Frequency Ancillary Services
Terms and Conditions

Version applicable on 1 September 2022

The following translation is not binding

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1. FOREWORD

1.1 Purpose and Scope of Terms and Conditions

1.1.1 Subject:

To permanently ensure the instantaneous balance between generation and consumption of electrical energy, RTE implements Primary (Frequency Containment Reserve - FCR) and Secondary Frequency Control (or automatic Frequency Restoration Reserves -aFRR) by calling on the active power Automatic Reserves established at the level of the Reserve Providing Groups (RPG) of Reserve Providers (RP).

The role of Primary Frequency Control is to ensure, by automated means, through mutual potential participation of all of the Sites or Generation Units connected to the Public Transmission System or Public Distribution System Qualified to provide this Reserve in the Continental Europe Synchronous Area, the immediate restoration of the generation-consumption balance by maintaining the frequency within acceptable limits, following any disturbance or incident affecting this balance.

Following Primary Frequency Control action, the function of Secondary Frequency Control is to restore the generation-consumption balance within RTE's control area, under the agreements signed in ENTSO-E's Continental Europe Synchronous Area. To this end, it aims to automatically counteract power interchange deviations with all other control blocks in relation to the scheduled values and restore the frequency to its set-point value.

These Terms and Conditions apply to automatic frequency control only.

1.1.2 Scope

The Frequency Ancillary Services Terms and Conditions specify the technical, legal and financial conditions for RTE's acquisition from Reserve Providers of contributions to Frequency Ancillary Services from the various Qualified Reserve Providing Groups.

Each Reserve Provider has a Reserve Perimeter to which its generation or consumption type Reserve Providing Groups are connected. The principles relating to Reserve Perimeters are described in Article 4. The Qualification of a Reserve Providing Group to supply Automatic Reserves must be established prior to participation and in accordance with the provisions of Article 5.

The contracting of Reserves is done by call for tender in application of the Electricity Regulation, in accordance with the terms and principles described in Article 6. The remuneration of Reserves contracted with RTE is carried out in accordance with Article 10.

In France Reserves can be traded over-the-counter between Reserve Providers in accordance with Article 8. The opportunities for exchanges are limited according to the financial risk involved for RTE in accordance with Article 15.

To meet Obligations and Commitments to the supply of reserves, the Reserve Provider schedules its Reserve Providing Groups in accordance with the provisions of Article 7. In case of a negative Reserve Balance, established under the provisions of Article 11.1, RTE calculates the Compensation due by the Reserve Provider under the provisions of Article 11.2.

The pro rata activation of automatic frequency restoration reserves of Reserve Providing Groups participating in Automatic Frequency Restoration Reserve is replaced by merit order activation.The set

of rules for this activation are described in Article 12. In addition, RTE verifies the actual provision of Reserves through continuous monitoring of performance, which may give rise to a Notice of Failure followed by a Compliance order as well as financial consequences in accordance with Article 14.

The financial flows relating to activated control power between RTE and the Reserve Providers and Suppliers are described in Article 13.

The terms for establishing the various billing data are specified in Article 16. Finally, the transitional provisions that take precedence over those of other Articles of the Terms and Conditions are listed in Article 17.

Participation in downward Primary Frequency Control beyond the scheduled reserve as defined in Article 4.1 of the Reference Technical Documentation is not remunerated. Secondary Load-Frequency Control operating under “emergency” ramp as defined in Article 4.1 of the Reference Technical Documentation is remunerated according to the same terms as the “normal” ramp mode.

In addition, the fact that Units or Generation Units fulfil the expected behaviour in terms of the regulatory requirements or specific contractual provisions when the power system is outside of normal periods of operation does not constitute automatic frequency control within the meaning of these Terms and Conditions. The provisions relating to expected behaviours in downgraded mode are defined in the Reference Technical Documentation:

- article 3.4: power system safety - control of incidents - backup plans and defence;
- article 4.4: island operation capabilities; and
- article 4.5: network restoration / voltage recovery.

1.2 Legal framework

1.2.1 European legal framework

The EBGL sets out harmonised rules applicable to the whole of the European Union and govern the functioning of electricity balancing markets. It sets out rules for the procurement of balancing capacity, the activation of balancing energy and the financial settlement of balance responsible parties.

Specifically, in Article 16, it defines the role of balancing services providers. It specifies in particular that "a balancing service provider is required to obtain a qualification to place balancing energy bids or balancing capacities".

The EBGL also provides that all transmission system operators develop "terms and conditions for balancing service providers", as detailed in Article 18 of the Guideline.

These Frequency Ancillary Services Terms and Conditions constitute the "terms and conditions for balancing service providers", as provided for in Article 18 of the European Electricity Balancing Guideline.

Moreover, the SOGL requires TSOs to establish the conditions and methodologies defining the operating rules of the interconnected power system, as well as the roles and responsibilities of European TSOs within the continental Europe synchronous area. The provisions of the SOGL shall be taken into account and incorporated, where necessary, into these Terms and Conditions.

1.2.2 National legal framework

These Terms and Conditions fall within the framework defined by the French Energy Code.

These are established in application of article L. 321-11 of the French Energy Code governing the development of these Terms and Conditions, which are subject to approval by the French Energy Regulatory Commission: *"The national transmission system operator also monitors availability and implementation of the services required for operating the grid. In application of article L. 342-5, generators whose facilities have a constructive capacity for frequency or voltage control make this capacity available for the public transmission system operator, in accordance with the terms for participation and the rules for determining remuneration based on objective and non-discriminatory criteria, developed and published by the public transmission system operator. These terms and rules are approved by the French Energy Regulatory Commission prior to their implementation. The public transmission system operator draws up the necessary contracts for carrying out this mission".*

Thus CART Holders with Power-Generating Modules subject to a Constructive Capacity obligation for Automatic Frequency Control are required to make these available to RTE, in application of article L. 321-11 of the French Energy Code and according to the provisions of these Terms and Conditions.

CART Holders with Storage Units subject to a Constructive Capacity obligation for Automatic Frequency Control or Power-Generating Modules that are not subject to a Constructive Capacity obligation for Automatic Frequency Control but do have Certified Constructive Capacity, are required to make these available to RTE in application and in accordance with the provisions of these Terms and Conditions.

All market participants with a frequency regulation capacity wishing to make it available to RTE must sign a Frequency Ancillary Services Terms and Conditions Participation Agreement. Once the Participation Agreement is signed, the Participant is required to make its control capacity available in accordance with the provisions of these Terms and Conditions.

The frequency regulation is described in detail in the RTE Technical Reference Documentation (Article 4.1 for frequency control).

2. DEFINITIONS

All words or phrases used in this document that begin with a capital letter have the meanings attributed to them below.

Abatement	Amount requested by RTE from a Participant due to Reserve Failure.
Participation Agreement	Contract signed between RTE and a Frequency Ancillary Services Terms and Conditions Participant, a model of which is found in Annexe 1 of the Terms and Conditions.
aFRR or automatic Frequency Restoration Reserve	Automatic Frequency Restoration Reserve
Rolling Year	Period of twelve (12) months that begins and ends on a set day.
Annex	Annex of the Frequency Ancillary Services Terms and Conditions.
Uncontrolled Hydropower Input	Hydropower input intermittent in nature for the Reserve Provider (rain, melted snow or input from the hydraulic management of other players within the same hydraulic basin or catchment area), and under the Terms and Conditions, no longer allowing the Reserve Providing Groups concerned to participate in the automatic frequency control without discharging part of these inputs.
Article	Article of the Terms and Conditions.
LFC block	A part of a synchronous area or an entire synchronous area, physically demarcated by points of measurement at interconnectors to other LFC blocks, made up of one or several LFC areas, operated by one or more TSOs fulfilling the obligations of load-frequency control. France's LFC block structure, for which RTE is the block supervisor transmission system operator, within the Continental Europe Synchronous Area is identified and described in the common proposal on the determination of LFC blocks of the Continental Europe Synchronous Area under the terms of Article 141, paragraph 2, of the SOGL Regulation.
Daily Balance of Power Exchanges	Amount in MWh representing the degree of the Reserve Provider's financial exposure to RTE.
Reserve Balance	For a Reserve Provider, the difference between scheduled Reserves and Reserves contracted to it in accordance with its Reserve Obligation or Commitments and the balance of Reserve exchanges performed.

Specifications of the National Transmission System NTS	Agreement governing the terms and conditions of the concession by the State to RTE of the public transmission system, concerning the development, maintenance and operation of the PTS referred to in articles L. 321-4 and L. 321-5 of the French Energy Code. The specifications of the NTS are in the addendum of 30 October 2008 to the concession agreement of 27 November 1958 between the State and RTE.
Constructive Capacity(ies) or Automatic Frequency Control Constructive Capacities	Has the meaning stated in the Technical Reference Documentation.
Certified Constructive Capacity(s)	Minimum certified volume of Frequency Containment Reserve and/or Automatic Frequency Restoration Reserve applicable to Power-Generating Modules and Storage Units. The Certified Constructive Capacity value arises: i- either from Units subject to an order relating to the technical requirements of design and operation for the connection, Automatic Frequency Control Constructive Capacities as defined by the connection report step 3; ii- or, for other Units, either prior connection agreements or performance commitments, or performance established through the "reference data and performance maintenance" specifications in the Technical Reference Documentation. The Certified Constructive Capacity value results from the application of the Qualification Criteria described in Article 5.2 based on the requirements determined under the two points above. The Certified Constructive Capacity value is shown in Annex 4. The Certified Constructive Capacity value of a Reserve Providing Group is the sum of the Certified Constructive Capacity values of its Units.
Certified Market Capacity(ies)	Frequency Containment Reserve and/or Automatic Frequency Restoration Reserve values listed in Annex 4, certified for a RPG and validated in the Qualification Certificate of the RPG.
Upward Cross Border Marginal Price (or CBMP) for France (respectively Downward)	Upward Marginal Price for France (respectively Downward) sent by the PICASSO platform for the exchange of balancing energy from frequency restoration reserves with automatic activation.

Qualification Certificate (or Qualified, Qualification, or Certification of Qualification)	Certificate issued by RTE to a Reserve Providing Group concerning its capacity to provide Frequency Containment Reserve or Automatic Frequency Restoration Reserve.
Time Series	Set of declared values covering a Day at Half-Hourly Intervals.
Market Access Commission (or CAM)	Market Access Commission of the CURTE
French Energy Regulatory Commission (or CRE)	Energy regulator whose composition and powers are laid down in Title III of Book I of the French Energy Code.
Distribution System Access Contract or CARD	The contract referred to in article L. 111-91 of the French Energy Code defining the technical, legal and financial conditions for a User's access to a Public Distribution System in view of consumption and / or generation of electrical energy on the network. It is entered into by the User with the Public Distribution System operator.
Transmission System Access Contract or CART	The contract referred to in article L. 111-91 of the French Energy Code defining the technical, legal and financial conditions for a User's access to a Public Transmission System in view of consumption and / or generation of electrical energy on the network. It is entered into by the User with the Public Transmission System Operator.
Integrated Contract	A contract signed between the historic Supplier and a Consumer. The purpose of this contract is to define both the terms and conditions for the supply of electricity at regulated sales tariffs and the technical, legal and financial terms and conditions for access to the public electricity system.
Coordination Planning Contract	Contract under which RTE and a holder designated by the CART Holder agree to the terms of consultation, discussion and coordination for performing the maintenance, renewal, development and repair work of the PTS.
Additional Services Contract	Contract that RTE or a DSO may enter into with a Generator or Consumer relating to additional services carried out either under the RTE monopoly in its capacity as French TSO or under the monopoly of a DSO in its capacity as French DSO and for which the tariffs are set by the CRE in application of Article L.341-3 of the French Energy Code.

Metering Data Service Contract	Contract which RTE or a DSO may enter into with a Generator or a Consumer for a Site which is not directly connected to the System (metered site). This contract provides for the designation of a Balance Responsible Party to which the metered Site is attached and the description of the terms for metering of energy delivered to this metered Site. The metering service is included in the Additional Services Contract. The Metering Data Service Contract is the Additional Services Contract.
Single Contract	Contract combining the supply of electricity and access to and use of the Public Distribution System, signed between a Consumer and a single Supplier for one or more Delivery Points.
CURTE	Comité des Clients Utilisateurs du Réseau de Transport (transmission system client users committee).
Forecast Compliance Date	Date on which the Participant undertakes, at the latest, to end a Failure of its Generation Units.
Start of Failure	Start date of the Reserve Failure retained for the calculation of Abatements (this date may differ, in some cases, from the start of the actual technical failure).
Failure	Total or partial failure to deliver frequency control for a Reserve Providing Group, a Reserve Providing Unit or a Generation Unit, excluding failures arising from faulty RTE equipment.
DGEC	General Directorate for Energy and Climate.
DTR	Reference technical documentation of RTE, referred to in Article 35 of the Specifications of the PTS. The DTR specifies the practical terms of operation and use of the PTS. It is published on the RTE website.
Performance Deviation	Deviation between the observed performance of a Reserve Providing Group and the performance requested by RTE.
Reserve Commitment	Amount of Reserve contracted by the Reserve Provider by call for tender to be made available to RTE by the Reserve Provider, either directly by Scheduling, or indirectly by procuring Reserves.
Balancing Entity (or BE)	Balancing Entity has the meaning attributed to it in the MA-RE Terms and Conditions.
Scheduling Entity (or SE)	A Scheduling Entity has the meaning attributed to it in the MA-RE Terms and Conditions.

	The notion of a Scheduling Entity does not include that of a Consumption Scheduling Entity.
Consumption Scheduling Entity or Consumption SE	Consumption Scheduling Entity has the meaning attributed to it in the MA-RE Terms and Conditions. The notion of a Consumption Scheduling Entity is not included in the notion of a Scheduling Entity.
Reserve Providing Group (or RPG)	Grouping Sites that provide Reserve.
Decentralised Reserve Providing Group	Reserve Providing Group composed exclusively of Sites with maximum Upward or Downward Primary or Secondary Frequency Control capacity of less than or equal to 250 kW.
Alert State of the transmission system[1]	The Alert State means the system state in which the system is within operational security limits, but a contingency from the contingency list in accordance with Article 33 of the SOGL Regulation has been detected and in case of its occurrence the available remedial actions are not sufficient to keep the normal state. The Alert State of the system frequency is declared when: - the absolute value of the system frequency deviation is less than 200 mHz; And - the absolute value of the frequency deviation exceeds 50 MHz for over 15 min; - or higher than 100 mHz for more than 5 minutes. Coming out of the Alert State, i.e.: returning to a Normal State, occurs as soon as the absolute value of the frequency deviation is less than 50 mHz if the absolute value of the frequency deviation was greater than 50 mHz for more than 15 minutes or as soon as the absolute value of the frequency deviation is less than 100 mHz if the absolute value of the frequency deviation was greater than 100 mHz for more than 5 minutes. Frequency deviations are calculated in relation to the nominal frequency fn = 50.00 Hz.

[1] Article 18, paragraph 2 of SOGL

Emergency State of the transmission system[2]	The Emergency State of the system frequency is declared when the absolute value of the system frequency deviation is greater than 200 mHz Frequency deviations are calculated in relation to the nominal frequency fn = 50.00 Hz The exit from the Emergency State, i.e. the return to the Normal State, takes place as soon as the absolute value of the frequency deviation is lower than 50 mHz.
Normal State of the transmission system[3]	Situation in which the system is within operational security limits in the N-situation (situation where no transmission system element is unavailable due to occurrence of a contingency) and after the occurrence of any contingency from the contingency list, taking into account the effect of the available remedial actions.
FAT: Full Activation Time	Full activation time in seconds of the maximum volume of Automatic Frequency Restoration Reserve during the variation of an N level from 0 to +1 (or -1)
Frequency Containment Reserve (FCR)	Frequency Containment Reserve
Collection and Payment Fund	Account opened by RTE, tracking and centralizing the financial flows between Reserve Providers and Electricity Suppliers for the participation of Consumption Sites to Frequency Ancillary Services.
Supplier	Entity with which a consumer may enter into a contract for purchase of electricity, in accordance with Article L. 331-1 of the French Energy Code.
Gain (or K factor)	Primary Frequency Control Gain, in MW/Hz. This characteristic parameter of the regulation system of the Reserve Providing Group or Generation Unit determines the expected theoretical response of the Reserve Providing Group (MW) in terms of Primary Frequency Control when it differs from 50 Hz. In case of asymmetric gain the Upward Gain characterises the theoretical response expected when the frequency is less than 50 Hz and the Downward Gain the theoretical response expected when the frequency is greater than 50 Hz.
Bank Guarantee (or BG)	Means of financial security established in accordance with Annex 9.

[2] Article 18 of the SOGL code, paragraph 3 of SOGL
[3] article 3 of the SOGL

Distribution System Operator (or DSO)	Public distribution system operator, within the meaning of articles L. 111-51 and in accordance with the French Energy Code.
Generation Unit (or GU)	Association of rotating machines or static generators transforming primary energy (thermal, hydraulic, wind, tidal, solar, …) into electrical energy. A Generation Unit may need Auxiliaries to operate.
Hydroelectric Power Station	Generation Unit converting kinetic or potential energy of a mass of water into electrical energy with a hydraulic turbine
Nuclear Power Plant	A Thermal Power Plant that converts heat from fission of a nuclear fuel into electrical energy, using a steam turbine.
Thermal Power Plant	A power station that converts primary energy into electrical energy using a steam turbine or gas turbine.
Fossil Fuel Power Plant	A power station which converts energy from burning a fossil fuel into electrical energy, using a steam turbine or gas turbine.
Transmission System Operator (TSO)	Electricity transmission system operator
GIPSE	The GIPSE application (Gestion Informatisée des Périmètres et des Supports pour le système Electrique) is the entry point for Reserve Providers to : - request a modification of their Reserve Perimeter, in accordance with Article 4.3.1
Gate Closure	Deadline for submitting an initial Forecast Dispatch Schedule or a redeclaration of a Forecast Dispatch Schedule, orAutomatic Frequency Restoration Reserve Energy Bid or submission of an aFRR Capacity Bid.
Hour (or H, or h)	The hours indicated correspond to Paris time and a duration of 60 minutes.
System Access Deadline	This deadline has the meaning assigned to it in the MA-RE Terms and Conditions.
Payment Defaults	Failure to pay the full sum due by the agreed deadlines.
Compensation	Sum due by the Reserve Provider to RTE in the case of a negative Reserve Balance.
Unscheduled Unavailability	Unforeseen and unplanned unavailability of a Generation Unit, a control capacity or a PTS or PDS operation resulting from either an automatic or manual action to ensure the safety of persons or property, or the operational security of the electricity system.

Scheduled Unavailability	Planned unavailability of the PTS or PDS in accordance with the terms specified in the Coordination Planning Contract or, if there is no such contract, in accordance with the terms specified in the System Access Contract.
Stationary Electricity Storage Facility	See definition of a Stationary Storage Site
Day (or D)	Calendar day lasting 24 hours defined as follows: [00:00; 24:00[. Days on which the official time changes, as defined by decisions published in the Official Journal of the French Republic, comprise either 23 Hours or 25 Hours.
Business Day	Any one of the Days of the week, with the exception of Saturday, Sunday and Public and Bank Holidays.
Daily limit of Exchanges	Amount in MWh representing the Reserve Provider's maximum financial exposure to RTE.
Balancing Mechanism	Mechanism put in place by RTE, in application of article L. 321-10 of the French Energy Code to ensure the following two functions: Ensure generation-consumption balance in real time; and Resolve transmission system congestion. The rules relating to this mechanism are defined in the MA-RE Terms and Conditions.
Megawatt (or MW)	Unit of measurement of electrical power.
Compliance	Resolution of a Failure of a Reserve Providing Group consisting only of Sites associated with one or more Units with Certified Constructive Capacity.
Calendar Month or Month	Period commencing on the first Day of a month at 0:00 and ending on the last Day of the same month at 23:59.
Storage Unit	see Stationary Storage Unit.
NEMO	Nominated Electricity Market Operators Day-ahead and intraday electricity market operator as stipulated in the Commission Regulation (EC) 2015/1222
Exchange of Reserves Notification	Declaration from a Reserve Provider to RTE that a quantity of Reserve needs to be removed from a Reserve Perimeter to be transferred to another.
Notification or Notify	Written exchange of information between the Parties, respecting the format outlined in Article 3.5.9.

Reserve Obligation	Amount of Reserve for France's needs to be made available to RTE by the Reserve Provider, either directly by Scheduling, or indirectly by procuring Reserves.
Automatic Frequency Restoration Reserve Energy Bid or Energy Bid	All of the technical and financial conditions under which the Reserve Provider proposes to RTE the activation of Automatic Frequency Restoration Reserve of a RPG Qualified for Automatic Frequency Restoration Reserves. Chronologically, an Energy Bid is: "Submitted" or "Filed" and constitutes a "Submission" when an Energy Bid is received by RTE; "Modified" and constitutes a "Modification" when an Energy Bid is Submitted or Filed for a RPG and modified at any of the following Gate Closures by the Reserve Provider; "Rejected" and constitutes a "Rejection" when it is not established in accordance with the provisions of the Frequency Ancillary Services Terms and Conditions, and the Energy Bid cannot be Taken into Account by RTE; "Taken into Account" when as it is established in accordance with the provisions of the Terms and Conditions, the Energy Bid Submitted and/or Modified may be dispatched by RTE. The Taking into Account of an Energy Bid comes at the Gate Closure time following its Submission; "Activatable" when the Energy Bid price has been brought into compliance with the volume of Upward or Downward Automatic Frequency Restoration Reserves at the MP (matching process) and can be integrated into the list of bids that can be Activated by RTE. The Activatable Bid at a volume (Upward or Downward) corresponds to the MP volume of the RPG and the associated price after the matching process. "Activated" and is an "Activation": an Energy Bid is Activated when the Ni Level is not zero "Deactivated" and is a "Deactivation" when the level Ni goes to 0.
Automatic Frequency Restoration Reserve capacity offer or Capacity Offer	All of the technical and financial conditions under which the Reserve Provider proposes the contracting of Automatic Frequency Restoration Reserve capacity to RTE
Participant	Signatory to the Participation Agreement to the Frequency Ancillary Services Terms and Conditions (excluding RTE).

Symmetric participation	Ability of a RPG to supply a Reserve Type following an upward and downward reserve couple (Ru,Rd) such that Ru is equal to Rd.
Asymmetric Participation	Ability of a RPG to supply a Type of Reserve following an upward and downward reserve couple (Ru,Rd) such that Ru is different from Rd.
Party	A signatory to a Participation Agreement.
Half-Hourly Interval	Period of 30 consecutive minutes, the first of each Day starting at 00h00m00s.
10-Minute Interval	Period of 10 consecutive minutes, the first of each Day starting at 0h00m00s.
Penalty	Financial compensation paid by the Participant to RTE for not having provided compliant control within the prescribed deadlines.
Scheduling Perimeter	Perimeter composed of Scheduling and/or Forecast Entities and established in accordance with the MA-RE Terms and Conditions.
Reserve Perimeter	Set of Reserve Providing Groups of a Reserve Provider.
Validity Period	The length of time over which a Bid is Submitted or Filed by a Reserve Provider is valid and binding.
Delivery Period	Time period an Automatic Frequency Restoration Reserve capacity offer corresponds to.
PICASSO or PICASSO Platform	Project name for the European platform for the exchange of balancing energy from frequency restoration reserves with manual activation in accordance with Article 21 of the EBGL Code
Reference Schedule	Planning for unavailability, established in accordance with the Coordination Planning Contract of the generation and the transmission grid, and serving as a reference between RTE and the Scheduling Agent.
ENTSO-E Transparency Platform	Central information transparency platform established and operated by ENTSO-E. ENTSO-E publishes on this platform all data which TSOs are required to submit to the ENTSO-E in accordance with Commission Regulation EU No 543/2013 of 14 June 2013 concerning the submission and publication of data in electricity markets and amending Annex I to Regulation (EC) No 714/2009 of the European Parliament and of the Council. The platform is available at https://transparency.entsoe.eu/

Delivery Point	Physical point in the grid where the physical characteristics of a supply are specified.
Regulated Capacity Price	Regulated price of the Reserve Obligation remuneration.
Reference Spot Price	The Reference Spot Price for a given time interval is the average level of the French daily electricity market price established by the designated NEMOs in France on this time interval, volume weighted with the volumes handled by each NEMO at this time interval.
Scheduling	Commitment of a Reserve Provider to supply Reserve to RTE from the Reserve Providing Groups of its Reserve Perimeter.
Schedule or Forecast Dispatch Schedule	Forecast Dispatch Schedule as defined in the MA-RE Terms and Conditions.
Final Dispatch Schedule	Final Dispatch Schedule as defined in the MA-RE Terms and Conditions.
RACOON	Interface application between RTE and Reserve Providers allowing RTE to contract Automatic Frequency Restoration Reserve Capacity Offers
Primary Frequency Control	Automated mechanism for a Reserve Providing Group allowing it to adjust its generation or consumption following a frequency variation.
Secondary Frequency Control or Secondary Control Secondary Load-Frequency Control	Centralised automated mechanism (at RTE national dispatching level) to adjust the Reserve Providing Groups' generation or consumption so as to maintain the initial exchange schedule on the interconnections and the nominal frequency.
E&R	Network Code on Electricity Emergency and Restoration ("E&R") Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration.
EBGL Regulation	Electricity Balancing Guideline: Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing
Electricity Regulation	Regulation (EU) 2019/943 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity
SOGL	System Operation Guideline: Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation.

NEBEF Terms and Conditions	Experimental terms relating to the participation of demand response in the electricity market available on the RTE Website.
MA-RE Terms and Conditions	Terms and Conditions relating to Scheduling, the Balancing Mechanism and Recovery of Balancing Charges, available on the RTE website.
Frequency Ancillary Services Terms and Conditions or Terms and Conditions or FAS Terms and Conditions	These Terms and Conditions, available on the RTE Website
IS Terms and Conditions	Set of documents outlining the terms and conditions for access to RTE information systems and telecommunications and to the use of RTE applications for Frequency Ancillary Services.
ENTSO-E	European Network of Transmission System Operators for Electricity. Represents all European transmission system operators, covering technical and market activities. Commission Regulation (EC) 714/2009.
RTE (*Réseau de Transport d'Électricité*)	Public limited company transmission system operator carrying out its missions within the meaning of articles L. 321-1 and in accordance with the French Energy Code.
Public Distribution System (or PDS)	All the elements defined in Article L. 2224-31 of the General Code of territorial communities.
Public Transmission System (or PTS)	All of the elements mentioned in Article L.321-4 of the French Energy Code and in Decree No. 2005-172 of 22 February 2005 adopted for its application.
Reserve (Automatic)	Frequency Containment Reserve and/or Automatic Frequency Restoration Reserve.
Frequency Containment Reserve (FCR)	Symmetric reserve of active power in MW upward and/or downward for Reserve Providing Groups participating in Primary Frequency Control and allowing implementation of the latter.
Automatic Frequency Restoration Reserve (or aFRR)	Symmetric reserve of active power in MW, upward and/or downward for Reserve Providing Groups participating in Automatic Frequency Restoration Load-Frequency Control and allowing implementation of the latter.

Limited Energy Reservoir	Reserve Providing Group for which a continuous activation of the full reserve for two hours in the positive or negative direction could, without taking into account the effect of active management of the reservoir, lead to a limitation of its capacity to provide full activation of the Frequency Containment Reserve due to the depletion of its energy reservoir(s), taking into account the energy of the reservoir actually available.
Balance Responsible Party (or BRP)	Legal entity having signed a Participation Agreement with RTE to the MA-RE Terms and Conditions as Balance Responsible Party.
Scheduling Agent (or SA)	Legal entity having signed a Participation Agreement with RTE to the MA-RE Terms and Conditions as Scheduling Agent.
Reserve Provider (or RP)	Legal entity having signed a Participation Agreement with RTE to the Frequency Ancillary Services Participation Agreement and participating in frequency control (F/P).
Direction of the Reserve	Upward or downward reserve.
Ancillary Services (or SSY in French)	Services comprising Primary and Secondary Frequency Control, primary and secondary voltage control, as well as operating as a synchronous compensator.
Frequency Ancillary Services (or SSYf in French)	Services including Primary and Secondary Frequency Control.
Generation Site	This is a Site: - duly authorised within the meaning of Article L.311-1 of the French Energy Code, which injects electrical energy at one or more injection points on the System and for which either a Transmission System Access Contract, a Distribution System Access Contract, or a Metering Data Service Contract has been entered into; and comprising one or more Generation Units and, if applicable, one or more Auxiliaries;
Consumption Site	This is a Site: - belonging to a Consumer that consumes electrical energy; and for which either a Transmission System Access Contract, a Distribution System Access Contract, a Metering Data Service Contract, a Single Contract or an Integrated Contract has been signed; and.
Stationary Storage Site	This is a Site:

	- Associated with one or several Stationary Storage Units installed on a same Site and operated by the same User. The Site includes all the materials and equipment operated by the User. - for which either a Transmission System Access Contract, a Distribution System Access Contract, a Metering Data Service Contract, or a Single Contract has been signed; and Before a date C, communicated by RTE one (1) month in advance to Reserve Providers, a Stationary Storage Site is considered as a Consumption Site and the notion of a Stationary Storage Site in the body of these Terms and Conditions does not apply. From a date C, communicated by RTE one (1) month in advance to the Reserve Providers, a Stationary Storage Site follows its own obligations as described in these Terms and Conditions and the notion of Stationary Storage Site in the body of these Terms and Conditions applies.
Site	Establishment identified by the French national register of companies ID number (SIRET number), as defined by Articles R123-220 of the French Commercial Code, or, for sites that do not have this number, by the location of electricity generation or consumption. A site is either a Generation Site, a Consumption Site or a Stationary Storage Site.
RTE Website	RTE Website: services-rte.com.
STEP (pumped storage unit)	Hydroelectric Plant consisting of at least two basins located at different altitudes, and with a pumping capacity from a lower basin to an upper basin.
TOPNIVEAU	Interface application between RTE and the Reserve Provider allowing the Reserve Provider to manage Automatic Frequency Restoration Reserve Energy Bids
Reserve Type	Frequency Containment Reserve or Automatic Frequency Restoration Reserve.
Information System (or IS)	RTE IT environment, accessible to the Participant, which hosts RTE applications that allow the Terms and Conditions to be applied. The IS accessible via a connection protocol.
Unit	Power-Generating Module and/or Stationary Storage Unit

Power-Generating Module	Has the meaning stated in the Technical Reference Documentation.
Stationary Storage Unit	Has the meaning stated in the Technical Reference Documentation.
User	A legal or natural person who has entered into a Transmission System Access Contract, a Distribution System Access Contract, a Metering Data Service Contract, a Single Contract or an Integrated Contract permitting the use of the PTS or the PDS either injecting or withdrawing.

3. GENERAL PROVISIONS

3.1 Set of rules for revising the Terms and Conditions

3.1.1 Process for revision of the Terms and Conditions

As soon as new legislative or regulatory texts come into force relative to these Terms and Conditions, RTE undertakes, as necessary, to revise the Terms and Conditions to bring them into line with the new provisions in force. The Frequency Ancillary Services Terms and Conditions including its Annexes are revised according to the following procedure:

- RTE establishes a draft revision of these Terms and Conditions on its own initiative or at the request of one or several members of the Market Access Commission (CAM) or Participants;

- to draw up the draft revision, RTE coordinates with the DSOs on subjects relevant to them and includes all of the stakeholders throughout the development of the proposal, taking into account their opinions;

- RTE notifies the draft revision to Section 1 of these Terms and Conditions to the members of the CAM and the Participants;

- within a period specified in this Notification, not less than 1 calendar month, the members of the CAM may Notify their observations or counter-proposals to RTE: this is the consultation phase;

- After the deadline for the Notification of observations or counter-proposals mentioned above, RTE develops a new draft revision of these Terms and Conditions and notifies the CAM members and Participants. In the development of this new project, RTE takes into account observations from the interested parties, expressed during the consultation phase. RTE may refuse to take into account the comments submitted, but must give its reasons for doing so;

- RTE transmits the new project to the CRE, along with the results of the consultation, and, where relevant, justifies why any observations or counter-proposals were not retained;

- the CRE, in application of Article L.321-11 of the French Energy Code, approves the "Frequency Ancillary Services Terms and Conditions";

- within a period of 15 Business Days from the date of the approval decision of the CRE, RTE:

  - establishes the final revised version of the Terms and Conditions,
  - publishes the final revised version of the Terms and Conditions as well as the date of its entry into force on the RTE website,
  - notifies each Participant and each DSO concerned by the revision, via electronic mail with acknowledgement of receipt, or, if the Participant or the DSO requests it, by registered letter with return receipt requested, the availability of the final revised version of the Terms and Conditions on the RTE website, as well as the date of its entry into force.

The revision of the Frequency Ancillary Services Terms and Conditions has no impact on the validity of the Participation Agreement signed by the Participant to the Terms and Conditions. This Agreement remains in effect and implies acceptance of changes to the revised version of the Terms and Conditions published on the RTE website, without affecting the Participant's right to terminate its Participation Agreement in accordance with Article 3.4.1 of these Terms and Conditions.

The IS Terms and Conditions stipulate the specific terms of revision which deviate from the procedure outlined above.

3.1.2 RTE's responsibility in the event of revision of the Terms and Conditions

RTE cannot be held liable for the costs incurred by the Participants due to changes to the Terms and Conditions.

3.2 Terms for participation

3.2.1 Principles

These Terms and Conditions are applicable to parties who have signed a Participation Agreement to the Terms and Conditions as shown in the model in Annexe 1.

In the event of a contradiction between these Terms and Conditions and the terms of the Participation Agreement signed by the Participant, the provisions of the Participation Agreement shall prevail.

A CART Holder with Units with Certified Constructive Capacities must designate a Reserve Provider:

- by signing a Participation Agreement; or
- where relevant, by designating a third party market participant as Reserve Provider for Units with Certified Constructive Capacities by signing the attachment agreement described in Annex 18.

3.2.2 Types of participation

There are two types of participation:

- Contribution to automatic frequency control: in this case all of the Terms and Conditions apply to the Participant;
- Participation as a Supplier: in this case only Articles 1, 2, 3, 13.5, 15.5 apply to the Participant.

The type of participation is specified in the Participation Agreement.

The signing of a Participation Agreement for the contribution to automatic frequency control gives the Participant Reserve Provider status. RTE publishes the list of Reserve Providers on its website.

3.2.3 Request for participation

For a Reserve Providing Group to participate in automatic frequency control, a participant must first acquire the status of Scheduling Agent (in accordance with the MA-RE Terms and Conditions).

A participant wishing to participate in automatic frequency control must provide the following documents:

- The completed questionnaire in Annexe 14 or the KYC questionnaire available on the RTE Website;

- a copy dated within the last three (3) Months of the entries entered in the trade and companies register concerning the participant or any equivalent for companies located outside France and for operators not included in this register; and
- the profit and loss statement and annual balance sheet of the three fiscal years preceding the application or any equivalent document. If it is a new company, any document justifying its financial capacities, as well as a note describing the activity and the business plan.

A participant wishing to or required to participate in the Frequency Ancillary Services Terms and Conditions sends a duly completed and signed Participation Agreement to these Terms and Conditions to RTE, in accordance with the model in Annex 1, as Participant in the Frequency Ancillary Services Terms and Conditions. This Participation Agreement lays down the special conditions applicable to each Participant.

The Participation Agreement must be Notified to RTE, and accompanied by the list of documents given in the Participation Agreement model.

3.2.4 Processing of the application for participation and signing of the Participation Agreement

RTE has a period of ten (10) Business Days from the date of receipt of the Participation Agreement to examine the application and from completion of the KYC questionnaire.

The Participation Agreement requires a simple electronic signature in accordance with eIDAS Regulation 910/2014 of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market.

If a participant holds a Frequency Ancillary Services Terms and Conditions Participation Agreement that was terminated pursuant to the provisions of Article 3.4 then this participant may only sign a new Participation Agreement after providing proof that the situation has been resolved with RTE, particularly in the case of payment default.

3.2.5 Access to the RTE Information System

To participate in Scheduling for Frequency Ancillary Services, the Participant or DSO accesses the RTE Information System and uses the applications made available to it according to the terms defined in the Frequency Ancillary Services IS Terms and Conditions which can be viewed on the RTE website.

The Participant or DSO shall confirm it is aware of and has read the IS Terms and Conditions, which are an integral part of the Terms and Conditions.

3.2.5.1 Tests related to the Participant's Information System

To be able to sign the Participation Agreement, the Participant must have participated in the tests relating to the Information System implemented by RTE. The success of these tests is formalised by a report.

Moreover, if a change to the Terms and Conditions leads to changes in the information exchange process between RTE and the Participants, new tests are proposed by RTE to the Participants concerned by the change.

RTE will announce a test session to the Participants a minimum of 1 month ahead of time.

RTE reserves the right to delay implementing a change if the failure of the tests by one or more Participants is likely to jeopardise the proper functioning of the RTE operational process.

3.2.5.2 Backup Mode set up

In the event of a failure of the Information System, the Participant shall be informed that a backup mode has been put in place in accordance with the procedures specifically described in Section 1 of the MA-RE Terms and Conditions concerning scheduling or according in the Frequency Ancillary Services IS Terms and conditions.

3.3 Set of rules for assignment and transfer of the Participation Agreement

A participant may transfer its Participation Agreement as a Reserve Provider to a third party. For the transfer to be made to RTE (the party ceding), the new Reserve Provider (the assignee) must Notify RTE of the transfer at least three (3) months before the effective date of the operation, provide RTE with a Bank Guarantee (if providing a Bank Guarantee is required under these Term and Conditions) and sign an amendment to the Participation Agreement noting the transfer.

The assignment of the Participation Agreement does not result in the transfer of the assignor participant's Reserve Perimeter to the assignee participant. The transfer of the Reserve Perimeter must take place in accordance with the procedure outlined in Article 3 and onwards of these Terms. In particular, the assignee should refer to RTE Annex 4, duly completed.

The assignee and assignor participants are jointly and severally liable for any obligation under the Participation Agreement subject to the assignment.

If relevant, a clause concerning the assignment is added to the amendment to the Participation Agreement. By this clause, the assignee participant accepts to substitute for the assignor participant and to be liable for all amounts owed by the assignor since the date of signature of the Participation Agreement by the assignor.

In the event of an operation involving universal transfer of the participant's assets (outgoing participant) to another entity (the beneficiary participant), the outgoing participant Notifies RTE at least three (3) months before the effective date of the operation. The Participation Agreement is automatically transferred to the beneficiary participant, on condition that the latter signs an amendment to the Participation Agreement and provides a Bank Guarantee (if a Bank Guarantee is required under these Term and Conditions). The beneficiary participant shall be liable for all amounts due by the outgoing participant since the date of signing of the Participation Agreement by the outgoing participant.

3.4 Set of rules for termination of the Participation Agreement

3.4.1 Termination on the part of the Participant

If a Participant is the Holder of a CART for a Unit with Certified Constructive Capacities, it cannot terminate its Participation Agreement.

Otherwise, a Participant may terminate its Participation Agreement at any time, provided its Reserve Perimeter is empty (Annex 4).

The Participant shall Notify RTE of such termination of the Participation Agreement, specifying the effective date of termination.

In any case, the latter cannot be earlier than:

- the first Day of the Calendar Month M+2, if Notification was received by RTE ten (10) Business Days before the end of the Calendar Month M;
- the first Day of the Calendar Month M+3, if Notification was received by RTE ten (10) Business Days before the end of the Calendar Month M;

Notwithstanding the termination of its Participation Agreement, the Participant remains liable to RTE for the payment of any amount due under these Terms and Conditions, and including all compensation, deductions or penalties of any kind due in application of Article 16.

3.4.2 Termination by RTE

3.4.2.1 Requirements

Providing the Participant is not the Holder of a CART for a Unit with Certified Constructive Capacities, RTE may terminate the Participant's Participation Agreement without compensation in the cases exhaustively listed below:

- the Participant has not fulfilled its obligations to deliver the Frequency Ancillary Services due in application of the Terms and Conditions; or
- the Participant has not settled the invoices issued by RTE in accordance with Article 16; or
- the Participant, having not responded to formal notice after the time limits set, did not, pursuant to Article 15.5, make a payment to the Collection and Payment Fund or did not Notify RTE of a new Bank Guarantee in accordance with the provisions of the same Article.

3.4.2.2 Official notice, settlement and termination

RTE Notifies the Participant of the conditional termination of the Participation Agreement by registered letter or email with acknowledgement of receipt. This Notification:

- specifies the legitimate basis for official notice and subsequent termination;
- summons the Participant to fulfil the obligations referred to in the official notice;
- sets the deadline for the Participant to fulfil the obligations referred to in the official notice.

