

The Association of Issuing Bodies **BASIC COMMITMENT**



Principles and Rules of Operation for the European Energy Certificate System

Version Release 6
Date 1 January 2009

Status of this document

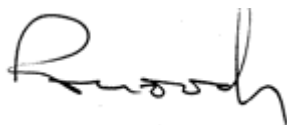
This document contains the Principles and Rules of Operation of the Association of Issuing Bodies (AIB) for the European Energy Certificate System (EECS), and is known as the PRO.

In the event of conflict between the text of the PRO and the text of its subsidiary documents, the PRO shall always take precedence.

This version of the PRO was formally approved by the General Meeting of AIB members held on 12th November 2008.

The effective date of this version of the PRO is 1st January 2009.

Signed by the General Secretary:



PH Moody
1 January 2009

This document contains materials the copyright and other intellectual property rights in which are vested in the Association of Issuing Bodies. The Association of Issuing Bodies is a registered organisation under Belgian law.

Changes incorporated

Document History

Version	Issue Date	Reason for Issue
Release 1.0	01 March 2005	Initial release
Release 1.0 – working version 1	14 June 2005	PRO-CR0502: C3.5.10 : Annual report PRO-CR0503: C3.5.12 : reporting of breach PRO-CR0508: F2.1.1(a) : Standards for security and robustness
Release 1.0 – working version 2	06 October 2005	PRO-CR0504: C3.5.14 : need for inspection PRO-CR0505: C3.5.15 : need for inspection of records PRO-CR0506: C3.5.17 : need to provide PD information PRO-CR0509: new E4 and new F7 : computerised and manual operations PRO-CR0511: C6+F2+M10 : drafting errors
Release 1.0 – working version 3	21 November 2005	PRO-CR0513: E1+E3+H2 - Housekeeping PRO-CR0514: I4.1.2+D6.1.2 - Assessment Panels PRO-CR0515: L2.1.1 – Review Procedures PRO-CR0516: M10.1.1 - Change to SDs PRO-CR0517: L3.1.6 - Change proposals PRO-CR0518: L1.3.2+ L3.1.4 - Change management – relocation of provisions
Release 2.0	1 December 2005	Revised release
Release 3.0	2 June 2006	PRO-CR0607: E2.1.3, CH1-5.1, CH3-5.1 and CH3-5.7 - Inclusion of emissions on Disclosure certificates, and removal of inconsistencies
Release 3.1 – working document	5 October 2006	PRO-CR0611: A2.1.1, C8.2.2, C8.3.2 and E3.2.1 – uniqueness a requirement rather than an aspiration
Release 3.2 – working document	22 March 2007	PRO-CR0510: F4.1.1 : Harmonisation of redemption statements PRO-CR0520: B1 + E2 : Import and Export Metering PRO-CR0602: Issue of RECS certificates over several months PRO-CR0604: Introduce concepts of time limit for registration and registration expiry PRO-CR0606: SD03: EECS Registration Databases and CHP PRO-CR0614: Standard reasons for redemption PRO-CR0617: SD03 EECS Registration Databases - Disclosure PRO-CR0618: Test certificates PRO-CR0619: Ownership and sale of certificates by IBs PRO-CR0620: Certificate holding by affiliates PRO-CR0621: Concealment of CO2 emissions reduction for CHP PRO-CR0622: Region codes PRO-CR0624: SD03 changes to accommodate the Hub PRO-CR0701: Alignment of Disclosure

		<p>Chapter with CHP Chapter regarding concealment of CHP CO2 emissions reduction</p> <p>PRO-CR0703: Emissions by fossil sourced hydrogen</p>
Release 4.0	22 March 2007	Revised release
Release 5.0	10 April 2008	<p>HOUSEKEEPING CORRECTIONS</p> <p>C8.4.2 : “dependant” should be “dependent”</p> <p>CH1 - 2.1 line 11: “from” should be “form”</p> <p>CH2 -5.5 line 5: “of” should be “or”</p> <p>CH3 - 2.1 line 13: “from” should be “form”</p> <p>CH4 - 2.1 line 13: “from” should be “form”</p> <p>M3.1.2(c) : spelling error – “imitations” should be “limitations”</p> <p>CONTENT CORRECTIONS</p> <p>PRO-CR0704: Absorption of Internal Regulations into the PRO</p> <p>PRO-CR0709: Common date handling with RECS only countries</p>
Release 5.1 – working document	21 June 2008	<p>PRO-CR0706: Definition of qualifying criteria for energy sources</p> <p>PRO-CR0714: GS1 or email address encoding in SD03</p> <p>PRO-CR0802: Disclosure certificate information and energy source types</p> <p>PRO-CR0804: Requirement for electronic certificates</p> <p>PRO-CR0806: PRO Fact Sheet 5 – Technology code 95</p> <p>PRO-CR0809: Approval of trivial changes to DPs</p> <p>PRO-CR0810: Use of Certificates for Disclosure</p>
Release 5.2 – working document	01 October 2008	<p>PRO-CR0801: Inclusion of capacity into EECS certificates</p> <p>PRO-CR0808: STC grammatical error</p> <p>PRO-CR0811: Hub impact on PRO</p> <p>Addition of CHAPTER 5: “GoO RES-E including domains with multiple certificates”</p>
Release 5.3 – working document	29 November 2008	<p>PRO-CR0805: Requirement for web-based interfaces for registrants and account holders</p> <p>PRO-CR0813: Hub definition</p> <p>PRO-CR0814: Definition of EECS</p> <p>PRO-CR0815: Consistency of definitions of RES-E</p>
Release 6.0	1 January 2009	Revised release

Contents

PREFACE	9
A CORE PRINCIPLES	14
A1 INTRODUCTION.....	14
A2 UNIQUENESS	14
A3 OWNERSHIP OF EECS	14
A4 OPERATIONAL RELIABILITY	14
A5 PROTECTION OF ACCOUNT HOLDERS	14
A6 GOVERNANCE.....	15
A7 ACCESS AND TRANSPARENCY	15
A8 COST EFFECTIVENESS.....	15
A9 COMMUNICATIONS.....	15
A10 REGULATION AND OVERSIGHT	15
A11 RECORDS	15
B DEFINITIONS AND INTERPRETATION	16
B1 DEFINITIONS.....	16
B2 INTERPRETATION.....	25
B3 RESPONSIBILITY OF MEMBERS	26
C EECS SCHEMES	27
C1 INTRODUCTION.....	27
C2 ESTABLISHMENT OF EECS SCHEMES	27
C3 MEMBERSHIP OF EECS SCHEMES	27
C4 DOMAINS.....	32
C5 DOMAIN SCHEMES	33
C6 DOMAIN PROTOCOLS	33
C7 STANDARD TERMS AND CONDITIONS	35
C8 EECS CERTIFICATES	35
D ADMISSION AND EXPULSION PROCEDURES	37
D1 GENERAL.....	37
D2 FEES.....	37
D3 APPLICATIONS FOR SCHEME MEMBERSHIP.....	38
D4 ASSESSMENTS OF DOMAINS AND DOMAIN SCHEMES	38
D5 RECTIFICATION ORDERS	39
D6 SUSPENSION OF SCHEME MEMBERS.....	40
D7 EXPULSIONS	40
D8 WITHDRAWALS	40
E HARMONISATION MEASURES	41

E1	INTRODUCTION.....	41
E2	PRODUCTION DEVICE REGISTRATION	41
E3	EECS CERTIFICATES	45
E4	SECURITY AND ACCOUNTABILITY	48
F	PROCESSING OF EECS CERTIFICATES	49
F1	INTRODUCTION.....	49
F2	EECS TRANSFER SYSTEM	49
F3	TRANSFERS.....	49
F4	REDEMPTION	51
F5	RESTRICTIONS	52
F6	OTHER PROCESSING OF EECS CERTIFICATES.....	52
G	PROBITY OF MEMBERS	54
G1	FURTHERANCE OF THE CORE PRINCIPLES.....	54
G2	CONFLICTS OF INTEREST	54
G3	CONFIDENTIALITY	55
H	MEMBERS' AGENTS AND MEASUREMENT BODIES	56
H1	APPOINTMENT AND MEMBERS' RESPONSIBILITIES	56
H2	CRITERIA FOR APPROVAL	56
H3	APPLICATIONS FOR APPROVAL.....	57
I	COMPLIANCE	58
I1	GENERAL.....	58
I2	FEES.....	58
I3	COMPLIANCE ASSESSMENTS	59
I4	OUTCOME OF ASSESSMENTS	59
J	DISPUTES	60
J1	ALLEGED NON-COMPLIANCE.....	60
J2	APPEALS.....	60
K	ASSESSMENT PANELS	62
K1	ESTABLISHMENT	62
K2	CONDUCT OF ASSESSMENT PANELS	62
L	CHANGE PROCEDURES	64
L1	GENERAL	64
L2	REVIEWS OF THE PRO AND DOMAIN SCHEMES.....	64
L3	CHANGES TO THE PRO AND SUBSIDIARY DOCUMENTS	64
L4	DOMAIN SCHEMES	65
L5	DOMAIN PROTOCOLS	66
L6	MISCELLANEOUS.....	67
M	GENERAL	69
M1	GOVERNING LAW AND THE AIB ARTICLES OF ASSOCIATION	69

M2	COMMUNICATIONS.....	69
M3	INTEGRITY OF THE PRO.....	70
M4	INTELLECTUAL PROPERTY.....	71
M5	SYSTEM TESTS.....	72
M6	CHARGES FOR SERVICES.....	73
M7	DISCLAIMERS.....	74
M8	IMPEDIMENTS TO THE PERFORMANCE OF OBLIGATIONS.....	75
M9	SUBSIDIARY DOCUMENTS.....	75
M10	TRANSITIONAL PROVISIONS.....	75
CHAPTER 1: GoO RES-E CERTIFICATES		79
1	INTRODUCTION.....	79
2	APPOINTMENT CRITERIA.....	80
3	GoO RES-E QUALIFICATION CRITERIA.....	80
4	PRODUCTION DEVICE REGISTRATION.....	81
5	GoO RES-E CERTIFICATES.....	81
CHAPTER 2: RECS CERTIFICATES		84
1	INTRODUCTION.....	84
2	DEFINITIONS.....	84
3	APPOINTMENT TO CONDUCT RECS REGISTRATION FUNCTIONS.....	85
4	RECS QUALIFICATION CRITERIA.....	85
5	PRODUCTION DEVICE REGISTRATION.....	85
6	RECS CERTIFICATES.....	86
7	REDEMPTION STATEMENTS.....	88
CHAPTER 3: DISCLOSURE CERTIFICATES		89
1	INTRODUCTION.....	89
2	APPOINTMENT CRITERIA.....	90
3	DISCLOSURE QUALIFICATION CRITERIA.....	91
4	PRODUCTION DEVICE REGISTRATION.....	91
5	EECS-DISCLOSURE CERTIFICATES.....	91
CHAPTER 4: CHP-GO CERTIFICATES		95
1	INTRODUCTION.....	95
2	APPOINTMENT CRITERIA.....	97
3	CHP-GO QUALIFICATION CRITERIA.....	97
4	PRODUCTION DEVICE REGISTRATION.....	97
5	CHP-GO CERTIFICATES.....	98
CHAPTER 5: GoO RES-E INCLUDING DOMAINS WITH MULTIPLE CERTIFICATES		100
1	INTRODUCTION.....	100
2	APPOINTMENT CRITERIA.....	102

3	QUALIFICATION CRITERIA	102
4	PRODUCTION DEVICE REGISTRATION	103
5	CREATION OF GoO RES-E UNDER THIS SCHEME	103

PREFACE

Status of these Principles and Rules of Operation

These Principles and Rules of Operation (the PRO) constitute the Basic Commitment issued under Article 2 of the Articles of Association of the Association of Issuing Bodies (AIB).

The PRO is subject to amendment from time to time under the terms of section L (CHANGE PROCEDURES) supplemented by detailed procedures established by the AIB in a PRO Subsidiary Document.

Purpose of the PRO

The PRO governs the European Energy Certificate System (EECS) – a commercially funded, integrated European framework for issuing, holding, transferring and otherwise processing electronic records (EECS Certificates) certifying, in relation to specific quantities of energy output, attributes of its energy source and/or the method and quality of its production.

The purpose of the PRO is to secure, in a manner consistent with European Community law and relevant national laws, that systems operating within the EECS framework are reliable, secure and inter-operable. The implementation, under the PRO, of harmonised standards for issuing and processing EECS Certificates enables the owners of EECS Certificates to transfer them to other Account Holders at both the domestic and international level.

Effect of the PRO

The PRO is a constitutional document of the AIB, issued under its Articles of Association. As such, the PRO sets out obligations of AIB Members in connection with their membership. These obligations are owed to the AIB. The PRO does not in itself create duties or obligations owed to third parties, nor does it create obligations that are enforceable (other than through the auspices of the AIB) as between Members themselves.

The effectiveness of the PRO in achieving its purpose is dependent on the offices of the AIB, which assumes a regulatory function. In this regard, the AIB relies, in part, on Members conducting “peer reviews” in accordance with Subsidiary Documents established by the AIB. Members’ duties in relation to the areas for which they are responsible (Domains) include oversight of their customers’ compliance with obligations that are not adequately covered by applicable legislation.

To the extent that such matters fall within their jurisdiction, supervision by governmental agencies and national regulators of the activities of Members and their customers also assure the coherence and reliability of EECS.

Structure of EECS

The PRO establishes harmonised standards for the creation, maintenance, transfer, redemption and other processing of EECS Certificates. The PRO requires Members to adopt these standards as a pre-requisite for participation (as a Scheme Member) in individual EECS Schemes – the parts of the EECS framework which relate to specific types of EECS Certificates.

EECS Certificates may be based on guarantees of origin issued pursuant to European Community legislation as implemented by Member States. They may also be issued in connection with other legislative certification schemes or under other, entirely voluntary, arrangements. The processing of each type of EECS Certificate is subject to requirements applicable to all EECS Certificates. In addition, individual Chapters of the PRO impose requirements specific to individual types of EECS Certificates.

For a Member to become a Scheme Member of an individual EECS Scheme, the provisions applicable in that Member’s Domain (its Domain Scheme) must satisfy both the general requirements of the PRO and the requirements of the Chapter specifically relating to that EECS Scheme. A Domain Scheme consists of the applicable legislative and administrative arrangements with respect to the issue of relevant Certificates, together with a Domain Protocol and the Member’s Standard Terms and Conditions. The Domain Protocol

supplements legislative provisions so as to secure that the Domain Scheme satisfies the requirement of the PRO, including the relevant Chapter. Standard Terms and Conditions contractually oblige the Member's customers to comply with the Domain Protocol. Standard Terms and Conditions also deal with commercial matters such as service provision and the Member's fees.

Members' customers (Account Holders) are not bound by the PRO itself, but by the applicable legislation in their Domain and their contractual obligations to comply with relevant Domain Protocols.

Structure of the PRO

Section A CORE PRINCIPLES

The Core Principles set out the long-term objectives of the AIB and its Members with respect to EECS. They provide guidance to Members on the development of the PRO, and are used to determine the prioritisation of Change Proposals.

Section B DEFINITIONS AND INTERPRETATION

Section B defines terms used in the PRO. It also sets out provisions regarding the interpretation of the PRO, which are largely a matter of common sense, but which have been included to reduce the chances of inappropriate interpretation of its terms.

Section C EECS SCHEMES

Section C defines the architecture of individual EECS Schemes. It sets out generally applicable provisions with respect to the establishment, nature and effect of EEC Schemes and their component parts – Domains, Domain Schemes, Domain Protocols and Members' Standard Terms and Conditions.

In summary, EECS Schemes are established by the incorporation into the PRO of a "Chapter" setting out specific criteria to be met by Members who wish to become (or remain) Scheme Members. Membership of EECS Schemes is only open to Members of the AIB, but Members are not required to become Scheme Members of every (or, indeed, any) EECS Scheme.

Membership of an EECS Scheme entitles the Member to issue EECS Certificates under that EECS Scheme in respect of appropriately registered Production Devices in its Domain. As indicated above, the contents of the Domain Schemes (including the Domain Protocols) must be consistent with the specific provisions of the relevant Chapter, and the general provisions of the PRO with respect to such matters. A Member owes a duty to the AIB to comply with the provisions of its own Domain Scheme.

Registrants of Production Devices become eligible to receive EECS Certificates under a specific EECS Scheme by contractually committing with the Member responsible for the relevant Domain (under that Member's Standard Terms and Conditions) to comply with the Domain Protocol. The Registrant will also be subject to applicable legislation. For convenience, Domain Protocols are required to include a summary of this legislation.

The criteria for the establishment of Domains include measures to prevent the double-issue of EECS Certificates.

Section D ADMISSION AND EXPULSION PROCEDURES

Section D establishes procedures for the admission of Members into EECS Schemes and provides for their withdrawal, and, in cases of material and persistent, or wilful, or grossly negligent non-compliance, their suspension and expulsion, from individual EECS Schemes.

Section E HARMONISATION MEASURES

Section E establishes the common standard for all EECS Schemes, which must be reflected in Scheme Members' Domain Schemes (either in applicable legislative measures or in the Domain Protocol). These standards principally relate to the registration of Production Devices and the format and procedures for issuing EECS Certificates.

Section F PROCESSING OF EECS CERTIFICATES

Section F establishes requirements with respect to Members' systems and processes in relation to the processing of EECS certificates, referring to the detailed requirements set out in Subsidiary Documents. This section also establishes the mechanisms for issue and Redemption of EECS Certificates, and their transfer (on behalf of Account Holders) between Members.

Section G PROBITY OF MEMBERS

Section G establishes Members' duties to the AIB with respect to their general conduct, covering matters such as conflict of interest and the confidentiality of information held by Members in connection with EECS.

Section H MEMBERS' AGENTS AND MEASUREMENT BODIES

Section H establishes criteria for the appointment of Members Agents – bodies to which Members may sub-contract their responsibilities. These responsibilities include matters such as the maintenance of EECS Registries; the verification of applications for the registration of Production Devices; and the audit of the quantity and quality of their energy output.

Section I COMPLIANCE

Section I establishes the procedures whereby the AIB secures the compliance of Members and (on their behalf) Member's Agents in relation to Member's Duties under the PRO. It refers to detailed provisions set out in Subsidiary Documents. In relation to duties covered by legislation, supervision is the responsibility of government and/or national regulatory bodies and their appointed auditors.

Section J DISPUTES

Section J establishes the dispute resolution procedures that apply with respect to disputes between Members and the AIB in relation to matters such as applications for membership of EECS Schemes and ongoing compliance. It also governs disputes between Members, providing a mechanism for disputes arising out of malfunctions in the operation of the EECS Certificate transfer process.

Section K ASSESSMENT PANELS

Section K establishes general criteria for the conduct and membership of the AIB's Assessment Panels. Detailed provisions in relation to such matters are set out in Subsidiary Documents including the Terms of Reference for specific types of Assessment Panels.

Section L CHANGE PROCEDURES

Section L establishes the mechanism for amending the PRO and Subsidiary Documents. Detailed procedures for the treatment of, and consultation on, Change Proposals are themselves set out in a Subsidiary Document.

Amendments to generally applicable provisions of the PRO and its Subsidiary Documents are implemented after approval by a qualified majority vote of all Members. Amendments to provisions of the PRO which relate to specific EECS Schemes (the Chapters), as well as Subsidiary Documents specifically

relating to individual EECS Schemes, are implemented after approval by a qualified majority vote of the Scheme Members.

The General Secretary of the AIB is responsible for amending PRO Fact Sheets to ensure that they reflect changes to Subsidiary Documents and changes in matters of fact (for example the existence of new Public Support schemes and the accession of new Members to the AIB).

Section L also addresses the co-ordination of change control between the PRO and Domain Schemes so as to maintain the coherence of EECS. In particular, it provides for the amendment of Domain Protocols in the light of changes in applicable legislation and changes to the PRO itself. It includes a requirement that Domain Protocols should include appropriate procedures for their own amendment, so that changes to the EECS Framework can be co-ordinated between the different Domains.

Section M GENERAL

Section M contains miscellaneous matters, such as procedures for the service of notices. Of particular importance are provisions relating to the exclusion of liability. Section M also contains provisions to facilitate the transition from the Basic Commitment to the PRO.

Chapters

The Chapters of the PRO establish individual EECS Schemes within the EECS framework. A Chapter includes definitions specific to the relevant EECS Scheme and sets out specific provisions in relation to them, including prerequisites to becoming a Scheme Member.

The Chapters also set out additional criteria for the contents of Domain Schemes specific to the relevant EECS Scheme. These criteria include pre-conditions and procedures for the registration of Production Devices for the purposes of the EECS Scheme and requirements as to contents of Scheme Certificates. The Chapter also sets out specific requirements as to the determination of energy output certified under the relevant EECS Scheme.

For each EECS Scheme a PRO Fact Sheet sets out the identity of the relevant Scheme Members.

PRO Fact Sheets

PRO Fact Sheets are published by the AIB for the purposes of the PRO and record relevant factual information and technical details. As observed above, the General Secretary of the AIB is responsible for securing the ongoing accuracy of PRO Fact Sheets.

Subsidiary Documents

Subsidiary Documents deal with detailed procedural and technical matters. The assessment of applications for membership of EECS Schemes is an example of such a procedural matter. Technical matters include the criteria for information technology systems and telecommunications links used by Members in connection with EECS; and procedures for system testing.

Although Subsidiary Documents are not part of the PRO itself, the PRO provides for their application in relevant circumstances. Subsidiary Documents are issued by the AIB but are subject to the provisions on change control set out in section L of the PRO and the provisions of the Subsidiary Document entitled "PRO Change Procedures".

A list of Subsidiary Documents is set out in the PRO Fact Sheet entitled "PRO Subsidiary Documents".

Use of EECS Certificates

Certification of the quality and method of energy output provides an efficient mechanism for accounting for: the quality of energy supplied to consumers and its method of production; the progress made towards targets for the use of sustainable energy technologies; and the production and consumption of energy for the purposes of stimulating investment in sustainable energy plant. Moreover, certification enables a value to be accorded to specific types of energy output and traded separately from the energy itself.

For a system of energy certification to discharge these functions effectively, users of the Certificates – producers, traders, suppliers, consumers, NGOs and governments – must be satisfied that the Certificates provide reliable evidence of the qualities to which they relate. The EECS framework functions to ensure that all such users have confidence in the Certificates issued and processed by AIB Members under EECS.

The life cycle of an EECS Certificate encompasses three phases: issuance, transfer and redemption:

- Electronic EECS Certificates are issued on registries operated by, or on behalf of, AIB Members in respect the energy output of Production Devices registered in connection with national legislation or, otherwise, specifically for the purposes of an EECS Scheme.
- These Certificates may be transferred from the account of the producer to that of a trader, and so on; either within the country of origin or to other registries operated by, or on behalf of, AIB Members across Europe.
- Redemption is the mechanism whereby the EECS Certificate is removed from circulation. Redemption occurs at the point at which the value of the Certificate is realised. Examples of circumstances in which the Redemption of an EECS Certificate may occur include: in connection with payment from a consumer in recognition of the qualities it represents; in connection with the award by government of a financial incentive, such as a tax rebate; or by way of discharge of a contractual or legal obligation. The PRO provides for EECS Certificates in respect of the same quality attributes and the same energy output to be Redeemed on only one occasion.

A CORE PRINCIPLES

A1 INTRODUCTION

A1.1.1 The Core Principles provide guidance to Members, Members Representatives, Member's Agents and the AIB (and their servants and agents) as to the manner in which they should discharge their responsibilities with respect to the development of the PRO.

A1.1.2 The Core Principles constitute the long-term objectives of Members for the development of the EECS System. The Core Principles are not in themselves binding on Members or the AIB.

A2 UNIQUENESS

A2.1.1 The arrangements for issuing, transferring and Redeeming EECS Certificates should be such as to eliminate the possibility of more than one EECS Certificate being issued, registered or Redeemed in respect of the same megawatt hour of energy.

A2.1.2 The arrangements for issuing EECS Certificates should be such as to eliminate the possibility of EECS Certificates being Issued in respect of the same energy and attributes for which other tradable Certificates (other than EECS Certificates of a different type where specifically permitted by the PRO) have or will be issued.

A3 OWNERSHIP OF EECS

A3.1.1 Subject to section A3.1.2, to the fullest extent possible under relevant national and regional law, the Account Holder of a Transferable Account should be treated (as between the Account Holder and that Member) as the owner of the EECS Certificates in that Transferables Account.

A3.1.2 The principle of ownership should not prevent the exercise by a Member in whose EECS Registration Database an EECS Certificate is held of any rights with respect to that EECS Certificate granted to it under its contract with the relevant Account Holder. Furthermore, the principle of ownership should not impair or undermine a Member's obligations under the PRO, or the obligations of an Account Holder under its contract with a Member or under the relevant Domain Scheme.

A4 OPERATIONAL RELIABILITY

A4.1.1 Sources of operational risk arising in the transfer process for EECS Certificates should be identified and mitigated through the development of appropriate systems, controls and procedures.

A4.1.2 Systems should be reliable and secure, and have adequate capacity.

A4.1.3 Contingency plans and backup facilities should be established to allow for timely recovery of records and operations and completion of the transfer process.

A5 PROTECTION OF ACCOUNT HOLDERS

A5.1.1 Accounting practices and safekeeping procedures should be employed that fully protect the EECS Certificates in Account Holders' Transferables Accounts.

A5.1.2 Members and Account Holders should co-operate in seeking to minimise the risk of an unauthorised instruction with respect to an EECS Certificate being acted upon.

A5.1.3 EECS Certificates should as far as practicable be protected against the claims of a Member's or CMO's creditors.

A5.1.4 Members are responsible for complying with applicable Data Protection legislation.

