

**Annex 2:**

**Standard  
Agreement on Guarantees of  
Origin for Gas from Renewable  
Energy Sources**

**Version 2.0**

## 1. Contracting parties

This Guarantee of Origin Agreement has been concluded between:

### **Energinet (Issuing Body)**

Name: Energinet A/S

Address: Tonne Kjærsvvej 65

Post Code and city: 7000 Fredericia

VAT No.: 28 98 06 71

and

### **Account Holder**

Name:

Address:

Post Code and city:

VAT No.:

Email:

Telephone no.:

Person authorised to sign:

## 2. Purpose and scope

Guarantees of origin for renewable gas are regulated by Section 36 of the Gas Supply Act (Act No 126 of 6 February 2020 on the supply of natural gas with subsequent amendments) and The Executive Order No 913 of 22 June 2023 on guarantees of origin for electricity, gas, district heating and cooling from renewable energy sources). According to Section 3(1) of the The Executive Order, Energinet is the authority in relation to the issuance, transfer, cancellation and supervision of guarantees of origin for electricity and gas from renewable energy sources.

The issuance, transfer and cancellation of guarantees of origin shall be made using the digital system and in the format provided by the authority in accordance with Paragraph 13(1) of The Executive Order.

To cover the costs incurred in issuing, transferring, and cancelling a guarantee of origin, the authority may charge the applicant a fee. A fee may also be charged to cover the necessary costs for the supervision of guarantees of origin, cf. Paragraph 18(1) of Executive Order.

Guidelines on guarantees of origin for gas from renewable energy sources

specify the provisions for the issuance, transfer, and cancellation of guarantees of origin for renewable gas and the requirements that Energinet imposes on market players in the market for guarantees of origin. The guidelines are published on Energinet's website.

Both the guidelines and this agreement shall be governed by Danish law, and therefore the documents are translated versions of the Danish guidelines and agreement.

Through this agreement, the account holder will have access to the digital system (register of guarantees of origin) provided by Energinet (hereinafter referred to as "the Issuing Body").

### **3. Definitions**

The terms defined in the Guidelines on guarantees of origin for gas from renewable energy sources shall also apply to this Guarantee of Origin Agreement, unless otherwise expressly stated.

### **4. Fees**

The account holder pays to the Issuing Body a fee, cf. Section 18 of The Executive Order on Guarantees of Origin.

The fees shall be fixed by the Issuing Body. The applicable fee rates are listed on Energinet's website – [www.energinet.dk](http://www.energinet.dk), which will be updated when changes are made.

Invoicing of current fees will be done once a year. The Issuing Body may change the routines for when invoicing will be done with one month's notice.

### **5. Obligation to inform**

Both parties shall contribute to the implementation of this Agreement. Both parties must therefore make the necessary information available to each other without undue delay. The Account Holder must inform the Issuing Body as soon as possible of changes relevant to the contractual relationship.

### **6. Information systems**

Guarantees of origin shall be issued through a digital system. The Account Holder must, at his own expense, provide the necessary IT architecture and interfaces that the Account Holder needs to use the system.

The Account Holder is responsible for the necessary data security in connection with the use of the system. The Issuing Body has the right to modify the IT set-up for the use of the system. The Issuing Body must inform the Account Holder in writing of the implementation of material changes with a notice of at least 30 calendar days.

The Issuing Body must also inform the Account Holder in writing of the implementation of IT changes as soon as possible.

The Account Holder will be informed of restrictions on the use of the system as soon as possible.

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The information will be provided via the system or by email.

The Issuing Body shall have the right to prevent or restrict the use of the system by the Account Holder if there is an abuse of the system or if the Account Holder has not fulfilled his obligations under this Agreement.

## **7. Issuance Error**

If the Issuing Body or the Account Holder discover an error in the issue, cancellation or processing of a guarantee of origin, this shall be communicated to the other party without undue delay.