RTE informs the CRE and the DGEC of its intention to terminate the Participation Agreement.

If the situation is settled within the deadline set in the official notice, RTE Notifies the Participant of the continuation of the Participation Agreement, and informs the CRE and the DGEC.

In accordance with Article 16, A Participant may not enter into a new Frequency Ancillary Services Participation Agreement if it has not settled the situation with RTE with respect to these Terms and Conditions, in particular as regards its financial obligations.

Notwithstanding the termination of its Participation Agreement, the Participant remains liable to RTE for the payment of any amount due for its participation in the Frequency Ancillary Services, and on the basis of invoices issued by RTE concerning a period prior to the termination. It is stated in this regard that RTE may issue invoices to the Participant at a later date to the termination if these invoices relate to periods prior to the termination.

3.5 General terms and conditions of execution

3.5.1 Liability

RTE, the Participant and, where relevant, each DSO, share liability for other direct damages and any financial and technical damages that they cause.

In contrast, RTE, the Participant and if applicable the DSO concerned under no circumstances share liability for indirect damages.

Moreover, the Compensation, Penalties and Abatements paid by the Participants to RTE under the Terms and Conditions grant full and final discharge.

Each System Operator is liable under the conditions of ordinary law to Reserve Providers for any direct damages from delays in the data transmission or errors in the transmission of data required for the proper execution of these Terms and Conditions.

The Participant or the System Operator claiming injury shall inform the Party or the System Operator that it deems liable by Notification, at the earliest possible time following injury.

3.5.2 Mandate for data exchanges

Each DSO can assign implementation of all or part of the data exchanges to a representative as per Articles 3.5.3.1 and 4.3.1.3.2 of these Terms and Conditions.
The assigned DSO shall remain liable for the damages resulting from the performance or non-performance of all the obligations set out in Articles 3.5.3.1 and 4.3.1.3.2 of these Terms and Conditions; notwithstanding such a mandate.

The mandate as provided for in this Article is Notified to RTE in accordance with the model set out in Annexe 177.

3.5.3 Operational exchange conditions

3.5.3.1 Terms and procedure for data exchanges between the DSO and RTE

At least five (5) Business Days before the end of each month M and this even if there is no change in the Reserve Perimeter initiated by the Reserve Provider, the DSO Notifies RTE the description of all of the Sites connected to its network and belonging to a Reserve Providing Group, taking into account any requests for changes transmitted to it by the Reserve Provider no later than ten (10) Business Days before the end of the month M and withdrawals made at the initiative of the System Operator no later than ten (10) Business Days before the end of the month M.

This Notification specifies, for each Site:

- the reference of Site, as specified in Article 4.3.1.1.2;

- the Reserve Provider of the Site;
- the “remotely-read” or “profiled” nature of the load curve of the Consumption Site;
- the identity of the BRP of the Site;
- the identity of the Supplier of the Consumption Site;
- the Fixed Scale of the Consumption Site; and
- the name of the Reserve Providing Group of the Site;

The precise arrangements for data exchange between the DSOs and RTE are described in the Frequency Ancillary Services IS Terms and Conditions.

3.5.3.2 Set of rules for operational exchanges between DSOs and Reserve Providers

Operational exchanges between Reserve Providers and Distribution System Operators are made according to the provisions laid down in specific technical agreements previously signed between the Reserve Provider and the DSO.

3.5.4 Confidentiality

3.5.4.1 Nature of the confidential information

In application of Articles L.111-72 L.111-73 of the French Energy Code, RTE and the DSOs are required to uphold the confidentiality of economic, commercial, industrial, financial or technical information which, if revealed, would infringe the rules on free and fair competition and non-discrimination. The list of information and the conditions for their use are laid down in Articles R. 111-26 and onwards of the French Energy Code.

For information not covered by these articles, each Party determines which information, of any kind and on any media, it deems to be confidential and informs the other Party of the confidential nature of this information.

The notion of confidential Information does not include:

- any information the recipient party of the information (hereafter “Recipient Party”) can demonstrate:
    - that this information falls into the public domain at the time of its transmission by the party disclosing the information (“Disclosing Party”) or fell into the public domain in the course of this exchange, without the Disclosing Party having violated its obligations of confidentiality under the Terms and Conditions; or
    - that it was already aware of this information prior to its communication by the Disclosing Party or that it developed it independently; or
    - that it has been released from its confidentiality obligation with regard to this information by prior written agreement from the Disclosing Party; or
    - that it has received this information from a third party, lawfully, without violation of the provisions of this Article;

- the public indicators of the Balancing Mechanism described in Section 1 of the Terms and Conditions.

The transmission of confidential Information by the Disclosing Party does not imply any assignment or transfer of any right to the information provided to the Recipient Party, outside of what is stated in the Terms and Conditions.

3.5.4.2 Content of the confidentiality obligation

Without prejudice to the regulatory and legal requirements mentioned above, the recipient Party of confidential information can only use it in the context of implementing these Terms and Conditions and cannot disclose the information to third parties without the prior written agreement of the other Party and provided that any third party recipient of confidential information uphold the same confidentiality commitments as those defined in this article.

To this end, the recipient Party of confidential information undertakes on behalf of its employees, subcontractors and any natural or legal person that it mandates to participate in the implementation of these Terms and Conditions, to ensure all appropriate measures are met, in particular contractual measures, to guarantee that information in their possession remains confidential. Moreover it shall take all necessary measures to ensure the physical protection of such information, including during its storage.

Each Party shall notify the other Party at the earliest opportunity of any violation or presumed violation of the obligations arising out of this Article.

The obligations arising from this Article do not apply if the recipient Party of confidential information provides evidence that at the time of its disclosure, the information was already accessible to the public or that since its disclosure it has received this information from a third party, lawfully, without violation of the provisions of this Article.

3.5.4.3 Duration of the obligation of confidentiality

The Parties undertake to respect the present confidentiality commitment for a period of three (3) years following the expiry or termination of the Participation Agreement.

3.5.5 Intellectual Property

The signing of a Participation Agreement may in no way be interpreted as conferring on a Party, either implicitly or explicitly, an operating right, a license or any ownership rights, in respect of any intellectual or industrial property rights attached to the information or tools that may be provided or sent under the terms of this Participation Agreement.

The Parties undertake not to claim any industrial or intellectual property right on the information or tools made available or sent by the other Party under the terms of this Participation Agreement.

Each Party remains the sole judge of the appropriateness and conditions of protection of its own information or tools, without prejudice to the provisions of Article 3.5.4.

3.5.6 Force majeure

Force majeure refers to natural and unavoidable external events that interrupt the expected course of events and restrict one or the other of the Parties from fulfilling obligations of all or part of the contractual obligations.

In addition, in application of Article 19 of the PTS Specifications, the following exceptional circumstances are considered by the Parties to be force majeure events:

- destruction resulting from acts of war, riots, looting, sabotage, terrorism, tortious acts;
- damage caused by accidental or uncontrollable events attributable to third parties, such as fires, explosions or plane crashes;
- natural disasters within the meaning of the law n° 82-600 of 13 July 1982 as amended;
- sudden, unscheduled and simultaneous unavailability of several generation facilities connected to the Public Transmission System, if the unavailable power is greater than the amount provided for in application of the security rules referred to in Article 28 of the PTS Specifications;
- withdrawal of installations from service imposed by the public authorities for defence or public safety reasons provided this decision is not the result of the behaviour or inaction of RTE;
- weather phenomena of an exceptional scale in terms of impact on the networks.

Furthermore, the Parties agree to attribute load shedding inevitably resulting from employee strikes to an event of force majeure in the only case where they have characteristics of force majeure.

The Parties are not responsible for and are not obliged to repair damage incurred by either Party as a result of non-execution or faulty execution of all or part of their contractual obligations, when this non-execution or faulty execution is caused by the force majeure event or attributed as such, in accordance with Article 19 of the aforementioned Specifications.

The Party invoking a force majeure event or attributing one as such in accordance with Article 19 of the aforementioned Specifications informs the other Party as soon as possible, specifying the nature of the force majeure event invoked and its probable duration.

Any Party invoking a force majeure event has an obligation to use all means at its disposal to limit its scope and duration.

3.5.7 Unforeseeability

Each Party acknowledges that the provisions of Article 1195 of the French Civil Code do not apply to it with respect to the obligations laid down in the Participation Agreement and these Terms and Conditions and that they are not entitled to make any claim under Article 1195 of the French Civil Code.

3.5.8 Settlement of Disputes

In the event of a dispute concerning the interpretation or the implementation of the Participation Agreement, its amendments and/or Terms and Conditions, the Parties undertake to meet to seek an amicable solution.

To this effect, the requesting Party sends a Notification by registered letter or email with acknowledgement of receipt to the other Party stating:

- The reference of the Participation Agreement (title and date of signing);
- The subject of the dispute; and
- The proposal for a meeting with a view to settling the dispute.

If no agreement or response is received within thirty (30) Days of the aforementioned Notification, it may be referred to the CRE by one of the Parties, under the conditions defined in Article L. 134-19 of the French Energy Code.

Disputes that are brought before a court are referred to the Paris Commercial Court (tribunal de commerce).

3.5.9 Notifications

All Notifications for the Application of the Terms and Conditions are made in writing and transmitted by one Party to the other Party:

- Either in the hand in exchange for a receipt;
- or by letter with acknowledgement of receipt;
- or by fax with notice of receipt;
- or by email with acknowledgement of receipt.

The date of Notification is deemed to be:

- The date indicated on the receipt for a hand delivery on a Business Day or the next Business Day after the hand delivery date if this date is not a Business Day;
- for a registered letter with acknowledgement of receipt, postmark indicating:
    - the effective date of delivery of the mail;
    - otherwise, if the mail is not delivered:
        - if the mail is refused, the date of refusal;
        - if the mail has not been accepted within a period of 15 days following first presentation, the date of first presentation of the mail at the address declared by the recipient.
- the Day and Time of the acknowledgement of receipt transmitted by fax, for a fax delivery;

- the Day and Time of the acknowledgement of receipt transmitted by the IT system of the receiving Party, for an electronic delivery

3.5.10 Rules for rounding

All rounding follows the rule of 0-1-2-3-4 rounded down and 5-6-7-8-9 rounded up (to the nearest value).

The Regulated Capacity Price used to calculate the remuneration and reference price of the Terms and Conditions, multiplied by the price revision factor (rounded to five digits after the decimal point), then rounded to three digits after the decimal point.

All the powers in MW and capacities in hMW are rounded to the nearest integer (Reserve Obligations, Forecast Dispatch Schedule, Final Dispatch Schedule, aFRR and FCR capacity and Energy Bids).

All of the control energies at the Half-Hourly Interval or 10-Minute Interval in MWh are rounded to three digits after the decimal point.

The Daily Exchange Limit in hMW is rounded to the nearest integer.

The secondary frequency control levels (between - 1 and + 1) are rounded to two decimal places.

Factor a, ratio of upward/ downward compensation is rounded to three figures after the decimal point.

The frequency in Hz is rounded to three figures after the decimal point.

Remunerations, Abatements, Penalties and Compensation in Euros which serve as a reference for preparation of the invoice are the remuneration, Abatements, Penalties and Compensation rounded to two digits after the decimal point by half-Hourly Interval.

3.5.11 Governing law and language of the Terms and Conditions

These Terms and Conditions are governed by French law.

Notwithstanding any translations that might be made of them, whether certified or not, the authentic language for their interpretation or execution is French.

3.5.12 Territoriality of the terms and conditions

The Participation Agreements and the provisions of the Terms and Conditions apply throughout the French metropolitan territory. They are not applicable in French overseas territories and departments or in Corsica.

3.5.13 Personal data

In accordance with the execution of the obligations set out in the Participation Agreement and these Term and Conditions, each Party guarantees the other Party the fulfilment of its legal and regulatory obligations with regard to the protection of personal data, in particular the amended Act no. 78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

4. RESERVE PERIMETER

4.1 Notion of Reserve Perimeter

Each Reserve Provider has a unique Reserve Perimeter. A Reserve Perimeter can be either empty or made up of one or several Reserve Providing Groups, as defined in Article 4.2.

For all Reserve Providing Groups in its Reserve Perimeter, the Reserve Provider must implement a maintenance plan for the materials it depends on to perform Frequency Control defined in Article 14.2.

4.2 Reserve Providing Groups

4.2.1 Composition of a Reserve Providing Group

A Reserve Providing Group must be a single Consumption SE or a single SE except for historical Reserve Providing Groups established prior to 1 January, 2016, which may consist of multiple SEs.

The Sites associated with the same Unit with Certified Constructive Capacity must belong to the same Reserve Providing Group.

4.2.2 Characteristics of a Reserve Providing Group

At the end of the Qualification Certification process described in Article 5, RTE and the Reserve Provider jointly establish the intrinsic characteristics of a Reserve Providing Group. For generation type Reserve Providing Groups, the characteristics are described by Generation Unit. These intrinsic characteristics are the following:

- Qualification either for Primary Frequency Control only, or for Secondary Frequency Control only, or for both types of frequency control;
- For each Reserve Type, the qualification for either only symmetric, only upward, only downward, symmetric, and/or asymmetric.
- Frequency Containment Reserve and/or Automatic Frequency Restoration Reserve Certified Constructive Capacity values corresponding to the sum of the Frequency Containment Reserve and/or Automatic Frequency Restoration Reserve Certified Constructive Capacities of the Units associated with the Sites or Generation Units belonging to the Reserve Providing Group. These values have a resolution of 0.1 MW;
- Frequency Containment Reserve and/or Automatic Frequency Restoration Reserve Certified Market Capacity values: Certified maximum reserve, maximum certified Frequency Containment Reserve and maximum certified Automatic Frequency Restoration Reserve. The maximum Reserve is less than or equal to the sum of the maximum Frequency Containment Reserve and the maximum Automatic Frequency Restoration Reserve. These values can differ in an upward or downward direction. These values have a resolution of 0.1 MW;

- Maximum duration of Frequency Control for Frequency Containment Reserve if relevant (or no maximum duration of Frequency Control if not). If it is less than 2 hours, it is the length of time that the reserve is kept at its maximum;
- Gain (or minimum Gain) in MW/Hz, or dynamic Gain for a Reserve Providing Group Qualified to provide Frequency Containment Reserve (according to the descriptions in Article 13.1.1).;
- Possible presence of a limiter;
- The value of the potential dead band (insensitivity) of the frequency control device in mHz (the speed control for a Generation Unit); and
- The type of servo control of the frequency controller. Control devices enabling a strictly linear response of the Reserve Providing Group power as a function of the frequency variation are "servo-controlled electrical power" Control devices which can respond to the signal frequency approaching a linear response may be admitted ("opening" type servo control for speed controllers of Generation Units). These are subject to an agreement between the Parties;
- For Reserve Providing Groups qualified for Automatic Frequency Restoration Reserves, the FAT for certified automatic frequency restoration reserve; and
- The name of the Scheduling Entity or Consumption SE making up the Reserve Providing Group.

4.2.3 Conditions on Reserve Providing Groups

4.2.3.1 Conditions applying to all Reserve Providing Groups

A Reserve Providing Group must contain a minimum of one Site or one Generation Unit.

A Reserve Providing Group can only be connected to one Reserve Perimeter.

A Reserve Providing Group must be Qualified, in accordance with Article 5.

The maximum Frequency Containment Reserve of a Reserve Providing Group must not exceed 150 MW. This limit represents 5% of the Frequency Containment Reserve of the Continental Europe Synchronous Area, and is fixed in accordance with Article 156, paragraph 6, point (a) of the SOGL.

The Reserve Providing Group must be directly or indirectly connected by the Reserve Provider to RTE's telecontrol information exchange system for real time reception of the Load-Frequency Control level and transmission of telemetry data. Connection to RTE's telecontrol information exchange system is done according to the telecommunication protocols defined in the IS Terms and Conditions. For new requests for connection to the RTE information system, the ownership limits of the connection to RTE's telecontrol IS are defined in the IS Terms and Conditions.

For a Reserve Providing Group, the Scheduling Agent of the Scheduling Entity or Consumption SE included in the composition of the Reserve Providing Group must be the Reserve Provider.

A SE can only belong to one Reserve Providing Group.

A Consumption SE can only belong to one Reserve Providing Group.

The effective market participation of a Reserve Providing Group is conditional on the following criteria being met for all the Sites that comprise it:

- For Sites directly connected to the PTS: the signing of the final operating agreement;
- For Sites indirectly connected to the PTS: the signing of the final operating agreement or, where applicable, the obtaining of the "final operational Notification";
- For Sites connected to the PDS: commissioning of the Site (which includes the start of operations, the Distribution System Access Contract and the attachment to the Balance Perimeter).

4.2.4 Conditions applying to Generation Units or Sites forming part of a Reserve Providing Group

4.2.4.1 Conditions to be verified by the System Operator to which the Generation Unit or Site is connected

4.2.4.1.1 Provisions applicable to all Sites

A Generation Unit or Site must be directly or indirectly connected to the PTS or to the PDS.

A Generation Unit or Site can only belong to one Reserve Providing Group.

A Reserve Providing Group includes only Generation Units or Sites in mainland France.

All Generation Units or Sites of a Reserve Providing Group must have a valid transmission system access contract (CART, CARD, Metering Data Service Contract or Single Contract).

4.2.4.1.2 Provisions applicable only to Consumption Sites

The control capacity of a Consumption Site cannot be provided by a Generation Unit that is part of a Consumption Site. If a Reserve Provider wishes to provide Reserves by means of a Generation Unit set up on a Consumption Site, a Metering Data Service Contract must be drawn up for the Generation Unit concerned.

To connect a Consumption Site to a Reserve Providing Group the Reserve Provider must have obtained prior written agreement, which can be by email, of the CART, CARD, Single Contract or Metering Data Service Contract holder of the Consumption Site.

The Reserve Provider is responsible for the validity of this agreement at all times from the signing date of the agreement, for the duration of the Participation Agreement, and up to any termination of the agreement. If several documents relating to the agreement coexist for a same Consumption Site, only the document with the oldest signature date is valid, unless this agreement has been terminated. The other documents are considered invalid.

This prior and written agreement contains:

- Authorisation for the Reserve Provider to involve the Consumption Site in the Frequency Ancillary Services;

- The commitment to be free, on the effective date of connection to the Reserve Perimeter as stated in the agreement, of any contract signed previously with another Reserve Provider for this Consumption Site;
- For Consumption Sites connected to the PTS, the authorisation to allow RTE to adjust the Consumption Site's consumption of the activated control power, in accordance with Article 13.3.2;
- For Consumption Sites connected to the PDS by CARD contract, the commitment to provide the name of its Supplier via Annexe 6 to the System Operator the Consumption Site is connected to, within a time period consistent with the procedure for connecting the Consumption Site with a Reserve Perimeter described in Article 4.3.1.3;
- For Consumption Sites connected to the PDS with subscribed power strictly greater than 36 kVA, the confirmation, from the DSO where relevant, that the anticipated conduct in terms of the provision of Frequency Ancillary Services is compatible with the conditions of access to the PDS of its Consumption Site;
- Authorisation for the Reserve Provider to transmit the telemetry data from the Consumption Site to RTE; and
- Authorisation to grant RTE access to the Consumption Site concerned, for RTE to carry out the necessary audits concerning telemetry, transmission and chains of command systems for activation of Reserves.

This written agreement is sent to the System Operator during the request for changing the Reserve Perimeter, and should only contain one date of signature.

4.2.4.1.3 Provisions applicable only to Generation Units, Generation Sites and Stationary Storage Sites

The Reserve Provider must have the agreement of the Balance Responsible Party for all the Generation Units, Generation Sites or Stationary Storage Sites making up the Reserve Providing Groups, established in accordance with Annexe 5. These agreements are not required in the case where the Balance Responsible Party of the Generation Units, Generation Sites or Stationary Storage Sites is the Reserve Provider.

4.2.4.2 Conditions to be verified by RTE

The Reserve Provider must have, for all Generation Units, Generation Sites or Stationary Storage Sites constituting the Reserve Providing Group, valid agreements established in accordance with annex 6 of section 1 of the MA-RE Terms and Conditions. If RTE receives several valid agreements for a same Generation Unit, for a same Generation Site or a same Stationary Storage Site, RTE will only consider, for the connection of the Generation Unit, Generation Site or Stationary Storage Site to a Reserve Perimeter, the agreement with the oldest signature date, unless if this agreement has been terminated. These agreements are not required in the case where the holder of the transmission system access contract or the Metering Data Service Contract is the Reserve Provider.

Each Reserve Providing Group must have active power telemetry at 10-second intervals.

The Reserve Provider must maintain in operating condition the elements of the data acquisition system it is responsible for. The Reserve Provider must transmit to RTE in real time the telemetry data of each Generation Unit or Site making up its Reserve Providing Group or aggregated telemetry data on the scale of the Reserve Providing Group.

If aggregated telemetry data is supplied in real time, the Reserve Provider must be able to provide the individual telemetry of each Generation Unit or Site at the request of RTE. Telemetering must cover all of the electrical circuits for the Site. The telemetry device must be consistent with the provisions of Article 4.7 of RTE's Reference Technical Documentation and the provisions of the telecontrol specifications applicable to the RPG. RTE can carry out checks on the telemetry device of one of the Generation Units or Sites forming part of a Reserve Providing Group in order to verify it is consistent with the requirements listed in this Article.

4.3 Changes to the Reserve Perimeter

RTE oversees any changes to the Reserve Perimeters of Reserve Providers for the Generation Units or Sites connected to the PTS.

Any change to the Reserve Perimeter, for the Generation Units or Sites connected to the PTS, is subject to the signature of a new document based on the model in Annexe 4 between the Reserve Provider and RTE. If the Reserve Provider makes a minimum of 3 modifications to the Annex per year, then RTE and the Reserve Provider can agree to validate the Reserve Perimeter change by e-mail only. In this case, the signature of the new document from the model in Annex 4 must take place at a minimum every 6 months.

DSOs handle changes to Reserve Perimeters of Reserve Providers for Sites connected to the PDS within the scope of Article 4.3.1.3.2.

4.3.1 Change implemented by the Reserve Provider

The Reserve Provider may modify its Reserve Perimeter. To do this, the Reserve Provider Notifies RTE or the DSO of its request to make a change to its Reserve Perimeter and enters a corresponding request in GIPSE.

A change in the Reserve Perimeter made by a Reserve Provider may be the following:

- Adding a Reserve Providing Group to the Reserve Perimeter;
- Removing a Reserve Providing Group from a Reserve Perimeter;
- Changing the characteristics of a Reserve Providing Group;
- Amending the list of Generation Units or Sites that make up a Reserve Providing Group.

When applicable, the Reserve Responsible Entity specifies to RTE the DSOs involved in the composition of the Reserve Entity.

4.3.1.1 Prerequisites for identifying Generation Units or Sites

Before initiating any procedure for connecting a Generation Unit or a Site to a Reserve Perimeter, as described in Article 4.3.1.3, the Reserve Provider must identify the Generation Unit or Site, according to the terms defined below. All exchanges between the Reserve Provider and the System Operators concerned shall be based on the identification references defined in Article 4.3.1.1.2.

4.3.1.1.1 Identification reference used by the Reserve Provider

The Reserve Provider identifies:

- the Consumption Site by its SIRET number, by its metering code if connected to the PTS, or the RPM code, the CARD contract number or single contract number if connected to the PDS or, failing that, for Consumption Sites that do not have this number, by the location of electricity consumption; and
- the Stationary Storage Site by its SIRET number, by its metering code if connected to the PTS, or the RPM code, the CARD contract number or single contract number if connected to the PDS or, failing that, for Stationary Storage Sites that do not have this number, by the location of electricity consumption; and
- The Generation Unit or Generation Site by its metering code if the Generation Unit or Generation Site is connected to the PTS, or its RPM code, CARD contract number or single contract number if the Generation Site is connected to the PDS.

4.3.1.1.2 Identification reference used by System Operators

The Reserve Provider also identifies the reference used by the System Operators.

This reference is defined according to the connection of the Generation Unit or Site:

- for Sites connected to the PDS, the reference is:
  - the CARD-generation number for Generation Sites, or
  - the delivery point number for Consumption Sites in the field of low voltage up to 36 kVA included, or
  - the reference metering point number or delivery point number for Consumption Sites or Stationary Storage Sites above 36 kVA, or
  - the Distribution System Access Contract or CARD for consumption when the Consumption Site has entered into a contract directly with the DSO;
- for Generation Units or Sites connected to the PTS, the reference is:
  - the transmission system access contract number (CART), or
  - the Metering Data Service Contract number, or
  - the metering code, or
  - the SIRET number for Consumption Sites which hold a Single Contract.

4.3.1.1.3 Obtaining the System Operator's identification reference for the Reserve Provider

When the System Operators' reference used for a Generation Unit or Site is not known by the Reserve Provider, System Operators provide the Reserve Provider making the request with the means to obtain the reference from the following information:

- for Generation Units or Sites connected to the Public Transmission System:
  - the SIRET number;
- for Sites connected to the Public Distribution System:
  - the SIRET number, or
  - the postal address, consisting of the following elements:
    - street number,
    - street name,
    - additional address details (residence, building, staircase, floor, location on the floor, etc.),
    - the postal code,
    - town.

When the above elements do not allow the Reserve Provider to identify the reference of the Site, the DSO can request additional information among the following elements:

- the name of the system user (name for a natural person, company name with name of Site and SIRET number for a legal entity); and/or
- the meter number.

If the reference of a Generation Unit or Site cannot be identified, it may not be integrated into the Reserve Perimeter of a Reserve Provider.

4.3.1.2 Specific conditions

4.3.1.2.1 Specific conditions in the case of a simultaneous request for a Qualification Certification

If a Reserve Providing Group added to a Reserve Perimeter does not have a Qualification Certificate:

- If only Generation Units or Sites are connected to the PTS, the Reserve Provider simultaneously makes both a request for modification of the Reserve Perimeter and a request to obtain a Qualification Certificate in accordance with Article 5.
- Otherwise, the Reserve Provider must firstly send a request to the DSO to modify its Reserve Perimeter in accordance with Article 4.3.1.3.2, before making a request to obtain a Qualification Certificate from RTE in accordance with Article 5.

4.3.1.2.2 Specific conditions for modifying the characteristics of a Reserve Providing Group

In the event of a request to alter the technical characteristics of a Reserve Providing Group, RTE may require a Qualification review in accordance with Article 5. In this case RTE Notifies the Reserve Provider of the need for this review within 10 Business Days from the date of receipt of the Notification of modification to the technical characteristics. The Reserve Provider must then obtain a Qualification Certificate in accordance with Article 5.

4.3.1.2.3 Specific conditions for removing a Reserve Providing Group consisting only of Sites associated with one or more Units with Certified Constructive Capacity

A Reserve Provider Holder of a CART for Sites associated with one or more Units with Certified Constructive Capacity may remove from its Reserve Perimeter the Reserve Providing Group consisting of Sites associated with one or more Units with Certified Constructive Capacity in the following cases:

- The withdrawal from operation of all Generation Units or Sites making up the RPG; or
- Serious incident or long-term decommissioning in accordance with Article 14.4.4.

4.3.1.2.4 Specific conditions for the removal of a Generation Unit or Site not associated with one or several Units with Certified Constructive Capacity of a Reserve Providing Group

In the event of a request for the withdrawal of one or several Generation Units or Sites making up a Reserve Providing Group, RTE may require a Qualification review in accordance with Article 5, if RTE considers that the control capacity or the characteristics of the Reserve Providing Group are called into question. In this case RTE Notifies the Reserve Provider within a period of 10 Business Days from the date of receipt of the Notification of withdrawal request, or the information received from the DSO, of the need for this review. The Reserve Provider must then obtain a Qualification Certificate in accordance with Article 5.

4.3.1.2.5 Specific condition following Notification of contractual model

Included in its request, the Reserve Provider may submit to RTE one or several agreements with Suppliers in accordance with Annexe 10, as evidence of contracts in place between it and the Suppliers concerned. These agreements allow the participation of the Consumption Sites concerned in accordance with the optional contractual model under Article 13.3.2.2.3.

4.3.1.2.6 Procedures for determining the name of a Reserve Providing Group

The Reserve Provider can Notify RTE of a request to obtain a name for a new Reserve Providing Group. The request must specify the composition in Sites or Generation Units of the RPG required.

Within seven (7) Business Days from the date of receipt of the request, RTE sends the name of the RPG to the Reserve Provider to start the procedure for connecting one or several Sites to this RPG, as defined in Article 4.3.1.3.

4.3.1.3 Procedure following a request by the Reserve Provider to modify the Reserve Perimeter

4.3.1.3.1 Principles

Requests for modification of the Reserve Perimeter for Sites connected to the PDS are made in accordance with Article 4.3.1.3.2. For all other cases, including applications for a Qualification Certificate, the process described in Article 4.3.1.3.3 applies.

4.3.1.3.2 Procedure if the request concerns a Site connected to the PDS

When setting up a RPG, the Reserve Provider must first obtain the name of its RPG in accordance with Article 4.3.1.2.6.

If the request for modification concerns at least one Site connected to the PDS, for each Site the Reserve Provider Notifies the DSO to which the Site is connected, of its application for the Site to participate in the Frequency Ancillary Services.

For each Site, the Reserve Provider:

- Indicates the name of the attached RPG established in accordance with Article 4.3.1.2.6;
- Gives the reference of the Site established in accordance with Article 4.3.1.1.2;
- Indicates the maximum control capacity per Reserve Type and per Reserve Direction for each Site; and
- Transmits the agreements referred to in Article 4.2.4.1.

On receiving such a request, the DSO checks whether each Site is in compliance with the conditions defined in Article 4.2.4.1.

The DSO has a period of 5 (five) Business Days to perform these checks and

- if all is in order, it Notifies RTE and the Reserve Provider of its approval for the participation of the Site; or
- in the case of refusal, Notifies the Reserve Provider and RTE that the participation of the Site is not approved,

If it is refused, the DSO provides the Reserve Provider and RTE with the grounds for refusal along with the refusal, and this can only be non-compliance with at least one of the conditions defined above.

In the case of approval, the DSO sends the following to RTE along with the approval:

- the list of Sites per RPG,
- the maximum control capacities per Reserve Type and per Reserve Direction, for each Site, and
- the identity of the Balance Responsible Party of each Site, and
- the identity of the Supplier of the Site of each Consumption Site as well as the associated Fixed Scale;
- the nature of the Site.

The DSO determines the Fixed Scale associated with the Consumption Site in accordance with the provisions of the NEBEF Terms and Conditions concerning Fixed Scale values, the technical characteristics of the Sites eligible for each Fixed Scale and the terms for publication of this information defined in the "General Provisions of Payment" article of the NEBEF Terms and Conditions.

All Notifications between the DSO and RTE must be sent to the designated contacts respectively by RTE and the DSO in Annexe 11

4.3.1.3.3 Communication between the Reserve Provider and RTE

On receipt of a request for modification of a Reserve Perimeter, RTE has a period of 5 (five) Business Days to consider the request. This period is 20 (twenty) Business Days when the request for modification of a Reserve Perimeter is associated with a Qualification assessment. RTE rejects any changes that are non-compliant with the conditions set out in Article 4.2.3. RTE rejects the request of the Reserve Provider if the qualification assessment is inconclusive, in accordance with Article 5.3.

In the event of a request to add Consumption Sites connected to the PDS, RTE may Notify the Reserve Provider within 5 (five) Business Days from the date of its request, the list of Consumption Sites of its Reserve Perimeter for which the Supplier participates in the Terms and Conditions in accordance with the Article 3.2.2, if it is not empty.

4.3.2 Amendment by RTE

RTE may remove from a Reserve Provider’s Reserve Perimeter a Reserve Providing Group which is not made up of Sites associated with one or more Units with Certified Constructive Capacity if one of the prerequisites listed in Article 4.2 is no longer fulfilled, or in accordance with Articles 13.3.2 and 14.3.1.

RTE may remove from a Reserve Provider’s Reserve Perimeter one or more Sites making up a Reserve Providing Group which is not made up exclusively of Sites associated with one or more Units with Certified Constructive Capacity if one of the prerequisites listed in Article 4.2 is no longer fulfilled, or in accordance with Articles 13.3.2 and 14.3.1.

In the event of a modification in the Reserve Perimeter brought by RTE, RTE Notifies the Reserve Provider of the modification to the Reserve Perimeter by sending Annexe 4.

Within seven (7) Business Days from the date of its receipt, the Reserve Provider sends a duly signed copy of Annexe 4 to RTE.

Past this period, RTE Notifies the Reserve Provider of the effective date of the amendment. This date may not be earlier than the date of Notification by RTE plus seven (7) Business Days.

5. CERTIFICATION OF QUALIFICATION

5.1 Principles

The Qualification of a Reserve Providing Group concerns its Qualification to provide Primary Frequency Control, Secondary Frequency Control or both types of control. For each Reserve Type, Qualification is established either only for symmetric control, only upward control, only downward control, or for symmetric or asymmetric modes of operation.

Following Qualification Certification, the characteristics of the Reserve Providing Group described in Article 4.2.2 are determined and detailed in Annexe 4.

A Unit with Certified Constructive Capacity is attached by default to a Reserve Providing Group consisting only of Sites associated with one or more Units with Certified Constructive Capacity. This Reserve Providing Group is attached to the Reserve Perimeter of the Reserve Provider which has the Unit. The Reserve Providing Group must respect the Criteria for Qualification described in Article 5.2. Where applicable, at the end of the Qualification Certification Process for this Reserve Providing Group described in Article 5.3.1, a Certified Constructive Capacity certification record is drawn up.

For all Reserve Providing Groups, the Criteria for Qualification are described in Article 5.2. Where applicable, at the end of the Qualification Certification process for this Reserve Providing Group described in Article 5.3.2, a Certified Market Capacity certification record is drawn up.

5.2 Criteria for Qualification

The Qualification Certification is established for the Reserve Providing Group.

For Primary Frequency Control and Secondary Frequency Control:

RTE must be able to perform an estimate of the triplets [P0, K, Pr] according to the methodology described in Article 14.2.1 on the basis of the tests set out in Article 5.3. In the event of a low bandwidth telemetry system making it not possible to make an estimation of the triplets [P0, K, Pr] for low values of scheduled reserves, the Parties may agree to a minimum value of scheduled reserve by the Reserve Provider for the Reserve Providing Group concerned. In the event the scheduled reserve is less than the minimum value, RTE will consider the Reserve Providing Group's reserve schedules as zero.

There must not be automatic disconnection of the Reserve Providing Group over the frequency range 47.5 Hz – 51.5 Hz and the provision of Primary Frequency Control must be maintained in accordance with the requirements of this Article 5.2 as long as the process permits and in a manner consistent with applicable regulations where applicable. For all Sites connected to the PTS, Primary Frequency Control must be maintained in accordance with the requirements of this Article 5.2 over the frequency range 47.5 – 51.5 Hz for the period of time specified in the connection agreement (or its annexes) or otherwise in the performance commitment.

The supply of aFRR by a Reserve Providing Group whose aFRR is asymmetrically programmed must be ensured even when the activation is made by a level N which may be positive or negative. In this case, the Reserve Providing Group is not obliged to follow a level opposite to its scheduling direction but the Reserve Provider must ensure that this case does not impact the proper functioning of the Reserve Providing Group.

Criteria for Qualification for Primary Frequency Control:

- For Generation Units, Primary Frequency Control operation must be possible from any point of operation above P_{min} (technical minimum of the installation) and below P_{max} (technical maximum of the installation) including when load variations occur;
- Activation of Frequency Containment Reserve is not artificially delayed and begins as soon as possible after a frequency deviation and at the latest 2 seconds after the frequency deviation;
- The expected theoretical instantaneous response for participation of the Reserve Providing Group (in MW), corresponds to K_H.max(0 ;50-f) + K_B.min(0; 50-f) (where K_H and K_B are the Upward and Downward Primary Frequency Control Gains in MW/Hz, and f is the frequency in Hz);
- The expected theoretical instantaneous response of the Reserve Providing Group may be limited in the upward direction (respectively downward) by the upward Primary Frequency Control capacity (respectively downward) given in the Final Dispatch Schedule of the Reserve Providing Group (linked to the limiting outlined in Article 4.2.2);
- The expected profile of the Frequency Containment Reserve response between 15s and 30s must always be greater than or equal to the line consisting of the points [15 sec; 50 % of the expected power variation] and [30 sec; 100 % of the expected power variation].
- The over-frequency response performances must be identical to the under-frequency response performances, as described above (except in the case of exclusively upward participation);
- The upward or downward power response must be able to be maintained without limit in time in the Normal State of the system;
- Under the Alert State of the system, the upward or downward power response must be able to be maintained without time limitation for Reserve Providing Groups that are not Limited Energy Reservoirs;
- In an Alert or Emergency State, Reserve Providing Groups that are Limited Energy Reservoirs must provide Primary Frequency Control service and be able to maintain full activation of the Frequency Containment Reserve corresponding to a deviation of +200MHz or greater (less than or equal to -200MHz, respectively), for a period of 15 minutes or the equivalent energy for a frequency deviation of less than 200MHz (greater than -200MHz, respectively). This duration is counted from the time of entry into the Alert State or entry into the Emergency State when it is not directly preceded by an Alert State. The Reserve Providing Group must continue to provide Primary Frequency Control service until the energy stock is exhausted or saturated. This fifteen-minute period may be required to evolve in order to comply with the European TSOs' proposal for additional properties of FCR under Article 156 of the SOGL.
- The value of the Reserve Providing Group Gain must be such that the maximum Frequency Containment Reserve made available to RTE during the Reserve Providing Group scheduling process must be released for any frequency deviation ≥ 200 mHz;

- For Reserve Providing Groups declaring a dynamic Gain in Annexe 4, the Upward Gain is worth RPH_{PM}/ 200 mHz and the Downward Gain is worth RPB_{PM}/ 200 mHz, where RPH_{PM} and RPB_{PM} are the Primary Frequency Control capacities respectively upwards and downwards given in the Reserve Providing Group's Final Dispatch Schedule, respectively upwards and downwards;

- The resolution of the frequency measurement used for control must be less than or equal to 1 mHz, the frequency measurement must be as accurate as possible and in all cases less than or equal to 10 mHz, and insensitivity of the primary frequency control must be less than or equal to ±10 mHz for new facilities which have been newly connected or modified.

Criteria for Qualification for Secondary Frequency Control:

- For Generation Units belonging to Reserve Providing Groups, Secondary Frequency Control operation must be possible from any point of operation above P_{min} (technical minimum of the installation) and below P_{max} (technical maximum of the installation) including when load variations occur between two operating levels.

- The expected theoretical instantaneous response of the Reserve Providing Group under Secondary Frequency Control (in MW) is max(0, N)*RSH_{PM} + min(0, N)*RSB_{PM} where N is the level of Load-Frequency Control sent by RTE (from -1 to +1) and RSH_{PM} and RSB_{PM} are the Secondary Frequency Control capacities listed in the Final Dispatch Schedule of the Reserve Providing Group in question, respectively Upward and Downward. From Date X, if the activation of Automatic Frequency Restoration Reserve is based on merit order, the level Ni is calculated based on the characteristics of the Energy Bids submitted by the Reserve Provider;

- Each Reserve Providing Group may be certified in Automatic Frequency Restoration Reserve, either with a full activation time (FAT) of 400s (to move from a level 0 to +1 or from 0 to -1) and with the obligation to follow the so-called emergency slope (133s to move from a level -1 to +1), or with a full activation time (FAT) of less than or equal to 300s without the so-called emergency slope requirement. The characteristics of the Reserve Providing Group concerning FAT are to be mentioned in Annex 4. From December 18, 2024, all Reserve Providing Groups will have to be certified with a full activation time of 300 s (to go from a level 0 to +1 or from 0 to -1) and they will no longer have the obligation to follow the so-called emergency slope;

- The actual dynamic of the expected response of the Reserve Providing Group in Secondary Control must not deviate from the previous theoretical instantaneous response of more than one time constant of 60s. The time constant is defined in Article 14.2.3.2;

- The upward or downward power response of the Reserve Providing Group must be able to be maintained over all of the intervals for which the RPG is scheduled (a minimum of 30 min).

- The equipment for receiving the Reserve Providing Group's Load-Frequency Control must be compliant with the Reference Technical Documentation specifications (Article 4.1) with regard to the resolution of participation in frequency control, the behaviour of the Reserve Providing Group in the event of signal loss and the information transmitted to RTE on the availability of the function.

