



AGREEMENT

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Introduction

This document is meant to be concluded with an Balancing Service Provider with whom TenneT TSO B.V. exchanges personal data for the purpose of ancillary service delivery and the according processes.

For aligning and concluding this document with the involved parties, please contact privacy@tennet.eu to involve a Privacy Officer or Data Protection Officer for further assistance.

AGREEMENT FOR THE PROCESSING OF PERSONAL DATA**THE UNDERSIGNED**

The private limited liability company TenneT TSO B.V., with registered office and place of business in (6812 AR) Arnhem at Utrechtseweg 310 (PO Box 718, 6800AS), validly represented in this respect by: Mr/Mrs [NAME], [FUNCTION], hereinafter referred to as "TenneT

and

The applicant [COMPANY NAME], having its registered office and place of business at ([POSTCODE]) [PLACE] to the [STRAST], duly represented in this regard by: Mr/Mrs [NAME], her [FUNCTION], hereinafter referred to as "[abbreviation of company name]", or jointly referred to as "Parties

CONSIDERATIONS:

- A. Both parties are to be regarded as Controller.
- B. Both parties are located within the European Economic Area (EEA).

Pre-qualification

- C. [abbreviation company name] has the intention to pre-qualify for and subsequent delivery of FCR, aFRR, mFRRda and/or ROD. In the execution of the Pre-qualification process, Parties share Personal Data with each other.
Details of this processing, including a further description of the Personal Data processed and the associated legal ground, are detailed in Appendix 1. In addition to this, Appendix 2 and Appendix 3 only apply with regard to (respectively) imbalance correction and use of the Platform, as further described below.
- D. Parties will process the Personal Data as stated under C for their own purposes. There is no joint administration.
- E. Parties wish to agree to the processing of Personal Data as stated under C by means of this agreement.

Imbalance correction

- F. After activating the aFRR, mFRRda and ROP Support Services, TenneT performs an imbalance correction. In order to execute this correction, the Parties make Personal Data available to each other.
Details of this processing, such as a more detailed description of the Personal Data and the legal ground, are set out in Appendix 2.
- G. Parties process the Personal Data as mentioned under F for their own purposes. There is no joint administration.
- H. Parties wish to agree to the processing of Personal Data as stated under F by means of this agreement.

Platform

- I. If [abbreviation of company name] wishes to make use of the Platform for the operational completion of the provision of the Support Service, [abbreviation of company name] will make Personal Data available to TenneT for this purpose via the Platform. Details of this processing, such as a further description of the Personal Data and the legal ground, are set out in Appendix 3.
- J. The Personal Data as mentioned under I are processed with a joint administration for the operational use of the Platform and therefore fall under a Joint Controllership responsibility.
- K. The parties wish to lay down the Joint Controllership for the Personal Data, as appointed under Consideration I of this Agreement, by means of this Agreement in order to implement the mutual agreement as referred to in article 26 of the GDPR.

AGREE AS FOLLOWS:**ARTIKEL 1. Definitions**

1.1 "GDPR": REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter: "the GDPR"). Terms used in this Agreement shall have the meaning attributed to them by the GDPR;

1.2 "aFRR" (automatic Frequency Restoration Reserve) or "automatic FRR": FRR that can be activated by means of an automatic control system [¹];

1.3 "Data Subject" means an owner of an installation who uses the services of the BSP in order to market its flexibility;

1.4 "Balancing Service Provider (BSP)" or "balancing service provider" means a market participant with reserve supplying units or reserve supplying groups that can offer balancing services to TSOs [²]. When an applicant is pre-qualified for the first time for FCR, aFRR, mFRRda, recognition follows once a framework agreement for the service in question has been signed by both parties;

1.5 "BRP" or "Balance Responsible Party" means a market participant, or the representative chosen by a market participant, who is responsible for its imbalances [²];

1.6 "CSP" (Congestion Service Provider) or "transport service provider" means an operator with reserve supplying units or reserve supplying groups that can offer transport services to TSOs and/or DSOs [³]. When an applicant is pre-qualified for a transport service for the first time, recognition follows once a framework agreement for the service in

¹ COMMISSION REGULATION (EU) 2017/1485 of 2 August 2017 laying down guidelines relating to the management of electricity transmission systems

² COMMISSION REGULATION (EU) 2017/2195 of 23 November 2017 laying down guidelines for electricity balancing

