**EFET**

**European Federation of Energy Traders**

E-mail: secretariat@efet.org

Webpage: www.efet.org

**Biogas Certificates Standard Agreement**

**for Single Trade**

**WAIVER: THE FOLLOWING BIOGAS CERTIFICATES STANDARD AGREEMENT FOR SINGLE TRADE WAS PREPARED BY EFET'S MEMBERS EXERCISING ALL REASONABLE CARE. HOWEVER, EFET, THE EFET MEMBERS, REPRESENTATIVES AND COUNSEL INVOLVED IN ITS PREPARATION AND APPROVAL SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ITS USE AND ANY DAMAGES OR LOSSES RESULTING OUT OF ITS USE IN ANY INDIVIDUAL CASE AND IN WHATEVER JURISDICTION. IT IS THEREFORE THE RESPONSIBILITY OF EACH PARTY WISHING TO USE THIS BIOGAS CERTIFICATES STANDARD AGREEMENT FOR SINGLE TRADE TO ENSURE THAT ITS TERMS AND CONDITIONS ARE LEGALLY BINDING, VALID AND ENFORCEABLE AND BEST SERVE TO PROTECT THE USER'S LEGAL INTEREST. USERS OF THIS BIOGAS CERTIFICATES STANDARD AGREEMENT FOR SINGLE TRADE ARE URGED TO CONSULT RELEVANT LEGAL OPINIONS MADE AVAILABLE THROUGH EFET AS WELL AS THEIR OWN COUNSEL.**

**USERS ARE REFERRED TO THE GUIDANCE NOTE TO THIS BIOGAS CERTIFICATES STANDARD AGREEMENT FOR SINGLE TRADE AVAILABLE ON THE EFET AND CEGH WEBSITE.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Biogas Certificates Standard Agreement for Single Trade**

Between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(**"Seller"**)

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(**"Buyer"**)

(referred to jointly as the **"Parties"** and individually as a **"Party"**)

entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**"Effective Date"**).

PART I – Individual Terms
of the Biogas Certificates Standard Agreement for Single Trade

|  |
| --- |
| **SECTION A: COMMERCIAL PROVISIONS** |

|  |
| --- |
| ***General information*** |
| **Certificates data:** | Seller: | Authorised Issuing Body: [*insert*]Certificates Registry: [*insert*]Account number or Account name: [*insert number*] |
|  | Buyer: | Certificates Registry: [*insert*]Account number or Account name: [*insert number*] |

**Certificate:** A Biogas Guarantee of Origin issued by the Authorised Issuing Body in accordance with Article 2(12) and Article 19 RED II and Applicable Law to evidence the production of renewable source Biogas which meets the Certificate Details (**"Certificate"**).

**Certificate Details:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Production Year** | **Subsidised / non-subsidised** | **Feedstock Type** | **Product Type** | **Carbon Intensity** | **Quantity (MWh)** | **Price per Certificate (EUR)** | **Delivery Date** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **Total Contract Price** | **(Total)** |  |

Specific Production Device: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

|  |
| --- |
| ***Commercial details*** |
| **Designated Purpose:** | [  ] Appendix 2 – Greenhouse Gas Protocol[  ] Appendix 3 – EU ETS Scheme (as transposed by Applicable Law)[  ] Appendix 4 – National Fuels Quota Scheme[  ] Appendix 5 – National Emissions Trading Scheme[  ] other: *[specify, if applicable]*[  ] none of the above |
| **Delivery Point:** | with respect to Transfer of Certificates by Electronic Transfer (if applicable): [  ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[specify]*;  ***otherwise*** Buyer's Accountwith respect to Cancellation Statements (if applicable):[  ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[specify]*; ***otherwise*** receipt of email (with copy of Cancellation Statement attached) by Buyer in accordance with § 19.1 (*Notices and Communications*) |
| **Documentation of Actual Deliveries and Receipts:** | *[specify in accordance with § 3.4, if applicable]* |
| **Additional requirements:** | *[specify, if any]* |

|  |
| --- |
| **SECTION B: ELECTION SHEET** |

For the customization of the Biogas Certificates Standard Agreement for Single Trade

between………………………… and…………………………………….