A6 GOVERNANCE

A6.1.1 The governance arrangements for the PRO and Domain Protocols should fulfil public interest requirements and promote the objectives of Members, Registrants and Account Holders.

A7 ACCESS AND TRANSPARENCY

A7.1.1 Participation in EECS should be based on objective and publicly disclosed criteria so as to achieve fair and open access to Members, service providers, and EECS Participants and potential Members, service providers, and EECS Participants.

A7.1.2 Access to details of EECS Certificates should be made available to EECS Participants.

A7.1.3 EECS Participants should be provided with sufficient information for them to identify and evaluate accurately the risks and rewards of transferring Certificates between Members' EECS Registration Databases.

A8 COST EFFECTIVENESS

A8.1.1 While maintaining safe and secure operations, Members should be cost-effective in meeting the requirements of EECS Participants.

A8.1.2 Members should be entitled to charge EECS Participants on a commercial basis for the provision of services in connection with the PRO.

A9 COMMUNICATIONS

A9.1.1 Members' Systems should use or accommodate appropriate international communication procedures and standards in order to facilitate effective, efficient and secure cross-border transfers.

A10 REGULATION AND OVERSIGHT

A10.1.1 Members should be subject to transparent and effective regulation and oversight at a national level in relation to performance of their obligations under National Certification Schemes.

A10.1.2 Members should be subject to transparent and effective regulation and oversight under the auspices of the PRO in relation to their compliance with the PRO (including the requirements of the relevant Chapter in respect of EECS Schemes of which they are Scheme Members).

A11 RECORDS

A11.1.1 Records which are sufficient to enable resolution of disputes relating to such matters as ownership of and eligibility for EES Certificates should be kept of all material communications between Members and EECS Participants regarding the registration of Production Devices and the Issue, transfer and Redemption of EECS Certificates.

B DEFINITIONS AND INTERPRETATION

B1 DEFINITIONS

B1.1.1 In the PRO and each Subsidiary Document, unless the context otherwise requires or there is express provision to the contrary, terms shall have the meanings respectively ascribed to them below:

TERM	MEANING
Account	a Transferables Account or a Redemption Account;
Account Holder	a person in respect of whom an Account is maintained on an EECS Registration Database;
Affiliate	the meaning ascribed to the expression “related undertaking” by the Internal Market in Electricity Directive - 2003/54/EC of the European Parliament and of the Council;
AIB	the international scientific association constituted in accordance with the Belgian law of 25 October 1919 (as amended) under the name of “Association of Issuing Bodies” with a company number of 0.864.645.330;
AIB Website	the website maintained by the AIB for the purposes of the PRO, the address of which is http://www.aib-net.org ;
Appointment Criteria	in relation to an EECS Scheme, the criteria designated as such in the Chapter establishing that EECS Scheme;
Approved	approved under section H3.2 to conduct specified functions in relation to the PRO;
Articles of Association	the Articles of Association of the AIB as amended from time to time in accordance with Belgian Law;
Assessment Panel	a panel of Members’ Representatives convened for the purposes of assessing: <ul style="list-style-type: none"> (a) an application made by a Member; or (b) a Member’s compliance with the terms of the PRO, a Domain Scheme, or a Rectification Order;
Authorised Body	in relation to any Domain Scheme, a person who is authorised or appointed by the Competent Authority for the relevant Domain to collect and determine measured energy values for use in connection with charging for use of (as is appropriate in connection with the relevant Production Device) a distribution or transmission system;
Basic Commitment	this document, issued pursuant to the Articles of Association and as amended from time to time, referred to herein as the PRO;

Certificate	<p>a certificate, record or guarantee (in any form including an electronic form) in relation to:</p> <ul style="list-style-type: none"> (a) the energy source from which a quantity of energy output is produced, and/or (b) attributes of the method and quality of the production of a quantity of energy output;
Certification Scheme	<p>a legislative, administrative and/or contractual framework establishing a system of Certificates;</p>
Change Proposal	<p>a proposal made by a Member to amend the PRO or a Subsidiary Document;</p>
CMO	<p>in relation to any Domain Scheme either:</p> <ul style="list-style-type: none"> (a) the Scheme Member with respect to the relevant Domain (and EECS Scheme); or (b) where such appointment has been made, the person appointed by such Scheme Member to administer the operation of the EECS Registration Database for the purposes of that Domain Scheme and the relevant Domain;
Cogeneration (CHP)	<p>The simultaneous generation in one process of thermal energy and electrical and/or mechanical energy. Also known in this Chapter as “CHP”;</p>
Competent Authority	<p>in relation to the exercise or discharge of any legislative, governmental, regulatory or administrative function with respect to any Domain, the body 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;</p>
Compliance Assessment Panel	<p>an Assessment Panel convened in accordance with the provisions of the Subsidiary Document “Assessment Panels”, for the purposes of assessing an alleged non-compliance with the terms of the PRO or a Domain Scheme;</p>
Core Principles	<p>the principles set out in section A ;</p>
Domain	<p>in relation to an EECS Scheme, an area containing Production Devices with respect to which a Scheme Member (the Originating Member) is responsible for issuing EECS Certificates under that EECS Scheme;</p>
Domain Code	<p>a code signifying the identity of a Domain (and accordingly corresponding to an EECS Registration Database)</p>
Domain Protocol	<p>in connection with an EECS Scheme and a Domain, the document approved by the AIB in relation thereto under section D4;</p>

Domain Scheme	in relation to any EECS Scheme and Domain the legislative, regulatory, administrative and contractual framework (including the relevant Domain Protocol and Standard Terms and Conditions) establishing that EECS Scheme in that Domain;
Domain Scheme Assessment Panel	<p>an Assessment Panel convened, in accordance with the provisions of the Subsidiary Document "Assessment Panels", for the purposes of assessing:</p> <ul style="list-style-type: none"> (a) a Member's application for EECS Scheme Membership; (b) a Member's application for approval of a Domain, Domain Scheme, Domain Protocol or Standard Terms and Conditions; (c) a Member's application for approval of an amendment to a Domain Protocol or Standard Terms and Conditions (d) compliance of a Domain Scheme following a change to relevant national or regional legislation;
Domain Scheme Participant	a Registrant for the purposes of an EECS Scheme of a Production Device, within the Domain to which that Domain Scheme relates and/or an Account Holder on the EECS Registration Database established for the purposes of that Domain Scheme;
EECS	the integrated European framework for the issuing, registration, transfer, Redemption and other processing of Certificates arising as a consequence of the implementation of the provisions of the PRO;
EECS Certificate	a unique electronic Certificate specifying and representing the quality and method of production of a specific quantity of energy output, which is maintained on a EECS Registration Database, and Issued in accordance with the provisions of a Domain Scheme;
EECS Participant	any Domain Scheme Participant with respect to any Domain Scheme;
EECS Registration Database	<p>a database operated by a Member, or operated by a CMO on behalf of a Member, for the purposes of EECS, comprising:</p> <ul style="list-style-type: none"> (a) Transferables and Redemption Accounts and the EECS Certificates in those Accounts; (b) details of Production Devices and information provided to the Member or its CMO in connection with the registration of those Production Devices with that Member or CMO; and (c) details of EECS Certificates which have been transferred out of that EECS Registration Database;

EECS Scheme	a Certification Scheme established by a Chapter of the PRO, together with the Domain Schemes in respect of the Domains of Scheme Members for the purposes of such EECS Scheme;
EECS Transfer System	the communication links and procedures for the transfer of EECS Certificates established by Members pursuant to the PRO;
Expire	the Withdrawal of an EECS Certificate as a consequence of the passage of a given period of time since its Issue;
Export Meter	a device, or collection of devices, and supporting arrangements for determining (in whole or in part) the quantity of electrical energy flowing from a Production Device to a distribution or transmission system and, where permitted by national practice, including the electrical energy flowing from that Production Device to satisfy onsite demand;
Face Value	the amount, in MWh, of energy output to which an EECS Certificate relates;
General Meeting	a general meeting of the Members of the AIB, convened in accordance with the Articles of Association;
Harmonisation Measures	the provisions of section E;
Hub	The AIB communications Hub is an electronic system which is responsible for distribution of messages and acknowledgements between registries and is defined in detail in Subsidiary Document SD03;
Implementation Date	the date on which the amendment to this Basic Commitment, which gave effect to the provision hereof providing for this document to be referred to as the PRO, came into effect;
Import Meter	a device, or collection of devices, and supporting arrangements for determining the quantity of electricity input into a Production Device (including electrical energy input from a distribution or transmission system or, where enabled by the location of the Export Meter, onsite generation);
Issue	the process of creating (as an EECS Certificate) a record in a Transferables Account in an EECS Registration Database;
Issuing Frequency	The frequency with which EECS Certificates are issued;
Legislative Certification Scheme	a Certification Scheme implemented pursuant to the law of the European Community, the European Economic Area or the laws of any two or more European states acting in conjunction with each other;
Measurement Body	a person responsible for collecting and determining (on behalf of the Registrant) measured energy values of the energy output of a Production Device;
Measurement Frequency	The frequency with which the energy output of a Production Device is measured;

Member	a member of the AIB from time to time (as determined in accordance with the provisions of the Articles of Association and the law of Belgium);
Member's Agent	a person, including a CMO, engaged by a Member to perform any of its obligations under the PRO on its behalf;
Member's Representative	an individual appointed to act as the representative of a Member pursuant to the terms of the Articles of Association, or any internal regulations of the AIB issued pursuant thereto, or the PRO or any Subsidiary Document;
MWh	megawatt hour;
National Certification Scheme	in relation to a Domain for an EECS Scheme, the legislative, administrative and/or contractual framework establishing the Legislative Certification Scheme on which that EECS Scheme is based in the state or region in which that Domain is situated;
Nominal Capacity	<p>the meaning ascribed to that expression by Unipede terminology (1991) item 2.1.3 (Power, capacity, load, demand);</p> <p>NOTE: Nominal Capacity is usually determined by the manufacturer's specification and often appearing on the "nameplate" of the equipment not necessarily relating to any operational reality) is a characteristic of a particular class of equipment considered in operation, and for prime movers is measured in kW on the shaft. Where it refers to a power station (kW or kVA), it is the arithmetic sum of the nominal capacities of the machines of the same type (e.g. steam, gas turbine, hydro), and normally includes the main and auxiliary generators of all generator sets including standby generator sets. Values of kVA and cos(j) should also be recorded where these are available.</p>
Originating Member	with respect to an EECS Certificate, the Member which Issued that EECS Certificate;
Originating Production Device	in relation to an EECS Certificate, the Production Device which produced the energy output to which that EECS Certificate relates;
PRO	this document (being the Basic Commitment issued pursuant to the Articles of Association of the AIB and the Principles and Rules of Operation of Members for EECS) as amended from time to time in accordance with section L;
PRO Fact Sheet	a document, referred to as such in the PRO, published by the AIB, as such document is amended from time to time by the General Secretary in accordance with section L;
Production Audit	in relation to any Production Device, the independent examination by a Production Auditor of relevant records and, where appropriate plant and equipment to confirm the accuracy of Production and (where appropriate) Consumption Declarations in relation to that Production Device;

Production Auditor	in relation to any Domain Scheme, such Approved Body as the relevant Scheme Member appoints to audit information provided by Registrants in Production Declarations by reference to the records of, or made available by, the Registrant (or, if different, the owner or operator of the relevant Production Device) and, where appropriate, by inspecting the relevant Production Device;
Production Declaration	in relation to any EECS Scheme shall have the meaning ascribed to that expression in the Chapter establishing that EECS Scheme;
Production Device	a separately metered device or group of devices that produces an energy output;
Production Registrar	in relation to any Domain Scheme, the relevant Scheme Member or such other person as the Domain Scheme provides is responsible for assessing applications to register Production Devices for the purposes of the relevant EECS Scheme;
Public Support	<p>any direct or indirect financial support (other than through the sale or Redemption of EECS Certificates) that has been or is currently being received for investment in Production Devices that produce RES-E or for the current (ongoing) production of RES-E. Public Support includes:</p> <ul style="list-style-type: none"> (a) financial support given to RES-E Production Devices; (b) financial support which is higher for RES-E Production Devices or their energy output than it is for non-RES-E Production Devices or, as the case may be, their energy output; and (c) premium prices paid in for the supply of energy in recognition of its particular method or quality of production;
Qualification Criteria	in relation to an EECS Scheme, the criteria for Production Devices to qualify for registration the purposes of that EECS Scheme set out in the Chapter establishing that EECS Scheme;
Rectification Order	an order issued by the AIB under section D5.1.1 requiring a Member to take specific steps to bring itself or one of its Domain Schemes into compliance with the terms of the PRO;
Redeem	<p>to remove an EECS Certificate from a Transferables Account at the request of an Account Holder for the purposes of enabling the Account Holder (whether on its own behalf or on behalf of another person):</p> <ul style="list-style-type: none"> (a) to realise such real or intangible benefits as may be accorded to it; and/or (b) to comply with a legal obligation; <p>(and Redemption shall be construed accordingly);</p>

Redeeming Body	a body, which may or may not be an Account Holder which: <ul style="list-style-type: none"> (a) provides real or intangible benefits in connection with the Redemption of EECS Certificates; and/or (b) imposes a legal obligation that may be satisfied by the Redemption of EECS Certificates;
Redemption Account	a record on an EECS Registration Database relating to a particular person incorporating EECS Certificates which have been Redeemed by that person, or which have been transferred to that person in connection with their Redemption by another Account Holder;
Registrant	a person in whose name a Production Device is registered from time to time in an EECS Registration Database for the purposes of an EECS Scheme;
Registration Functions	the registration of Production Devices and the issuing and registration of Certificates in respect of their output, and the maintenance of records regarding such processes;
Registration Period	The length of the period following the successful registration of a Production Device in an EECS Registration Database at the end of which such registration lapses;
Renewable Energy Directive	Directive 2001/77/EC of the European Parliament and of the Council of 27 September 2001 on the promotion of electricity produced from renewable sources in the internal electricity market;
Renewable Energy Sources	the meaning given to that expression by the Renewable Energy Directive;
RES-E	the meaning attributed to the expression “electricity produced from renewable energy sources” by the Renewable Energy Directive;
RES-E Production Device	a Production Device used to generate RES-E;
Scheme Certificate	in relation to any EECS Scheme, an EECS Certificate Issued by a Scheme Member in respect of a Production Device in accordance with the Domain Scheme establishing that EECS Scheme in the Domain in which that Production Device is situated;
Scheme Member	in relation to any EECS Scheme or Scheme Certificate, a Member which is for the time being admitted to the relevant EECS Scheme in accordance with section D3.4.1;
Standard Terms and Conditions	in relation to a Domain Scheme, the terms and conditions upon which the Scheme Member is prepared to provide services, as contemplated by the PRO, to Domain Scheme Participants;
Subsidiary Document	a document designated as such by any provision of the PRO and published in accordance with the provisions thereof;

System	the website, communication links, database and associated software, hardware and administrative procedures, used or proposed to be used by a Member or a Member's Agent in connection with any EECS Scheme;
Transfer Criteria	In relation to a Scheme Member, provisions with respect to the contents of Scheme EECS Certificates consistent with the requirements of sections E1.1.4 and E3 set out in that Scheme Member's Domain Scheme ;
Transfer Request	<p>a request to transfer one or more EECS Certificates which specifies (in accordance with the requirements of the relevant Domain Scheme):</p> <ul style="list-style-type: none"> (a) the identity of the relevant EECS Certificates; (b) the identity of the Transferables Account in which such EECS Certificates are held; (c) the identity of the Transferee's Transferables Account; and (d) the Domain Code corresponding to the EECS Registration Database on which such Transferables Account is held, <p>and which is made by the Account Holder of that Transferables Account or (subject to the terms of the relevant Domain Scheme) by the operator of a trading exchange which the Account Holder has notified the relevant Member is authorised to make such a request in relation to EECS Certificates held in its (relevant) Transferables Account;</p>
Transferables Account	<p>a record on an EECS Registration Database relating to a particular person incorporating:</p> <ul style="list-style-type: none"> (a) EECS Certificates Issued to that person by the Member operating that EECS Registration Database; and (b) EECS Certificates transferred (by notice to the Member operating that EECS Registration Database) by another person; <p>which in either case have not subsequently:</p> <ul style="list-style-type: none"> (i) been transferred to another Transferables Account on this or another EECS Registration Database; (ii) been Redeemed; (iii) Expired; or (iv) been Withdrawn;
Transferee	an Account Holder whose Transferables Account has been nominated in a Transfer Request;
Transferor	an Account Holder who has requested the Member in whose EECS Registration Database the EECS Certificate is held to transfer an EECS Certificate from its Transferables Account in that EECS Registration Database to another Transferables Account;

Withdrawal

the removal of an EECS Certificate from a Transferables Account by the Issuing Body on whose EECS Registration Database that EECS Certificate resides, other than for the purposes of its transfer to a Redemption Account or another Transferables Account.;

B2 INTERPRETATION

B2.1 General

B2.1.1 In the PRO and each Subsidiary Document, unless the context otherwise requires or there is express provision to the contrary:

- (a) a reference to a particular section is a reference to a section of the document in which such reference is made;
- (b) a reference in a Chapter to a particular section is a reference to a section of the Chapter in which such reference is made;
- (c) words in the singular may be interpreted as including the plural and vice versa;
- (d) the word “including” shall be construed as meaning “including without limitation”;
- (e) a term derived from any term the definition or interpretation of which is provided for by this section B shall be construed in accordance with the relevant definition or interpretative provision;
- (f) a reference to a particular gender may be interpreted as including any other gender;
- (g) a reference to a person (howsoever made) includes a reference to a body corporate or government agency;
- (h) a reference to a “body” is reference to a body corporate, government agency, or where appropriate a panel of Members’ Representatives convened by the AIB under the terms of its Articles of Association, its internal regulations or the PRO;
- (i) a reference to an action taken “under” the PRO, any Subsidiary Document or any section or other part of any such document is a reference to an action taken in accordance with and subject to (as the case may be) the terms of the PRO, such Subsidiary Document or such section or other part;
- (j) a reference to any legislative measure shall be construed, at any particular time, as including a reference to any modification, extension, re-adoption or re-enactment (whether made before or after the date on which the relevant provision of the PRO or Subsidiary Document was adopted) of that legislative measure in force at that time;
- (k) a reference to any Subsidiary Document shall be construed, at any particular time, as including a reference to any modification, extension or replacement of that Subsidiary Document in force at that time; and
- (l) a reference to any agreement is to such agreement as amended, novated or replaced from time to time.

B2.1.2 A reference in any Chapter to a section of the PRO is, unless the context otherwise requires or there is express provision to the contrary, a reference to a section in the Chapter in which such reference is made.

B2.1.3 In the event of any inconsistency between the provisions of the PRO and the provisions of a Subsidiary Document the provisions of the PRO shall take precedence.

B2.1.4 The index and section headings and Preface of the PRO are for convenience only and shall not affect the interpretation of the PRO.

B2.2 Notes and Examples

B2.2.1 Notes and examples under sections of the PRO are given for illustrative purpose only and, in the event of any discrepancy between any note or example and the provisions of the PRO, the latter shall prevail.

B3 RESPONSIBILITY OF MEMBERS

B3.1 Members' Duties under the PRO

B3.1.1 Any references in the PRO or any Subsidiary Document to an obligation or responsibility of a Member or a member of an Assessment Panel (howsoever made) is to be construed as that Member or member owing the obligation to, or being responsible to, the AIB alone.

B3.2 CMOs

B3.2.1 Where a Member has appointed a CMO then unless the context otherwise requires:

- (a) references to that Member's EECS Registration Database shall be treated as being references to the EECS Registration Database operated by that CMO; and
- (b) references to that Member shall be treated as being references to that CMO.

C EECS SCHEMES

C1 INTRODUCTION

C1.1 General

C1.1.1 This section C:

- (a) sets out provisions with respect to the establishment, nature and effect of EECS Schemes and their component parts – Domains, Domain Schemes, Domain Protocols and Members' Standard Terms and Conditions;
- (b) provides for the implementation of EECS Schemes at national and/or regional level, *inter alia*, through the adoption of Domain Protocols in accordance with the requirements of section C6
- (c) imposes obligations on Scheme Members of EECS Schemes; and
- (d) describes the nature of EECS Certificates.

C1.1.2 Matters particular to an individual EECS Scheme and individual types of EECS Certificates are dealt with in the Chapter which establishes the relevant EECS Scheme.

C2 ESTABLISHMENT OF EECS SCHEMES

C2.1 Means of Establishment

C2.1.1 An EECS Scheme is established within EECS by a specific Chapter of the PRO.

C2.1.2 Further EECS Schemes may be established (and the PRO amended by the introduction of further Chapters accordingly) from time to time in accordance with section L.

C2.1.3 An EECS Scheme may be based on a Legislative Certification Scheme or may be established an entirely voluntary (but commercial) basis.

C2.2 Effect of Establishment

C2.2.1 An EECS Scheme establishes standardised requirements for Scheme Members (including obligations to be imposed on their Registrants and Account Holders) with respect to the Issue, transfer and redemption of Scheme Certificates.

C2.2.2 An EECS Scheme based on a Legislative Certification Scheme incorporates (within Domain Schemes) the terms of the National Certification Schemes applicable in the Domains of Scheme Members.

C2.2.3 An EECS Scheme is dependant for its implementation on the Domain Schemes and on Scheme Members' contracts with Registrants and Account Holders.

C2.2.4 A Scheme Member of an EECS Scheme may conduct operations in its Domain under the terms of a National Certification Scheme without complying with the terms of the relevant Domain Protocol in respect of that EECS Scheme. However, Certificates issued in such circumstances are not EECS Certificates nor are they eligible for transfer under EECS.

C3 MEMBERSHIP OF EECS SCHEMES

C3.1 Introduction

C3.1.1 A Member may, in accordance with, and subject to, the provisions of section D, become a Scheme Member of any EECS Scheme in relation to one or more Domains.

C3.2 Admission Criteria

- C3.2.1 A Member may not become a Scheme Member of any EECS Scheme unless:
- (a) the database it proposes to use as the EECS Registration Database for that EECS Scheme or that of any proposed CMO meets the requirements of the Subsidiary Document “EECS Registration Databases”;
 - (b) its Transfer Links or that of any CMO which it appoints meet the requirements of the Subsidiary Document “EECS Registration Databases”;
 - (c) the Transfer Links and the EECS Registration Database of the Member (and any proposed CMO) and the processes to be used in connection therewith meet the requirements specified by any other Subsidiary Document for the purposes of this section C3.2.1;
 - (d) each of its proposed Member’s Agents with respect to that EECS Scheme is an Approved Member’s Agent for the purposes of the functions specified in relation to it in the relevant Domain Protocol;
 - (e) it has discharged all payments due from it to the AIB, including any outstanding membership fees;
 - (f) it is not at such time suspended from any other EECS Scheme or in breach of a Rectification Order.
- C3.2.2 A Member may not become a Scheme Member of an EECS Scheme in respect of a Domain unless:
- (a) it satisfies, in relation to that Domain, the Appointment Criteria for the relevant EECS Scheme;
 - (b) that Domain satisfies the requirements of section C4.2;
 - (c) its Standard Terms and Conditions for the EECS Scheme and its proposed Domain satisfy the requirements of C7 and the relevant Chapter;
 - (d) its proposed Domain Protocol for that Domain satisfies the requirements of section C6.2.
 - (e) information recorded on the relevant EECS Registration Database with respect to each Production Device in that Domain registered for the purposes of that EECS Scheme will be made available to any EECS Participant to the extent (if any) required by the relevant Chapter; ;
 - (f) subject to section (g) below, all information required for the determination of the energy output of Production Devices within that Domain and the calculation of energy output Certifiable for the purposes of the EECS Scheme will be collected and processed by Authorised Bodies;
 - (g) in the absence of an Authorised Body responsible for any function specified in section (f) above in relation to the Domain, the relevant function will be conducted by the Member itself, or by an Approved Measurement Body on behalf of the Registrant of the relevant Production Device; and
 - (h) if the proposed Domain, Domain Protocol and Standard Terms and Conditions are accepted, the resultant Domain Scheme would satisfy the requirements of section C5.2 and the relevant Chapter.

C3.3 Admission of Members

- C3.3.1 Members are admitted to EECS Schemes as Scheme Members in accordance with the provisions of section D3. Subject to section C3.3.2, a Scheme Member of an EECS Scheme shall remain a Scheme Member of that EECS Scheme until such time as it withdraws from the EECS Scheme in accordance with section D8 or is expelled from it in accordance with section D7.

C3.3.2 A Scheme Member shall temporarily cease to be a Scheme Member of an EECS Scheme with respect to a Domain for the period of any suspension in relation thereto under section D.

C3.4 Consequences of Scheme Membership

C3.4.1 At any time during which it is admitted to an EECS Scheme a Scheme Member:

- (a) may, in accordance with the Domain Scheme for such Domain, Issue Scheme Certificates in respect of any Production Device within any of its Domains (as at such time) registered for the purposes of that EECS Scheme;
- (b) on receipt of a Transfer Request, shall transfer Scheme Certificates from the appropriate Transferables Account in its EECS Registration Database to the EECS Registration Database of any other Scheme Member provided that in relation to such transfer its own Transfer Criteria and the Transfer Criteria of that Scheme Member are met; and
- (c) shall receive into the appropriate Account in its EECS Registration Database transfers of Scheme Certificates from the EECS Registration Database of any Scheme Member of the same EECS Scheme, provided that in relation to such transfer its own Transfer Criteria are met.

C3.5 Obligations of Scheme Members

C3.5.1 A Scheme Member shall comply with the requirements of section F.

C3.5.2 A Scheme Member shall comply with those provisions of the Domain Schemes in relation to its Domains which apply to the Scheme Member itself.