³ The CSP role will be formalised as soon as the code allocation BR-2019-1624 on congestion management enters into force.

question has been signed by both parties;

1.7 "Third Party" means any natural or legal person, public authority, agency or other body, other than the Data Subject, neither the controller nor the processor, nor the persons who, under the direct authority of the controller or the processor, are authorised to process the personal data;

1.8: "DSO" (Distribution System Operator) means a natural or legal person responsible for operating, ensuring the maintenance of and, if necessary, developing the distribution system in a given area and, where applicable, its interconnections with other systems, and for ensuring the long-term ability of the system to meet reasonable demands for the distribution of electricity [⁴];

1.9 "EAN code" (European Article Number): identification code of the connection point to the electricity grid or identification code of the allocation point behind the connection;

1.10 "FCR" (Frequency Containment Reserves) means active power reserves available for system frequency limitation after an imbalance has occurred^[1];

1.11 "FRR" (Frequency Restoration Reserves) means active power reserves available to restore the system's nominal frequency and, for a synchronous zone consisting of more than one LFC zone, to restore the planned power balance value^[1];

1.12 "Small consumer connection" means connections with a total maximum throughput value not exceeding 3*80 A [⁵], with the exception of connections covered by Article 1(2) and (3) of the Electricity Act.

1.13 "Co-Processing Responsible Party": two or more Controllers who jointly determine the purpose and means of the processing, as referred to in Art. 26 GDPR.

1.14 "mFRRda" (manual Frequency Restoration Reserve, directly activated) or "manual FRR": FRR that can be directly activated manually;

1.15 "MSP" (Measurement Service Provider) means a role defined on the Platform to designate the party that records measurement data from individual installations on the Platform for validation purposes. N.B. This role is explicitly not the same as the Measurement Service Provider, as defined in article 1.1 of the Electricity Concept Code.

1.16 "Underlying Agreement(s)": agreement(s) concluded with TenneT in the context of Support Services in which the processing of Personal Data is necessary for the proper course of a process, such as, for example, a framework

⁴ DIRECTIVE 2009/72/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 13 July 2009 concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC

⁵ Electricity Act Article 95a(1).

agreement for the provision of balancing services.

1.17 "ancillary service" means a service necessary for the operation of a transmission or distribution system^[6]. Users of the electricity system provide Support Services to the TSO or DSO for the operation of the transmission or distribution system. Also referred to as "product".

1.18 "Agreement": this agreement on the processing of Personal Data for the purpose of offering and providing Support Service(s) by [abbreviation of company name] to TenneT;

1.19 "Personal data" means any information relating to an identified or identifiable natural person ("the Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

1.20 "Platform": the Crowd Balancing Platform of Equigy B.V;

1.21 " Pre-qualification process": Process for the verification of a reserve supplying unit or a reserve supplying group, where the requirements are set by the TSO [7]; This process is a part of the overall onboarding process.

1.22 "ROP" or "Reserve capital Other Purposes": working capital reserves that TenneT can use to solve transport problems.

1.23 "System services" shall mean the services provided by the system operator of the national high-voltage grid to ensure the safe and efficient transmission of electricity across all grids, to deal with wholesale interruptions in the transmission of electricity, and to maintain or restore the energy balance on all gr⁸ids ;

1.24 "TSO" or "transmission system operator" shall mean a natural or legal person responsible for operating, ensuring the maintenance of and, if necessary, developing the transmission system in a given area and, where applicable, its interconnections with other systems, and for ensuring the long-term ability of the system to meet reasonable demands for the transmission of electricity [9];

1.25 "Processing (of personal data)" means an operation or set of operations which is performed upon personal data or sets of personal data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise

⁶ DIRECTIVE 2009/72/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 13 July 2009 concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC

⁷ COMMISSION REGULATION (EU) 2017/1485 of 2 August 2017 laying down guidelines relating to the management of electricity transmission systems Article 3(146)

⁸ Electricity Act 1998 Article 1(1).