5.3 Qualification Certification Process

5.3.1 Cases of Reserve Providing Groups consisting only of Sites or Generation Units associated with one or more Units with Certified Constructive Capacity

A Reserve Providing Group consisting solely of Sites or Generation Units associated with one or more Units with Certified Constructive Capacity verifies the Criteria for Qualification described in the Article 5.2 and is considered Qualified for symmetric participation.

The Qualification Certificate is established through a Certified Constructive Capacity certification record and the signature of Annexe 4 featuring the Certified Constructive Capacity values of the Reserve Providing Group.

If a Generation Unit or Generation Site associated with one or more Units with Certified Constructive Capacity belonging to a Qualified Reserve Providing Group is subject to long-term withdrawal from operation, as defined in Article 14.4.4, the Qualification Certificate of the Reserve Providing Group is automatically maintained during the long-term withdrawal from operation if the Reserve Providing Group remains able to meet the performance criteria. In other cases, it is automatically reassigned on return from the long-term withdrawal from operation of the Generation Unit or Generation Site, if the generation facility to which the Generation Unit or Generation Site belongs is not undergoing reassessment of its connection conditions, in accordance with the order of 6 July 2010. The order of 6 July 2010 requires testing to verify the qualification criteria for a closure of more than 2 years.

If a Stationary Storage Site associated with one or more Units with Certified Constructive Capacity belonging to a Qualified Reserve Providing Group is subject to long-term withdrawal from operation, as defined in Article 14.4.4, the Qualification Certificate of the Reserve Providing Group is automatically maintained during the long-term withdrawal from operation if the Reserve Providing Group remains able to meet the performance criteria. In other cases, it is automatically reassigned on return from the long-term withdrawal from operation of the Stationary Storage Site, or after tests to verify the Criteria for Qualification, in accordance with an order in place for over 2 years.

5.3.2 General case

A Reserve Provider may file an application for a Qualification Certificate in automatic frequency control to RTE, or a request for modification of the characteristics, for a Reserve Providing Group in accordance with Article 4.3.1.

RTE then determines Qualification by checking that the performance meets the minimum performance requirements described in Article 5.2.

This application must specify the Reserve Type for which the Reserve Provider wishes to obtain a Qualification Certificate, as well as the associated means of participation: symmetric only, only upward, only downward, or symmetric and asymmetric participation.

The application must be accompanied by all of the data demonstrating that the qualification criteria defined in Article 5.2 are completed by the provision of Annexe 15 and/or Annexe 16 of these Terms and Conditions or by the results of tests relating to frequency control carried out in accordance with the provisions of the Reference Technical Documentation.

For its request, the Reserve Provider describes the frequency control processes implemented for the supply of reserve and establishes the performances of the Reserve Providing Group firstly by providing the declarative data on its technical characteristics and secondly by performing tests on Primary and Secondary Frequency Control as described in Annexe 15 and Annexe 16 of these Terms and Conditions or in accordance with the provisions of the Reference Technical Documentation.

For all Reserve Providing Groups, for Frequency Containment Reserve or Automatic Frequency Restoration Reserve certification, an actual operation test, as indicated in file F6 of the Reference Technical Documentation (Article 8.3. 8.3) or in Annex 15 must be passed successfully.

Where relevant, the Reserve Provider may use the results of frequency control tests conducted in accordance with the provisions of the RTE Reference Technical Documentation.

If a request is made for a Qualification Certificate in asymmetric participation, or in dynamic Gain, RTE may request additional elements and, where appropriate, specific tests as described in Annexe 15 and Annexe 16 of these Terms and Conditions or in accordance with the provisions of the Reference Technical Documentation from the Reserve Provider in order to demonstrate the requested Qualification.

If there is doubt concerning the length of time frequency regulation is to be maintained, RTE may request verification of the Limited Energy Reservoir nature of the Reserve Providing Group.

If the Reserve Providing Group is a Limited Energy Reservoir, RTE will request a two-step certification, as shown in Annex 15:

- Verification of the stock inventory under Article 14.2.4;
- Verification of performance and dynamics required for the supply of Frequency Containment Reserve in accordance with Article 5.2.

RTE may request additional tests or information, as part of the assessment for Qualification.

RTE has a period of 24 (twenty-four) Business Days to complete the Qualification assessment from the day of receipt of all the data and information. This period of time can however be extended when RTE must treat more than five (5) requests for Qualification assessment simultaneously. RTE will make every effort to respect this deadline. In any case, RTE will inform the Reserve Provider if a period of over 24 (twenty-four) Business Days is required to process their application.

Following the assessment of Qualification, the Reserve Provider's application is either rejected or accepted. If the request is accepted, RTE will issue the Reserve Provider with a Qualification Certificate established through a Market Capacity certification record.

RTE may issue a Qualification Certificate to the Reserve Provider with a reservation regarding one or more criteria. This reserve must then be lifted within a given time limit, otherwise the Qualification Certificate is withdrawn.

If the Reserve Providing Group has at least one Site connected to the PDS. RTE will inform each DSO that has at least one Site that they have obtained a Qualification Certificate and the associated technical characteristics.

The Qualification Certificate is formalised by the signature of Annexe 4, by a Market Capacity certification record showing the Certified Market Capacity values of the Reserve Providing Group and possibly by a qualification report at the various stages in the case of a Limited Energy Reservoir.

5.4 Re-evaluation of Qualification Certificates

The certification of Reserve Providing Groups supplying Frequency Containment Reserve or Automatic Frequency Restoration Reserve must be reassessed at least once every five years, in accordance with articles 155, paragraph 6, and 159, paragraph 6 of the SOGL.

This obligation is met by way of continuous performance monitoring of Reserve Providing Groups under actual network conditions, in accordance with Article 14 of these Terms and Conditions.

For the monitoring of deviation or alert files transmitted according to Article 14, RTE may request a re-evaluation of the certificates.

5.5 Case where Certified Market Capacity values are revised or withdrawal of the Qualification Certificate

A Qualification Certificate is granted by RTE for an indefinite period.

A Qualification Certificate may have its Certified Market Capacity values revised in the following cases:

- in the event of Notification of Failure in accordance with Article 14.3 or in the event of failure to re-evaluate qualification certificates in accordance with Article 5.4;
- in the event of the withdrawal of one or several Sites constituting the Reserve Providing Group under Article 4.3.2.

A Qualification Certificate may be withdrawn by RTE in the following cases only:

- For Reserve Providing Groups made up exclusively of Generation Units or Sites associated with one or more Units with Certified Constructive Capacity: in the event of a serious incident affecting performance of the facility or long-term removal in accordance with Article 14.4.4;
- For Reserve Providing Groups not composed of Sites associated with one or more Units with Certified Constructive Capacity: in the case of zero Certified Market Capacity values.

If a Qualification Certificate is withdrawn by RTE, RTE Notifies the Reserve Provider of the date of effect, which is a minimum of 2 Business Days. If it is a Site connected to the PDS, RTE informs the DSO which the Site is connected to.

5.6 Memorandum of Understanding

RTE offers the opportunity of entering into a Memorandum of Understanding with a Reserve Provider wishing to assess its Qualification or its controllability jointly with RTE, independently of the Qualification certification process.

The Memorandum of Understanding provides a framework for analysing controllability and qualification by the Reserve Provider and RTE, particularly through transmission of data for the analysis.

To implement the real conditions of analysis, the Reserve Provider enters into a test protocol with RTE under the present article. This protocol specifies:

- the conditions for completion of the analysis;
- the full description of the analysis;
- the data it undertakes to send to RTE for the analysis;
- the nature of the frequency control it undertakes to participate in for the analysis;
- The terms for protection of underlying commercially sensitive data; and
- The degree of dissemination permitted of the analysis results.

At the end of the analysis period, the conclusion of the study is disseminated among market participants in accordance with the permitted degree of dissemination specified in the Memorandum of Understanding. This dissemination includes the presentation of results integrating aggregated data at a minimum, in accordance with procedures that respect the protection of commercially sensitive data of market players who participated in the analyses. RTE gathers feedback with the participation of the stakeholder who requested the joint analysis.

This analysis phase does not confer a right to remuneration by RTE, or to remuneration in reserve markets, or to taking into account the control power.

6. CONTRACTING OF RESERVES

6.1 Calculation of RTE Reserve requirements

RTE's Frequency Containment Reserve need is established in accordance with the provisions of the "all CE TSOs' proposal for the dimensioning rules for FCR in accordance with Article 153(2) of the SOGL.[7]

The ENTSO-E Continental Europe Synchronous Area for electricity periodically sends (usually annually) RTE the minimum value of symmetric Frequency Containment Reserve to constitute for the France control area for this period. RTE informs the Reserve Providers of any change to this Frequency Containment Reserve requirement.

RTE's Automatic Frequency Restoration Reserve need is established in accordance with the Load-Frequency Control Block operational Agreement[4], developed by RTE for the LFC France block, in accordance with Article 119 of the SOGL and approved by the CRE. RTE informs the Reserve Providers as soon as possible of any change in the Automatic Frequency Restoration Reserve need.

Under Article 7 of the "LFC block Agreement", RTE may define additional agreements, if necessary, with specific parties in order to establish additional measures. Such agreements can take the form of experimentation, among other things.

RTE's Frequency Containment Reserve and Frequency Restoration Reserve needs may be modified if the expected level of contribution of Primary and Secondary Frequency Control for the France control area is amended as a result of an update to the ENTSO-E Continental Europe Operation Handbook, or to the entry into force of the relevant network code established under the Electricity Regulation, or if the "LFC block Agreement" or common dimensioning rules for FCR are modified under Article 153 of the SOGL. This potential change will be made under the process for revision of the Terms and Conditions or the agreements or proposals cited above.

6.2 Applicable contracting method

The contracting of Frequency Containment Reserves is done through a call for tenders in accordance with Article 6.3, except in fallback situations as set out in Article 6.3.6. In the event of fallback, contracting of Frequency Containment Reserves is done through Obligations in accordance with Article 6.5.

[4] https://www.services-rte.com/files/live/sites/services-rte/files/pdf/reglementaire-equilibrage/Article_A-1_FCR_fr.pdf

[4] https://www.services-rte.com/files/live/sites/services-rte/files/pdf/MECAPA/2021-04-22%20Accord%20de%20bloc%20RFP%20France.pdf

Contracting of Automatic Frequency Restoration Reserves is done by call for tenders in accordance with the procedures and principles described in Article 6.4. By way of exception, in the event of a derogation granted by the French Energy Regulatory Commission in accordance with Article 6 of the Electricity Regulation, the contracting of Automatic Frequency Restoration Reserves is done through Obligations in accordance with Article 6.5. Where necessary, the contract date of Automatic Frequency Restoration Reserve by call for tenders, known as date H', will be communicated to the Reserve Providers one month prior.

6.3 Contracting of Frequency Containment Reserve through cross-border call for tenders

6.3.1 Principles

Contracting is done by means of a cross-border call for tender common to all TSOs concerned. The TSOs taking part in the cross-border call for tenders enter into contracts for a volume of Frequency Containment Reserve with market participants with the most competitive offers. Market players submit bids exclusively to the TSOs they are connected to; each TSO then pools these bids. The bids are selected by means of a single algorithm common to all TSOs. Import/export constraints by country are taken into account in the selection process. The list of the participating TSOs, the import/export constraints and the Frequency Containment Reserve needs of participating TSOs are available on the platform www.regelleistung.net and/or on the RTE website.

The principles and terms and conditions are described on the FCR Cooperation website[5].

6.3.2 Product

The product delivery period is 4 hours on the following periods [0h ; 4h [; [4h ; 8h[; [8h ; 12h [; [12h ; 16h [; [16h ; 20h [et [20h ; 24h [.

This offer focuses on the delivery of a given volume of Frequency Containment Reserve over the delivery period.

The reserve product is symmetric.

The minimum bid is 1 MW, bids are submitted in 1 MW steps.

Indivisible bids are authorised. The maximum size of an indivisible bid is 25 MW. An indivisible bid can be paradoxically rejected.

The bid price is in €/MW for the delivery period (with two decimal places).

6.3.3 Process

The Reserve Provider places its bids and consults the results of the call for tenders through the www.regelleistung.net platform.

The Reserve Provider requests configuration settings from RTE ahead of time for access to www.regelleistung.net 10 Business Days before day D for which it wishes to place bids.

[5] https://electricity.network-codes.eu/network_codes/eb/fcr/

The Reserve Provider cannot place a volume of bids greater than the sum of the Primary Frequency Control capacities of the Reserve Providing Groups in its Reserve Perimeter and its Daily Exchange Limit (the limit of daily exchange being in MWh, it must be divided by 24 to obtain the equivalent hourly volume in MW representing its exchange limit).

The bids submitted on the auction platform are set and binding after the bid submission deadline.

The day of the call for tender is the day before the delivery day.

Before date K, which will be communicated to the Reserve Providers two months prior:

For each call for tender for delivery day D, bids can be submitted 14 days in advance.

After date K:

For each call for tenders for delivery day D, bids can be submitted 7 days in advance.

The gate closing time is 08:00. The results of the tender are available at the latest at 08:30 the day of the tender.

6.3.4 Terms and conditions for the selection of bids

The bids are sorted by order of increasing price and selected to fill the sum of the needs of the TSOs. The bids are either fully accepted, entirely rejected, or partially accepted.

The partially accepted bids are retained in increments of 1 MW.

The maximum price of the accepted bids fixes the marginal price of the auction. All bids with a price strictly below the marginal price are fully accepted. All bids with a price strictly greater than the marginal price are rejected. Tenders with a price strictly equal to the marginal price are either fully selected, rejected, or partially accepted.

However, the import and export limits of Frequency Containment Reserve by country are respected in the algorithm for the selection of bids. If these limits have been reached, bids for which the price is strictly less than the marginal price can be rejected. The import and export limits of Frequency Containment Reserve by country comply with the provisions of the SOGL, annex VI.

The general description of the bid selection algorithm is available on the FCR Cooperation website.

6.3.5 Provision of Certified Constructive Capacities

The Reserve Provider must submit bids at least equal to the sum of the Certified Constructive Capacities of the Reserve Providing Groups (truncated to the nearest MW) of its Reserve Perimeter as described in Annexe 4. If the Certified Constructive Capacities of a Reserve Providing Group cannot be offered simultaneously in Frequency Containment Reserve and Frequency Restoration Reserve because the Maximum Reserve is strictly less than the sum of the Certified Constructive Capacities of the Frequency Containment Reserve and Frequency Restoration Reserve, the corresponding volume must be offered at either of the calls for tender.

However, if the sum of the Reserve Provider's Certified Constructive Capacities is greater than RTE's requirement, then the sum of the bids submitted by the Reserve Provider must be greater than or equal to RTE's need.

If the Reserve Provider is technically unable to provide Frequency Containment Reserve Certified Constructive Capacities over the contract period, it informs RTE of the reasons for its technical inability.

6.3.6 Fallback situations

If the call for tenders fails on at least one of the contracted periods of the day, the platform www.regelleistung.net informs the Reserve Providers by 9:00 on D-1, via the email address notfallausschreibung@regelleistung.net, of the cancellation of the call for tenders or of the decoupling of France. In this case the contracting method for the whole day is contracting through obligations, in accordance with Article 6.5. This is a fallback situation. RTE informs the Reserve Providers no later than 13:00 on D-1 of the transition to contracting through obligations.

The fallback situation may be due to a computer issue, a lack of tender bids submitted in France, or a lack of bids submitted in the other country.

Each fallback situation is subject to an RTE analysis sent to the Reserve Providers.

If four fallback situations occur within a period of 52 weeks, irrespective of the causes, RTE may change the method of constituting reserve by switching to contracting through obligations, in accordance with Article 6.5, until the issues leading to the implementation of fallback situations have been resolved. In this case RTE Notifies the Reserve Providers and the CRE, stating the means implemented to reinstate the calls for tenders.

6.3.7 Transparency

For each call for tenders: the Frequency Containment Reserve need, the maximum import/export volumes allowed, the import/export balance of Frequency Containment Reserve from France to other countries, the volume retained, the marginal price of the bids retained and the anonymised accepted bids are published on www.regelleistung.net.

For each call for tenders, RTE publishes on its website the Frequency Containment Reserve volume selected in France and the marginal price of the bids selected.

6.3.8 Monitoring

For each call for tenders, RTE transmits all of the accepted and rejected bids in France.

6.4 Contracting of Automatic Frequency Restoration Reserve Capacity through national call for tenders

6.4.1 Principles

The Contracting of Automatic Frequency Restoration Reserve capacity is carried out through a national day-ahead call for tenders except in the case of an operation relay procedure as defined in Article 6.4.6.3. In this case, the contracting of Automatic Frequency Restoration Reserve capacity by call for tenders is suspended and carried out through Obligations in accordance with Article 6.5.

6.4.2 Product

6.4.2.1 Type of offer

The contract interval is one hour. For a given Gate, the Capacity Offers are submitted for one or more consecutive hours of the associated delivery day.

Capacity Offers are submitted at 1 MW intervals and the minimum power allowable is 1 MW.

The capacity Offer relates to the Reserve Provider's commitment to make this Automatic Frequency Restoration Reserve volume available over the Delivery Period concerned.

Automatic Frequency Restoration Reserve Capacity Offers are transmitted via the dedicated RACOON application. Their format must conform to the specifications described in the IS Terms and Conditions and the associated implementation guide. A Capacity Offer must contain the following:

- Delivery day concerned;
- Available power in MW, to the nearest MW;
- The offer price associated with this power, expressed in €/HMW with an accuracy of two decimal places. This offer price can be positive or zero;
- A Delivery Period of one or several hours beginning and ending on the hour;
- Reserve Direction: upwards or downwards;
- Divisibility of the offer: An offer is divisible if it can be divided to the nearest MW.

The Capacity Offers proposed for the day-ahead call for tenders must comply with the following conditions:

- For each hourly interval and each Reserve Direction, the total power offered by a Reserve Provider must be less than or equal to the sum of the "market" certified capacities for Secondary Frequency Control of RPGs in its Reserve Perimeter;
- If the offer is indivisible, the proposed power must be lower than the threshold power defined and published on the RTE website. This threshold may be modified by RTE, after consultation with the stakeholders in the Frequency Ancillary Services working group and Notification to CRE by post. In the absence of opposition from CRE within 6 Weeks following receipt of the letter, the new threshold value is considered approved and updated on the RTE website. If CRE objects to the setting of this new threshold, RTE must restart the process of consultation with the stakeholders and Notification of CRE in order to change the threshold initially set

If one of the above criteria is not met, the offer is rejected by RTE. No dispute will be admitted after the submission of the offers. It is therefore considered that the Reserve Provider has checked all of the indications in these Terms and Conditions and the IS implementation guide. Thus, if an offer is not admissible, it will be rejected by RTE and cannot be subsequently rendered admissible by the subsequent correction or withdrawal of the discrepancy or reservation which made it inadmissible.

6.4.2.2 Links between capacity offers

6.4.2.2.1 Symmetric capacity offers

To link an upward offer and a downward offer, the following conditions must be met:

- The power offered by the upward offer must be strictly equal to the power offered by the downward bid;
- The Delivery Periods for both offers must be the same;
- The divisibility of the two offers must be identical.

When the algorithm selects offers, if two offers are linked to form a symmetric offer, the power retained upward is always equal to the power retained downward.

Likewise, when the algorithm selects offers, if two offers are linked to form a symmetric offer, the power retained downward is always equal to the power retained upward.

6.4.2.2.2 Exclusive capacity offers

Exclusive links are possible between the Capacity Offers. If two Offers A and B are linked by an exclusive link, then it is possible to select either one of the two Offers or none but not both simultaneously. An offer can be linked by an exclusive link to a single group of offers, all exclusive to each other.

6.4.3 Contracting process

6.4.3.1 Terms and conditions of participation

To participate in the call for tenders, it is necessary to be the holder of a valid Participation Agreement in these Terms and Conditions.

Reserve Providers interested in participating in the Automatic Frequency Restoration Reserve call for tenders must first have valid access to the RACOON platform. To participate in the call for tenders for the delivery day D, this access must have been obtained no later than ten (10) Business Days prior to this day D. The conditions to be met in order to create an access to the RACOON platform are described in the implementation guide provided to the market participants on the RTE website.

6.4.3.2 Automatic Frequency Restoration Reserve to be contracted for each day

The volume of Automatic Frequency Restoration Reserve to be contracted for each delivery day D is calculated in accordance with Article 6.1 and can be viewed on the RACOON platform and the RTE website before the opening of the offer submission.

6.4.3.3 Offer submission

6.4.3.3.1 Submitting offers in nominal mode

The submission of an offer on the RACOON platform is the only way to participate in contracting of Automatic Frequency Restoration Reserve in nominal mode. The procedures for submitting offers are specified in the IS Terms and Conditions and in the associated implementation guide made available to the market participants on the RTE website.

For an offer associated with delivery day D, submission is possible from day D-8 at 9:00. The closure of offers for day D s at 9:00 of D-1 day. For example, an offer for the delivery day D can be submitted between 9:00 of the D-8 day and 9:00 of the D-1 day on the RACOON platform.

For a given day D, a Reserve Provider:

- may modify or remove any offer submitted up to the date and time limit for the submission of offers for that day, i.e. 9:00 on D-1;
- may submit one or more offers for the same Delivery Period.

The offers submitted on the auction platform are set and binding after the offer submission deadline.

6.4.3.4 Backup Mode for submission of tenders

If a Reserve Provider is unable to submit offers for day D on D-1 to RACOON, RTE will be able to submit offers for day D on behalf of the Reserve Provider from 30 minutes before the Gate Closure (8:30 for a nominal Gate Closure).

The characteristics of this submission are as follows:

- The offer document must contain all the Reserve Provider's offers for day D;
- Submission by RTE is only possible on D-1 within half an hour preceding the deadline for the submission of bids (9:00);
- The offer document must be sent by email to the dedicated address specified in the IS Terms and Conditions and the associated implementation guide;
- Offers already submitted and with valid status are taken into account if no new offer file is sent;
- Checks on the validity of the document and offers are carried out in the same way as when submitting in nominal mode.

6.4.3.5 Consideration and refusal

Offers submitted must respect the format defined in the IS Terms and Conditions and the implementation guide of the RACOON application, as well as the conditions listed in Article 6.4.2.1 of these Terms and Conditions. Offers submitted and compliant are valid. Non-compliant submitted offers are rejected and marked as invalid.

6.4.4 Terms and conditions for the selection of offers

6.4.4.1 Set of rules for allocation

Offers are selected to minimise the following sum, under the constraint of respecting the potential links between offers and indivisibility and to meet RTE's need for each hourly interval and each reserve direction:

$$cc = \sum_{procurement\ step} \left(\sum_{upward\ accepted\ offers} (\text{vol offer i} * \text{price offer i}) + \sum_{downward\ accepted\ offers} (\text{vol offer i} * \text{price offer i}) \right)$$

An offer is either fully accepted, entirely rejected, or partially accepted. The partially accepted offers are accepted in increments of 1 MW.

The marginal price is fixed for each hourly interval and Reserve Direction by the highest offer price selected for this time interval and this Reserve Direction. Any offer with a offer price lower than the marginal price may paradoxically be rejected if it minimises the objective function overall.

6.4.4.2 Notification of the Gate assignment

The offer classifications and selections takes place after each day-ahead Gate closure. The results are communicated between 9:00 and 9:30 and are made available on the RACOON platform.

Any offer accepted in the context of the day-ahead call for tenders commits the Reserve Provider to its implementation. The accepted offers constitute the Automatic Frequency Restoration Reserve Commitments of the Reserve Provider.

6.4.5 Provision of Certified Constructive Capacities

The Reserve Provider must submit bids at least equal to the sum of the Certified Constructive Capacities of the Reserve Providing Groups (truncated to the nearest MW) as described in Annexe 4. If the Certified Constructive Capacities of a Reserve Providing Group cannot be offered simultaneously in Frequency Containment Reserve and Frequency Restoration Reserve because the Maximum Reserve is strictly less than the sum of the Certified Constructive Capacities of the Frequency Containment Reserve and Frequency Restoration Reserve, the corresponding volume must be offered at either of the calls for tender.

However, if the sum of the Reserve Provider's Certified Constructive Capacities is greater than RTE's requirement, then the sum of the offers submitted by the Reserve Provider must be greater than or equal to RTE's need.

If the Reserve Provider is technically unable to provide Automatic Frequency Restoration Reserve Certified Constructive Capacities over the contract period, it Notifies RTE of the reasons for its technical inability.

6.4.6 Fallback situations

Fallback situations can be caused by:

- an IS issue on RTE's side;
- insufficient offers: If, in at least one hourly interval, for a given Reserve Direction, the volume of offers submitted is less than RTE's requirement, then this is known as a fallback situation;
- an event as described in article 6.4.6.3.

Each fallback situation is subject to an analysis by RTE and can be shared with Reserve Providers within the framework of the Frequency Ancillary Services WG.

6.4.6.1 Organisation of a backup Gate

In the case of a fallback situation, RTE informs Reserve Providers with access to the RACOON application.

In this case, the results of the Gate for a day D-1 for delivery on day D can be communicated until 10:30 on the same day D-1 via submission on the RACOON platform.

If no results can be communicated before 10:30 for day D, RTE will organise, where possible, a new Gate. The submission of bids is opened as early as possible and at the latest at 13:45 and the Gate is closed at 14:45 on day D-1. RTE will inform Reserve Providers of this new Gate. The results will be communicated no later than thirty (30) minutes after the new deadline for the submission of tenders.

6.4.6.2 Use of a similar day

If it is not possible to organise a backup Gate or no results are available thirty (30) minutes after the new deadline for the submission of offers, RTE will use the results of a similar day for the contracting of Automatic Frequency Restoration Reserve. The choice of this similar day is made according to a pre-established rule defined in the IS Terms and Conditions.

The associated results are made available to the market participants on the RACOON platform.

If the platform is unavailable, the selected similar day is communicated to the Reserve Providers by email.

The prices used for the calculation of remuneration of the contracted capacities are those of the chosen similar day.

6.4.6.3 Relay procedure

If an IS issue occurs that temporarily makes it not possible to contract Automatic Frequency Restoration Reserves through calls for tenders or in case of a market failure reported by the CRE, RTE may revert to contracting Automatic Frequency Restoration Reserves through Obligations.This relay procedure is available for one year from its activation.

6.4.7 Transparency

In accordance with Article 17.1 of Commission Regulation (EU) no. 543/2013 on submission and publication of data in electricity markets and amending Annex I to Commission Regulation (EU) no. 714/2009 of the European Parliament and of the Council, known as the Transparency Code and Article 12 of the EBGL, RTE publishes, for each call for tenders, on the ENTSO-E Transparency platform. :

- Offers submitted (volume and prices offered) that have been accepted anonymously;
- The marginal price and the total contracted capacity by Reserve Direction and by 30 minute interval.

RTE also publishes on its website:

- Automatic Frequency Restoration Reserve need by Reserve Direction for the next 8 days;

- The marginal price of the offers accepted by Reserve Direction and by 30 minute interval;
- Total contracted capacity by Reserve Direction and by 30 minute interval;
- The total volume submitted by Reserve Direction.

6.4.8 Monitoring

For each call for tenders, RTE may submit to the CRE all of the accepted and rejected offers in France.

6.5 Contracting through obligations

This Article applies only to Reserve Providers with Reserve Providing Groups consisting of at least one Generation Unit or Generation Site associated with one or more Synchronous Generation Units with Certified Constructive Capacity Qualified for symmetric participation in their Reserve Perimeter.

6.5.1 Sharing of Reserve Obligations

RTE places Reserve Obligations on Reserve Providers with relevant Reserve Providing Groups Qualified for symmetric participation in their Reserve Perimeter.

A Reserve Obligation is symmetrical: a Reserve Obligation of a given volume is the Reserve Provider's obligation to provide this volume of upward and downward Reserve.

For each Reserve Provider concerned and for each Reserve Type, the Reserve Obligation is calculated by dividing the total volume of Reserve RTE requires between the various Reserve Providers concerned, in proportion to the generation they forecast from their relevant Reserve Providing Groups Qualified to provide the symmetrical Reserve Type concerned, depending on the values of their Certified Constructive Capacities indicated Annexe 4, excluding market value. This distribution takes into account temporary incapacity referred to in Article 6.5.2 if the Reserve Provider chooses to exercise this option.

For each Reserve Provider, the Reserve Obligation cannot exceed the sum of the maximum control capacities of relevant Reserve Providing Groups participating in the Frequency Control considered in its Reserve Perimeter.

6.5.2 Temporary incapacity to perform Frequency Control

6.5.2.1 Conditions for declaring temporary incapacity

If the Reserve Provider has in its Reserve Perimeter strictly less than 5 relevant Reserve Providing Groups qualified for symmetrical participation in one of the frequency / power controls, it can:

- take into account temporary incapacities linked to the operation of the Generation Units that constitute them; and
- handle Frequency Control Failures of relevant Reserve Providing Groups, Notified in accordance with Article 14.2.4, as temporary incapacities up until their Forecast Compliance Date.

Moreover, during periods of flooding, the Reserve Provider may declare temporary incapacities for hydraulic type Reserve Providing Groups of its Reserve Perimeter in real time.

6.5.2.2 Set of rules for declaring temporary incapacity

If the Reserve Provider decides to declare temporary incapacities in accordance with the cases described in Article 6.5.2.1, it takes account of these temporary incapacities in the Generation Time Series it sends RTE for establishing Reserve Obligations in accordance with Article 6.5.3.

6.5.3 Process for determining Reserve Obligations

6.5.3.1 Generation schedules at D-1 13:15

The Reserve Provider must transmit the following to RTE before 13:15 on D-1:

- one Time Series per generation created from relevant Reserve Providing Groups Qualified for symmetrical participation in each Frequency Control; or
- its total generation Time Series.

The Reserve Provider's choice between the two possibilities referred to previously is indicated in its Participation Agreement. Only the first option allows the Reserve Provider to declare the temporary incapacities in accordance with Article 6.5.2.2.

If the Reserve Provider chooses to transmit its total generation Time Series, RTE considers the generation Time Series the Reserve Provider expects to perform from its relevant Reserve Providing Groups Qualified to participate symmetrically in each Frequency Control by multiplying the total generation Time Series by a standard factor, specific to each Reserve Provider and each frequency control. This standard factor is an approximation of the ratio between the installed power of these relevant Reserve Providing Groups Qualified to participate symmetrically in the Frequency Control considered and the installed power of all of the Generation Units of its scheduling perimeter.

6.5.3.2 Guideline Reserve Obligations

Before 13:30 on D-1, RTE determines the indicative Reserve Obligations of Reserve Providers in accordance with Article 6.5.1, from the data received in accordance with Article 6.5.3.1 and of RTE's Reserve requirement determined in accordance with Article 6.1. RTE Notifies each Reserve Provider of the Time Series values in MW.

6.5.3.3 Generation schedules D-1 16:30

The Reserve Provider sends RTE the Forecast Dispatch Schedule of its relevant Reserve Providing Groups in accordance with the scheduling process of the MA-RE Terms and Conditions.

The Reserve Provider, having chosen to declare its temporary incapacities under Article 6.5.2, and in accordance with its Participation Agreement, sends RTE two generation Time Series it expects to perform from relevant Reserve Providing Groups Qualified for symmetrical participation and for each Reserve Type. Along with its Time Series, the Reserve Provider includes information specifying, for each of the temporary incapacities, the Reserve Providing Group concerned, the time of beginning and end as well as the cause of the temporary inability. The Reserve Provider must ensure that the Time Series provided are compliant with the Forecast Dispatch Schedule transmitted according to the scheduling process of the MA-RE Terms and Conditions, except for the relevant Reserve Providing Groups declared to be in temporary incapacity.

6.5.4 Final Reserve Obligations

Before 18:30 on D-1, RTE determines the final Reserve Obligations of Reserve Providers in accordance with Article 6.5.1, from the data received in accordance with Article 6.5.3.3 and of RTE's Reserve requirement determined in accordance with Article 6.1. RTE Notifies each Reserve Provider of its final Reserve Obligations for Day D in the form of Time Series in MW values. These Time Series also contain the total volume of Automatic Frequency Restoration Reserve, as well as the ratio (given as α_{RP} or α_{RS}), for each Reserve Type, between the sum of the Reserve Obligations of Reserve Providers and the sum of the active powers of relevant Reserve Providing Groups, Qualified to symmetrically provide this Reserve Type, that Reserve Providers plan to inject.

In the event that RTE sends several versions of these Obligations, the last version sent before 18:30 is the one taken into account.

6.5.4.1 Case of delayed schedule of the standard process

In the event that the designated NEMOs in France publish their results at a time T later than 13:05, the schedules for the standard process described in Article 6.5.3 are modified.

The time limit for data transmission specified in Article 6.5.3.1 is H + 15 minutes

The time limit for data transmission specified in Article 6.5.3.2 is H + 30 minutes

The time limit for data transmission specified in Article 6.5.3.3 is 17:15.

The time limit for data transmission specified in Article 6.5.4 is 18:45.

RTE informs the operational contacts on D-1 mentioned in the Participation Agreement, by email and as soon as possible, of the times of the various transmissions.

These timetables are rounded up to the nearest 5 minutes.

The names and formats of the files exchanged, which are defined in the IS Rules, are unchanged.

7. RESERVE SCHEDULING

7.1 Principles

On D-1 the Reserve Provider declares to RTE the Automatic Reserves it will provide on Day D. These statements may be amended intraday. The Reserve scheduling data (whether Forecast Dispatch Schedules or Final Dispatch Schedules) constitute the stated commitments of the Reserve Provider for the provision of Reserve to RTE in real time.

In order for RTE to guarantee the security of the PTS, the Reserve Provider must schedule reserves in such a way as its Reserve Balance is positive or zero.

Scheduling load reductions for the market as provided for under the NEBEF Terms and Conditions, performing balancing operations requested by RTE under the MA-RE Terms and Conditions (not explicitly amending Frequency Containment Reserve and Frequency Restoration Reserve contributions), or achieving interruptible load orders, involving a Consumption Site or Generation Unit of a scheduled Reserve Providing Group, does not absolve the Reserve Provider from providing Reserves to RTE and activating these. If the Frequency Containment Reserve and Automatic Frequency Restoration Reserve schedules and declarations of provision of capacities contracted with RTE for other market mechanisms (interruptible load, manual Frequency Restoration Reserve and replacement reserve, demand response call for tenders) cannot be implemented simultaneously without exceeding the maximum capacities available to the underlying facilities, RTE invalidates the Frequency Containment Reserve and Frequency Restoration Reserve schedules.

7.2 Scheduling limitations

For each Reserve Providing Group of its Perimeter the Reserve Provider must comply with the characteristics defined in accordance with Article 4.2.2.

For each Reserve Providing Group, the Automatic Reserve capacity scheduled for SEs or Consumption SEs making up the Reserve Providing Group (whether Forecast Dispatch Schedules or Final Dispatch Schedules) must meet the following conditions:

- The sum of the time series for Participation in Upward Frequency Containment Reserve for all SEs or Consumption SEs making up the RPG is less than or equal to the sum of the Certified Market Capacity of Upward Frequency Containment Reserve and the Certified Market Capacity of Upward Automatic Frequency Restoration Reserve of the Reserve Providing Group;
- The sum of the time series for Participation in Downward Frequency Containment Reserve for all SEs or Consumption SEs making up the RPG is less than or equal to the sum of the Certified Market Capacity of Downward Frequency Containment Reserve and the Certified Market Capacity of Downward Automatic Frequency Restoration Reserve of the Reserve Providing Group;
- The sum of the time series for Participation in Upward Automatic Frequency Restoration Reserve for all SEs or Consumption SEs making up the RPG is less than or equal to the Certified Market Capacity of Upward Automatic Frequency Restoration Reserve of the Reserve Providing Group;

- The sum of the time series for Participation in Downward Automatic Frequency Restoration Reserve for all SEs or Consumption SEs making up the RPG is less than or equal to the Certified Market Capacity of Downward Automatic Frequency Restoration Reserve of the Reserve Providing Group;
- The sum of the time series for Participation in Frequency Containment Reserve and Automatic Frequency Restoration Reserve for all SEs or Consumption SEs making up the RPG is less than or equal to the Maximum Upward Reserve of the Reserve Providing Group;
- The sum of the time series for Participation in Frequency Containment Reserve and Automatic Frequency Restoration Reserve for all SEs or Consumption SEs making up the RPG is less than or equal to the Maximum Downward Reserve of the Reserve Providing Group.

The scheduling resolution is 1 MW. For each Reserve Providing Group, the scheduled reserve (1 MW resolution) must be less than or equal to the maximum reserve certified (0.1 MW resolution).

7.3 Scheduling of Reserve Providing Groups

The Reserve Provider schedules the Frequency Containment and Automatic Frequency Restoration Reserves of its Reserve Providing Groups for SEs and Consumption SEs making up the Reserve Providing Groups in accordance with Section 1 of the MA-RE Terms and Conditions. The Frequency Containment Reserve (respectively Automatic Frequency Restoration Reserve) taken into account at the Reserve Providing Group level is the sum of the Frequency Containment Reserves (respectively Automatic Frequency Restoration Reserves) scheduled on each SE or Consumption SE making up the Reserve Providing Group.

7.4 Correction of RTE schedules

7.4.1 In real time

If RTE observes that a Reserve Providing Group does not or only very partially contributes (contribution of less than 20% of the expected contribution) to the scheduled frequency control for a period greater than or equal to 30 minutes, RTE may request that the Reserve Provider immediately adhere to its Final Dispatch Schedule, or if it is not in a position to do so, to redeclare and/or declare an Unscheduled Unavailability. If the Reserve Provider does not comply with the final dispatch schedule or forecast dispatch schedule, RTE may invalidate the Reserve Schedules of the Reserve Providing Group concerned.

7.4.2 Ex post

If RTE observes that a Reserve Providing Group presents a zero generation or consumption over a 30-minute interval, while this Reserve Providing Group had scheduled Frequency Containment Reserve or Automatic Frequency Restoration Reserve, RTE can correct the Reserve Schedules of the Reserve Providing Group concerned by changing them to zero. This correction is not applied for Reserve Providing Groups that can provide Frequency Containment Reserve or Automatic Frequency Restoration Reserve from a zero reference generation or consumption.

Moreover, if RTE retrospectively finds that a Reserve Providing Group has not contributed or only very partially contributed (contribution below 20% of the expected contribution according to the criteria defined in Articles 14.2.2.3 and 14.2.3.1) to the scheduled frequency control for a period greater than or equal to 30 minutes, RTE may Notify the Reserve Providing Group of this one-time absence of frequency control and correct the Reserve Schedules of the Reserve Provider concerned by changing them to zero. Following receipt of this Notification from RTE, the Reserve Provider may, within a period of one Month from the date of receipt, dispute the nature of the deviation detected by RTE.

8. RESERVE EXCHANGES WITHIN FRANCE

8.1 Principle

Two Reserve Providers may exchange Reserves, through bilateral agreements. In this case, each Reserve Provider Notifies RTE of the exchange through the Reserve Exchange Notification system (NER). NERs do not modify the Reserve Obligations or Commitments of Reserve Providers.

RTE provides a solution to facilitate information exchange between itself and Reserve Providers. Information exchange relates to the potential volumes and purchase and sale prices of frequency ancillary services between Reserve Providers. RTE accepts no responsibility if this solution fails or is unavailable.

8.2 Contents of an NER

An NER Notified by a Reserve Provider to RTE must contain the following information:

i. The name of the Reserve Provider buying the Reserve;

ii. The name of the Reserve Provider selling the Reserve;

iii. The Delivery Day concerned;

iv. The Type of Reserve

v. The nature of the exchange, whether symmetric, upward only, or downward only; and

vi. The Reserve exchange Time Series of the Reserve Type.

The Time Series values of the Reserve exchange are positive or zero integers, expressed in MW.

A symmetric Reserve exchange is an upward and downward Reserve exchange.

The NERs are managed in update mode (as opposed to overlay mode): if several NERs are received by RTE with the same information i, ii, iii, iv and v, RTE will consider that the exchange values of the last accepted NERs override the values of the previously accepted NER (i.e. the values are not added).

The Reserve Provider purchasing the reserve acquires Reserve: it will need to provide less Reserve to RTE. In this case, its counterparty, the Reserve Provider selling Reserve provides Reserve: it will have to provide more Reserve to RTE.