If there is an error in the issuance, cancellation, or processing of a guarantee of origin, or an error caused by unauthorized access to the system or an error in the system, the Issuing Body and the Account Holder shall cooperate and reasonably endeavour to ensure that there is no undue enrichment because of the error.

## **8. Accounts of the Account Holder**

After the Account Holder is set up in the system, the Account Holder accesses a main account. The Issuing Body creates a user with the Account Holder, who gets a username and a password through the system. The user can create one or more sub-accounts for the main account.

The user has the right to dispose of his own guarantees of origin on own accounts at any time. If a transaction is carried out by the user of the system, the user is bound by the transaction.

## **9. Account insights**

The Issuing Body has the right to unrestricted access to the Account Holder's accounts in the registration system at any time. If Danish law, regulation, public injunctions or the like so require, the Issuing Body must have the right to disseminate the information from the Account Holder's accounts that is requested.

## **10. Responsibility**

The Account Holder shall always act in accordance with the applicable legislation and the guidelines applicable at any time for guarantees of origin for gas from renewable energy sources.

Any use of the guarantees of origin scheme, guarantees of origin, etc. is at the Account Holder's own responsibility and for his risk, and the Account Holder cannot bring any claim against the Issuing Body because of the guarantee of origin scheme or its use.

In addition, the Issuing Body does not vouch for the availability of the Guarantee of Origin system, including, for example, in the event of an IT outage, unless this is due to an intentional or grossly negligent action by the Issuing Body.

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The account holder shall indemnify the Issuing Body in respect of any claims made by third parties arising from the Account Holder's use of guarantees of origin, including improper trading and transfer.

**11. Amendment of Danish law, public injunctions, and the like**

In case of a conflict between provisions of this Agreement and provisions of Danish law which affect the Account Holder or the Issuing Body in connection with the register, the provisions of this Agreement shall be derogated from as far as is necessary to bring them into conformity with the law.

**12. Changes to the agreement**

The Issuing Body has the right to make changes to this Agreement with one month's notice. Before making any changes, the Issuing Body must give the Account Holder the opportunity to comment on the changes proposed. Amendments to the Guidelines on guarantees of origin for gas from renewable energy sources may be made without prior consultation with the Account Holder.

The Account Holder shall be obliged to accept any ongoing amendments to this Agreement which may be necessary for the agreement to comply with the applicable law and the guidelines applicable at any time for guarantees of origin for gas from renewable energy sources. The Agreement is an Annex to the version of the Guidelines in force at any given time.

**13. Exclusion as Issuing Body of guarantees of origin**

If the Issuing Body's right to act as Issuing Body of guarantees of origin in Denmark expires, the Issuing Body has the right to transfer the agreement to a new Issuing Body. If there is no new Issuing Body, the Issuing Body has the right to terminate the agreement. The Account Holder has the right to obtain his data.

**14. Breach**

If the Account Holder breaches the agreement, including the Account Holder's obligation to pay the fees to the Issuing Body and to submit an auditor's statement, the Issuing Body has the right to terminate this agreement.

**15. Force majeure**

In cases of force majeure, the parties have the right to restrict the provision of their services to each other. Force majeure covers any event which the parties could not have prevented through reasonable caution, and which makes it impossible or materially weakens the services or renders them financially or otherwise unreasonable. The parties shall inform each other of the occurrence and termination of the force majeure event without undue delay.

**16. Confidentiality**

Information of a commercial or sensitive nature shall be treated as confidential information by both parties unless disclosure is required by legal obligations.

**17. Transfer and termination**

Both parties may transfer this Agreement only with the prior written consent of the other party. Such approval cannot be refused without reasonable justification.

However, both parties may, without approval, transfer this agreement to a related undertaking at any time.

Either party may terminate this agreement with one month's written notice.

**18. Choice of law and disputes**

This agreement is governed by Danish law. Any disputes arising from this agreement may be brought before the Danish courts.

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Date:  
Place: Ballerup

Date:  
Place:

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Energinet Systemansvar A/S

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Account Holder