C3.5.3 A Scheme Member of an EECS Scheme shall (subject to obtaining the necessary approval of the AIB for any changes to its Domain Protocols under section L5) ensure that the Domain Protocol in respect of each of its Domains secures that the Domain Schemes for each of those Domains complies with the provisions of section C5.2 and the relevant Chapter.

C3.5.4 A Scheme Member of an EECS Scheme shall institute applications for approval of proposed changes to Domain Protocols under section L5 on a timely basis so as to enable the AIB (where appropriate) to approve any changes in good time to prevent any change to the terms of the PRO or a relevant National Certificate Scheme rendering the Domain Scheme in respect of any of its Domains non-compliant with the provisions of section C5.2 and the relevant Chapter.

C3.5.5 It is the responsibility of the relevant Scheme Member to secure that those aspects of a Domain Scheme applicable to Domain Scheme Participants are enforced and that the sanctions and remedies for failures on the part of Domain Scheme Participants therewith are enforced.

C3.5.6 A Scheme Member shall only provide services to Registrants and Account Holders in connection with any EECS Scheme on contractual terms substantially the same as the Standard Terms and Conditions incorporated within the relevant Domain Scheme.

C3.5.7 Where required to do so by the relevant Chapter, a Scheme Member shall make available on request information with respect to an Originating Production Device registered in its EECS Registration Database from time to time to the extent that such information is not contained in Scheme Certificates in respect of that Production Device.

C3.5.8 A Scheme Member shall monitor the transfers of Scheme Certificates within and to and from its EECS Registration Database.

C3.5.9 A Scheme Member shall no less than once every three months publish on a specified website a report on the number of Scheme Certificates with respect to

each EECS Scheme and each of its Domains, which, within the preceding three calendar months:

- (a) it has Issued;
- (b) (where relevant) have been transferred within its EECS Registration Database from Accounts associated with one Domain to Accounts associated with another Domain held on the same EECS Registration Database;
- (c) have been transferred into its EECS Registration Database from EECS Registration Databases of other Members;
- (d) have been transferred from its EECS Registration Database to EECS Registration Databases of other Members;
- (e) it has transferred from Transferables Accounts to Redemption Accounts.

C3.5.10 A Scheme Member shall contribute to the AIB annual report in respect of a calendar year within six months of the end of that calendar year on matters relating to the functioning and efficiency of the market in Scheme Certificates Issued or transferred to Transferable Accounts in its EECS Registration Database(s).

C3.5.11 The report referred to in section C3.5.10 shall specify any institutional, structural, and legal impediments to the efficient functioning of the EECS Scheme within each of the Scheme Member's Domains.

C3.5.12 It is recommended that a Scheme Member reports failures by Domain Scheme Participants to comply with the provisions of the Domain Scheme to the Competent Authorities in relation to such matters. Such failures shall include behaviour by Domain Scheme Participants of which the Scheme Member is aware and which, in its reasonable opinion, amounts to a breach of Competition Law, or applicable law governing the conduct of financial markets.

C3.5.13 A Scheme Member shall notify the AIB of any report made by it under section C3.5.12 and shall provide the AIB with as much information in relation to such report as is consistent with any duty of confidentiality it may have to the relevant Domain Scheme Participant(s).

C3.5.14 A Scheme Member shall at its own discretion conduct inspections of Production Devices registered on its EECS Registration Database and associated Import and Export Meters with a view to satisfying itself that:

- (a) the information recorded in relation thereto on the EECS Registration Database is accurate;
- (b) the Registrant and, where applicable, the owner and/or operator of the Production Device, is complying with all relevant obligations under the relevant Domain Scheme; and
- (c) such Production Device meets the Qualification Criteria for the EECS Schemes in relation to which it is registered.

C3.5.15 A Scheme Member shall at its sole discretion conduct ad hoc inspections of records associated with relevant Public Support in relation to Production Devices registered on its EECS Registration Database for the purposes of EECS Schemes.

C3.5.16 Where a Scheme Member determines that a Domain Scheme Participant is in breach of the relevant Domain Scheme, or determines that a Production Device is in breach of the Production Criteria for an EECS Scheme in relation to which it is registered, that Scheme Member shall:

- (a) take such action as is necessary to secure that it is compliant with section C3.5.17(b), such action to include, in a case of material non-compliance

-
- with the Domain Scheme by the Registrant, the withdrawal of registration of the relevant Production Device for the purposes of the EECS Scheme; and
- (b) notify the AIB of such breach where the Scheme Members is of the reasonable opinion that such breach could affect the transfer of EECS Certificates out of its EECS Registration Database into the EECS Registration Database of another Member.
- C3.5.17 A Scheme Member shall endeavour to provide a system that ensures that:
- (a) the information provided in connection with applications for Registration of Production Devices on its EECS Registration Database for the purposes of the relevant EECS Scheme is verified as being complete and accurate;
- (b) Scheme Certificates are only Issued in respect of Production Devices in its Domain that satisfy the Production Device Criteria for the relevant EECS Scheme;
- (c) no more than one Scheme Certificate is Issued in respect of the same energy output of a Production Device within its Domain;
- (d) Scheme Certificates Issued in respect of Production Devices in its Domain accurately reflect the amount of energy output of the relevant type.
- C3.5.18 A Scheme Member shall ensure that its procedures for the registration of Production Devices for the purposes of the relevant EECS Scheme, and its procedures for the Issue, transfer and Redemption of Scheme Certificates are robust, effective, efficient and adequate.
- C3.5.19 The Scheme Member shall verify the information provided in connection with an application to register a Production Device in its EECS Registration Database for the purposes of the relevant EECS Scheme and conduct an inspection of such Production Device where appropriate.
- C3.5.20 For the purposes of section C3.5.19, an inspection of a Production Device is likely to be appropriate where:
- (a) the application for registration indicates that the energy source for the relevant Production Device is in whole or in part comprised of biomass;
- (b) the Scheme Member (or Production Registrar) is not familiar with the Production Device;
- (c) the Scheme Member (or Production Registrar) is familiar with the Production Device and the information provided in the relevant application does not accord with the Scheme Member's (or Production Registrar's) experience and prior information;
- (d) the Production Device is technologically novel or complex;
- (e) the information in the relevant application cannot otherwise be verified;
- (f) the relevant application relates to a Production Device which is or has previously been registered and specifies significant changes to the Production Device,
- but may be appropriate even where such circumstances do not apply.
- C3.5.21 A Scheme Member shall seek, gain and maintain recognition under such internationally recognised quality standards as the AIB may specify.
-

C4 DOMAINS**C4.1 Introduction**

- C4.1.1 A Scheme Member's Domain in relation to an EECS Scheme is an area in which are situated Production Devices in relation to which it may Issue Scheme Certificates.
- C4.1.2 A Member's Domains for the purposes of different EECS Schemes may be identical (although the Domain Protocol and Domain Scheme in respect of the Domain will differ for the purposes of each EECS Scheme).
- C4.1.3 A Scheme Member may have more than one Domain under the same EECS Scheme.
- C4.1.4 The same area may be a Domain for the purposes of different EECS Schemes whether or not the same Member is the Scheme Member for that Domain under each such EECS Scheme.

C4.2 Criteria

- C4.2.1 Subject to section C4.2.2, the area of a Domain shall be defined in geographical or geopolitical terms.
- C4.2.2 A Domain may be defined by reference to connections to a system or systems for the transmission and/or distribution of electricity provided that the AIB is satisfied that the question of whether or not a Production Device falls within that Domain can be readily determined and that its adoption will not prejudice the attainment of the Core Principles.
- C4.2.3 The area of any one Domain shall be such that inconsistent national or regional laws do not apply to EECS Certificates Issued in respect of Production Devices located in different parts of the Domain or, where relevant, to the National Scheme Certificates on which such EECS Certificates are based.
- C4.2.4 Notwithstanding section C4.2.3, a Member may utilise the same EECS Registration Database in respect of more than one Domain provided each Account on that Registration Database is associated with a single Domain and transfers of EECS Certificates from one Domain associated with this Registration Database to another such Domain are clearly identifiable and can be reported under section C3.5.9.
- C4.2.5 Further criteria for Domains in respect of particular EECS Schemes are set out in the Chapter establishing the relevant EECS Scheme.

C4.3 Exclusivity

- C4.3.1 Save as provided by C4.3.2, a Member's Domain shall not include any part of any other Domain in respect of the same EECS Scheme.
- C4.3.2 Section C4.3 shall not apply where each Scheme Member whose Domains coincide with that of another Scheme Member in relation to the same EECS Scheme has, in conjunction with each other, established arrangements that will secure to the satisfaction of the AIB:
- (a) that (by reason of their utilisation of a common database, or otherwise) EECS Certificates of the same type cannot be Issued more than once in respect of the same energy output; and
 - (b) that the AIB shall have full access to the records of each such Scheme Member in relation to the ongoing performance and maintenance of such arrangements.

C4.4 Establishment

- C4.4.1 Domains are established by Domain Protocols approved by the AIB in accordance with the provisions of section D4.2.2.
- C4.4.2 A Domain of a Scheme Member with respect to an EECS Scheme shall remain a Domain of that Scheme Member until such time as that Scheme Member withdraws from the EECS Scheme in accordance with section D8 or is expelled from it under section D7.
- C4.4.3 A Scheme Member shall temporarily cease to be a Scheme Member of an EECS Scheme with respect to a Domain for the period of any suspension in relation thereto under section D5.

C5 DOMAIN SCHEMES**C5.1 Introduction**

- C5.1.1 An EECS Scheme is implemented in relation to a particular Domain by the Domain Scheme and by the relevant Scheme Members' contracts (on the Standard Terms and Conditions comprised in that Domain Scheme) with Registrants and Account Holders.
- C5.1.2 A Domain Scheme consists of the applicable legislative and administrative arrangements with respect to the Issue of EECS Certificates and, where applicable, the National Scheme Certificates on which they are based, together with a Domain Protocol and the Member's Standard Terms and Conditions.

C5.2 Criteria

- C5.2.1 Each Domain Scheme shall:
- (a) satisfy the requirements of section E and the Chapter establishing the relevant EECS Scheme; and
 - (b) be consistent with the requirements of section F.
- C5.2.2 Each Domain Scheme shall establish the frequency:
- (a) with which the quantity of energy output of Registered Production Devices in the relevant Domain shall be determined and recorded;
 - (b) with which EECS Certificates are Issued.

C6 DOMAIN PROTOCOLS**C6.1 Introduction**

- C6.1.1 Domain Protocols are prepared by Scheme Members but are subject to approval by the AIB.
- C6.1.2 The Domain Protocol supplements legislative provisions so as to secure that the Domain Scheme satisfies the requirements of section E of the PRO and the Chapter establishing the relevant EECS Scheme.

C6.2 Criteria

- C6.2.1 Each Domain Protocol shall:
- (a) define the area and scope of the relevant Domain in clear, transparent and unambiguous terms;
 - (b) shall specify each Authorised Body, each Approved Member's Agent and each Approved Measurement Body in respect of the relevant Domain and the functions with respect to which they are Authorised Bodies or Approved in connection with the relevant Domain Scheme;

- (c) secure that the relevant Domain Scheme meets the requirements of section C5.2 and the Chapter establishing the relevant EECS Scheme, including (where the relevant EECS Scheme is based on a Legislative Certification Scheme) by supplementing the National Certification Scheme to that effect; and
- (d) include change procedures enabling it to be amended so that the relevant Domain Scheme continues to meet the requirements of section C5.2 notwithstanding:
 - (i) any amendment to the PRO; or
 - (ii) where the relevant EECS Scheme is based on a Legislative Certification Scheme, any amendment to the National Certification Scheme for the relevant Domain.

Such change procedures shall provide that a change to the Domain Protocol may only be implemented at the time provided for in a resolution by the General Meeting under section L5.2;

- (e) provide a clear and unambiguous summary of the National Certification Scheme (where applicable).

C6.2.2 Subject to section C6.2.3, for the purposes of enabling the Domain Scheme to meet the requirements of section C5.2 and the Chapter establishing the relevant EECS Scheme, a Domain Protocol may require Registrants of Production Devices to waive rights or entitlements under the National Certification Scheme (or secure such waiver by the owner and/or operator of that Production Device).

C6.2.3 Section C6.2.2 shall not apply where

- (a) the relevant Domain Scheme provides that Scheme Certificates Issued under that Domain Scheme constitute National Scheme Certificates under the National Certification Scheme; and
- (b) the relevant waiver results in any Scheme Certificate Issued with respect to a Production Device in the relevant Domain being invalid as a National Scheme Certificate.

C6.2.4 Domain Protocols shall be published in English. Further versions may be published in languages appropriate to the relevant Domain.

C6.3 Effect

C6.3.1 The Domain Protocol of a Scheme Member in relation to an EECS Scheme based on a Legislative Certification Scheme supplements the terms of the National Certification Schemes applicable in the Domains of Scheme Members so as to secure its compliance with section C5.2 (including the provisions of the Chapter establishing the EECS Scheme).

C6.3.2 A Domain Protocol establishes:

- (a) obligations owed by the relevant Scheme Member to the AIB in relation to the Scheme Members membership of the relevant EECS Scheme;
- (b) obligations owed by the relevant Scheme Member to Domain Scheme Participants under its contracts with them;
- (c) (where applicable) obligations to be imposed by the relevant Scheme Member on its Domain Scheme Participants under its contracts with them, including remedies and sanctions for breaches of such obligations requirements (in addition to contractual and/or legal requirements, remedies and sanctions under the National Certification Scheme).

C6.3.3 For the purpose of determining the responsibilities of a Scheme Member to the AIB (including the obligations to be imposed by the Scheme Members on

Registrants and Account Holders for the purposes of that EECS Scheme and the remedies and sanctions to be imposed by the Scheme Member in the event of breach) the English version of the Domain Protocol shall take precedence over the versions published in other languages.

C7 STANDARD TERMS AND CONDITIONS

C7.1 Criteria

C7.1.1 A Member's Standard Terms and Conditions comprised or to be comprised in any Domain Scheme shall meet the following criteria:

- (a) their use will secure that the provisions of the Domain Protocol may be contractually enforced by the Member against (solvent) Domain Scheme Participants;
- (b) their use will secure that the provisions of the Domain Scheme referred to at section E2.3.2(b) (whether or not specified in the Domain Protocol) may be contractually enforced against (solvent) Domain Scheme Participants;
- (c) they contain provisions that will provide adequate protection to other Members, Members' Representatives and the AIB against any claim made against such a person by a Domain Scheme Participant for any losses arising in connection with the PRO (including any breach of the terms of the PRO) in circumstances where a contractual relationship does not exist between such person and the Domain Scheme Participant in relation to that or any other Domain Scheme; and
- (d) they provide that:
 - (i) the Member and the Account Holder shall co-operate (to the extent within their power) to ensure that no unjust enrichment occurs as a result of an error in the course of the processing of an EECS Certificate or as a result of any unauthorised access to, or malfunctioning of, an EECS Registration Database; and
 - (ii) for that purpose EECS Certificates held in that Account Holders account may be Withdrawn or amended by the Member, having regard to the objective of securing the accuracy of EEC Certificates.

C8 EECS CERTIFICATES

C8.1 Introduction

C8.1.1 EECS Certificates are Issued pursuant to the Domain Scheme in respect of the relevant EECS Scheme and Domain in which the Originating Production Device is situated.

C8.2 Nature of EECS Certificates

C8.2.1 An EECS Certificate may be Issued in connection with a Legislative Certification Scheme or on the basis of entirely voluntary (but commercial) arrangements.

C8.2.2 An EECS Certificate may be a Scheme Certificate under more than one EECS Scheme, (provided that the applicable criteria of each relevant Domain Scheme are met) but, subject to section F6, only one EECS Certificate may be properly Issued in respect of the same energy output.

C8.3 Obligations with respect to EECS Certificate

C8.3.1 Members shall comply with the provisions of section F in relation to EECS Certificates.

C8.3.2 Without prejudice to section F6, Members shall not Issue more than one EECS Certificate in respect of the same energy output.

C8.4 Effect of EECS Certificates

C8.4.1 An EECS Certificate identifies the entitlement of the Account Holder of the Transferables Account in which it is held to the attributes (relevant to the requirements of that Chapter) of:

- (a) the energy source for the quantity of energy output to which it relates; and/or
- (b) the method and quality of the production of such energy output;

so as to enable the Account Holder to realise such real and intangible benefits as may be accorded to such entitlement.

C8.4.2 The entitlements referred to in section C8.4.1 are dependent on the laws of the country in which the Originating Production Device is situated and the laws applicable in any Domain to which they may be transferred for their recognition at law.

C8.4.3 In relation to any EECS Certificate the benefits referred to in section C8.4.1 are realised on its Redemption.

D ADMISSION AND EXPULSION PROCEDURES

D1 GENERAL

D1.1 Introduction

D1.1.1 This section D sets out the procedures that apply with respect to the admission of Members to EECS Schemes, changes to Domain Schemes and Domains and procedures with respect to the suspension, withdrawal and expulsion of EECS Scheme Members from EECS Schemes.

D1.2 Assessment Procedures

D1.2.1 Applications made under this section D shall be assessed by Domain Scheme Assessment Panels in accordance with the requirements of the Subsidiary Document "Assessment Panels" and such other requirements as the relevant Domain Scheme Assessment Panel(s) may reasonably impose on the applicant.

D1.2.2 Members shall comply with, and secure that their Members' Agents, comply with the requirements referred to in section D1.2.1.

D1.2.3 The Domain Scheme Assessment Panel responsible for assessing an application under this section D shall, on completion of its assessment compile a report on the application and the outcome of its assessment, in accordance with the provisions of the Subsidiary Document "Assessment Panels". The Domain Scheme Assessment Panel shall provide a copy of such report to the applicant, and to the General Secretary for distribution to all Scheme Members of the relevant EECS Scheme.

D1.3 General Meetings

D1.3.1 A Member shall not be entitled to vote at a General Meeting in relation to any resolution in connection with a decision to be taken under this section D in connection with a particular EECS Scheme, unless it is itself a Scheme Member.

D1.3.2 Section D1.3.1 shall not apply where there are fewer than five Scheme Members in the EECS Scheme.

D1.3.3 The voting rights of Members and requisite majority with respect to resolutions of the General Meeting for the purposes of this section D are set out in the Subsidiary Document "Voting Rights".

D1.3.4 In exercising voting rights in respect of any resolution for the admission of a Member to an EECS Scheme, each Member shall instruct its Member's Representative(s) present and voting on its behalf at the relevant General Meeting to have regard to the Core Principles.

D2 FEES

D2.1 General

D2.1.1 The charges (if any) payable by a Member in respect of any application under this section D, and the recipient of such charges shall be determined in accordance with the Subsidiary Document governing such application.

D2.1.2 A Member shall pay any charges imposed on it in connection with an application under this section D together with any TVA, VAT or other applicable value added tax within 30 days of the receipt of a valid invoice for the purposes of such tax. Such payment shall be made to the person entitled to levy such charges under the relevant Subsidiary Document.

D3 APPLICATIONS FOR SCHEME MEMBERSHIP**D3.1 Introduction**

D3.1.1 In order to become a Scheme Member of an EECS Scheme a Member must have been admitted to that EECS Scheme pursuant to an application made under this section D3.

D3.2 Applications for Scheme Membership

D3.2.1 A Member seeking to become a Scheme Member of an EECS Scheme shall apply to the AIB for Scheme Membership.

D3.2.2 An application for Scheme Membership of an EECS Scheme shall be sent to the General Secretary accompanied by:

- (a) application(s) under section D4.1.1 for approval of each of its proposed Domain(s) for the purposes of that EECS Scheme; and
- (b) such further applications in respect of each such Domain as are provided for by section D4.1.2.

D3.3 Assessment of Applications for Scheme Membership

D3.3.1 The General Secretary shall notify the Domain Scheme Assessment Panel as to whether at the relevant time the applicant Member:

- (a) has discharged all payments due from it to the AIB;
- (b) has failed to demonstrate compliance with any outstanding Rectification Order.

D3.3.2 An application for Scheme Membership of an EECS Scheme in respect of a Domain shall be approved by the Domain Scheme Assessment Panel where it is reasonably satisfied that, in relation to that EECS Scheme and Domain, the requirements of section C3.2 are satisfied.

D3.3.3 For the purposes of section D3.3.2, the Domain Scheme Assessment Panel shall (unless its Members are aware of compelling reasons to the contrary):

- (a) rely on a notice received from the General Secretary D under section D3.3.1.
- (b) assessments conducted by Assessment Panels in connection with the matters referred to in sections D4.1.2(d), (e) and (f) within the previous 6 months, either under this section D or under section I.

D3.4 Admission to Scheme Membership

D3.4.1 Where a Member's application for admission to an EECS Scheme has been approved by a Domain Scheme Assessment Panel, then that Member shall become a Scheme Member on a resolution to that effect by a General Meeting in accordance with the requirements of section D1.3.

D4 ASSESSMENTS OF DOMAINS AND DOMAIN SCHEMES**D4.1 New Domains**

D4.1.1 A Member seeking to establish a new Domain for the purposes of an EECS Scheme shall apply to the AIB for approval of that Domain.

D4.1.2 An application for approval of a Domain shall be accompanied by applications to the AIB for:

- (a) approval of the Domain Scheme for such Domain;

- (b) approval of the Domain Protocol in connection with that Domain Scheme;
- (c) if such Standard Terms and Conditions have not previously been approved in connection with another Domain with respect to which the same national and regional laws apply, approval of its Standard Terms and Conditions;
- (d) if such database has not previously been approved in connection with another Domain, approval of the database it proposes to use as the EECS Registration Database (and that of any CMO which it appoints in connection each such Domain);
- (e) if such Transfer Links have not previously been approved in connection with another Domain, approval of its Transfer Links;
- (f) where any proposed Member's Agent to be used by the Member in connection with that Domain Scheme is not an Approved, an application for Approval of that proposed Member's Agent.

D4.2 Assessment of Applications

- D4.2.1 An application for approval of a new Domain shall be approved by the Domain Scheme Assessment Panel where it is reasonably satisfied that in relation to the proposed new Domain the requirements of section C3.2 are satisfied.
- D4.2.2 An application for approval of a Domain Protocol shall be approved by the Domain Scheme Assessment Panel where it is satisfied that the Domain Protocol meets the requirements of section C6.2.
- D4.2.3 An application for approval of Standard Terms and Conditions shall be approved by the Domain Scheme Assessment Panel where it is satisfied that the Standard Terms and Conditions meet the requirements of section C7.1.1.
- D4.2.4 An application for approval of a proposed EECS Registration Database shall be approved by the Domain Scheme Assessment Panel where:
- (a) it is satisfied that the proposed EECS Registration Database meet the requirements of sections C3.2.1(a) and C3.2.1(c) ;
 - (b) the database has been successfully tested in accordance with the requirements of the Subsidiary Document "EECS Registration Databases".
- D4.2.5 An application for approval of proposed Transfer Links shall be approved by the Domain Scheme Assessment Panel where:
- (a) it is satisfied that the proposed Transfer Links meet the requirements of sections C3.2.1(b) and C3.2.1(c);
 - (b) the Transfer Links have been successfully tested in accordance with the requirements of the Subsidiary Document "EECS Registration Databases".

D5 RECTIFICATION ORDERS

D5.1 Issue

- D5.1.1 Where an Assessment Panel has recommended that a Rectification Order be issued in relation to a Member, such Rectification Order shall take effect (with such amendments as may be determined by the relevant General Meeting) where a General Meeting approves the issues of such Rectification Order.

D5.2 Monitoring

- D5.2.1 A Domain Scheme Assessment Panel shall meet in good time to determine a Member's compliance with a Rectification Order issued as a consequence of its recommendations.

D6 SUSPENSION OF SCHEME MEMBERS**D6.1 General**

D6.1.1 Where a Compliance Assessment Panel has recommended that a Member be suspended from an EECS Scheme, such suspension shall take effect (on such terms as may be determined by the relevant General Meeting) where a General Meeting approves such suspension.

D6.1.2 If a Member fails to demonstrate compliance with the terms of a Rectification Order to the satisfaction of the relevant Compliance Assessment Panel by the time for compliance specified therein, that Member shall be automatically suspended from any EECS Scheme to which that Rectification Order relates.

D7 EXPULSIONS**D7.1 General**

D7.1.1 Where a Compliance Assessment Panel has recommended that a Member be expelled from an EECS Scheme, such expulsion shall take effect (on such terms as may be determined by the relevant General Meeting) where a General Meeting approves such suspension.

D7.1.2 The terms referred to in section D7.1.1 may, notwithstanding section F5.1.1, include the institution of arrangements for the transfer (subject to the agreement of the relevant Account Holders) of EECS Certificates from the EECS Registration Database of the expelled Member to that of another Scheme Member.

D8 WITHDRAWALS**D8.1 Voluntary Withdrawals**

D8.1.1 A Member seeking to withdraw from an EECS Scheme shall give at least 3 months written notice to the AIB.

D8.1.2 The withdrawal of a Member from an EECS Scheme shall take effect on the date specified in the notice referred to in section D8.1.1.

D8.2 Compulsory Withdrawals

D8.2.1 A Member shall withdraw from an EECS Scheme in accordance with section D8.1.1 where it ceases, or will cease, to meet the Appointment Criteria for that Scheme.

D8.3 Management of Withdrawals

D8.3.1 A Member withdrawing from an EECS Scheme shall institute arrangements for the transfer (subject to the agreement of the relevant Account Holders) of Scheme Certificates held on its EECS Registration Database to the EECS Registration Database of a successor or, in the absence of a successor, another Scheme Member.

D8.3.2 For the purposes of section D8.3.1 the AIB, acting through its Management Board, may grant a right of derogation from the terms of the PRO in favour of the withdrawing Member and any other relevant Member.