⁹ DIRECTIVE 2009/72/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 13 July 2009 concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC

making available, alignment or combination, blocking, erasure or destruction of data;

1.26 "Controller" means a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are laid down in Union or Member State law, it may specify the controller or the criteria for designating it;

ARTIKEL 2. Obligations of the parties

- 2.1 The parties shall ensure that the rights of Data Subjects concerned are complied with.
- 2.2 The processing of Personal Data to which this Agreement relates is described in more detail in Appendix 1 (for the pre-qualification process), Appendix 2 (for carrying out an imbalance correction by TenneT) and Appendix 3 (the Platform). The Parties will not process the Personal Data for any other purpose, except for legal obligations.
- 2.3 Parties shall only provide access to the Personal Data to their own employees insofar as this is necessary for the performance of the services as described in Annexed 1, 2 and 3.
- 2.4 Parties will not provide Personal Data to a Third Party or Parties other than as described in Annexes 1, 2 and 3, except in cases where an explicit prior written order has been obtained from the Joint-Controller.
- 2.5 Parties will make mutual agreements as to whom the Data Subject can address in case of questions and/or exercise his/her rights in accordance with the GDPR.
- 2.6 The parties will cooperate fully with each other in carrying out a data protection impact assessment in accordance with Articles 35 and 36 of the GDPR.
- 2.7 Appendix 2 only applies to the aFRR, mFRRsa, mFRRda and ROP Support Service. Appendix 3 only applies with regard to the provision of a Support Service via the Platform.

ARTIKEL 3. Transparency and rights of stakeholders

- 3.1 All requests from the Data Subject(s) concerned and/or Third Party(ies) arising from the GDPR will be dealt with by the Parties in accordance with the obligations arising from the GDPR. These requests may include, but are not limited to, the following rights of the Data Subject(s) such as: a request for access, rectification, data portability, limitation of processing, data portability, objection, or a request not to be subjected to automated processing.
- 3.2 The parties shall cooperate fully with each other with regard to the execution and handling of requests and rights of the Data Subject(s) and/or Third Party(ies).
- 3.3 The parties shall keep a record of all requests relating to the rights of the Data Subject(s) concerned.
- 3.4 The obligation to inform Data Subject(s) about the exchange of Personal Data in the context of the transparency obligations from the GDPR lies with [abbreviation company name] which has a direct agreement with the Data Subject(s).

ARTIKEL 4. Storage of personal data

The Personal Data will not be kept by Parties for longer than necessary for the purpose of processing.

ARTIKEL 5. Security measures

- 5.1 Parties will implement the technical and organisational security measures (necessary to guarantee the availability, integrity and confidentiality of Personal Data and to protect against loss or unlawful processing) that comply with the current Privacy Act and regulations according to the state of the art, at their own expense.
- 5.2 The parties shall ensure that these measures are geared to the risk of the Processing of Personal Data. In addition, the Parties shall keep an overview of these measures and formulate policy in this regard.
- 5.3 Parties shall ensure that the security of the Processing of Personal Data is demonstrably in compliance with the requirements laid down in either ISO27001 or any other current and equivalent security standard or guidelines.

ARTIKEL 6. Personal data breach

- 6.1 Parties should inform each other immediately - but at the latest within 48 hours after the first discovery - about a data breach when there is an impact on the joint data processing. The Party that discovers the data breach shall hereby report the following data to the Joint Controller:
 - a) the nature of the Personal Data breach, including, where possible, the categories of Data Subject(s) and personal data registers concerned and, approximately, the number of Data Subject(s) and personal data registers concerned;
 - b) the name and contact details of the Data Protection Officer or another contact point from which more information can be obtained;
 - c) the likely impact of the personal data breach;
 - d) the measures proposed or taken to deal with the Personal Data breach, including, where appropriate, those designed to mitigate its possible adverse effects.
- 6.2 The parties will take the necessary measures to limit (potential) damage. The parties will support each other in reporting to the Data Subject(s) concerned and/or the Personal Data Authority.
- 6.3 The parties will determine for each data breach which Controller will report the data breach to the Personal Data Authority.
- 6.4 Notification of the data breach to the Parties involved will be carried out by the Parties if they deem it necessary.
- 6.5 The parties keep an overview of all data breaches relating to the joint processing of Personal Data.

ARTIKEL 7. Confidentiality

- 7.1 All Personal Data that Parties receive and/or collect themselves within the framework of this Agreement are subject to an obligation of confidentiality towards Third Party or Parties.

- 7.2 In the agreement(s) with employees by or with persons who perform work for the Parties, the Parties will stipulate that those persons will observe secrecy with regard to all Personal Data and information that they process for the Parties in the context of their work.

