

APPROVED
with Decision No[•]of date [•][•]
Year of the [competent corporate
body]of [TSO]

APPROVED
with ERE Board Decision No.77 of
date 26.05.2017

COMPLIANCE PROGRAM OF THE TRANSMISSION SYSTEM OPERATOR FOR NATURAL GAS

[name of the TSO]

I. GENERAL PROVISIONS

1. This Compliance Programme (hereinafter – “the Programme”) of the transmission system operator for natural gas (hereinafter – “the TSO”) shall establish conditions for unbundling and independence of the TSO pursuant to the Law No 102/2015 “On the Natural Gas Sector” and shall set out the measures taken in order to ensure that discriminatory conduct in the TSO’s activities is excluded, specific obligations of the TSO’s employees to meet the objectives stipulated herein, and requirements for the implementation and monitoring of this Programme.

2. This Program aims at ensuring:

2.1. Proper unbundling and independence of TSO;

2.2. Avoidance of the TSO's discriminatory behaviour towards other participants of the natural gas market (hereinafter – “participants”) and network users;

2.3. Prevention of access on concessionary terms to the transmission system provided to individual participants and network users;

2.4. Introduction of a mechanism for the implementation of this Programme and definition of functional duties and obligations of the TSO's employees in this regard; and

2.5. Introduction of a mechanism for the monitoring of and reporting on the implementation of this Programme.

3. All terms in this Programme shall be used within the meaning prescribed in the Law No 102/2015 “On the Natural Gas Sector”.

II. LEGAL STATUS AND THE TSO ORGANISATIONAL CHART

4. *[Please describe the legal form and status of the TSO.]*
5. Please explain the shareholding structure of the TSO, including the relations of TSO’s shareholders with the undertakings engaged in production and/or supply of natural gas and electricity, or having any commercial interest thereto]
6. *[Please explain the separation and independence of public bodies which are authorized to represent the State’s shareholding rights on one hand and the undertakings engaged with production and/or supply on the other hand.]*
7. *[Please describe, if relevant, subsidiaries of the TSO and/or other undertakings where the TSO is a shareholder or possesses any other commercial interest.]*
8. *[Please describe the TSO organizational chart, including corporate bodies, their legal status, general principles of their formation, corporate governance principles, etc]*
9. *[Please provide any other relevant information. If necessary, organizational and/or corporate schemes may be attached as an annex to this Program.]*

III. TSO UNBUNDLING AND INDEPENDENCE

A. Unbundling of the TSO

10. The TSO shall be unbundled from other activities not related to the transmission of natural gas in compliance with Article 36 of the Law No 102/2015 “On the Natural Gas Sector”.

11. The TSO shall be a separate legal person which is not part of the vertically integrated undertaking or its organizational chart and which does not perform nor is engaged in activities of production and/or supply of natural gas and electricity.
12. To ensure a proper unbundling of the TSO, the same person or persons shall not be entitled at the same time:
 - 12.1. directly/indirectly exercise control over a licensee, performing any of the functions of production or supply of natural gas and/or electricity and to exercise control or any other right over the Transmission System Operator or the transmission system;
 - 12.2. directly or indirectly to exercise control over the Transmission System Operator or over the transmission system, and directly or indirectly to exercise control or exercise any right over an undertaking performing any of the functions of production or supply of natural gas and/or electricity;
 - 12.3. to appoint members of the supervisory board, the administrative board or bodies legally representing the Transmission System Operator or the transmission system, and directly or indirectly to exercise control or exercise any right over a licensee performing any of the functions of production or supply of natural gas and/or electricity; and
 - 12.4. to be a member of the supervisory board, the administrative board or other bodies representing the licensee at the other licensees performing any of the functions of production or supply of natural gas and/or electricity and of the Transmission System Operator or the transmission system.
13. The rights referred to in Paragraph 3 shall include, in particular:
 - 13.1. the power to exercise voting rights;
 - 13.2. the power to appoint members of the supervisory board, the administrative board or bodies legally representing the undertaking;
 - 13.3. the right of holding a majority share.

14. The TSO may act as a combined operator under the terms and conditions stipulated in Article 80 of the Law No 102/2015 “On the Natural Gas Sector”. In any case, the TSO’s status as of a combined operator shall have no effect on the requirements for unbundling and independence of the TSO established by the Law No 102/2015 “On the Natural Gas Sector” and this Programme. Measures taken in order to exclude discriminatory behaviour regarding other activities of a combined operator not related to the transmission of natural gas shall be set out in a separate compliance document established pursuant to the requirements of the Law No 102/2015 “On the Natural Gas Sector”.