E HARMONISATION MEASURES

E1 INTRODUCTION

- E1.1.1 This section E establishes criteria to be satisfied by each Domain Scheme.
- E1.1.2 Additional criteria to be satisfied by Domain Schemes in relation to specific EECS Schemes are set out in the Chapters establishing those EECS Schemes.
- E1.1.3 Provisions with respect to circumstances in which a Domain Scheme for a Domain ceases to satisfy the criteria of this section E are set out in section D.
- E1.1.4 In addition to satisfying the criteria referred to in this section E, a Domain Scheme may include further provisions consistent with section C5.2 and section F and the Chapter establishing the relevant EECS Scheme and the Core Principles.

E2 PRODUCTION DEVICE REGISTRATION

E2.1 The Application Process

- E2.1.1 Each Domain Scheme shall include clear, unambiguous and non-discriminatory procedures for the registration of Production Devices for the purposes of the relevant EECS Scheme in the EECS Registration Database for that Domain and EECS Scheme.
- E2.1.2 Each Domain Scheme shall include provisions such that:
- (a) only the owner of a Production Device or an Account Holder duly authorised by the owner may register a Production Device in the EECS Registration Database for that Domain and the relevant EECS Scheme; and
 - (b) the Registrant of the Production Device must provide adequate evidence that it has the appropriate authority to register the Production Device and that it can comply with the requirements of the Domain Scheme with respect to the imposition of duties on the owner and/or operator of the Production Device.
- E2.1.3 Each Domain Scheme's procedures for the registration of Production Devices for the purposes of the relevant EECS Scheme shall be such that registration applicants are placed under an obligation to provide the following information to the Scheme Member:
- (a) the applicant's name and address and additional contact details, including the name of the individual responsible for the application, phone number, fax number and e-mail address;
 - (b) the EECS Scheme or Schemes with respect to which it is applying for registration;
 - (c) the Transferables Account into which Scheme Certificates in respect of that Production Device are to be Issued;
 - (d) the location of that Production Device, its name and address;
 - (e) details of the Export Meter(s) for that Production Device;
 - (f) details of any generating auxiliaries associated with that Production Device;
 - (g) where there are generating auxiliaries associated with that Production Device and the consumption of these auxiliaries is not determined by an Export Meter, details of Import Meter(s) which determine the electricity consumption by the Production Device;

-
- (h) (irrespective of whether or not there is any intention to use such sources of energy in connection with the Production Device) all sources of energy that may be converted into energy outputs by that Production Device, by reference to the source types set out in the PRO Fact Sheet "Types of Energy Sources and Technology";
- (i) the nature of that Production Device, by reference to the technology types set out in the PRO Fact Sheet "Types of Energy Sources and Technology";
- (j) the Nominal Capacity of that Production Device;
- (k) where at the time of such application it has been commissioned, the date on which that Production Device was commissioned;
- (l) the identity of the Authorised Body or, where appropriate, Approved Measurement Body responsible for collecting and determining the measured values of the energy outputs of that Production Device and providing such measured values to the Scheme Member;
- (m) a diagram of that Production Device, including details the location of:
- (i) the Export Meter(s) for the Production Device;
 - (ii) any transformer substations at the site of the Production Device;
 - (iii) any generating auxiliaries for the Production Device; and
 - (iv) any Import Meters for the Production Device.
- E2.1.4 Each Domain Scheme's procedures for the registration of Production Devices for the purposes of the relevant EECS Scheme shall be such that a person applying to register a Production Device in an EECS Registration Database for the purposes of that EECS Scheme is placed under an obligation to ensure:
- (a) that the information provided to the Scheme Member in connection with that application is complete and accurate; and
 - (b) that the Production Device meets the Qualification Criteria for the relevant EECS Scheme.
- E2.1.5 A Domain Scheme's procedures for the registration of Production Devices for the purposes of the relevant EECS Scheme may be such that a person applying to register a Production Device in an EECS Registration Database for the purposes of that EECS Scheme is placed under an obligation to provide the following information to the Scheme Member:
- (a) details of any payments (other than payments arising from the sale of EECS Certificates) which have been received by any person in relation to the Production Device under any of the Public Support schemes set out in the PRO Fact Sheet "Types of Public Support";
 - (b) details of any payments (other than payments arising from the sale of EECS Certificates) that are due to accrue to any person in relation to the Production Device under any such Public Support scheme.
- E2.1.6 The provisions of each Domain Scheme shall be such that the relevant Scheme Member (or a Production Registrar appointed by it) is entitled to inspect any Production Device in relation to which it has received an application for registration together with records related thereto so as to verify the information provided in connection with that application.
- E2.1.7 A Domain Scheme's procedures for the registration of Production Devices for the purposes of the relevant EECS Scheme shall be such that an application for the registration of a Production Device for the purposes of that EECS Scheme is rejected where:
-

- (a) in relation to that application, the applicant fails to comply with any requirements of that Domain Scheme which satisfy the criteria referred to in section E1.1.2 or this section E2.1;
- (b) the Qualification Criteria for that EECS Scheme are not satisfied in respect to that Production Device;
- (c) there are one or more generating auxiliaries for that Production Device, the consumption of which are not determined by an Export Meter, and it is not fitted with Import Meters; or
- (d) the relevant Scheme Member or its Production Registrar is prevented from exercising the entitlement referred to in section E2.1.6, by the applicant or the owner or operator of the relevant Production Device.

E2.2 Registration

E2.2.1 A Domain Scheme's procedures for the registration of Production Devices for the purposes of the relevant EECS Scheme shall be such that an application for the registration of a Production Device for the purposes of that EECS Scheme shall be successful where:

- (a) in relation to that application, the applicant complies with requirements under that Domain Scheme which satisfy the criteria referred to in section E1.1.2 or this section E2.1; and
- (b) the Qualification Criteria for that EECS Scheme are satisfied with respect to that Production Device.

E2.2.2 A Domain Scheme's procedures for the registration of Production Devices for the purposes of the relevant EECS Scheme shall be such that where an application for registration of a Production Device for the purposes of that EECS Scheme is successful, the Scheme Member's EECS Registration Database shall be revised such that:

- (a) (at least to the extent that the relevant Chapter requires Scheme Members to make such information available to EECS Participants), it shall incorporate the information provided in relation to that Production Device in connection with that application, save that:
 - (i) detailed descriptions of plant and equipment;
 - (ii) graphical representations of the Production Device and its location, including diagrams and photographs; and
 - (iii) details of:
 - (1) the person responsible for the application; and
 - (2) where the Registrant of the Production Device is not its owner, the Production Device's owner,need not be included;
- (b) (where it is not already registered in that EECS Registration Database for the purposes of another EECS Scheme) the Production Device shall be assigned a unique number in accordance with the provisions of the AIB Transfer Interface Protocol; and
- (c) the Production Device shall be registered as qualifying for Scheme Certificates.

E2.3 Obligations of Production Device Registrants

E2.3.1 Each Domain Scheme shall be such that Registrant of a Production Device is placed under an obligation:

- (a) to notify the Scheme Member, in advance of such changes coming into effect, of any planned changes that will result in:
 - (i) the information recorded in the Scheme Member's EECS Registration Database in relation to the Production Device becoming inaccurate; or
 - (ii) the Qualification Criteria for that EECS Scheme ceasing to be satisfied with respect to that Production Device; and
- (b) to notify the Scheme Member of any unplanned changes that have resulted in:
 - (i) the information recorded in the Scheme Member's EECS Registration Database in relation in relation to the Production Device becoming inaccurate; or;
 - (ii) the Qualification Criteria for that EECS Scheme ceasing to be satisfied with respect to that Production Device;
- (c) where requested to do so, to permit the Scheme Member (or its Production Registrar), its servants or agents to inspect that Production Device including, if so required, without prior notice;
- (d) to provide the Scheme Member (or its Production Auditor), its servants and agents with access to such records as the Scheme Member (or Production Auditor) may request in relation to that Production Device, its energy output and sources of energy, including, if so required, without prior notice.

E2.3.2 Each Domain Scheme shall be such that:

- (a) the Registrant of a Production Device for the purposes of an EECS Scheme is responsible for the delivery, quality and accuracy of measured energy values with respect to the energy output of that Production Device; and
- (b) in the event that it transpires that the data in any Scheme Certificates is inaccurate (whether or not through an act or omission of the Registrant of the Originating Production Device):
 - (i) the Member shall (provided that such Scheme Certificates are, at the time of such Withdrawal, in the Transferables Account of that Registrant) Withdraw those Scheme Certificates, and other Scheme Certificates of the same type; and
 - (ii) the Registrant shall pay the Member the cost of securing the agreement of another Account Holder to the Withdrawal of Scheme Certificates of the same type from that other Account Holder's Transferables Account,

so that, as far as reasonably practicable, Scheme Certificates are withdrawn with a Face Value and a financial value which make good the discrepancy.

E2.4 Revisions to EECS Registration Databases

E2.4.1 Each Domain Scheme shall be such that where the Scheme Member is notified by the Registrant of a Production Device of changes having the effect that the information recorded in the EECS Registration Database in relation to that Production Device is no longer, or will cease to be, accurate, the Scheme Member shall be obliged to amend the EECS Registration Database accordingly.

E2.4.2 Each Domain Scheme's provisions shall be such that a Registrant of a Production Device is placed under an obligation to ensure that any revision to the information registered on the EECS Registration Database with respect to

that Production Device which it notifies to the Scheme Member is complete and accurate.

E2.4.3 Each Domain Scheme shall be such that where changes are brought to the attention of the Scheme Member (pursuant to an inspection or otherwise) or planned changes have been notified to the Scheme Member by the Registrant of a Production Device which will have the effect that the Qualification Criteria for the relevant EECS Scheme are no longer fulfilled or will cease to be fulfilled by that Production Device, the Production Device shall cease to be recorded in the EECS Registration Database as qualifying for that EECS Scheme:

- (a) (in relation to planned changes notified in advance to the Scheme Member) with effect from the date on which such planned changes are due to come into effect; or
- (b) (in relation to other changes) as soon as reasonably practicable.

E2.4.4 Where the period of time during which a Production Device has been recorded in an EECS Registration Database as qualifying for an EECS Scheme is in excess of five (5) years, or where a Registrant so desires, then unless the Registrant successfully re-registers the relevant Production Device as set out in section E2 then a Scheme Member shall, where permitted by the legislation in the relevant Domain, amend with immediate effect the relevant records in the EECS Registration Database to indicate that this Production Device no longer qualifies for that EECS Scheme.

E3 EECS CERTIFICATES

E3.1 Format of EECS Certificates

E3.1.1 Each Domain Scheme must provide that an EECS Certificate Issued thereunder shall contain the following information, in the manner and format provided for by the relevant Chapter:

- (a) the EECS Scheme(s) in respect of which it has been Issued; and
- (b) the unique number assigned to it by the Originating Member in accordance with the Subsidiary Document "EECS Registration Databases";
- (c) the first day on which the energy output to which the EECS Certificate relates was generated;
- (d) the last day on which the energy output to which the EECS Certificate relates was generated;
- (e) the nature of the Originating Production Device;
- (f) identify the Originating Production Device;
- (g) the Nominal Capacity of the Originating Production Device;
- (h) its Face Value in accordance with the provisions of the relevant Domain Scheme;
- (i) the identity of the Originating Member;
- (j) the date on which it was Issued;
- (k) an indication, as appropriate, as to whether:
 - (i) the relevant EECS Registration Database records that no Public Support has been, is being or will be given in respect of the Originating Production Device;

-
- (ii) the relevant EECS Registration Database records that Public Support has been given in relation to an investment in the Originating Production Device or its owner;
 - (iii) the relevant EECS Registration Database records that Public Support is being or will be given with respect to the energy output of that Originating Production Device;
 - (iv) the relevant EECS Registration Database records that both:
 - (1) Public Support has been given to an investor in the Originating Production Device in relation to its investment therein or in the body which owns that Production Device; and
 - (2) Public Support is being, or will be, given in respect of the energy output of that Originating Production Device; or
 - (v) the relevant EECS Registration Database does not record whether or not Public Support has been, or is being, given in respect of the Originating Production Device.
- E3.1.2 Each Domain Scheme must be such that each EECS Certificate Issued in thereunder has a Face Value as stated in the relevant Chapter.
- E3.1.3 Each EECS Certificate and the information contained in it, or to be indicated by it, shall be in the format specified in the Subsidiary Document "EECS Registration Databases".
- E3.2 The Issuing Process**
- E3.2.1 The Measurement Frequency shall be as required by the legislation and regulations that are applicable in the country in which that Production Device is situated. If no such legislation or regulation is applicable, then the Measurement Frequency shall be no more than twelve-monthly.
- E3.2.2 Where the Measurement Frequency is not more than monthly, the Issuing Frequency shall be at least monthly; and where the Measurement Frequency is more than monthly, then the Issuing Frequency shall be the same as the Measurement Frequency.
- E3.2.3 Where the Measurement Frequency is more than monthly, then the number of EECS Certificates issued to a Production Device for each month must either be equal or as dictated by an officially approved production profile.
- E3.2.4 The Domain Scheme with respect to any Domain and EECS Scheme must be such that EECS Certificates may only be Issued thereunder in respect of:
- (a) Production Devices which are, at the time of Issue:
 - (i) situated in that Domain;
 - (ii) registered in the EECS Registration Database of the relevant Scheme Member in relation to the relevant EECS Scheme;
 - (b) the energy output of a Production Device during any period in which it was registered in an EECS Registration Database for the purposes of that EECS Scheme, provided the last day on which the measured energy output was generated is not more than:
 - (i) thirteen (13) calendar months after the first day on which the measured energy output was generated; and
 - (ii) twelve (12) calendar months before the date of issue of any related EECS certificates; and

-
- (c) energy output in respect of which (save to the extent permitted under section F6) no other Certificate, of any variety, has been, or is being, Issued.
- E3.2.5 The provisions of each Domain Scheme must be such that:
- (a) any EECS Certificate Issued under that Domain Scheme shall be issued by the relevant Scheme Member by recording its details on that Scheme Member's EECS Registration Database in the Transferables Account nominated for such purposes by the Registrant of the Originating Production Device;
 - (b) the Scheme Member shall be obliged to inform the holder of any such Transferables Account of the Issuance of any Scheme Certificate into its Transferables Account and of that Scheme Certificate's details or otherwise make such information available to that person;
 - (c) where the Domain Scheme incorporates a National Legislative Scheme, any EECS Certificate Issued in connection with a Legislative Certification Scheme shall either:
 - (i) constitute a National Scheme Certificate under the relevant National Certification Scheme; or
 - (ii) be derived from and incorporate the relevant electronic data from one or more National Scheme Certificates issued under the relevant National Certification Scheme.
- E3.2.6 The provisions of each Domain Scheme must be such that only duly authorised personnel of the Registrant of a Production Device registered on the EECS Registration Account of the relevant Scheme Member may make a request for the Issue of Scheme Certificates in relation to the energy output of that Production Device.
- E3.3 Transfers**
- E3.3.1 The provisions of each Domain Scheme must be such that only duly authorised personnel of an Account Holder (or of a trading exchange duly authorised by the Account Holder) may make a Transfer Request on behalf of that Account Holder with respect to a Scheme Certificate held on that Account Holder's Transferables Account on the relevant Scheme Member's EECS Registration Database.
- E3.3.2 Each Domain Scheme shall be consistent with the obligations imposed on Members by sections F3 and F4 and any additional criteria to be satisfied by Scheme Members Domain Schemes in relation to the transfer and redemption of specific types of EECS Certificates set out in the Chapter establishing the relevant EECS Scheme.
- E3.3.3 The provisions of each Domain Scheme must be such that in relation to a Transfer Request made with respect to a Transferable Account (or Transferable Accounts) on the EECS Registration Database of the Scheme Member in relation to a Scheme Certificate, the Account Holder(s) and the relevant Scheme Member shall be obliged to retain all records to which they have had access relating to that Scheme Certificate for not less than 10 years after its Redemption (or such longer period as may be required by applicable national legislation).
- E3.4 Redemption**
- E3.4.1 The provisions of each Domain Scheme must be such that only duly authorised personnel of an Account Holder is entitled to request the Redemption of a Scheme Certificate held in that Account Holder's Transferables Account on the relevant Scheme Member's EECS Registration Database.
-

E4 SECURITY AND ACCOUNTABILITY

E4.1 General

E4.1.1 The provisions of each Domain Scheme must be such that:

- (a) each Scheme Participant is required to keep secret any passwords and other information used to establish that communications purportedly made on its behalf in connection with the Domain Scheme are duly authorised ("authorisation data");
- (b) each Scheme Participant agrees that it shall be deemed to have sent any communication which is sent using its currently applicable authorisation data (and that consequently it shall be bound by the consequences of such communication).

F PROCESSING OF EECS CERTIFICATES

F1 INTRODUCTION

F1.1.1 This section F set out:

- (a) requirements with respect to the processing of EECS Certificates, including their transfer between Transferables Accounts and from Transferables Accounts into Redemption Accounts;
- (b) restrictions with respect to the processing of EECS Certificates; and
- (c) provisions in respect of the rectification of errors arising out of malfunctions of (or unauthorised access to) EECS Registration Databases and EECS Certificates transfers.

F2 EECS TRANSFER SYSTEM

F2.1.1 Each EECS Member shall ensure that its manual and automated information systems for the Issue, holding and transfer of EECS Certificates are able to support audit of all transactions with respect to EECS Certificates held on its EECS Registration Database or transferred to or from such EECS Registration Database.

F2.1.2 Member's Systems shall, to the extent such Subsidiary Documents are applicable, comply with the Subsidiary Documents "Standards and Security for EECS Databases" and "AIB Transfer Interface Specification".

F2.1.3 Each Member shall use in connection with any Domain Scheme for which it is responsible the EECS Registration Database and Transfer Links approved for the purposes of that Domain Scheme.

F3 TRANSFERS

F3.1.1 Where a Scheme Member receives a Transfer Request made in accordance with the relevant Domain Scheme with respect to one or more Scheme Certificates held in a Transferables Account on its EECS Registration Database, the Scheme Member shall, having confirmed that the Transfer Request is valid:

- (a) remove from that Transferables Account the details of the EECS Certificate(s) specified in the Transfer Request;
- (b) where the Transferee's Transferables Account specified in the Transfer Request is in its own EECS Registration Database:
 - (i) include the full details of the EECS Certificate(s) referred to in section (a) above in the Transferee's Transferables Account;
 - (ii) confirm, to the Transferor, the identity of the EECS Certificates so transferred and any EECS Certificate split in connection with such transfer by reference to their unique identifying number(s) and Face Values; and
 - (iii) confirm, to the Transferee, the identity of the Transferor and of the EECS Certificates so transferred by reference to their unique identifying number and Face Values; and
- (c) where the Transferee's Transferables Account specified in the Transfer Request is on another Member's EECS Registration Database:
 - (i) notify that other Member of that Transfer Request. Such notification is preferably sent via the Hub;
 - (ii) subject to section F3.1.6, send the full details of the EECS Certificates referred to at section (a) above to that other Member's

EECS Registration Database in accordance with the provisions of the Subsidiary Document "EECS Registration Databases". These details are preferably sent via the Hub;

- (iii) record on its own EECS Registration Database, the export of such EECS Certificates, and, where appropriate as a result of the operation of section F3.1.6, the cancellation of their status as Scheme Certificates under any EECS Scheme;
- (iv) on receipt of confirmation from that other Member, which, as the case may be, may come from either the Hub or from that other Member directly, that the transfer has been completed, confirm to the Transferor, in accordance with the provisions of the relevant Domain Scheme, of the identity of that other Member's EECS Registration Database and of the EECS Certificates so transferred and of any EECS Certificate split in connection with such transfer by reference to their unique identifying numbers and Face Values.

F3.1.2 Where a Scheme Member receives a Transfer Request with respect to an Scheme Certificate with a Face Value of more than 1 MWh in relation to which the Transferables Account of the Transferee is held on the EECS Registration Database of another Member, the Member shall split that EECS Certificate into EECS Certificates in accordance with section F6.1 and the Transfer Request shall be treated as a Transfer Request in respect of each of the EECS Certificates Issued as a consequence of that splitting.

F3.1.3 Where a Scheme Member receives a Transfer Request with respect to an Scheme Certificate which specifies a MWh value which is less than the Face Value of that EEC, the Member shall split that EECS Certificate (in accordance with section F6.1.1) and the Transfer Request shall be treated as a Transfer Request in relation to EECS Certificates Issued as a consequence of that splitting with an aggregate Face Value equal to the MWh value specified in such request.

F3.1.4 Where a Scheme Member is notified by another Scheme Member of a Transfer Request, which, as the case may be, may come from either the Hub or from that other Member directly, and pursuant thereto receives details of a Scheme Certificate which are consistent with the Transfer Criteria for such a Scheme Certificate together with the account number for a Transferables Account on its own EECS Registration Database, it shall:

- (a) insert the full details of that EECS Certificate in that Account Holder's Transferables Account;
- (b) confirm to the Member that notified it of such Transfer Request that the transfer of that EECS Certificate has been completed. Such confirmation should be sent via the Hub when appropriate; and
- (c) confirm, to the Transferee, that such EECS Certificate has been transferred by reference to its unique identifying number and Face Value.

F3.1.5 Where a Scheme Member is notified by another Scheme Member of a Transfer Request, which, as the case may be, may come from either the Hub or from that other Member directly, and pursuant thereto receives details of a Scheme Certificate which does not satisfy its Transfer Criteria for such a Scheme Certificate and/or receives an account number which does not correspond with an account number for a Transferables Account on its own EECS Registration Database each such Member shall use reasonable endeavours to exchange information such that the EECS Certificate can be rendered compliant with that Domain Scheme or the correct account number identified (as the case may be), failing which:

- (a) the full details of the EECS Certificate shall be re-entered into the Transferor's Transferables Account on the relevant EECS Registration Database and that EECS Registration Database shall be amended so that the EECS Certificate is no longer recorded as having been exported; and
- (b) all details of the EECS Certificate shall be removed from the other EECS Registration Database.

F3.1.6 Where:

- (a) a Member receives a Transfer Request in respect of an EECS Certificate which is a Scheme Certificate under more than one EECS Scheme; and
- (b) the Transferee's Transferables Account specified in the Transfer Request is on the EECS Registration Database of a Member ("the other Member") which is not a Scheme Member of each such EECS Scheme,

the details of the EECS Certificate referred to in section F3.1.1(c)(ii) shall be amended by the removal of each identifier which indicates that the EECS Certificate is a Scheme Certificate under an EECS Scheme of which that other Member is not a Scheme Member.

F4 REDEMPTION

F4.1.1 Where an Account Holder requests that a Member Redeem a number of EECS Certificates then such a request shall contain the following information:

- (a) The Account Holder requesting redemption of the EECS Certificates;
- (b) The relevant Production Device id(s);
- (c) The relevant number of EECS Certificates associated with each Production Device listed in (b) to be redeemed;
- (d) The relevant production period(s); and
- (e) The usage into which this redemption falls, where this is one of:
 - (i) Support, where the certificate is being redeemed in order to receive financial support;
 - (ii) Disclosure, where the certificate is being redeemed under a green labelling scheme or as proof of supply to consumers or for own use, and has not been used in order to receive financial support;
 - (iii) Error, where the certificate is being redeemed by the Member that issued it due to its being issued in error; or
 - (iv) Other, for any other purpose.

F4.1.2 Where a Member receives from an Account Holder (which may or may not be a Redeeming Body) a request made in accordance with F4.1.1 and the relevant Domain Scheme to Redeem an EECS Certificate held in that Account Holder's Transferables Account on that Member's EECS Registration Database, the Member shall:

- (a) Remove the details of that EECS Certificate from that Transferables Account;
- (b) Insert the details of that EECS Certificate in the Redemption Account of the Redeeming Body which made, or is specified, in that request; provide the Account Holder with access to the full details of that EECS Certificate certifying that it has been Redeemed; and
- (c) Provide details of the Redeemed EECS Certificate to the Redeeming Body and its auditors where requested to do so.