8.3 Conditions for accepting an NER by RTE

The cumulative conditions for approval of an NER by RTE are the following:

i. The NER contains all the information listed in Article 8.2;

ii. The NER contains only positive or zero integers;

iii. The NER respects the conditions and format described in the IS Terms and Conditions;

iv. The Reserve Provider transmitting the NER is either the Reserve Provider purchasing or the Reserve Provider buying;

v. The Delivery Day of an NER must be the Day D or the Day D+1;

vi. If the Delivery Day is the day d+1, then the time of receipt must be 10:00 or later. If the Delivery Day is Day D, the Time Series of the Reserve exchange values should not change the Half-hourly intervals prior to the time of receipt rounded to the next time up (example: if the Notification time is 1:17, then the first four Half-hourly intervals of the Day cannot be changed);

vii. RTE has received an identical NER from the counterparty of the Reserve Provider; and

viii. The NER does not lead to a Daily Balance of Power Exchanges strictly below the Daily Exchange Limit for the Reserve Provider (this criterion should also be respected for its counterparty).

8.4 NER process

From receipt of an NER, RTE verifies that conditions i to vi defined in Article 8.3 are met. If one of the criteria is not met, RTE Notifies the Reserve Provider of the rejection and associated reason.

If all the criteria i to vi defined in Article 8.3 are respected and if RTE has received the NER of the counterparty, then RTE verifies that the conditions vii and viii defined in Article 8.3 are met. If they are not both respected, for the Reserve Provider and its counterparty, then RTE Notifies the Reserve Provider and its counterparty of its refusal and the associated reason. Otherwise RTE Notifies the Reserve Provider and its counterparty that the NERs concerned and Daily Balance of Power Exchanges described in Article 15.3 have been accepted.

RTE waits for the NER of the Reserve Provider's counterparty provided the condition vi of Article 8.3 is respected. If it is not, RTE Notifies the Reserve Provider of its refusal and the associated reason.

A Reserve Provider may cancel its NER if it has not yet been accepted by RTE, by submitting a new version of its NER.

8.5 Monitoring

RTE sends the accepted Reserve Exchange Notifications to the CRE.

8.6 Transitions to/from summer time and standard time

The Reserve exchange Time Series is modified as follows:

- During the transition to winter time, the Reserve Provider provides a Time Series of 50 Half-Hourly Intervals.
- During the transition to summer time, the Reserve Provider provides a Time Series of 46 Half-Hourly Intervals.

The specific formats of the time series in these specific cases are specified in the IS Terms and Conditions at least 3 Months before preparing the file concerned.

9. EXPLICIT IMPORT/EXPORT OF RESERVE

Since 16 January 2017, imports and exports of Frequency Containment Reserve are implicitly implemented via the cross-border call for tenders. Frequency Containment Reserve exchanges with a foreign TSO are therefore no longer permitted.

A Reserve Provider may not import or export Frequency Containment Reserve or Automatic Frequency Restoration Reserve cross-border either itself or with a counterparty other than a TSO. The Terms and Conditions may evolve if RTE and a neighbouring TSO allow this possibility, within the process of revising the Terms and Conditions.

10. REMUNERATION OF FREQUENCY CONTROL CAPACITIES

10.1 Regulated Capacity Price

The Regulated Capacity Price is 9.098 € per MW and Half-Hourly Interval.

The Regulated Capacity Price is revised on the first of January of each year "n", by multiplying it by a factor Kt calculated as follows: Kt=0.2+0.6(ICHT-revTSn-1/ICHT-revTS0)+0.2(FSD1n-1/FSD10), where:

- ICHT-revTSn-1: Index for the Month of July of the year n-1 of the hourly cost of labour, for all employees, wage costs included, published in the BOCCRF or any other specialised journal.
- ICHT-revTS0: Index for the month of July 2013 of the hourly cost of labour, for all employees, wage costs included, (= 112.0)
- FSD1n-1 is the index of the Month of October of year n-1 of the miscellaneous costs and services 1 published by the Monitor of the TP and B, or by any other specialised journal.

FSD10: Index for the Month of October 2013 of miscellaneous costs and services (= 130.6)

10.2 Remuneration in the event of contracting through obligations

RTE shall pay each MW of Reserve Obligation up to the Regulated Capacity Price calculated in accordance with Article 10.1. Thus for each Reserve Type, and each Half-Hourly Interval, the Reserve Provider is remunerated the amount of:

$$PFC * P$$

Where:

- PFC is the Regulated Capacity Price in € per MW per Half-Hourly Interval;
- P is the final Reserve Obligation in MW.

10.3 Remuneration in the event of contracting through call for tenders

RTE remunerates each offer accepted at the corresponding marginal price. Thus for each Reserve Type, and each Half-Hourly Interval, the Reserve Provider is remunerated the amount of:

$$\sum_{accepted\ offers\ i} Vi \frac{pi}{2n}$$

Where:

- Vi is the volume accepted in MW of each offer i;
- n is the number of hours the offer remuneration price covers;
- pi is the remuneration price of offer i in €/MW for the relevant delivery period and Reserve Direction;

In the event of a fallback situation leading to the contracting of Automatic Frequency Restoration Reserve based on a similar day, the preceding formula applies with the use of marginal prices per Half-Hourly Intervals and per Reserve Direction of the selected similar day as remuneration price.

11. MONITORING OF STATED ELEMENTS AND CONSEQUENCES

11.1 Reserve Balance

RTE calculates the Reserve Balance per Reserve Provider, per Half-Hourly Interval, per Reserve Type and per Reserve Direction. RTE therefore calculates 4 (four) Reserve Balances for each Half-Hourly Interval:

- Upward Frequency Containment Reserve Balance;
- Downward Frequency Containment Reserve Balance;
- Upward Automatic Frequency Restoration Reserve Balance; and
- Downward Automatic Frequency Restoration Reserve Balance;

Each Reserve Balance is defined as the algebraic sum of the following terms:

- opposite value of the final Reserve Obligation, established in accordance with Article 6.5.4, when contracting through obligations;
- opposite value of the sum of the volumes of selected Reserve, in accordance with Articles 6.3 and 6.4, in the case of contracting through call for tenders;
- the algebraic sum of symmetric NER or of the approved Reserve Direction, in accordance with Article 8, the NER for which the Reserve Provider is the buyer being counted positively, the sales NER negatively;
- balance of imports / exports of cross-border Reserve; and
- sum of the last symmetric Forecast Dispatch Schedules or of the Reserve Direction for all Reserve Providing Groups of the Reserve Provider's Perimeter, established in accordance with Article 7.

If one of the terms does not exist, then it is considered zero.

The Reserve Balance may be amended in the case described in Article 11.2.2.

11.2 Compensation related to a negative Reserve Balance

11.2.1 Principles

For each Half-Hourly Interval, each Reserve Type, and for each Reserve Direction if the Reserve Balance of the Reserve Provider is strictly negative, then the latter pays Compensation to RTE. It is suspended or reduced in the specific cases listed below in Article 11.2.2. The amount of Compensation is specified in Article 11.2.3.

11.2.2 Conditions of eligibility for the suspension or reduction of the Compensation

When the negative Reserve Balance is the result of Unscheduled Unavailability of all or part of the Reserve Providing Group, an Unscheduled Unavailability of the Transmission or Distribution System, or an Uncontrolled Hydropower Input by the Reserve Provider, the Compensation is suspended over the period between the start of unavailability and one hour after the scheduling Gate Closure immediately following the start of the unavailability. In this case and during this period, the Reserve Balance calculated in accordance with Article 11.1 is amended. For the Reserve Providing Groups concerned, the Reserve Balance is based on the Reserve schedule prior to the Unscheduled Unavailability or the Uncontrolled Hydropower Input. The Compensation is suspended by amending the Reserve Balance as described previously.

Case of contractual obligation in accordance with Article 6.5 or contracting by use of a similar day in accordance with Article 6.4.6.2:

Moreover, in the case of contracting through obligations or by basing on a similar day in a fallback situation and when the Reserve Provider does not have Control capacity on the Reserve Providing Groups of its Reserve Perimeter at its disposal to rebuild its failed Reserves following the period during which the Compensation was suspended in accordance with the previous system, the Compensation due is reduced, from the end of the previous suspension period to the end of the unavailability of the Reserve Providing Group concerned. This reduction is calculated using the Compensation formula described in Article 11.2.3.

If the start of the Unscheduled Unavailability or Uncontrolled Hydropower Input, occurring on a Day D, takes place before the System Access Deadline for the Day D+1, the reduction of the Compensation is limited to a maximum at the end of day D. If the start of the Unscheduled Unavailability took place after the System Access Deadline for the Day D+1, the reduction of the Compensation is limited to a maximum at the end of Day D+1.

Example:

If the Unscheduled Unavailability or the Uncontrolled Hydropower Input occurs on Friday at 20:23, then the Compensation is suspended from 20:00 to 21:59, and in addition, if the Reserve Provider is eligible, the Compensations are reduced from 22:00 to 23:59 on Friday and all Day Saturday.

If the Unscheduled Unavailability or the Uncontrolled Hydropower Input occurs on Friday at 12:45, then the Compensation is suspended from 12:30 to 13:59, and in addition, if the participant is eligible, the Compensations are reduced from 22:00 to 23:59 on Friday

11.2.3 Amount of Compensation related to a negative Reserve Balance

When the Reserve Balance for a Half-Hourly Interval, for a Reserve Type and for a Reserve Direction is strictly negative, the Reserve Provider pays a Compensation to RTE.

Where:

- PAH and PAB are upward and downward Reserve schedules in MW

- PAHFH and PAHFB are the Reserve schedules excluding unforeseen events in MW respectively upward and downward (if the Reserve Provider is eligible for the reduction of the Compensation, in accordance with Article 11.2.2, PAHFH PAHFB and are the Forecast Dispatch Schedule values if the Unscheduled Unavailability or Uncontrolled Hydropower Input had not occurred)
- BH and BB are upward and downward Reserve Balances in MW (calculated in accordance with Article 11.1)
- BHFH and BHFB are the Reserve Balances excluding unforeseen events in MW respectively upward and downward (Reserve Balance calculated with the Reserve schedule excluding unforeseen events rather than the Reserve schedule)
- SPOT is the reference Spot Price in € for a delivery of 1 MWh of electricity in France over the time considered
- PFC is the Regulated Capacity Price in € per MW per Half-Hourly Interval
- || represents the absolute value operator

Where:

IEPH = basic upward full compensation = max (0 ; -BHFH*max (0.2*PFC;|SPOT/2|) – BHFH * PFC)

IERH = basic upward reduced compensation = 1.2*PFC*max (0; (min (0; BHFH) – BH))

IEPB = basic downward full compensation = max (0; -BHFB*max (0.2*PFC; |SPOT/2|) – BHFB*PFC)

IERB = basic downward reduced compensation = 1.2*PFC*max (0; (min (0; BHFB) – BB))

NPR = partial netting of the remuneration = max (0; min (-BH; -BB; P)*PFC))

a = ratio of upward / downward compensation = max (0.2; min (0.8; 0.8*SPOT/50))

11.2.3.1 Amount of Compensation before date I.

Date I will be communicated to the Reserve Providers one month prior.

For each Half-Hourly Interval and for each Reserve Type:

$$Compensation = a * [\, IEPH + IERH \,] + (1 - a) * [\, IEPB + IERB \,]$$

<u>Example:</u>

For a given Half-Hourly Interval, consider a Reserve Provider awarded from 10 MW Frequency Containment Reserve at 16€/MW/h. The SPOT price of the half-hour interval time considered is SPOT=30€/MWh. The PFC is 10€/MW/30 min.

On the half-hourly interval considered the Reserve Provider schedules only 5 MW of upward Frequency Containment Reserve and 5MW of downward FCR. Its reserve balances are negative: BH = BHFH = -5 MW et BB = BHFB = -5 MW.

Where:

*IEPH = max (0, 5*max (0,2*10, 15) + 5*10) = 125 €*

IERH = IERB = 0

*IEPB = max (0, 5*max (0,2*10, 15) + 5*10) = 125€*

*a= max (0,2, min (0,8, 0,8*30/50)) = 0,48*

*Remuneration = Vi*pi/2 = 10* 16/2 = 80 €*

*Compensation = a (IEPH + IERH) + (1-a) * (IEPB + IERB) = 125 €*

11.2.3.2 Amount of Compensation after date I.

- Case of contracting Frequency Containment Reserve by call for tenders:

For each Half-Hourly Interval:

$$Compensation_{FCR} = a * [\ IEPH + IERH\ ] + (1 - a) * [\ IEPB + IERB\ ]$$

And:

$$IEPH_{FCR} = \max(0\ ; -\mathrm{BHFH} * \max(0.2 * \frac{\mathrm{p}}{2}; \left|\frac{\mathrm{SPOT}}{2}\right|) - \mathrm{BHFH} * \frac{\mathrm{p}}{2})$$

$$IEPB_{FCR} = \max(0\ ; -\mathrm{BHFB} * \max(0.2 * \frac{\mathrm{p}}{2}; \left|\frac{\mathrm{SPOT}}{2}\right|) - \mathrm{BHFB} * \frac{\mathrm{p}}{2})$$

Where:

- p is the marginal price in €/hMW of the FCR call for tenders for the Half-Hourly Interval considered.

<u>Example:</u>

Consider a Reserve Provider awarded from 10 MW Frequency Containment Reserve at 10€/MW/h. The SPOT price of the half-hour interval time considered is SPOT=30€/MWh. The PFC is 10€/MW/30 min.

On the half-hourly interval considered the Reserve Provider schedules only 5 MW of upward Frequency Containment Reserve and 5MW of downward FCR. Its reserve balances are negative: BHFH = -5 MW et BHFB = -5 MW.

And:

*IEPH_FCR = max (0 ; 5*max (0,2*5 ; 15) + 5*5) = 100€ = IEPB_FCR*

*a= max (0,2 ; min (0.8 ; 0.8*30/50)) = 0.48*

Remuneration = Vi*pi/2 = 10* 10/2 = 50 €

*Compensation = a*IEPH_FCR + (1-a)*IEPB_FCR = 0.48 * 100 + 0.52 * 100 = 100 €*

- Case of Frequency Containment Reserve contracting through obligations:

For a Half-Hourly Interval:

$$Compensation_{FCR,o} = a * [\ IEPH + IERH\ ] + (1 - a) * [\ IEPB + IERB\ ]$$

<u>Example:</u>

For a given Half-Hourly Interval, consider a Reserve Provider subject to a 15 MW Frequency Containment Reserve Obligation. This Reserve Provider schedules 6 MW of symmetric Frequency Containment Reserve with its RPG 1 and 7 MW of upward Frequency Containment Reserve only with its RPG 2. The Reserve Provider has an unforeseen event on its RPG 1 and is eligible for reduced Compensation. Consider that PFC = 10 € and SPOT = 50 €.

Where:

P = 15 MW, PAHFH = 13 MW, PAH = 7 MW, BH = -8 MW and BHFH = -2 MW

P = 15 MW, PAHFB = 6 MW, PAB = 0 MW, BB = -15MW et BHFB = -9 MW

*IEPH = max (0; -BHFH*max (0.2*PFC; |SPOT/2|) – BHFH*PFC) = 2*max (0.2*10 ; 50/2) + 2*10 = 70 €*

IEPB = max (0, -BHFB*max (0.2*PFC;|SPOT/2|) – BHFB*PFC)*= 9*max (0.2*10 ; 50/2) + 9*10 = 315 €*

IERH = 1.2*PFC*(min (0; BHFH) – BH)= *1.2*10*(-2+8) = 72 €*

IERB = 1.2*PFC*(min (0; BHFB) – BB)= *1.2 * 10 * (-9+15) = 72 €*

*a = max (0.2; min (0.8; 0.8*SPOT/50))=0.8*

Compensation = a*(IEPH + IERH) + (1-a)*(IEPB + IERB) = 0.8 * (70 + 72) + 0.2 * (315 + 72) = 191€

- Case of Automatic Frequency Restoration Reserve contracting through call for tenders:

For each Half-Hourly Interval:

$$Compensation_{aFRR} = IEPH_{aFRR} + IEPB_{aFRR}$$

Where:

$$IEPH_{aFFR} = \max(0\,; -\mathrm{BHFH} * \max(0.2 * \frac{\mathrm{pu}}{2}; \left|\frac{\mathrm{SPOT}}{2}\right|) - \mathrm{BHFH} * \frac{\mathrm{pu}}{2})$$

$$IEPB_{aFRR} = \max(0\,; -\mathrm{BHFB} * \max(0.2 * \frac{\mathrm{pd}}{2}; \left|\frac{\mathrm{SPOT}}{2}\right|) - \mathrm{BHFB} * \frac{\mathrm{pd}}{2})$$

Where:

- pu is the upward marginal price in €/hMW of the Automatic Frequency Restoration Reserve call for tenders of the Half-Hourly Interval considered;
- pd is the downward marginal price in €/hMW of the Automatic Frequency Restoration Reserve call for tenders of the Half-Hourly Interval considered

- *<u>Example:</u>*
- *Consider a Reserve Provider selected for the aFRR tender at the rate of 10 MW upward at the price of 10€/MW/h and 10 MW downward at the price of 5€/MW/h. The spot price for the hour of the half-hour interval considered is 30 € / MWh. The PFC is worth 10€/MW/30 min.*
- *On the half-hourly interval considered, it schedules only 5 MW of upward automatic Frequency Restoration Reserve and 5 MW of downward automatic Frequency Restoration Reserve. Its reserve balances are therefore negative: BH= BHFH = -5 MW and BB= BHFB = -5 MW*
- *Where:*

- *IEPH_aFRR= max (0; 5*max (0.2*5); 15) + 5*5) = €100*
- *IEPB_aFRR = max (0; 5*max (0.2*2.5); 15) + 5*2.5) = €87.5*
- *Remuneration* = Vh*ph/2 + Vb*pb/2 = 10* 10/2 + 10* 5/2 = 75 €
- *Compensation = IEPH_aFRR +IEPB_aFRR = 100 + 87.5 = 187.5 €*

- Case of Automatic Frequency Restoration Reserve contracting using a similar day:

For each Half-Hourly Interval:

$$Compensation_{aFRR,sd} = IEPH_{aFRR,sd} + IERH_{aFRR,sd} + IEPB_{aFRR,sd} + IERB_{aFRR,sd}$$

Where:

$$IEPH_{aFRR,sd} = \max(0\,; -\mathrm{BHFH} * \max(0.2 * \frac{pu_{sd}}{2}\,; \left|\frac{\mathrm{SPOT}}{2}\right|) - \mathrm{BHFH} * \frac{pu_{sd}}{2})$$

$$IERH_{aFRR,sd} = 1.2 * \frac{pu_{sd}}{2} * \max(0\,; (\min(0, \mathrm{BHFH}) - \mathrm{BH}))$$

$$IEPB_{aFRR,sd} = \max(0\,; -\mathrm{BHFB} * \max(0.2 * \frac{pd_{sd}}{2}\,; \left|\frac{\mathrm{SPOT}}{2}\right|) - \mathrm{BHFB} * \frac{pd_{sd}}{2})$$

$$IERB_{aFRR,sd} = 1.2 * \frac{pd_{sd}}{2} * \max(0\,; (\min(0, \mathrm{BHFB}) - \mathrm{BB}))$$

Where:

- pu_{sd} is the upward marginal price in €/HMW of the Automatic Frequency Restoration Reserve call for tenders of the Half-Hourly Interval of the similar day;
- pd_{sd} the downward marginal price in €/HMW of the Automatic Frequency Restoration Reserve call for tenders of the Half-Hourly Interval of the similar day.

<u>Example :</u>

Consider a fallback situation where a Reserve Provider has to meet the aFRR tender of the similar day for 15 MW upwards at a price of 10€/MW/h and 15MW downwards at a price of 5€/MW/h. The spot price for the hour of the considered Half-Hourly Interval is 30€/MWh. The PFC is 10€/MW/30 min.

For the half-hourly interval considered the Reserve Provider schedules 6 MW of upward and downward aFRR with its RPG 1, and 7 MW of upward aFRR only with its RPG 2. The Reserve Provider has an unforeseen event on its RPG 1 and is eligible for reduced Compensation.

Its reserve balances are negative: BH=-8; BHFH = -2 MW; BB=-15 and BHFB= -9 MW

And:

*IEPH_(aFFR,sd) = max (0 ; 2*max (0.2*5; 15) + 2*5) = 40 € ; IERH_(aFFR,sd) = 1.2*5*(min (0;-2) + 8)) = 36 €*

*IEPB_(aFFR,sd) = max (0 ; 9*max (0.2*2.5; 15) + 9*2,5) = 157.5 €*

*IERB_(aFFR,sd) = 1.2*2.5*(min (0;-9) + 15)) = 18 €*

Remuneration = Vu_sd*pu_sd /2 + Vd_sd*pd_sd /2 = 15* 10/2 + 15* 5/2 = 112.5 €

Compensation= IEPH_(aFFR,sd) + IERH_(aFFR,sd) + IEPB_(aFFR,sd) + IERB_(aFFR,sd) = 40 + 36 + 157.5 + 18 = 251.5 €

11.3 Compensation related to a Frequency Ancillary Services failure due to a Balancing Mechanism operation

The Compensations described in this Article complete and are cumulated with the Compensation described in Article 11.2.

11.3.1 Reserve Balance based on the Final Dispatch Schedule

RTE calculates a specific Reserve Balance based on the Final Dispatch Schedule per Reserve Provider, per Half-Hourly Interval, per Reserve Type and per Reserve Direction. This Reserve Balance is identical to the one calculated in accordance with Article 11.1, with the difference that it is calculated on the Final Dispatch Schedule instead of the Forecast Dispatch Schedule, except for balancing bids activated to reconstitute Frequency Ancillary Services, for which the calculation on the Forecast Dispatch Schedule is maintained.

The mean value of the Final Dispatch Schedule on the Half-Hourly Interval is used.

11.3.2 Amount of Compensation related to a Frequency Ancillary Services failure due to a balancing operation

For each Reserve Provider, each Reserve Type, each Reserve Direction, and each Half-Hourly Interval, RTE calculates a volume V equal to 0 if B_{FDS} is greater than or equal to 0 and equal to the difference between B_{FtDS} and $B_{FDS,}$ otherwise, with V = min [max (0; - B_{PM}) ; max (0; B_{PA} - B_{PM})]. The terms B_{FtDS} and B_{FDS} correspond respectively to the Reserve Balance calculated in accordance with Article 11.1, and the Reserve Balance based on the Final Dispatch Schedule.

When the volume V for a Half-Hourly Interval, for a Reserve Type and for a Reserve Direction is strictly positive, the Reserve Provider pays a Compensation to RTE. The amount of the Compensation for a Half-Hourly Interval and for a Reserve Type and Reserve Direction is:

- V*a*S/2 for the upward reserve
- V*(1-a)*S/2 for the downward reserve

Where:

- a is the ratio of upward/downward compensation established in accordance with Article 11.2.3.
- S is the Compensation associated with the frequency ancillary services additional costs in €/ hMW established in accordance with Article 11.3.3.

11.3.3 Determining the value S

The value of S is revised on April 1 of each year, from the year 2016. We note S_Y the value of S applicable from 1 April of the year Y on 31 March of the year Y+1.

Each year Y, from 2018, between 1 and 15 March, RTE establishes the balance of the year Y-1 marked as $balance_{Y-1}$:

$$solde_{A-1} = solde_{A-2} - \frac{\sum_{A-1} surcoûts\ SSY}{\sum_{A-1} volumes\ SSY\ reconstitués} \sum_{A-1} aV_H + (1-a)V_B$$
$$+ S_{A-2} \sum_{\substack{A-1 \\ mois\ 1\ 2\ 3}} aV_H + (1-a)V_B + S_{A-1} \sum_{\substack{A-1 \\ mois\ 4\ 5\ 6\ 7\ 8\ 9\ 10\ 11\ 12}} aV_H + (1-a)V_B$$

- $\sum_{A-1} surcoûts\ SSY$ is the sum of the frequency ancillary services additional costs (in euros) of the year Y-1, determined in accordance with the MA-RE Terms and Conditions;
- $\sum_{A-1} volumes\ SSY\ reconstitués$ is the sum of the frequency ancillary services reconstituted volumes for the year Y-1 (in hMW), determined in accordance with the MA-RE Terms and Conditions;
- $\sum_{A-1} aV_H + (1-a)V_B$ is the sum for all Reserve Providers and for all Half-Hourly Intervals for the year Y-1, and for all Types of Reserve, of the volumes V, as defined in Article 11.3.2 (in hMW), where V_U is the upward volume and V_D is the downward volume; and
- a is the ratio of upward/downward compensation established in accordance with Article 11.2.3.

The balances of years 2015 and 2016 are nil.

Each year, from 2016, between 1 and 15 March, RTE sets the value of S_Y applicable from 1 April of the year Y to 31 March of the year Y+1:

$$S_A = \frac{\sum_{A-1} surcoûts\ SSY}{\sum_{A-1} volumes\ SSY\ reconstitués} - \frac{solde_{\ A-1}}{\sum_{A-1} aV_H + (1-a)V_B}$$

Each year Y, RTE Notifies the value of SY to all Reserve Providers at least 10 Business Days before 1 April of the year Y, and publishes the elements of the calculation on its website.

11.4 Network unavailability of a Reserve Providing Group

In cases of total or partial unavailability or inability of a Reserve Providing Group to provide frequency control, no Compensation in terms of frequency control is applied when it is directly linked to a limitation in the injection or withdrawal of a Site belonging to this Reserve Providing Group due to a constraint on the Public Transmission System, outside of the Scheduled Unavailability for which the Transmission System Access Contract determines the liability of RTE for actual, direct, current and certain damages.

12. ACTIVATION OF AUTOMATIC FREQUENCY RESTORATION RESERVE ENERGY

12.1 Pro rata activation

Before a date W, Notified by RTE one (1) month in advance to Reserve Providers, and which corresponds to the commissioning of the new STANWAY network management tool, RTE activates Reserve Providing Groups in generalised pro rata mode. All Reserve Providing Groups certified for Automatic Frequency Restoration Reserve, whether or not they schedule Automatic Frequency Restoration Reserve at time t, receive the same N Level every 5 seconds and varying between -1 and +1.

From date W, the Level becomes individualised (Ni) and is sent every 4 seconds.

RTE can activate the automatic frequency restoration reserve:

- Generalised pro rata: all Reserve Providing Groups certified for Automatic Frequency Restoration Reserve, whether or not they schedule Automatic Frequency Restoration Reserve at time t, receive the Ni level
- Individualised pro rata:
    - If the Final Dispatch Schedule is nil, then the Reserve Providing Groups receive a zero Ni Level;
    - Otherwise, Reserve Providing Groups receive an individualised Ni Level pro rata to their scheduled volume.

12.2 Activation according to merit order

In accordance with Article 21 of the EBGL, RTE's nominal activation of Automatic Frequency Restoration Reserve will evolve from a "pro rata" mode to a "merit order" mode.

The following elements will be applicable at a date X Notified by RTE one (1) month in advance to the Reserve Providers. Before date X, the activation of Automatic Frequency Restoration Reserve remains on a pro rata basis.

After date X, the nominal activation mode will be the merit order mode. The pro rata mode will still be maintained by RTE in a downgraded mode situation where the Automatic Frequency Restoration Reserve Energy Bids of the participants cannot be activated by RTE.

12.2.1 Constitution of an Automatic Frequency Restoration Reserve Energy Bid

12.2.1.1 Preparing an Automatic Frequency Restoration Reserve Energy Bid

12.2.1.1.1 Coverage of Automatic Frequency Restoration Reserve Energy Bids

For all of the RPGs Qualified for Automatic Frequency Restoration Reserve within their Reserve Perimeter, the Reserve Provider must submit, per Day, one or more Upward aFRR Energy Bid(s) and/or one or more Downward aFRR Energy Bid(s) over each Validity Period.

The total volume offered in MW for a given Validity Period must always be equal to the Upward (respectively Downward) "market" certified volume for the RPG concerned.

The Validity Period of an Automatic Frequency Restoration Reserve Energy Bid is 15 minutes.

The first Validity Period of a day is [00 :00 :01 ; 00 : 15 :00]. The 15-minute Validity Periods follow without overlapping.

12.2.1.1.2 Characteristics of an Automatic Frequency Restoration Reserve Energy Bid

All Energy Bids are formulated over a Validity Period.

The basic characteristics of an Energy Bid are described the “implementation framework for the European platform for the exchange of balancing energy from frequency restoration reserves with automatic activation" or hereinafter “aFRR IF". The exact format must be in accordance with the associated IS implementation guide. Energy Bids are transmitted via the dedicated application TOPNIVEAU and must contain the following information:

- RPG to which the Energy Bid applies;
- Day and Validity Period;
- An activatable volume range (MW, to the nearest MW): this is the minimum and maximum volume range in Automatic Frequency Restoration Reserve associated with a price Bid.
- The price corresponding to this volume (in €/MWh);
- Full activation time (FAT) (in seconds): the maximum time period to go pfrom 0 to the Final Dispatch Schedule volume. The FAT value must be less than or equal to 400 seconds (300 seconds from 18 December 2024) and greater than or equal to the certified FAT in seconds.
- A direction (Upward or Downward).

For each RPG and each Validity Period, a price must be given by the Reserve Provider for each certified volume range. Therefore, there are as many Energy bids as there are volume ranges offered. Volume ranges must be separate for a given RPG, direction, and Validity Period. In practice, different volume ranges may be assigned the same price. RTE authorises a maximum of 3 Upward volume ranges and 3 Downward volume ranges for a given RPG and Validity Period.

The Bid price of an Upward or Downward Bid must be expressed in €/MWh with an accuracy of two decimal places. This Bid price can be zero, positive or negative. It will be used for Automatic Frequency Restoration Reserve activation according to merit order.

In the case of an Upward Energy Bid with a positive or zero price, the remuneration is paid by RTE to the Reserve Provider in compensation for Activation of the Energy Bid.

In the case of an Upward Energy Bid with a negative price, the remuneration is paid by the Reserve Provider to RTE in exchange for Activation of the Energy Bid.

In the case of a Downward Energy Bid with a positive or zero price, the remuneration is paid by the Reserve Provider to RTE in exchange for Activation of the Energy Bid.

In the case of a Downward Energy Bid with a negative price, the remuneration is paid by RTE to the Reserve Provider for Activation of the Energy Bid.

RTE expects at minimum 96 Upward aFRR Energy Bids and 96 Downward aFRR Energy Bids per day and per RPG.

The Energy Bids associated with a RPG and formulated over a Validity Period are considered to be firm at the time of Submission of the Energy Bid.

12.2.1.2 Timeline of submission of Energy Bids

12.2.1.2.1 Transmission of Energy Bids

For a Day D, the Reserve Provider may submit its first Energy Bids from 00:00 on D-7.

The technical terms for Energy Bid submission are specified in the IS implementation guide.

12.2.1.2.2 Update of Energy Bids

Each Day D corresponds to 97 Gate closures described below:

– 1 initial Gate for which closure is set to D-1 at the System Access Deadline; and

– 96 intraday Gates for which closure is positioned 25 minutes before each start of Validity Period. The first intraday Gate Closure for the day D is the Gate Closure of 23:35 on D-1.

For a Day D:

- If no Valid Energy Bid has been submitted by the Reserve Provider on D-1 after the System Access Deadline, then the Energy Bids are created by RTE according to the terms described in Article 12.2.1.2.6 ;

– ID Energy Bids Submitted after the Gate Closure (either after the 25-minute deadline before the quarter hour QH Validity Period, or QH-25 min) will not be taken into account for the Validity Period starting at QH and ending at QH+15min

12.2.1.2.3 Backup Mode of Automatic Frequency Restoration Reserve Energy Bids on D-1:

If the Reserve Provider fails to file the tender documents on the dedicated application, RTE may submit the Energy Bids for the following day on behalf of the Reserve Provider. This is possible once the System Access Deadline has passed on D-1 only, to allow the Reserve Provider to declare its prices on D-1 for the entire following day.

The characteristics of this submission are as follows:

- The document must contain the 96 XML Energy Bid documents. Its format must comply with the set of rules specified in the IS implementation guide;
- Each xml Energy Bid document must feature the Energy Bids of all certified RPGs
- The submission can only be made on D-1 for the day D between System Access Deadline and 18:00;

- The rules for checking the validity of the document and of the Energy Bids are applied. The creations/completions of the Energy Bids are also carried out by RTE in accordance with Article 12.2.1.2.6.

12.2.1.2.4 Submission and Changes to Energy Bids

Any Change made to an Energy Bid is Submitted via the dedicated Application in accordance with the document format and terms for transmission described in the IS Terms and Conditions.

12.2.1.2.5 Consideration and refusal

Energy Bids Submitted and in accordance with the Terms and Conditions are Taken into Account.

Non-compliant Energy Bids Submitted are Rejected.

Any Energy Bid Taken into Account can be Dispatched by RTE during the Validity Period concerned.

Energy Bids are updated in cancel and replace mode for all of the Energy Bids of the Reserve Provider.

In the event of IS issues, RTE reserves the right to close the Gates. Submitted Energy Bids are not taken into account during Gate Closures.

In accordance with Article 12.2.3.6, RTE reserves the right to switch to pro rata mode, even if the submitted Energy Bids have been Taken Into Account.

12.2.1.2.6 Creation of Energy Bids by RTE in case of non-compliance with obligations relating to the submission of Energy Bids

In the event of non-compliance with Article 12.2.2 on the obligation to submit Energy Bids for all certified capacities or in the event of non-compliance with the technical characteristics of the Energy Bids submitted, RTE:

- Rejects Energy Bids that do not comply with Article 12.2.1.1;
- Then completes the Energy Bids so that the volume of the Upward and Downward Energy Bids covers the entire certified Upward and Downward volume of the RPG.

Each Energy Bid created by RTE shall be considered firm and binding for the activation of Automatic Frequency Restoration Reserve.

In the event of missing or unsubmitted Energy Bids:

Following the verification process of the Energy Bids Submitted, if RTE has not had Upward or Downward Energy Bids for one of the Validity Periods, for one of the RPGs certified in Automatic Frequency Restoration Reserves in accordance with Annex 4, RTE will create the missing Energy Bids(s) with the following characteristics:

Upward:

- Name of the missing RPG
- The Validity Period concerned
- Certified Upward Volume (contractual volume truncated to the nearest MW)

- Certified FAT
- Default Upward price
- Upward Energy Bid Direction

The default Upward price for a RPG is a price RTE uses to create an Upward Energy bid for a RPG. It is initialised by taking the last maximum price of an Upward Energy Bid for the last Validity Period of the day before the Energy Bid is submitted. This default price therefore always varies from day to day depending on the last Energy Bid received for the RPG concerned, the day before the submission of the Energy Bid.

Downward:

- Name of the missing RPG
- The Validity Period concerned
- Certified Downward Volume (contractual volume truncated to the nearest MW)
- Certified FAT
- Default Downward price
- Downward Energy Bid Direction

The default Downward price for a RPG is a price RTE uses to create a Downward Energy Bid for a RPG. It is initialised by taking the last maximum price of a Downward Energy Bid for the last Validity Period of the day before the Energy Bid is submitted. This default price therefore always varies from day to day depending on the last Energy Bid received for the RPG concerned, the day before the submission of the Energy Bid.

The following table summarises the different cases:

	Upward	Downward
Minimum volume	0	0
Maximum volume	Certified Upward volume	Certified Downward volume
Price	Maximum price of all of the Upward Energy Bids of the RPG for the Validity Period 23:45-00:00 on the day D-1 in relation to the date the file was submitted	Minimum price of all of the Downward Energy Bids of the RPG for the Validity Period 23:45-00:00 on the day D-1 in relation to the date the file was submitted
FAT	Certified FAT	Certified FAT

- If Energy Bids don’t cover the certified volume:

Following the verification process of the Energy Bids submitted, if RTE does not have Upward or Downward Energy Bids submitted for one of the Validity Periods, for one of the certified RPGs, for the entire volume of Automatic Frequency Restoration Reserve in accordance with Annex 4, RTE will complete the missing Energy Bid(s) with a new volume range, the associated price and FAT, with the following characteristics:

Upward and/or Downward:

- Missing volume range
- Missing FAT
- Missing price
- Energy Bid direction

With the Upward and Downward volume range missing as either:

- The volume between 0 and the minimum volume submitted -1 MW of the first Energy Bid already Taken into Account by RTE for the given RPG;
- The maximum volume submitted + 1MW of the first Energy Bid received and Taken into Account by RTE and the minimum volume submitted - 1 MW of the following Energy Bid received and Taken into Account by RTE;
- The maximum volume submitted +1 MW of the last Energy Bid received and Taken into Account by RTE and the certified volume (to the nearest MW) of the RPG.

The following table summarises the different cases:

	Upward	Downward
Minimum volume	Max(0, maximum volume submitted from previous range + 1 MW)	Max(0, maximum volume submitted from previous range + 1 MW)
Maximum volume	Min(Certified Volume, minimum submitted Volume of the following range -1 MW)	Min(Certified Volume, minimum submitted Volume of the following range -1 MW)
Price	Maximum price of all of the valid Upward Energy Bids for the RPG for the Validity Period	Minimum price of all of the valid Downward Energy Bids for the RPG for the Validity Period
FAT	Maximum FAT of all of the valid Upward Energy Bids, for the RPG for the Validity Period	Maximum FAT of all of the valid Downward Energy Bids, for the RPG for the Validity Period

12.2.2 Obligation to offer Energy Bids on all certified volumes of RPGs of the Reserve Provider's Reserve Perimeter

Every Day before System Access Deadline on D-1, each Reserve Provider must offer Upward and Downward Energy Bids covering all of its certified RPGs up to the maximum Upward and Downward certified volume.

In accordance with the provisions of Article 12.2.1.2.6,

- If the Energy Bids are not submitted, RTE will create the missing Energy Bids.
- If there is missing volume, or if a volume bid is lower than the certified volume, RTE will accept the Energy Bids and complete or amend the Energy Bids.
- If the volume bid exceeds the certified volume, RTE will reject the Energy Bid and create an Energy Bid to supplement the missing volume up to the certified volume.

12.2.3 Use of Automatic Frequency Restoration Reserve Energy Bids by RTE

12.2.3.1 Creation of the list of Automatic Frequency Restoration Reserve Energy Bids Activatable by RTE

The Submitted Energy Bids are compared to the last valid Final Dispatch Schedule RTE has. For each RPG, each direction and each Validity Period, the volume of the associated Submitted Energy Bid is compared to the RPG's Final Dispatch Schedule to subtract the Price and Activatable Volume for the Validity Period concerned. The list of Activatable Energy Bids is drawn up by RTE and updated through this process for the creation of the list of Activatable Upward and Activatable Downward Energy Bids during each Validity Period.

12.2.3.2 Activation principle based on merit order

Depending on the need for real-time activation of Automatic Frequency Restoration Reserve, RTE continuously activates Activatable Energy Bids in ascending order (for Upward Energy Bids) and in descending order (for Downward Energy Bids) of their Bid Prices.

RTE's need for real-time Automatic Frequency Restoration Reserve activation is defined in accordance with the European requirements (SAFA LFC&R[6]) and the "aFRR IF".

In addition:

– in the event of a trend reversal of the need for activation of Automatic Frequency Restoration Reserve, that is to say, from an Upward activation need to a Downward activation need or vice versa, RTE disables the previously Dispatched Energy Bids and then Dispatches Energy Bids of the new trend for Automatic Frequency Restoration Reserve activation need.

–RTE can carry out Activations for conducting tests, under provisions set out by contract. Activations carried out in this context may not take into account the dispatch order established in the first paragraph of this Article.

12.2.3.3 Process of updating Automatic Frequency Restoration Reserve Bids Activatable by RTE:

The list of Activatable Energy Bids is amended by RTE if the Final Dispatch Schedule of a RPG is modified.

- If this Final Dispatch Schedule change takes place during the Validity Period, Activated Energy Bids may be replaced by other newly Activable, cheaper Energy Bids.
- If, in ID, at each Gate Closure, at the change of Validity Period, among the new Activatable Modified Energy Bids, some are cheaper than Energy Bids Activated during the previous Validity Period, RTE deactivates all or part of the Activated Energy Bids and replaces them with new Activatable Energy Bids to ensure economic merit order.

[6] Synchronous Area Framework Agreement Policy Load Frequency Control and Reserves

12.2.3.4 Activation and Deactivation of Automatic Frequency Restoration Reserve: sending an individualised level Ni

For each RPG an Ni activation Level is defined. This level Ni is always between -1 and +1. This Ni level respects the FAT provided by the participant in the Bid and will always be limited to the certified FAT of the RPG except in situations requiring the activation of the so-called emergency slope for eligible RPGs, as specified in Article 5.2.

