires, explosions, floods, accidents, earthquakes or other natural or man-made disasters, and all occurrences similar to the foregoing (collectively referred to as “Force Majeure”).

The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent prevented by Force Majeure and the direct consequences thereof (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent that such obligations relate to the performance so prevented), provided that the Party so affected shall use its best efforts to avoid or remove such causes of non-performance and to minimize the consequences thereof and the Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

In the event that the Force Majeure continues to persist for a period exceeding one (1) month, then either Party shall have the right to terminate the Contract by giving twenty (20) business days' written notice of termination (document with a secure electronic signature) to the other Party.

**12. Amendment of the Contract**

If the national or European legislation or the AIB require that the Domain Protocol of Latvia be amended, the Parties agree to make all the required changes to this Contract in order to make it coherent with the Domain Protocol. The Parties acknowledge and understand that the AIB Communication Hub is used by many Hub users and *Market Participants*, and that modifications to the Hub or the regulatory environment must be applied by all parties involved.

**13. Confidentiality and Intellectual Property**

Information of commercial, technical, strategic, financial or otherwise sensitive nature, which is not publicly known and is usually considered as valuable and confidential, whether or not it is explicitly indicated as confidential, shall be treated as confidential information by both Parties. Disclosure of such information requires the prior written consent (document with a secure electronic signature) of the other Party.   
For the avoidance of doubt, this confidentiality clause does not prevent *AS "Augstsprieguma tīkls"* to give information to authorities including but not limited to the tax authorities and the police of Latvia and the registration’s country of [The name of the Market Participant], and Europol.

The software that is used to enable the operation of the Registration Database and the Transactions, together with all included tools, know-how and related intellectual property rights, is and shall remain the exclusive property of *AS "Augstsprieguma tīkls"*, the AIB or their service providers or licensors. The software code, documentation and in general all related know-how must be considered confidential information, even if not explicitly disclosed as such. *The Market Participant* shall use the services and the related software only for the purposes of this Contract and shall not copy, reproduce, reverse engineer, decompile nor alter, adapt or modify any part of the software or related documentation.

**14. Personal Data**

As part of the present contract, the Parties may receive and/ or collect personal data from staff, employees or any other representative of the Parties. This includes any kind of personal data as understood under EU General Data Protection Regulation n°2016/679 (“GDPR”), as for example contact details (first name, last name, email, birth date, national identification number, postal address and phone number) or connection details.

The personal data collected will be only used in order to allow the proper execution of the benefits and services offered by the Service Provider to the Client, as described in the present Contract.

The personal data is aimed for managing the Registry. The [AIB Hub Participant] may be considered as the recipient of the data.

Any individual whose personal data are concerned by the present article has a right to obtain transparent information, to oppose, access and rectify any data which is relevant. The exercise of these rights is guaranteed by the [AIB Hub Participant].

The [AIB Hub Participant] undertakes to ensure the compliance by their staff, and by their subcontractors, to all the legal and regulatory provisions concerning personal data protection to the site of the [The Market Participant].

In case of contradiction between the dispositions of the present Contract, and a data privacy agreement signed by the Parties, the dispositions of the data privacy agreement shall be regarded as binding.

**15. Assignment and Duration of the Contract**

Each Party may assign this Contract only with the written consent (document with a secure electronic signature) of the other Party. Such consent cannot be withheld with undue reason. Each Party may not assign this Contract to an affiliated company without the prior written consent (document with a secure electronic signature) of the other Party.

This Contract comes into effect upon signing and shall remain in effect for a one year after the signing date. Each year, this Contract shall be automatically extended for one year, unless notice of termination is given by one of the Parties. Each Party can terminate this Contract with one month’s written notice (document with a secure electronic signature).

*AS "Augstsprieguma tīkls"* has the right to terminate the Contract unilaterally if *The Market Participant* has been subject to international or national sanctions or sanctions imposed by a member state of the European Union or the North Atlantic Treaty Organization affecting significant financial and capital market interests during the performance of the Contract.

Notwithstanding the termination of the Contract, in accordance with this paragraph or the paragraph 10 or 11, its provisions related to the confidentiality as well as for liability, applicable law and settlement of dispute shall survive the expiration or termination of this Contract.

**16. Dispute resolution**

If a dispute arises, the Parties shall meet in order to attempt to resolve the dispute in good faith. Either Party may submit a request, in writing (document with a secure electronic signature), to the other Party to request a meeting within 10 calendar days, at a mutually agreed time and place, or if an in-person meeting is not practicable, propose alternative methods of communication. If the dispute cannot be solved within 30 calendar days after the meeting request, the dispute shall be settled according to Latvian law in the court of the Republic of Latvia having jurisdiction over the registered office of the *AS "Augstsprieguma tīkls"*.

In the case of disputes, the AIB Hub Data Log may provide evidence of the data that has been transferred through the Hub and the timestamp thereof and in such case *The Market Participant* shall accept the statement of the AIB as binding.

**17. Annexes to the Contract**

The annexes to this Contract, which form an integral part of the Contract, are attached:

Annex: Account Application/Amendment Form

**18. Parties' requisites and signatures**

By signing this Contract, I confirm that I am familiar with the terms of the Contract, the terms of the Contract are clear to me, understandable and I agree with them.

|  |  |
| --- | --- |
| ***AS "Augstsprieguma tīkls"*** | ***The Market Participant*** |
| Dārzciema Street 86, Riga, LV-1073, Latvia | Name  Legal address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company code: 40003575567 | Company code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| VAT code: LV40003575567 | VAT code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Phone: (+371) 67728353 | Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| E-mail: [go@ast.lv](mailto:go@ast.lv) | E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Bank name: AS „SEB banka” | Bank name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Bank code: UNLALV2X | Bank code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| IBAN: LV55 UNLA 0050 0008 5850 5  Member of the Management Board  (*the document is signed with an electronic signature, Name and Surname of the signer is specified in the electronic signature*) | IBAN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Position  (*the document is signed with an electronic signature, Name and Surname of the signer is specified in the electronic signature*) |