-
- F5 RESTRICTIONS**
- F5.1.1 Unless it is at such time admitted to an EECS Scheme as a Scheme Member a Member shall not (save to the extent expressly provided for by the PRO):
- (a) Issue (or purport to Issue) Scheme Certificates;
 - (b) transfer (or attempt to transfer) Scheme Certificates;
 - (c) receive (or attempt to receive) transfers of Scheme Certificates; or
 - (d) Redeem (or purport to Redeem) Scheme Certificates.
- F5.1.2 A Scheme Member of any EECS Scheme may not Issue (or purport to Issue) Scheme Certificates other than in respect of Production Devices within its Domain (as at such time) for the purposes of that EECS Scheme and in accordance with the Domain Scheme for that Domain.
- F5.1.3 A Scheme Member of any EECS Scheme may not transfer (or attempt to transfer), directly or via the Hub, a Scheme Certificate:
- (a) to another Scheme Member of that EECS Scheme other than between their respective EECS Registration Databases for the purposes of that EECS Scheme; or
 - (b) to a Member that is not a Scheme Member of that EECS Scheme.
- F5.1.4 A Scheme Member of any EECS Scheme may not receive (or attempt to receive), directly or via the Hub, transfers of Scheme Certificates other than:
- (a) into its EECS Registration Database from the EECS Registration Database of a Scheme Member of that EECS Scheme; and
 - (b) where its own Transfer Criteria are met in relation to such transfer.
- F5.1.5 A Member shall not alter the details of any EECS Certificate (save with respect to the Account in which it is held) or delete any EECS Certificate once it has been Issued save as provided by sections F3.1.1(c)(ii) and F6
- F5.1.6 A Member shall not permit the transfer of an EECS Certificate which is held in a Redemption Account.
- F6 OTHER PROCESSING OF EECS CERTIFICATES**
- F6.1 Splitting**
- F6.1.1 A Member on whose EECS Registration Database an EECS Certificate is held may (at the explicit request of the Account Holder or in connection with a Transfer Request) split an EECS Certificate in a Transferables Account by deleting it and replacing it with EECS Certificates identical with that EECS Certificate in every respect save as to their denominations in MWh and any unique identification numbers, provided that the aggregated Face Values of the replacement EECS Certificates is the same as the Face Value of the original EECS Certificate.
- F6.2 Withdrawals**
- F6.2.1 A Member may Withdraw an EECS Certificate held in a Transferables Account on its EECS Registration Database at the request of the Account Holder of that Account, or otherwise in accordance with the provisions of the relevant Domain Scheme, thereby cancelling it.
- F6.3 Errors**
- F6.3.1 Where an error is introduced (subsequent to its Issue) into, or with respect to, an EECS Certificate held in an Account Holder's Transferables Account in a Member's EECS Registration Database:
-

-
- (a) in the course of its Transfer into that Account; or
- (b) during such time as it is in such Account,
- that Member shall correct the error in or with respect to that EECS Certificate and any errors replicated in EECS Certificates split from it, provided that such EECS Certificate(s) have not been transferred out of that Transferables Account.
- F6.3.2 A Member may Withdraw or alter an EECS Certificate held in its EECS Registration Database to give effect to an agreement reached with an EECS Participant under provisions of its Standard Terms and Conditions that meet the criterion at section C7.1.1,
- F6.3.3 A Member may alter an EECS Certificate held in its EECS Registration Database so as to rectify an error which occurred prior to its transfer into the Account in which it is held at such time, provided:
- (a) the Account Holder has agreed to such alteration;
- (b) it is reasonably satisfied that any unjust enrichment of an EECS Participant as a consequence of such error has, to the extent reasonably practicable, been nullified;
- (c) it is reasonably satisfied that the alteration itself does not give rise to undue enrichment of the Account Holder.
- F6.3.4 Each Member shall afford each other member all such co-operation as may be required to identify and rectify errors in EECS Certificates in a timely manner.

G PROBITY OF MEMBERS

G1 FURTHERANCE OF THE CORE PRINCIPLES

G1.1.1 In conducting their functions in relation to the PRO and to each EECS Scheme Members shall at all times endeavour to further the attainment of the Core Principles.

G2 CONFLICTS OF INTEREST

G2.1 Interests in EECS

G2.1.1 A Member shall not own any EECS Certificate nor hold any beneficial entitlement to any EECS Certificate unless:

- (a) such EECS Certificate has been purchased by the Member for the sole purposes of:
 - (i) proving the nature of the energy that it has consumed; or
 - (ii) testing the system under the conditions specified in section M5
- (b) the holder of such EECS Certificate has defaulted on an undisputed payment to that Member, in which case the Member may hold the EECS certificate in order to take appropriate actions in accordance with national law to minimise its losses.

G2.1.2 Where a Member and/or its Affiliates has sold and/or purchased an EECS Certificate or Certificates for the purposes specified in section G2.1.1 then it shall by the end of the following month in which such purchase has been made notify the General Secretary of the vendor and/or purchaser, the number and type of EECS Certificates, and the reason for the transaction.

G2.1.3 Where the General Secretary has been informed of sales and/or purchases of EECS Certificates in the circumstances specified in section G2.1.2 then he or she will prepare and circulate to all Members a report setting out the details provided in section G2.1.2 of such sales and/or purchases.

G2.1.4 A Member shall not be entitled to continue to become or remain a Scheme Member of an EECS Scheme if it or any of its Affiliates owns or holds a beneficial entitlement to any EECS Certificate except in the circumstances listed in section G2.1.1.

G2.1.5 The AIB shall not authorise a Member to become or remain a Scheme Member in relation to an EECS Scheme in the circumstances specified in section G2.1.4 unless it is satisfied that:

- (a) the governance of the relevant Member and Affiliate(s) is such that the interests of the Affiliate(s) in relation to the relevant EECS Certificate (s) will not materially affect the conduct of the Member in relation to the relevant EECS Scheme; and
- (b) it has been and will be granted sufficient access to the records of the relevant Member and Affiliate(s) to satisfy itself that the condition in section (a) above remains satisfied.

G2.2 Interests in Market Participants

G2.2.1 A Member shall not be entitled to become or remain a Scheme Member of any EECS Scheme if it or any of its Affiliates participates in markets associated with EECS Certificates (other than in connection with the performance of EECS Registration Functions or associated functions such as metering, inspections, reviews, audits and data collection and aggregation).

G3 CONFIDENTIALITY

G3.1 General

G3.1.1 Members shall preserve the confidentiality of information provided to them in connection with the PRO save to the extent that:

- (a) they are implicitly or explicitly required to disclose such information under the PRO;
- (b) they are otherwise authorised to disclose such information by the person to whom a duty of confidentiality with respect to such information is owed; or
- (c) they are required to disclose such information by law, including by any direction or request of a Competent Authority which it is reasonable for the Member to treat as having the force of law.

H MEMBERS' AGENTS AND MEASUREMENT BODIES

H1 APPOINTMENT AND MEMBERS' RESPONSIBILITIES

H1.1 Appointment

H1.1.1 A Scheme Member may (subject to the terms of the relevant Domain Scheme) appoint an agent (a Member's Agent) to discharge any of the obligations imposed on it by the PRO or its Domain Scheme, provided such Member's Agent is Approved in relation to such functions.

H1.2 Responsibility

H1.2.1 Where a Member has appointed a Member's Agent to discharge any of its obligations under the PRO then, as between the AIB and that Member, the Member shall remain responsible for the discharge of such functions, and any failure on the part of that Member's Agent to discharge such a function shall be treated for the purposes of the PRO as a failure on the part of that Member.

H1.2.2 Section H1.2.1 shall not apply with respect to any assessment of the performance of that Member's Agent under section H3.

H1.2.3 Approval by the AIB of a Measurement Body and the inclusion of an Approved Measurement Body in a Domain Protocol shall be without prejudice to a Registrant's responsibility for the performance of that Approved Measurement Body with respect to the collection and determination of measured energy values in relation to a Production Device registered in name of that Registrant.

H2 CRITERIA FOR APPROVAL

H2.1 Members' Agents

H2.1.1 The criteria for approval of a Member's Agent as an "Approved" Member's Agent in relation to functions connected with the PRO are that:

- (a) that Member's Agent agrees to provide such information to Members and such access to Members' Representatives to its facilities as may reasonably be required for the purposes of sections D, H3 and I;
- (b) that Member's Agent has granted to the Member appointing it as a Member's Agent, or directly to the AIB, a licence in the terms provided for by section M4.1.1;
- (c) that Member's Agent has agreed with the Member appointing it as a Member's Agent, or directly with the AIB, to comply with the other provisions of section M4 as if it were a Member;
- (d) that Member meets such other requirements as may be specified for the purposes of this section H2 in relation to those functions in the relevant Subsidiary Document.

H2.1.2 For the purposes of section H2.1.1, references to a Member in section M4 shall be deemed to be a reference to the relevant Member's Agent, or other person, as appropriate.

H2.2 Measurement Bodies

H2.2.1 The criteria for approval of a Measurement Body as an "Approved" Measurement Body for the purposes of the PRO are that:

- (a) that Measurement Body agrees to provide such information to Members and such access to Members' Representatives to its facilities as may reasonably be required for the purposes of this section H2.2.1;

- (b) that person undertakes to the AIB to that it will not assert any rights with respect to data inconsistent with the grant by Members of the licence and rights referred to in section M4.1.1;
- (c) that Member meets such other requirements as may be specified for the purposes of this section H2 and the Subsidiary Document "Member's Agents and Measurement Bodies".

H3 **APPLICATIONS FOR APPROVAL**

H3.1 **Applications**

H3.1.1 Applications for Approval of Member's Agents and Measurement Bodies shall be assessed by Assessment Panels convened in accordance with the requirements of the Subsidiary Document "Member's Agents and Measurement Bodies".

H3.1.2 Applications for Approval of Member's Agents and Measurement Bodies shall made and conducted in accordance with the requirements of the Subsidiary Document "Member's Agents and Measurement Bodies" and such other requirements as the relevant Assessment Panel may reasonably impose on the applicant.

H3.2 **Outcome of Assessments**

H3.2.1 An application for Approval shall be rejected where:

- (a) the relevant Member's Agent or Measurement Body fails to comply with the requirements referred to in section H3; or
- (b) the relevant Assessment Panel is not satisfied that the relevant Member's Agent or Measurement Body meets the relevant criteria specified at section H2.1.1 or H2.2.1 as appropriate (and, where relevant, with respect to those functions).

H3.2.2 A Member's Agent or Measurement Body shall be Approved with respect to functions in connection with the PRO for such period (not exceeding five years) as the relevant Assessment Panel may determine in accordance with the Subsidiary Document "Member's Agents and Measurement Bodies" where that Assessment Panel is satisfied that the relevant Member's Agent or Measurement Body meets the relevant criteria specified at section H2.1.1 or H2.2.1 as appropriate (and, where relevant, with respect to those functions)..

H3.2.3 The Domain Scheme Assessment Panel responsible for assessing an application under this section H shall, on completion of its assessment, compile a report on the application and the outcome of its assessment, in accordance with the provisions of the Subsidiary Document "Member's Agents and Measurement Bodies". The Domain Scheme Assessment Panel shall provide a copy of such report to the applicant, the General Secretary and the relevant Member.

I COMPLIANCE

I1 GENERAL

I1.1 Introduction

I1.1.1 This section I sets out the procedures that apply with respect to the assessment of:

- (a) Members' compliance with the term of the PRO and Domain Schemes;
- (b) compliance by Members' Agents with obligations under the PRO and Domain Schemes which they have been appointed to discharge on behalf of Members;
- (c) the standards of performance of Approved Measurement Bodies;
- (d) the compliance of Domain Schemes with the terms of section C5.2 and the relevant Chapter.

I1.1.2 The assessment procedures set out in this section I may be initiated on a periodic basis in accordance with section I3.1, or by the General Secretary following a notice served by a Member or EECS Participant under section J1.1.

I1.2 Assessment Procedures

I1.2.1 Assessments under this section I shall be conducted by Assessment Panels in accordance with the requirements of the Subsidiary Document "Assessment Panels" and such other requirements as the relevant Assessment Panel(s) may reasonably impose on the Member and Member's Agent(s) under assessment.

I1.2.2 Members shall comply with, and secure that their Members' Agents, comply with the requirements referred to in section I1.2.1.

I1.2.3 The Assessment Panel responsible for an assessment under this section I shall, on completion of its assessment, compile a report on the assessment and, where applicable the complaint giving rise to such assessment, including its findings and any recommendations in relation to the matters specified at section I4.1 . The Assessment Panel shall provide a copy of such report to the applicant and, where applicable, the complainant, and a copy to the General Secretary for distribution to all Scheme Members of the relevant EECS Scheme.

I1.2.4 A report prepared under section I1.2.3 shall not identify any individual EECS Participant, unless such EECS Participant agrees to the contrary.

I2 FEES

I2.1 General

I2.1.1 The charges (if any) payable by a Member in respect of any assessment made under this section I, and the recipient(s) of such charges shall be determined in accordance with the Subsidiary Document, if any, established for the purposes of determining fees to be paid under the PRO.

I2.1.2 A Member shall pay any charges imposed on it in connection with an application under this section I together with any TVA, VAT or other applicable value added tax within 30 days of the receipt of a valid invoice for the purposes of such tax. Such payment shall be made to the person(s) entitled to levy such charges as determined in accordance with the Subsidiary Document, if any, established for the purposes of determining fees to be paid under the PRO under the relevant Subsidiary Document.

I3 COMPLIANCE ASSESSMENTS

I3.1 Periodic Assessments

I3.1.1 The frequency, timing and scope of assessments to be conducted under this section I3 shall be determined under the Subsidiary Document "Assessment Panels".

I3.2 Complaints

I3.2.1 The relevant Compliance Assessment Panel (as determined in accordance with Subsidiary Document "Assessment Panels") shall conduct an assessment in relation to the alleged non-compliance of a Member or the Domain Scheme of a Member, when required to do so by the General Secretary under section J1.1.3.

I4 OUTCOME OF ASSESSMENTS

I4.1 Recommendations

I4.1.1 Where an Assessment Panel considers that:

- (a) the relevant Member is materially non-compliant with the terms of the PRO and its Domain Schemes;
- (b) a Domain Scheme of the relevant Member fails in a material respect to comply with the requirements of section C5.2; and
- (c) the relevant Member has not:
 - (i) undertaken to rectify such non-compliance within such period as may be determined by the Compliance Assessment Panel may determine having regard to the gravity of such non-compliance; or
 - (ii) having given an undertaking under section (i) above, complied with such undertaking within the relevant period,

it shall recommend either: (i) the issuing of a Rectification Order; or (ii) the suspension of the Member from the relevant EECS Scheme(s) until such time as the Member has demonstrated compliance with a recommended Rectification Order, or (iii) the expulsion of that Member from the relevant EECS Scheme(s).

I4.1.2 Where an Assessment Panel recommends the issue of a Rectification Order, it shall specify the date by which it recommends the relevant Member should demonstrate compliance with the terms thereof.

J DISPUTES

J1 ALLEGED NON-COMPLIANCE

J1.1 Treatment of Complaints

J1.1.1 Where a Member finds and has supporting evidence to prove that a Scheme Certificate which is the subject of a Transfer Request for its transfer to or from a Transferable Account on another Member's EECS Registration Database does not comply with:

- (a) any of the Harmonisation Measures with respect to EECS Certificates;
- (b) any of the requirements of the Chapter establishing the relevant EECS Scheme with respect to EECS Certificates;
- (c) its Transfer Criteria; or
- (d) any of the provisions of the Domain Scheme of the Originating Member with respect to Scheme Certificates,

then it shall bring this to the attention of such other Member. Where the Members are unable to resolve the problem then either one of them may bring this to the attention of the AIB, by notice in writing to the General Secretary.

J1.1.2 Where the General Secretary is notified in writing by a Domain Scheme Participant that:

- (a) a Scheme Member is in breach of any of the provisions of its Domain Scheme; or
- (b) a Domain Scheme does not comply with the relevant provisions of the PRO,

and is provided with evidence substantiating such allegation, and evidence that the Scheme Member has been given adequate opportunity to respond to such allegation, the General Secretary shall invite the relevant Scheme Member to respond to the allegation.

J1.1.3 Where the General Secretary determines that the alleged non-compliance of a Member notified to him under section J1.1.1 or J1.1.2 is material and that:

- (a) the allegation is reasonably well founded;
- (b) the alleged non-compliance has not been voluntarily rectified by that Member,

he shall refer the alleged non-compliance to a Compliance Assessment Panel convened in respect to the relevant Domain Scheme.

J2 APPEALS

J2.1 Lodging Appeals

J2.1.1 A Member may appeal against any decision reached in relation to itself or any of its Member's Agents by a General Meeting under section D or H.

J2.1.2 An appeal may only be made once in relation to the same subject matter and must be made within 3 months of the relevant decision.

J2.1.3 A notice of appeal shall be made in writing to the Management Board of the AIB and shall specify the grounds of the appeal.

J2.1.4 Where an appeal is made against a resolution in favour of expulsion of a Member from an EECS Scheme, that resolution shall be treated as a resolution suspending the Member from that EECS Scheme until such time as the outcome of the appeal is determined.

J2.2 Management Board

J2.2.1 Where the Management Board of the AIB receives a notice of appeal, it shall consider the grounds of appeal, and where (after consulting the relevant Assessment Panel and, to the extent it deems necessary, the appellant) it determines that:

- (a) there has been a procedural irregularity on the part of the relevant Assessment Panel or the General Meeting with respect to the decision under appeal;
- (b) the report of the Assessment Panel to the relevant General Meeting contained material errors which are not attributable to a default on the part of the Member which has lodged the relevant appeal; or
- (c) the decision under appeal is otherwise manifestly unreasonable,

the Management Board shall instruct the relevant Assessment Panel to re-conduct the relevant assessment and revise its report as appropriate in the light of subsequent findings of the Assessment Panel.

J2.2.2 Where the appeal relates to a failure to comply with the PRO or a Subsidiary Document with respect to the membership of an Assessment Panel, the Board may appoint such replacement members to the relevant Assessment Panel as it sees fit.

J2.2.3 Where, in relation to an appeal, the Management Board is not satisfied that any of the circumstances specified in section J2.2.1 apply, the Management Board shall reject the appeal.

J2.3 Assessment Panels

J2.3.1 Any Assessment conducted by an Assessment Panel in compliance with section J2.2.1 shall be conducted in accordance with the provisions of section D, H or I, as appropriate and, where applicable its recommendations shall be subject, to a resolution by a General Meeting convened in accordance with the relevant provisions of such sections.

K ASSESSMENT PANELS

K1 ESTABLISHMENT

K1.1 Establishment of Assessment Panels

K1.1.1 Assessment Panels are established pursuant to the Internal Regulations of the AIB.

K1.1.2 Subject to section K1.2, the composition, membership and terms of reference of individual Assessment Panels shall be determined in accordance with the Subsidiary Document "Assessment Panels".

K1.2 Membership of Assessment Panels

K1.2.1 No Member's Representative of any Member shall be appointed to an Assessment Panel in relation to an assessment of:

- (a) a System of that Member's, or any Affiliate;
- (b) any System which incorporates software or hardware supplied by that Member or any Affiliate;
- (c) the compliance by that Member or any Affiliate with the terms of the PRO or any Domain Scheme;
- (d) any application made by that Member or any Affiliate under the terms of the PRO;
- (e) in either case where such Assessment Panel is convened as a consequence of a notice served under section I3.2.1 by that Member to assess:
 - (i) the compliance of another Member with the terms of the PRO or a Domain Scheme for which it is responsible;
 - (ii) or the compliance of a Domain Scheme for which another Member is responsible with the requirements of section C5.2.

K1.2.2 A Member's Representative of a Member ("the first Member") shall not be appointed to an Assessment Panel convened to assess:

- (a) another Member's performance (under the terms of the PRO or a Domain Scheme);
- (b) or another Member's application under the PRO,

where a Members' Representative of that other Member has previously been appointed to an Assessment Panel convened to assess the first Member's performance (under the terms of the PRO or a Domain Scheme) or an application of the first Member under the PRO.

K2 CONDUCT OF ASSESSMENT PANELS

K2.1 General

K2.1.1 Members shall instruct each of their Member's Representatives appointed to an Assessment Panel to comply with the terms of the PRO and Subsidiary Documents in so far as those terms relate to the conduct and proceedings of Assessment Panels.

K3 **STATUS OF MEMBERS' REPRESENTATIVES**

K3.1 **General**

K3.1.1 A Member's Representative employed by a Member in connection with the PRO (including members of Assessment Panels) shall be under the complete control of that Member and shall not be deemed to be employees of the AIB, and nothing contained in the PRO or any Subsidiary Document shall be construed to create any contractual relationship between any such Member's Representative and the AIB.

L CHANGE PROCEDURES

L1 GENERAL

L1.1 Introduction

L1.1.1 This section L sets out the mechanisms for amending the PRO and Domain Schemes

L1.2 The General Meeting

L1.2.1 A Member shall not be entitled to vote at a General Meeting in relation to any resolution in connection with a decision to be taken under this section L in connection with a particular Chapter, Domain Protocol or Domain or a Subsidiary Document which applies exclusively to that EECS Scheme unless it is itself a Scheme Member of the relevant EECS Scheme.

L1.2.2 Section L1.2.1 shall not apply where there are fewer than five Scheme Members in the relevant EECS Scheme.

L1.2.3 The voting rights of Members and requisite majority with respect to resolutions of the General Meeting for the purposes of this section L are set out in the Subsidiary Document "Voting Rights".

L1.2.4 In exercising voting rights in respect of any resolution provided for by this section L, each Member shall instruct its Member's Representative(s) present and voting on its behalf at the relevant General Meeting to have regard to the Core Principles.

L1.3 Domain Scheme Assessment Panels

L1.3.1 Any assessment required to be conducted by this section L by a Domain Scheme Assessment Panel shall be conducted in accordance with the requirements of the Subsidiary Document "Change Management". The Member to which such assessment relates shall comply with the provisions of that Subsidiary Document "Change Management" and such other requirement as the relevant Domain Scheme Assessment Panel may reasonably impose.

L2 REVIEWS OF THE PRO AND DOMAIN SCHEMES

L2.1 General

L2.1.1 Members shall comply with the procedures set out in the Subsidiary Document "Review Procedures" in order to conduct periodic reviews of Domain Schemes to ensure that these are compatible with the PRO and its Subsidiary Documents.

L3 CHANGES TO THE PRO AND SUBSIDIARY DOCUMENTS

L3.1 Change Proposals

L3.1.1 Subject to section L3.1.2 a Member may at any time propose a change to the PRO and/or a Subsidiary Document (whether or not in response to a request to that effect from an EECS Participant).

L3.1.2 A Member may not propose a change to a Chapter establishing an EECS Scheme unless:

- (a) it is at such time a Scheme Member of that EECS Scheme; or
- (b) there are at such time fewer than three Scheme Members of that EECS Scheme.

L3.1.3 Members shall comply with the procedures set out in the Subsidiary Document for making, consulting upon and developing Change Proposals.

L3.1.4 Members shall not be prevented by their duties with respect to the Core Principles from proposing, prioritising or voting for the implementation of a Change Proposal with respect to the Core Principles themselves.

L3.1.5 Change Proposals may also be raised by the General Secretary.

L3.2 Implementation of Changes

L3.2.1 A change to the PRO and/or any Subsidiary Document shall take effect from the date specified in a resolution in favour of the relevant Change Proposal made by a General Meeting in accordance with the requirements of this section L3.2 and the Subsidiary Document "Change Management".

L3.2.2 A resolution of the General Meeting in relation to a Change Proposal shall be invalid unless it is either:

- (a) a resolution to reject the Change Proposal (in which case the proposed amendment to the PRO or Subsidiary Document, as the case may be, shall not take effect);
- (b) a resolution to implement the proposed change, specifying the date on which such change shall take effect.

L3.2.3 In exercising voting rights in respect of any Change Proposal and its proposed implementation date, each Member shall instruct its Member's Representative(s) present and voting on its behalf at the relevant General Meeting to have regard to:

- (a) the Core Principles; and
- (b) the time which is reasonably required by Members to implement changes to their IT systems to accommodate the change;
- (c) the time which is reasonably required by Members to implement changes to Domain Protocols so as to secure the ongoing compliance of Domain Schemes for which they are responsible with section C5.2.

L3.2.4 Changes made to PRO Fact Sheets by the General Secretary under this section L shall take effect at the time a version of the PRO Fact Sheet incorporating such change is published on the AIB Website.

L4 DOMAIN SCHEMES

L4.1 Changes to National Certification Scheme

L4.1.1 Changes to Domain Schemes as a consequence of amendments in a National Certification Scheme take place at the time of implementation of such amendments and are not dependant on the approval of the AIB to take effect.

L4.1.2 In the event that, as a consequence of a change to a National Certification Scheme, a Domain Scheme for the Domain of a Scheme Member ceases to comply with section C5.2, the Member shall forthwith:

- (a) notify the AIB;
- (b) cease issuing Scheme Certificates in respect of Registered Production Devices in that Domain;
- (c) subject to section L4.1.3, institute procedures under its Domain Protocol to amend the Domain Protocol so as to secure the Domain Scheme complies with section C5.2, in spite of the change to the National Certification Scheme;

- (d) issue, under section L5.1, an application for approval of its proposed amendments to its Domain Protocol.
- L4.1.3 Where a change to a National Certification Scheme causes a Domain Scheme to cease to comply with section C5.2 in such a manner that the Scheme Member is unable to implement changes to the Domain Protocol to secure such compliance, the Member shall either:
- (a) withdraw from the Domain Scheme in accordance with section D8.1.1;
 - (b) initiate a Change Proposal with a view to rectifying the inconsistency.
- L4.1.4 In the event that a Change Proposal made in the circumstances described in section L4.1.3 is rejected, the relevant Scheme Member shall withdraw from the Domain Scheme in accordance with section D8.1.1.
- L4.2 Alterations to Existing Domains**
- L4.2.1 A Member seeking to alter the scope of an existing Domain for the purposes of an EECS Scheme shall apply to the AIB for prior approval of that alteration.
- L4.2.2 An application for approval of an alteration to the scope of an existing Domain shall be assessed by the Domain Scheme Assessment Panel.
- L4.2.3 An application for approval of an alteration to the scope of an existing Domain shall be approved by the Domain Scheme Assessment Panel where it is satisfied that the alteration to the Domain will not result in the Domain failing to meet the requirements of sections C4.2 and C4.3.
- L4.2.4 Subject to section L4.2.5, for the purposes of the PRO and the relevant EECS Scheme, a Domain shall be altered when the Domain Scheme Assessment Panel notifies the General Secretary that it has approved the relevant application.
- L4.2.5 In relation to an application to alter the scope of an existing Domain which includes, or, if the proposed alteration takes effect, will include, any part of any other Domain in respect of the same EECS Scheme, the proposed alteration shall take not take effect unless and until the General Meeting passes a resolution in favour of it.
- L4.2.6 Where a Domain is altered, the General Secretary shall amend the PRO Fact Sheet "Member Codes" and the PRO Fact Sheet in respect of the relevant EECS Scheme accordingly.
- L4.2.7 Where, as a consequence of the withdrawal or expulsion of a Member from an EECS Scheme, a Domain ceases to exist (for the purposes of the PRO), the General Secretary shall amend the PRO Fact Sheet "Member Codes" and the PRO Fact Sheet in respect of the relevant EECS Scheme as appropriate.
- L5 DOMAIN PROTOCOLS**
- L5.1 General**
- L5.1.1 A Member may amend a Domain Protocol in accordance with its own change control procedures for that Domain Protocol but subject always to the prior approval of the Domain Scheme Assessment Panel in accordance with section L5.2.1 and the prior consent of the General Meeting in accordance with the provisions of this section L5.
- L5.1.2 An application to amend a Domain Protocol shall be made in accordance with requirements of the Subsidiary Document "Change Management".