In case of asymmetric Scheduling:

- If the Automatic Frequency Restoration Reserve at the Upward Final Dispatch Schedule is nil, then the Reserve Providing Groups receive either a negative or zero Ni Level;
- If the Automatic Frequency Restoration Reserve at the Downward Final Dispatch Schedule is nil, then the Reserve Providing Groups receive either a positive or zero Ni Level;

The Reserve Provider is required to follow the Ni level in accordance with the terms of the Reference Technical Documentation or certification tests. The Reserve Provider must implement Schedules and activations according to the Ni levels received for each RPG and addressed to it by RTE.

In case of deactivation of Energy Bids under the transitional regimes for changing Schedule or Validity Period, the Ni level is reduced to zero by RTE in accordance with the certified FAT. Generally, for any transitional regime generated by a change in Final Dispatch Schedule with an influence on the value of Level Ni to be reached for a given RPG, RTE will use the certified maximum FAT for the variation of the Ni Level.

An RPG that does not schedule Automatic Frequency Restoration Reserve will receive an RTE Ni Level of zero, except in the case of switching to generalised pro rata mode as defined in Article 12.1.

Any level Ni sent by RTE is considered executed. The Ni Level can never be recalculated or sent to RPGs retrospectively.

12.2.3.5 Exclusion of Energy Bids

For the reasons listed below related to safety of the system and not to create or worsen congestion, or in the event of a proven failure of a RPG, RTE may need to:

– partially or totally exclude Energy Bids from the common merit order list for the purpose of preserving these resources for meeting a specific need;

– not share some Energy Bids on the PICASSO Platform.

– not activate Energy Bids selected by the PICASSO Platform.

12.2.3.6 Potential switch to pro-rata activation:

To ensure the safe operation of the power system RTE must ensure the activation of Automatic Frequency Restoration Reserve at all times. RTE therefore plans to be able to switch to pro-rata activation.

The change in activation mode may occur in the following cases (not full list):

- Fault in the RTE IT system resulting in inability to make up the merit order activation in real-time for one or several Validity Periods;
- Transition to emergency state of the network or network restoration;
- Protection in the event of a cyber attack.

Depending on the situation, RTE may need to be able to activate the pro rata mode described in Article 12.1.

RTE will inform Reserve Providers of a switch pro rata mode.

RTE will inform Reserve Providers of the end of activation in pro rata mode.

12.2.3.7 Process for sharing Automatic Frequency Restoration Reserve Energy Bids with the PICASSO Platform

From Date Y, Notified by RTE one (1) month in advance to the Reserve Providers, RTE will connect to the PICASSO European platform for the coordination of Automatic Frequency Restoration Reserve, in accordance with Article 21 of the EBGL.

12.2.3.7.1 Transitional terms

During a transitional period, RTE's participation in the process of exchanging Energy Bids through the PICASSO Platform could be partial.

12.2.3.7.2 Expression of need by RTE to the PICASSO Platform

The Automatic Frequency Restoration Reserve balancing need transmitted to the PICASSO platform by RTE corresponds to the entire Automatic Frequency Restoration Reserve need calculated by RTE in real time. This need is inelastic and expressed with an accuracy of 1 MW in accordance with the aFRR IF.

12.2.3.7.3 Submission of Activatable Automatic Frequency Restoration Reserve Energy Bids to the PICASSO Platform

For a given Validity Period, when RTE participates in the Automatic Frequency Restoration Reserve Energy Bid sharing process, RTE transmits the activatable Automatic Frequency Restoration Reserve Energy Bids to the PICASSO Platform according to a process defined between the partner TSOs in accordance with the implementation framework established pursuant to Article 21 of the EBGL.

12.2.3.8 Unavailability of the information system support on the activation of Automatic Frequency Restoration Reserve or on the submission of Automatic Frequency Restoration Reserve Energy Bids or of the PICASSO Platform:

12.2.3.8.1.1 Scheduled Unavailability

Some maintenance operations may cause the Information System to become temporarily unavailable. RTE will endeavour, to the extent possible, to position these interventions in such a way as to minimise the inconvenience caused to the Reserve Providers. When the unavailability results in Gate Closures, RTE will inform the Reserve Provider with a 10-Day notice.

12.2.3.8.1.2 Unscheduled Unavailability

In the event of unscheduled unavailability of the IS support for the activation of Automatic Frequency Restoration Reserve or on the submission Energy bids, RTE undertakes to:

– inform Reserve Providers as soon as possible; and

– provide the terms and conditions applicable during the period of unavailability; and

– inform the Reserve Providers of the evolution of the situation.

13. HANDLING CONTROL POWER

13.1 Calculation of control energies on the level of the RPG

13.1.1 Calculation of Primary Frequency Control power

For each Half-Hourly Interval, and for each Reserve Providing Group, RTE calculates the Primary Frequency Control power as being: $E = \int (\min (K_H * \max (0 ; 50-f) ; RPH_{PM}) + \min (- K_B * \min (0 ; 50- f); RPB_{PM}))$ where:

- ∫ represents the integral operator with a sampling frequency of 10 seconds;
- K_H and K_B are the Upward Gain and Downward Gain of the Reserve Providing Group in MW/Hz. The termes for determining Gain are specified below ;
- f is the frequency in Hz measured by RTE's national operating system and sampled at 10-second interval;
- RPH_{PM} and RPB_{PM} are the Frequency Containment Reserves at the Final Dispatch Schedule respectively upward and downward of the Reserve Providing Group in MW (sum of the Final Dispatch Schedules of the SEs and Consumption SEs making up the Reserve Providing Group).

The terms for calculating Gain depend on different scenarios:

- The Gain value of a Reserve Providing Group is the value declared in Annexe 4;
- For Reserve Providing Groups with dynamic Gain, the Upward Gain is RPH_{PM}/ 200 MHz and the Downward Gain is RPB_{PM}/ 200 MHz, where RPH_{PM} and RPB_{PM} are the upward and downward Primary Frequency Control capacities given in the Reserve Providing Group's Final Dispatch Schedule.

This energy is calculated at 5-minute intervals then 30 minutes for all Reserve Providing Groups.

13.1.2 Calculation of Secondary Frequency Control power

Before date W, RTE calculates the Secondary Frequency Control power for each Reserve Providing Group as being: $E = \int \max(0,Ni) * RSH_{PM} + \min(0, Ni) * RSB_{PM}$ where:

- ∫ represents the integral operator with a sampling frequency of 10 seconds;
- Before the date W, Ni is the level of Load-Frequency Control (no unit) established by RTE's national operating system and sampled at 10-second interval;
- RSH_{PM} and RSB_{PM} are the upward and downward Automatic Frequency Restoration Reserves at the Final Dispatch Schedule, expressed in MW.

This energy is calculated at 5-minute Intervals, then 30-minute Intervals for all Reserve Providing Groups.

After date W, RTE calculates the Secondary Frequency Control power for each Reserve Providing Group as being:

Energy = Upward Energy – Downward Energy where

- The Upward Energy is calculated for each 4-second interval according to the following formula:
  $Upward\ Energy\ (4s) = \int\ RSH_{PM}\ (5 - \min Interval)\ x\ Level\ Ni$

  When Ni is positive

- The Downward Energy is calculated for each 4-second interval according to the following formula:

  $Downward\ energy\ (4s) = \int RSB_{PM}\ (5 - \min Interval)\ x\ (-1)\ x\ Level\ Ni$

  When Ni is Negative

with:

- ∫ represents the integral operator with a sampling frequency of 4 seconds;
- Ni is the individual level of Load-Frequency Control (no unit) established by RTE's national operating system at 4-second intervals;
- RSH_{PM} and RSB_{PM} are the Upward and Downward Automatic Frequency Restoration Reserves of the Reserve Providing Group at the Final Dispatch Schedule, expressed in MW

<u>Determination of Automatic Frequency Restoration Reserves at the Final Dispatch Schedule of the RPG</u>

- $RSH_{PM}(t)(EDRi) = \sum_{j=1}^{n} RSH_{PM}(t)(EDPj\ )$
- $RSB_{PM}(t)(EDRi) = \sum_{j=1}^{n} RSB_{PM}(t)(EDPj\ )$

over all of the n SEs/Consumption SEs j making up the RPG i, of the Automatic Frequency Restoration Reserve power values, at the 5-Minute Interval t, of the last Final Dispatch Schedule validated by RTE for the SEs/Consumption SEs j in accordance with the MA-RE Terms and Conditions.

This energy is calculated at 5-minute Intervals and then 30-minute Intervals for all Reserve Providing Groups.

13.2 Calculation of control powers at the level of the Site

For each Reserve Providing Group in its Reserve Perimeter, for each 5-Minute Interval and for each Reserve Type, RTE must have the distribution key of the Control Power per Site for all Sites making up the Reserve Providing Group.

Before date F Notified by RTE one (1) month in advance to Reserve Providers, a Reserve Provider may send energy distribution keys only for Reserve Providing Groups made up solely of Consumption Sites. From date F, energy distribution keys are issued for all Reserve Providing Groups.

13.2.1 Definition of energy distribution keys

For each Reserve Providing Group, for each 5-Minute Interval and for each Reserve Type, the sum of the energy distribution key values must be equal to 1. If the Reserve Provider transmits values not included between 0 and 1, it must provide RTE with a document justifying why its procedure for the share of activation across the different Sites of the Reserve Providing Group requires it. In case of exclusively upward or exclusively downward participation, the distribution key values must be between 0 and 1.

The distribution of the energy of the Reserve Providing Group between the different Sites comprising it must be in line with the reality of activation of the energies of the Sites. By default, RTE allocates the energy of the Reserve Providing Group among the Sites composing it by using distribution keys equal to 1/n where n is the number of Sites making up the Reserve Providing Group. If this default distribution is not representative of the activation of the energies of the Sites, the Reserve Provider must transmit distribution keys that reflect the reality.

For each Reserve Providing Group, if the Reserve Provider controls the Site's load using signals that differ from the frequency deviation signal for Primary Frequency Control or the Load-Frequency Control signal sent by RTE for Secondary Frequency Control, then the Reserve Provider must be able to transmit, retrospectively and at the request of RTE, a 10-second interval time series of control signals sent by the Reserve Provider to each Site of the Reserve Providing Group, of day D. RTE may use these data to verify the relevance of the Control Power distribution keys supplied by the Reserve Provider per Site.

If RTE considers that the distribution keys transmitted by the Reserve Provider are not relevant, RTE may:

- Send the Reserve Provider a request to provide relevant distribution keys;
- Proceed with the removal of the Reserve Providing Group concerned in accordance with Article 4.3.2, following formal notice with no reply from the Reserve Provider within a period of 10 (ten) Business Days.

For Decentralised Reserve Providing Groups, RTE will use the values of the keys as equal to 1/n where n is the number of Sites making up the Reserve Providing Group.

RTE calculates the control power per Site, per 5-Minute Interval and per Reserve Type as being the product of the distribution key value and the control power established in accordance with Article 13.1.

RTE calculates the control power per Site, per Half-Hourly Interval and per Reserve Type as the sum of the control powers of the Reserve Type of the six 5-Minute Intervals making up the Half-Hourly Interval.

13.2.2 Transmission of energy distribution keys

The Reserve Provider may transmit to RTE, for each Reserve Providing Group made up of strictly more than one Site, with the exception of Decentralised Reserve Providing Groups, for each 5-Minute Interval and each Reserve Type, the Control Power distribution key per Site of the Reserve Providing Group.

This data transmission must be done no later than 2 minutes after the end of the Half-Hourly Interval. If there is no data, RTE will consider the values of the keys as equal to 1/n where n is the number of Sites making up the Reserve Providing Group.

13.3 Terms of correction for insensitivity of Balance Responsible Parties

Each Site included in the composition of a Reserve Providing Group may have only one Balance Responsible Party.

13.3.1 Managing control powers of Generation Sites and Stationary Storage Sites

For Generation Sites and Stationary Storage Sites, the Balance Responsible Party of the Site is offset by the amount of control power determined in Article 13.2, in accordance with Chapter C of Section 2 of the MA-RE Terms and Conditions.

13.3.2 Managing control energies of Consumption Sites

13.3.2.1 Models which take into account control power applicable to Consumption Sites

Each Consumption Site of a Reserve Providing Group participates according to a single model:

- Corrected model;
- Optional regulated model;
- Optional contractual model; or
- Model which does not take into account control power.

A Consumption Site connected to the PTS participates according to the corrected model.

The default model for a Consumption Site connected to the PDS is the model that does not take into account control power.

For a Distribution System Consumption Site, if the Reserve Provider sends RTE an agreement evidencing a contract between itself and the Supplier of the Consumption Site, then this Consumption Site participates according to the optional contractual model.

For a Distribution System Consumption Site, if the Supplier of the Distribution System Consumption Site adheres to the Terms and Conditions in accordance with Article 3.2.2, and if the Consumption Site does not participate according to the optional contractual model, then this Consumption Site participates according to the optional regulated model.

If a Consumption Site changes participation model without it being on the initiative of the Reserve Provider, RTE Notifies the Reserve Provider at the latest 10 (ten) Business Days prior to the implementation of the change.

13.3.2.2 Managing control powers according to the model

Managing control power at the Consumption Site level depends on the model for taking into account energy from the Consumption site as set out in Article 13.3.2.1.

13.3.2.2.1 Application of the corrected model

For Consumption Sites participating according to the corrected model, RTE adjusts the consumption of each Consumption Site to match the control powers determined in Article 13.2, in accordance with Chapter C of section 2 of the MA-RE Terms and Conditions.

13.3.2.2.2 Application of the model which does not take into account control power

Up until date Z, Notified by RTE one (1) month in advance to the Reserve Providers, for the Consumption Sites participating according to the model which does not take into account control power, no specific process is applied for offsetting the perimeter of the Balance Responsible Party or Consumption Site, or for adjusting the consumption of the Consumption Site.

From Date Z, for Consumption Sites participating according to the model which does not take into account control power, the Balance Responsible Party of the Consumption Site is offset by the amount of control power determined in Article 13.2, in accordance with Chapter C of Section 2 of the MA-RE Terms and Conditions, except for Consumption Sites included in a Decentralised Reserve Providing Group.

From date Z', Notified by RTE one (1) month in advance to the Reserve Providers, for the Consumption Sites participating according to the model which does not take into account control power, the Balance Responsible Party of the Consumption Site is offset by the amount of control power determined in Article 13.2, in accordance with Chapter C of Section 2 of the MA-RE Terms and Conditions, including for Consumption Sites included in a Decentralised Reserve Providing Group.

13.3.2.2.3 Application of the optional contractual model

For Consumption Sites participating according to the optional contractual model, the Balance Responsible Party perimeter of the Consumption Site is offset by the amount of control power determined in Article 13.2, in accordance with Chapter C of section 2 of the MA-RE Terms and Conditions.

Remuneration of control power from Consumption Sites using the contractual model is done according to a price determined in the contract binding the Reserve Provider and the Consumption Site.

The financial flows between the Reserve Provider and the Supplier of the Consumption Site are subject to contractual freedom and are therefore not described in the present Terms and Conditions. The consequences of a payment default between the Reserve Provider and the Supplier of the Consumption Sites concerned are not described in the Terms and Conditions.

13.3.2.2.4 Application of the optional regulated model

For Consumption Sites participating according to the optional regulated model, the Balance Responsible Party of the Consumption Site is offset by the amount of the control power determined in Article 13.2, in accordance with Chapter C of Section 2 of the MA-RE Terms and Conditions.

This control power is also subject to payments between the Reserve Provider and the Consumption Site's Supplier through the intermediary of RTE, for which the set of rules are specified in Article 13.5.

13.4 Purchase / Sale of Control Power by RTE to the Reserve Provider

Up to date F, Notified by RTE one (1) month in advance to the Reserve Providers, control power from Consumption Sites implementing the "control power not taken into account" model are not subject to financial flows between the Reserve Provider and RTE. These energies are removed by RTE from the control energies calculated for each Reserve Providing Group in accordance with Article 13.1.

RTE calculates for each Reserve Provider and each Half-Hourly Interval:

- the Primary Control power provided by the Reserve Provider;
- the Primary Control power saved by the Reserve Provider;

Up to date F, RTE calculates for each Reserve Provider and each Half-Hourly Interval:

- the Secondary Control power provided by the Reserve Provider; and
- the Secondary Control power saved by the Reserve Provider;

The Primary Control power (respectively Secondary) provided by the Reserve Provider is the Primary Control power (respectively Secondary) of the Half-Hourly Interval considered, if it is positive, and equal to 0 if not.

The Primary Control power (respectively Secondary Control) saved by the Reserve Provider is the opposite to the Primary Frequency Control power (respectively Secondary Control) of the Half-Hourly Interval considered, if it is negative, and worth 0 if not.

From date F, the Control Energies from Consumption Sites implementing the “control power not taken into account" model are subject to financial flows between the Reserve Provider and RTE.

RTE calculates for each Reserve Provider and each Half-Hourly Interval:

- the Upward Secondary Frequency Control power; and
- the Downward Secondary Frequency Control power

All the control powers mentioned in this Article are therefore of positive quantities.

13.4.1 Remuneration of the Primary Control power

For each Half-Hourly Interval, RTE remunerates Primary Control powers at the Reference Spot Price (for a delivery of 1 MWh in France) of the hour containing the Half-Hourly Interval concerned.

RTE pays Reserve Providers on a monthly basis the sum for all Half-Hourly Intervals of the Month of remuneration for Primary Control power supplied by the Reserve Provider.

The Reserve Provider pays RTE monthly the sum for all Half-Hourly Intervals of the Month of remuneration for Primary Control power saved by the Reserve Provider

13.4.2 Settlement of Secondary Frequency Control power.

Up to date F, RTE remunerates the Reserve Provider monthly the sum of all of the Half-Hourly Intervals of the Month of the Secondary Frequency Control power settlements provided by the Reserve Provider.

The Reserve Provider remunerates RTE on a monthly basis the sum of all of the Half-Hourly Intervals of the Month of the settlement of Secondary Frequency Control power saved by the Reserve Provider.

From date F, RTE remunerates the Reserve Provider the sum of all of the Half-Hourly Intervals of the Month of the Upward Secondary Frequency Control power settlements on a monthly basis.

The Reserve Provider remunerates RTE the sum of all of the Half-Hourly Intervals of the Month of the Downward Secondary Frequency Control power settlements on a monthly basis.

13.4.2.1 Pro rata mode

Pro rata mode applies:

- Before date X; and
- After date X, in the situations described in Article 12.2.3.6.

In pro rata mode, for each Half-Hourly Interval, RTE remunerates the Secondary Frequency Control power at the Reference Spot Price (for a delivery of 1 MWh in France) of the hour containing the Half-Hourly Interval concerned.

13.4.2.2 Merit order

13.4.2.2.1 Calculation of the Activation price

From date X, Upward Activated Energy Bids are paid on the following basis:

$$Price\ Paid = \max(MP\ U,\ Upward\ Bid\ Price)$$

Where MP U (MP for Marginal Price, U for Upward) is:

- Either the Upward CBMP for France if shared with the PICASSO platform, as defined in the "Methodology for pricing for balancing energy and cross-zonal capacity used for exchange of balancing energy or for operating the imbalance netting process" under Article 30 of the EBGL code.
- Or the Upward LMP (Upward Local Marginal Price) if RTE is disconnected from the PICASSO platform.

The Upward CBMP for France and the Upward LMP are calculated in real time. They cannot be recalculated retrospectively under any circumstances.

The Upward Bid Price of an RPG is the Upward Energy Bid price submitted to RTE corresponding to the volume of the RPG's Final Dispatch Schedule. The Energy Bid price in question is that of the Energy Bid corresponding to the Validity Period.

If the Energy Bid is deactivated over a different Validity Period from the last Validity Period for which the Energy Bid was Activated, the Energy Bid price retained is that of the previous Validity Period for which the Energy Bid was Activated.

Downward Energy Bids are paid on the following basis:

$$Price\ Paid = min(MP\ D,\ Downward\ Bid\ Price)$$

Where MP B (Marginal Price, Downward) is:

- Either the Downward CBMP for France if shared with the PICASSO platform, as defined in the "Methodology for pricing for balancing energy and cross-zonal capacity used for exchange of balancing energy or for operating the imbalance netting process" under Article 30 of the EBGL code.
- Or the Downward LMP (Downward Local Marginal Price) if RTE is disconnected from the PICASSO platform.

The Downward CBMP for France and the Downward LMP are calculated in real time. They cannot be recalculated retrospectively under any circumstances.

The Downward Energy Bid Price is the Downward Energy Bid price submitted to RTE corresponding to the Final Dispatch Schedule volume. The Energy Bid price in question is that of the Energy Bid corresponding to the Validity Period.

If the Energy Bid is deactivated over a Validity Period different from the last Validity Period for which the Energy Bid was activated, the Bid price retained is that of the Validity Period for which the Energy Bid was activated.

13.4.2.2.2 Calculation of the remuneration of Activated Energy Bids:

RTE determines Remuneration for each Activated Energy Bid and each 5-Minute Interval.

For each 5-Minute Interval, the remuneration is expressed in € and rounded to 2 decimal places.

For each aFRR Energy Bid Activated by RTE *k* and each 5-Minute Interval *t* of the Validity Period of the Energy Bid, RTE calculates the remuneration as follows by summing all the 4s intervals of the 5-Minute Interval t:

- if it is an Upward Energy Bid:

$$\sum Upward\ Energy\ (4s)\ x\ Upward\ Price\ Paid(4s)$$

  With Upward Energy defined in Article 13.1.2;

- if it is a Downward Energy Bid:

$$\sum Downward\ Energy\ (4s)\ x\ Downward\ Price\ Paid\ (4s)$$

  With Downward Energy defined in Article 13.1.2.

For Automatic Frequency Restoration Reserve Energy Bids Activated Upwards, a positive remuneration corresponds to a sum due by RTE to the Reserve Provider and a negative remuneration corresponds to a sum due by the Reserve Provider to RTE.

For Automatic Frequency Restoration Reserve Energy Bids Activated Downwards, a positive remuneration corresponds to a sum due by the Reserve Provider to RTE and a negative remuneration corresponds to a sum due by RTE to the Reserve Provider.

13.5 Financial flows between the Reserve Provider and the Supplier through RTE for the control power of Consumption Sites in optional regulated model

13.5.1 Symmetry of roles between the Reserve Provider and Suppliers

To set up financial flows between the Reserve Provider and the Supplier through RTE for the control power of Consumption Sites using the optional regulated model; the Reserve Provider and the Supplier have symmetric roles and responsibilities. They will henceforth be called counterparties in Article 13.5 and Article 15.5. The term counterparty will interchangeably refer to the Reserve Provider and/or the Supplier.

For each Consumption Site using the optional regulated model and each Half-Hourly Interval, the control power sign, calculated in accordance with Article 13.2.1, determines the direction of the financial flows between the counterparties:

- For Half-Hourly Intervals with positive control power, the Reserve Provider is the debtor and the Supplier of the Consumption Site is the creditor.
- For Half-Hourly Intervals with negative control power, the Supplier of the Consumption Site is the debtor and the Reserve Provider is the creditor.

The terms debtor and creditor counterpart apply in the rest of Article 13.5.

13.5.2 Tax and accounting treatment

Payment between the counterparties is comparable to earnings under the terms of VAT invoicing rules for private accounting.

A special Collection and Payment Fund account is opened by RTE in its entries for Frequency Ancillary Services. This account tracks and centralises financial flows between the counterparties relating to payment made for managing control power of Consumption Sites using the optional regulated model.

13.5.3 Conditions for exchange of financial flows

The funds collected from debtor counterparties are paid to the creditor counterparties by RTE after collection from the debtor counterparties.

RTE has implemented a system for monitoring outstanding debts and financial security of counterparties. The set of rules for financial security are specified in Article 15.5.

13.5.4 Fixed rates of payment

The provisions laid down in the NEBEF Terms and Conditions concerning Fixed Scale values, the technical characteristics of Consumption Sites eligible for each Fixed Scale and the rules for publishing this information set out in the article "General Provisions of Payment" in the NEBEF Terms and Conditions are applicable to the present Terms and Conditions. Any amendment to these provisions of the NEBEF Terms and Conditions are applicable to the Terms and Conditions from the date of their entry into force.

13.5.5 Calculation of the amount due by the debtor to the creditor

The control power calculated in accordance with Article13.2, for each Half-Hourly Interval and for each Consumption Site participating according to the regulated model, is settled at the Fixed Scale applicable to the Consumption Site. This settlement is termed “payment” from now on in Article 13.5. In accordance with Article 13.5.1, the payment direction indicator (+ or -) determines the debtor and the creditor counterparties.

For a Consumption Site i at the regulated model, and for a given Half-Hourly Interval, the payment is equal to:

For a Reserve Provider: $max(0;\ V_{ER}(Site\ i, PDH)).B_{Site\ i,PDH}$

For a Supplier: $max(0; -V_{ER}(Site\ i, PDH)).B_{Site\ i,PDH}$

Where:

$V_{ER}(\text{Site i}, \text{PDH})$	The control power for the Consumption Site i at the regulated model for the Half-Hourly Interval PDH calculated in accordance with Article 13.2;
$B_{\text{Site i,PDH}}$	The Fixed Scale for the Consumption Site i for the Half-Hourly Interval PDH;
PDH:	Half-Hourly Interval.

14. PERFORMANCE CHECKS AND CONSEQUENCES

Performance checks by RTE take into account potential activations in the context of the Balancing Mechanism, Interruptible load and demand response scheduling to serve the market.

Performance checks carried out by RTE are adapted to Asymmetric Participation.

14.1 Terms and conditions for performance checks

RTE verifies the Reserve Provider's actual contribution to frequency control according to the set of rules listed below:

- Initial verification of compliance at the time of the Qualification Certification of the Reserve Providing Group;
- Periodic scheduled and unscheduled tests, in accordance with Article 5.4;
- Use of information stored by RTE and obtained from metering data at RTE's disposal, data exchanged by Load-Frequency Control and telecontrol systems (continuous monitoring);
- Use of specific instrumentation systems on a case by case basis.

In the context of performance checks, each of the Parties may request that tests or specific measures be conducted.

The costs of performance checks are borne by the Reserve Provider if a deviation from nominal performance has occurred. Otherwise they are borne by RTE. For these checks, the Reserve Provider and RTE agree ahead of time on the method and cost prior to its implementation. In the absence of such an agreement and at the request of one of the two Parties, the audit can be carried out by an independent body.

14.2 Performance measured by RTE and Notification thresholds

The criteria for performance checks by RTE are as follows:

- Criteria F2: Maintaining the power supply during a frequency deviation
- Criteria F3: Compliance with Primary Frequency Control Gain
- Criteria F4: Expected response dynamic of Primary Frequency Control
- Criteria F5: Secondary Frequency Control range available
- Criteria F6: Expected dynamic response in Secondary Frequency Control
- Quality of Telemetry data, Remote signalling

14.2.1 Principles

In the context of continuous performance monitoring provided for in the Terms and Conditions, this Article specifies the criteria for checks and the thresholds at which deviations are Notified as well as the share of frequency control considered as unavailable.

The checks apply to each Reserve Providing Group of the Reserve Provider's Reserve Perimeter. For all criteria except F3 and F5, checks are carried out on the aggregated telemetry data of the Generation Units or Sites making up the Reserve Providing Group. For Reserve Providing Groups with several Generation Units, the overall quality control of the Reserve Providing Group for the criteria F3 and F5 is achieved by a combination of basic checks performed per Generation Unit, unless the Reserve Provider requests that these be done on an aggregation of telemetry data from RTE on the Generation Units making up the Reserve Providing Group. This request is referred to in Annexe 4.

For the statistical criteria based on a period of observation (performance F3 and F5), RTE uses the least squares method for estimating the [$P0_{est}$, K_{est}, Pr_{est}] triplet, with:

- $P0_{est}$: Active Power excluding Primary and Secondary Frequency Control estimated by RTE
- K_{est}: Primary Frequency Control Gain estimated by RTE
- Pr_{is}: secondary frequency control capacity estimated by RTE

In the case of an asymmetric Primary Frequency Control Gain, an Upward Gain Kr_{esth} and a Downward Gain K_{restb} are estimated, and the corresponding frequency control rule expected is K_H*max (0; 50-f) + K_B*min (0; 50-f).

14.2.2 Primary Frequency Control

14.2.2.1 Envelope in which the Reserve Providing Group's response is expected

For the criteria based on the analysis of significant events (performance F2 and F4), the following concepts are defined in advance:

- The expected response of the Reserve Providing Group is noted as ΔPsetpoint and is equal to K.(50-f) potentially filtered by a first order filter of time constant T_f (transfer function 1/(1 +T_f.p), with Laplace transform p variable). In this case the filtered response is noted as K.(50-f) / (1 +T_f.p) where K is the Gain of Primary Frequency Control in MW/Hz, and f is the frequency in Hz. The expected response is generally supposed to meet the performance required in Article 5 of these Terms and Conditions. The precise description of the quality control criteria F2 and F4 detailed afterwards is made in this general case. If the Reserve Provider specifies in Annexe 4 the existence of a transient-voltage-suppression diode, the performance check takes into account the action of such a device and the amplitude of the expected response is limited to more and/or less the Frequency Containment Reserve given in the Final Dispatch Schedule of the Reserve Providing Group.
- During a frequency variation, the envelope of the two responses ΔPsetpoint and ΔPsetpoint / (1 +T_f.p) in which the Reserve Providing Group's response is expected is defined (see diagram below). Tf is 20 s for all Reserve Providing Groups. This envelope has no tolerance band due to quantification of the power measurement signal.
- For Reserve Providing Groups participating simultaneously in Primary and Secondary Frequency Control: ΔPsetpoint(t) = min [K.(F(t)-F(t_{ini})) + Pr.(N(t)-N(t_{ini})) ; RP + Pr - K.(50-F(t_{ini})) – Pr.N(t_{ini})]

- For Reserve Providing Groups participating in Primary Frequency Control only: ΔPsetpoint(t) = min [K.(F(t)-F(t_{ini})), RP-K.(50- F(t_{ini}))]

RP and Pr are Frequency Containment Reserves and Automatic Frequency Restoration Reserves contained in the Final Dispatch Schedule and T_{ini} the initial instant the frequency variation was observed.

For Reserve Providing Groups made up of Hydropower Plants, ΔPsetpoint(t) is the theoretical instantaneous response of the Reserve Providing Group or Generation Unit for Primary and Secondary Frequency Control (first formula above).

For the other Reserve Providing Groups, the criteria F2 and F4 are not applied when they participate simultaneously in Primary and Secondary Frequency Control. For these Reserve Providing Groups, ΔPsetpoint(t) is the theoretical instantaneous response of the Generation Unit or Site when it is in Primary Frequency Control alone (second formula above).

14.2.2.2 Maintaining the power supply during a frequency deviation (Criterion F2)

14.2.2.2.1 Performance requested by RTE

The Performance requested by RTE to the Reserve Providing Group is the maintenance of power supply for at least 15 min during a frequency deviation.

14.2.2.2.2 The control and cut-off criterion from which the deviation is notified

The maintenance of power the supply for at least 15 min is evaluated on the two standard cases identified:

- Case 1: frequency variations to verify criterion F4;
- Case 2 : frequency deviation of a minimum amplitude of 50 MHz over a minimum duration of 120 s (e.g.: tariff switching).

During a negative (respectively positive) frequency variation, the Reserve Providing Group is in deviation if the measured response is situated below (respectively above) the envelope ΔPsetpoint / (1 +T_f.p) - q (respectively ΔPsetpoint / (1 +T_f.p) + q) for more than 25% of the observation time, q being the error associated with quantifying the power measurement signal.

The observation period is between the initial instant of observation t_{ini} and t_{ini} +900s where t_{ini} is defined according to the case:

- Case 1: the instant of occurrence of the disruption;
- Case 2: the last instant at 50 Hz preceding the deviation of 50 MHz

A Notification of deviation is sent if it is found that the Reserve Providing Group has had a deviation at least three times over a 12-Month rolling period. RTE may Notify an alert from the first elementary deviations.

This criterion does not apply during the following periods:

- operating in servo-controlled opening of Reserve Providing Groups made up of Hydropower Plants for which the usual frequency regulation mechanism is servo-controlled electric power;
- operating in Secondary Frequency Control for Reserve Providing Groups made up of Thermal Power Plants;
- operating in variable load;
- non-compliance with criterion F3 or F5.

14.2.2.2.3 Unavailable share of Primary Frequency Control:

If there is a Notification of deviation, the share of Primary Frequency Control considered unavailable is 33%. However, if criterion F3 is not met during the period of analysis, the share of unavailable Primary Frequency Control applied is that of criterion F3 only.

14.2.2.3 Evaluation of Primary Frequency Control Gain (criterion F3)

14.2.2.3.1 Performance requested by RTE

The Gain (MW/Hz) observed during periods where the Reserve Providing Group participates in Primary Frequency Control is consistent with the value of the Gain defined in Annexe 4. This is equal to:

- the Gain declared by the Reserve Provider for the Reserve Providing Group; or
- the sum of the Gains declared by the Reserve Provider calculated on all of the Generation Units or Sites of the Reserve Providing Group in frequency control at the time the check was performed if Reserve Providing Group includes several Generation Units or Sites.

The Gain declared must be such that the scheduled Frequency Containment Reserve must be released for any frequency deviation of an amplitude greater than 200 MHz. For Reserve Providing Groups made up of Generation Units servo-controlled at opening, this condition applies to the minimum Gain declared by the Reserve Provider.

14.2.2.3.2 The control and cut-off criterion from which the deviation is Notified

The deviation in Gain is the algebraic difference between the Gain value agreed contractually (MW/Hz) and the value estimated by RTE based on measurements taken by RTE at the Delivery Point. The deviation is positive when the calculated value is smaller than the value agreed contractually.

The calculation is made taking into account a potential time constant determined in the context of control tests on F4.

There is a Notification of deviation if the time spent in positive deviation, of an amplitude greater than 20 % of the value of the Gain agreed contractually, is higher than 10% of the time the Reserve Providing Group operates in Primary Frequency Control over the period of observation.

This observation period is between 1 and 6 Months and includes over 100 hours of the Reserve Providing Group operating in Primary Frequency Control (or 10 % of the hours scheduled for the Reserve Providing Groups scheduled less than 1000 hours over a period of 6 Months) and excludes the periods where Reserve Providing Groups are in variable load.

For Reserve Providing Groups made up of Generation Units servo-controlled at opening, the deviation in Gain is calculated in relation to the minimum value of the Gain agreed contractually (in MW/Hz) and the deviations detected by RTE are firstly signalled via an alert. There is a Notification if the Parties confirm the deviation as a result of a joint analysis. The servo-control mode is specified in the Annexe 4.

For other Reserve Providing Groups RTE determines the time during which the Gain is estimated to be higher than 20 % of the value of the Gain agreed contractually. If this time is greater than 10% of the operating time in Primary Frequency Control of the Reserve Providing Group concerned over the observation period, RTE Notifies the Reserve Provider of its request to update the Gain contractually agreed on.

14.2.2.3.3 Share of unavailable Primary Frequency Control

The share of Primary Frequency Control regarded as unavailable is a function of the time spent in deviation, according to the table below:

Time spent in deviation	Share of Frequency Control considered as unavailable
Strictly less than 10%	0%
Between 10 and 30%	50%
Strictly greater than 30%	100%

If the time spent in deviation is strictly greater than 7%, then RTE sends an alert Notification to the Reserve Provider.

14.2.2.4 Expected response dynamic in Primary Frequency Control (criterion F4)

14.2.2.4.1 Principles

RTE performs continuous monitoring as defined below and Notifies an alert in the event of non-compliance with the criteria. If the Reserve Provider confirms the alert, RTE transforms this alert into a deviation Notification. If not, specific tests are carried out rapidly and within 6 months to confirm or not the existence of the deviation. If the tests do not confirm the deviation, the alert form is closed, otherwise the alert form will be transformed into a deviation Notification. If tests are not carried out within 6 months, RTE transforms the alert form into a Notification if the non-compliance is still present, until specific tests are carried out.

14.2.2.4.2 Performance requested by RTE

The expected variation dynamic of the Reserve Providing Group in Primary Frequency Control must be at least as fast as a time constant of 20s.

14.2.2.4.3 Alert criteria during the continuous monitoring

The criterion is checked during a frequency variation of amplitude greater than 35 MHz and minimum slope of 3.5 MHz/s.

The check is only retained if $0.8 < K_{est}/K_{th} < 1.2$, where K_{th} is the value of the Gain defined in Annexe 4

During a negative (respectively positive) frequency variation, the Reserve Providing Group is in deviation if the measured response is situated below (respectively above) the envelope ΔPsetpoint / $(1 + T_f.p) - q$ (respectively ΔPsetpoint / $(1 + T_f.p) + q$) for more than 25% of the observation the period, q being the error associated with quantifying the power measurement signal.

The observation period is between the initial instant of observation t_{ini} and t_{ini}+D, D being equal to 120 s for all Reserve Providing Groups.

RTE Notifies a deviation if it is found that the Reserve Providing Group has had a deviation at least three times over a 12-Month rolling period.

This criterion does not apply during the following periods:

- servo-control operating of Reserve Providing Groups made up of Thermal Power Plants for which the usual regulation system is servo-control of electric power;
- operating in Secondary Frequency Control for Reserve Providing Groups made up of Thermal Power Plants;
- operating in variable load.

14.2.2.4.4 Notification criteria when performing specific tests

During a frequency variation consisting of one level of Δf = 50 mHz in 10 s downward followed by steady state frequency, the scheduled Frequency Containment Reserve being greater than K.Δf, the Reserve Providing Group must release:

- 50% of the expected variation K.ΔF in 20 s
- 90% of expected variation K.ΔF in 60 s

K being the Primary Frequency Control Gain.

14.2.2.4.5 Share of unavailable Primary Frequency Control

In the case of a deviation Notification, the share of unavailable Primary Frequency Control is 33%. However, if criterion F3 is not met during the period of analysis, the share of unavailable Primary Frequency Control applied is that of criterion F3 only.

14.2.3 Secondary Frequency Control

The checks carried out assume that the level of Load-Frequency Control sent by RTE has been received by the regulation device at the Reserve Providing Groups.

14.2.3.1 Secondary Frequency Control range available (F5)

14.2.3.1.1 Performance requested by RTE

The Secondary Frequency Control capacity observed during periods where the Reserve Providing Group participates in Secondary Frequency Control must be consistent with the Secondary Frequency Control capacity stated in the Final Dispatch Schedule of the SEs or Consumption SEs making up the Reserve Providing Group.

14.2.3.1.2 The control and cut-off criterion from which the deviation is notified

The deviation is the algebraic difference between the declared Secondary Frequency Control (MW/Hz) and the value estimated by RTE based on measurements taken by RTE at the Delivery Point. The deviation is positive when the estimated value is smaller than the declared capacity.

There is a Notification of deviation if the time spent in positive deviation, of an amplitude greater than 10 % of the declared capacity, is greater than 10 % of the time the Reserve Providing Group operates in Secondary Frequency Control over the period of observation.

The calculation is made taking into account a potential time constant determined in the context of control tests on F6.

The observation period is between 1 and 6 Months and includes over 100 hours of the Reserve Providing Group operating in Secondary Frequency Control (or 10 % of the hours scheduled for the Reserve Providing Groups scheduled less than 1000 hours over a period of 6 Months) and excludes the periods where Reserve Providing Groups are in variable load.

14.2.3.1.3 Share of unavailable Secondary Frequency Control

The share of Secondary Frequency Control considered as unavailable is a function of the time spent in elementary deviation, according to the table below:

Time spent in deviation	Share of Secondary Frequency Control considered as unavailable
Strictly less than 10%	0%
Strictly greater than 10% and less than 20%	25%
Strictly greater than 20% and less than 30%	50%

Strictly greater than 30% and less than 40%	75%
Strictly greater than 40%	100%

If the time spent in deviation is strictly greater than 7%, then RTE sends an alert Notification to the Reserve Provider.

14.2.3.2 Expected dynamic response in Secondary Frequency Control (F6)

14.2.3.2.1 Performance requested by RTE

The dynamic response of Reserve Providing Groups to the variations of the level represented by a Teq equivalent time constant must be less than 60s (family 1). The exemptions to this criterion specified in a frequency ancillary services contract valid on 31 December 2013 may be renewed at the request of the Reserve Provider.

For any request to increase the reserve volume for a RPG, the response dynamics of the Reserve Providing Groups to the level variations represented by a Teq equivalent time constant must be less than 60s for the entire reserve of the RPG.

No new exemption will be approved by RTE. There are two types of exemptions, the first allowing a time constant less than 100s (family 2), the second allowing a time constant greater than 100s (family 3) for Reserve Providing Groups equipped with backfeeding protection or to isolated power networks and whose dynamic performances are degraded by these frequency control operations. In this last case, this check is not performed.