B. Managerial independence of the TSO

15. The TSO’s managers, i.e. Members of the supervisory board, Members of the administrative Board, general manager, chief officers (heads of structural units), shall be independent from the vertically integrated undertaking or any part thereof. For this purpose, the following requirements shall be implemented:

15.1. The TSO’s managers shall not be employed or otherwise professionally engaged by the vertically integrated undertaking or any part thereof;

15.2. Salaries of TSO’s managers shall be established on the basis of pre-fixed elements related to the performance of the TSO, as specified in respective employment contract and/or employment instructions;

15.3. The TSO’s managers shall hold no interest or receive any financial benefit, directly or indirectly, for the vertically integrated undertaking or any part thereof, except for their financial shareholding rights subject to Paragraph 15.6;

15.4. Transfer of the TSO’s managers to the vertically integrated undertaking or to any part thereof, and *vice versa*, shall be made subject to transparent conditions clearly spelt out in the TSO’s Statutes and shall be duly followed accordingly, and none of such transfers shall be predetermined from the outset;

15.5. The TSO shall not hold any shares of the vertically integrated undertaking or of any part thereof; and

15.6. TSO's managers may hold not more than 1/5 of the shares of the vertically integrated undertaking or of any part thereof, and shall avoid any potential conflict of interest related to such a shareholding.

C. Operational and decision making independence of TSO

16. The TSO shall act as a transmission system operator for natural gas under the terms and conditions stipulated on the Law No 102/2015 "On the Natural Gas Sector", other applicable legal acts and the Transmission Grid Code.

17. The TSO shall inter alia be responsible for granting and managing third-party access, including collection of access charges and congestion charges, for operating, maintaining and developing the transmission system, as well as for ensuring the long-term ability of the transmission system to meet reasonable demand through investment planning.

18. When developing the transmission system, the TSO shall be responsible for planning (including authorisation procedure), construction and commissioning of the new infrastructure.

19. The TSO shall be independent in the investment planning as regards the transmission system pursuant to the requirements of the Law No 102/2015 "On the Natural Gas Sector" and other applicable legal acts, and shall therefore comply with the ten-year transmission network development plan approved and monitored by the Energy Regulatory Authority (hereinafter – "ERE").

20. TSO shall maintain at its disposal the required financial, technical, physical and human resources to carry out its tasks as the transmission system operator for natural gas in conformity with the requirements for its independence set on Paragraphs 16-19 of this Program.

21. None of the TSO operational activities and/or decision-making rights may be affected by commercial or any other interest of the vertically integrated undertaking or any part thereof.

IV. EXCLUSION OF THE DISCRIMINATORY CONDUCT

A. Access to the transmission system

22. The TSO shall ensure equal access to the transmission system to all participants and network users who meet the requirements set forth in the Law No 102/2015 “On the Natural Gas Sector”, other applicable legal acts and the Transmission Grid Code.

23. The TSO may refuse granting the access to the transmission system only on the grounds and in cases directly specified in the Law No 102/2015 “On the Natural Gas Sector”, other applicable legal acts and the Transmission Grid Code.

24. Granting access to the transmission system or refusal to grant such an access, as well as provision of the TSO’s services shall not result in any preferential treatment of individual participants and network users or, on the contrary, shall not be discriminatory towards any of such individual participants or network users.

25. The TSO’s employees shall deal with the requests for the TSO’s services received from participants or network users in a fair and non-discriminatory manner, not favouring any individual participant or network user that could result in an unfair commercial advantage.

26. Paragraphs 24 and 25 shall apply to the procurement and sale of services, pricing, access to exclusive services and customer services, including the promptness of the provision of individual services and their efficiency.

27. Tariffs and other charges for the TSO’s services shall be regulated under the terms and conditions stipulated in applicable legal acts, and shall be published on the TSO’s website and equally applied to all participants and network users matching respective criteria set in applicable legal acts and the Transmission Grid Code.

B. Competition and commercial relations

28. TSO activities shall not restrict or otherwise adversely affect fair competition in the natural gas market.

29. Any commercial and financial transactions by the TSO, including loan, credit and other financial agreements, as well as all transactions with related undertakings shall be

arranged exclusively on market conditions and in no case they may adversely affect the TSO's independence.

30. The TSO shall notify ERE of any concluded commercial and financial transactions referred to in Paragraph 29 and, upon ERE's request, provide copies of such transactions and relevant source documents commercial offers, statements of acceptance, memoranda, invoices, etc.

31. Copies of all contracts concluded by the TSO with other participants, network users and/or other third parties and relevant source documents (commercial offers, statements of acceptance, memoranda, invoices, etc.) shall be diligently stored and archived at the TSO's premises and shall be available to the TSO's compliance officer (hereinafter –“the Compliance Officer”).

C. Conflict of interest

32. In case of an existing or potential conflict of interest, the TSO's manager or employee shall notify the TSO's General Manager and the Compliance Officer without any delay, but in any case not later than the next business day, after he/she became aware of an existing conflict of interest or of any circumstance that may potentially cause a conflict of interest.

33. A conflict of interest shall mean any situation in which an occurred personal interest of the TSO's manager or employee, whether directly or through other related persons, or potentially may be incompatible with the TSO's unbundling, independence, market conduct and/or operational activities of TSO company or in which the TSO's manager or employee is or potentially may be in a position to derive a personal benefit from actions or decisions made in his/her official capacity as the TSO's manager or employee.

34. Within 10 (ten) days upon the notification of the conflict of interest, the TSO's manager or employee in question shall hold consultations with the TSO's General Manager and the Compliance Officer in order to prevent or eliminate the conflict of interest, or to terminate the employment or other relevant professional relations with the TSO in case of the failure or unwillingness of such a manager or employee to resolve the existing or potential conflict of interest.

35. All employment contracts concluded between the TSO and its managers or employees, as well as professional instructions for appointed managers shall provide

the possibility of termination of employment contracts or removal from the office of an appointed manager at the discretion of the TSO in case of the failure to prevent or resolve the conflict of interest or unwillingness of a manager or employee to resolve the existing or potential conflict of interest.

V. INFORMATION POLICY OF THE TSO

A. Provision of information

36. The TSO shall provide the operational and other relevant information of the transmission system and its services which is not protected as commercially sensitive information under the terms and conditions of applicable legal acts and this Programme. Provision of information shall be done in a fair, transparent and non-discriminatory manner. The TSO shall prevent any provision of information in a way that could, directly or indirectly, bring competitive advantage to any individual participant or network user. Public information shall be published on the TSO's website, as required by the Law No 102/2015 "On the Natural Gas Sector" and other applicable legal acts.

37. The TSO shall provide any other transmission system operator, distribution system operator, storage system operator and LNG system operator with sufficient information to ensure safe and efficient flow of natural gas between interconnected natural gas systems. Such information shall be provided under the terms and conditions stipulated in the Law No 102/2015 "On the Natural Gas Sector", other applicable legal acts and relevant system codes.

38. The TSO shall provide participants and network users with information necessary for efficient and unrestricted access to the transmission system. Such information shall be provided in an understandable and clear form and in a non-discriminatory manner under the terms and conditions stipulated in the Law No 102/2015 "On the Natural Gas Sector", other applicable legal acts and the Transmission Grid Code.

B. Confidentiality of information

39. The TSO shall ensure the confidentiality of commercially sensitive information obtained by TSO in the course of its operational and/or commercial activities, and shall take all reasonable and prudent measures to prevent commercially sensitive information regarding its own activities which may contain commercial value for other persons from any discriminatory disclosure.

40. For the purposes referred to in Paragraph 39, commercially sensitive information shall mean:

40.1. Information about management, operation and development of the transmission system, except for public information defined as such by the Law No 102/2015 “On the Natural Gas Sector” and this Programme;

40.2. Information containing trade secrets and other commercially sensitive information obtained by the TSO in the course of carrying out its activities;

40.3. Other information of commercial, financial or technical nature that came to the knowledge of the TSO's managers or employees in the course of and due to carrying out their professional activities, which is commercially sensitive and may, if obtained by certain participants, provide for a competitive advantage in the natural gas market; and

40.4. Information classified as confidential in confidentiality and/or non-disclosure agreements concluded by the TSO.

41. The TSO shall not disclose commercially sensitive information to any third party, except where:

41.1. Disclosure of information is expressly required by law, provided that such a disclosure takes place in the legally stipulated manner.

41.2. A prior written consent for disclosure is given by the person to whom the TSO has the obligation to preserve the confidentiality of information; or

41.3. When the information is no longer confidential due to its lawful public disclosure.

42. In case of disclosure of commercially sensitive information by the TSO to any third party under conditions stipulated in Paragraph 41, such a disclosure shall take place to the extent necessary for the TSO to provide its services and shall be in conformity with the confidentiality and/or non-disclosure agreement establishing the obligation of a third party regarding confidentiality of information received from the TSO, as well as establishing liability of such a third party in the event of non-

performance or improper performance of its confidentiality obligations.

43. The TSO shall preserve confidential information qualified as such under contracts with suppliers of products and/or services. Such suppliers shall also ensure that their managers and employees, who receive confidential information from the TSO, maintain confidentiality regarding any such information and do not disclose it to any third party unless otherwise expressly stipulated in relevant contract. Obligation to preserve confidentiality of information shall last during the entire period of contractual relations and after their termination until relevant confidential information becomes publicly disclosed in a lawful manner.

44. The TSO's managers and employees shall secure confidentiality of commercially sensitive information which they have at their disposal due to their professional duties. In particular, in order to secure confidentiality of commercially sensitive information the TSO's managers and employees:

44.1. Shall not leave the materials containing commercial sensitive information (i.e documents, electronic data storages, computers, tablets, smart-phones, *etc.*) unattended in public places;

44.2. Shall not discuss commercially sensitive information in public; and

44.3. When using electronic mail or any applications of online communication, shall carefully check the content of messages and addresses of recipients to avoid possible disclosure of commercially sensitive information to any third party.

45. Any written documents of the TSO containing commercially sensitive information shall be marked as such on their cover page.

46. Access rights to the TSO's information systems and databases, as well as access rights to shared disk drives and files shall be set so as not to favour any participant or network user. For this reason, any online transactions or actions posing a risk of disclosure of commercially sensitive information shall be clearly identified and a list of active access authorisations shall be maintained by the Compliance Officer and updated annually or, when necessary, more frequently.

47. All TSO's managers and employees, its authorised representatives, auditors and advisers shall not disclose commercially sensitive information to any third party throughout the duration of their appointment, employment or collaboration with the TSO and at least 3 (three) years onwards after the termination of such appointment, employment or collaboration unless:

47.1. A prior written consent for disclosure is given by the person to whom the TSO has the obligation to preserve the confidentiality of information;

47.2. The information is no longer confidential due to its lawful public disclosure;
or

47.3. Disclosure of relevant information is required by applicable law.

48. In case of disclosure pursuant to Paragraph 47, the TSO's managers, employees, its authorised representatives, auditors and advisers are obliged to ensure that commercially sensitive information is disclosed to all participants and network users simultaneously so as not to give any respective person an unfair commercial advantage in the natural gas market.

49. In compliance with the TSO's transparency requirements, it shall be ensured that all participants and network users are treated in a non-discriminatory manner and on equal terms when providing operational and other relevant information concerning the TSO's activities. If any commercially sensitive information is to be disclosed, it shall be ensured that all participants and network users are provided with this information simultaneously by publishing it on the TSO's website.

50. Confidentiality agreements with the TSO's appointed managers, employment contracts with the TSO's employees, as well as agreements concluded between the TSO and its authorised representatives, auditors and advisers shall provide for relevant obligations of respective managers, employees, authorised representatives, auditors and advisers regarding confidentiality of commercially sensitive information and shall establish the liability in the event of non-performance or improper performance of such obligations.

51. Any breach of the obligation to preserve confidentiality of commercially sensitive information, as required under this Programme and respective contracts, may be qualified as a gross violation of obligations of the TSO's manager, employee, authorised representative, auditor or advisor, and may give the TSO the right to claim for the compensation of damages.

C. Public information

52. Public information shall mean any information that is generally known as possessing a public character, or any information to which mandatory disclosure requirements established by applicable law are applied. Such information cannot be classified as confidential or commercially sensitive and shall be available to all participants, network users and any other third parties.

53. The TSO shall place on its website the following information:

53.1. The list of services offered by the TSO, information on tariffs and other conditions of provision of such services, including technical conditions for access and connection to the transmission system;

53.2. The methodology for determination of transmission tariffs for entry- and exit-points and the methodology for determination of the fee for connection to the transmission system;

53.3. Numeric information on volumes of technical capacity, contracted capacity and available capacity of the transmission system as regards entry- and exit-points – on a monthly basis;

53.4. Data on planned and actual volumes of natural gas being transported through the transmission system; and

53.5. Other information specified in the Law No 102/2015 “On the Natural Gas Sector”, other applicable legal acts and the Transmission Grid Code.

54. The TSO shall store the information referred to in Paragraph 53 for 5 (five) years from the date of its placement and shall produce it at the request of competent authorities of the Republic of Albania and of the Energy Community Secretariat.