L5.2 Implementation of Changes

- L5.2.1 The Domain Scheme Assessment Panel shall approve a proposed change to a Domain Protocol where it is reasonably satisfied that subsequent to such change the Domain Protocol would meet the requirements of section C6.2
- L5.2.2 A change to a Domain Protocol shall take effect (from the date specified in the resolution) on resolution to that effect by a General Meeting in accordance with the requirements of this section L5 and the Subsidiary Document "Change Management".
- L5.2.3 A resolution of the General Meeting in relation to a proposed change to a Domain Protocol shall be invalid unless it is either:
- (a) a resolution to reject the proposed change (in which case the proposed change shall not take effect);
 - (b) a resolution to implement the proposed resolution, specifying the date on which such change shall take effect.

L6 MISCELLANEOUS**L6.1 Public Support**

- L6.1.1 (Where such Public Support is not already specified in the PRO Fact Sheet "Public Support") each Member shall notify the AIB of any forms of Public Support which Production Devices registered on its EECS Registration Database are, or may reasonably be expected to become in future, eligible to receive.
- L6.1.2 On receipt of a notice pursuant to section L6.1.1, the General Secretary shall amend the PRO Fact Sheet "Public Support" accordingly to the satisfaction of the Domain Scheme Assessment Panel for the relevant Domain Scheme.

L6.2 Changes in Membership

- L6.2.1 Where a Member which has not previously been admitted to any EECS Scheme becomes a Scheme Member, the General Secretary shall assign a code to that Scheme Member in accordance with the Subsidiary Document "Assignment of Codes" and shall revise the PRO Fact Sheet "Member Codes" by incorporating the name of that Member and its code.
- L6.2.2 Where a Scheme Member responsible for two or more Domains in respect of one EECS Scheme withdraws from one of those Domains, the General Secretary shall revise the PRO Fact Sheet in respect of the relevant EECS Scheme by removing the reference to that Domain as being a Domain of that Scheme Member.
- L6.2.3 Where a Member ceases to be a Scheme Member, the General Secretary shall revise the PRO Fact Sheet in respect of the relevant EECS Scheme by removing the reference to that Member.
- L6.2.4 Where a Member ceases to be a member of the AIB, the General Secretary shall revise the PRO Fact Sheet "Member Codes" by removing the reference to the former Member.

L6.3 New Domains

- L6.3.1 Where an EECS Scheme is first established in a Domain, the General Secretary shall, in accordance with the provisions of the Subsidiary Document "Assignment of Codes" assign a Domain Code to that Domain and revise the PRO Fact Sheet "Member Codes" and the PRO Fact Sheet in respect of the relevant EECS Scheme as appropriate.

L6.4 New Chapters

L6.4.1 Where the PRO is amended by the introduction of a new Chapter, the AIB shall publish a PRO Fact Sheet in respect of the relevant EECS Scheme, for the incorporation of the names of Scheme Members and details of their Domains.

L6.5 Standard Terms and Conditions

L6.5.1 A Member may amend its Standard Terms and Conditions at any time, provided that subsequent to amendment its Standard Terms and Conditions continue to meet the criteria at section C7.1.

M GENERAL

M1 GOVERNING LAW AND THE AIB ARTICLES OF ASSOCIATION

M1.1 Governing Law

M1.1.1 The Basic Commitment (or as it is referred to herein, the PRO) is established under the Articles of Association of the AIB, an international scientific association constituted under Belgian law. Accordingly, the PRO is a constitutional document of the AIB, and is governed by, and shall be interpreted in accordance with, the laws of Belgium.

M1.2 Articles of Association

M1.2.1 For the purposes of Article 3.4 of the Articles of Association, each of the following shall (without limitation) constitute a material breach of the Basic Commitment (or *infraction grave à la Charte fondamentale*):

- (a) a Member purporting to Issue Scheme Certificates with respect to an EECS Scheme of which it is not at the time being a Scheme Member;
- (b) an attempt, by a Member which is not at such time a Scheme Member or otherwise entitled to make such a transfer, to transfer Scheme Certificates to another Member;
- (c) the acceptance by a Member of a transfer of Scheme Certificates from a Member which is not at such time a Scheme Member or otherwise entitled to make such a transfer;
- (d) a Member's persistent and wilful or grossly negligent disregard to the terms of the PRO; and
- (e) any fraudulent activity by a Member in connection with the subject matter of the PRO or any Domain Scheme.

M1.3 Independence of Members

M1.3.1 The PRO establishes duties of Members with respect to their participation in the AIB, but save only to that extent does not create any agency, partnership, joint venture or other joint relationship between the Members.

M2 COMMUNICATIONS

M2.1 Language

M2.1.1 Save where all parties to such communications agree otherwise, all communications with respect to the subject matter of the PRO between Members (and between Members and the AIB) shall be in the English language.

M2.2 Notices

M2.2.1 Unless otherwise stated in the PRO, all notices to be given under the PRO shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or electronic mail (e-mail) to the address of the relevant party set out in the PRO Fact Sheet "Addresses for PRO Notices" in accordance with the provisions of this section M2.2.

M2.2.2 Any notice sent by cable, telegraph, telex, facsimile or e-mail shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the PRO.

M2.2.3 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and

conveyed to the postal authorities or courier service for transmission by airmail or special courier.

M2.2.4 Any notice delivered personally or sent by cable, telegraph, telex, facsimile or e-mail shall be deemed to have been delivered on date of its dispatch.

M2.2.5 The AIB or any Member may change its postal, cable, telex, facsimile or e-mail address or addressee for receipt of notices by notifying the General Secretary of such change. The change in address shall take effect on publication of the PRO Fact Sheet "Addresses for PRO Notices" amended as appropriate on the AIB Website.

M2.2.6 Notices shall be deemed to include any approvals, consents, instructions and orders to be given under the PRO.

M2.2.7 Subject to section M2.1.1, communications between Members shall be made) in accordance with (and, where appropriate, shall be deemed to have been received as provided for by) the terms of the Subsidiary Document "EECS Registration Databases".

M3 INTEGRITY OF THE PRO

M3.1 Entirety

M3.1.1 Subject to the following provisions of this section M3, the PRO and Subsidiary Documents constitutes the entire agreement between the AIB and Members with respect to the subject matter of the PRO and supersedes all communications, negotiations and agreements (whether written or oral) of the AIB and Members with respect thereto made prior to the Implementation Date.

M3.1.2 Section M3.1 is without prejudice to any agreements between Members with respect to the inter-operation of their respective EECS Registration Databases and associated matters including:

- (a) intellectual property rights;
- (b) confidentiality; and
- (c) indemnities and limitations of liability.

M3.2 Waivers

M3.2.1 Subject to section M3.2.3 below, no relaxation, forbearance, delay or indulgence by the AIB, an Assessment Panel or any Member in enforcing any rights, powers or remedies under the PRO, or the granting of time by the AIB or any Assessment Panel to a Member shall prejudice, affect or restrict the rights of that party under the PRO, nor shall any waiver by either party of any breach of the provisions of the PRO operate as waiver of any subsequent or continuing breach of the PRO.

M3.2.2 Any single or partial exercise of any such right, power or remedy shall not preclude any other or future exercise thereof or the exercise of any other right, power, privilege or remedy.

M3.2.3 Any waiver of the rights, powers or remedies of the AIB, any Member or Assessment Panel under the PRO must be in writing, must be dated and signed by an authorised representative of the party granting such waiver (in the case of an Assessment Panel, the authorised person being the acting chairman of that Assessment Panel), and must specify the right and the extent of such waiver.

M3.3 Severability

-
- M3.3.1 If any provision of the PRO is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provision of the PRO.
- M3.4 **Amendment**
- M3.4.1 No amendment or other variation of the PRO, a Subsidiary Document or a PRO Fact Sheet shall be effective unless it is made in accordance with the provisions of section L.
- M3.5 **Assignment**
- M3.6 Neither the AIB nor any Member may assign to any third party any right, benefit, obligation or interest in the PRO or thereunder, except that any person shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or which may become due and payable to it under the PRO.
- M4 INTELLECTUAL PROPERTY**
- M4.1 Intellectual property rights**
- M4.1.1 Each Member grants to the AIB a non-exclusive licence to use data provided in connection with the PRO by that Member (or on its behalf) to the AIB or to any other Member to the extent necessary and solely for the purposes contemplated by the PRO, together with:
- (a) the right to sub-license the use of such data to each other Member as necessary solely for those purposes; and
 - (b) the right to grant each other Member the right to sub-license the use of such data to EECS Participants as necessary solely for those purposes.
- M4.1.2 Each Member shall take all such steps and sign all documents or instruments within its power and reasonably necessary in the opinion of the AIB to secure that:
- (a) the licence from it to the AIB referred to in section M4.1.1 is perfected and takes effect in respect of any item of data from the date at which that data is provided to the AIB or any other Member in connection with the PRO;
 - (b) to secure that such licence survives that Member ceasing to be a Member; and
 - (c) to secure that the indemnity referred to in section M4.2.1 is perfected and survives that Member ceasing to be a Member.
- M4.1.3 To the extent that it is entitled to do so having regard to the rights of third parties, the AIB grants each Member a non-exclusive licence to use the data provided to that Member by each other Member in connection with the PRO to the extent necessary and solely for the purposes contemplated by the PRO, together with the right to sub-license the use of such data to EECS Participants as necessary solely for those purposes.
- M4.1.4 Each Member shall ensure that, and warrants to AIB (for itself and for the benefit of all other Members), in each case in respect of the data referred to in section M4.1.1 provided by or on behalf of that Member, that:
- (a) the provision of such data to any person under the PRO;
 - (b) the use and disclosure and sub-licensing of the use and disclosure of such data by the AIB, any Member or any EECS Participant under, or for the purposes contemplated by, the PRO;
 - (c) the publication of any such data under, or for the purposes contemplated by, the PRO;
-

- (d) the operation of section M4.1.5 in relation to any data derived from that data;

will not infringe the intellectual property rights of any person, or be contrary to any obligations of confidence or be in breach of any obligation or duty to any third party.

M4.1.5 Each Member shall take all such steps and sign all documents or instruments within its power and reasonably necessary in the opinion of the AIB to secure that any intellectual property rights in:

- (a) data created or produced (including by way of processing of data provided by Members) by the AIB, its servant of agents, or any Assessment Panel under the terms of the PRO and
- (b) the PRO, Subsidiary Documents, PRO Fact Sheets, change proposals and all associated documentation and all reports and reviews by Assessment Panels,

shall (as between the AIB and Members) be the property of and vest in the AIB.

M4.1.6 Steps to be taken by Members under section M4.1.5 may, at the discretion of the AIB, include waivers (or securing the waivers of) moral rights.

M4.1.7 To the extent that it is entitled to do so having regard to the rights of third parties, the AIB grants each Member:

- (a) a non-exclusive licence to use the data and documentation referred to in section M4.1.5, to the extent to which such data is provided to, or made available to any Member in accordance with the provisions of (or as contemplated by) the PRO, any Subsidiary Document, the Articles of Association, and internal regulations of the AIB; and
- (b) a non-exclusive right to sub-license such data and documentation to EECS Participants,

in each case to the extent necessary and solely for the purposes contemplated by the PRO.

M4.1.8 The licenses and rights granted under sections M4.1.3 and M4.1.7 in favour of any Member shall terminate on that Member ceasing to be a Member.

M4.1.9 Notwithstanding section M4.1.8, any sub-license granted by a Member to an EECS Participant in pursuance of the rights granted to that Member under M4.1.3 or M4.1.7 may, with respect to data or documentation provided to that EECS Participant by that Member in connection with the PRO (during such time as it remains a Member), survive the termination of that Member's licence and rights referred to in section M4.1.8.

M4.2 Indemnity

M4.2.1 Each Member shall indemnify the AIB (for itself and for the benefit of each other Member) in respect of any loss, liability, damages, costs (including legal costs), expenses, claims and proceedings which the AIB or such other Member may suffer or incur by reason of any breach by that Member of its obligations under section M4.1, or by reason of any breach of a warranty given by that Member thereunder.

M5 SYSTEM TESTS

M5.1 General

M5.1.1 Each Member shall comply with any request made under the Subsidiary Document "EECS Registration Databases" to test the reliable and secure interoperability of its EEC Registration Database and Transfer Links with the Hub

in connection with any assessment in relation to that other Member conducted under sections D or I.

M5.1.2 A Scheme Member may introduce an EECS Certificate into an Account for purposes of testing its EECS Registration Database or transfer an EECS Certificate to an Account held on the EECS Registration Database of another Scheme Member provided:

- (a) Either:
 - (i) The Scheme Member is the Account Holder of that Account; and
 - (ii) No more than 100 EECS Certificates are held in that Account;
- (b) Or:
 - (i) It has instructed an Account Holder to transfer an EECS Certificate held in an Account (the "Sending Account") held by that Account Holder to an Account (the "Receiving Account") held by another Account Holder; and
 - (ii) It has instructed the receiving Account Holder, on receipt of such EECS Certificate, to transfer it from the Receiving Account to the Sending Account; and
 - (iii) No more than 100 such EECS Certificates are transferred in this way during one calendar month.

M6 CHARGES FOR SERVICES

M6.1 AIB and Members

M6.1.1 Save to the extent expressly agreed otherwise in writing between the relevant Member and the AIB and in relation to a Compliance Assessment Panel in accordance with the Subsidiary Document "Assessment Panels", no Member shall be entitled to charge the AIB for performing any obligation under, or providing any service contemplated by, the PRO. For the avoidance of doubt, such prohibition extends to the participation of Member's Representatives in Assessment Panels.

M6.1.2 For the avoidance of doubt, the entitlement of the AIB to charge a Member for the provision of services, in connection with the PRO or otherwise, shall be determined in accordance with the Articles of Association, the internal regulations of the AIB and any agreement between the AIB and that Member.

M6.2 Charges between Members

M6.2.1 Save:

- (a) to the extent expressly agreed otherwise between the relevant Members; or
- (b) as expressly provided for by the PRO (and any relevant Subsidiary Document),

no Member shall be entitled to charge another Member for performing any obligation under the PRO or any Domain Scheme, or providing any service contemplated by, the PRO.

M6.3 Members and EECS Participants

M6.3.1 Subject to the remaining provisions of this section M6.3, the PRO shall not be construed as:

- (a) requiring a Domain Scheme to provide that services to Domain Scheme Participants should be provided by the relevant Scheme Member free of charge;
- (b) inhibiting in any way the right of Members to charge Domain Scheme Participants for the provision of services to them under a Domain Scheme, to the extent permissible under applicable national and European law.

M6.3.2 Subject to sections M6.3.3 and M6.3.4, nothing in the PRO shall be construed as imposing an obligation on a Member to transfer, or receive a transfer of, Redeem or otherwise process an EECS Certificate where the Account Holder of the Account in which such EECS Certificate is held, or to whose Account such EECS Certificate is to be transferred, is in breach of an obligation to make payment to that Member under its Standard Terms and Conditions.

M6.3.3 Any sub-licence granted by a Member to an EECS Participant in pursuance of the rights granted to that Member under section M4.1.3 or M4.1.7 shall be royalty free.

M6.3.4 (Without implying an obligation to charge for their services on a commercial basis) Members' charges for services provided in connection with the PRO and any Domain shall be established with due regard to the principles set out in section A8.

M7 DISCLAIMERS**M7.1 Third Party Rights**

M7.1.1 Subject to section M7.1.2, the AIB and Members do not intend that any third party shall have any rights, benefits, entitlements or privileges under the PRO or any Subsidiary Document, and nothing in the PRO or any Subsidiary Document shall be construed as conferring or purporting to confer any such right, benefit, entitlement or privilege on any such person.

M7.1.2 The AIB and each Member acknowledges and agrees that the AIB and each Member holds the benefit of the provisions of this section M7 for itself and as trustee and agent for its officers, employees and agents.

M7.2 Responsibility of Members and Members' Representatives

M7.2.1 The obligations of Members and their Member's Representatives under the PRO and Subsidiary Documents are owed to the AIB. Accordingly (but without prejudice to the rights of any person under legislative or contractual arrangements), such references shall not be taken as evidence that any Member or Member's Representative accepts a duty of care in favour of any person other than the AIB in respect of the subject matter of the PRO or any Domain Protocol, Domain Scheme or National Certification Scheme.

M7.2.2 Members, their servants and agents shall not by virtue of the PRO or any Domain Protocol be deemed to have made or to make any representation, warranty or guarantee as to the reliability, adequacy or completeness of their performance of obligations or entitlements under the PRO or any Domain Protocol, Domain Scheme or National Certification Scheme. Accordingly (but without prejudice to the rights of any person under legislative or contractual arrangements) no Member and no servant or agent of any Member (including

any Member's Representative being a Member of an Assessment Panel) accepts any liability for any failure to discharge any such obligation or entitlement properly or adequately, nor for any other act or omission on the part of that Member or its servants or agents, or on the part of any other Member or its servant and agents.

M7.2.3 The provisions of this section M7 shall be without prejudice to any procedural right or remedy expressly provided by the PRO as being available to the AIB with respect to Members.

M7.2.4 The AIB is authorised by Members to make the disclaimers in this section M7.2 on their behalf.

M7.2.5 For the avoidance of doubt, the liability of a Member to an EECS Participant for any failure to comply with the provisions of a Domain Scheme shall be governed by the provisions of that Domain Scheme and any contractual arrangements between that Member and that EECS Participant pursuant thereto.

M7.3 Responsibility of AIB – Disclaimer

M7.3.1 Whilst the AIB uses its reasonable endeavours to ensure that it fulfils the functions ascribed to it under the terms of the PRO and Subsidiary Documents, neither the AIB nor its servants and agents accepts a duty of care to any third party and shall not be deemed to have made or to make any representation, warranty or guarantee as to the reliability, adequacy or completeness of the performance of such functions. Accordingly (but without prejudice to the rights of any person under legislative or contractual arrangements) neither the AIB nor its servants or agents accept any liability for any failure to discharge any such function properly, nor any liability for any failure, act or omission on the part of the AIB or such servants or agents.

M8 IMPEDIMENTS TO THE PERFORMANCE OF OBLIGATIONS

M8.1 Force Majeure

M8.1.1 Members and the AIB shall be relieved from complying with their obligations under the PRO on the grounds of force majeure to the extent provided for by Belgian law.

M8.2 Compliance with Applicable Laws

M8.2.1 Nothing in the PRO shall be taken as requiring the AIB or any Member to act in breach of any law applicable to it (including any law with respect to data protection.

M8.2.2 The provisions of section M8.2.1 shall not be construed as implying that a Domain Scheme need not comply with the requirements of C5.2.

M9 SUBSIDIARY DOCUMENTS

M9.1 General

M9.1.1 The PRO is supported by the provisions set out in Subsidiary Documents.

M9.1.2 The AIB shall publish a list of Subsidiary Documents in a PRO Fact Sheet "PRO Subsidiary Documents".

M10 TRANSITIONAL PROVISIONS

M10.1 General

M10.1.1 Each Member acknowledges that amendments are required to the PRO to deal adequately with various matters, including the preparation of, and references in the PRO to, Subsidiary Documents. Accordingly, each Member undertakes to

take all steps reasonably required by the AIB to facilitate the implementation of changes to the PRO and the adoption of Subsidiary Documents to address (in a reasonable manner) such matters. Adoption of new subsidiary documents will be made by resolution of the General Meeting.

M10.1.2 Each Member acknowledges that transitional provisions are required to facilitate the orderly transition from the provisions of the EECS BC and the Basic Commitment, as constituted immediately prior to the Implementation Date, to the terms of the PRO on such date, in particular, having regard to the requirements of the PRO with respect to:

- (a) the obligations to be imposed on Domain Scheme Participants under Domain Schemes and Members' Standard Terms and Conditions;
- (b) the obligations imposed on Members with respect to Domain Schemes;
- (c) where a Member uses a Members Agent, the obligations which that Member is required to impose on that Members Agent; and
- (d) the requirements with respect to the approval of Domain Schemes and Approval of Members Agent's and Measurement Bodies,

and with respect to inconsistencies between the terms the PRO and of the Articles of Association with respect to the amendment of the PRO. Accordingly, the provisions of this section M10 shall prevail over any other provision of the PRO or any Subsidiary Document.

M10.2 Treatment of Members, Production Devices and Pre-Implementation Date Certificates

M10.2.1 To alleviate the potentially adverse impact on Members, and other persons with an interest in the PRO, of the matters referred to in sections M10.1, the application of the provisions of the PRO with respect to each Member shall (notwithstanding any other provision of the PRO) be qualified for the period from the Implementation Date until 16th June 2006 by the following provisions:

- (a) where a Member was, immediately prior to the Implementation Date, entitled to issue GO Certificates under the Pre-Implementation Provisions, until such time as that Member is admitted to GoO RES-E in accordance with section D3.4.1:
 - (i) it shall remain entitled to issue, transfer, receive transfers of, and Redeem such Certificates and register Production Devices for the purposes of issuing such Certificates in accordance with, and subject to, the Pre-Implementation Provisions as in force immediately prior to the Implementation Date;
 - (ii) its Member's Agents in connection with such processes and any Production Auditor appointed by it, shall be treated as having been Approved (other than for the purposes of the assessment of an application by that Member for admission to GoO RES-E under section D3.2); and
 - (iii) it shall itself, subject to its remaining a Member, be entitled to be treated in all respects as a Scheme Member of GoO RES-E; and
- (b) where a Member was, immediately prior to the Implementation Date, entitled to issue RECS Certificates under the Pre-Implementation Provisions, until such time as that Member is admitted to RECS in accordance with section D3.4.1:
 - (i) it shall remain entitled to issue, transfer, receive transfers of, and Redeem such Certificates and register Production Devices for the purposes of issuing such Certificates in accordance with, and

subject to, the Pre-Implementation Provisions as in force immediately prior to the Implementation Date;

- (ii) its Member's Agents in connection with such processes and any Production Auditor appointed by it shall be treated as having been Approved (other than for the purposes of the assessment of an application by that Member for admission to GoO RES-E under section D3.2); and
- (iii) it shall itself, subject to its remaining a Member, be entitled to be treated in all respects as a Scheme Member of RECS.

M10.2.2 A Production Device registered with a Member in accordance with the Pre-Transition Provisions for the purposes of issuing GO Certificates (whether or not as a consequence of the operation of section M10.2.1(a)(i)) shall be treated as having been registered from the time of such registration for the purposes of GoO RES-E in the EECS Registration Database of that Member.

M10.2.3 A Production Device registered with a Member in accordance with the Pre-Transition Provisions for the purposes of issuing RECS Certificates (whether or not as a consequence of the operation of section M10.2.1(b)(i)) shall be treated as having been registered from the time of such registration for the purposes of RECS in the EECS Registration Database of that Member.

M10.2.4 Any GO Certificate issued in accordance with the PRO under the Pre-Implementation Provisions (whether or not as a consequence of the operation of section M10.2.1(a)(i)) shall be treated as an EECS Certificate Issued under GoO RES-E unless there are compelling reasons to the contrary, notified to the General Secretary in accordance with section J1.1.1.

M10.2.5 Any RECS Certificate issued in accordance with the Basic Commitment under the Pre-Implementation Provisions (whether or not as a consequence of the operation of section M10.2.1(b)(i)) shall be treated as RECS Certificate Issued under RECS unless there are compelling reasons to the contrary, notified to the General Secretary in accordance with section J1.1.1.

M10.2.6 A Member failing to become a Scheme Member of GoO RES-E by 16th June 2006 shall be deemed to have been expelled from such EECS Scheme on such date.

M10.2.7 Where a Member fails to become a Scheme Member of RECS by 16th June 2006 it shall be deemed to have been expelled from such EECS Scheme on such date.

M10.3 Amendments to the PRO

M10.3.1 Until such time as the Articles of Association and internal regulations of the AIB are amended so as to be consistent with section L, amendments to the PRO may only be made in accordance with the provisions of the Articles of Association and for such purposes the creation or amendment of a Subsidiary Document shall be treated as an amendment to the PRO.

M10.4 Definitions

M10.4.1 For the purposes of this section M10, unless the context otherwise requires or there is express provision to the contrary, terms shall have the meanings respectively ascribed to them below:

TERM	DEFINITION
EECS BC	the document entitled "European Energy Certification System - Basic Commitment, Release 1-2" published by the AIB on 7 June 2004;

GO Certificate	the meaning ascribed to that expression by the EECS BC;
GoO RES-E	the meaning ascribed to it in CHAPTER 1.;
Pre-Implementation Provisions	the provisions of: <ul style="list-style-type: none">a) the Basic Commitment as in force from time to time prior to the Implementation Date;b) the EECS BC; andc) any previous version of the EECS BC which has been approved (in relation to the relevant time) by the AIB; and
RECS	the meaning ascribed to it in CHAPTER 1.;
RECS Certificate	the meaning ascribed to that expression either by the Basic Commitment as in force immediately prior to the Implementation Date, or by CHAPTER 2., as appropriate.