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

**§ 3
Primary Obligations For Delivery and Acceptance of Certificates**

**§ 3.2 Electronic Transfer of Certificates:**

 [  ] § 3.2 shall apply;

 ***otherwise*** § 3.2 shall not apply and § 3.3 shall apply.

**§ 5
Non-Performance Due to Force Majeure**

**§ 5.1 Definition of Force Majeure:**

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

***otherwise*** § 5.1 shall apply as written in the Biogas Certificates Standard Agreement.

**§ 8
Term and Termination Rights**

**§ 8.4(b) Cross Default and Acceleration:**

[  ] § 8.4(b) shall apply to Party A and the Threshold Amount for Party A shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
***otherwise***  § 8.4(b) shall not apply to Party A

[  ] § 8.4(b) shall apply to Party B and the Threshold Amount for Party A shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
***otherwise*** § 8.4(b) shall not apply to Party B

**§ 8.4 Definition of Material Reason:**

[  ] the following additional Material Reasons shall apply to Party A:

 ;

 ***otherwise*** the Material Reasons for Party A shall be limited to those stated in the Biogas Certificates Standard Agreement

[  ] the following additional Material Reasons shall apply to Party B:

 ;

 ***otherwise*** the Material Reasons for Party B shall be limited to those stated in the Biogas Certificates Standard Agreement

**§ 9
Calculation of the Termination Amount**

**§ 9.2(c) Settlement Amount (Losses):**

[  ] losses associated with regulatory fines shall apply;

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

**§ 10
Limitation of Liability**

**§ 10 Application of Limitation:** [  ] § 10 shall be amended or replaced in its entirety as follows:

 ;

***otherwise*** § 10 shall apply as written in Part II (*General Provisions of the Biogas Certificates Standard Agreement*).

**§ 11
Invoicing and Payment**

**§ 11.2 Payment:** initial billing and payment information for each Party is set out in § 19 of this Election Sheet

 [  ] the currency shall be ;

***otherwise*** the currency shall be EURO

**§ 11.3 Default Interest:** the Interest Rate shall be the one month (the “**Designated Maturity**”) EURIBOR interest rate for 11:00 a.m. CET on the Due Date *plus* \_\_\_\_\_\_\_\_\_\_\_\_\_ percent ( \_ %) per annum, provided that if the Interest Rate would otherwise be less than zero, the Interest Rate shall be floored at zero and any margin applied thereto

**§ 11.4 Disputed Amounts:** [  ] § 11.4(a) shall apply; or
[  ] § 11.4(b) shall apply

**§ 12
VAT and Other Taxes**

**§ 12.5 Withholding Tax:** [  ] § 12.5shall apply, in the case of § 12.5(b)(ii) the documents shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; ***otherwise*** § 12.5shall not apply

**§ 13
Change in Law or Standard**

**§ 13.2 Change in Law or Standard and Price Adjustments:**

 [  ] § 13.2 shall apply;
***otherwise*** § 13.2shall not apply

**§ 13.3 Event of Change in Law or Standard and Ineffectiveness:**

 [  ] § 13.3(b) shall apply;
***otherwise*** § 13.3(a) shall apply

**§ 14
Guarantees and Credit Support**

**§ 14 Credit Support Documents:**

Party A shall provide Party B with the following Credit Support Document(s):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party B shall provide Party A with the following Credit Support Document(s):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**§ 14 Credit Support Provider:** The Credit Support Provider(s) of Party A shall be:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Credit Support Provider(s) of Party B shall be:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**§ 15
Assignment**

**§ 15.2 Assignment to Affiliates:** [  ] Party A may assign in accordance with § 15.2; or
[  ] Party A may assign in accordance with § 15.2, provided that the Affiliate is incorporated in the same jurisdiction as Party A;
***otherwise*** Party A may not assign in accordance with § 15.2

[  ] Party B may assign in accordance with § 15.2;
[  ] Party B may assign in accordance with § 15.2, provided that the Affiliate is incorporated in the same jurisdiction as Party B;
***otherwise*** Party B may not assign in accordance with § 15.2

**§ 16
Confidentiality**

**§ 16.1 Confidentiality Obligation:** [  ] § 16 shall not apply;
***otherwise*** § 16 shall apply

**§ 17
Representation and Warranties**

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

|  |  |
| --- | --- |
| § 17.1(a) | [  ] no, ***otherwise*** yes |
| § 17.1(b) | [  ] no, ***otherwise*** yes |
| § 17.1(c) | [  ] no, ***otherwise*** yes |

**§ 17.2 Additional Representations and Warranties:** The following representations and warranties are made:

|  |  |  |
| --- | --- | --- |
|  | by Party A: | by Party B: |
| § 17.2(a) | [  ] no, ***otherwise*** yes | [  ] no, ***otherwise*** yes |
| § 17.2(b) | [  ] no, ***otherwise*** yes | [  ] no, ***otherwise*** yes |
| § 17.2(c) | [  ] no, ***otherwise*** yes | [  ] no, ***otherwise*** yes |
| § 17.2(d) | [  ] no, ***otherwise*** yes | [  ] no, ***otherwise*** yes |
| § 17.2(e) | [  ] no, ***otherwise*** yes | [  ] no, ***otherwise*** yes |
| § 17.2(f) | [  ] no, ***otherwise*** yes | [  ] no, ***otherwise*** yes |
| § 17.2(g) | [  ] no, ***otherwise*** yes | [  ] no, ***otherwise*** yes |
| § 17.2(h) | [  ] no, ***otherwise*** yes | [  ] no, ***otherwise*** yes |
| § 17.2(i) | [  ] no, ***otherwise*** yes | [  ] no, ***otherwise*** yes |
| § 17.2(j) | [  ] no, ***otherwise*** yes | [  ] no, ***otherwise*** yes |
| § 17.2(k) | [  ] no, ***otherwise*** yes | [  ] no, ***otherwise*** yes |
| § 17.2(l) | [  ] no, ***otherwise*** yes | [  ] no, ***otherwise*** yes |
| § 17.2(m) |  |  |

 [  ] In addition, Party A represents and warrants the following:

 [  ] In addition, Party B represents and warrants the following:

**§ 18
Governing Law and Arbitration**

**§ 18.1 Governing Law:** Governing law shall be the substantive law of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**§ 18.2 Arbitration:** [  ] § 18.2 shall apply and the language of the arbitration shall be:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ***otherwise***  § 18.2 shall not apply and the following shall apply:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**§ 18.3 Expert Determination:** [  ] § 18.3 shall apply;

***otherwise*** § 18.3 shall not apply

**§ 19
Miscellaneous**

**§ 19.1 Notices, Invoices and Payments:**

(a) **TO PARTY A:**

**Contact and Bank Details**

**Notices & Correspondence**

Telephone No:

Fax No:

Attention: *[Job Title]*

With copy to: *[Job Title]*

**Invoices**

Address:

Fax No:

Attention: *[Job Title]*

**Payments**

Bank account details:

General account number:

(b) **TO PARTY B:**

**Contact and Bank Details**

**Notices & Correspondence**

Telephone No:

Fax No:

Attention: *[Job Title]*

With copy to: *[Job Title]*

**Invoices**

Address:

Fax No:

Attention: *[Job Title]*

**Payments**

Bank account details:

General account number:

|  |
| --- |
| **SECTION C: ADDITIONAL PROVISIONS** |

*[This section may be used to include additional provisions and local requirements, as well as recitals to set out the economic balance between the Parties]*

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

***[SELLER]******[BUYER]***

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

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

## be in any way affected or impaired thereby. The Parties undertake to replace any illegal, invalid or unenforceable provision with a legal, valid and enforceable provision which comes as close as possible to the invalid provision as regards its economic intent.

## Third Party Rights: The Parties do not intend that any third party shall have any rights under, or be able to enforce, the Agreement and the Parties exclude to the extent permitted under Applicable Law any such third party rights that might otherwise be implied.

## Transaction Costs: The Seller and the Buyer will each bear its own fees and expenses incurred in connection with the negotiations, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

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

|  |  |
| --- | --- |
| ***[Name of Party]*** | ***[Name of Party]*** |
| ***[Name of Signatory/ies]*** | ***[Name of Signatory/ies]*** |
| ***[Title of Signatory/ies]*** | ***[Title of Signatory/ies]*** |

1. agreed between the Parties;

**"Carbon Intensity"** means the greenhouse gas emission score of the Biogas [injected into the gas grid] which shall be calculated according to the methodology described in Annex V part C of RED II: E = eec + el + ep + etd + eu – esca – eccs – eccr;

**"Central European Time"** or **"CET"** means Central European Time and shall include Central European Winter Time and Central European Summer Time as applicable;

**"Certificate"** means a Certificate as specified in Section A of Part I (*Commercial Provisions*);

“**Certificate Details**” means the specification of the Certificates provided in Section A of Part I (*Commercial Provisions*);

**"Certificates Issuance and Registry Rules "** means [*insert*];

**"Certificates Registry"** means the entity specified in Section A of Part I (*Commercial Provisions*) through which a Party is obliged to perform its Delivery, acceptance or cancellation obligation, as applicable;

**"Certificates Registry Operator"** meansthe entity specified in Section A of Part I (*Commercial Provisions*) which is responsible for the operation of the CertificatesRegistry;

**"Change in Law or Standard"** means the enactment, promulgation, execution or ratification of, or any change in or amendment to, or repeal or other cancellation of, any Law (or in the application or official interpretation of any Law by a judgment or decision of any court, tribunal or regulatory bodies);

**"Claiming Party"** has the meaning specified in § 5.1 (*Definition of Force Majeure*);

**"Competent Authority"** means any national, federal, regional, local or other authority, ministry, inspectorate, department, court, arbitral tribunal, administrative agency or commission or any other governmental, municipal, administrative or regulatory body (in each case to the extent each of the foregoing has jurisdiction over either or both of the Parties, this Agreement and/or the subject matter of this Agreement);

**"Competent Body for the Designated Purpose"** means an entity or authority competent to recognise or reject Certificates for the Designated Purpose, as specified in Appendix 2 (*Greenhouse Gas Protocol*), Appendix 3 *EU ETS Scheme as transposed by Applicable Law*), Appendix 4 (*National Fuels Quota Scheme*) and/or Appendix 5 (*National Emissions Trading Scheme*), as applicable;

**"Confidential Information"** has the meaning specified in § 16.1 (*Confidentiality Obligation*);

**"Contract Price"** means the price agreed between the Parties;

**"Contract Quantity"** means a quantity of Certificates, or one or more Cancellation Statements representing a quantity of Certificates, equal to the quantity expressed in MWh agreed between the Parties;

**"Control"** means ownership of more than fifty per cent (50%) of the voting power of a Party or Entity and **"Controlled"** or **"Controlling"** shall be construed accordingly;

**"Costs"** has the meaning specified in § 9.2(a) (*Settlement Amount*);

**"Credit Rating"** means in respect of an Entity any of the following: (i) the long-term unsecured, unsubordinated (unsupported by third party credit enhancement) public debt rating; (ii) the debt issuer's credit rating; or (iii) the corporate credit rating given to that entity, in each of cases (i) to (iii) by Standard & Poor's Rating Group (a division of McGraw-Hill Inc.) or Moody's Investor Services Inc.;

**"Credit Support Documents"** has the meaning specified with respect to a Party specified in the Election Sheet, which may include, without limitation, a parent guarantee, bank guarantee, letter of awareness, letter of credit or any credit support agreement;

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APPENDIX 3

**EU ETS Scheme as transposed by Applicable Law – AUSTRIA**

1. **Subject Matter:** If selected as applicable in Section A of Part I (*Commercial Provisions*), this Appendix 3 (*EU ETS Scheme as transposed by Applicable Law*) forms integral part of the Biogas Certificates Standard Agreement.
2. **Definitions:** The following additional definitions shall apply:
	1. **"Applicable National Legislation":** national legislation transposing the EU ETS Directive and RED II, in particular:
		1. the Austrian Emissions Certificate Act(*Emissionszertifikategesetz 2011 – EZG 2011*);
		2. the Austrian Biomass Energy Sustainability Ordinance (*Biomasseenergie-Nachhaltigkeitsverordnung – BMEN-VO*);
		3. the Austrian Sustainable Forestry Biomass Ordinance (*Nachhaltige forstwirtschaftliche Biomasse-Verordnung – NFBioV*; and
		4. the Austrian Sustainable Agricultural Feedstock Ordinance (*Nachhaltige landwirtschaftliche Ausgangsstoffe-Verordnung – NLAV*) as amended from time to time;
	2. **"Buyer’s PoS Database":** [*insert if applicable, otherwise delete*];
	3. **"Buyer’s Account Number with the PoS Database":** [*insert if applicable, otherwise delete*];
	4. **"Competent Body for the Designated Purpose":** [*insert, if traded into Austria or within Austria: Umweltbundesamt GmbH*]
	5. **"EU ETS Directive"** means Directive 2003/87/EC establishing a system for greenhouse gas emission allowance trading within the Union and amending Council Directive 96/61/EC, as amended from time to time;
	6. **"EU MRR"** means Commission Implementing Regulation (EU) 2018/2066 on the monitoring and reporting of greenhouse gas emissions pursuant to Directive 2003/87/EC of the European Parliament and of the Council and amending Commission Regulation (EU) No 601/2012, as amended from time to time;
	7. **"Law"** has the meaning given to it in Appendix 1 (*Defined Terms*) and includes the following:
		1. EU ETS Directive;
		2. EU MRR;
		3. Applicable National Legislation;
	8. **"Mass Balance"** means the relationship between input and output of Biogas within the European natural gas network in which the output from the grid cannot exceed the input into the grid;
	9. **"Proof of Sustainability"** or **"PoS"** means a final sustainability declaration of the Seller for any Certificate to state the information on sustainability and compliance with the Voluntary Sustainability Certification Scheme through the supply chain according to the requirements of the Voluntary Sustainability Certification Scheme comprising the unique number of the PoS, the number of the Seller’s certification, the Buyer’s contract number, the list of feedstocks and the related greenhouse gas emissions;
	10. **"PoS Database Rules"** means [*insert if applicable, otherwise delete*];
	11. **"Standard"** has the meaning given to it in Appendix 1 (*Defined Terms*) and includes the following:
		1. If 5(b)(i) "Electronic Transfer of PoS" is specified to apply, PoS Database Rules.
3. **Specific Undertakings:** The Seller undertakes that the Certificates fulfil the following conditions in accordance with EU ETS Directive, EU MRR and Applicable National Legislation:
	1. **Evidence of Mass Balance:** The quantity of Biogas corresponding to the Contract Quantity of Certificates is determined from purchase which provide evidence of an uninterrupted supply chain from the Biogas producer to the Seller including an appropriate audit of the Mass Balance by a Voluntary Sustainability Certification Scheme in accordance with Article 30 RED II and Applicable National Legislation;
	2. **Proof of Sustainability:** The quantity of Biogas corresponding to the Contract Quantity of Certificates complies with the sustainability and greenhouse gas saving criteria laid down in Article 29 RED II and Applicable National Legislation;
	3. **Grid Connection:** The producer of the Biogas is connected to the European natural gas network.
	4. **National Quality Criteria:** The quantity of Biogas corresponding to the Contract Quantity of Certificates fulfils the additional quality criteria set out by Applicable National Legislation, if any.
4. **Delivery and Acceptance of Evidence of Mass Balance:**
	1. **Delivery and Acceptance:** No later than three (3) days after the Delivery Date the Seller shall deliver the Evidence of Mass Balance via e-mail to the Buyer’s e-mail address indicated in Section B of Part I (*Election Sheet*).
	2. **Transfer of Title and Risk:** Title and risk in the Evidence of Mass Balance shall pass from Seller to Buyer with receipt of email (with copy of Evidence of Mass Balance attached) by Buyer.
5. **Delivery and Acceptance of Proof of Sustainability:**
	1. **Delivery and Acceptance:** No later than three (3) days after the Delivery Date and in accordance with the modalities of transfer set out in 5(b) (*Modalities of* *Transfer*), the Seller shall deliver, or cause to be delivered, and the Buyer shall accept, or cause to be accepted, the Proof of Sustainability corresponding to the Contract Quantity of Certificates.
	2. **Modalities of Transfer:** In accordance with the Parties’ choice, the modalities of transfer shall be as follows:
		1. [  ] **Electronic Transfer of PoS:** If "Electronic Transfer of PoS" is specified to apply, the Seller shall deliver the PoS in accordance with the provisions of the PoS Database Rules.
		2. ***otherwise* Transfer of PoS by E-Mail:** Unless "Electronic Transfer of PoS" is specified to apply, Seller shall deliver the Proof of Sustainability via e-mail to the Buyer’s e-mail address indicated in Section B of Part I (*Election Sheet*).
	3. **Transfer of Title and Risk:** Title and risk in the Proof of Sustainability shall pass from the Seller to the Buyer with respect to Electronic Transfer of PoS with the crediting of the PoS to the Buyer’s account with the PoS Database; and with respect to Transfer of PoS by E-Mail, with receipt of email (with copy of Proof of Sustainability attached) by the Buyer.

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APPENDIX 4

**National Fuels Quota Scheme – AUSTRIA**

1. **Subject Matter:** If selected as applicable in Section A of Part I (*Commercial Provisions*), this Appendix 4 (*National Fuels Quota Scheme - AUSTRIA*) forms integral part of the Biogas Certificates Standard Agreement.
2. **Definitions:** The following additional definitions shall apply:
	1. **"Applicable National Legislation":** national legislation transposing RED II and Directive 98/70/EC, in particular:
		1. Austrian Fuel Ordinance (*Kraftstoffverordnung 2012 – KVO*);
		2. Austrian Renewables Expansion Act (*Erneuerbaren-Ausbau-Gesetz – EAG*);
		3. the Austrian Biomass Energy Sustainability Ordinance (*Biomasseenergie-Nachhaltigkeitsverordnung – BMEN-VO*);
		4. the Austrian Sustainable Forestry Biomass Ordinance (*Nachhaltige forstwirtschaftliche Biomasse-Verordnung – NFBioV*); and
		5. the Austrian Sustainable Agricultural Feedstock Ordinance (*Nachhaltige landwirtschaftliche Ausgangsstoffe-Verordnung – NLAV*)

as amended from time to time;

* 1. **"Buyer’s PoS Database"** [*insert if applicable, otherwise delete*];
	2. **"Buyer’s Account Number with the PoS Database":** [*insert if applicable, otherwise delete*];
	3. **"Competent Body for the Designated Purpose":** [*insert, if traded into Austria or within Austria: Umweltbundesamt GmbH*]
	4. **"Directive 98/70/EC"** means Directive 98/70/EC relating to the quality of petrol and diesel fuels, as amended from time to time;
	5. **"Mass Balance"** means the relationship between input and output of Biogas within the European natural gas network in which the output from the grid cannot exceed the input into the grid;
	6. **"Member State"** means member state of the European Union;
	7. **"Law"** has the meaning given to it in Appendix 1 (*Defined Terms*) and includes the following:
		1. Directive 98/70/EC;
		2. Applicable National Legislation;
	8. **"Proof of Sustainability"** or **"PoS"** means a final sustainability declaration of the Seller for any Certificate to state the information on sustainability and compliance with the Voluntary Sustainability Certification Scheme through the supply chain according to the requirements of the Voluntary Sustainability Certification Scheme comprising the unique number of the PoS, the number of the Seller’s certification, the Buyer’s contract number, the list of feedstocks and the related greenhouse gas emissions;
	9. **"PoS Database Rules"** means [*insert if applicable, otherwise delete*];
	10. **"Standard"** has the meaning given to it in Appendix 1 (*Defined Terms*) and includes the following:
		1. If 7(b)(i) "Electronic Transfer of PoS" is specified to apply, the PoS Database Rules.
1. **Specific Undertakings:** The Seller undertakes that the Certificates fulfil the following conditions in accordance with RED II and Applicable National Legislation:
	1. **Evidence of Mass Balance:** The quantity of Biogas corresponding to the Contract Quantity of Certificates is determined from purchase which provide evidence of an uninterrupted supply chain from the Biogas producer to the Seller including an appropriate audit of the Mass Balance by a Voluntary Sustainability Certification Scheme in accordance with Article 30 RED II and Applicable National Legislation.
	2. **Proof of Sustainability:** The quantity of Biogas corresponding to the Contract Quantity of Certificates complies with the sustainability and greenhouse gas saving criteria laid down in Article 29 RED II and Applicable National Legislation.
2. **Additional Country of Origin Requirements:** If Austria is the country of origin, the Seller undertakes that the following additional requirements in accordance with the Austrian Fuel Ordinance are met:
	1. The Evidence of Mass Balance shall in particular contain the following information in accordance with section 10 Austrian Fuel Ordinance:
		1. clear information on the allocation of purchased feedstocks or traded and sold biofuels to sellers and buyers, respectively, allowing for a clear identification of buyers and sellers;
		2. dates of purchase and sale of biofuels or feedstocks for biofuel production;
		3. data on the type and quantity, the year of harvest and the countries of cultivation of the feedstocks;
		4. information on the sustainability of the biomass used in accordance with section 12 Austrian Fuel Ordinance;
		5. a value for the greenhouse gas reduction potential of the biofuel produced, traded or used in accordance with the provisions of section 12(3) Austrian Fuel Ordinance;
		6. in the case of the use of default values, a clear description of the feedstock used;
	2. The quality of feedstock complies with the sustainability criteria set out in section 12 in conjunction with Annex XI Austrian Fuel Ordinance, the Austrian Sustainable Agricultural Feedstock Ordinance and the legal requirements on forestry feedstock in accordance with section 12 Austrian Fuel Ordinance;
	3. The Biogas has a reduction ratio of life cycle greenhouse gas emissions compliant with section 12(3) Austrian Fuel Ordinance (for installations that went into operation after 5 October 2015, at least 60%, for installations operational on or before 5 October 2015 at least 50% and for installations operational on or after 1 January 2021 at least 65%, each compared to the reference value set out in section 19(4) Austrian Fuel Ordinance);
	4. The Biogas or the underlying Proof of Sustainability has not been counted towards the obligation pursuant to Article 25(1) RED II in another Member State; and
	5. The Proof of Sustainability complies with the requirements set out in section 13 Austrian Fuel Ordinance, in particular it contains all of the data required in section 13(6) Austrian Fuel Ordinance.
3. **Additional Country of Use Requirements:** If Austria is the county of use, but not the country of origin, the Seller undertakes that the Proof of Sustainability is eligible to be counted against the targets set out in section 5, 6 and 7 Austrian Fuel Ordinance in accordance with section 17 Austrian Fuel Ordinance.
4. **Delivery and Acceptance of Evidence of Mass Balance:**
	1. **Delivery and Acceptance:** No later than three (3) days after the Delivery Date, the Seller shall deliver the Evidence of Mass Balance via e-mail to the Buyer’s e-mail address indicated in Section B of Part I (*Election Sheet*).
	2. **Transfer of Title and Risk:** Title and risk in the Evidence of Mass Balance shall pass from the Seller to the Buyer with receipt of email (with copy of Evidence of Mass Balance attached) by the Buyer.
5. **Delivery and Acceptance of Proof of Sustainability:**
	1. **Delivery and Acceptance:** No later than three (3) days after the Delivery Date and in accordance with the modalities of transfer set out in 7(b) (*Modalities of* *Transfer*), the Seller shall deliver, or cause to be delivered, and the Buyer shall accept, or cause to be accepted, the Proof of Sustainability corresponding to the Contract Quantity of Certificates.
	2. **Modalities of Transfer:** In accordance with the Parties’ choice, the modalities of transfer shall be as follows:
		1. [  ] **Electronic Transfer of PoS:** If "Electronic Transfer of PoS" is specified to apply, the Seller shall deliver the PoS in accordance with the provisions of the PoS Database Rules.
		2. ***otherwise* Transfer of PoS by E-Mail:** Unless "Electronic Transfer of PoS" is specified to apply, Seller shall deliver the Proof of Sustainability via e-mail to the Buyer’s e-mail address indicated in Section B of Part I (*Election Sheet*).
	3. **Transfer of Title and Risk:** Title and risk in the Proof of Sustainability shall pass from the Seller to the Buyer with respect to Electronic Transfer of PoS with the crediting of the PoS to the Buyer’s account with the PoS Database; and with respect to Transfer of PoS by E-Mail, with receipt of email (with copy of Proof of Sustainability attached) by the Buyer.
6. [  ] **Union Database and PoS-ID (***if specified to apply, the following applies*)**:**
	1. **"PoS-ID"** means the unique Proof of Sustainability identification number issued by the Union Database for a given volume of Biogas injected into the grid;
	2. **Transfer of PoS-ID:** No later than three (3) days after the Delivery Date the Seller shall transfer via e-mail to the Buyer’s e-mail address indicated in Section B of Part I (*Election Sheet*) the PoS-ID(s) for the Biogas corresponding to the Contract Quantity of Certificates;
	3. **Specific Representations and Warranties of Seller:** The Seller represents and warrants the following with regards to the PoS-ID(s) to be transferred to the Buyer:
		1. The Biogas corresponding to the Contract Quantity of Certificates has been injected into the grid and the injection has been duly registered in the Union Database;
		2. The data inserted in the Union Database regarding the Biogas corresponding to the Contract Quantity of Certificates is complete and correct;
		3. The PoS-ID(s) has/have not been obtained fraudulently;
		4. The Biogas corresponding to the Contract Quantity of Certificates has not been marked as consumed by any third party and the Buyer has the exclusive right to mark the Biogas corresponding to the Contract Quantity of Certificates as consumed in the Union Database.

In case of breach of this 8(c), 7.2 (*Remedies for Ineffectiveness*) and 7.3 (*Exclusive Remedies*) shall apply.