ARTIKEL 8. Liability

Parties are independently responsible for compliance with the obligations that apply to each party to this Agreement under the GDPR and are therefore fully liable for all consequences of non-compliance under the GDPR. For the sake of clarity, it is explicitly not the intention of Parties to agree on, within the limits of this agreement, and therefore a (full or partial) right of recourse for such breaches within the framework of this cooperation. The above also applies to fines, as described in Article 82 of the GDPR, and it is also not possible to recover (in whole or in part) such damages from the other party to this Agreement.

ARTIKEL 9. Force majeure

If applicable: Each party to this Agreement may only invoke force majeure vis-à-vis the Joint-Controller if the Party in question notifies the Joint-Controller in writing of the invocation of force majeure without delay on presentation of documentary evidence. Force majeure shall not be deemed to exist until the legal requirements laid down for this purpose have been met.

ARTIKEL 10. Amendment and termination of agreement

- 10.1 This Agreement will become effective upon signature by the Parties and will terminate at such time as all Underlying Agreement(s) end or for such longer period as may be required to be retained as set out in the Underlying Agreement(s).
- 10.2 If one or more provisions of this Agreement prove not to be legally valid, the Agreement will otherwise remain in force. Parties shall consult about the provisions that are not legally valid in order to make a replacement arrangement that is legally valid and as much as possible in line with the purport of the arrangement to be replaced. The Agreement may only be amended by means of a written document explicitly stating that the document intends to make such an amendment and that has been signed by authorised representatives of the Parties.
- 10.3 The parties shall be entitled, without prejudice to the provisions of the Agreement and the present Agreement(s), and without prejudice to the other provisions of the law, to suspend the execution of these mutual arrangements by means of a registered letter, or to dissolve these mutual arrangements in whole or in part without judicial intervention with immediate effect, after one party to this Agreement has established that the other party to this Agreement:
- a) applies for (provisional) suspension of payments; or
 - b) applies for bankruptcy or is declared bankrupt; or
 - c) his company is dissolved; or
 - d) ceases to operate his business; or

- e) there is a substantial change in the controller's control over the undertaking's activities that makes it unreasonable to expect the controller to maintain joint responsibility; or
- f) a substantial part of the assets of the Joint-Controller are seized (other than by the Joint-Controller); or
- g) Joint-Controller has demonstrably failed to comply with the obligations arising from this mutual arrangement and that serious attributable shortcoming has not been remedied within 30 days following a written notice of default to that effect.

10.4 After termination of this Agreement, ongoing obligations including reporting a data breach, cooperating with the rights and requests of the Data Subject(s), the confidentiality obligation and the security of Personal Data will continue.

ARTIKEL 11. Relationship between the underlying contract(s)

- 11.1 To the extent that provisions of this Agreement vary or conflict with the Underlying Agreement(s) or any applicable general terms and conditions of the Parties, the provisions of this Agreement shall prevail.
- 11.2 The Underlying Agreement(s) and this Agreement are consistent.
- 11.3 For all matters not governed by this Agreement (including applicable law, competent court, etc.), the provisions of the Underlying Agreement(s) apply.

Thus agreed and signed in duplicate.

Company name in full:
Name
Function:
Date:

Company name in full
Name:
Function:
Date:

ANNEX 1: Detailed arrangements for the exchange of personal data relating to the pre-qualification process

Before a BSP can provide a Support Service to TenneT, it must successfully complete the pre-qualification process. Part of this process is the exchange of the EAN code(s) in his portfolio and information about the associated capacities behind these connection(s) or allocation point(s) with the TSO. If the EAN code concerns a Small Consumer Connection, this is Personal Data.

Further exchange of the Personal Data that (may) take place:

- A. The above information will be shared with the *corresponding* DSO(s)¹⁰ due to the legal obligation regarding pre-qualification¹¹.
- B. For the assessment of the pre-qualification report and/or documentation, information, including Personal Data, may be shared with an independent third party designated by TenneT.