CHAPTER 1: GoO RES-E CERTIFICATES

1 INTRODUCTION

- 1.1 GoO RES-E is hereby established as an EECS Scheme based on the Renewable Energy Directive. In this Chapter, unless the context otherwise requires or there is express provision to the contrary, terms shall have the meanings respectively ascribed to them below:

TERM	DEFINITION
Consumption Declaration	a declaration with respect to the fuel sources of a Production Device (including the electrical energy used in pumping water to be used by the Production Device);
Disclosure	The process whereby a supplier proves to its customers the source of the energy that has been supplied to them (see Articles 3.6 of the Internal Markets Electricity Directive [2003/54/EC])
GoO RES-E	the EECS Scheme established by this Chapter I, together with the Domain Schemes in respect of the Domains of GoO RES-E Members for the purposes of that EECS Scheme, in compliance with Directive 2001/77/EC of the European Parliament and of the Council;
GoO RES-E Certificate	an EECS Certificate Issued under a GoO RES-E Domain Scheme;
GoO RES-E Domain Scheme	the Domain Scheme establishing GoO RES-E in a Domain;
GoO RES-E Member	a Member which is for the time being a Scheme Member of GoO RES-E;
GoO RES-E Qualification Criteria	the criteria set out at section 3.1;
Nett Electrical Energy Generation	the gross electricity production of a Production Device as evidenced by measured values collected and determined by an Authorised Body with reference to its Import and Export Meters (adjusted by meter amendments and the outcome of any disputes) minus the demand of any generating auxiliaries and minus losses in the main generator transformers on the site of the Production Device;
Production Declaration	a request to a Scheme Member for the Issue of GoO RES-E Certificates in respect of a particular Production Device and period of time; and
RECS	the RECS Scheme established under Chapter 2 together with the Domain Schemes in respect of the Domains of RECS Members;

RECS Certificate	an EECS Certificate Issued under a RECS Domain Scheme;
RECS Domain Scheme	The Domain Scheme establishing RECS in a Domain;
RECS Member	a Member which is for the time being a Scheme Member of RECS;
Renewable Source Factor	in relation to any Production Device and period of time the proportion expressed as a factor of less than one of the Nett Electrical Energy Generation of that Production Device which is RES-E, as specified (consistently with the terms of the relevant Domain Scheme) in the Production Declaration for that Production Device with respect to the period over which the electricity was generated.

2 APPOINTMENT CRITERIA

- 2.1 The Appointment Criteria in connection with a proposed Domain for a prospective GoO RES-E Member are that the prospective GoO RES-E Member is either:
- (a) an Authorised Body for the purpose of issuing Certificates under the relevant National Certification Scheme with respect to any Production Device located in the proposed Domain which meets the GoO RES-E; or
 - (b) (subject only to the consent of the owner and/or operator of the relevant Production Device) entitled to receive the data contained in Certificates issued in electronic form under the relevant National Certification Scheme
- and in each such case (subject only to the consent of the owner and/or operator of the relevant Production Device) is entitled to receive the data comprised in Certificates issued in electronic form for the purposes contemplated by the PRO and entitled:
- (c) to use and permit such data to be used for the purposes contemplated by the PRO;
 - (d) to grant the license referred to in section M4.1.1 with respect to such data;
- 2.2 The Scheme Members of GoO RES-E and their respective RECS Domains are set out in the PRO Fact Sheet "GoO RES-EECS Members".

3 GoO RES-E QUALIFICATION CRITERIA

- 3.1 The criteria of each GoO RES-E Domain Scheme for Production Devices to qualify for registration for the purposes of GoO RES-E (the "GoO RES-E Qualification Criteria") are that:
- (a) that the Production Device is capable of generating RES-E;
 - (b) the metering arrangements for the electrical inputs and outputs of the Production Device (including electrical energy consumed in pumping water for use by that Production Device) satisfy the legislative and administrative requirements applicable in the relevant Domain (including the requirements of the Domain Protocol);
 - (c) the Production Device satisfies any legislative and administrative requirements applicable in the relevant Domain (including the requirements of the Domain Scheme).

4 PRODUCTION DEVICE REGISTRATION

- 4.1 A GoO RES-E Domain Scheme's provisions with respect to the maintenance of the EECS Registration Database shall be such that the Registrant of a Production Device for the purposes of GoO RES-E shall be obliged to re-apply for registration for the Production Device on each occasion that it notifies the Scheme Member of changes that have occurred, or are planned, with respect to that Production Device, which as the case may be, have resulted in, or will result in, the information recorded in the EECS Registration Database with respect to that Production Device becoming inaccurate.
- 4.2 A GoO RES-E Domain Scheme's provisions with respect to the maintenance of the EECS Registration Database shall be such that a Production Device shall cease to be registered for the purposes of GoO RES-E where a Registrant fails to re-apply for registration in the circumstances referred to in section E2.3.

5 GoO RES-E CERTIFICATES

- 5.1 The provisions of an RES-GO Domain Scheme shall be such that GoO RES-E Certificates may be used for purposes of disclosure according to the provisions of CHAPTER 3: DISCLOSURE CERTIFICATES of the PRO.
- 5.2 The provisions of a GoO RES-E Domain Scheme shall be such that no GoO RES-E Certificates shall be Issued in respect of:
- (a) any electricity which has been found not to be RES-E; or
 - (b) any Production Device which is not registered for the purposes of GoO RES-E in the EECS Registration Database for the relevant Domain;
 - (c) any RES-E, of which the measured value has not been collected and determined by an Authorised Body.
- 5.3 The provisions of a GoO RES-E Domain Scheme may be such that each GoO RES-EEC Issued thereunder shall indicate:
- (a) that the Domain Scheme under which the GoO RES-E Certificate was Issued requires the Registrant of the Originating Production Device to notify the Scheme Member of any Public Support with respect to the Originating Production Device;
 - (b) in the manner specified in section E3.1.1(k), whether, and if so what type of, Public Support has been received in respect of the Originating Production Device.

-
- 5.4 The provisions of each GoO RES-E Domain Scheme shall be such that, where the preconditions of that Domain Scheme with respect to the Issue of GoO RES-E Certificates have been met, GoO RES-E Certificates shall be Issued in respect of the quantity of RES-E with respect to the relevant Production Device and period claimed in a Production Declaration and specified (in whole MWh) by the Registrant of the Production Device or a Account Holder duly authorised on its behalf, in accordance with provisions consistent with sections 5.5 and 5.6.
- 5.5 The provisions of each GoO RES-E Domain Scheme shall be such that GoO RES-E Certificates shall not be Issued in respect of any RES-E specified in a Production Declaration where the Scheme Member is not in receipt of measured values of electricity production collected and determined by an Authorised Body which, having regard to the relevant Consumption Declaration where relevant, corroborate the amount so specified.
- 5.6 The provisions of each GoO RES-E Domain Scheme shall be such that each EECS Certificate Issued thereunder has a Face Value of:
- (a) 1 MWh;
 - (b) 10 MWh;
 - (c) 100 MWh;
 - (d) 1000 MWh;
 - (e) 10,000 MWh;
 - (f) 100,000 MWh; or
 - (g) 1,000,000 MWh.
- 5.7 The provisions of each GoO RES-E Domain Scheme shall be such that:
- (a) where the Production Device only produces RES-E, the amount of RES-E determined for the purposes of GoO RES-E as having been produced by a Production Device shall be the amount of Nett Electrical Energy Generation produced by that Production Device;
 - (b) where the Production Device produces RES-E and electricity which is not RES-E, the amount of RES-E determined for the purposes of GoO RES-E as having been produced by a Production Device shall be the amount of Nett Electrical Energy Generation produced by that Production Device multiplied by the Renewable Source Factor;
 - (c) a person submitting a Production Declaration in relation to a Production Device for which one of the sources of energy is pumped water shall be obliged to submit (in respect of the same period as that to which the Production Declaration relates) a Consumption Declaration and to specify therein the amount of electrical energy consumed in pumping water for use by that Production Device in that period;

(d) a person submitting a Production Declaration in relation to a Production Device for which one of the sources of energy is biomass shall be obliged to submit (in respect of the same period as that to which the Production Declaration relates) a Consumption Declaration and to specify therein:

- (i) the values of M^{RE} , C^{RE} , M^{Non-RE} and C^{Non-RE} ; and
- (ii) as the Renewable Source Factor for that period, a factor no greater than L ,

Where:

$$L = \frac{M^{RE} \times C^{RE}}{(M^{RE} \times C^{RE}) + (M^{Non-RE} \times C^{Non-RE})}$$

And

M^{RE} is the mass of the Renewable Energy Source for that Production Device during the relevant period

C^{RE} is the average calorific value of the Renewable Energy Source for that Production Device during the relevant period

M^{Non-RE} is the mass of the fuel for that Production Device during the relevant period which is not a Renewable Energy Source

C^{Non-RE} is the calorific value of the fuel for that Production Device during the relevant period which is not a Renewable Energy Source.

CHAPTER 2: RECS CERTIFICATES

1 INTRODUCTION

1.1 RECS is hereby established as an EECS Scheme.

2 DEFINITIONS

2.1 In this Chapter, unless the context otherwise requires or there is express provision to the contrary, terms shall have the meanings respectively ascribed to them below:

TERM	DEFINITION
Consumption Declaration	a declaration with respect to the fuel sources of a Production Device (including the electrical energy used in pumping water to be used by the Production Device);
Nett Electrical Energy Generation	the gross electricity production of a Production Device as evidenced by measured values collected and determined by an Authorised Body (or where appropriate an Approved Measurement Body) with reference to its Import and Export Meters (adjusted by meter amendments and the outcome of any disputes) minus the demand of any generating auxiliaries and minus losses in the main generator transformers on the site of the Production Device;
Production Declaration	a request to a Scheme Member for the Issue of RECS Certificates in respect of a particular Production Device and period of time;
RECS	the RECS Scheme established under this Chapter 2 together with the Domain Schemes in respect of the Domains of RECS Members;
RECS Certificate	an EECS Certificate Issued under a RECS Domain Scheme;
RECS Domain Scheme	The Domain Scheme establishing RECS in a Domain;
RECS Member	a Member which is for the time being a Scheme Member of RECS;
RECS Participant	a Domain Scheme Participant with respect to RECS
RECS-I	an Association constituted in accordance with the Belgian law of 27 June 1921 (as amended) under the name of "RECS International" with a company number of 6120/2003;
RECS Qualification Criteria	The criteria set out at section 4; and
Redemption Statement	A non-transferable electronic or printed receipt for providing evidence to non-Domain Scheme Participants of RECS Certificates acquired by a Domain Scheme Participant in support of a label or branding exercise.

Renewable Source Factor in relation to any Production Device and period of time the proportion expressed as a factor of less than one of the Nett Electrical Energy Generation of that Production Device which is RES-E, as specified (consistently with the terms of the relevant Domain Scheme) in the Production Declaration for that Production Device with respect to the period over which the electricity was generated.

3 APPOINTMENT TO CONDUCT RECS REGISTRATION FUNCTIONS

- 3.1.1 The Appointment Criteria with respect to the proposed Domain of a prospective RECS Member are that the AIB is notified by RECS-I that it (on behalf of relevant members of RECS-I) approves of the assumption by the relevant Member of responsibilities under the PRO as the RECS Member with respect to that Domain.
- 3.1.2 The Scheme Members of RECS and their respective RECS Domains are set out in the PRO Fact Sheet "RECS Members"

4 RECS QUALIFICATION CRITERIA

- 4.1.1 The criteria for Production Devices to qualify for registration for the purposes of RECS (the "RECS Qualification Criteria") are:
- (a) that the Production Device is capable of generating RES-E;
 - (b) that the owner of Production Device will not during the period of its registration for the purposes of RECS and for the same unit of electrical energy receive tradable evidence such as Certificates which represent the benefit of renewable electricity generation from both RECS and another similar system that similarly certifies the origin or represents the benefits of the associated renewable electricity and can be exchanged for financial support; and
 - (c) that the owner of the Production Device agrees that information recorded with respect to the Production Device on the EECS Registration Database may be made available in printed or electronic form to any EECS Participant.
 - (d) the metering arrangements for the electrical inputs and outputs of the Production Device (including electrical energy consumed in pumping water for use by that Production Device) satisfy the legislative and administrative requirements applicable in the relevant Domain (including the requirements of the Domain Protocol).

5 PRODUCTION DEVICE REGISTRATION

- 5.1 The procedures of a RECS Domain Scheme for the registration of Production Devices for the purposes of RECS shall be such that a person applying to register a Production Device in an EECS Registration Database for the purposes of RECS is obliged to provide the following information to the Scheme Member and to guarantee its accuracy:
- (a) details of any Public Support has been, or is due to be received by any person in relation to the Production Device; and
 - (b) details of any prior infringements by itself or any Affiliate of the terms of any Domain Scheme with respect to RECS.
- 5.2 A RECS Domain Scheme's procedures for the registration of Production Devices for the purposes of RECS shall be such that a person applying to register a Production
-

Device in an EECS Registration Database for the purposes of RECS is obliged to guarantee that the owner of the Production Device will not during the period of its registration for the purposes of RECS and for the same unit of electrical energy receive tradable evidence such as Certificates which represent the benefit of RES-E generation from both RECS and another similar system that similarly certifies the origin or represents the benefits of the associated renewable electricity and can be exchanged for financial support.

- 5.3 A RECS Domain Scheme's provisions with respect to the maintenance of the EECS Registration Database shall be such that the Registrant of a Production Device for the purposes of RECS shall be obliged to re-apply for registration for the Production Device on each occasion that it notifies the Scheme Member of changes that have occurred, or are planned, with respect to that Production Device, which as the case may be, have resulted in, or will result in, the information recorded in the EECS Registration Database with respect to that Production Device becoming inaccurate.
- 5.4 A RECS Domain Scheme's provisions with respect to the maintenance of the EECS Registration Database shall be such that a Production Device shall cease to be registered for the purposes of RECS where a Registrant fails to re-apply for registration in the circumstances referred to in section E2.3 or fails to comply with requirements of the Domain Scheme consistent with section 5.5.
- 5.5 A RECS Domain Scheme shall provide that the Scheme Member shall conduct a Production Audit in relation to each Production Device in that Domain which is Registered for the purposes of RECS:
- (a) no less than once every five years; and
 - (b) where such Production Device is fuelled in whole or in part by biomass, no less than once a year.
- 5.6 A RECS Domain Scheme's provisions with respect to the maintenance of the relevant EECS Registration Database shall be such that RECS Participants are provided with access to information held on Production Devices registered for the purposes of RECS.

6 RECS CERTIFICATES

- 6.1 The provisions of a RECS Domain Scheme shall be such that no RECS Certificate shall be Issued in respect of:
- (a) any electricity which has been found not to be RES-E; or
 - (b) any Production Device which is not registered for the purposes of RECS in the EECS Registration Database for the relevant Domain.
- 6.2 The provisions of each RECS Domain Scheme shall be such that each RECS Certificate Issued thereunder indicates:
- (a) that the Domain Scheme under which the RECS Certificate was Issued requires the Registrant of the Originating Production Device to notify the Scheme Member of any Public Support with respect to the Originating Production Device;
 - (b) in the manner specified in section E3.1.1(k), whether, and if so what type of, Public Support has been received by the Originating Production Device;
 - (c) indicate, the Nominated Capacity, in kilowatts, of the Originating Production Device;
- 6.3 The provisions of each RECS Domain Scheme shall be such that where the preconditions of that Domain Scheme with respect to the Issue of RECS Certificates

have been met, RECS Certificates shall be Issued in respect of the RES-E (in whole MWh) specified by the Registrant of the Production Device, or an Account Holder duly authorised on its behalf, in a Production Declaration (with respect to the relevant Production Device and period), in accordance with provisions consistent with sections 6.4 and 6.5.

- 6.4 The provisions of each RECS Domain Scheme shall be such that RECS Certificates shall not be Issued in respect of any RES-E specified in a Production Declaration where the Scheme Member is not in receipt of measured values of RES-E production, collected and determined by an Authorised Body (or, where appropriate, an Approved Measurement Body) which, having regard to the relevant Consumption Declaration where relevant, corroborate the amount so specified.
- 6.5 The provisions of each RECS Domain Scheme shall be such each RECS Certificate Issued thereunder has a Face Value of:
- (a) 1 MWh;
 - (b) 10 MWh;
 - (c) 100 MWh;
 - (d) 1000 MWh;
 - (e) 10,000 MWh;
 - (f) 100,000 MWh; or
 - (g) 1,000,000 MWh.
- 6.6 The provisions of each RECS Domain Scheme shall be such that:
- (a) where the Production Device only produces RES-E, the amount of RES-E determined for the purposes of RECS as having been produced by a Production Device shall be the amount of Nett Electrical Energy Generation produced by that Production Device;
 - (b) where the Production Device produces RES-E and electricity which is not RES-E, the amount of RES-E determined for the purposes of RECS as having been produced by a Production Device shall be the amount of Nett Electrical Energy Generation produced by that Production Device multiplied by the Renewable Source Factor;
 - (c) a person submitting a Production Declaration in relation to a Production Device for which one of the sources of energy is pumped water shall be obliged to submit (in respect of the same period as that to which the Production Declaration relates) a Consumption Declaration and to specify therein, the amount of electrical energy consumed in pumping water for use by that Production Device in that period;
 - (d) a person submitting a Production Declaration in relation to a Production Device for which one of the sources of energy is biomass shall be obliged to submit (in respect of the same period as that to which the Production Declaration relates) a Consumption Declaration and to specify therein:
 - (i) the values of M^{RE} , C^{RE} , M^{Non-RE} and C^{Non-RE} ; and
 - (ii) as the Renewable Source Factor for that period, a factor no greater than L,

Where:

$$L = \frac{M^{RE} \times C^{RE}}{(M^{RE} \times C^{RE}) + (M^{Non-RE} \times C^{Non-RE})}$$

And

M^{RE} is the mass of the Renewable Energy Source for that Production Device during the relevant period

C^{RE} is the average calorific value of the Renewable Energy Source for that Production Device during the relevant period

M^{Non-RE} is the mass of the fuel for that Production Device during the relevant period which is not a Renewable Energy Source

M^{Non-RE} is the calorific value of the fuel for that Production Device during the relevant period which is not a Renewable Energy Source.

- 6.7 The provisions of a RECS Domain Scheme need not be such that RECS Certificates must be Issued in respect of the entirety of the RES-E output of a Production Device in any period.

7 REDEMPTION STATEMENTS

- 7.1 A request made by an Account Holder to a Member for the production of a Redemption Statement in relation to RECS Certificates that have been Redeemed from the Transferables Account of that Account Holder in accordance with section F4 must identify, in addition to the information listed in section F4.1.1, the purpose of the Redemption Statement.
- 7.2 Where a RECS Scheme Member has been asked to produce a Redemption Statement in accordance with section 7.1, then it shall use the Redemption Statement format identified in the relevant Domain Scheme Protocol of that Member.
- 7.3 The provisions of each Domain Scheme must be such that in addition to the items listed in section 7.1 each Redemption Statement must display:
- A statement that it relates to the redemption of RECS Certificates;
 - The account number, name and address of the Account Holder that made the request;
 - The identity of each RECS Scheme Certificate that is associated with this Redemption Statement; and
 - The date of producing the Redemption Statement.
- 7.4 When producing a Redemption Statement, a RECS Scheme Member shall record in the EECS Scheme Database the RECS Scheme Certificates that are included in that Redemption Statement, ensuring that each RECS Scheme Certificate is included in no more than one Redemption Statement.

CHAPTER 3: DISCLOSURE CERTIFICATES

1 INTRODUCTION

- 1.1 EECS-Disclosure is hereby established as an EECS Scheme based on the Internal Markets Electricity Directive. In this Chapter, unless the context otherwise requires or there is express provision to the contrary, terms shall have the meanings respectively ascribed to them below:

TERM	DEFINITION
Consumption Declaration	a declaration with respect to the fuel sources of a Production Device (including the electrical energy used in storing energy to be used by the Production Device);
Disclosure	The process whereby a supplier proves to its customers the source of the energy that has been supplied to them (see Articles 3.6 of the Internal Markets Electricity Directive [2003/54/EC])
EECS-Disclosure	the EECS Scheme established by this Chapter 3, together with the Domain Schemes in respect of the Domains of EECS-Disclosure Members for the purposes of that EECS Scheme, in compliance with Directive 2003/54/EC of the European Parliament and of the Council;
EECS-Disclosure Certificate	an EECS Certificate which has been Issued under an EECS-Disclosure Domain Scheme as evidence for purposes of Disclosure;
EECS-Disclosure Domain Scheme	the Domain Scheme establishing EECS-Disclosure in a Domain;
EECS-Disclosure Member	a Member which is for the time being a Scheme Member of EECS-Disclosure;
EECS-Disclosure Qualification Criteria	the criteria set out at section 3.1;
Energy Source Factor	in relation to any Production Device and period of time and single energy source the proportion expressed as a factor of less than one of the Nett Electrical Energy Generation of that Production Device which is from that single energy source, as specified (consistently with the terms of the relevant Domain Scheme) in the Production Declaration for that Production Device with respect to the period over which the electricity was generated.

GoO RES-E	the EECS Scheme established by Chapter I, together with the Domain Schemes in respect of the Domains of GoO RES-E Members for the purposes of that EECS Scheme, in compliance with Directive 2001/77/EC of the European Parliament and of the Council;
GoO RES-E Certificate	an EECS Certificate Issued under a GoO RES-E Domain Scheme according to the provisions of Chapter 1 (“GoO RES-E Certificates”) of the PRO;
Nett Electrical Energy Generation	the gross electricity production of a Production Device as evidenced by measured values collected and determined by an Authorised Body with reference to its Import and Export Meters (adjusted by meter amendments and the outcome of any disputes) minus the demand of any generating auxiliaries and minus losses in the main generator transformers on the site of the Production Device; and
Production Declaration	a request to a Scheme Member for the Issue of EECS-Disclosure Certificates in respect of a particular Production Device and period of time.
RECS	the RECS Scheme established under Chapter 2 together with the Domain Schemes in respect of the Domains of RECS Members;
RECS Certificate	an EECS Certificate Issued under a RECS Domain Scheme;
RECS Domain Scheme	The Domain Scheme establishing RECS in a Domain;
RECS Member	a Member which is for the time being a Scheme Member of RECS;

2 APPOINTMENT CRITERIA

- 2.1 The Appointment Criteria in connection with a proposed Domain for a prospective EECS-Disclosure Member are that the prospective EECS-Disclosure Member is either:
- (a) an Authorised Body for the purpose of issuing Certificates under the relevant National Certification Scheme with respect to any Production Device located in the proposed Domain which meets the requirements for EECS-Disclosure; or
 - (b) (subject only to the consent of the owner and/or operator of the relevant Production Device) entitled to receive the data contained in Certificates issued in electronic form under the relevant National Certification Scheme
- and in each such case (subject only to the consent of the owner and/or operator of the relevant Production Device) is entitled to receive the data comprised in Certificates issued in electronic form for the purposes contemplated by the PRO and entitled:
- (c) to use and permit such data to be used for the purposes contemplated by the PRO;

(d) to grant the license referred to in section M4.1.1 with respect to such data;

2.2 The Scheme Members of the EECS-Disclosure scheme and their respective EECS-Disclosure Domains are set out in the PRO Fact Sheet “EECS-Disclosure Members”.

3 DISCLOSURE QUALIFICATION CRITERIA

3.1 The criteria of each EECS-Disclosure Domain Scheme for Production Devices to qualify for registration for the purposes of EECS-Disclosure (the “EECS-Disclosure Qualification Criteria”) are that:

- (a) that the Production Device is capable of generating electricity;
- (b) the metering arrangements for the electrical inputs and outputs of the Production Device (including electrical energy consumed in storing energy for use by that Production Device) satisfy the legislative and administrative requirements applicable in the relevant Domain (including the requirements of the Domain Protocol);
- (c) the Production Device satisfies any legislative and administrative requirements applicable in the relevant Domain (including the requirements of the Domain Scheme).

4 PRODUCTION DEVICE REGISTRATION

4.1 The provisions of an EECS- Disclosure Domain Scheme with respect to the maintenance of the EECS Registration Database shall be such that the Registrant of a Production Device for the purposes of EECS-Disclosure shall be obliged to re-apply for registration for the Production Device on each occasion that it notifies the Scheme Member of changes that have occurred, or are planned, with respect to that Production Device, which as the case may be, have resulted in, or will result in, the information recorded in the EECS Registration Database with respect to that Production Device becoming inaccurate.

4.2 The provisions of an EECS-Disclosure Domain Scheme with respect to the maintenance of the EECS Registration Database shall be such that a Production Device shall cease to be registered for the purposes of EECS-Disclosure where a Registrant fails to re-apply for registration in the circumstances referred to in section E2.3.

5 EECS-DISCLOSURE CERTIFICATES

5.1 The provisions of an EECS-Disclosure Domain Scheme shall be such that EECS-Disclosure Certificates, RECS Certificates, CHP-GO certificates and GoO RES-E Certificates may be used for purposes of Disclosure.

5.2 The provisions of an EECS-Disclosure Domain Scheme shall be such that no EECS-Disclosure Certificates shall be Issued in respect of:

- (a) any electrical energy which has been found not to be generated from the energy source claimed by the Registrant of the Originating Production Device; or
- (b) any Production Device which is not registered for the purposes of EECS-Disclosure in the EECS Registration Database for the relevant Domain;
- (c) any electrical energy, of which the measured value has not been collected and determined by an Authorised Body.