14.2.3.2.2 The control and cut-off criterion from which the deviation is Notified

The performance will be monitored during the transient level of Load-Frequency Control with the following characteristics: variation in level of Load-Frequency Control with ramp rate less than or equal to 2/800 s^{-1} and amplitude greater than or equal to 0.75, preceded by a steady-state phase at +1 or -1 for at least 120 s (200 s for Generation Units of family 2).

The transient is only retained if $0.8 < Prest/Pr < 1.2$, where Pr is the Automatic Frequency Restoration Reserve contained in the Final Dispatch Schedule of the Reserve Providing Group.

The droop error ε_v is the difference between $P_{measured\ filtered} - K_{est}.(50-F)$ and $P0_{est}+N.Pr_{est}$.

For this type of behaviour, a Teq equivalent time constant implies that the droop error, ε_v characterising the dynamic response must remain below a tolerance level equal to Teq.2/800.Pr, where: Teq ≤ 60 s => $\varepsilon_v \leq 0.15.\ Pr_{est}$ (for family 2: Teq ≤ 100 s => $\varepsilon_v \leq 0.25.\ Pr_{est}$)

The Reserve Providing Group is in deviation for a transient if the response is characterized by a ε_v above the tolerance level for more than 20% of the time, over the period calculated from t_0 +Teq where t_0 is the time of the start of the ramp.

The deviation over a transient will be considered invalid if the duration during which $K_{est}.(50-f) > FCR$ (declared Frequency Containment Reserve) is greater than 10% of the time of the calculation period.

The Notification threshold is reached when the number of transients in deviation is greater than 30% of the number of transients analysed, the latter needing to be higher than 10 over the period considered.

14.2.3.2.3 Share of unavailable Secondary Frequency Control

The share of unavailable secondary Frequency Control is 100%, except if criterion F5 is not respected, over the period analysed, in which case the share of unavailable secondary Frequency Control applied is that of criterion F5 only. If the ratio between the number of transients in deviation and the number of transients analysed is strictly greater than 10%, then RTE must alert the Reserve Provider.

14.2.4 Primary and Secondary Control

14.2.4.1 Control of the supply of frequency control power for Reserve Providing Groups with a Limited Energy Reservoir

A Reserve Providing Group capable of providing Automatic Frequency Restoration Reserves must be able to provide secondary frequency control throughout the entire period during which the Automatic Frequency Restoration Reserve is scheduled.

According to articles 156, paragraph 9, and 156, paragraph 10, of the SOGL Regulation, a Reserve Providing Group with a Limited Energy Reservoir, qualified to provide Frequency Containment Reserve, must be able to provide primary frequency control power continuously throughout the entire period during which the Frequency Containment Reserve is scheduled, and up to exhaustion or saturation of the reservoir, and for at least 15 minutes in the case where the system is in Alert State. The Reserve Provider must provide equivalent capacities to the exhausted or saturated capacities no later than 2 hours after the end of the Alert State, by making the entity concerned available or by activating one of the others via redeclaration.

If the Reserve Providing Group is equipped with a charging process, it must have a time constant much greater than that of the frequency controls concerned.

14.2.4.2 Telemetry failure

Telemetry data and remote signalling must be valid at all times, regardless of whether the Reserve Providing Group is scheduled or not.

In the event of failed or absent telemetry or remote signalling, RTE and the Reserve Provider establish which party among the Reserve Provider and RTE is responsible for the failed or absent telemetry data. Only failures falling within the responsibility of the Reserve Provider may give rise to a Notification of Failure. The threshold for Notification of a Failure is 30 hours of failed telemetry or remote signalling over a period of 6 Months. The share of frequency control considered unavailable is calculated as the ratio between the number of hours of failure of the telemetry or remote signalling on which the Reserve Providing Group is scheduled and the number of hours in the time period.

For failures or absence of telemetry or remote signalling for which RTE is responsible, RTE may ask the Reserve Provider to transmit the telemetry data ex-post by email in order to do the performance checks.

14.3 Notification of Primary or Secondary Frequency Control Failures

14.3.1 Principles

The Reserve Provider Notifies RTE, as soon as it is aware, of any Primary or Secondary Frequency Control Failure of a Reserve Providing Group, provided this Failure cannot be resolved within less than 24 hours. The Notification shall specify whether this Failure led to the total or partial failure of the Frequency Control considered as well as the cause of this Failure. The Reserve Provider specifies the Start of Failure if it is prior to the date of Notification. Otherwise, the start of Failure is the date of Notification.

RTE Notifies the Reserve Provider of the Failures not Notified by the Reserve Provider, as soon as it becomes aware, specifying:

- the nature of the performance deviations detected during control tests;
- the performance resulting in the Failure; and
- the share of unavailable frequency control (in particular in the case of partial failure of the frequency control considered);
- the Start of Failure: this date cannot be earlier than 60 Days from the date of Notification by RTE.

The Reserve Provider may, on request, access the data used by RTE to view this Failure.

Article 14.5 specifies the operational provisions relating to the sending of Failure Notifications.

The financial consequences of a Failure are set out in Article 14.6.

A Failure of a Reserve Providing Group consisting only of Generation Units or Sites associated with one or more Units with Certified Constructive Capacity leads to an obligation for Compliance in accordance with Article 14.4.

For the other Reserve Providing Groups, following a Notification of Failure, the Reserve Providing Group can solve the problem that caused the Failure and demonstrate it to RTE.

Where relevant, RTE may, for a Reserve Providing Group which does not consist only of Generation Units or Sites associated with one or more Units with Certified Constructive Capacity:

- review the Qualification - in accordance with the Article 5.5, in compliance with the dispute process described in Article 14.3.3;
- modify the Generation Unit or Site composition of the RPG in accordance with 4.3.2.

In the case of a Reserve Providing Group with no Generation Unit or Site associated with one or more Units with Certified Constructive Capacity, RTE may revise the Certified MarketCapacity values of the Reserve Providing Group to zero. In this case, the Qualification Certificate of the Reserve Providing Group is withdrawn in accordance with Article 5.5, leading to RTE removing the Reserve Providing Group from the Reserve Perimeter to which it is attached. If the Reserve Provider solves the issue behind the Failure it must then obtain a new Qualification Certificate for this Reserve Providing Group in accordance with Article 5.3, to reinstate it in its Reserve Perimeter, in accordance with Article 4.3.1.

14.3.2 Notification threshold

Failures are Notified to the Reserve Provider if the performance deviations detected by RTE exceed a significant margin of error in relation to the expected performance. Article 14.2 specifies a Notification threshold for each performance measured for the continuous monitoring, and, for some performances, an alert threshold. Deviations below the Notification threshold have no financial consequence. They are however reported to the Reserve Provider if they exceed the alert threshold.

The values of these thresholds incorporate:

- errors in calculation;
- measurement uncertainty;
- inaccuracies related to sampling and data synchronisation; and
- potential inaccuracies in declarative data (Final Dispatch Schedule and scheduled contributions).

14.3.3 Disputes relating to Failures

Following receipt of a Notification from RTE (Failure or receipt confirmation of Failure), the Reserve Provider may, within a period of one Month from the date of receipt of this Notification, dispute the nature of the deviation detected by RTE. The Parties shall meet at the earliest possible time to resolve this dispute.

If the RTE Notification is found to be unwarranted, it is cancelled by RTE in accordance with the terms laid down in Article 14.5.

If the RTE Notification requires correction without being cancelled, it is amended in accordance with the terms laid down in Article 14.5. If the changes made require a change in the Forecast Compliance Date, the Reserve Provider Notifies a new Forecast Compliance Date in accordance with the provisions of Article 14.4.2.

If the Reserve Provider disputes a Failure Notified by RTE beyond one Month from the Notification, the Parties meet to decide on whether or not to uphold this dispute. If action is taken concerning the dispute and that the Notification is totally or partially unjustified, the Parties agree to cancel or correct the file corresponding to this Notification.

14.3.4 Impact of a Failure on Reserve scheduling

Following a Notification of frequency control Failure (deviation in relation to one of the F2, F3, F4, F5 or F6 performances), if the Reserve Provider chooses to schedule this Reserve Providing Group, then it declares the Primary and Secondary Frequency Control contribution of the Reserve Providing Group in question without taking into account the share of unavailable frequency control, during the entire period between the Notification and the Compliance of the frequency control concerned.

The Reserve Provider may Notify to RTE of the Compliance of one of the F2, F3, F4, F5 or F6 performances as soon as the scheduled contribution of the Reserve Providing Group enables this performance.

14.4 Compliance

This Article only applies to Reserve Providing Groups made up only of Generation Units or Sites associated with one or more Units with Certified Constructive Capacity.

14.4.1 Principles

Following the Failure, the Reserve Provider must return to compliance the Reserve Providing Groups made up only of Generation Units or Sites associated with one or more Units with Certified Constructive Capacity of its Reserve Perimeter. In this case, a Forecast Compliance Date must be established in accordance with Article 14.4.2. The obligation of Compliance does not apply in the cases provided for in Article 14.4.4.

14.4.2 Forecast Compliance Date

14.4.2.1 Proposal of the Reserve Provider

Following Notification of a Failure, the Reserve Provider restores the performance as soon as possible, under the conditions defined in this Article.

The Reserve Provider Notifies the Forecast Compliance Date at the latest one Month after Notification of the Failure. The Reserve Provider indicates, along with its Notification of the Forecast Compliance Date, whether the Compliance requires halting the Reserve Providing Group or one or several Generation Units or Sites making up the Reserve Providing Group. For Reserve Providers having entered into a Coordination Planning Contract, Compliance of Reserve Providing Groups should be ensured at the next scheduled stop in the Reference Planning, for which the start date and duration are compatible with the Compliance of the Reserve Providing Group. If the Reserve Provider schedules another date or has not entered into a Coordination Planning Contract, it Notifies RTE of its proposed Forecast Compliance Date and the reasons for its choice, outlining its constraints.

If the date of the stop scheduled in the reference planning is amended with the agreement of the two Parties, then the Reserve Provider may change the Forecast Compliance Date accordingly.

If there is no Notification within the abovementioned period, Compliance must be met within a period of 90 Days from the date of Notification of the Failure.

The Reserve Provider Notifies RTE of the technical and economic elements used to determine the Forecast Compliance Date if it leads to a delay of more than 90 Days and if RTE has requested it.

14.4.2.2 Approval of RTE

RTE Notifies the Reserve Provider of its approval or rejection of the proposed Forecast Compliance Date, within a period of 8 Days from the date of the Reserve Provider's Notification of the proposal. Failing this, RTE is deemed to have given its approval.

In case of rejection Notified by RTE, RTE outlines the risks to security and the consequences of the Failure on exploitation, taking into account any other Failures.

The Parties undertake to define a Forecast Compliance Date, taking into account the constraints outlined by the two Parties.

In the event of continued disagreement on the part of RTE concerning the Forecast Compliance Date, despite the technical elements brought by the Reserve Provider, the provisions of Article 3.5.7 apply.

14.4.2.3 Change of Forecast Compliance Date

The Reserve Provider can propose a change in the Forecast Compliance Date one time in the event of a technical need and must Notify RTE at the latest 10 Business Days before the date initially set, justifying the reasons for the postponement. RTE Notifies its approval or rejection in accordance with the provisions of Article 14.4.2.2.

If the date of a test on a Generation Unit or Site (required by the Reserve Provider to meet the Forecast Compliance Date Notified to RTE) is postponed by RTE, then the Reserve Provider may change the Forecast Compliance Date to take into account this postponement.

14.4.3 Effective compliance

14.4.3.1 Notification of Compliance

Once the Compliance is achieved, the Reserve Provider Notifies RTE, indicating the Day of compliance. This is the last date taken into account for the calculations of Abatements and Penalties described in Article 14.6.

The Day of Compliance Notified by the Reserve Provider cannot exceed 60 Days prior to the date of Notification.

If the Reserve Provider observes that the Failure persists following efforts to return to Compliance, despite the previously identified causes having been dealt with and for an independent reason from these, the Reserve Provider shall Notify RTE firstly of the return to Compliance of the initial Failure, and secondly of a new Failure occurring, independent of the first. In case of disagreement of RTE, the provisions of Article 14.4.5 shall apply.

14.4.3.2 Dispute

Following receipt of a Notification of Compliance, RTE may, within a period of one Month from the date of receipt of this Notification, dispute the Compliance by providing the corresponding elements of analysis. The Parties shall meet at the earliest possible time to resolve this dispute.

If RTE's dispute is found to be warranted, the Compliance Notified by the Reserve Provider is considered erroneous and it is not taken into account for the calculations of Abatements and Penalties described in Article 14.6.

14.4.4 Serious incidents or long-term withdrawal from operation

Serious incidents are incidents requiring the unscheduled halt in operation of a Generation Unit or a Site for a period exceeding 4 Months or requiring repairs to an amount estimated by the Reserve Provider to exceed the following limits:

- 500 k€ for Generation Units or Sites with maximum power greater than or equal to 100 MW;
- 200 k€ for Generation Units or Sites with maximum power less than or equal to 100 MW;

The Reserve Provider indicates whether the performances of the Generation Unit or Site have been impacted by the serious incident. If the performance of the installation has not been altered, the Reserve Provider shall provide the elements justifying it.

The withdrawal from operation is long-term when the Generation Unit or Site is stopped for a duration greater than or equal to 1 year (it may involve permanent closure of the Generation Unit or Site).

In the event of a serious incident or long-term withdrawal from operation of a Generation Unit or Site, with the characteristics of force majeure, Article 3.5.6 applies for the Generation Unit or Site concerned.

If the Generation Unit or Site has a connection agreement (or any equivalent document) or a performance commitment agreement within the meaning of the RTE Reference Technical Documentation specifying the Qualification for Frequency Ancillary Services, it must maintain the performance of the generation facility to which it belongs, in application of decree no. 2008-386 of 23 April 2008. Otherwise, in the event of a serious incident or long-term withdrawal from operation of a Generation Unit without the characteristics of force majeure, the Parties undertake to examine whether or not to keep the Generation Unit concerned in the Reserve Perimeter of the Reserve Provider. In case of withdrawal, the provisions of Article 4.3.1 shall apply. In case of continued operation, the provisions of Article 14.4 shall apply.

In the event of continued disagreement concerning action to resolve a serious incident, the provisions of Article 3.5.7 shall apply.

14.4.5 Independent audit

If, in light of the elements presented by the Reserve Provider, RTE considers that the latter has not done its utmost to bring into compliance one or several Generation Units or Sites subject to Failures resulting in risks to security or consequences on operations that are unacceptable for RTE (in particular in the case of a high number of simultaneous Failures or a continued disagreement on Forecast Compliance Date), RTE may request an independent audit to be held to verify whether the Reserve Provider has complied with good practices for equipment maintenance affecting the performances of Frequency Control when fulfilling its contractual obligations to RTE.

The two Parties agree on the choice of auditor.

The auditor Notifies the results of the audit to the two Parties. If the audit concludes that there has been breach and negligence on the part of the Reserve Provider, RTE requests it to submit, within three Months from the Notification, a plan of action and new proposals for the Forecast Compliance Date.

If RTE considers that the plan of action proposed does not show that the Reserve Provider has made best endeavours to remedy the breach and negligence raised by the auditor, RTE will apply the Penalties set out in Article 0.

These Penalties apply to Reserve Providing Groups made up of only Generation Units or Sites associated with one or more Units with Certified Constructive Capacity whose Failures are attributable to breaches on the part of the Reserve Provider, up until the criteria having led to the independent audit have been eliminated.

The costs of the audit are borne by the Reserve Provider when the audit concludes that breach and negligence have occurred on the part of the latter. They are borne by RTE when the audit concludes that no breach or negligence has occurred.

14.5 Process of Notifications of Failures and Compliance

14.5.1 Description of the Process

A Notification of Failure is accompanied by a form to fill in accordance with the model in Annexe 10.

Once the deadline for disputing effective Compliance or renewed availability has passed, RTE closes the form and sends a copy to the Reserve Provider.

Cancelling a form submitted can only be done via the form closure phase.

Editing a form, for the particular phase concerned, involves incrementing the index of the document at each submission by RTE.

The procedure for sending a Notification of Failure by the Reserve Provider is the following:

- The Reserve Provider Notifies RTE of its Failures by creating the form in Annexe 10 and, if possible, declares the unavailable share of Frequency Control.
- Within a period of eight (8) Business Days, RTE acknowledges receipt of the declaration of Failure and Notifies the share of unavailable Frequency Control using the form in Annexe 10.
- Within a period of one Month after receipt of the Notification, the Reserve Provider accepts or disputes the Notification by RTE using the form in Annexe 10.

The procedure for sending a Notification of Failure by RTE is the following:

- RTE Notifies by email the deviations detected following the audit as well as the share of unavailable frequency control, then creates the form in Annexe 10.
- Within a period of one Month after receipt of the Notification, the Reserve Provider accepts or disputes the Notification by RTE using the form in Annexe 10.

The procedure for sending a Notification of Forecast Compliance Date is the following:

- Within one Month from Notification of a Failure, as set out in Article 14.2.4, the Reserve Provider Notifies RTE of the Forecast Compliance Date using the form in Annexe 10.

- RTE Notifies its approval or disapproval of the Forecast Compliance Date within a period of 8 Business Days using the form in Annexe 10. If relevant, it contacts the Reserve Provider to agree on another date.

The terms for sending a request to modify the Forecast Compliance Date by the Reserve Provider are the following:

- The Reserve Provider may amend the Forecast Compliance Date one time if required for technical reasons. It Notifies RTE of this change and its justification 10 Business Days before the Forecast Compliance Date initially set.
- RTE Notifies its approval or disapproval of the proposed Forecast Compliance Date within a period of 5 Business Days. Submitting the form in Annexe 10 featuring the modified date formalises the agreement. In case of disagreement, RTE Notifies the Reserve Provider to agree on another date.

The procedure for sending a Notification of Compliance is the following:

- Once Compliance has been achieved, the Reserve Provider Notifies RTE of the date on which it was done, using the form in Annexe 10.
- Within a period of one Month after receiving the Notification, RTE accepts or disputes the Notification of Compliance. Submitting the form in Annexe 10 featuring the date of Compliance formalises the agreement. In case of disagreement, RTE provides the corresponding elements of analysis and the "Compliance" part of the file is not filled in.
- RTE may stand in for the Reserve Provider in the declaration of the Compliance date in the cases set out in Article 14.4.3.1.

14.5.2 Specific operational arrangements

Failure Notifications as well as the Notifications relating to actual and Forecast Compliance Dates are sent by email to the regional unit of RTE that manages the network on which the Reserve Providing Group is connected.

The following documents issued by RTE are sent by email to the Reserve Provider:

- Failure Notifications;
- Receipt confirmation of the Failure Notification;
- Confirmation of approval or rejection of the Forecast Compliance Date;
- Any Compliance date declaration by RTE;
- Approval or disapproval of the return to Compliance; and
- Closure or cancellation of the file.

The files signed by the Parties shall apply in the event of disagreement.

The alert files issued by RTE are sent by email to the Reserve Provider

Previous exchanges are based on the file formats and models defined in Annexe 10:

- File relating to a Failure Notification from the Reserve Provider;
- File relating to monitoring a Failure;
- Alert file; and
- Information file on unavailability for more than 60 Days.

14.6 Financial consequences of Failures

Notified Failures may give rise to Abatements or Penalties when performance deviations exceed the Notification thresholds outlined in Article 14.3.2. The Abatements and Penalties depend on the duration of the Failure and the size of the deviation. They are only applied if the Failures lead to a negative Reserve Balance for the Reserve Provider.

As application of these Abatements and Penalties is final, no additional compensation may be claimed by RTE.

<u>Before date I'', which will be communicated to the Reserve Providers one month prior:</u>

For Reserve Providing Groups consisting solely of Generation Units or Sites associated with one or more Units with Certified Constructive Capacity, the Abatements apply from the Start of Failure up to its Compliance. If Compliance is achieved later than the Forecast Compliance Date, the Abatement is replaced by a Penalty. In this case the period of application of the Penalty begins on the Day following the Forecast Compliance Date and ends on the Day following the Compliance.

For the other Reserve Providing Other Groups, the Abatements apply from the Start of Failure up until the date of withdrawal of the Qualification Certificate or of the Compliance date.

Diagram of the general principle:

After date I'':

The Abatements and Penalties apply according to a gradual time scale, as shown below in the diagram:

If the Start of Failure occurred before the date I'', the Start of Failure date T0 is reset to the date I'', without cancelling any Abatements due before that date. Otherwise:

- If the Failure is declared by the Reserve Provider, the T0 Start of Failure date is the date of Notification or an earlier date specified by the Reserve Provider in accordance with Article 14.3.1;
- If the Failure is detected by RTE, the Start of Failure date T0 is the date the deviation started in accordance with Article 14.3.1. However, the Start of Failure cannot be earlier than 60 Days from the date of Notification by RTE.

For Reserve Providing Groups made up of only Sites associated with one or more Units with Certified Constructive Capacity:

- The Abatements apply to the Reserve Providing Group in accordance with Article 14.6.3 up to one year after the Start of Failure;
- One year after the Start of Failure, if the Failure has not been resolved, the previous Abatements are doubled up to 3 years after the Start of Failure. If the share of unavailable frequency control is greater than 50%, the Abatements are not doubled but calculated with a share of the unavailable frequency control of 100%;
- Three years after the Start of Failure, level 1 Penalties apply to the Reserve Providing Group in accordance with Article 14.6.4.2;
- Five years after the Start of Failure, level 2 Penalties apply to the Reserve Providing Group in accordance with Article 14.6.4.2.

And for the other Reserve Providing Groups:

- The Abatements apply to the Reserve Providing Group in accordance with Article 14.6.3 up to one year after the Start of Failure or up until the withdrawal of the Qualification Certificate;
- One year after the Start of Failure, if the Failure has not been resolved or if the Qualification Certificate has not been withdrawn, the previous Abatements are doubled up until the withdrawal of the Qualification Certificate;
- The Qualification Certificate is withdrawn no later than three years after the Start of Failure.

14.6.1 Time period of Failure taken into account for the calculation of Abatements and Penalties

The time period of Failure taken into account in the calculation of the Abatements and Penalties begins at the Start of Failure and ends on the Day following the Compliance.

However, for a given Failure, the start of the period of Failure cannot precede the Day of the Failure Notification by more than 60 Days.

14.6.1.1 Period of Failure: Special cases

For performances monitored using statistical criteria based on an observation period (performance F3 and F5), if the analysis does not specifically identify the start of the deviation, a retroactive analysis is conducted at monthly intervals on the previous Months. In such cases, the start of the Failure is the Day following the end of the last period of retroactive observation for which the performance was respected.

When RTE identifies an end date for the deviation and the Reserve Provider has not Notified RTE of the Compliance, the Compliance date is the date of the end of the deviation observed by RTE. For performances monitored using statistical criteria, the end date of the deviation is the Day following the end date of the last retroactive observation period for which the performance was not respected. In this case, RTE Notifies the Reserve Provider of a Compliance date which is the end date of the deviation, in accordance with the provisions of Article 14.4.3.1.

For performances monitored using non-statistical criteria, based on a number of observed deviations and on an observation period defined in Article 14.2 (i.e.: criteria F2, F4 and F6), the Start of Failure is the Day on which the number of deviations observed exceeded the Notification threshold during the observation period.

When RTE or the Reserve Provider identify an event occurring after the first deviation mentioned in the Notification, where the performance was respected, then the date of Compliance is that of this event. In the case where the Reserve Provider has not Notified RTE of the return to Compliance, RTE Notifies the Reserve Provider of this Compliance date, in accordance with Article 14.4.3.1.

When RTE or the Reserve Provider identify an event occurring after the first deviation mentioned in the Notification and prior to the last deviation mentioned in the Notification, where the performance was respected, then the Parties agree on the analysis to carry out to validate or reject the Notification from RTE.

For all performances defined in Article 14.2, the date of the beginning of the observation period cannot be earlier than the last date of Compliance of the performance concerned.

14.6.2 Share of unavailable frequency control taken into account for the calculation of Abatements and Penalties

The share of unavailable frequency control quantifies the importance of the deviation and is used to calculate the Abatements and Penalties provided for in Articles 14.6.3 and 14.6.4.2. The set of rules for calculating this are specified in Article 14.2.

For a Reserve Providing Group, when several performances deviate for the same type of Frequency Control the share of unavailable frequency control is the sum of the share of unavailable frequency control factors established in accordance with Article 14.2, limited to 100% for each Reserve Type.

14.6.3 Abatement amount

The contribution of a Reserve Providing Group having been subject to Failure is defined, for each Reserve Type, as the product of its contribution to the frequency control in question, as stated in the Final Dispatch Schedule, multiplied by the share of unavailable frequency control relating to this frequency control.

For each Half-Hourly Interval and for each of the frequency controls concerned, RTE calculates the Reserve Balance with Failure, as the Reserve Balance calculated in accordance with Article 11.1minus the failed contribution of the Reserve Provider's Reserve Providing Groups subject to Failure.

For each Reserve Type, for each Reserve Direction and for each Half-Hourly Interval, RTE calculates the volume abated V_a of each Reserve Provider in Failure:

$$V_a = \min(\max(0;\ -B_d)\,;\max(0; B - B_d))$$

Where:

- B is the Reserve Balance calculated in accordance with Article 11.1
- B_d is the Reserve Balance with Failure

The principle of abated volume is illustrated with the diagram below:

Where:

- VH_a and VB_a are upward and downward abated volumes in MW
- PFC is the Regulated Capacity Price in € per MW per Half-Hourly Interval
- a is the upward/downward ratio established in accordance with Article 11.2.3

- p is the marginal price in €/hMW of the Frequency Containment Reserve call for tenders of the Half-Hourly Interval considered
- ph is the upward marginal price in €/hMW of the Automatic Frequency Restoration Reserve call for tenders of the Half-Hourly Interval considered
- pb is the downward marginal price in €/hMW of the Automatic Frequency Restoration Reserve call for tenders of the Half-Hourly Interval considered
- ph_{js} is the upward marginal price in €/HMW of the Automatic Frequency Restoration Reserve call for tenders of the Half-Hourly Interval of the similar day
- pb_{js} the downward marginal price in €/HMW of the Automatic Frequency Restoration Reserve call for tenders of the Half-Hourly Interval of the similar day

The Abatement is applied only if the volume abated is strictly positive. In this case, the amount of the Abatement is calculated in the following manner:

<u>Before date I', which will be communicated to the Reserve Providers one month prior:</u>

For each Half-Hourly Interval and for each Reserve Type:

$$Abatement = PFC * [a * VH_a + (1 - a) * VB_a]$$

<u>After date I':</u>

For each Half-Hourly Interval:

- Case of Frequency Containment Reserve contracting through call for tenders:

$$Abatement_{FCR} = 1.2 * \frac{p}{2} * [a * VH_a + (1 - a) * VB_a]$$

- Case of Frequency Containment Reserve contracting through obligations:

$$Abatement_{FCR,o} = 1.2 * PFC * [a * VH_a + (1 - a) * VB_a]$$

- Case of Automatic Frequency Restoration Reserve contracting through call for tenders:

$$Abatement_{aFRR} = 1.2 * (\frac{ph}{2} * VH_a + \frac{pb}{2} * VB_a)$$

- Case of Automatic Frequency Restoration Reserve contracting using a similar day:

$$Abatement_{aFRR,js} = 1{,}2 * (\frac{ph_{js}}{2} * VH_a + \frac{pb_{js}}{2} * VB_a)$$

14.6.4 Penalties

This Article applies only to Reserve Providing Groups consisting only of Sites associated with one or more Units with Certified Constructive Capacity.

14.6.4.1 Principles

<u>Before date I'':</u>

If, on the Forecast Compliance Date defined in Article 14.4.2, Compliance has not been achieved, the Abatement provided for in Article 14.6.3 induced by Reserve Providing Groups subject to failure, is replaced by a Penalty after the Forecast Compliance Date.

<u>After date I'':</u>

Three years after the Start of Failure, if Compliance has not been achieved, Penalties apply until the Failure has been resolved.

14.6.4.2 Penalty amount

<u>Before date I'':</u>

The Penalty is calculated as follows:

For Failures affecting the ability of a Reserve Providing Group to participate in Primary or Secondary Frequency Control, the Penalty is calculated for each Reserve Type from the following formula:

$$Pénalité = 5\ PFC\ \%\ \text{def} \sum_{jour = Date\ Prévisionnelle\ de\ Mise\ en\ Conformité}^{Date\ de\ Mise\ en\ Conformité - 1} \sum_{PDH=1}^{N} \alpha_{PDH} PA_{PDH}$$

, where

- PFC: Regulated Capacity Price;
- N is the number of Half-Hourly Intervals of the day concerned (46, 48 or 50);
- PA_{PDH}: Last active power Forecast Dispatch Schedule from the RPG for the Half-Hourly Interval and Reserve Type concerned;
- α_{PDH}: Ratio established for the calculation of final Reserve Obligations (Article 6.5.4) for the Half-Hourly Interval and Reserve Type concerned; and
- %def: share of unavailable frequency control determined in accordance with Article 14.2.

The Forecast Compliance Date and the Compliance Date are set in accordance with Article 14.4.2.

<u>After date I'':</u>

The level 1 Penalty applies between three and five years after the Start of Failure and is worth three times the amount of the Abatement calculated in accordance with Article 14.6.3 with a share of unavailable frequency control of 100%

The level 2 Penalty applies from five years following the Start of Failure and is worth five times the amount of the Abatement calculated in accordance with Article 14.6.3 with a share of unavailable frequency control of 100%

14.6.4.3 Maximum amount of Penalties

RTE may not charge the Reserve Provider Penalties over a certain amount for frequency control.

The maximum amount payable over a period of 12 Months for a given frequency control is equal to the remuneration that the Reserve Provider would have received in the absence of failure, for all of the relevant Reserve Providing Groups in its Reserve Perimeter.

The first 12-Month period begins on the date of the first application of a Penalty. If, at the end of this first period, there are still Failures which have not been returned to Compliance within the set deadline, the maximum amount of the Penalties applies for the next 12-Month period.

14.6.5 Network unavailability of a Reserve Providing Group

In the case of total or partial unavailability or inability of a Reserve Providing Group to perform frequency control, no Abatement or Penalty is applied when it is directly linked to a limitation in the injection or withdrawal of a Generation Unit or Site belonging to that Reserve Providing Group due to a constraint on the Public Transmission System, for which the Transmission System Access Contract provides for the system operator's liability for actual, direct, current and certain damages; outside of Scheduled Unavailabilities.

15. FINANCIAL SECURITY

15.1 Bank Guarantee

15.1.1 Principles

The Reserve Provider may submit a Bank Guarantee to RTE under the Frequency Ancillary Services Terms and Conditions.

The Bank Guarantee must be issued by a credit institution within the meaning of Articles L. 511-1, L. 511-5 and L. 511-6 of the French Monetary and Financial Code and must be consistent with the first demand bank guarantee model in Annexe 7.

The bank guarantee must be issued by a credit institution known to be solvent, i.e.: respecting the rating criteria given below, domiciled either in a Member State of the European Union, in Switzerland or in Norway.

The credit institution must not be the Reserve Provider itself and must not audit the latter or be audited by it within the meaning of article L. 233-3 of the French Commercial Code.

The Bank Guarantee must be issued by a credit institution whose long term credit rating obtained from an international ratings body is at least [BBB+] with a “stable outlook” (Standard & Poor's or Fitch Ratings) or [Baa1] (Moody's). When a banking institution is rated by several rating agencies, all its ratings must be consistent with the above criterion.

If, during implementation of the Participation Agreement, the long-term credit rating of the credit institution having issued the Bank Guarantee becomes less than [BBB+] (Standard & Poor's or Fitch Ratings) or [Baa1] (Moody's), RTE may consider the Bank Guarantee null and void, and consider its amount as zero for the calculation of the Daily Exchange Limit defined in Article 15.2, within a period of 10 (ten) Business Days following a Notification by RTE to the Reserve Provider.

The Bank Guarantee is issued for a period of validity equal to at least one (1) year.

15.1.2 Process

Bank Guarantees must comply with the principles set out in Article 15.1.1.

If the Reserve Provider does not have a Bank Guarantee or if the Reserve Provider has a Bank Guarantee that is invalid or with an expiry date in less than three (3) Calendar Months, then it can provide RTE with a new Bank Guarantee at any time. It must then Notify RTE by registered letter with acknowledgement of receipt. RTE modifies the Daily Exchange Limit in accordance with Article 15.2 within 10 (ten) Business Days from the date of receipt of the request.

If the Reserve Provider wishes to renew its Bank Guarantee, this must be done no later than three (3) Calendar Months prior to the expiry date of the guarantee. This renewal must be Notified to RTE by registered letter with acknowledgement of receipt. The date of entry into force of the new Bank Guarantee must correspond to the date of expiry of the previous Bank Guarantee. If RTE does not receive a new Bank Guarantee within the deadline mentioned above, RTE considers this amount nil for the calculation of the Daily Exchange Limit set out in Article 15.2.

If the Reserve Provider wishes to change the amount of a current Bank Guarantee, it must Notify RTE. RTE takes into account the new value of the Bank Guarantee for the calculation of the Daily Exchange Limit defined in Article 15.2, within:

- ten (10) Business Days, if the amount of the Bank Guarantee has increased;
- three (3) Calendar Months, if the amount of the Bank Guarantee has decreased

15.1.3 Bank Guarantee Request

RTE may, via the attached letter template in Annexe 8, invoke the Bank Guarantee of the Reserve Provider in the event of payment default of all or part of an invoice or any payment payable to RTE under the frequency section of the Terms and Conditions and for which the deadline for payment stipulated in Article 16.2.2 has been reached, following a formal notice of default from RTE by registered letter with acknowledgement of receipt to the Reserve Provider that has not been heeded within a period of ten (10) Business Days following the date of its receipt.

15.1.4 Return

In the event of termination of the Participation Agreement, RTE sends the Reserve Provider the original copy of the Bank Guarantee within fifteen (15) Business Days following payment of the last invoice by the Reserve Provider, if the Bank Guarantee has not been used.

15.2 Daily Exchange Limit

The Reserve Provider has a Daily Exchange Limit in hMW calculated with the following formula:

Daily Exchange Limit = - amount of the Bank Guarantee / IEP3Jmoy

IEP3Jmoy is worth 180 €/hMW.

The amount of the Bank Guarantee is in euros.

The Daily Exchange Limit is a negative or zero value in hMW.

IEP3Jmoy represents the amount of a full elementary compensation for 3 Days, based on an average value of the Reference Spot Price, and on the Regulated Capacity Price. The value of IEP3Jmoy is subject to change, within the process of revising the Terms and Conditions.

The Daily Exchange Limit is rounded to the nearest hMW in accordance with Article 3.5.10.

If there is no Bank Guarantee, or if the Bank Guarantee is invalid or has an expiry date of less than 3 Months, the amount of the Bank Guarantee is considered zero.

Independently of the Bank Guarantee, this Daily Exchange Limit can be set to zero by RTE in accordance with Article 15.4.2.

15.3 Daily Balance of Power Exchanges

The Daily Exchange Limit characterises the financial risk the Reserve Provider exposes RTE to for a given day. The Daily Balance of Power Exchanges is not included in the calculation of the Reserve Balance. The Daily Balance of Power Exchanges is included in the conditions for acceptance of Reserve exchanges by RTE.

RTE continuously determines the Daily Balance of Power Exchanges of each Reserve Provider for each Day.

The half-hourly balance of exchanges in hMW of a Reserve Provider for a Reserve Type is the product of the two following terms:

- the algebraic sum of all symmetric and upward Reserve exchanges only, in MW, of the Reserve Provider accepted by RTE for the Half-Hourly Interval concerned and for the Reserve Type concerned. The Reserve exchanges concerned are the NERs established in accordance with Article 8 and the imports/exports of reserves.
- a duration of one half-hour,

NERs for which the Reserve Provider is the buyer are counted positively and NERs for sales counted negatively. The Reserve exports are counted negatively, imports positively.

The Daily Balance of Power Exchanges of a Reserve Provider is the sum of the negative half-hourly balance of exchanges for each Reserve Provider and each Half-Hourly Interval of the Day concerned. This Daily Balance of Power Exchanges is common to Frequency Containment and Automatic Frequency Restoration Reserves as well as to all Half-Hourly Intervals of the given Day. The Daily Balance of Power Exchanges is a negative or zero value, expressed in hMW.

Example:

A Reserve Provider submitting a Bank Guarantee of 43.2 k€ obtains a Daily Exchange Limit of -240 hMW.

This Reserve Provider may then issue an NER for the sale of 10 MW of Frequency Containment Reserve for the 48 Half-Hourly Intervals of a given Day, or issue an NER of the sale of Frequency Containment Reserve and an NER of the sale of 40 MW of Automatic Frequency Restoration Reserves each for 6 Half-Hourly Intervals of a given Day.

15.4 Monitoring the amount of outstanding Reserve exchanges

15.4.1 Determining the amount of outstanding Reserve exchanges

RTE may calculate the amount of outstanding Reserve exchanges for Reserve Providers on a daily basis. The terms for determining this outstanding amount are specified below.

The amount of outstanding Reserve exchanges for a Reserve Provider is the sum of outstanding Reserve exchanges established for all Half-Hourly Intervals and all Reserve Types.

For each Half-Hourly Interval and each Reserve Type, outstanding reserve exchanges are calculated from the following formula:

$$\text{Encours relatif aux échanges de réserves} = \text{encours global} * \frac{\max(0,-E)}{P+\max(0,-E)}, \text{ où}$$

- P is the final Reserve Obligation, established in accordance with Article 6.5 for the Half-Hourly Interval and for the Reserve Type concerned, for contracting through obligations, or the volume of the Reserve Provider's successful bids, for contracting through call for tenders;
- E is the balance of all symmetric or upward only Reserve exchanges: NERs and explicit imports / exports of Reserves for the Half-Hourly Interval and for the Reserve Type concerned (purchases and imports being counted positively, sales and exports being counted negatively); and
- "The total outstanding amount" of a Reserve Provider for the Half-Hourly Interval and for the Reserve Type concerned includes both the elements relating to the Half-Hourly Interval and the Reserve Type concerned of the invoices issued by RTE in accordance with Article 16, and not yet settled by the Reserve Provider, as well as the Compensation (established in accordance with Article 11.2) related to the negative Reserve Balances of the Half-Hourly Interval of the Days subsequent to the most recent billing period having given rise to issuance of the last invoice, for the Reserve Provider concerned.

15.4.2 Potential limitation of Reserve exchanges

If the outstanding amount in terms of a Reserve Provider's reserve exchanges is greater than its Bank Guarantee submitted, RTE may fix the Daily Exchange Limit of the Reserve Provider at zero. In this case RTE Notifies the Reserve Provider of this limitation.

However, as a transitional measure, the Reserve Provider may submit a sum of money to RTE, known as a cash deposit, constituting a possessory pledge, within the meaning of articles 2333 and onwards of the French Civil Code, to cancel or prevent the Daily Exchange Limit being reset to zero. The outstanding reserve exchanges of the Reserve Provider is then compared to the cash deposit sum and the amount of the Bank Guarantee, for the zeroing of the Daily Exchange Limit.

A pledge must be created in accordance with the model in Annex 9 and may not exceed ninety (90) calendar days.

Once the Reserve Provider has settled the invoice for monitoring the stated commitments as defined in Article 16.1.3 resulting in its outstanding Reserve exchanges becoming less than or equal to the amount of its Bank Guarantee, RTE:

- cancels the zeroing of the Daily Exchange Limit of the Reserve Provider if applicable. This cancellation must be Notified to the Reserve Provider; and
- returns the cash deposit (cash collateral) to the Reserve Provider where applicable, under the conditions defined in Annexe 9.

15.5 Financial security mechanism for the frequency control power of Consumption Sites under optional regulated model

A financial security mechanism, based on Bank Guarantees, is set up within the framework of the financial flows between the Reserve Provider and the Supplier through RTE for the control power of the Consumption Sites under optional regulated model as defined in Article 13.5.

Any counterparty may submit to RTE a Bank Guarantee issued by a credit institution within the meaning of articles L 511-5 and L 511-6 of the French Monetary and Financial Code.