This chain process translates into the following Personal Data that each of the Parties processes, with the associated basis on which this is done:

Party (TSO) : TenneT Required
Personal Data : EAN code, connection values, power
Legal ground : Legal obligation

Each TSO should develop a pre-qualification process for both FCR and FRR and clarify and make the details publicly available.¹²

Party (BSP) : [Abbreviation of company name]
Personal Data : EAN code, connection values, power
Legal ground : Legal obligation

A potential supplier for FCR and/or FRR must demonstrate to the TSO that he meets the technical and additional minimum requirements for FCR and/or FRR by successfully completing the pre-qualification process.¹³

Party (DSO) : DSO(s)
Personal Data : EAN code, connection values, power
Legal Ground : Legal obligation

In agreement with the DSO(s), the TSO should develop and specify, for the purposes of the pre-qualification process for FCR and FRR respectively, conditions for the exchange of information necessary for the pre-qualification process of reserve supplying units or groups in the distribution systems and for the supply of reserve active power. The information to be provided shall include

- a) voltage levels and connection points of the reserve supplying units or groups;
- b) the type of active power reserve;

¹⁰ This refers to the DSO in whose network the relevant connection(s) are located, or the DSOs in whose network the relevant connections are located.

¹¹ COMMISSION REGULATION (EU) 2017/1485 of 2 August 2017 laying down guidelines relating to the management of electricity transmission systems Article 182.

¹² COMMISSION REGULATION (EU) 2017/1485 of 2 August 2017 laying down guidelines relating to the management of electricity transmission systems, Articles 155(1) and 159(1).

¹³ COMMISSION REGULATION (EU) 2017/1485 of 2 August 2017 laying down guidelines relating to the management of electricity transmission systems, Articles 155(2) and 159(2).

- c) the maximum spare capacity provided by the back-up supplying units or groups at each connection point, and
- d) the maximum rate of change of effective power for the reserve supplying units or groups. ¹⁴

Party (auditor)	: Independent party to be appointed by TenneT
Personal Data	: EAN code, connection values, power
Legal ground	: Legitimate interest

In order to make the pre-qualification process as efficient and neutral as possible, TenneT has the possibility to share this pre-qualification information and/or documentation with an independent third party.

¹⁴ COMMISSION REGULATION (EU) 2017/1485 of 2 August 2017 laying down guidelines relating to the management of electricity transmission systems, Article 182(1) and (2).

ANNEX 2: Further details on the exchange of personal data concerning the imbalance correction to be carried out by TenneT

In accordance with Article 10.39(3c) of the Electricity Grid Code as adopted on 21 April 2016 by decision of the Authority Consumers and Markets (ACM/DE/20016/202151), TenneT - after activating balancing energy - performs an imbalance correction on the BRPs of the activated connection(s). During this process, Personal Data is exchanged in the following ways:

- A. To enable TenneT to calculate this correction, [abbreviation company name] makes Personal Data available to TenneT. After all, TenneT otherwise does not know which connections within its portfolio the BSP activates and with how much power/energy. This must be made known to TenneT by the BSP.

This is done by means of the following information:

- "Pool Configuration": portfolio of BSP EAN codes with associated BRP(s).
- "Activated Energy": per EAN code the amount of activated energy (in kWh) per 5 minutes.

Based on this data, TenneT can calculate how much energy has been activated by the BSP for each individual BRP.

NB. The BRP of a connection is not Personal Data. However, for the sake of clarity of the process, the BRP information has been included in this elaboration.

- B. Because the BRP(s) need to know when connections in its portfolio can be activated by a BSP for Support Services, TenneT sends the Pool Configuration messages to the *corresponding* BRP(s).¹⁵
- C. In order to avoid counteractions by the BRPs, which would prevent TenneT from activating balancing energy, and to enable them to verify the imbalance correction afterwards, TenneT forwards the Activated Energy messages to the *corresponding* BRP(s).¹⁶

This translates into the following Personal Data that each of the Parties processes, with the associated basis on which this is done:

Party (TSO)	: TenneT
Personal Data	: EAN code, quantity of activated energy source
Legal ground	: Legal obligation

TenneT has the duty, after the activation of a balancing energy bid, to adjust the imbalance of the relevant BRPs for the activated connection(s) or allocation point(s) with the imbalance adjustment, consisting of the sum of all volumes allocated to it.¹⁷

Party (BSP)	: [abbreviation of company name]
Required Personal Data	: EAN code, quantity of activated energy source
Legal ground	: Legal obligation

The volumes to be allocated to the BRP, as mentioned above, should be determined by:

¹⁵ This refers to the BRP that has the relevant connection(s) in its portfolio, or the BRPs that have the relevant connections in their portfolio.

¹⁶ Ditto.

¹⁷ Electricity grid code, Article 10.39 paragraph 3c.

