Annex 9 to the DAOA – Accession Form

[COMPANY NAME], a company organised and existing under the laws of [COUNTRY], and registered with [REGISTER DETAILS] under the number [COMPANY NUMBER] and VAT n° [VAT NUMBER],

hereby

1) pursuant [to the JSC decision dated [date] and]¹ to the Single Day-Ahead Coupling Operations Agreement (“DAOA”), as provided to it on [date], and pursuant to Article 13 thereof, becomes a Party to the DAOA, and accepts all rights and assumes all obligations of a Party under the DAOA starting [date];

2) declares that it is fully aware of, acknowledges and accepts the terms and conditions of the DAOA;

3) undertakes to pay its share of the historical costs, equal to [XXX – put 0 if no historical costs] EUR;

4) confirms that it has adhered to all other arrangements required to be able to perform its obligations under the DAOA;

5) [declares that it will comply with all legal or regulatory requirements (e.g. an intergovernmental agreement with the European Union), if any, to enter into the DAOA and that its NRA(s) or other competent authority(ies) approve(s) the accession or did not object to the accession]²; and

6) agrees that until its Go-Live it will be a Non-Operational Party.

If at the time of its accession to the DAOA, it is a PX that is not a NEMO, it agrees, for the avoidance of doubt, that all obligations incumbent on NEMOs under the DAOA shall also apply to it.

For the avoidance of doubt, all capitalized terms in this Accession Form shall have the meaning set forth in the Annex 1 to the DAOA, except if otherwise expressly indicated and Article 26 and 27.6 of the DAOA apply to this Accession Form.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]
[Signature(s)]
[Name(s)]
[Title(s)]

¹ Only relevant for the accession pursuant to art. 13.2 DAOA. To be deleted if not applicable.
² Only relevant for the accession pursuant to art. 13.2 DAOA. To be deleted if not applicable.