15.5.1 Monitoring of the counterparties' financial balance sheet

RTE monitors the financial balance sheet of each counterparty on each Day D. This financial balance sheet takes into account:

- the advance payments made by the counterparty;
- the sums due by the counterparty invoiced by RTE to debtor counterparties and not settled;
- an estimate of the amounts owed by the counterparty over the Half-Hourly Intervals prior to Day D having not yet been invoiced, equal to:

For a Reserve Provider: $\sum_{PDH} \sum_{\substack{Site\ i\ au\ modèle \\ régulé\ du \\ Responsable\ de\ Réserve}} max(0;\ V_{ER}(Site\ i, PDH)).B_{Site\ i,PDH}$

For a Supplier:

$$\sum_{PDH} \sum_{\substack{Site\ i\ au\ modèle \\ régulé\ du \\ Fournisseur}} max(0; -V_{ER}(Site\ i, PDH)).B_{Site\ i,PDH}$$

Where:

$V_{ER}(\text{Site i, PDH})$	The volume of control power for the Consumption Site i at the regulated model for the Half-Hourly Interval HHI, calculated in accordance with Article 13.2.1;
$B_{\text{Site i,PDH}}$	The Fixed Scale for the Consumption Site i for the Half-Hourly Interval HHI;
HHI:	Half-Hourly Interval prior to Day D having not yet been invoiced, in accordance with Article 15.5.3.

15.5.2 Financial security rules for a Reserve Provider that has no Bank Guarantee

If there is no Bank Guarantee, the authorised outstanding debt is equal to zero (0).

15.5.2.1 Consequences of exceeding the authorised outstanding debt

When the financial balance sheet prepared by RTE under Article 15.5.1 is greater than zero (0), RTE gives the counterparty formal notice to proceed with an advance payment, covering its outstanding debt, to the Collection and Payment Fund for the Frequency Ancillary Services within a period of ten (10) days and to obtain a Bank Guarantee within a period of one (1) Month.

15.5.2.2 Failure to pay the sums due

In the event of failure to pay in full or in part the amounts due by the counterparty,

RTE sends the counterparty formal notice by registered mail with return receipt requested, to proceed with the payment of the outstanding amounts within a period of ten (10) days following the date of receipt.

If the counterparty has not made the payments referred to in the official notice by the abovementioned period, RTE may terminate the Participation Agreement of the counterparty.

15.5.2.3 Financial security rules for a counterparty with a Bank Guarantee

15.5.2.3.1 Characteristics of the Bank Guarantee

The Bank Guarantee submitted under the provisions of this Article may not be combined with the one potentially submitted under the provisions of Article 15.1.

The Bank Guarantee must comply with the provisions of these Terms and Conditions and with the Bank Guarantee model in Annex 7.

The bank guarantee must be issued by a credit institution known to be solvent, i.e.: respecting the rating criteria given below, domiciled in a Member State of the European Union, in Switzerland or in Norway.

The credit institution must not be the counterparty itself and must not audit the latter or be audited by it within the meaning of article L. 233-3 of the French Commercial Code.

The Bank Guarantee must be issued by a credit institution whose long term credit rating obtained from an international ratings body is at least [BBB+] with a “stable outlook” (Standard & Poor's or Fitch Ratings) or [Baa1] (Moody's). When a banking institution is rated by several rating agencies, all its ratings must be consistent with the above criterion.

The Bank Guarantee is issued by a credit institution for a period of validity of at least one (1) year.

The counterparty may submit a Bank Guarantee, the amount of which is consistent with one of the amounts specified in the table below.

The amount of the Bank guarantee submitted to RTE determines the amount of outstanding debt authorised by the counterparty, under the conditions laid down in the table below.

Amount of the first demand bank guarantee in euros (€)	Outstanding amounts authorised in euros (€)
10000	10000
50000	50000
100000	100000
200000	200000
300 000	300 000

15.5.2.3.2 Bank Guarantee Renewal

RTE Notifies the counterparty of the Bank Guarantee expiry date no later than four (4) Months ahead of time.

No later than three (3) Months before the Bank Guarantee expiry date, the counterparty may Notify RTE of a new Bank Guarantee, the amount of which is consistent with one of those specified in Article 15.5.2.3.1.

The date of entry into force of the new Bank Guarantee must correspond to the date of expiry of the previous Bank Guarantee.

Failing receipt by RTE of a new Bank Guarantee within the above time limit, the authorised outstanding debt for the counterparty is equal to zero (0) from the date of expiry of the Bank Guarantee.

15.5.2.3.3 Revision of the amount of the Bank Guarantee

15.5.2.3.3.1 At the initiative of the counterparty

If no Bank guarantee revision has been requested by RTE within the last twelve (12) months preceding Month M, the counterparty may at any time take the initiative to revise the amount of its Bank Guarantee. The counterparty shall then Notify RTE, by registered letter with acknowledgement of receipt, of a new Bank Guarantee which will take effect five (5) Business Days after receipt from RTE.

In the other case, i.e. when the Bank Guarantee of the counterparty has been revised at the request of RTE, the counterparty must wait twelve (12) Months from the date of effect to be able to reduce the amount of its Bank Guarantee with RTE.

15.5.2.3.3.2 At the initiative of RTE

The amount of the Bank Guarantee may be revised by RTE in the following cases:

- when the financial balance sheet prepared by RTE under Article 15.5.1 is higher than the amount of the Bank Guarantee. , RTE then gives the counterparty formal notice to proceed with an advance payment to the Collection and Payment Fund for the Frequency Ancillary Services within a period of five (5) Days and to re-evaluate its Bank Guarantee within a period of one (1) Month.

- If the Bank Guarantee has been invoked by RTE or if RTE has found, over one Rolling Year, two (2) Payment Defaults having given rise to formal notice to pay by registered letter with acknowledgement of receipt. In this case, RTE may give the counterparty formal notice, within a period of one (1) Month, to Notify a new Bank Guarantee in the amount consistent with the Bank Guarantees defined in Article 15.5.2.3.1 and covering the maximum amount between the Bank Guarantee invoked and the sum of the amounts due under the invoices issued by RTE for which a Payment Default has occurred and not having been settled by the aforementioned date of official notice;
- If, during implementation of the Participation Agreement, the long-term credit rating of the credit institution having issued the Bank Guarantee becomes less than [A] (Standard & Poor's or Fitch Ratings) or [A2] (Moody's), RTE may give the counterparty formal notice to provide it with a new Bank Guarantee in accordance with the criteria defined above within a period of one (1) Month from the date of receipt of the official notice.

15.5.2.3.4 Bank Guarantee Request

RTE sends the counterparty formal notice by registered mail with return receipt requested, to proceed with the payment of the outstanding amounts within a period of ten (10) Days following the date of receipt.

If the counterparty has not made the payments referred to in the official notice by the abovementioned period, RTE will invoke the Bank Guarantee of the counterparty by means of the letter model in Annex 8.

No later than ten (10) Business Days after the Bank Guarantee has been invoked, the counterparty Notifies RTE of the new Bank Guarantee in accordance with the provisions laid down in Article 15.5.2.3.3.

Failing this, RTE may suspend the Participation Agreement of the counterparty under the conditions stated in Article 3.4.2.

15.5.2.3.5 Return

If the counterparty terminates the Participation Agreement, RTE shall return the original copy of the Bank Guarantee within fifteen (15) Days following payment of the balance of the amounts due by the counterparty to RTE.

15.5.3 Collecting payments from debtors

Payments (exclusive of tax) from debtors are collected according to the following procedure:

- the counterparty may make advance payments on the Collection and Payment Fund for Frequency Ancillary Services, the banking coordinates of which are specified in the Participation Agreement:
    - before Monday between the ninth and the fifteenth day of the month M+1 for payments for month M, and
    - by bank transfer according to the formal procedure outlined in the IS Terms and Conditions;

- no later than the twentieth (20) Day of the Month M+1, RTE Notifies the counterparty of the remuneration of energies for Month M. For Reserve Providers this Notification is sent by the Reserve Providing Group, per Half-Hourly Interval and per Fixed Scale. For Suppliers, this Notification is sent aggregated per Supplier per Fixed Scale and per Month;
- Before the end of Month M+1, RTE invoices the counterparty an amount corresponding to the sum of payments made in accordance with Article 13.5.5, by deducting the amounts excluding taxes already paid in respect of advance payments to the Collection and Payment Fund account for Frequency Ancillary Services as mentioned above;
- The counterparty settles the invoice within five (5) calendar days following its date of issuance;
- In the case where RTE discovers that one counterparty has been overcharged, this amount is paid to it following the procedures and deadlines described in Article 16.2.2 ;
- The funds collected on the Collection and Payment Fund for Frequency Ancillary Services are retained by RTE up until their payment to the counterparties in accordance with Article 15.5.4.

15.5.4 Payment of the sums collected by RTE to the creditor counterparties

The amounts actually collected in accordance with Article 15.5.3 are paid to the creditors. RTE sends the invoices by post to the billing address indicated in Annex 1 and proceeds with payment of the sums on the account given in this Annex.

Payment of the sums collected for the control energies of month M is made according to the invoice issued by RTE, for the amounts owed by the debtor counterparties to the creditor counterparty, at the earliest as soon as the payment of invoices by the debtor counterparties has been completed and no later than the twentieth (20) Business Day of the Month M+2, in accordance with the terms described in Annex 12.

15.5.4.1 Payment to the creditor counterparties in the event of failure of a debtor counterparty

In case of payment default by a debtor of the amounts due within the above time limits, RTE is not obliged to proceed with payments of these sums to the creditor counterparties within the time limits provided for in Article 15.5.4.

In this configuration, the total amount of the sums not paid by the said debtor for a Month M is distributed between the creditors concerned in proportion to the volumes allocated for the Month M for the Consumption Sites at the Regulated Model.

The sums later recovered by RTE where relevant, under the provisions of Articles 3.4.2 and 15.5.2.3.4, are paid to the creditors, following the same distribution as that specified above, as soon as they are available on the Collection and Payment Fund account for Frequency Ancillary Services.

However, RTE will ensure it takes into account late payments of debtors in the invoice drawn up by RTE and issued to itself for the payment of the sums due to the creditors concerned no later than the twentieth (20) day of the Month M+2.

When invoking the Bank Guarantee referred to in Article 15.5.2.3.4 does not cover all of the payment default, RTE transmits, to the creditors concerned and making the request, the identity of the defaulting debtor as well as the sum of money it owes to those creditors under these Term and Conditions.

16. INVOICING

16.1 Invoicing conditions

16.1.1 Invoicing

RTE and the Participant prepare invoices in accordance with Article 16.

The amounts are charged in Euros (€) and rounded to the nearest Euro cent (c€).

16.1.2 Procedure for disputing invoices

Any claim concerning an invoice must be Notified to the Party that issued it within a period of 30 Calendar Days from receipt of the invoice in dispute. The Complainant must provide justification for its request.

The recipient must respond to this claim within a period of 30 Calendar Days from the date of its receipt.

The Notification of a claim does not remove the obligation to pay the amounts owed.

16.1.3 Terms relating to remuneration of Reserve Obligation or Commitments, compensation and control power

16.1.3.1 Principles

On a monthly basis, RTE and the Reserve Provider handle the financial flows resulting from the provisions concerning:

- The remuneration of final Reserve Obligations or Reserve Commitments carried out in accordance with Article 10;
- The Compensation related to non-compliance of declared commitments, determined in accordance with Article 11; and
- The management of control energies, in accordance with Article 13.

RTE issues an invoice concerning the Compensations if they are not zero.

The Reserve Provider issues an invoice (or a credit note if the amount is negative) to RTE concerning the remuneration of the final Reserve Obligation or Reserve Commitments and monthly control energies.

The rounding rules described in Article 3.5.10 are applied.

16.1.3.2 Data exchanged

RTE sends the Reserve Provider a monthly statement of remuneration and Compensation. RTE includes all items of the Reserve Provider's Reserve Balances and control energies so that the Reserve Provider can check the billing items.

16.1.3.3 Process for establishing billing items

Every month RTE emails the Reserve Provider the provisional data defined in Article 16.1.3.2 of Month M no later than the third Monday of Month M+1. These provisional data do not take into consideration eligibility for reduction of Compensation.

The Reserve Provider may contest the monthly provisional data by Notification to RTE, within a period of 15 Days from the date of receipt of these data. This step allows the Reserve Provider to claim eligibility for reduction of Compensation, by transmitting to RTE the start and end of the unavailability, as well as the Forecast Dispatch Schedule immediately prior to the unavailability.

RTE emails the Reserve Provider the consolidated data of Month M no later than the third Monday of Month M+2, even if they are identical to the provisional data.

After the date of receipt by the Reserve Provider of the consolidated data, any disagreement between the Parties will be treated as an invoice dispute.

After the third Monday of Month M+2 RTE and the Reserve Provider prepare the monthly invoices based on the consolidated data sent by RTE.

16.1.4 Set of rules for performance checks

16.1.4.1 Principle

RTE emails the data from the performance check on a quarterly basis to the Reserve Provider, detailing the deviations found, the resulting Failures, as well as the associated financial consequences.

The rounding rules described in Article 3.5.10 must be applied.

16.1.4.2 Sending the quarterly performance check report

RTE sends the Reserve Provider a quarterly report of the performance check of Month M to M+2 before the first Monday of Month M+4 in the form of computer files. These files include the data relating to deviations pending resolution for the calculation of the Compensation and Penalties of Month M to M+2. The report relating to Month M to M+2 is in addition supplemented by the data relating to deviations being corrected for the calculation of Abatements and Penalties of Months M-3 to M-1. These provide the means to consolidate the data sent in the previous quarter and to integrate the corrections due to changes not yet known at the date of preparation of the control report relating to Month M-3 to M-1, but with a retroactive impact over this period.

The data transmitted to the Reserve Provider specifically detail, for each deviation being corrected, the date of Notification, the Start of Failure, the nature of the deviation giving rise to the Failure, the associated share of unavailable Frequency Control, the estimated date of Compliance and the Compliance date, as well as the amount of Abatements and Penalties for the quarter in question arising from the deviations being processed.

The deviations currently being processed for the calculation of Abatements and Penalties of Month M to M+2 include:

- Failures Notified at the beginning of Month M up to the date the data is processed by RTE (in all cases subsequent to the end of Month M+2), in accordance with Article 14.2.4 and having a financial impact in accordance with Article 14.6;
- Previous Failures, falling under the same Articles, for which effective Compliance has not been reached by the beginning of Month M,

The amount of Abatement and Penalties charged by RTE for M to M+2 is the sum of:

- the amounts resulting from the current deviations for the calculation of Month M to M+2,
- A correction for the period M-3 to M-1 if the amount for the processing of deviations over this period differs from the amount transmitted in the previous quarter.

16.1.4.3 Definition of quarters

The invoicing established in February of the year N are associated with the Months of October, November and December of the year N-1.

The invoicing established in May of the year N will be associated with the Months of January, February and March of the year N.

The invoicing established in August of the year N will be associated with the months of April, May and June of the year N.

The invoicing established in November of the year N will be associated with the Months of July, August and September of the year N-1.

16.2 Payment terms

16.2.1 Billing address

The billing address is specified in the Participation Agreement.

16.2.2 Deadline for Payment

The Participant shall pay RTE the amount of the invoice by bank transfer no later than 30 days after its date of issuance.

RTE shall pay the Participant the amount of the invoice by bank transfer no later than 30 Days after its date of issuance.

16.2.3 Penalties for non-payment

In the event of failure to pay the full amounts owed by the deadline for payment, the sums due are subject to, and without prior formal notice, late penalties calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation, plus ten (10) percentage points, in force on the date of issuance. These penalties are on the total amount of the debt (amount of the invoice including VAT). This interest is calculated from the payment due date up to the date of actual payment of the invoice.

In accordance with article L. 441-10 of the French Code of Commerce, a lump sum for recovery costs is added to these penalties, amounting to forty (40) Euros excluding taxes (article D.441-5 of the French Code of Commerce). In addition, in accordance with aforementioned article L. 441-10, additional compensation may be requested by RTE when the recovery costs are higher than the amount of this lump sum payment, and on justification by RTE. If the full payment of all amounts due under the Terms and Conditions has not been settled within a period of thirty (30) Calendar Days from the date of expiry of the period provided for in Article 16.2.2 the creditor may terminate the Participation Agreement in accordance with Article 3.4.

17. TRANSITIONAL PROVISIONS

The conditions listed in this Article shall prevail over the provisions of the other Articles of the Terms and Conditions.

17.1 Experimental participation of Consumption Sites connected to the PDS in Frequency Containment Reserve and Automatic Frequency Restoration Reserve

17.1.1 Conditions for participation

To participate in the experiment, the Reserve Provider must submit a project to RTE, describing the terms of the frequency control process, the strategies for maintaining supply of Reserve in accordance with the current Terms and Conditions, the methods for measuring the frequency and receipt of the level, a detailed schedule of the steps envisaged for implementation of the project and the intended geographical location.

This experimental framework does not exempt the party from national and European regulations.

17.1.2 Transient operation

- The Template for certification for participation in Primary Frequency Control is in Annex 15 of these Terms and Conditions;
- The Template for certification for participation in Secondary Frequency Control is agreed on with the Reserve Providers and published on the Concerte site;
- The Qualification Certificates issued by RTE for these Reserve Providing Groups have a limited validity to 1 July 2024. At the end of this period, Reserve Providing Groups which are non-compliant or which have failed to perform satisfactorily will not have their Qualification Certificate renewed.
- The Reserve Providing Group must be controllable, i.e. that RTE is able to estimate the triplets [P0, K, Pr] according to the methodology described in Article 14.2.1.

17.1.3 Feedback and study into expanding participation

RTE must gather feedback concerning participation in Frequency Containment Reserve and Automatic Frequency Restoration Reserve of Consumption Sites connected to the PDS, once a significant level of participation has been achieved. This feedback must incorporate an analysis of the performances and volume of frequency ancillary services provided by the Consumption Sites connected to the PDS.

Any changes in the conditions for participation of Consumption Sites connected to the PDS proposed as a result of these studies will be made within the process of revising the Terms and Conditions.

17.2 Experimental participation of Stationary Storage Sites in Automatic Frequency Restoration Reserve

17.2.1 Conditions for participation

To participate in the experiment, the Reserve Provider must submit a project to RTE, describing the terms of the frequency control process, the strategies for maintaining supply of Reserve in accordance with the current Terms and Conditions, the methods for measuring the frequency and receipt of level, a detailed schedule of the steps envisaged for implementation of the project and the intended geographical location.

This experimental framework does not exempt the party from the Terms and Conditions and from national and European regulations.

17.2.2 Transient operation

- The Template for certification for participation in Secondary Frequency Control is agreed on with the Reserve Providers and published on the Concerte site;
- The Qualification Certificates issued by RTE in the context of the present experiment, have a limited validity to 1 July 2024. At the end of this period, Reserve Providing Groups which are non-compliant or which have failed to perform satisfactorily will not have their Qualification Certificate renewed.
- The Reserve Providing Group must be controllable, i.e. that RTE is able to estimate the triplets [P0, K, Pr] according to the methodology described in Article 14.2.1.

17.2.3 Feedback and study of the changes to conditions for participation

RTE will gather feedback concerning the participation of Stationary Storage Sites in Automatic Frequency Restoration Reserve once a significant level of participation has been achieved. This feedback must incorporate an analysis of the performances and volume of Frequency Ancillary Services provided by the Stationary Storage Sites.

Any changes in the conditions for participation of Storage Sites proposed as a result of these studies will be made within the process of revising the Terms and Conditions.

17.3 Experimentation relating to statistical observability

The Reserve Provider can implement statistical observability for Reserve Providing Groups composed of strictly more than 70 Sites which each have a maximum power of less than 1 MW, or which have a maximum control capacity of less than 100 kW.

In order for a Reserve Providing Group to benefit from statistical observability, the Reserve Provider must have opted for the transmission of aggregated telemetry, in accordance with Article 4.2.4.2 and must have demonstrated to RTE that the transmission of all telemetry data has a significant economic impact on the profitability of its RPG's participation in frequency ancillary services.

Aggregate telemetry allowing statistical observability is built in real time by the Reserve Provider from the telemetry data of at least n Sites making up the Reserve Providing Group. The number "n" is determined by the following formula:

$$n \geq \frac{t^2 N}{t^2 + (2e)^2 (N-1)}$$

Where:

- N is the number of Sites making up the Reserve Providing Group
- $t^2 = 1.96$
- e = 0.05

The other Sites making up the Reserve Providing Group must continue to be measured at 10-second intervals but should not be subject to real-time transmission of this data. The choice of the at least n telemetered Sites is up to the Reserve Provider. However, this choice must be based on a representative panel of the Site population of the RPG. The value of the aggregated telemetry data from the Reserve Provider must be close to the value of the sum of the telemetry data of the Sites making up the Reserve Providing Group. The choice of method for determining the aggregated telemetry data is up to the Reserve Provider, provided it has been described to RTE prior to its implementation during the RPG certification process and must be the method applied in real time. For a configurable method, the possible parameters and configuration criteria must be described during the certification. Any change in the statistical observability method validated during certification must be systematically described to RTE.

If RTE considers that the aggregated telemetry data provided by the Reserve Provider is not sufficiently accurate, RTE may:

- Send the Reserve Provider a request to provide a sufficiently accurate aggregated telemetry data;
- Remove the Reserve Perimeter of the consumption type Reserve Providing Group concerned, following formal notice with no reply from the Reserve Provider within a period of one Month.

All telemetry data of Sites constituting the Reserve Providing Group must be sent by the Reserve Provider to RTE no later than D+1 at the aggregated scale of the Reserve Providing Group and according to the template to render the digital data of Annexe 15. This template must be strictly respected to allow the data to be integrated into the RTE IS. Failure by the Reserve Provider to send full observability data may result in a Notification of Failure. The share of frequency control considered unavailable is calculated as the ratio between the number of hours without full observability data and the number of hours for which the Reserve Providing Group is scheduled.

In the event of non-compliance with the submission of full observability data repeated more than 5 times over a period of 6 months, the Reserve Provider will no longer be able to benefit from this transitional provision for the Reserve Provider concerned for a period of 6 months.

To compensate for any estimation error, the Reserve Provider must schedule 5% additional Reserve from its Reserve Providing Groups implementing statistical observability.

The sum of the maximum Primary and Secondary Frequency Control capacities of Reserve Providing Groups experimenting statistical observability of all the Reserve Providers cannot exceed a threshold of 20 MW. Applications from participants for statistical observability will be approved on a "first come, first served" basis.

This option is part of an experimental framework which could be maintained or abandoned in the process of revising the Terms and Conditions following feedback. In the context of this feedback, RTE and the DSOs will be able to exchange metering data relevant to Sites. Should RTE abandon the experimentation, Reserve Providers which benefited from these provisions will not be entitled to claim any compensation.

17.4 Experimentation on the use of submetering

Experimentation on the use of submetering for a Site consists of transmitting telemetry data to RTE that do not cover the full perimeter of the Site, but rather only the process or processes from which the Frequency Ancillary Services are provided.

This option is part of an experimental framework which could be maintained or abandoned in the process of revising the Terms and Conditions following feedback. Should RTE abandon the experimentation, Reserve Providers which benefited from these provisions will not be entitled to claim any compensation.

17.4.1 Use of submetering to verify the measurement of the provision of the service at the delivery point

The Reserve Provider may use submetering, in the context of the experimentation described in this Article, for a Site in its Reserve Perimeter, when all of the following conditions are met:

- The Reserve Provider transmits to RTE both the submetered data and the telemetry data of the Site;
- RTE finds, on establishing the Qualification Certification in accordance with Article 5, that submetering improves the quality of the triplet estimation [P0, K, Pr] according to the methodology described in Article 14.2.1;
- The Reserve Provider must have provided the necessary data for RTE to conclude that the use of the measurement at the level of the Site does not allow a sufficiently accurate estimate of the triplets;
- The provision of Frequency Ancillary Services must be able to be determined by RTE using the measurement taken at the Consumption Site: despite its imprecision, an estimate of the triplets is still possible from the measurement taken at the Site;
- The telemetry device must be consistent with the provisions of Article 4.7 of RTE's Reference Technical Documentation. RTE can carry out checks on the telemetry device in order to verify it is consistent with the requirements listed in this Article;
- The Reserve Provider must provide RTE with a description of the processes of the entire Consumption Site, a description of the servo-control system implemented at each process from which Frequency Ancillary Services are provided, and a justification for the absence of counter-regulation (regulation to counteract the provision of Frequency Ancillary Services at the Site) and correlation with the other processes of the non-telemetered Sites.

These conditions may be subject to an annual periodic inspection by RTE.

RTE may withdraw the option of using submetering if one of the conditions described in this Article is no longer fulfilled. In this case this Notification is made in accordance with Article 4.3.2.

17.4.2 Use of submetering to communicate nominal telemetry data

The Reserve Provider may use submetering to communicate nominal telemetry data.

If submetering is used to communicate nominal data, RTE requires a confirmation of the correct operation of the frequency control on the network during the certification procedure, with a justification of no counter regulation within the site. Additional data (metering data…) can be requested by RTE.

The Reserve Provider must comply with the following conditions:

- The telemetry device must be consistent with the provisions of Article 4.7 of RTE's Reference Technical Documentation. RTE can carry out checks on the telemetry device in order to verify it is consistent with the requirements listed in this Article;
- The Reserve Provider must provide RTE with a description of the processes of the entire Site, a description of the servo-control system implemented at each process from which Frequency Ancillary Services are provided, and a justification for the absence of counter-regulation (regulation to counteract the provision of Frequency Ancillary Services at the Site) and correlation with the other processes of the non-telemetered Sites

If there is no observability on the network, RTE reserves itself the right to not accept submetering.

17.5 Experimentation with mixed aggregations within Reserve Providing Groups

The experiment consists of allowing the Reserve Provider to aggregate within the same Reserve Providing Group, a non-empty set of Sites among:

- one or more Generation Sites grouped together within one or more SEs (optional);
- one or more Stationary Storage Sites grouped together within one or more SEs (optional);
- one or more Consumption Sites grouped together within one or more Consumption SEs (optional).

This type of aggregation is allowed under the following conditions:

- SEs are not composed exclusively of Sites with a maximum capacity of Primary or Secondary Frequency control, upwards and downwards, of less than 250 kW;
- Generation facilities are not under purchase obligations;
- Aggregation allows:
    - the provision of control capacity. The Reserve Provider must then demonstrate an inability to supply control capacity at the level of the Scheduling Entity alone.*

    - an increased supply of Frequency Containment Reserve and/or Automatic Frequency Restoration Reserve by more than the sum of the values of Frequency Containment Reserve and/or Automatic Frequency Restoration Reserve supply of the SE or Consumption SE;
- The relevant SEs and Consumption SEs comply with the scheduling rules (Article 7.3);
- The Reserve Provider provides the energy sharing keys by Site where relevant;

The Reserve Provider defines the scheduling rules for the Frequency Ancillary Services for the SEs and Consumption SEs concerned. The sum of the scheduled reserves for each SE must be consistent with the characteristics of the SE;

- The performance and/or technical constraints of the SEs making up the RPGs must reflect the provision of SSY;
- The Bid Usage Conditions of BEs made up of SEs belonging to RPGs must reflect the provision of ancillary services;
- If a set of Generation Sites or Stationary Storage Sites is part of a BE, they must be grouped under a SE;
- The control is done at the RPG level.

Compliance with the Frequency Containment Reserve and Frequency Restoration Reserve commitments is at the Reserve Providing Group level. In the event of a failure of one of the Scheduling Entities, the entire Reserve Providing Group is affected.

A Reserve Providing Group with this type of aggregation cannot benefit from the provisions described in Article 17.7 relating to experimentation on the evolution of the composition.

This experimentation for the aggregation of Generation Sites or Stationary Storage Sites grouped into SEs with Consumption Sites grouped into Consumption SEs will be take place in two stages:

- From date G, Notified by RTE one (1) month in advance to the Reserve Providers:
    - All Generation Sites on the PDS of the RPG must be grouped into the same SE;
    - All Consumption Sites on the PDS of the RPG must be grouped into the same Consumption SE;
    - All Stationary Storage Sites on the PDS of the RPG must be grouped into the same SE.
- From date G', Notified by RTE one (1) month in advance to the Reserve Providers:
    - All Generation Sites on the PDS of the RPG may be grouped into one or more SEs;
    - All Consumption Sites on the PDS of the RPG may be grouped into one or more Consumption SEs;
    - All Stationary Storage Sites on the PDS of the RPG may be grouped into one or more SEs.

This option is part of an experimental framework which could be maintained or abandoned in the process of revising the Terms and Conditions following feedback. Should RTE abandon the experimentation, Reserve Providers which benefited from these provisions will not be entitled to claim any compensation.

17.6 Experiment with centralised frequency measurement

This experiment consists of allowing the Reserve Provider to control the response of its Reserve Providing Group for Primary Frequency Control from a centralised frequency measurement. Frequency control is said to be centralised when the frequency control of at least one site is not activated from a local frequency measurement.

In the case of the use of a centralised frequency measure for the control of the Reserve Providing Group, this frequency measure must be consolidated. The frequency measurement is considered consolidated when two or more measurements are equal to the nearest resolution.

Centralised management should enable the detection of large-scale, separate networks. Two networks are considered to be separated if the difference between frequency measurements is greater than 100 MHz for 1 second.

The acquisition time of the frequency measurement used for the frequency control (consolidated frequency in the case of central control or local measurement in the case of local control) is less than or equal to 0.2s.

Any site with more than 1MW of primary control capacity shall have a local frequency measurement.

For Reserve Providing Group sites that provide a frequency control proportional to the frequency deviation, the frequency used shall be measured locally.

In the case of sites connected to the PDS, without local frequency measurement, once a volume of more than 1.5 MW of primary control capacity is reached in an administrative region, 3 frequency measurements are required in that region.

This option is part of an experimental framework which could be maintained or abandoned in the process of revising the Terms and Conditions following feedback. Should RTE abandon the experimentation, Reserve Providers who benefited from these provisions will not be entitled to claim any compensation.

17.6.1 Case of Decentralised Reserve Providing Groups

When a Reserve Providing Group is a Decentralised Reserve Providing Group, the use of a centralised frequency measure is permitted under the following conditions:

- The frequency used to ensure frequency regulation must be derived from 3 frequency measurements in France over separate administrative regions;
- If separate networks are detected, only sites with local frequency measurement and performing a power variation proportional to a frequency deviation continue to participate in primary frequency control. The other sites stop regulation unless they can react according to the frequency of their administrative region and the information is reported to RTE;
- The frequency control of the Reserve Providing Group must be reported in real time to RTE at 10-second intervals
- Any Decentralised Reserve Providing Group is by the model without taking into account the control power (under Article 14.2)

17.6.2 Cases of Reserve Providing Groups that are not Decentralised Reserve Providing Groups

If the Reserve Providing Group does not fall under the previous paragraph, the use of a centralised frequency measure is permitted under the following conditions:

- Each site connected to the HV-B network has a local frequency measurement.
- If separate networks are detected, only sites with local frequency measurement and performing a power variation proportional to a frequency deviation continue to participate in primary frequency control. The other sites stop regulation unless they can react according to the frequency of their administrative region and the information is reported to RTE;
- The Reserve Provider must inform RTE how local frequency measures are taken into account for the consolidation of the frequency used for central control and how this is handled in the case of separate networks;
- The Reserve Provider transmits to RTE the frequency control used for the RPG in real-time at 10s intervals.

17.7 Experimentation on the evolution of the composition of a Decentralised Reserve Providing Group

When a Reserve Providing Group is a Decentralised Reserve Providing Group, by way of exception to the above with respect to the withdrawal or addition of a Site from a Reserve Providing Group, the following specific conditions apply:

If there is no change in the control system of the Reserve Providing Group and the type of technical entities controlled, the Reserve Providing Group may add or remove Sites from its Reserve Providing Group, without a further assessment of the Qualification being required by RTE, if the total number of Sites added and/or removed is less than 10% of the initial cumulative number of Sites. RTE will then examine on a case-by-case basis any recertification needs.

RTE may require an examination of the Qualification in accordance with Article 5 for each additional MW of reserve.

In the event of a change in the control arrangements of the Reserve Providing Group, the Reserve Provider shall obtain a new Qualification Certification in accordance with Article 5.

18. MARKET ACTIVITIES IN A STATE OF ELECTRICITY EMERGENCY AND NETWORK RESTORATION

18.1 European regulatory framework

The rules for the suspension and restoration of market activities in emergency state and for the reconstruction of the electricity network described in this Article are part of the regulatory framework defined by Regulation 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration (E&R). The terms described in this Article shall take into account the principles, objectives and requirements described in Articles 35 to 39 of the Network Code on Electricity Emergency and Restoration.

18.2 Suspension of market activities

RTE may temporarily suspend, totally or partially, one or more relevant market activities, in accordance with Article 35, paragraphs 1 and 2, of the Network Code on Electricity Emergency and Restoration:

- The Scheduling system described in Article 3 of Section 1 of the MA-RE Terms and Conditions;
- the Balancing Mechanism described in Article 4 of Section 1 of the MA-RE Terms and Conditions;
- the Balance Responsible Party system described in Section 2 of the Terms and Conditions.

A TSO may temporarily suspend one or more of the above-mentioned market activities in the following cases:

- The Public Transmission System is in a blackout state, in accordance with Article 18 (4) of the SOGL Regulation;
- RTE has exhausted all options provided by the market while in an emergency state and where continuation of market activities would cause deterioration of one or more of the conditions defined in Article 18(3) of the SOGL Regulation; or
- the continuation of market activities would decrease significantly the

  effectiveness of the restoration process to the normal or alert state; or
- tools and communication means necessary for the TSOs to facilitate market

  activities are not available;
- any situation which would make it impossible for RTE to maintain the P=C balance.

18.3 Restoration of market activities

18.3.1 Restoration procedure

RTE, in coordination with the neighbouring TSOs and NEMOs concerned, shall initiate the procedure for restoring suspended market activities when the situation which led to the suspension is finished and no other situation referred to in Article 18.2, applies.

RTE informs the Reserve Provider of when the calculation of Assessment is resumed according to the Frequency Ancillary Terms and Conditions, in accordance with Article 37 paragraph 1 of the network code on electricity emergency and restoration.

18.3.2 Report on the suspension and restoration of market activities

No later than 30 Business Days after the restoration of market activities, in collaboration with other relevant TSOs if applicable, RTE:

- prepares a report containing a detailed explanation of the reasons, implementation and impact of the suspension of market activities and a reference to compliance with the rules for the suspension and recovery of market activities;
- submits it to the competent regulatory authority in accordance with Article 37 of Directive 2009/72/EC of 13 July 2009 concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC (hereinafter referred to as "Directive 2009/72");
- makes it available to the Balance Responsible Parties, balancing service providers, rank 1 DSOs, NEMOs and TSOs concerned, pursuant to Article 38 (paragraph 2) of the Network Code on Electricity Emergency and Restoration.

18.4 Communication procedure

The communication procedure provides that RTE shall inform the following Parties:

- the CRE
- the Balance Responsible Parties
- the Scheduling Agents
- the Reserve Providers
- the Balancing Service Providers
- the Demand Response Aggregators
- the NEMOS
- Rank 1 DSOs

The communication procedure includes at least the following steps:

- the information from RTE of the suspension of market activities;
- the information from RTE that the transmission system is restored to the normal or alert state;
- the information from RTE giving the best estimate of the date and time of the restoration of market activities;
- the confirmation of the restoration of market activities.

All information and updates made by RTE are issued by email and published on the RTE Website. The contact information of the Parties to which this information is to be addressed shall be specified in the Participation Agreement or any other contact information Notified by one Party to the other Party. The contact information of the DSO concerned is specified in Annex 9 the MA-RE Terms and Conditions

18.5 Financial settlement in case of suspension of market activities

The terms of financial settlement between stakeholders for the period of suspension of market activities are established according to the following procedure:

- RTE draws up a draft financial settlement between the stakeholders for the suspension period in accordance with the principles mentioned below;
- For the purpose of preparing the draft financial settlement, RTE involves all stakeholders throughout the development of the proposal;
- RTE submits the new project to the CRE;
- the CRE approves the financial settlement between stakeholders for the period of suspension of market activities;

The rules on settlement in the event of suspension of market activities guarantee the following principles:

- financial neutrality of RTE;
- non- financial penalty of the Parties for carrying out the actions requested by RTE during the period of suspension of market activities.

19. ANNEXES

Annexe 1. FREQUENCY ANCILLARY SERVICES TERMS AND CONDITIONS PARTICIPATION AGREEMENT

No. Participant

BETWEEN

_____ [full name], company _____ [legal form], with share capital of ____ euros, with its head office located at _____ [full address], registered on the Trade and Companies Register of ____ [town] under number ____ [SIRET No.], and with Intra-community VAT ID number: _____, represented by Ms/Mr _____ [enter the name and position of the signatory], duly authorised for this purpose,

hereinafter referred to as the "Participant"

OF THE FIRST PART,

AND

RTE electricity transmission network, public limited company with a board of directors and a supervisory board with a capital of 2 132 285 690 euros, registered with the Register of Commerce and Companies of Nanterre under no. 444 619 258, with head office at Immeuble WINDOW - 7C, Place du Dôme 92073 Paris la Défense CEDEX, represented by [……..], as [.....], duly authorised for this purpose, with an address in [……], hereinafter referred to as "RTE"

OF THE SECOND PART,

or by default, hereinafter referred to individually as a "Party", or jointly as the "Parties",

the following has been decided and agreed upon:

Foreword

The Participant wishes to or must adhere to the Frequency Ancillary Services Terms and Conditions. For this purpose, the Parties have decided and agreed upon the following:

Definitions

All words or phrases used in this Participation Agreement and which begin with upper case letters have the meanings attributed to them in Article 2.

Subject:

Article 3.2.2 specifies the different types of participation possible. The Participant participates (only one possible choice):

- ❑ In frequency control;
- ❑ As a Supplier

The Participant declares that it is fully aware of the Frequency Ancillary Services Terms and Conditions, which may be freely consulted on the RTE website: http://www.rte-france.com.

It declares that it accepts these Terms and Conditions, and undertakes to comply with all of their provisions.

The Participant acknowledges having read and understood the specific provisions of the RTE Reference Technical Documentation the Terms and Conditions refer to.

Contractual documents binding the parties

The contractual documents binding the Parties are as follows:

- This Participation Agreement and the contractual documents listed below.

Contractual documents to provide in all cases:

- Frequency Ancillary Services Terms and Conditions
- IS Terms and Conditions
- The information specifying the contacts (Annexe 3)

Document to provide for connection and for the use of RTE telecontrol IS:

- Certification of compliance with the security requirements imposed on RTE customers for connection and use of the telecontrol system

Contract documents to provide for participation in frequency control:

- The Reserve Perimeter (Annexe 4)
- The filled in customer questionnaire (Annexe 14) together with the information requested in accordance with Article 3.2

Contractual document to provide in the event of the provision of one or several Bank Guarantees:

- First demand bank guarantee model (Annexe 7)

Contractual document to provide for direct debit payment:

- Direct debit authorisation (Annexe 2)

Delegation of authority to sign for the other Annexes:

The signatories of this Participation Agreement delegate their authority to sign to the persons designated below for all Annexes apart from the Participation Agreement:

For the Participant: _____

For RTE: _____

Declaring generation schedules for calculations of Reserve Obligations

This Article applies only to Reserve Providers with Reserve Providing Groups consisting of at least one Generation Site or Generation Unit associated with one or more Synchronous Generation Units with Certified Constructive Capacity qualified for symmetric participation in their Reserve Perimeter.

For the transmission of generation schedules concerning the calculation of indicative Reserve Obligations in accordance with Article 6.5.3.2, the Participant chooses to transmit (only one possible choice):

- ❑ A Time Series per generation it expects to achieve from the relevant Reserve Providing Groups Qualified to participate symmetrically to each Frequency Control (this is the only option which allows the Reserve Provider to declare its temporary incapacities); or
- ❑ Its total generation Time Series

The following option is reserved for eligible Participants for the temporary incapacity clauses, in accordance with Article 6.5.2.

- ❑ The Participant is eligible for the temporary incapacity clauses and opts for the transmission to RTE at 16:30 on D-1 of two generation Time Series it expects to achieve from the Reserve Providing Groups Qualified for each Reserve Type, in which the Participant may take into account the temporary incapacities.

Terms of payment

The Participant opts for (only one possible choice):

- ❑ Direct debit. It sends RTE a duly completed and signed direct debit authorisation, in accordance with the model in Annexe 2; or
- ❑ Payment by bank transfer.

Billing addresses

The billing address of RTE is:

RTE *Agence Comptable IDF* *Traitement LADSERVICES* *91982 EVRY CEDEX 9*

The billing address of the Participant is:

Each Party shall Notify the other Party of any change of billing address. This change takes effect on the 1st of the Month following the Notification.

Bank details

Bank details of Participant:

Bank details of RTE:

Collection account:	
Bank Code	30003
Agency Code	04170
Account	00020122549
Key	73

Entry into force, duration and termination of the Participation Agreement

This Participation Agreement is effective as of / / .