- a) for a bid control power (aFRR): the sum of the power direction values assigned by the BSP to its contracted connection(s) per Imbalance Settlement Period;
- b) for emergency power (mFRRda): the difference between the energy supplied by BSP based on measured 5-minute values over the full activation time, delivery period and deactivation period, and the value of energy exchanged by BSP at the delivery point in the 5-minute period immediately preceding the 5-minute period in which the call-off occurs.¹⁸

For both aFRR and mFRRda, only the BSP knows these volumes (because they take place at the level of the connection/delivery point) and they must be exchanged with TenneT so that TenneT can determine the correct volumes per BRP.

Party (BRP) : BRP(s)
Personal Data : EAN code, quantity of energy activated
Legal ground : Legal obligation

In addition to the BSP, TenneT has a duty to inform the BRPs designated in the balancing energy bid of the activation of the bid.¹⁹

¹⁸ Electricity grid code, Article 10.39 paragraph 5.

¹⁹ Electricity grid code, Article 10.39 paragraph 4.

ANNEX 3: Further development of the exchange of personal data through the Platform

[abbreviation of company name] provides a Support Service to TenneT for the purpose of balance sheet maintenance and deploys the flexibility of assets by (de-)activating them in accordance with the applicable product requirements. To deploy Support Services, TenneT has set up various processes, including the settlement of bids, activations, measurements and offsetting. The Platform is one of the ways that facilitates this data communication between BSP and TenneT, and has been selected by [abbreviation of company name] to provide the Support Service.

The exchange of the following Personal Data takes place via the Platform:

- A. [abbreviation of company name] registers both the installations, which it will activate for the Support Service, and the connection point of the installations to the Platform. An identification code allows both (the installation and the connection point) to be connected - and disconnected - from each other.
 - When registering an installation, the Platform creates a virtual identification code for the installation, which is used to process the installation data on the Platform. The link between this virtual identifier and the actual installation is known only by [abbreviation company name]. This pseudonymisation ensures that specific information about the installation and the owner of the installation (Data Subject) cannot be traced via the Platform. This means that the virtual identification code remains a Personal Data.
 - When registering a connection point, [abbreviation of company name] indicates the EAN code, the control direction of any activations, and the corresponding BRP. The Platform uses this data to compile a Pool Configuration message and forward it to TenneT, which processes this data as explained in Appendix 2.
- B. As MSP [abbreviation company name of MSP] records measured values of the installations on the Platform for validation purposes. The measured values are recorded under the virtual identification code of the installation discussed above.
- C. TenneT performs an imbalance correction based on the information provided by [abbreviation company name] regarding its pool and activated energy. Information relating to the pool is exchanged with TenneT as described under A (second point). Information regarding the activated energy must be registered by [abbreviation company name] in a separate message on the Platform. This message will be forwarded to TenneT, which will process these data as explained in appendix 2.
- D. In order to give them insight into activations in their network, TenneT shares the information about the activated energy with the *corresponding* DSO(s) via the Platform²⁰. This enables them to better explain deviating behaviour and address future (congestion) risks.

This translates into the following Personal Data that each of the parties processes, with the corresponding basis on which this is done:

Party (TSO)	: TenneT
Personal Data	: EAN code, quantity of energy activated Baseline
Legal ground	: Legal obligation
See Annex 2.	

Party (TSO)	: TenneT
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²⁰ This means the DSO in whose network the relevant connection(s) are located, or the DSOs in whose network the relevant connections with which the activated energy is supplied are located.

Personal Data : virtual identifier of installation(s), and associated measured values
Legal ground : Legitimate interest

The TSO should ensure monitoring (i.e. validation) of compliance with the minimum technical and additional requirements for FCR and/or FRR provided by FCR and/or FRR supplying units and groups.²¹ Due to an increase in the number of BSPs that aggregate several assets as aggregators and therefore due to an increase in the number of (different) decentralised installations, it is necessary to set up additional monitoring. With the help of the Platform - in addition to regular methods at aggregated level - measured values of individual plants contribute to the monitoring of aggregator BSPs that control a multitude of small(er) plants.

Weighing up Legitimate interests.

TenneT's interest: TenneT uses these measurements to validate the provision of the Support Service. TenneT needs the purchasing and deployment of Support Services in order to carry out System Services, as laid down in the Electricity Act 1998 in Article 16 paragraph 2.

Impact on the privacy of the Data Subject: One of TenneT's statutory tasks is fulfilled with the smallest possible set of Personal Data that cannot be directly traced due to pseudonymisation. The data has only been made accessible to TenneT. In view of the security measures in place, such as pseudonymisation, the personal data are sufficiently protected against unintentional transmission to the Data Subject

The rights of the person concerned are safeguarded, as is the provision of information prior to processing.

In view of the above considerations, TenneT's processing of the virtual identification code of installations and the associated measured values is justified.

Party (BSP) : [Abbreviation of company name]
Personal Data : EAN code, quantity of activated energy source
Legal ground : Legal obligation
See Annex 2.

Party (TSO) : **TenneT**
Personal Data : virtual identifier of installation(s), and associated measured values
Legal ground : Execution of a contract

The BSP has a contract with the Data Subject so that he can use his installation to provide TenneT with Support Services and so that both parties have a certain return on investment. In addition to mutually agreed conditions for the deployment of the installation, the BSP must lay down in this contract that it will process the data of the Data Subject for the purpose of flexibility supply and inform the Data Subject of the transfer of his/her Personal Data. For the purposes of the operational process for the provision of flexibility, the BSP shall exchange data with the TSO in the

²¹ COMMISSION REGULATION (EU) 2017/1485 of 2 August 2017 laying down guidelines relating to the management of electricity transmission systems, Articles 154(8) and 158(5).

manner described in this Annex.

Party (MSP) : [abbreviation company name MSP]

Personal Data : virtual identification code of installation(s), and associated measured values.

Legal ground : Legitimate interest

For validation purposes by the TSO, as described above, [abbreviation company name MSP] records the measured values of the installation(s) on the Platform.

Weighing up legitimate interests.

Impact on the privacy of the Data Subject: One of TenneT's statutory tasks is fulfilled with the smallest possible set of Personal Data that cannot be directly traced due to pseudonymisation. The data has only been made accessible to TenneT. In view of the security measures in place, such as pseudonymisation, the personal data are sufficiently protected against unintentional transmission to the Data Subject.

The rights of the person concerned are safeguarded, as is the provision of information prior to processing.

In view of the above considerations, TenneT's processing of the virtual identification code of installations and the associated measured values is justified.

Party (DSO) : DSOs

Personal Data : EAN code, quantity of energy activated

Legal ground : Legitimate interest

TenneT and the DSOs have agreed procedures regarding the pre-qualification process in such a way that the DSO is able to have insight into installations and associated volumes in their network that *can be* used for Support Services²². In addition, each DSO has the right, in cooperation with the TSO, to set temporary limits with respect to the supply of reserves of working capital located in its distribution system prior to the activation of reserves. TSOs and DSOs shall jointly agree on applicable procedures for this purpose.²³

However, neither the BSP(s) nor TenneT know where the reserves will be delivered prior to activation. This is only known once the BSP has distributed the activation by TenneT among its installations. It is therefore difficult for the DSOs to set relevant limits. Sharing the energy that has been activated by the BSPs per connection, albeit afterwards, is a first step towards giving the DSOs more insight and thus more control over behaviour in the distribution network. It enables the DSOs to carry out analyses of possible congestion problems and, if necessary, to set temporary limits.

Weighing up Legitimate interests.

Importance of DSOs: The DSOs use the information on activations to gain more insight into, and thus control, behaviour in the distribution network. It enables DSOs to carry out analyses with regard to possible congestion

²² In order to give effect to Commission Regulation (EU) 2017/1485 of 2 August 2017 laying down guidelines relating to the management of electricity transmission systems, Article 182(1)-(4).

²³ COMMISSION REGULATION (EU) 2017/1485 of 2 August 2017 laying down guidelines relating to the management of electricity transmission systems, Article 182(5).

problems and, if necessary, to set temporary limits, which they are competent to do as prescribed in [²⁴].

Impact on the privacy of the Data Subject: With as small a set of non-directly traceable Personal Data as possible, insight is given to the DSO (in addition to the TSO, of course) about the installations and associated activations that are used for Support Services. The indirect Personal Data used are technical values from which, even after links with other data sources, only a limited amount of data can be retrieved. The (possible) impact on the privacy of the Data Subject is therefore limited.

²⁴ COMMISSION REGULATION (EU) 2017/1485 of 2 August 2017 laying down guidelines relating to the management of electricity transmission systems, Article 182(5).