VI. IMPLEMENTATION OF THE PROGRAM

A. Binding character of the Program

55. Provisions of this Programme are binding to all the TSO's managers and employees and, in cases referred to in this Programme and contracts concluded by the TSO or in applicable legal acts, implementation of certain provisions of this Programme is binding to the TSO's authorised representatives, auditors, advisors, contractors, participants, network users and other third parties.

56. All the TSO's managers and employees, its authorised representatives, auditors and advisors shall confirm by signing thereof that they are informed about this Programme and shall implement it. In case of changes of or amendments to this Programme, the Compliance Officer shall as soon as possible notify the TSO's managers, employees, authorised representatives, auditors and advisors of the content of such changes or amendments and respective managers, employees, authorised representatives, auditors and advisors shall confirm by signing thereof that they were duly notified regarding changes of or amendments to this Programme.

57. All the TSO's managers and employees shall be instructed on the implementation of this Programme on a regular basis (at least annually). New managers and employees shall be respectively instructed before starting their mandate or employment. Respective instructions shall be given by the Compliance Officer.

58. If any TSO's manager or employee becomes aware of a violation of any provisions of this Programme, such a manager or employee shall immediately notify the Compliance Officer.

59. Violation of any provision of this Programme may be qualified as a gross violation of obligations of the TSO's manager, employee, authorised representative, auditor or advisor, and may give the TSO the right to apply disciplinary actions under the terms and conditions stipulated in applicable legal acts, relevant contracts and/or the TSO's internal acts.

B. Monitoring the implementation of the Program

60. Continuous monitoring of proper implementation of this Programme shall be performed by the Compliance Officer who shall operate on the basis and within the powers provided by the Law No 102/2015 “On the Natural Gas Sector” and the contract concluded between the TSO and the Compliance Officer.

61. The Compliance Officer shall be appointed by the [*competent corporate body*] of the TSO, as specified in Paragraph of Article 47 of the Law No 102/2015 “On the Natural Gas Sector”, subject to the prior approval by ERE. Minimum requirements for the Compliance Officer’s professional qualities and other relevant selection criteria shall be established by the [*competent corporate body*] of the TSO and approved by ERE. Together with the candidacy for the Compliance Officer, the TSO shall provide ERE with the details on the candidate’s independence and compliance with minimum requirements for professional qualities and other relevant selection criteria.

62. The contract between the TSO and the Compliance Officer shall encompass requirements stipulated in the Law No 102/2015 “On the Natural Gas Sector” and this Programme, and shall be signed following the prior approval by ERE. For this purpose the TSO shall provide ERE with all the data and information necessary to justify the compliance with respective requirements.

63. The Compliance Officer shall be independent in carrying out its duties. For this purpose:

63.1. The Compliance Officer shall not perform any other professional duty and shall not be allowed to either directly or indirectly perform any other function or participate in business or be a business partner with any part of the vertically integrated undertaking or with its majority shareholders, or with any undertaking engaged in activity on the natural gas market other than transmission of natural gas (including combined operator, as the case may be);

63.2. The Compliance Officer shall have not been performing any other professional duty and either directly or indirectly performing any other function or participating in business or being a business partner with any part of the vertically integrated undertaking or with its majority shareholders for a period of at least 3 (three) years before the date of its appointment as the TSO’s Compliance Officer;

63.3. Upon termination of contractual relations with the TSO, the Compliance Officer shall not perform any other professional duty and shall not be allowed to either directly or indirectly perform any other function or participate in business or be a business partner with any part of the vertically integrated undertaking or with its majority shareholders, or with any undertaking engaged in activity on the natural gas market other than transmission of natural gas (including combined operator, as the case may be) for a period of not less than 4 (four) years; and

63.4. The Compliance Officer shall hold no economic interest in activities of or receive any financial benefit, directly or indirectly, from the vertically integrated undertaking or any part thereof, or from any undertaking engaged in activity on the natural gas market other than transmission of natural gas (including combined operator, as the case may be).

64. The Compliance Officer shall have sufficient powers as well as adequate financial and organisational conditions enabling, *inter alia*, to propose measures ensuring implementation of this Programme and to require for cooperation from the TSO's managers and employees when verifying and ensuring compliance with this Programme.

65. Remuneration of the Compliance Officer shall not be based on any performance evaluations by the TSO's management. Respective remuneration policies shall be clearly elaborated in the contract between the TSO and the Compliance Officer.

66. The Compliance Officer shall have access to all necessary data and premises of the TSO and to all information needed to carry out its duties. The Compliance Officer shall have access to the TSO's premises without prior notification.

67. The Compliance Officer shall have a right to attend all meetings of the TSO's managers and corporate bodies, including the general assembly, supervisory and management bodies, which have the obligation to notify the Compliance Officer of scheduled meetings and to provide with all information and materials necessary to participate at the meeting. The Compliance Officer shall attend all meetings that address the following matters:

67.1. conditions for access to the transmission system and use of the transmission network, in particular regarding prices and services related to access to the transmission system and use of the transmission network, as well as regarding capacity allocation and congestion management, transparency, balancing and secondary markets;

67.2. projects undertaken in order to manage the transmission system and to maintain and develop the transmission network, including investments in cross-border interconnection lines and connections; and

67.3. purchases or sales of energy necessary for the operation of the transmission system, including ancillary services and balancing service.

68. Apart from the right stipulated in Paragraph 67, the Compliance Officer shall have a right to take part in all meetings of the TSO's corporate bodies, managers or employees, including operational meetings. Responsible managers and/or employees shall notify the Compliance Officer of scheduled or unscheduled meetings.

69. In order to ensure the implementation and monitoring of this Programme and to fulfil its duties, the Compliance Officer shall in particular be in charge of:

69.1. monitoring the implementation of this Program;

69.2. elaborating an annual report, setting out the measures taken in order to implement this Programme and submitting it to ERE;

69.3. reporting to competent corporate bodies of the TSO and issuing recommendations on this Programme and its implementation;

69.4. investigation of and reporting to competent corporate bodies of the TSO on any alleged violations with regard to the implementation of this Programme, and submission of proposed solutions for necessary remedial measures;

69.5. investigation of potential or existing conflict of interest of the TSO's managers and employees, provision of consultations with regard to the prevention of such potential and remedying existing conflict of interest, as well as provision of proposed solutions for necessary remedial measures;

- 69.6. notifying ERE of any substantial breaches with regard to the implementation of this Programme;
- 69.7. reporting to ERE on any commercial and/or financial relations between the TSO and the vertically integrated undertaking or any part thereof;
- 69.8. submitting proposals to the TSO's competent corporate bodies, following prior approval by ERE, as regards the ten-year transmission network development plan or individual investments in the transmission network;
- 69.9. monitoring the TSO's compliance with the provisions of the Law No 102/2015 "On the Natural Gas Sector" and this Programme regulating confidentiality in the TSO's activities;
- 69.10. monitoring legislative and regulatory changes relevant for the application and implementation of this Programme;
- 69.11. providing consultations in relation to drafting and approving the TSO's internal acts and reflecting legal and regulatory changes in these acts;
- 69.12. responding to the questions of the TSO's managers and employees regarding this Programme;
- 69.13. instructing the TSO's managers and employees on this Programme, its implementation and, where relevant, its amendments, as stipulated in Paragraph 57;
- 69.14. coordinating communication with ERE, other competent authorities, participants and/or other third parties with regard to the implementation of this Programme.

70. While performing its activities, the Compliance Officer shall be entitled to provide opinions regarding any proposed TSO's internal document or action with regard to their compliance with applicable legal acts, including any legal and regulatory changes at stake, and with this Programme.

71. The Compliance Officer shall refuse any instruction or request from the TSO, its corporate bodies, managers, employees and/or any other representatives which are or

potentially may be in conflict with the mandate and/or independence of the Compliant Officer.

72. The Compliance Officer may be dismissed by the [*competent corporate body*] of the TSO, as specified in Paragraph 11 of Article 47 of the Law No 102/2015 “On the Natural Gas Sector”, subject to the prior approval by ERE.

C. Reporting on the implementation of the program

73. Each year, no later than by [31 March], the Compliance Officer shall prepare and submit to ERE a report on the TSO’s compliance with this Programme, which shall be published on the TSO’s and ERE’s websites.

74. The Compliance Officer shall submit a report referred to in Paragraph 73 to the Energy Community Secretariat.

75. The Compliance Officer shall report on a regular basis, either in an oral and/or written form, to the competent corporate bodies of the TSO with regard to the implementation of this Programme.

VII. FINAL PROVISIONS

76. This program shall be approved with the decision of [*competent corporate body*] of TSO company and within 5 (five) days after the adoption of such decision, shall be submitted at ERE for approval. This Program shall come into effect the next day after its approval by ERE.

77. Any amendments to this Programme shall be accepted and come into effect in the manner specified in Paragraph 76.