- 5.3 The provisions of each EECS-Disclosure Domain Scheme shall be such that, where the preconditions of that Domain Scheme with respect to the Issue of EECS-Disclosure Certificates have been met, EECS-Disclosure Certificates shall be Issued in respect of the quantity of RES-E with respect to the relevant Production Device and period claimed in a Production Declaration and specified (in whole MWh) by the Registrant of the Production Device or a Account Holder duly authorised on its behalf, in accordance with provisions consistent with CHAPTER 1: sections 5.5 and 5.6.
- 5.4 The provisions of each EECS-Disclosure Domain Scheme shall be such that EECS-Disclosure Certificates shall not be Issued in respect of any electrical energy specified in a Production Declaration where the Scheme Member is not in receipt of measured values of electricity production collected and determined by an Authorised Body which, having regard to the relevant Consumption Declaration where relevant, corroborate the amount so specified.
- 5.5 The provisions of each EECS-Disclosure Domain Scheme shall be such that each EECS Certificate Issued thereunder has a Face Value of:
- (a) 1 MWh;
 - (b) 10 MWh;
 - (c) 100 MWh;
 - (d) 1000 MWh;
 - (e) 10,000 MWh;
 - (f) 100,000 MWh; or
 - (g) 1,000,000 MWh.
- 5.6 The provisions of each EECS-Disclosure Domain Scheme shall be such that:
- (a) where a Production Device only produces electricity from a single energy source, the amount of electrical energy determined for the purposes of EECS-Disclosure as having been produced by that Production Device shall be the amount of Nett Electrical Energy Generation produced by that Production Device;
 - (b) where the Production Device produces energy from more than one energy source, the amount of electrical energy determined for the purposes of EECS-Disclosure as having been produced by a Production Device shall be the amount of Nett Electrical Energy Generation produced by that Production Device multiplied by the Energy Source Factor for that source of energy;
 - (c) a person submitting a Production Declaration in relation to a Production Device for which one of the sources of energy is stored energy shall be obliged to submit (in respect of the same period as that to which the Production Declaration relates) a Consumption Declaration and to specify therein the amount of electrical energy consumed in storing energy for use by that Production Device in that period;
 - (d) a person submitting a Production Declaration in relation to a Production Device for which there is more than one source of energy shall be obliged to submit (in respect of the same period as that to which the Production Declaration relates) a Consumption Declaration for each combustible energy source and to specify therein:
 - (iii) the values of M^1, C^1, \dots, M^n and C^n ; and
 - (iv) as the Energy Source Factor for that energy source and that period, a factor no greater than L, where L is the proportion of the total

energy generated during this period by the relevant energy source and is calculated as follows:

$$L = \frac{M^1 \times C^1}{(M^1 \times C^1) \dots + (M^n \times C^n)}$$

Where

- M^1 is the mass of the relevant Energy Source for that Production Device during the relevant period
- C^1 is the average calorific value of the relevant Energy Source for that Production Device during the relevant period
- M^n is the mass of each relevant energy source other than the relevant Energy Source for that Production Device during the relevant period
- C^n is the calorific value of each relevant energy source other than the relevant Energy Source for that Production Device during the relevant period.

- 5.7 The provisions of an EECS-Disclosure Domain Scheme shall be such that each EECS-Disclosure Certificate shall state the kilogrammes of CO₂ emitted by the Originating Production Device in the production of 1 MWh of electrical energy and associated with the relevant energy source, by reference to the source types and reference values set out in the PRO Fact Sheet “Types of Energy Sources and Technology”.
- 5.8 In addition to the information contained on an EECS certificate as identified in Section E3.1, each Disclosure Domain Scheme must provide that a Disclosure Certificate Issued thereunder shall contain the following information where the format of this information is in accordance with the Subsidiary Document “EECS Registration Databases:
- (a) Lower calorific value in megajoules per kilogramme of fuel;
 - (b) For CHP plant:
 - (i) Optionally, the primary energy saved expressed as a percentage according to Annex III of the Directive; and
 - (ii) the actual amount of primary energy saved expressed in megajoules per MWh;
 - (iii) the CO₂ emissions produced per unit of CHP electricity in kilograms per MWh of final energy produced, calculated by subtracting the fuel for CHP heat based on Harmonised Efficiency Reference Values for separate production of heat from the total CHP fuel;
 - (iv) the use of heat, being the value identified in the Fact Sheet “CHP Codes” under “Use of Heat” which represents the predominant use of the relevant heat; and
 - (v) absolute CO₂ emissions saved per MWh compared with the best available and economically justifiable technology for separate production of heat and electricity using the same fuels; and which was on the market in the year of construction of the CHP unit, as defined in Annex III(f) and in particular Annex III(f)(2) of the CHP Directive;
 - (c) For combustion plant other than CHP plant:

-
- (i) the CO₂ emissions produced per unit of electricity in kilograms per MWh of final energy produced; and
 - (ii) .the radioactive waste produced per unit of electricity (as required by the Internal Markets Electricity Directive 2003/54/EC) in grams per MWh. Unless legislation directs otherwise, no Member shall make available any individual Account Holder information relating to the absolute CO₂ emissions saved per MWh as referred to in CHAPTER 45.8(d)(ii).

CHAPTER 4: CHP-GO CERTIFICATES

1 INTRODUCTION

- 1.1 CHP-GO is hereby established as an EECS Scheme based on Directive 2004/8/EC of the European Parliament and of the Council of 11 February 2004 on the promotion of Cogeneration based on a Useful Heat demand in the internal energy market and amending Directive 92/42/EEC. In this Chapter, unless the context otherwise requires or there is express provision to the contrary, terms shall have the meanings respectively ascribed to them by the CHP Directive or, where no such definition exists, in the following paragraphs:

TERM	DEFINITION
Certified Data	Data based on type-testing certified by a competent, independent body;
CHP Directive	Directive 2004/8/EC of the European Parliament and of the Council;
CHP-GO	The EECS Scheme established by this CHAPTER 1.; together with the Domain Schemes in respect of the Domains of CHP-GO Members for the purposes of that EECS Scheme, in compliance with the CHP Directive;
CHP-GO Certificate	An EECS Certificate Issued under a CHP-GO Domain Scheme;
CHP-GO Domain Scheme	The Domain Scheme establishing CHP-GO in a Domain;
CHP-GO Member	A Member which is for the time being a Scheme Member of CHP-GO;
CHP-GO Qualification Criteria	The criteria set out at section CHAPTER 13.1;
Consumption Declaration	A declaration with respect to the fuel sources of a Production Device;
Disclosure	The process whereby a supplier proves to its customers the source of the energy that has been supplied to them (see Articles 3.6 of the Internal Markets Electricity Directive [2003/54/EC]);
Electrical Energy Generation	As stated in Article 5 and Annex II(a) of the CHP Directive, the total annual gross electricity production of a Production Device; as evidenced by measured values collected and determined by an Authorised Body with reference to its Import and Export Meters (adjusted by meter amendments and the outcome of any disputes);

TERM	DEFINITION
Harmonised Efficiency Reference Values (HERVs)	These values will be as established by the Commission in a committee procedure under Article 14 of the CHP Directive for separate production of electricity and heat, taking into account (e.g.) year of construction and type of fuel, and applied cogeneration technologies. These values will be reviewed periodically;
High-Efficiency CHP	CHP which meets the criteria of Annexes II and III of the CHP Directive;
Primary Energy Savings	Primary energy savings that can be attributed to the use of cogeneration technology, calculated according to Annexes II and III to the CHP Directive;
Production Declaration	a request by a CHP plant operator to a Scheme Member for the Issue of CHP-GO Certificates in respect of a particular Production Device and a specific period of time;
Useful Heat	Heat produced in a CHP process to satisfy an economically justifiable demand for heat or cooling.

2 APPOINTMENT CRITERIA

- 2.1 The Appointment Criteria in connection with a proposed Domain for a prospective CHP-GO Member are that the prospective CHP-GO Member is either:
- (a) an Authorised Body for the purpose of issuing national or regional CHP guarantees of origin under the relevant National Certification Scheme with respect to any Production Device located in the proposed Domain which meets the requirements for CHP-GO; or
 - (b) (subject only to the consent of the owner and/or operator of the relevant Production Device) entitled to receive the data contained in CHP guarantees of origin issued in electronic form under the relevant national or regional certification scheme
- and in each such case (subject only to the consent of the owner and/or operator of the relevant Production Device) is entitled to receive the data comprised in CHP-GO issued in electronic form for the purposes contemplated by the PRO and entitled:
- (c) to use and permit such data to be used for the purposes contemplated by the PRO;
 - (d) to grant the license referred to in section M4.1.1 with respect to such data;
- 2.2 The Scheme Members of CHP-GO and their respective Domains are set out in the PRO Fact Sheet "CHP-GO Members".

3 CHP-GO QUALIFICATION CRITERIA

- 3.1 The criteria of each CHP-GO Domain Scheme for Production Devices to qualify for registration for the purposes of CHP-GO (the "CHP-GO Qualification Criteria") are that:
- (a) the Production Device conforms with the definition of a CHP unit in Article 3(l) of the Directive and is in accordance with the guidelines established by Annex II(e) of the Directive.
 - (b) the Production Device is capable of generating CHP;
 - (c) the metering arrangements for the electrical inputs and outputs of the Production Device (including electrical energy consumed in pumping water for use by that Production Device) satisfy the legislative and administrative requirements applicable in the relevant Domain (including the requirements of the Domain Protocol);
 - (d) the Production Device satisfies any legislative and administrative requirements applicable in the relevant Domain (including the requirements of the Domain Scheme).

4 PRODUCTION DEVICE REGISTRATION

- 4.1 A CHP-GO Domain Scheme's provisions with respect to the maintenance of the EECS Registration Database shall be such that the Registrant of a Production Device for the purposes of CHP-GO shall be obliged to re-apply for registration for the Production Device on each occasion that it notifies the Scheme Member of changes that have occurred, or are planned, with respect to that Production Device, which as the case may be, have resulted in, or will result in, the information recorded in the EECS Registration Database with respect to that Production Device becoming inaccurate.
- 4.2 A CHP-GO Domain Scheme's provisions with respect to the maintenance of the EECS Registration Database shall be such that a Production Device shall cease to

be registered for the purposes of CHP-GO where a Registrant fails to re-apply for registration in the circumstances referred to in section E2.3.

5 CHP-GO CERTIFICATES

- 5.1 The provisions of a CHP-GO Domain Scheme shall be such that CHP-GO Certificates may be used for purposes of disclosure according to the provisions of CHAPTER 3: DISCLOSURE CERTIFICATES of the PRO.
- 5.2 The provisions of a CHP-GO Domain Scheme shall be such that CHP-GO Certificates shall only be Issued:
- (a) For electricity which has been found to be High-Efficiency CHP electricity; and
 - (b) To Production Devices which have been registered for the purposes of CHP-GO in the EECS Registration Database for the relevant Domain; and
 - (c) For High-Efficiency CHP of which the measured value has been collected and determined by an Authorised Body; and
 - (d) For any Electrical Energy Generation using fuels burned directly by the Production Device.
- 5.3 The provisions of a CHP-GO Domain Scheme may be such that each CHP-GO Issued thereunder shall indicate:
- (a) that the Domain Scheme under which the CHP-GO Certificate was Issued requires the Registrant of the Originating Production Device to notify the Scheme Member of any Public Support with respect to the Originating Production Device;
 - (b) in the manner specified in section E3.1.1(k), whether, and if so what type of, Public Support has been received in respect of the Originating Production Device.
- 5.4 The provisions of each CHP-GO Domain Scheme shall be such that, where the preconditions of that Domain Scheme with respect to the Issue of CHP-GO Certificates have been met, CHP-GO Certificates shall be Issued in respect of the quantity of High-Efficiency CHP with respect to the relevant Production Device and period claimed in a Production Declaration and specified (in whole MWh) by the Registrant of the Production Device or a Account Holder duly authorised on its behalf, in accordance with provisions consistent with CHAPTER 1: sections 5.5 and 5.6.
- 5.5 The provisions of each CHP-GO Domain Scheme shall be such that CHP-GO Certificates shall not be Issued in respect of any High-Efficiency CHP specified in a Production Declaration where the Scheme Member is not in receipt of measured values of electricity production collected and determined by an Authorised Body which, having regard to the relevant Consumption Declaration where relevant, corroborate the amount so specified.
- 5.6 The provisions of each CHP-GO Domain Scheme shall be such that each EECS Certificate Issued thereunder has a Face Value of:
- (a) 1 MWh;
 - (b) 10 MWh;
 - (c) 100 MWh;
 - (d) 1000 MWh;
 - (e) 10,000 MWh;

-
- (f) 100,000 MWh; or
- (g) 1,000,000 MWh.
- 5.7 The provisions of each CHP-GO Domain Scheme shall be such that:
- (a) where the Production Device only produces High-Efficiency CHP, the amount of High-Efficiency CHP determined for the purposes of CHP-GO as having been produced by a Production Device shall be the amount of Electrical Energy Generation produced by that Production Device from fuels burned at the same site; and
- (b) where the Production Device produces High-Efficiency CHP and electricity which is not High-Efficiency CHP, the amount of High-Efficiency CHP determined for the purposes of CHP-GO as having been produced by a Production Device shall be calculated in accordance with Annexes II and III of the CHP Directive taking into account only energy produced from energy sources at the same site.
- 5.8 In addition to the information contained on an EECS certificate as identified in Section E3.1, each CHP-GO Domain Scheme must provide that a CHP-GO Certificate Issued thereunder shall contain the following information where the format of this information is in accordance with the Subsidiary Document "EECS Registration Databases:
- (a) Use of heat, being the value identified in the PRO Fact Sheet "CHP Codes" under "Use of Heat" which represents the predominant use of the relevant heat;
- (b) Lower calorific value in megajoules per kilogramme of fuel;
- (c) Primary Energy Savings, including:
- (i) the primary energy saved expressed as a percentage according to Annex III of the Directive; and
- (ii) the actual amount of primary energy saved expressed in megajoules per MWh; and
- (d) Information relating to CO₂ emissions, comprising:
- (i) the CO₂ emissions produced per unit of CHP electricity in kilograms per MWh, calculated by subtracting the fuel for CHP heat based on Harmonised Efficiency Reference Values for separate production of heat from the total CHP fuel; and
- (ii) absolute CO₂ emissions saved per MWh compared with the best available and economically justifiable technology for separate production of heat and electricity using the same fuels; and which was on the market in the year of construction of the CHP unit, as defined in Annex III(f) and in particular Annex III(f)(2) of the CHP Directive.
- 5.9 Unless legislation directs otherwise, no Member shall make available any individual Account Holder information relating to the absolute CO₂ emissions saved per MWh as referred to in 5.8(d)(ii).

CHAPTER 5: GoO RES-E INCLUDING DOMAINS WITH MULTIPLE CERTIFICATES

1 INTRODUCTION

- 1.1 AIB Members employ several ways of handling disclosure and support, they either:
- (a) Do not use certificates for support or disclosure (e.g. this used to be the case in most countries until the implementation of the RES Directive);
 - (b) Use certificates for disclosure only, and do not use certificates for support (e.g. Germany, Austria, Switzerland, Slovenia, Luxemburg, Portugal, Spain, Norway, Finland, Italy, Ireland, France and Denmark - in some of these countries, disclosure certificates are only issued where support has not been received);
 - (c) Use separate certificates for support and disclosure (hereinafter referred to as "Multiple Certificate Domains"), and either:
 - (i) Issue either a support certificate or a disclosure certificate for a single megawatt hour of electricity, but never both (e.g. Sweden and Wallonia under CHAPTER 1: GoO RES-E CERTIFICATES); or
 - (ii) Issue both a support certificate and a disclosure certificate for the same megawatt hour of electricity (e.g. UK, Sweden, Wallonia and Brussels in their national schemes);
 - (d) Issue a single certificate for both disclosure and support purposes, using this certificate either:
 - (i) Sequentially, to provide information for support, and then trading it for disclosure purposes (e.g. Netherlands);
 - (ii) Simultaneously, to meet a quota obligation and for disclosure purposes (e.g. Poland); or
 - (iii) Sequentially, for disclosure purposes, and then trading it to meet a quota obligation (e.g. Flanders)
- 1.2 This "Multiple Certificate Chapter" is established as an EECS Scheme and has been developed for Multiple Certificate Domains that wish to issue EECS GoO RES-E. In principle, all CHAPTER 1: **GoO RES-E CERTIFICATES** Domain Schemes are eligible to become members of this CHAPTER 5:, such that Domains may become members of either or both Schemes, enabling them to transfer GoO RES-E to and from other members with the same Scheme membership(s).
- 1.3 This CHAPTER 5: enables Multiple Certificate Domains to implement (in an EECS-compliant manner) the Renewable Energy Directive, the CHP Directive and the Internal Markets Electricity Directive [2003/54/EC] alongside their certificate-based support schemes in a way which coherently and consistently administers consumer information and support schemes for specific technologies or sources of energy.
- 1.4 In this Chapter, unless the context requires otherwise or there is express provision to the contrary, terms shall have the meanings respectively ascribed to them below:
- | TERM | DEFINITION |
|-------------------------|--|
| CHP Directive | Directive 2004/8/EC of the European Parliament and of the Council; |
| Consumption Declaration | a declaration with respect to the fuel sources of a Production Device; |

Disclosure	The process whereby a supplier provides to its customers information about energy that has been supplied to them (see Article 3.6 of the Internal Markets Electricity Directive [2003/54/EC]);
Energy Source Factor	in relation to any Production Device and period of time and single energy source the proportion expressed as a factor of less than one of the Nett Electrical Energy Generation of that Production Device which is from that single energy source, as specified (consistently with the terms of the relevant Domain Scheme) in the Production Declaration for that Production Device with respect to the period over which the electrical energy was generated;
Gross Electrical Energy Generation	As stated in Article 5 and Annex II(a) of the CHP Directive, the total annual gross electrical energy production of a Production Device; as evidenced by measured values collected and determined by an Authorised Body with reference to its Import and Export Meters (adjusted by meter amendments and the outcome of any disputes);
High-Efficiency CHP	CHP which meets the criteria of Annexes II and III of the CHP Directive;
MC Domain Scheme	the Domain Scheme establishing Multiple Certificates in a Domain;
MC Member	a Member which is for the time being a Scheme Member of the Multiple Certificate Scheme;
MC Qualification Criteria	the criteria set out at section 3.1;
MC Scheme	the EECS GoO RES-E Scheme established by this CHAPTER 5:, together with the Domain Schemes in respect of the Domains of Multiple Certificate Members.
Multiple Certificate (MC)	A set of Certificates issued in a MC Domain and relating to the same megawatt hour of energy;
Nett Electrical Energy Generation	the gross electrical energy production of a Production Device as evidenced by measured values collected and determined by an Authorised Body with reference to its Import and Export Meters (adjusted by meter amendments and the outcome of any disputes) minus the demand of any generating auxiliaries and minus losses in the main generator transformers on the site of the Production Device;
Purpose	The original intended use for which a certificate is issued, whether this is Disclosure, Support or both Disclosure and Support.
Support	Public Support as defined in the PRO;

2 APPOINTMENT CRITERIA

- 2.1 The Appointment Criteria in connection with a proposed Domain for a prospective MC Member are that the prospective MC Member is either:
- (a) an Authorised Body for the purpose of issuing Certificates under the relevant National Certification scheme with respect to any Production Device located in the proposed Domain which meets the requirements for the MC Scheme; or
 - (b) (subject only to the consent of the owner and/or operator of the relevant Production Device) entitled to receive the data contained in Certificates issued in electronic form under the relevant national certification scheme
- 2.2 and in each such case (subject only to the consent of the owner and/or operator of the relevant Production Device) is entitled to receive the data comprised in Certificates issued in electronic form for the purposes contemplated by the PRO and entitled:
- (a) to use and permit such data to be used for the purposes contemplated by the PRO; and
 - (b) to grant the license referred to in section M4.1.1 with respect to such data.
- 2.3 The Scheme Members of MC Scheme and their respective MC Domains are set out in the PRO Fact Sheet “MC Members”.

3 QUALIFICATION CRITERIA

- 3.1 The criteria of each MC Domain Scheme for Production Devices to qualify for registration for the purposes of MC Scheme (the “Qualification Criteria”) are that:
- (a) the Production Device is capable of generating RES-E;
 - (b) the metering arrangements for the electrical inputs and outputs of the Production Device (including electrical energy consumed in pumping water for use by that Production Device) satisfy the legislative and administrative requirements applicable in the relevant Domain (including the requirements of the Domain Protocol);
 - (c) the Production Device satisfies any legislative and administrative requirements applicable in the relevant Domain (including the requirements of the Domain Scheme).

4 PRODUCTION DEVICE REGISTRATION

- 4.1 The provisions of a MC Domain Scheme with respect to the maintenance of the EECS Registration Database shall be such that the Registrant of a Production Device for the purposes of a MC Scheme shall be obliged to re-apply for registration for the Production Device:
- (a) no less than every five years;
 - (b) on each occasion that it notifies the Scheme Member of changes that have occurred, or are planned, with respect to that Production Device, which as the case may be, have resulted in, or will result in, the information recorded in the EECS Registration Database with respect to that Production Device becoming inaccurate.
- 4.2 A MC Domain Scheme's provisions with respect to the maintenance of the EECS Registration Database shall be such that a Production Device shall cease to be registered for the purposes of MC Scheme where a Registrant fails to re-apply for registration in the circumstances referred to in section E2.3.

5 CREATION OF GoO RES-E UNDER THIS SCHEME

- 5.1 The provisions of a MC Domain Scheme are based on derogation from Sections A2.1.1, C8.2.2, C8.3.2 and E3.2.4 relating to the uniqueness of EECS Certificates.
- 5.2 The provisions of a MC Domain Scheme shall be such that EECS Certificate shall be Issued solely in respect of:
- (a) RES-E which has been produced from the energy source for the relevant megawatt hour claimed by the Registrant of the Originating Production Device;
 - (b) a Production Device which has been registered for the purpose of Issuing EECS Certificates under this MC Scheme in the EECS Registration Database for the relevant MC Domain; and
 - (c) electrical energy of which the measured value has been collected and determined by an Authorised Body.
- 5.3 The Purpose of an EECS Certificate in a MC Domain shall be either:
- (a) defined for that EECS Certificate, which has been issued under the relevant National Certification Scheme; or
 - (b) derived from one or more Certificates Issued under the relevant National Certification Scheme.
- 5.4 A MC Scheme Member shall take all reasonable measures to ensure that no Certificate may be converted into a Certificate bearing another Purpose.
- 5.5 Without prejudice to section F6 of the PRO, Members of this MC Scheme may not issue more than one EECS Certificate with the same Purpose in respect of the same energy output.
- 5.6 With regard to High-Efficiency CHP, the provisions of a MC Domain Scheme shall be such that:
- (a) the inclusion of High-Efficiency CHP in a MC Domain must fulfil the criteria set out in section 5 of CHAPTER 4: (CHP-GO CERTIFICATES); and
 - (b) only an amount equal to the Nett Electrical Energy Generation may be issued under a MC Domain Scheme. The remainder (i.e. Gross Electrical Energy

Generation minus Nett Electrical Energy Generation) may only be issued under CHAPTER 4: (CHP-GO CERTIFICATES).

- 5.7 The provisions of each MC Domain Scheme shall be such that, where the preconditions of that MC Domain Scheme with respect to the Issuing of Certificates have been met, EECS Certificates issued under this Scheme shall be Issued in respect of the quantity of electrical energy generated by the relevant Production Device and period claimed in a Production Declaration and specified (in whole MWh) by the Registrant of the Production Device or by an Account Holder duly authorised on its behalf, in accordance with provisions consistent with sections 5.8 and 5.9.
- 5.8 The provisions of each MC Domain Scheme shall be such that an EECS Certificate Issued under this Scheme shall not be Issued in respect of any electrical energy specified in a Production Declaration where the Scheme Member is not in receipt of measured values of electrical energy production collected and determined by an Authorised Body which, having regard to the relevant Consumption Declaration where relevant, can corroborate the amount so specified.
- 5.9 The provisions of each Domain Scheme shall be such that each EECS Certificate Issued thereunder has a Face Value of:
- (a) 1 MWh;
 - (b) 10 MWh;
 - (c) 100 MWh;
 - (d) 1000 MWh;
 - (e) 10,000 MWh;
 - (f) 100,000 MWh; or
 - (g) 1,000,000 MWh.
- 5.10 The provisions of each Domain Scheme shall be such that:
- (a) where the Production Device only produces electrical energy from a single energy source, the amount of electrical energy determined for the purposes of EECS Certificates Issued under this Scheme as having been produced by a Production Device shall be the amount of Nett Electrical Energy Generation produced by that Production Device;
 - (b) where the Production Device produces electrical energy from more than one energy source, the amount of electrical energy determined for the purposes of EECS Certificates Issued under this Scheme as having been produced by a Production Device from that energy source shall be the amount of Nett Electrical Energy Generation produced by that Production Device multiplied by the Energy Source Factor;
 - (c) a person submitting a Production Declaration in relation to a Production Device for which one of the sources of energy is pumped water shall be obliged to submit (in respect of the same period as that to which the Production Declaration relates) a Consumption Declaration and to specify therein the amount of electrical energy consumed in pumping water for use by that Production Device in that period;
 - (d) a person submitting a Production Declaration in relation to a Production Device for which one of the sources of energy is biomass shall be obliged to submit (in respect of the same period as that to which the Production Declaration relates) a Consumption Declaration and to specify therein:
 - (i) the values of M1, C1, ... Mn and Cn ; and

- (ii) as the Renewable Source Factor for that period, a factor no greater than L,

where:

$$L = \frac{M^{\text{RE}} x C^{\text{RE}}}{(M^{\text{RE}} x C^{\text{RE}}) + (M^{\text{Non-RE}} x C^{\text{Non-RE}})}$$

and

M^{RE} is the mass of the Renewable Energy Source for that Production Device during the relevant period;

C^{RE} is the average calorific value of the Renewable Energy Source for that Production Device during the relevant period;

$M^{\text{Non-RE}}$ is the mass of the fuel for that Production Device during the relevant period which is not a Renewable Energy Source; and

$C^{\text{Non-RE}}$ is the calorific value of the fuel for that Production Device during the relevant period which is not a Renewable Energy Source.