This agreement is signed for an indeterminate period.

It may only be terminated under the conditions laid down in the Frequency Ancillary Services Terms and Conditions.

Drawn up in two original copies,

For RTE:

In……..,

On ____/____/____

Name and position of representative:

Signature:

For the Participant:

In……..,

On ____/____/____

Name and position of representative:

Signature:

Annexe 2. SEPA DIRECT DEBIT MANDATE

The "SEPA Direct Debit Mandate" is the official document which replaces the direct debit authorisation across Europe.

By signing this mandate, you authorise:

- RTE to send instructions to your bank to debit your account; and
- your bank to debit your account in accordance with RTE's instructions.

The following must be included with the mandate: bank account details statement (RIB), postal identity statement (RIP) or savings bank account details (RICE). No payments from savings accounts are permitted.

ICS (Identifiant créancier SEPA) :	NOM et ADRESSE DU CREANCIER
FR33ZZZ503913	RTE Réseau de transport d'électricité TOUR INITIALE TSA 41000 1 TER BELLINI 92919 PARIS LA DEFENSE

NOM et ADRESSE DU PAYEUR

Raison sociale : .....

Adresse : .....

Code postal : ..... Ville : ..... Pays : .....

Coordonnées bancaires du compte à débiter :

IBAN (International Bank Account Number) : ☐☐☐☐ ☐☐☐☐ ☐☐☐☐ ☐☐☐☐ ☐☐☐☐ ☐☐☐☐ ☐☐☐☐

BIC (Bank Identifier Code) : ☐☐☐☐☐☐☐☐☐☐☐

NOM et ADRESSE de facturation (si différent de l'autre ci-dessus)

Raison sociale : .....

Adresse : .....

Code postal : ..... Ville : ..... Pays : .....

Référence unique du mandat (réservé aux services RTE) :	Type de paiement
	Récurrent

We remind you that you have the right to be reimbursed by your bank in accordance with the conditions described in the agreement you signed with it. The reimbursement application must be presented within 8 weeks following the date of debit on your account for an authorised debit.

Your rights regarding this SEPA Direct Debit Mandate are explained in a document that you can obtain from your bank. For further information, go to www.rte-france.com.

Your unique reference number of the mandate will be sent to you by mail before the first debit.

Signed in …… On …… / …… / 20……

Signature

Annexe 3. **CORRESPONDENTS**

Any Notification from one Party to another under the Frequency Ancillary Services Terms and Conditions will be addressed to the contacts designated below:

For the Participant

Contact:

Address:

Phone:

Fax:

Email:

For RTE:

Contact:

Address:

Phone:

Fax:

Email:

TECHNICAL CONTACTS FOR THE PARTICIPANT:
Contact for sending data, dispute and invoice:

Contacts	
Postal address for data	
Phone	
Fax	
Email	

Contact for managing the frequency perimeter or Managing the Reserve providing Unit:

Contacts	
Postal address for data	
Phone	
Fax	
Email	

Operational contact (nominal mode and backup mode):

Contacts	
Address	
Phone	
Fax	
Email	

Contact for verifying frequency performances:

Contacts	
Postal address for data	
Phone	
Fax	
Email	

Contact for contracting through call for tenders:

Contacts	
Address	
Phone	
Fax	

Email	

TECHNICAL CONTACTS FOR RTE:

Contact for receipt of the data, disputes and invoicing:

Contacts	
Postal address for disputes	
Phone	
Fax	
Email	

Contact for managing the frequency perimeter:

Contacts	
Postal address for data	
Phone	
Fax	
Email	

Operational contact:

Contacts	
Address	
Phone	
Fax	
Email	

Contact for verifying frequency performances:

Contacts	

Postal address for data	
Phone	
Fax	
Email	

Contact for contracting through call for tenders:

Contacts	
Address	
Phone	
Fax	
Email	

Drawn up in two original copies,

For RTE:	For the Participant:
In…….,	In…….,
On ____/____/____	On ____/____/____
Name and position of representative:	Name and position of representative:
Signature:	Signature:

Annexe 4. **LIST OF RESERVE PROVIDING GROUPS PARTICIPATING IN PRIMARY FREQUENCY CONTROL AND SECONDARY FREQUENCY CONTROL**

Name and metering code of main Generation Unit or Consumption Site or Stationary Storage Site	Name of RPG	SE/Consumption SE making up the RPG (in case of aggregate) and their composition in Generation Units/sites and the DSO	Type of RPG: generation or consumption	Qualified for Primary Frequency Control (1) H / B / D / N	Qualified for Secondary Frequency Control (1) H / B/ D / N	Servo-controlled regulator (power: P, at the start: O, dynamic Gain: D)	Primary Frequency Control Gain (MW/Hz) (positive) (2)	Gain of the variable RPG for the calculation of control power (yes/no) (4)	Dynamic gain (if yes no value)	Certified Constructive Capacities: FCRmax (one upward value and one downward value) (6)	Certified Constructive Capacities: aFRRmax (one upward value and one downward value) (6)	Certified Market Capacity : FCRmax (one upward value and one downward value) (6)	Certified Market Capacity: aFRRmax (one upward value and one downward value) (6)	If suitable for aFRR: FAT certified minimum, default ramp (300s or 400s) Upward and Downward	Max reserve (one upward value and one downward value) (6)	Transient-voltage-suppression diode (5)	Insensitivity range of the controller	Max duration of Primary Frequency Control alone by providing FCRmax (nil or duration)	Max duration of Secondary Frequency Control alone by providing aFRRmax (nil or duration)	Max duration of simultaneous frequency control by providing FCRmax + aFRRmax (nil or duration)	Exemptions (3)	SE/Consumption SE with SSY scheduling for the RPG

(1) S for symmetric only, H for upward only, B for downward only, and D for both upward and downward participation with different values, and N for non participation in this type of frequency control

(2) Generation Units for which regulation is based on servo-control at the start. The value given corresponds to the average Gain. The minimum Gain used to calculate the deviation of criterion F3 must be specified in the exemption column. In the case of Asymmetric participation, the 2 gains must be entered. It is possible to have an upward gain which is different from the downward, in this case write both values starting with the Upward.

(3) In particular, this column must specify the Generation Unit family in terms of the dynamic response of the Secondary Frequency Control (for Generation Units Qualified for this frequency control) If T_{eq}> 60s (family 1): family 2 if T_{eq}≤ 100S; family 3 for Reserve Providing Groups equipped with backfeeding protection or to isolated power networks and whose dynamic performances are degraded by these frequency control operations, in accordance with Article 14.2.3.2. Do not enter info in the case of dynamic Gain. This column must include active power constraints if derating occurs.

(5) Specify where appropriate the type and /or frequency control and/or the field of operation.

(6) Fill in both for the RPG and for the Consumption Sites and Generation Units.

Drawn up in two original copies,

For RTE:	For the Participant:
In…….,	In…….,
On ____/____/____	On ____/____/____
Name and position of representative:	Name and position of representative:
Signature:	Signature:

Annexe 5. MODEL CONNECTION AGREEMENT BETWEEN A BALANCE RESPONSIBLE PARTY AND THE RESERVE PROVIDER IN VIEW OF PARTICIPATING IN FREQUENCY ANCILLARY SERVICES FOR ONE OR MORE GENERATION UNIT(S) OR GENERATION SITES OR STATIONARY STORAGE SITES

BETWEEN

XXXXX [full name], company [legal form], with share capital of [amount of capital, with its head office located at _____ [full address], registered on the Trade and Companies Register of ____ [town] under number ____ [SIRET No.],

As a Balance Responsible Party, holder of a Participation Agreement [number of the Agreement] signed with RTE on[date],
represented by [Mrs/Mr] [name and position of the signatory], duly authorised for this purpose,

OF THE FIRST PART,

AND

YYYYY [full name], company [legal form], with share capital of [amount of capital, with its head office located at _____ [full address], registered on the Trade and Companies Register of ____ [town] under number ____ [SIRET No.],

As a Reserve Provider, holder of a Participation Agreement [number of the Agreement] signed with RTE on[date],
represented by [Mrs/Mr] [name and position of the signatory], duly authorised for this purpose,

OF THE SECOND PART,

or by default, hereinafter referred to individually as a "Party", or jointly as the "Parties",

the following has been decided and agreed upon:

All words or phrases used in this Agreement and which begin with upper case letters have the meanings attributed to them in Article 2 of the Terms and Conditions.
The Generation Units or Sites [list of Generation Units or Sites] connected to the network(s) of the GR ZZZZZ, connected to the Balance Perimeter of XXXXX, is/are included in the Reserve Perimeter of YYYYY as Generation Units or Sites making up the generation type RPG [name of RPG], and this from [date].

The control power activated in accordance with Article 0 of the Terms and Conditions from the Generation Units or Sites listed is taken into account in the calculation of the Imbalance in the Balance Perimeter of XXXXX, in accordance with Section 2 of the MA-RE Terms and Conditions. This taking into account is effective as of the signature date of this Agreement and concerns the RPG [name of RPG].
This Agreement is signed and valid for an indefinite period of time.

The Parties may at any time terminate this Agreement, subject to a notice period of 2 months. The termination is Notified by the requesting Party to the other Party, to RTE and to the DSO(s) to which the Generation Units or Site(s) are connected. The termination shall take effect at the expiry of the 2 month period from the date of Notification.

Drawn up in two original copies,

in _____ , on ____/___ /_____ .

For XXXXX:	For YYYYY:
Name and position of representative:	Name and position of representative:
Signature:	Signature:

Annexe 6. STATEMENT FROM THE ELECTRICITY SUPPLIER OF THE CONSUMPTION SITES IN CART, CARD AND METERING DATA SERVICE CONTRACT WITH THE SYSTEM OPERATOR

[full name], company [legal form], with share capital of [amount of share capital] euros, with its head office located at [full address], registered on the Trade and Companies Register of [name of town] under number [SIRET No.], with Intra-community VAT ID number [intra-community VAT no.], represented by [Ms./Mr.] [name and position of the signatory], duly authorised for this purpose,

hereinafter referred to as "the Consumption Site",

has decided and agreed on the following:

Definitions

All words or phrases used in this declaration and which begin with upper case letters have the meanings attributed to them in Article 2 of Section 1 of the Terms and Conditions.

Subject:

In accordance with Article 4.2.4.1.2, any DSO may require a Consumption Site with a CARD or Metering Data Service Contract, connected to its Network and participating in Frequency Ancillary Services to give the name of its Electricity Supplier.

The Consumption Site [name, address and metering code], for which [full name] is the holder:

[select the appropriate]

- ☐ of a CARD No. [CARD No.] with the DSO on [date] with power supplied by Electricity Supplier [full name].
- ☐ a Metering Data Service Contract No. [Metering Data Service Contract No.] with the DSO on [date] with power supplied by Electricity Supplier [Full Name].

Period of validity

This Electricity Supplier declaration is signed for an indeterminate period.

It may be terminated at any time by the Consumption Site, following the conditions laid down in Article 4.2.4.1.2.

Drawn up in two original copies,

in _____ , on ____/___ /_____ .

For the Consumption Site:

Name and position of representative: Signature:

Annexe 7. FIRST DEMAND BANK GUARANTEE MODEL

[_____][7] a company [_____][8], with headquarters located [_____], represented by [_____][9] (the "Guarantor") hereby undertakes, irrevocably and unconditionally, on behalf and for account of [_____][10], company [_____][11] (registration number [_____]) (the "Originator") to pay RTE Electricity transmission network, limited liability company with a board of directors and a supervisory board with a share capital in the amount of 2.132.285.690 euros, registered with the trade and companies register of Nanterre under number 444 619 258, with headquarters located at Immeuble WINDOW - 7C, Place du Dôme 92073 La Défense, (the "Beneficiary"), independently of the validity and legal effects of the contract or Participation Agreement as [_____][12] n° [_____][13] signed by the Originator (the "Agreement"), on first request, in accordance with the terms and conditions below and without raising exceptions or objections, resulting from the Agreement, any amount up to a maximum limit of: [_____][14] euros, interest, expenses and incidentals included (the "Guaranteed Amount").

This first demand bank guarantee falls within the meaning of article 2321 of the French Civil Code.

Modification or removal of factual or legal relations or links that may exist as of this day between the Guarantor and the Originator, shall not discharge us from the present guarantee.

All of the provisions of this present agreement will retain their full effect regardless of changes in the financial and legal status of the Originator.

This first demand bank guarantee may be called upon from ../../20 up to /..../ 20.... included (the "Maturity Date").

The payment request must reach us by registered mail with return receipt requested (the "Bank Guarantee Request Letter") no later than the maturity date. Any Bank Guarantee requested before the Maturity Date shall be paid by the Guarantor in accordance with the provisions of the "Bank Guarantee Request Letter").

If a request is not made by the Maturity Date, the present first demand Bank Guarantee shall cease to be valid on the Maturity Date.

---

7 Company name of the banking establishment or insurance company issuing the Bank Guarantee

8 Law applicable within the territory of the Guarantor's headquarters.

9 Name of the authorized representative of the Guarantor

10 Company name of the Participant

11 Law applicable on the territory of the Originator's headquarters.

12 As Participant (Demand Response Operator, Balancing Service Provider, Reserve Provider, Supplier or Balance Responsible Party)

13 Number and effective date of the Participation Agreement

14 First demand Bank Guarantee amount

The Guarantor undertakes by the present to carry out the payment of the Guaranteed Amount within ten (10) working days following receipt of the Bank Guarantee Request Letter. The Guarantor shall make this payment in accordance with the instructions contained in the Bank Guarantee Request Letter.

The reasonable and duly justified costs relating to this Guarantee, including the fees, interest, taxes and expenses of any nature incurred from the implementation of the Guarantee will be borne by the Originator or Guarantor.

The present guarantee is governed by French law. The *Tribunal de Commerce de Paris* (commercial court) has jurisdiction for the interpretation and execution of the present guarantee.

Signed in ……., on ../../201..

Signature of Guarantor,

[specify company name, represented by (name, professional title)]

Send to the following address: Service Commercial Saint-Denis, 22 boulevard Finot, 93200 Saint-Denis

Annexe 8. MODEL LETTER OF INVOCATION OF A FIRST DEMAND BANK GUARANTEE BANK GUARANTEE

Registered mail with return receipt

[_____][15]

[_____][16]

On [_____][17]

Subject: Your first demand Bank Guarantee

Dear Sir or Madam,

We refer to the Bank Guarantee that your banking establishment has issued in our favour on [_____][18] (the "Guarantee").

All terms beginning with a capital letter have the meanings attributed to them within the terms of the Guarantee.

In accordance with your commitment as Guarantor, we request that you pay us, on our account no. [_____][19] open in the [_____][20]books, the sum of [_____][21] euros.

We remind you that under the terms of the Bank Guarantee issued on [_____][22], this payment must reach us within ten (10) Working Days following receipt of this Bank Guarantee Request Letter.

In addition, we inform you that to this Day, the Originator [_____][23] has not respected the terms of its Frequency Ancillary Services Terms and Conditions Participation Agreement no. [_____][24].

[_____][25]
[_____][26]

---

[15] Business name of the banking establishment that issued the first demand Bank Guarantee.
[16] Address of the banking establishment having issued the first demand Bank Guarantee.
[17] Date the Letter Invoking the Bank Guarantee was sent.
[18] Date of issuance of first demand Bank Guarantee .
[19] Enter the bank account number of RTE.
[20] Enter the name and address of the bank with which the above account is held
[21] Amount called on
[22] Date of issuance of first demand Bank Guarantee.
[23] Company name of the participant
[24] Reference of the participation agreement
[25] Full name and title of signatory
[26] Signature

Annexe 9. POSSESSORY PLEDGE CONTRACT

BETWEEN

[full name], company **[legal form]**, with share capital of **[amount of share capital]** euros, with its head office located at **[full address]**, registered on the Trade and Companies Register of **[name of town]** under number **[SIRET No.]**, with Intra-community VAT ID number **[intra-community VAT no.]**, represented by **[Ms/Mr]** **[name and position of the signatory]**, duly authorised for this purpose,

hereinafter referred to as the "**Reserve Provider**"

OF THE FIRST PART,

AND

RTE electricity transmission network, public limited company with a board of directors and a supervisory board with a capital of 2 132 285 690 euros, registered with the Register of Commerce and Companies of Nanterre under no. 444 619 258, with head office located at Immeuble WINDOW - 7C, Place du Dôme 92073 Paris la Défense CEDEX, represented by [**Ms./Mr.**] **[full name]**, Marketing Director, duly authorised for this purpose,

hereinafter referred to as "**RTE**"

OF THE SECOND PART,

or by default, hereinafter referred to individually as a "Party", or jointly as the "Parties",

the following has been decided and agreed upon:

Constitution of cash collateral

The aim of this Contract is to organise the constitution and procedure for the cash deposit the Reserve Provider gives RTE in the context of providing Frequency Ancillary Services Terms and Conditions, and which constitutes cash collateral subject to articles 2333 and onwards of the French Civil Code applicable to the pledge of tangible personal property.

The Responsible of the Reserve remits RTE the sum of **YYYY € [write the amount in words and in figures]**, to guarantee payment of the sums due by the Reserve Provider and corresponding to its outstanding amounts under the Frequency Ancillary Services Terms and Conditions in accordance with Article 15.4.2.

In application of Article 2341 paragraph 1 of the French Civil Code, the Reserve Provider deposits the sum, by transfer, on the following bank account, opened specifically by RTE to collect any sum deposited as cash collateral. The Reserve Provider must notify RTE by email of the execution date of the bank transfer.

Bank details of the cash deposits account of RTE Electricity Transmission System:

BNP Paribas

Centre d'Affaires Paris Agence Centrale Entreprises

1 Boulevard Haussmann

75009 Paris France

BIC-Swift code: *BNPAFRPPXXX*

Collection account: 00012288889	
IBAN	FR *76 3000 4008 2800 0122 8888 976*
Payment account: 00012288889	
IBAN	FR *76 3000 4008 2800 0122 8888 976*

The title of the bank transfer corresponding to the payment of the cash deposit on the collection account of RTE, as defined above, must follow the following format: A sequence of twelve (12) characters in the form RP_YYMM_XXXX with YYMM corresponding to the month and the year of signature of the Participation Agreement and XXXX corresponding to 4 characters identifying the Reserve Provider.

Posting cash collateral

At any time during the validity of this Contract, and after RTE has sent official notice to pay the sums due under Article 16 of the Terms and Conditions, the sum corresponding to the amount of debt not yet paid by the Reserve Provider is automatically transferred into the account of RTE, which then has ownership.

The sums invoked by RTE are deducted from the amount of the present Contract. This cash collateral Contract is executed up until its end date.

Return of cash collateral

On expiry of this Contract, the sum pledged as collateral or, if the pledge is posted, the remaining sum, is returned to the Reserve Provider no later than the tenth Business Day of Month M following the date of expiry of this cash collateral Contract, to the collection account of the Reserve Provider defined in Annexe 1 the Frequency Ancillary Services Terms and Conditions.

Entry into force and duration of the Contract

This cash collateral Contract enters into force from the date of receipt of the amount of cash collateral on the bank account of RTE and this, for a period of ninety (90) calendar days.

Drawn up in two original copies, on …/…/201….

For RTE:	For the Reserve Provider
Name and position of representative:	Name and position of representative:
in……..	in……
Commercial Director	……..
On …/…/201..	On …/…/201..
Signature:	Signature:

Annexe 10. JOINT DECLARATION OF THE RESERVE PROVIDER AND THE ELECTRICITY SUPPLIER FOR CONSUMPTION SITES USING THE CONTRACTUAL MODEL

BETWEEN

XXXX [full name], company [legal form], with share capital of [amount of share capital] euros, with its head office located at [full address], registered on the Trade and Companies Register of [name of town] under number [SIRET No.], with Intra-community VAT ID number [intra-community VAT no.],

as the Electricity Supplier and authorized to purchase electricity for resale within the meaning of Decree 2004-388 dated April 30, 2004

represented by [Mrs/Mr] [name and position of the signatory], duly authorised for this purpose,

OF THE FIRST PART

AND

YYYY [full name], company [legal form], with share capital of ____ euros, with its head office located at _____ [full address], registered on the Trade and Companies Register of ____ [town] under number ____ [SIRET No.],

as the Reserve Provider, holder of a Participation Agreement signed with the RTE on [date],

represented by Ms./Mr. _____, duly authorised for this purpose,

OF THE SECOND PART,

or by default, hereinafter referred to individually as a "Party", or jointly as the "Parties",

the following has been decided and agreed upon:

All words or phrases used in this declaration which begin with upper case letters are defined in Article 2 of the Terms and Conditions.

XXXX and YYYY have agreed to apply the contractual model as defined in Article 13.3.2.2.3 of the Terms and Conditions for Consumption Sites connected to a consumption type RPG and listed below:

- _____
- _____

The reference used above is:

- the delivery point number for Consumption Sites in the field of low voltage up to 36 kVA included, or
- the reference metering point number or delivery point number for Consumption Sites above 36 kVA, or
- the Distribution System Access Contract or CARD when the Consumption Site has a contract entered into directly with the Distribution System Operator;

This declaration is signed for an indeterminate period.

- Subject to a 2-month notice, either Party or the Parties jointly shall Notify RTE of: any changes to the terms of this statement. The update will be taken into account on the first day of the month M+3 if a new signed declaration is transmitted before the end of month M.
- the arrival of the term or the termination, for any reason whatsoever, of the agreement binding them for the application of the contractual model subject to this declaration.

If the Notification is addressed by one Party, it is addressed to the other Party.

In any case, the Notification shall be addressed to the System Operators to which the Consumption Sites are connected.

Drawn up in two original copies,

in _____, on ____/____/____

For XXXXX:	**For YYYYY:**
Name and position of representative:	Name and position of representative:
Signature:	Signature:

Annexe 11. AGREEMENT FOR THE EXCHANGE OF CONTACT INFORMATION BETWEEN A DISTRIBUTION SYSTEM OPERATOR AND RTE

BETWEEN

[full name], company [legal form], with share capital of [amount of share capital] euros, with its head office located at [full address], registered on the Trade and Companies Register of [name of town] under number [SIRET No.], with Intra-community VAT ID number [intra-community VAT no.], represented by [Ms./Mr.] [name and position of the signatory], duly authorised for this purpose,

hereinafter referred to as the “Distribution System Operator”

OF THE FIRST PART,

AND

RTE electricity transmission network, public limited company with a board of directors and a supervisory board with a capital of 2 132 285 690 euros, registered with the Register of Commerce and Companies of Nanterre under no. 444 619 258, with head office located at Immeuble WINDOW - 7C, Place du Dôme 92073 Paris la Défense CEDEX, represented by Ms./Mr. [name and position of the signatory],

Hereinafter referred to as "RTE"

OF THE SECOND PART,

or by default, hereinafter referred to individually as a "Party", or jointly as the "Parties",

the following has been decided and agreed upon:

Definitions

All words or phrases used in this agreement and which begin with upper case letters have the meanings attributed to them in Article 2 of the Terms and Conditions.

Subject:

In accordance with the Terms and Conditions, the Distribution System Operators and RTE are obliged to transmit various information or data.

The purpose of this agreement is to transmit contact details between the Distribution System Operator and RTE, required for sharing such information or data.

Correspondence

Any Notification from one Party to another under the Terms and Conditions will be addressed to the contacts designated below:

<u>For the Distribution System Operator</u>

Contact: [name and position of the contact]

Address: [full address]

Phone: [phone no.]

Fax: [fax no.]

Email: [email address]

For RTE:

Contact: [name and position of the contact]

Address: [full address]

Phone: [phone no.]

Fax: [fax no.]

Email: [email address]

Information exchange

The procedure for exchanging information between the Distribution System Operators and RTE are described in the IS Terms and Conditions.

Period of validity

This agreement is signed for an indeterminate period.

It can only be terminated under the conditions laid down in the Terms and Conditions.

Drawn up in two original copies,

For the Distribution System Operator:	**For RTE:**
Signed in _____ ,	Signed in _____ ,
on ____/___/____	on ____/___/____
Name and position of representative:	Name and position of representative:
Signature:	Signature:

Annexe 12. AUTOMATIC INVOICING MANDATE TO RTE

BETWEEN

XXXX [full name], company [legal form], with share capital of [amount of share capital] Euros, with its head office located at [full address], registered on the Trade and Companies Register of [name of town] under number [SIRET No.] with Intra-community VAT ID number [intra-community VAT no.] and the EIC code is [EIC] represented by [Ms/Mr] [name and function of signatory], duly authorised for this purpose,

Hereinafter referred to as the "counterparty"

OF THE FIRST PART,

AND

RTE electricity transmission network, public limited company with a board of directors and a supervisory board with a capital of 2 132 285 690 euros, registered with the Register of Commerce and Companies of Nanterre under no. 444 619 258, with head office located at Immeuble WINDOW - 7C, Place du Dôme 92073 Paris la Défense CEDEX, represented by [name and position of the signatory],

hereinafter referred to as "RTE"

OF THE SECOND PART,

or by default, hereinafter referred to individually as a "Party", or jointly as the "Parties",

the following has been decided and agreed upon:

Definitions

All words or phrases used in this Annex and which begin with upper case letters have the meanings attributed to them in Article 2 of the Terms and Conditions.

Subject:

The counterparty gives RTE, who accepts, the express mandate, free of charge, to issue and manage, on behalf of the Electricity Supplier, any payment invoices provided for in Article 15.5.4 of the Terms and Conditions.

RTE's commitment

RTE makes a commitment to the counterparty that it will invoice the financial flows associated with the Consumption Sites under the conditions laid down in Article 15.5.4 of the Terms and Conditions.

RTE undertakes to do everything it can to ensure that invoices are raised in accordance with the legislative and regulatory standards in force, in particular those relating to the compulsory wording to be used on the invoices. RTE will therefore make any changes or modifications required as a result of changes to these standards.

Lastly, RTE will send the counterparty a status report summarising the amounts invoiced in accordance with Article 15.5.4 of the Terms and Conditions.

Invoicing conditions

Invoicing will be done by RTE in accordance with Article 15.5.4 of the Rules.

Liability

The counterparty shall remain expressly responsible for its legal obligations with regard to invoicing, in particular provision of information relating to its identification. To this end the counterparty undertakes to notify RTE of any changes to this information by way of an update to this mandate.

Period of validity

This agreement is signed for an indeterminate period.

Mandate read and approved,	**Mandate accepted,**
For the counterparty:	**For RTE:**
Signed in _____ ,	Signed in _____ ,
On ____/____/____	On ____/____/____
Name and position of representative:	Name and position of representative:
Signature:	Signature:

Annexe 13. MODELS OF FILES CONCERNING FAILURES AND UNAVAILABILITY FOR LONGER THAN 60 DAYS

FILE RELATING TO MONITORING A FAILURE	
TITLE: 2 POSSIBLE CHOICES: NOTIFICATION BY RTE OF A FAILURE OR RECEIPT CONFIRMATION BY RTE OF A FAILURE	
URSE:	
FILE No.: 10	Scheduling Agent or Reserve Provider:
Index: 3	Group code or RPG code: ABCDET 1
	SA RP file number:
Date of declaration: Date of Notification:	
File opened on:	File generated on:

<u>Description of the performance deviation or failure</u>:

Frequency control concerned: *Choice between RPF, RPFH, RPFB, RSFP, RSFPH, RSFPB, RegUQ, RST/RSPF, CS*

What the deviation concerns: *choice between U1, U4, U5, U6, F2, F3, F4, F5, F6, fault TM*

Supply limitation at Delivery Point in-MVAR:

Absorption limitation at Delivery Point in-MVAR:

Start date of deviation: *12/04/05* Share of frequency control unavailable 1 in %:

Date of amendment 1: *23/08/05* Share of frequency control unavailable 2 in %:

Date of amendment 2: *15/09/2005* Share of frequency control unavailable 3 in %:

Description of the deviation: technical aspect and contractual aspect

Limitation to 110-MVar for 300 expected-MVar

From 23/08/05 limitation to 150-MVar for 300 expected-MVar

From 15/09/2005 limitation to 250-MVar for 300 expected-MVar

Start of the observation period:

End of the observation period:

Impact on remuneration: yes/no

Writer: Position: Date:

APPROVAL BY THE SCHEDULING AGENT OR RESERVE PROVIDER

(default approval if no reply within one month of the date of the Notification)

Approval: *yes/no*

Grounds for refusal:

RTE responsible party: Position: Date:

DEVIATION RESOLUTION PROPOSAL BY THE SCHEDULING AGENT OR RESERVE PROVIDER

Forecast Compliance Date:

(90 Days by default if no reply from the Scheduling Agent or Reserve Provider within one month of the date of the Notification)

The Compliance requires halting operations of the group: *yes/no*

Comments:

SA or RP: Position: Date:

APPROVAL OF THE PROPOSAL BY RTE

Default approval if no reply within one month of the date of the Notification of the Forecast Compliance Date

Approval: *yes/no*

Grounds for refusal:

RTE responsible party: Position: Date:

FORECAST COMPLIANCE DATE CHANGED BY THE SCHEDULING AGENT OR RESERVE PROVIDER (TECHNICAL NECESSITY)

Sent by the Scheduling Agent or Reserve Provider at the latest 15 Days before the date initially set

Modified Forecast Compliance Date:

The Compliance requires halting operations of the group: *yes/no*

Justification:

SA or RP: Position: Date:

CHANGING THE FORECAST COMPLIANCE DATE FOLLOWING POSTPONEMENT OF A TRIAL BY RTE

Forecast Compliance Date after postponement:

Comments:

Deferred test:

SA or RP or RTE depending on the case: Position: Date:

COMPLIANCE

Contractual Compliance Date (1):

Comments:

Responsible party (2): Position: Date:

(1): Actual date of Compliance with the exception of two specific cases. First case: the forecast date is postponed due to postponement of the test at RTE's request and the group is brought to Compliance on the forecast date after the postponement: the contractual date of Compliance is the forecast date (before the postponement). Second case: the SA or RP requests the removal of the group on application of the serious incident clause: the contractual date of Compliance is the date of removal of the group from the Annexes to the Terms and Conditions.

(2) SA, RP or RTE depending on the case

CLOSURE OF FILE BY RTE

RTE responsible party: Position: Date:

ALERT FILE

(ABNORMAL PERFORMANCE IN TERMS OF FREQUENCY ANCILLARY SERVICES)

URSE:	
FILE No.: 10	Scheduling Agent or Reserve Provider Group code or RPG code: ABCDET 1
Index: 3	
Date of the alert:	
File opened on:	File generated on:

DESCRIPTION OF THE PERFORMANCE DEVIATION OR FAILURE

Frequency control concerned: *Choice between RPF, RPFH, RPFB, RSFP, RSFPH, RSFPB, RegUQ, RST/RSPF, CS, telemetry*

What is the deviation related to: *Choice between U1,U4,U5,U6,F2,F3,F4,F5,F6*

U1/U4 limitation in supply: *yes/no*

U1/U4 limitation in absorption: *yes/no*

Start date of deviation: *12/04/2005*

Description of the deviation:

Limitation to 290-MVar for 300 expected-MVar

Start of the observation period:

End of the observation period:

This deviation has no impact on the remuneration

Writer:	Position:	Date:

FOLLOW-UP FROM OPERATOR		
Potential Compliance Date:		
The compliance requires halting operations of the group:		
Comments:		
Responsible RP or RR:	Position:	Date:
CLOSURE OF FILE BY RTE		
RTE responsible party:	Position:	Date:

Writer:	Position:	Date:
SCHEDULING AGENT REMARKS		
SA or RP:	Position:	Date:
CLOSURE OF FILE BY RTE		
RTE responsible party:	Position:	Date:

Annexe 14. CUSTOMER QUESTIONNAIRE TEMPLATE (KYC QUESTIONNAIRE TO BE COMPLETED UNDER THE RTE SITE)

The Reserve Provider has a right of access and rectification of the personal data transmitted in responding to this questionnaire. To this end, the Reserve Provider contacts its RTE account manager whose contact details are listed in Annexe 2.

	1. GENERAL INFORMATION	
1.1	Name of the company:	
1.2	Head office address:	
1.3	EAN code / intra-community VAT number:	
1.4	Name of the legal representatives:	
1.5	Phone (standard):	
1.6	Website:	
1.7	Status of the company:	

1.8	Creation date:	
1.9	Place and registration number of the company:	
1.10	Corporate purpose stated:	
1.11	Number of employees:	
1.12	Share capital:	
1.13	Balance sheet total of the company	
1.14	Who are the principal shareholders?	Provide a list of shareholders directly or indirectly holding more than 10% of the company (companies, shareholders, physical persons)

1.15	Information on the evolution of the shareholder structure and equity over the past 3 years:	
1.16	Mandatory certification of the accounts according to the legislation in force	☐no ☐yes
1.17	Company in charge of the certification of accounts	Specify the name and coordinates of the certification body
1.18	Name and bank details of the Reserve Provider:	

	2. ACTIVITIES	
2.1	Principal activities of the company:	☐ Financial activities or insurance ☐ Industrial activities ☐ Commercial activities and trading ☐ Local community or public body ☐ Energy consumer ☐ Other (please specify): …
2.2	Detailed description of activities:	
2.3	Experience on the electricity market	Number of years: Provide a detailed description of the experience:
2.4	How the company is organized?	Describe the structures dedicated to the activity of the market (organization, number of people, computer tools used, etc.)

2.5	Is it a member of one or several professional associations?	☐no ☐yes If yes, please specify:
2.6	Description of the activity on the French market	Stock market: ☐yes ☐no Over-the-counter (OTC): ☐yes ☐no Interconnections: ☐yes ☐no If yes, specify on which borders Balancing Mechanism: ☐yes ☐no Other: to specify…

2.7	Is it active on other energy markets, commodity or financial?	☐no ☐yes If yes, please specify which ones and in which countries:
2.8	Does it hold another Balance Responsible Party contract in France ?	☐no ☐yes
2.9	Does it supply frequency containment reserves or automatic frequency restoration reserves in another country?	☐no ☐yes If yes, specify which and since when:

2.10	Description of the type of clientele and if possible provide names:	
2.11	Description of the different types of assets of provision of reserve:	

3. MOTIVATIONS		
3.1	Reasons why the company wishes to access the Reserve Provider system:	
3.2	Estimate of the overall activity on the French market of frequency containment reserves and automatic frequency restoration reserves	Provide an estimate:

I declare that all answers provided in this questionnaire are accurate and that none of the required information has been omitted.

I accept to reply to any additional questions from RTE at a later time.

Signed in …

On ../../20..

Name and signature of the legal representative of the company (*):

(*): Provide proof of power of representation of the company (e.g.: Kbis extract (company ID)) and a copy of an official document attesting to the identity of the legal representative of the company (examples: passport, national identity card, etc.).

Annexe 15. **TEMPLATE FOR FREQUENCY CONTAINMENT RESERVE CERTIFICATION FOR AN RPG AGGREGATE OR STORAGE UNIT TYPE ALONE**

Annexe 16. **CERTIFICATION TEMPLATE FOR SECONDARY FREQUENCY CONTROL IN 300 SEC**

Annexe 17. STATEMENT OF MANDATE BETWEEN A DSO AND A THIRD PARTY

BETWEEN

[full name], company**[legal form]**, with share capital of **[amount of share capital]** euros, with its head office located at **[full address]**, registered on the Trade and Companies Register of **[town]** under number **[SIRET No.]**, with EIC code [EIC code] and with Intra-community VAT ID number **[Intra-community VAT ID number]**, represented by **[Ms/Mr] [name and position of the signatory]**, duly authorised for this purpose,

Hereafter referred to as the "**DSO**"

OF THE FIRST PART,

AND

[full name], company**[legal form]**, with share capital of **[amount of share capital]** euros, with its head office located at **[full address]**, registered on the Trade and Companies Register of **[town]** under number **[SIRET No.]**, with EIC code [EIC code] and with Intra-community VAT ID number **[Intra-community VAT ID number]**, represented by **[Ms/Mr] [name and position of the signatory]**, duly authorised for this purpose,

hereafter referred to as the "**Agent**"

OF THE SECOND PART,

the following has been decided and agreed upon:

The DSO entrusts the Agent, by mandate, with all or part of the data exchanges needed to implement the paragraph 3.5.3.1 and 4.3.1.3.2 of these Terms and Conditions, as of [give date], the date that the mandate becomes effective. This mandate, which includes data exchanges concerning periods prior to the date that the mandate takes effect, concerns:

- ☐ transmission of perimeter data to RTE as provided for in Articles 3.5.3.1 and 4.3.1.3.2 of the Terms and Conditions;

[select as appropriate]

The DSO authorises the Agent to consult the DSO's data via RTE's publication service.

The Agent designates the following contact for the data exchanges:

Contact	
Address	

Phone	
Fax	
Email	

N.B.: the contact designated above is also the recipient of the alert messages and any messages from RTE's Information System.

The effective date is the date deriving from the mandate signed between the Agent and the DSO, namely **[date].**

If the mandate between the DSO and the Agent is cancelled, the DSO undertakes to inform RTE by Notification as well as sending it the details of new contacts for the data exchanges

Drawn up in two original copies, at ……., on …/…/20….

For **XXXXX** :

Name and position of representative:

Signature:

For **YYYYY** :

Name and position of representative:

Signature:

Annexe 18. AGREEMENT BETWEEN A RESERVE PROVIDER AND THE CART HOLDER ASSOCIATED WITH ONE OR MORE UNITS WITH CERTIFIED CONSTRUCTIVE CAPACITIES FOR THE PURPOSE OF THEIR ATTACHMENT TO THE PERIMETER OF THAT RESERVE PROVIDER

BETWEEN

[full name], company**[legal form]**, with share capital of **[amount of share capital]** euros, with its head office located at **[full address]**, registered on the Trade and Companies Register of **[town]** under number **[SIRET No.]**, with EIC code [EIC code] and with Intra-community VAT ID number **[Intra-community VAT ID number]**, represented by **[Ms/Mr] [name and position of the signatory]**, duly authorised for this purpose,

as signatory to the Participation Agreement as a Reserve Provider No. **[Participation Agreement Number]** with RTE dated **[Date of signature of the Participation Agreement]**

hereinafter referred to as the "**Reserve Provider**"

OF THE FIRST PART,

AND

[full name], company**[legal form]**, with share capital of **[amount of share capital]** euros, with its head office located at **[full address]**, registered on the Trade and Companies Register of **[town]** under number **[SIRET No.]**, with EIC code [EIC code] and with Intra-community VAT ID number **[Intra-community VAT ID number]**, represented by **[Ms/Mr] [name and position of the signatory]**, duly authorised for this purpose,

in its capacity as the CART Holder associated with one or more Units with Certified Constructive Capacities

hereinafter referred to as "**the Holder** "

OF THE SECOND PART,

or by default, hereinafter referred to individually as a "Party", or jointly as the "Parties",the following has been decided and agreed upon:

The Holder wishes to delegate the provision of Certified Constructive Capacities to the Reserve Provider.

The Parties therefore agree as follows:

☐ The Unit ***[enter name, address and metering code]***

[For the following options, select the appropriate]

- ☐ for which [the User]YYYYY holds a CART no._____ with RTE dated __/__/20__
- ☐ connected to the hosted customer ***[CART holder]*** and for which YYYYY holds a Metering Data Service Contract No. _____ with RTE dated __/__/20__

Will be attached to the Reserve Provider's Reserve Perimeter as of …., subject to either Party having sent this signed agreement to RTE within a maximum period of 15 days before that date.

The Holder:

☐ authorises the Reserve Provider to use the data from the Unit's telemetry transmitted to RTE within the framework of the Frequency Ancillary Services Terms and Conditions;

does not authorise the Reserve Provider to use data from the Unit's telemetry transmitted to RTE within the framework of the Frequency Ancillary Services Terms and Conditions. In this case, the Reserve Provider must have its own telemetry data as described in Article 4.2.3.

This agreement is signed and valid for an indefinite period of time.

It may be terminated at any time by any of the Parties. The first party to take action must Notify RTE at the earliest opportunity.

In the event that RTE terminates the Participation Agreement of the Reserve Provider as provided for in Article 3.4.2 this Agreement is automatically revoked.

In the event that the agreement is revoked, the Holder shall, if it has not signed a new attachment agreement, sign a Frequency Ancillary Services Terms and Conditions Participation Agreement in accordance with the said Terms and Conditions which the Holder declares to have read.

The Holder will Notify RTE of any change in the scope covered by this Agreement as soon as the Holder has knowledge of it and at the earliest opportunity.

Drawn up in two original copies, at ……., on …/…/20….

For **XXXXX** :	For **YYYYY** :
Name and position of representative:	Name and position of representative:
Signature:	Signature: