Le réseau de transport d'électricité

Market Rules

Chapter 3. Balance Responsible Party system

Version 01 in effect on 01 April 2024

The following translation is not binding

TABLE OF CONTENTS

3. Balance Responsible Party system

3.A. Introduction

Commercial transactions for the purchase and sale of energy on the French power system are carried out under the Balance Responsible Party mechanism. These transactions take the form of Injection or Extraction of energy into/from the PTS or PDS.

A BRP must declare its portfolio of activities, designated its Balance Perimeter, to RTE and the DSOs concerned, thereby allowing its Injections and Extractions to be identified:

- consumption and generation by Sites located on the PTS or the PDS;
- purchases and/or sales on power exchanges operating on the power market in France;
- purchases and/or sales of Blocks to/from counterparties;
- exports and/or imports of energy via Interconnection power lines between RTE and neighbouring System Operators;
- sale of energy to RTE or to a DSO to compensate for their losses;
- Demand Response Aggregator Load Reduction and Shifted Load Schedules.

The Balance Perimeter is composed of a PTS Perimeter and optionally one or more PDS Perimeters on each Public Distribution Network.

The uncertainties associated with forecasts and with consumption, generation and network operation contingencies can have more or less significant consequences for Imbalances in BRPs.

In order to calculate the Imbalance per Imbalance Settlement Period between Injections and Extractions on each BRP's Perimeter, RTE measures the energy Injected into and Extracted into/from the PTS and the PDS, using its own data and the data sent to it by the DSOs.

The Imbalance Settlement Period is:

- 30 minutes before date RE_{15};
- 15 minutes from date RE_{15}.

Date RE_{15} date will be declared 2 Months in advance by RTE to the BRPs and DSO.

The BRP undertakes to financially compensate RTE when the latter’s Imbalance is negative. Conversely, when its Imbalance is positive, RTE undertakes to financially compensate the BRP.

<u>Special characteristics of the PDS: the PDS flow reconstitution process</u>

The flow reconstitution process corresponds to all workflows applied by the System Operators to allocate the energy volumes (consumption, generation, losses) across their respective Systems by Balance Perimeter, thereby allowing Balance Responsible Parties to be invoiced.

The technical improvements introduced by the deployment of smart meters across all distribution systems will allow the flow reconstitution process to evolve from date RE_{19} onwards:

- Before date RE_{19}: an Imbalance workflow followed by a Temporal Reconciliation workflow;
- From date RE_{19}: a single Imbalance workflow.

Date RE_{19} date will be declared 1 Month in advance by RTE to the BRPs and DSOs.

The workflows used in the flow reconstitution process are based on the principles below:

– Profiling:

A national Profiling method is used to estimate the Load Curve of Sites connected to the PDS for which measuring Indexes, read at intervals longer than the Time Interval used for the flow reconstitution process, are used. This profiling method is implemented by the DSOs.

– The Imbalance workflow before date RE_{19}:

To calculate imbalances by RTE, the DSOs send RTE consumption and generation Load Curves aggregated by BRP, and the Load Curves showing their losses.

To determine the energy volumes used in the calculation of the Imbalance, RTE adjusts the consumption Load Curves estimated by Profiling, by means of an operation known as "Spatial Alignment", to ensure that the sum of the Load Curves assigned to the BRPs is equal to physical extraction on the PDS.

– The Temporal Reconciliation workflow, before date RE_{19}:

The purpose of the Temporal Reconciliation workflow, over a given period of time, is:

- to recalculate, for Imbalance Settlement purposes, injection and extraction energies in the perimeter of each BRP on the basis of the energy values determined by the Index readings for the period to be profiled;
- to prepare an energy balance deemed to be accurate at the level of each DSO: the algebraic sum of the estimated energies of the BRPs determined from the Index readings, the remotely read energy values of the BRPs and the energy of the power losses must be equal to the energy extracted at the level of the DSO;
- to calculate and value at the Imbalance Settlement Price, for each BRP with at least one PDS Perimeter, the recalculated Imbalance with the energy allocated in Temporal Reconciliation;
- to calculate, for each BRP concerned, the difference between the Imbalance value calculated in Temporal Reconciliation and the Imbalance calculated by the Imbalance workflow;
- and to process the corresponding financial compensations between BRPs.

The Temporal Reconciliation period lasts from July of year Y to June of year Y+1. Temporal Reconciliation is done once a year, in October of year Y+2.

The last Temporal Reconciliation before date RE_{19} will cover less than one year (between July and date RE_{19}). Processes implemented will be adapted accordingly, as will deadlines.

– The single Imbalances process, from date RE_{19} onwards:

The availability of daily Consumption and Generation readings estimated by Profiling allows the Imbalance and Temporal Reconciliation workflows to be merged into a single Imbalance workflow.

As with the Imbalance workflow before date RE_{19}, the DSOs transmit to RTE the consumption and generation Load Curves aggregated by BRP, and the Load Curves showing their losses.

To establish the energy volumes used in the calculation of the Imbalance, RTE applies to a daily time frame the calculation steps performed before date RE_{19} at a yearly time frame for Temporal Reconciliation:

- Correction of the loss Load Curve by DSO, via a normalization operation;
- Correction of the Consumption Load Curves per BRP and DSO estimated by profiling, through spatial alignment, standardization and corrections linked to the activation of market mechanisms;
- Calculation of National Residue and distribution by BRP.

Simplified provisions:

A DSO may apply one of the following two simplified provisions, as set out in Article 3.R.1.13, no later than two years after the deadlines given in the regulations for the deployment of smart metering devices:

- simplified provision 1: if no customer has exercised its right to choose its Supplier on the DSO's system;
- simplified provision 2: if at least one customer has exercised its right to choose its Supplier on the DSO's system, or if it has exercised this right in regard to its own losses.

3.B. Legal framework

3.B.1. European legal framework

The EBGL Regulation entered into force on 18 December 2017.

This Regulation establishes harmonized guidelines which are applicable throughout the European Union and govern the operation of power balancing markets. It sets out terms and conditions for the acquisition of balancing capabilities, the activation of balancing energy, and the financial remuneration of Balance Responsible Parties.

Specifically, in Article 17, it defines the role of Balance Responsible Parties. It specifies in particular that *"In real time, each balance responsible party shall strive to be balanced or help the power system to be balanced."* It also requires all Balance Responsible Parties* to be financially responsible for the imbalances observed in their perimeter and to settle their imbalances with the transmission system operator to which they are connected.

The European Balancing Regulation also requires all transmission system operators to prepare "terms and conditions for balance responsible parties*", whose content is set out in Article 18 of the Regulation.

This Chapter constitutes the "Terms and Conditions for Balance Responsible Parties" as required under Article 18 of the European Balancing Regulation.

3.B.2. National legal framework

Article L.321-14 of the Energy Code provides that the operator of the Public Transmission System "*may, taking into account the imbalances observed relative to the* [call and supply] *schedules and the costs associated with balancing*, *request or award financial compensation from/to the users concerned*".

Article L.321-15 of the Energy Code states that "*Each power producer connected to the public transmission or distribution systems and each power consumer, for the sites for which it has exercised its right under Article L. 331-1, is responsible for the imbalances between the power injections and extractions which it carries out. It may define the terms and conditions under which it is financially liable for such imbalances by contractual agreement with the operators of the public transmission system, or it may contract for that purpose with a balance responsible party* who manages the imbalances or requests one of its suppliers to do so.*

All persons operating in the power markets are responsible for their imbalances. They may either define the terms and conditions under which they shall be financially charged for such imbalances in a contract with the transmission system operator, or they may contract for this purpose with a balance responsible party which takes responsibility for the imbalances."

The contractual bonds between the market participants are the following:

- Consumers and Generators holding a Transport System Access Agreement (CART) or a Distribution System Access Agreement (CARD) or a metering data service contract with RTE designate their BRP;
- for Consumers who have exercised their right to choose their Supplier and have opted for the Single Contract and/or the Single Contract for Generation, Suppliers and/or DSO-P Purchasers designate the BRP for all the Consumers they supply, under the contract referred to in Article L.111-92 of the Energy Code;
- for Consumers who have not exercised their right to choose their Supplier, who remain at the regulated sale tariff and who hold an Integrated Contract, Suppliers designate the Balance Responsible Party to which the Consumers are automatically attached;
- the Mandatory Electricity Purchasers among the producers benefiting from an obligation to purchase pre-dating Law 2000-108 of 10 February 2000 designate the BRP to which these Producers are automatically attached.

3.C. Entry into force and review

3.C.1. Entry into force

In accordance with CRE Decision no. 2024-45 of 29/02/2024, the following Special Provisions from Chapter 3 of the Rules, entitled Rules relating to the Balance Responsible Parties system, enter into force on 01/04/2024.

As of that date, they shall automatically replace the previous versions of the Rules relating to the Balance Responsible Parties system for all ongoing activities and processes, unless provided to the contrary.

3.C.2. Delayed entry into force

In derogation of Article 3.C.1 above, the entry into force of the following provisions is deferred as shown.

Date	Description	Notification Deadline for Participants	Articles concerned
RE1	Dematerialization of Appendices 3.A5, 3.A7	1 month	3.F.2 3.F.3
RE2	Correction of Balance Perimeters following activation of PTS Network Flexibility	1 month	3.L.5.1.3
RE15	Imbalance Settlement Period changes to 15 minutes	2 months	3.A 3.L.1 3.L.2 3.L.5 3.P.1 3.R.3 3.AA21 3.AA22 3.AA23
RE16	Raw and Validated Metering Data and Physical Data intervals change to 5 minutes on PTS perimeter This change occurs in association with the switch of the Imbalance Settlement Period to an interval of 15 minutes.	1 month	3.L.1
RE17	Adjusted Consumption Period changes to 15 minutes This change occurs in association with the switch of the Imbalance Settlement Period to an interval of 15 minutes.	1 month	3.L.1 3.P.2
RE18	Block exchange scheduling interval changes to 15 minutes This change occurs in association with the switch of the Imbalance Settlement Period to an interval of 15 minutes.	2 months	3.I.4 3.I.5 3.I.7
RE19	Merging of the Imbalance Process and Temporal Reconciliation Overall consumption report interval changes to 15 minutes	1 month	3.A 3.D.1 3.D.3 3.D.5 3.L.1

Date	Description	Notification Deadline for Participants	Articles concerned
	This change occurs in association with the switch of the Imbalance Settlement Period to an interval of 15 minutes.		3.L.2 3.L.3 3.L.6 3.L.8 3.P.2 3.Q.6 3.R.1

3.C.3. Revision procedures

3.C.3.1. Common provisions

Chapter 3 of the Rules and its Appendices are revised as follows:

1. In accordance with Article 4(1) of the EBGL Regulation, RTE shall, on its own initiative or at the request of one or more members of the MAC or one or more Participants, produce a draft revision of Chapter 3 of the Rules;
2. For the purpose of preparing the draft revision, RTE consults all stakeholders throughout the preparation of the draft;
3. RTE Notifies CAM members and Participants of the draft revision;
4. Within the period specified in this Notification, which may not be less than 1 Calendar Month, CAM members and Participants may Notify RTE of their comments or counter-proposals;
5. Upon expiry of the 1-Month period mentioned above, RTE prepares a new draft revision of Chapter 3 and Notifies MAC members and Participants accordingly, taking into account, if relevant, the comments and counter-proposals of the MAC members and Participants. It should be noted that RTE may refuse to take such comments and counter-proposals into account, on condition it provides grounds for its refusal to do so;
6. RTE sends the draft revision to the CRE, together with the results of the consultation, and provides justification for its admission or rejection of the comments or counter-proposals received during the consultation phase;
7. The CRE, pursuant to Article 5 of the EBGL Regulation and Article L.321-14 of the Energy Code, approves the draft revision of Chapter 3 of the Rules;
8. Within 15 Business Days following approval by the CRE, RTE:
    a. finalize the revised version of Chapter 3 of the Rules,
    b. publish this revised version and its date of entry into force on the RTE website,
    c. notify each Participant of the availability of the final revised version of Chapter 3 of the Rules on the RTE website, along with the date of its entry into force.

These conditions for revision are subject to any additional or alternative conditions for revision that the CRE may implement pursuant to the EBGL Regulation, in particular pursuant to Articles 5.1 or 6.3 of this Regulation.

3.C.3.1.1. In the case of a Participation Agreement between RTE and the BRP

RTE shall notify each BRP, and each BRP shall acknowledge reception of said notification, of the availability of the final revised version of Chapter 3 of the Rules on the RTE Website, as well as the date of their entry into force.

The revision of Chapter 3 of the Rules and Appendices and General Provisions shall not affect the validity of the Participation Agreement signed by the BRP. This Agreement shall remain in effect and entails acceptance by the BRP of the amendments made in the revised version of Chapter 3 of the Rules and General Provisions published on the RTE Website, without prejudice to the BRP's right to terminate its Participation Agreement.

3.C.3.1.2. In the case of a contract between RTE and the DSO

RTE shall notify each DSO, and each DSO shall acknowledge reception of said notification, of the availability of the final revised version of Chapter 3 of the Rules on the RTE Website, as well as the date of their entry into force.

If the revised version of Chapter 3 of the Rules does not enter into contradiction with the RTE-DSO special conditions, the RTE-DSO contract remains in effect and entails acceptance by the DSO of the amendments made to the revised version of Chapter 3 of the Rules published on the RTE Website.

In the event of inconsistencies between the revised version of Chapter 3 of the Rules and the RTE-DSO special conditions, the DSO may request RTE to insert a rider clause in the RTE-DSO special conditions of its RTE-DSO contract to accommodate the revised version of Chapter 3 of the Rules. In this case, RTE shall serve it with Notification of the insertion of a rider clause in the TEN-DSO contract within 15 Business Days of its reception of the request. The DSO must sign and return the amended contract in the 15 Business Days following its reception of the rider clause.

In the event it fails to do so, the DSO shall be deemed to have accepted the changes made in the revised version of Chapter 3 of the Rules published on the RTE Website, and this version shall automatically apply to it.

In the event the revised Chapter 3 of the Rules would affect the RTE-DSO special conditions such that the latter require adaptation, the Parties shall work together to amend the aforementioned RTE-DSO Special Conditions accordingly.

RTE shall not be held liable for costs incurred by the DSO in connection with the amendments to the Rules.

3.C.3.1.3. In the case of a contract between the BRP and the DSO

Each DSO Notifies each active BRP on its network of:

- the date of publication of the final revised Chapter 3 of the Rules on the RTE website, and its effective date;

- in the event of inconsistencies between the revised version of Chapter 3 of the Rules and the provisions of the DSO-BRP special conditions, an amendment to the DSO-BRP special conditions in its DSO-BRP contract;
- if deemed necessary by the DSO, an amendment to the DSO-BRP special conditions of its DSO-BRP contract with a view to enacting the entry into force of the revised version, even where the aforementioned version does not alter the DSO-BRP special conditions.

The BRP shall return the signed amendment within 15 Business Days of its reception of the amendment.

In the event the BRP fails to return the signed amendment, the DSO-BRP contract shall remain in effect and entails acceptance of the changes made in the revised version of Chapter 3 of the Rules published on the RTE Website, without prejudice to the BRP's right to terminate its contract.

In the event the DSO fails to send the amendment, the BRP may request that the amendment be sent to it so it can make the adaptations necessary to bring it into alignment with the revised version of Chapter 3 of the Rules, or enact the entry into force of the revised version of Chapter 3 of the Rules. In this case, the DSO shall notify the BRP of this amendment within 15 Business Days. The BRP shall return the signed amendment within 15 Business Days of its reception of the amendment.

RTE and the DSO shall not be held liable for costs incurred by the BRP in connection with amendments to the Rules.

3.C.3.2. Special workflow for revision of Article 3.R.2

If the request for revision relates to Article 3.R.2, the draft revision of that Article is managed by the DSO ENEDIS.

ENEDIS:

- prepares a revised version of Article 3.R.2 of Chapter 3 of the Rules;
- forwards the draft revision to RTE, which shall incorporate it into the draft revision of Chapter 3 of the Rules submitted for consultation in accordance with Article 3.C.3.1;
- prepares a review of the responses to the consultation relating to Article 3.R.2 , including annotations indicating whether or not the comments or counter-proposals submitted by participants during the dialogue process are taken into account, and prepares a new draft revision which it forwards to RTE.

RTE then incorporates the draft revision of Article 3.R.2 into the draft revision of Chapter 3 of the Rules sent to CRE, and implements steps 6, 7 and 8 described in Article 3.C.3.1.

In the 10 Business Days following the decision approving Chapter 3 of the CRE Rules, ENEDIS prepares the final revised version of Article 3.R.2 and sends it to RTE.

RTE then incorporates the final revised version of Article 3.R.2 prepared by ENEDIS into the final revised version of Chapter 3 of the Rules.

3.C.3.3. Special workflow for revision of Article 3.R.3

If the request for revision relates to Article 3.R.3, the draft revision of this Article is managed by the DSO ENEDIS under the oversight of the Profiling Governance Committee.

ENEDIS:

- prepares a draft revision of Article 3.R.3 and notifies the members of the Profiling Governance Committee;
- receives comments and counter-proposals from members of the Profiling Governance Committee;
- prepares a new draft revision of Article 3.R.3 and sends it to RTE, giving reasons for the non-admission of comments or counter-proposals.

RTE then incorporates the draft revision of Article 3.R.3 prepared by ENEDIS into the draft revision of Chapter 3 of the Rules sent to CRE, and implements steps 6, 7 and 8 described in Article 3.C.3.1.

In the 10 Business Days following the decision approving the CRE Rules, ENEDIS prepares the final revised version of Article 3.R.3 and sends it to RTE.

RTE then incorporates the final revised version of Article 3.R.3 prepared by ENEDIS into the final revised version of Chapter 3 of the Rules.

3.D. Contractual terms and conditions

3.D.1. Terms for participation

3.D.1.1. Participation Application and signature of the Participation Agreement

A legal entity wishing to acquire the status of BRP (designated “Applicant” in this Article) must approach RTE, which shall send it the application form contained in Appendix 3.A1 and the customer questionnaire contained in Appendix 3.A2.

To acquire the status of BRP, candidate legal persons undertake to comply with all applicable laws, regulations and codes, including all applicable anti-corruption laws, particularly French Law no. 2016-1691 of 9 December 2016 (the so-called "Sapin II” law), the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, and all equivalent applicable laws.

Accordingly, a legal person applying for the status of BRP certifies that it is not on the U.S Treasury Department’s "Specially Designated Nationals” list; that it is not the object of sanctions imposed by the Office of Foreign Assets Control ("OFAC"), the British Treasury or other equivalent measures imposed by a jurisdiction, authority, commission, control body or other relevant authority in application of the aforementioned legislation (hereinafter "Sanctions").

It further declares that its legal representatives or directors are not subject to any of the aforementioned “Sanctions”.

RTE may request supporting evidence from the applicant, including during the course of the execution of the Participation Agreement. If during the course of execution of the Participation Agreement, the BRP falls subject to the Sanctions mentioned above, or learns of the application of such Sanctions on its legal representatives or directors, it is required to Notify RTE without delay.

The Applicant must return the completed and signed form and questionnaire to RTE, accompanied by the following documents:

- a copy, less than 3 Months old, of the entries concerning the Applicant made in the Trade and Companies Register or equivalent record for companies located outside France and for operators not included in the aforementioned register;
- the profit and loss account and the annual balance sheet for the three financial years preceding the application, or equivalent documents for companies located outside France;
- in the case of a new company, a document attesting to the applicant's financial capabilities, together with a note describing its activity and the business plan;
- the Bank Guarantee as provided in Article 3.O.1.

After a period of investigation (depending on the completeness of the submitted dossier), RTE signs with the Applicant a Participation Agreement as BRP using the form attached in Appendix 3.A3, while the Applicant completes Appendix 3.A4.

It requires a simple electronic signature under eIDAS Regulation 910/2014 of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market.

Where the BRP, its legal representatives or directors are subject to a Sanction, RTE may terminate the Participation Agreement without delay, subject to Notifying the BRP of termination in accordance with the last paragraph of Article 3.D.3.2. Furthermore, if the Applicant has previously held a Participation Agreement as a BRP which was terminated by RTE for one of the reasons described in Article 3.D.3.2, that Applicant shall not be permitted to sign a new BRP Participation Agreement until it has regularized its situation in respect of the previous Participation Agreement, particularly by paying to RTE outstanding sums due under the previous Participation Agreement.

3.D.1.2. Entry into force and duration of the Contract

Once signed by the Parties, the contract shall enter into force on the date specified in the Participation Agreement.

The co-contractor of RTE becomes a Participant on the date the Participation Agreement enters into force.

The contract is valid for an indefinite period and may only be suspended or terminated under the conditions laid down in this Chapter.

3.D.1.3. Undertakings of the Participant

In signing a Participation Agreement as a Balance Responsible Party, the Participant undertakes to comply with the General Provisions and Specific Provisions of this Chapter which are specified in its Participation Agreement, and to Notify RTE, without delay, of all changes to the information submitted to RTE, particularly in respect of its participation application or its Participation Agreement.

3.D.1.4. Updates to contract documents

The BRP undertakes to send RTE, each year, the profit and loss statement and annual balance sheet for the previous financial year, to inform it of changes to the control of the company, and to keep the information contained in the customer questionnaire contained in Appendix 3.A2 up to date at all times.

3.D.1.5. General obligations of the Parties

The BRP has the following obligations:

- to declare the elements in its perimeter to RTE and DSOs;
- to settle in RTE's favour the balance, if negative, of the invoiced items for administration expenses in accordance with Article 3.N.2.2.1, for the valuation of Physical Extraction and Imbalances in accordance with Article 3.N.2.2.2;
- to settle in RTE's favour the balance, if negative, of the invoiced items for the Correction and Residue of Temporal Reconciliation in accordance with Article 3.N.3.1.1 and 3.N.3.1.2;
- to check data published by RTE for:
    - the calculation of Imbalances;
    - Temporal Reconciliation (before date RE_{19});
    - PTS Perimeter elements;
- where appropriate, it must submit challenges within the time limits laid down in Article 3.L.8.

RTE has the following obligations to the BRP:

- to calculate the quantities of energy injected into and extracted from the PTS on the basis of the elements contained in the BRP's Perimeter;
- to retrieve data on the quantities of energy injected into and extracted from the PDS;
- to calculate administrative expenses;
- to calculate and publish values for Imbalance, Physical Consumption, Temporal Reconciliation and the corresponding financial settlements;
- to settle, in favour of the BRP, the balance, where positive, of the invoiced items for administrative expenses in accordance with Article 3.N.2.2.1, and for Physical Extraction and Imbalance in accordance with Article 3.N.2.2.2;
- to settle, in favour of the BRP, the balance, where positive, of the invoiced items for the Correction and Residue of Temporal Reconciliation in accordance with Articles 3.N.3.1.1 and 3.N.3.1.2 (before date RE_{19});
- to settle, in favour of the BRP, the indemnities provided for in Article 3.M.5;
- Should the BRP wish to challenge the figures indicated, it must proceed as described in Article 3.L.8.

3.D.2. Suspension

For BRPs whose Balance Perimeter contains only declarative elements as described in Articles 3.L.1.4 and 3.L.1.5 on a given day D, if the algebraic difference of the outstanding balance of the BRP (valued at the Imbalance Settlement Price when known, and at the Reference Spot Price for due dates where the Imbalance Settlement Price is not known), as defined in Article 3.O.4, is greater than the amount of the Financial Guarantee placed by the BRP plus €250,000, RTE may immediately suspend the BRP's Participation Agreement.

This suspension is declared to the CRE, the DGEC, foreign TSOs concerned, and the power exchanges operating in France.

The suspension takes effect immediately upon reception of the Notification by the BRP.

The effects of the suspension are as follows:

- Nominations of declarative elements as described in Articles 3.L.1.4 and 3.L.1.5 are no longer possible;
- The BRP must submit to RTE a Financial Guarantee, the amount of which is sufficient to cover the difference between the outstanding balance of the BRP as defined in Article 3.O.4 and the Forecast Imbalance at the time of the Notification of the suspension, in accordance with the amounts specified in Article 3.O.1 and with the stipulations of Article 3.O.8, thereby ensuring its Financial Guarantee is equal to the amount required. To constitute this new Financial Guarantee, the BRP may provide a Bank Guarantee or an Amendment to the Bank Guarantee in accordance with Article 3.O.1, or make a Cash Deposit in accordance with Article 3.O.8.

Notwithstanding the suspension of its Participation Agreement, the BRP remains liable for all amounts due under its Participation Agreement, and for all invoices issued by RTE relating to a period prior to the suspension.

RTE shall notify the BRP of the lifting of the suspension and the continuation of the Participation Agreement no later than 3 Business Days after its reception of a Financial Guarantee in accordance with Article 3.O.1, covering the difference between the outstanding balance of the BRP as defined in Article 3.O.4 and the Forecast Imbalance estimated at the time of the Notification of the suspension. RTE informs the CRE, the DGEC the foreign TSOs concerned and the electricity exchanges active in France of the lifting of the suspension.

If no new Financial Guarantee is received in the 2 Business Days following the Notification of the suspension by RTE in accordance with the requirements described above, RTE may serve the BRP with a formal Notification inviting the latter to provide, within 10 Business Days, a Bank Guarantee or an Amendment to the Bank Guarantee in accordance with Article 3.O.1, or a Cash Deposit in accordance with Article 3.O.8, thereby ensuring its Financial Guarantee covers the outbalance of the BRP as defined in Article 3.O.4 and the Forecast Imbalance estimated at the time of the Notification of the suspension. On expiry of the aforementioned period of 10 Business Days, which is the deadline indicated in the formal notification, if the BRP persists in failing to comply with its obligations, RTE may terminate the Participation Agreement under the conditions set out in Article 3.D.3.2.

3.D.3. Termination

The Participation Agreement may be terminated in the following cases and under the following conditions.

3.D.3.1. By the BRP

The BRP may terminate its contract with RTE on condition it has previously removed all Injection and Withdrawal components from its PTS Perimeter and PDS Perimeters, in accordance with Article 3.F.3.3.

The BRP shall notify RTE of its wish to terminate its Participation Agreement by registered letter with recorded delivery, specifying the date on which termination becomes effective. In all events, the termination date referred to above may not fall before any of the dates mentioned below:

- the date on which the BRP withdraws the last item from its Perimeter;
- on the 1st day of month M+2, if the Notification by RTE is received 7 days before the end of month M;
- on the 1st day of month M+3, if the Notification by RTE is received fewer than 7 days before the end of month M.

RTE checks with the DSOs on the network(s) on which the BRP is considered to be an active BRP whether the BRP has already removed all Injection and Extraction elements from its PDS Perimeters.

RTE notifies the BRP, by registered letter with recorded delivery, of the effective termination of its Participation Agreement as a BRP, specifying that termination is at the request of the BRP and indicating the effective date of termination. A copy of this Notification of termination of the BRP's Participation Agreement by RTE shall be sent at the same time to the DSO on whose network(s) the BRP is considered to be an active BRP.

RTE must also inform, no later than the first Business Day following the effective date of termination:

- DGEC and CRE;
- where applicable, the power exchanges operating on the French market;
- where applicable, the foreign TSOs concerned;
- where applicable, holders and counterparties of the Injection and Withdrawal components in the BRP's Perimeter.

3.D.3.2. By RTE

3.D.3.2.1. Requirements

RTE may terminate its contract with the BRP, with no indemnity, under the following conditions:

- where the BRP's Bank Guarantee is no longer valid, in so far as it no longer meets the criteria listed in Article 3.O.1, or where the Bank Guarantee - or Financial Guarantee as appropriate - has not been submitted, renewed or revalued in accordance with Articles 3.D.3 to 3.O.8, after formal notification of the need to provide a Bank Guarantee, or Financial Guarantee as appropriate, has been served to the BRP and has failed to produce effect by the closing date given in the formal notification; or

- the BRP has neither made the Cash Deposit referred to in point (a) of Article 3.O.6.2 nor placed a new Bank Guarantee as provided in Article 3.O.6.2, after formal notification of the need to place a new Financial Guarantee has been served to the BRP and produced no effect in the 5 Business Days following its date of reception; or
- the BRP has not placed a new Financial Guarantee in accordance with Article 3.D.2 following the suspension of its activity, after formal notification of the need to place a new Bank Guarantee, or where applicable a Financial Guarantee, has been served to the BRP and has failed to produce effect in the 10 Business Days following its date of reception; or
- following a Payment Incident, after formal notification of the need to pay the amounts due to RTE has been served to the BRP and has failed to produce effect in the 10 Days following its date of reception; or
- the imbalances taken into account by the BRP compromise the equilibrium of power flows on the System, after formal notification of the need to reduce these imbalances has failed to produce effect in the 8 days following the date of reception, in accordance with Article L.321-15 of the Energy Code; or
- following the absence of Withdrawal and Injection activity in the BRP's Perimeter for more than 6 consecutive Months and after a notice of termination for absence of activity has been served to the BRP and produced no effect in the 10 Business Days following its date of reception; or
- where the BRP has not reduced the imbalances in its Perimeter and/or the BRP has not made a Cash Deposit or placed a new Bank Guarantee in accordance with point (e) of Article 3.O.6.2 after formal notification of the BRP has failed to produce effect in the 10 Business Days following the date of reception; or
- where the BRP has not provided a Bank Guarantee in accordance with Article 3.O.1 ; or
- where the BRP, its legal representatives or directors are subject to one of the Sanctions referred to in Article 3.D.1. In this scenario, RTE may terminate the Participation Agreement immediately, subject to Notifying the BRP of the termination in accordance with the last paragraph of Article 3.D.3.2.2.

3.D.3.2.2. Notification and termination procedure

RTE formally notifies the BRP via registered letter with recorded delivery. This letter specifies the lawful grounds for notification and the deadline for the regularization of the situation.

Every time it serves a formal notification to a BRP, RTE at the same time informs the DSOs on whose network(s) the BRP was considered to be active by sending them a copy of this formal notification, and reserves the right to inform the DGEC and the CRE.

If formal notification is served for lack of activity, the BRP may challenge termination. To do so, it shall notify RTE by registered letter with recorded delivery of its opposition to the termination before the end of the period given in Article 3.D.3.2.1 and indicated in the formal notification.

In the event of regularization within the period indicated in the formal notification, or the opposition of the BRP to termination for lack of activity in accordance with the above conditions, RTE shall notify the BRP by registered letter with recorded delivery of the continuation of the contract, and inform the DSOs on whose network(s) the BRP was considered to be an active BRP.

In the absence of:

- regularization within the time limit indicated in the formal notification; or
- the BRP's opposition to a notice of termination for lack of activity,

RTE Notifies the BRP, by registered letter with recorded delivery, of the termination of its BRP Participation Agreement, giving the legitimate grounds for termination and the effective date of termination. A copy of this Notification of termination of the BRP's Participation Agreement by RTE shall be sent at the same time to the DSO on whose network(s) the BRP is considered to be an active BRP.

RTE must also inform, no later than the first Business Day following the effective date of termination:

- DGEC and CRE;
- where applicable, the power exchanges operating on the French market;
- where applicable, the foreign TSOs concerned;
- where applicable, holders and counterparties of the Injection and Withdrawal components in the BRP's Perimeter.

3.D.3.3. Consequences of the termination of a BRP Participation Agreement and return of guarantee

Notwithstanding the termination of its Participation Agreement, the BRP remains liable to RTE for all amounts due in respect of invoices issued by RTE for a period prior to the termination, namely the payment of administrative expenses, imbalance invoices, invoices for physical extraction in accordance with Article 3.N.2.2, the Temporal Reconciliation invoice in accordance with Article 3.N.3 (before date RE_{19}), and penalties for late payment in accordance with Article 3.N.1.3.

On this account, the BRP provides RTE with a Bank Guarantee, or Financial Guarantee as appropriate, identical to the guarantee in place at the time of termination, with a validity period extending 3 Months beyond the due date of the last invoice to be issued by RTE in respect of a period prior to termination.

If the BRP does not pay the amounts due to RTE, then the Bank Guarantee may be called and the Cash Deposits made, as applicable, under Article 3.O.8 will definitively revert to RTE in payment of the amounts due, without the need to resort to a judicial award procedure.

In the 15 days following payment of the sums due, RTE returns to the BRP the original Bank Guarantee and, where applicable, the Cash Deposits made under Article 3.O.8.

In accordance with Article 3.D.1, where the BRP's Participation Agreement has been terminated by RTE, the BRP will be permitted to enter a new Participation Agreement only after having regularized its situation (financial in particular) in regard to its previous Participation Agreement.

3.D.4. Assignment transfer

In addition to the General Provisions, assignment does not result in the transfer from the assignor BRP to the assignee BRP of:

- its Balance Perimeter. Transfer of the Balance Perimeter is made in accordance with Article 3.F. In particular, the assignee BRP must enter into new attachment agreements and send these attachment agreements to RTE at least 30 Days before the assignment of the Participation Agreement takes effect;
- the Financial Guarantee it has placed under Article 3.O. The assignee BRP must provide RTE with new Financial Guarantees before the effective date of the assignment of the Participation Agreement.

3.D.5. Liability

Unless indicated to the contrary, the General Provisions shall apply to the bipartite contracts mentioned in this Chapter.

Additionally:

Under the conditions set out in the aforementioned contracts, each System Operator is liable to the BRPs for the adverse consequences as a result of missing or erroneous data it provides in imbalance and temporal reconciliation calculations. In the event the BRP has received an overpayment due to missing data or the use of erroneous data, the BRP undertakes to return the wrongly received sums to the System Operator who initially omitted the data or produced the erroneous data.

In the cases set out above, the System Operator shall directly settle the financial consequences deriving from its data with the BRP(s) concerned, in the following manner:

− each BRP who has received an overpayment undertakes to return the sums wrongly received to the relevant System Operator who requests it to do so. The System Operator sends its request to the BRP by registered letter with recorded delivery. The sums shall be repaid no later than 2 Months after the date on which BRP receives the request;

− the System Operator then relays the sums thus collected to each of the BRPs that has suffered adverse consequences as a result of missing or erroneous data. This repayment must take place within 1 Month of reception of the sums collected;

− in the event the sums wrongly received by a BRP(s) are not returned to the System Operator who initially omitted data or produced the erroneous data, the dispute settlement procedure given in the General Provisions shall be applied.

For the application of these principles and under the conditions set out in Article 3.R.1.15, RTE shall, upon request, provide the DSO with an assessment of the financial consequences resulting from the missing or erroneous data transmitted by this DSO to any BRP concerned. The BRPs may also, within the conditions defined in Article 3.M.4, request this valuation from RTE, but only for the financial consequences affecting them specifically. In all cases, the valuation provided by RTE relates only to the financial consequences of missing or erroneous data after the last due date under the imbalance process (Temporal Reconciliation before date RE_{19}, or calculation of the M+12 Imbalance starting on date RE_{19}), and is merely informative and non-binding in nature. Annually, at the request of CRE, RTE provides a list of the requests for valuations of post-Temporal Reconciliation errors that have been sent to it.

In the case of metering data errors and in derogation of the financial settlement arrangements described above, the BRP which has received an overpayment must work with the System Operator to define arrangements for remedying the adverse consequences of the aforementioned metering data errors. In the event of a dispute, the General Provisions apply.

With regard to the provision of data by RTE, in accordance with the procedures laid down in Article 3.P.1, the BRP and the DSO shall be solely responsible for the use which they or, as applicable, the third parties designated by them, make of the data made available by RTE. The use and dissemination of such data shall be the responsibility of the BRP and the DSO, who shall be solely responsible for damages of any kind, direct or indirect, suffered by themselves or caused to a third party and arising out of or in connection with their use of such information.

3.E. Qualification of the Balance Responsible Party

Not applicable.

3.F. Management of the Balance Perimeter

Under a BRP contract within the meaning of Article 3.D.1, the BRP may have only one Balance Perimeter. The same legal person may enter into more than one BRP contract within the meaning of Article 3.D.1, if it wishes to have different perimeters at its disposal.

The Balance Perimeter is composed of a PTS Perimeter and, possibly, PDS Perimeters on each Public Distribution System.

This Article addresses the management of the PTS Perimeter.

PDS Perimeters are managed by each DSO in accordance with Article 3.R.2.

3.F.1. Composition of the PTS Perimeter

3.F.1.1. Injection elements in the PTS Perimeter

The Injection elements to be attached to the Balance Perimeter are listed below:

- Injection sites that hold a CART or a Metering Data Service Contract with RTE;
- Generation Facilities covered by a Metering Data Service Contract with RTE;

- if the Market Participant opts for dual attachment as provided under Article 3.F.3.5, the Generation Unit associated with an Injection Site holding a CART (transmission system access contract) or a Metering Data Service Contract with RTE, or Generation Facilities holding a Metering Data Service Contract with RTE;
- Import transactions performed under a Participation Agreement for Exports and Imports signed with RTE;
- Purchase of energy on power exchanges operating in France;
- Block Exchange Programme (PEB) at purchase transmitted through the Block Exchange Service between BRPs;
- Purchase of energy through ARENH (regulated access to historic nuclear energy) Rights;
- Retained Load Reduction Schedules, then Achieved Load-Reduction Time Series, from Demand Response Aggregator(s).
- Positive Imbalance at Borders, as defined in Article 3.Q.3, of a New Exempt Interconnection (NID), holding a NID transmission system access contract (CART);

3.F.1.2. Load extraction elements in the PTS Perimeter

The load extraction elements to be attached to the Balance Perimeter are listed below:

- Consumption Sites connected to the PTS holding a CART or a Metering Data Service Contract with RTE;
- Auxiliaries associated with an Injection Site holding a CART or a Metering Data Service Contract with RTE, or with a Generation Facility holding a Metering Data Service Contract with RTE, in cases where the Market Participant opts for dual attachment as provided under Article 3.F.3.5;
- Export transactions under a Participation Agreement for Exports and Imports signed with RTE;
- PEB at sale sent through the Block Exchange Service between BRPs and in the framework of a PTS BRP-site NEB;
- Sale of energy on power exchanges active on the French market;
- Grid loss compensation agreements (signed with RTE);
- Sale of energy through ARENH (regulated access to historic nuclear energy) Rights;
- Retained Shifted Load Schedule, then Achieved Shifted Load Time Series by Demand Response Aggregator(s);
- Negative Imbalance at Borders, as defined in Article 3.Q.3, of a New Exempt Interconnection (NID), holding a NID transmission system access contract (CART);

3.F.2. Conditions of attachment to the PTS Perimeter

3.F.2.1. Attachment by simple declaration or on the initiative of RTE

3.F.2.1.1. Declaration by the BRP

The following elements are attached to the Balance Perimeter on the simple declaration by the BRP to RTE:

- Consumption Sites and Injection Sites that hold a CART or a Metering Data Service Contract with RTE and to which the BRP is itself a signatory;
- Generation Facilities covered by a Metering Data Service Contract with RTE, to which the BRP is itself a signatory;
- if the Market Participant opts for dual attachment under Article 3.F.3.5, the Generation Units and Auxiliaries associated with an Injection Site holding a CART or a Metering Data Service Contract with RTE, or the Generation Facilities holding a Metering Data Service Contract with RTE, to which contracts the BRP is itself a signatory;
- Grid loss compensation agreements to which the BRP is itself a signatory;
- the PEB of the BRP;
- Transactions under the Participation Agreement for Exports and Imports to which the BRP is itself a signatory;
- the Imbalances at Borders of a New Exempt Interconnection (NID) holding a NID transmission system access contract (CART) with RTE, to which the BRP is itself a signatory;

3.F.2.1.2. Declaration of the Power Exchange Nomination Agents

The attachment to the Balance Perimeter of energy purchases and sales made on the power exchanges active on the French market is done by the simple declaration of the Nomination Agents.

A Nomination Agent is a legal person mandated by participants in power exchanges operating in France to list their Balances on the exchanges in their name and on their behalf with RTE.

3.F.2.1.3. Notification by CRE of ARENH (regulated access to historic nuclear energy) Rights

Attachment to the ARENH (regulated access to historic nuclear energy) Rights Balance Perimeter is done by CRE's Notification of RTE.

3.F.2.2. Attachment subject to an attachment agreement

The attachment to the Balance Perimeter of the elements listed below is subject to the reception by RTE of an attachment agreement, using the form contained in Appendix 3.A5 before date RE_1, or the form contained in Appendix 3.A6 after that date:

- Consumption Sites and Injection Sites whose CART or the Metering Data Service Contract with RTE is not signed by the BRP;
- Generation Facilities whose Metering Data Service Contract with RTE is not signed by the BRP;
- if the Market Participant opts for dual attachment under Article 3.F.3.5, the Generation Units and Auxiliaries associated with an Injection Site holding a CART or a Metering Data Service Contract with RTE, or the Generation Facilities holding a Metering Data Service Contract with RTE, to which contracts the BRP is not a signatory;
- Grid loss compensation agreements to which the BRP is not itself a signatory;

- Transactions under a Participation Agreement for Exports and Imports to which the BRP is not itself a signatory;
- Retained Load Reduction Schedules, Achieved Load-Reduction Time Series, Retained Shifted Load Schedules, and Achieved Shifted Load Time Series of a Demand Response Aggregator;
- Imbalances at Borders of a New Exempt Interconnection (NID) holding a NID transmission system access contract (CART) with RTE which is not signed by the BRP.

3.F.3. Changes to the PTS Perimeter

3.F.3.1. Addition of an element at the request of a Market Participant

A Market Participant who adds an element to the PTS Perimeter of a BRP must:

- For the period before date RE_1, send RTE an attachment agreement drawn up using the form contained in Appendix 3.A5, duly signed by the BRP and itself;
- From date RE_1, declare the attachment via the RTE Website, using the form contained in Appendix 3.A6, duly signed by the BRP and itself.

Attachment to the PTS Perimeter takes effect on the effective date of the CART or Metering Data Service Contract with RTE for the Site or Generation Facility concerned, or the Transaction in question in the case of a newly connected Site, an Imbalance at Borders for a newly connected NID, a new contract or a new Transaction.

3.F.3.2. Change of BRP for an element at the request of a Market Participant

A Market Participant may change BRP for one of the elements listed in Articles 3.F.1.1 and 3.F.1.2 by:

- For the period before date RE_1, sending RTE an attachment agreement drawn up using the form contained in Appendix 3.A5, duly signed by the new BRP and itself; The reception of Appendix 3.A5 entails the de facto removal of the element from the perimeter of the original BRP;
- From date RE_1, declaring the new attachment via the RTE Website, using the form contained in Appendix 3.A6, duly signed by the BRP and itself. The signature of Appendix 3.A6 entails the de facto removal of the perimeter of the original BRP.

If this declaration is received by RTE at least 7 days before the end of Month M, the change of Balance Perimeter takes effect on the 1st day of Month M+1. If this declaration is received less than 7 days before the end of Month M, the change of Balance Perimeter takes effect on the first day of Month M+2.

RTE may exceptionally authorize the change of Balance Perimeter during Month M, serving advance notice of at least 7 days before the desired effective date:

- in the case of a BRP procedure for termination in application of Article 3.D.3;
- in the case of the inclusion or removal of a Site or Generation Facility from the Purchase Obligation scheme;

In the 5 Business Days following reception of Appendix 3.A5 or Appendix 3.A6, as applicable, RTE shall inform the BRP whose Balance Perimeter contained the element concerned of the removal of that element from its Balance Perimeter, and the date on which the removal will take effect.

At the same time and under the same conditions, RTE informs the new BRP of the date on which the element's attachment to its Balance Perimeter takes effect.

3.F.3.3. Removal of an element by the BRP

If, during the validity period of the contract, the BRP wishes to remove from its Balance Perimeter one of the elements listed in Articles 3.F.1.1 and 3.F.1.2:

- For the period before date RE_1, it notifies RTE via the form contained in Appendix 3.A7;
- From date RE_1, it declares this via the RTE Website, using the form provided in Appendix 3.A8.

If the declaration is received by RTE at least 7 days before the end of Month M, the change of Balance Perimeter takes effect on the 1st day of Month M+2. If the declaration is received less than 7 days before the end of Month M, the change of Balance Perimeter takes effect on the first day of Month M+3.

In the event of the inclusion or removal of a Site or a Generation Facility from the purchase obligation scheme, RTE may exceptionally authorize the change of Balance Perimeter in the course of Month M, serving advance notice of at least 1 month before the desired effective date.

In the 5 Business Days following the declaration by the BRP, RTE informs the holder of the elements listed in Articles 3.F.1.1 and 3.F.1.2 of the removal of the item concerned from the Balance Perimeter to which it was attached, and the date on which such removal will take effect.

3.F.3.4. Removal of an element at RTE's behest

RTE may remove an element from the PTS Perimeter by terminating the contracts referred to in Article 3.F.1, the Transmission System Access Contract, the Metering Data Service Contract, or the NID Transmission System Access Contract with RTE held by a Site, GU or the Imbalance at Borders of the NID attached to the Balance Perimeter, in compliance with the conditions of termination imposed by each of these contracts. In this case, it shall notify the BRP of termination no later than 5 Business Days before the effective date of the termination.

The contract terminated by RTE (or the Transaction attached to a Participation Agreement terminated by RTE) or, according to the case, the Site, GDP or the Imbalance at Borders, shall be deemed no longer to be part of the Balance Perimeter on the effective date of the termination by RTE.

In the 5 Business Days following the notification of the BRP, RTE shall notify the holder of the elements listed in Articles 3.F.1.1 and 3.F.1.2 of the removal of the item concerned from the Balance Perimeter to which it was attached and the date on which such removal will take effect.

RTE may also remove an element from the PTS Perimeter by terminating the contract binding it to the BRP, in accordance with Articles 3.D.3.2 and 3.R.1.16.2. In such a case, it shall notify the holder of the elements listed in Articles 3.F.1.1 and 3.F.1.2 of the removal of the element concerned from the Balance Perimeter to which it was attached and the date on which removal takes effect, in accordance with Article 3.D.3.2.

3.F.3.5. Attachment of Auxiliaries ("dual attachment" procedure)

At an Injection Site holding a CART or a Metering Data Service Contract with RTE, or at a Generation Facility covered by a Metering Data Service Contract with RTE, the attachment of Auxiliaries to a Balancing Perimeter other than that of the Generation Unit(s) may be initiated by the holder of the CART or Metering Data Service Contract.

To initiate this dual connection, the User:

- In the period before date RE_1, sends RTE two signed Attachment Agreements prepared using the form contained in Appendix 3.A5, both with the same effective date;
- From date RE_1, declares via the RTE website two signed Attachment Agreements prepared using the form contained in Appendix 3.A6, both with the same effective date;

The change of Balance Perimeter takes effect within the time limits given in Article 3.F.3.2.

If the User has opted for dual attachment as described in this Article, the continued treatment of the Auxiliary as an element separate from the Generation Unit is conditional on it continuing to be effectively attached to a Balance Perimeter. Accordingly, if the BRP declares the removal of the Auxiliaries from its Perimeter and RTE has not received a declaration by the User of the attachment of the Auxiliaries to the Perimeter of a new BRP by the effective date of the removal from the Balance Perimeter defined in Article 3.F.3.3, RTE adds the Auxiliaries to the Perimeter of the BRP of the Generation Unit(s) belonging to the Generation Facility.

In the 5 Business Days following reception of Appendix 3.A5 or 3.A6, as applicable, by the Auxiliaries' Balance Responsible Party, RTE shall inform the BRP of the associated Generation Unit(s) of the reception of this request.

In the 5 Business Days following the effective date of the change of Balance Perimeter, RTE shall inform the BRP of the Generation Unit(s) of the addition of the Auxiliaries to its Balance Perimeter and of the date on which addition took effect. RTE informs the User at the same time, subject to the same conditions.

3.F.3.6. Transfer of Balance Perimeter at the request of the Mandatory Electricity Purchaser

For Generation Sites or Facilities benefiting from the Purchase Obligation, the Mandatory Electricity Purchaser may request, by simple Notification to RTE, the transfer of the following elements to a new Balance Perimeter:

- an Injection Site holding a CART or a Metering Data Service Contract;
- a Generation Facility covered by a Metering Data Service Contract;
- one or more Generation Units of a Generation Facility covered by a Metering Data Service Contract with RTE or of an Injection Site holding a CART or a Metering Data Service Contract, provided it is technically possible for RTE to associate the latter with a remotely-read Load Curve for generation, identified by a specific ""code décompte" in accordance with the IS Terms and Conditions.

The Mandatory Electricity Purchaser may designate itself as the element's new BRP, or designate a third party, subject to proof of the latter's consent being sent to RTE.

If the Notification is received by RTE at least 7 Days before the end of Month M, the change of Balance Perimeter shall take effect on the 1st day of Month M+1. If the Notification is received less than 7 Days before the end of Month M, the change of Balance Perimeter shall take effect on the 1st day of Month M+2.

In the event of the inclusion or removal of a Site or a Generation Facility from the purchase obligation scheme, RTE may exceptionally authorize the change of Balance Perimeter in the course of Month M, serving advance notice of at least 1 month before the desired effective date.

In the 5 Business Days following the Notification of RTE, the Mandatory Electricity Purchaser also notifies the User concerned by the change:

- the removal of the element from the Balance Perimeter to which it was attached, and the date on which this transfer takes effect;
- the identity of the new BRP.

In the event the Mandatory Electricity Purchaser has requested only the transfer of the Generation Unit(s) of a Generation Facility and the User has not already initiated a dual attachment in application of Article 3.F.3.5, the Mandatory Electricity Purchaser shall also notify the User of the identity of the BRP of the Auxiliaries of the Generation Unit(s), which corresponds to the BRP of the Generation Unit(s) before the request to transfer them.

If RTE receives, for a month M, a request from a User for a dual attachment in application of Article 3.F.3.5 and a request from the Mandatory Electricity Purchaser submitted in accordance with the provisions of the above paragraph, the attachment requested by the User for the Auxiliaries of its Generation Unit(s) takes precedence.

In all cases, and pursuant to Article 3.F.3.5, the User retains the ability to initiate a dual attachment and/or change the BRP of the Auxiliaries in its Generation Unit(s).

3.G. Qualification of Entities in the Balance Perimeter

Not applicable.

3.H. Contracting of reserves

Not applicable.

3.I. Block exchange scheduling

3.I.1. Description of the Block Exchange Service

A BRP has access to the Block Exchange Service provided for in the present Article 3.I upon the entry into force of its Participation Agreement as Balance Responsible Party.

In order to participate in the Block Exchange Service, the BRP:

- declares it has access to and is cognizant of the IS Terms and Conditions, which may be consulted on the RTE website;
- accesses the RTE Information System and uses the Block Exchange Programme (PEB) application provided to it under the IS Terms and Conditions.

BRPs may exchange Blocks through over-the-counter agreements. These exchanges, the specific terms of which are governed by a private contract drawn up by the BRPs, are transmitted to RTE via the Block Exchange Service, the purpose of which is to keep account, within the Balance Perimeter of each BRP which is party to the exchange, of the energy volumes thereby transferred. Each BRP sends RTE each of the exchanges it has contracted with other BRPs. Each exchange is formalized by a Block Exchange Program (PEB), a purchase BEP for the buyer and a sale BEP for the seller.

A BRP may also sell Blocks to a Consumer for a Remote-read Consumption Site. These sales, the specific terms of which are governed by a private contract between the BRP and the Consumer for the Consumption Site, are transmitted to RTE via the Block Exchange Service. The volume of PEB energy transferred in this way is recorded as a sale PEB in the Balance Perimeter of the vendor BRP, and is included in the calculation of Adjusted Consumption and Non-Block Consumption of the Consumption Site. A BRP may only sell Blocks to a Consumer for a Remotely-Read Consumption Site that meets the following cumulative conditions:

- the Consumption Site must not be attached to the Perimeter of the BRP as a load extraction element;
- the Consumer must hold a Transmission System Access Contract (CART), a Distribution System Access Contract (CARD), or a Metering Data Service Contract for this Site.

The BRP must notify RTE of the existence of an agreement between the BRP and the Consumer for the Consumption Site in question, sending a Block Exchange Notification (BRP-Site NEB) using the form provided in Appendix 3.A12 , duly completed. After serving notification to RTE and before the closing dates given in Article 3.I.2, the BRP shall notify RTE of each Block Exchange Programme (sale) in accordance with the procedures laid down in Article 3.I.5.

If RTE's Participation Agreement with the BRP is terminated for any reason, no PEB concerning a delivery date falling later than or on the same day as the effective date of termination of the Participation Agreement will be taken into account. Similarly, if the Participation Agreement is suspended in application of Article 3.D.2, no PEB concerning a delivery date which falls within the suspension period will be taken into account.

3.I.2. Addition of a BRP-Site NEB

The addition of a BRP-site NEB notified by the BRP to RTE shall be taken into account as follows:

- if the BRP's Notification reaches RTE between 12:00 on the Monday of week W-2 and 12:00 on the Monday of week W-1, the addition of the BRP-Site NEB takes effect at 00:00 on the Wednesday of week W.
- if the BRP's Notification reaches RTE at least 10 days before the end of Month M, the addition of the BRP-Site NEB takes effect at 00:00 on the last Day of Month M.

A BRP-Site NEB to a Site connected to the DSO's network shall only take effect if the DSO authorizes RTE to set up Block Exchanges in accordance with Article 3.R.1.6.

As from the date on which the addition of a BRP-Site NEB takes effect, the BRP may send RTE a sale PEB destined for the Consumption Site designated in the BRP-Site NEB, for deliveries taking place from 00:00 on the day following the day on which the sale takes effect.

3.I.3. Elimination of a BRP-Site NEB

To eliminate a BRP-Site NEB, the BRP must notify RTE of the termination of the agreement between the BRP and the Consumer by completing and submitting the form contained in Appendix 3.A13.

Elimination of a BRP-Site NEB, as notified by the BRP to RTE, occurs as follows:

- if the BRP's Notification reaches RTE before 12:00 on the Monday of week W, the elimination of the BRP-Site NEB takes effect on the Wednesday of week W;
- If the BRP's Notification is received 5 days before the end of Month M, the elimination of the BRP-Site NEB takes effect on the last day of Week W+1.

As from the effective date of the elimination of the BRP-Site NEB, no PEB concerning a delivery date after or on the effective date will be taken into account.

3.I.4. Content of a PEB

Under the IS Terms and Conditions, a PEB submitted by a BRP to RTE must contain the following information:

1. the identity of the BRP or the Remotely Read Consumption Site buying the energy;
2. the identity of the BRP selling the energy;
3. the Delivery Day concerned;
4. the type of exchange concerned: D-1 or intra-day PEB;
5. the PEB version number;
6. the Time Series of 48 power values for a delivery day before date RE_{18} and 96 power values for a delivery day after date RE_{18} (excluding specific time change cases as described in Article 3.I.7).

The power Time Series values are expressed to the nearest 1/100th MW.

PEBs can be updated under the conditions given in Articles 3.I.4 to 3.I.6.

The acceptance of a PEB by RTE results in the inclusion of the energy of the Blocks accepted in the Balance Perimeters of the buyer and seller BRPs, and in the Adjusted and Non-Block Consumption calculations of the Consumption Site in the case of a BRP-Site NEB addressed by Article 3.L.5.

Liability arising from the harmful consequences of the non-acceptance of a PEB in application of the present Article 3.I.4, or the modification of the power values of a PEB under the provisions of Article 3.I.5, shall be determined by the OTC contract between the buyer or vendor BRP and its counterparty (BRP or Consumer).

3.I.5. PEB declaration process

The BRP sends RTE a D-1 PEB strictly before 16:30 on the day before day D. Such a Notification must arrive no earlier than 30 days before day D.

The BRP sends RTE an intraday PEB arriving no earlier than 16:30 on day D-1 inclusive, and strictly before 23:30 on day D before date RE_{18} or strictly before 23:45 on day D after date RE_{18}.

On its reception of D-1 PEB, RTE checks that the conditions of acceptance set out in the IS Terms and Conditions Rules are met, in particular:

– compliance with the deadline for the submission of the PEB;

– the fact that the vendor BRP and, as applicable, the purchaser BRP hold a Participation Agreement whose validity extends at least to the PEB delivery date inclusive;

– if the energy purchaser is a Remotely Read Consumption Site, the BRP issuing the PEB has sent RTE a BRP-Site NEB within the timeframe given in Article 3.I.2, whose validity extends at least to the PEB Delivery Day inclusive;

RTE then issues its acceptance/refusal of the PEB.

3.I.5.1. D-1 Block Exchange Programmes

Upon acceptance of a D-1 PEB and in the case of a PEB between two BRPs, RTE checks that it has received a PEB from the BRP's counterparty, presenting strictly identical data for items (1) to (4) addressed in Article 3.I.4; RTE then carries out a consistency check between the power value time series contained in the PEBs reported by the counterparties. RTE selects a power value equal to the minimum of the two power values declared by the counterparties for each step in the Time Series.

From 14:00 on D-1, RTE checks that the vendor BRP and, as applicable, the purchaser BRP, are not subject to a suspension of their Participation Agreement under Article 3.D.2.

The BRP may monitor the status and content of its PEB as soon as it is sent, no earlier than 30 days before day D.

3.I.5.2. Intraday Block Exchange Programmes

On its reception of an intraday PEB:

- RTE checks that the Time Series of power values contained in the PEB does not change the Time Series intervals preceding the acceptance time of the PEB, rounded up to the nearest Time Series interval. For each Time Series interval preceding the time of reception of the PEB rounded up to the nearest Time Series interval, RTE retains a power value equal to the value contained in the previously accepted PEB. For each Time Series interval after the time of reception of the PEB rounded up to the nearest Time Series interval, RTE retains the power value newly declared by the BRP;
- in the case of a PEB between two BRPs, RTE checks that it has received a PEB from the BRP's counterparty, presenting strictly identical data for items (1) to (4) required under Article 3.I.4, and then carries out a consistency check between the Time Series of the retained power values in the PEBs of the counterparties. If the PEBs are not consistent across all Time Series intervals, RTE shall use the values given in the previous PEB for the Time Series intervals. Where no previous PEB is selected, RTE retains a value of zero;
- RTE checks that the vendor BRP, and as applicable the purchaser BRP, are not subject to suspension of their Participation Agreement under the provisions of Article 3.D.2.

The BRP may monitor the status and content of its PEB in real time.

3.I.6. Process for modifying a PEB

Pending RTE's acceptance of a PEB, all new PEBs with incremented version number issued by the BRP shall annul and replace PEBs previously issued by the BRP, on condition values (1) to (3) in Article 3.I.4 remain the same. The new PEB and the previous PEB issued by its counterparty will then be admitted by RTE in the subsequent steps, as described in Article 3.I.5.

Once accepted by RTE, the BRP may also update a PEB by issuing a new PEB with incremented version number and containing the same values for items (1) to (3) given in Article 3.I.4. The new PEB and the previous PEB issued by its counterparty will then be admitted by RTE in the subsequent steps, as described in Article 3.I.5.

3.I.7. Special case for the Time change

3.I.7.1. Delivery day before date RE_{18}

The Time Series of power values of a PEB is modified as follows:

- When the clocks switch to Wintertime, the BRP provides a Time Series of 50 Half-Hourly intervals for delivery day D;
- When switching to Daylight Saving Time, the BRP provides a Time Series of 46 Half-Hourly intervals for delivery day D.

3.I.7.2. Delivery day from date RE_{18}

The Time Series of power values of a PEB is modified as follows:

- When the clocks switch to Wintertime, the BRP provides a Time Series of 100 Quarter-Hourly intervals for delivery day D;
- When the clocks switch to Summertime, the BRP provides a Time Series of 92 Quarter-Hourly intervals for delivery day D;

3.I.7.3. Special case: transition to degraded mode

For the purposes of the present Article 3.I, degraded mode designates cases where the Information System cannot fulfil its functions for the implementation of the Block Exchange Service.

In this case, RTE declares the transition to degraded mode to the BRP. The BRP then follows the instructions issued by RTE when declaring the transition to degraded mode. RTE also informs the BRP of the end of degraded mode.

3.I.7.4. Availability rate of the Block Exchange Service

RTE makes every effort to achieve an availability rate of 98% or higher for the Block Exchange Service.

3.I.8. Declaration of Import or Export Transactions or Block Exchange Programmes on behalf of a company

When a company purchases and/or sells energy and requests a BRP to nominate these energy volumes on its behalf via Import or Export Transactions or Block Exchange Programmes, the BRP concerned by this request must first notify RTE and the CRE by completing and sending the form contained in Appendix 3.A9.

Where the BRP wishes to cease nominating energy volumes on behalf of the company, it notifies RTE and the CRE using the same form contained in Appendix 3.A9.

3.J. Constitution of energy bids

Not applicable.

3.K. Use of energy bids by RTE

Not applicable.

3.L. Energy control

3.L.1. Breakdown of quantities injected and extracted in the PTS and/or PDS Perimeter

Each quantity is timestamped (years, days, hours) at the beginning of the measurement period.

Time Series in the Imbalance Settlement Period are established in the following manner:

- Before date RE_{15}:
    - Before date RE_{16}, the transition from three 10-minute points in average power to a Half-Hourly energy interval takes place by a sum of three points divided by 6. Consequently, the first Half-Hourly point in average energy (00:00) is equal to the sum of the three average power points 00:00, 00:10 and 00:20 divided by 6. The 48th average energy point (23:30) is equal to the sum of the three average power points 23:30, 23:40 and 23:50 divided by 6
    - Before date RE_{16}, the transition from six 5-minute points in average power to a Half-Hourly energy interval takes place by a sum of six points divided by 12.

      Consequently, the first Half-Hourly point in average energy (00:00) is equal to the sum of the six average power points 00:00, 00:05, 00:10, 00:15, 00:20 and 00:25 divided by 12. The 96th average energy point (23:30) is equal to the sum of the six average power points 23:30, 23:35, 23:40, 23:45, 23:50, 23:55 divided by 12.
- Before date RE_{15}: the transition from three 5-minute points in average power to a Quarter-Hourly interval in energy is made by the sum of the three points divided by 12.

  Consequently, the first Quarter-Hourly point in average energy (00:00) is equal to the sum of the three average power points 00:00, 00:05 and 00:10 divided by 12. The 96th point in average energy (23:45) is equal to the sum of the three average power points 23:45, 23:50, 23:55 divided by 12.

For the calculation of the Imbalance described in Article 3.L.5.1 and the calculation of Physical Extraction Withdrawal described in Article 3.L.4, the Physical Data used in the breakdown for Sites and Auxiliaries connected to the PTS is calculated on the basis of the Validated Metering Data.

3.L.1.1. Metering of Consumption sites, Injection Sites and Generation Facilities connected to the PTS

The procedures for calculating the quantities of energy extracted or injected by Consumption Sites, Injection Sites and Generation Facilities connected to the PTS and attached to the Balance Perimeter of the BRP, are those defined in the CART or Metering Data Service Contracts with RTE held by these Sites.

This calculation is valid for the inclusion of quantities extracted or injected by Sites or Generation Facilities in the calculation of the Imbalance described in Article 3.L.5.1 and the calculation of the Physical Extraction described in Article 3.L.4.

3.L.1.2. Metering of the Auxiliaries of an Injection Site or a Generation Facility attached to the PTS

For implementation of the specific procedures for separate attachment of the Auxiliaries in application of Article 3.F.3.5, the energy extracted by the Auxiliaries is measured according to the following method:

- if the Auxiliaries belong to an Injection Site holding a CART, the energy extracted by the Auxiliaries and included in the calculation of the Imbalance described in Article 3.L.5.1 or the calculation of the Physical Extraction described in Article 3.L.4 corresponds to the Extraction defined in the CART;
- If the Auxiliaries belong to an Injection Site or Generation Facility covered by a Metering Data Service Contract with RTE, the energy extracted by the Auxiliaries and included in the calculation of the Imbalance described in Article 3.L.5.1 or the calculation of the Physical Extraction described in Article 3.L.4 corresponds to the Extraction defined in the Metering Data Service Contract.

3.L.1.3. Metering of Primary and Secondary Frequency Restoration energy

For the GUs participating in the Frequency Containment or Automatic Frequency Restoration Reserves, RTE calculates the energy produced or saved in proportion to the participation of the GUs in the Frequency Containment or Automatic Frequency Restoration Reserve. Energy is metered in accordance with Chapter 4 of the Rules. This metering data is valid for correcting the quantities injected by Injection Sites, Generation Facilities and GUs (when the Actor opts for dual attachment as provided in Article 3.F.3.5) in the calculation of the Imbalance described in Article 3.L.5.1.

For the Consumption Sites participating in the Frequency Containment or Automatic Frequency Restoration Reserve, RTE calculates the energy produced or saved in proportion to the participation of the Consumption Sites in the Frequency Containment or Automatic Frequency Restoration Reserve. Energy is metered in accordance with the procedures described in Chapter 4 of the Rules. This breakdown is valid for determining the Adjusted Consumption of Consumption Sites under the Corrected Payment Model as applicable, or for correcting the quantities extracted by the Consumption Sites for the calculation of the Imbalance defined in Article 3.L.5 or the calculation of the Temporal Reconciliation defined in Article 3.L.6 (before date RE_{19}).

3.L.1.4. Breakdown of Transactions, Grid Loss Compensation Agreements and Block Exchange Programmes

For the breakdown of Transactions, Grid Loss Compensation Agreements and Block Exchange Programmes, RTE uses the declarations which the BRPs or their authorized representatives have sent to RTE, and which RTE has accepted.

3.L.1.5. Breakdown of quantities injected and extracted in the Perimeter of power exchanges active on the French market

The terms and conditions applicable to the Balance Perimeter elements of the power exchanges operating on the French market have been agreed between the BRP and their Nomination Agents.

On behalf of the BRP, the Nomination Agents of the power exchanges active on the French market send to RTE, on D-1 for delivery day D or on D for delivery day D:

- the Balance of purchases on the Short-Term Market;
- the Balance of sales on the Short-Term Market;
- the Balance of purchases on the Futures Market;
- the Balance of sales on the Futures Market;

3.L.1.6. Breakdown of quantities injected and extracted in the Perimeter covered by ARENH (regulated access to historic nuclear energy) rights

For a given delivery period, and as defined by Decree no. 2011-466 of 28 April 2011 laying down the rules for regulated access to historic nuclear energy, the CRE sends RTE:

- Injections under ARENH (regulated access to historic nuclear energy) rights for the BRP of ARENH purchasers;
- Load extractions under ARENH (regulated access to historic nuclear energy) rights, for the BRP of the ARENH vendor, i.e. Electricité de France.

3.L.1.7. Breakdown of quantities corresponding to upward or downward balancing operations from an Injection or Exchange Point BE

Volumes activated and attributed are included in the calculation of the Imbalance, in accordance with Article 3.L.5.1.

3.L.1.7.1. Step one: RTE calculates Volumes Activated relative to PTS or PDS Injection BEs or Exchange Point BEs

Volumes activated in the upward (or downward) direction relative to PTS or PDS Injection BEs and Exchange Point BEs attached to the Perimeter of the BRP are calculated for each Imbalance Settlement Period as the sum of the upward (or downward) Actual Expected Volumes of the aforementioned BEs, as defined in Chapter 2 of the Rules.

3.L.1.7.2. Step two: RTE calculates Volumes Attributed relative to PTS or PDS Injection BEs or Exchange Point BEs

Upward (or downward) Volumes Attributed relative to PTS or PDS Injection BEs and Exchange Point BEs attached to the Perimeter of the BRP are calculated for each Imbalance Settlement Period as the sum of the upward (or downward) Achieved Volumes for the aforementioned BEs, as defined in Chapter 2 of the Rules.

3.L.1.8. Breakdown of quantities corresponding to upward or downward balancing operations in respect of Consumption BEs and Load Reduction Schedules or Shifted Load Schedules from DRE

3.L.1.8.1. Principles

The energies corresponding to the following quantities shall be taken into account in the allocation process, in accordance with the calculation procedures described below and in Articles 3.L.5 and 3.L.6:

- volumes activated upwards or downwards, then volumes attributed upwards or downwards, from a Remotely-Read Consumption BE or Profiled BE;
- Retained Load Reduction Schedules or Retained Shifted Load Schedules, then the Achieved Load Reduction Time Series or Achieved Shifted Load Time Series, from Remotely Read or Profiled DREs.

In the specific case of a Remotely Read Consumption Site with a Corrected Payment Model, inclusion in the allocation process is via the Site's Adjusted Consumption.

Articles 3.L.1.8.4 to 3.L.1.8.5 are applicable in regard to the inclusion in the allocation process of activated volumes, then of attributed volumes, from a Remotely Read or Profiled Consumption BE, and of Retained Load Reduction Schedules or Retained Shifted Load Schedules, then Achieved Load-Reduction Time Series or Achieved Shifted Load Time Series from a Remotely Read or Profiled DRE.

To take into account the Retained Load Reduction Schedules, the Retained Shifted Load Schedules, then the Achieved Load-Reduction Time Series and the Achieved Load-Reduction Time Series from a Remotely Read DRE or Profiled DRE, the terms given below should be replaced as shown:

- Balancing Service Provider by Demand Response Aggregator;
- Consumption BE or BE by DRE;
- Chapter 2 of the Rules by NEBEF Rules;
- Actual Expected Volume upwards by Retained Load Reduction Schedule;
- Actual Expected Volume downwards by Retained Shifted Load Schedule;
- $VA_{Effectif,H}(EDA_j)$, Expected Actual Volume upwards at BE level EDA_j by $V_{Effacé}(EDE_j)$, the volume of demand response energy at DRE level EDE_j;
- $VA_{Effectif,B}(EDA_j)$, Actual Expected Volume downward at the level of a BE EDA_j by $V_{Shifted\ Load}(EDE_j)$, the volume of load-shifted energy at the level of a DRE EDE_j ;
- $V_{Activé,H}(RE_r)$, volume activated upwards at the perimeter of a BRP RE_r by $V_{Effacé}(X^{EDEj})$, demand response volume at the level of a DRE sub-unit EDE_j;

- $V_{Activé,B}(X^{EDA_j})$, volume activated downwards at the level of a BE sub-unit EDA_j by $V_{Shifted\ Load}(X^{EDE_j})$, volume of load-shifted energy at the level of a DRE sub-unit EDE_j;
- C^{BM}, Balancing Capacity by C^{NEBEF}, Demand Response Capacity;
- Article 3.P.2.4 by Article 3.P.2.5.

3.L.1.8.2. Notations and useful data

Note for each EDA_j:

- $\left\{Sites_{MRC,RE_r,EDA_j}\right\}$: all the Remotely-read Consumption sites belonging to a Remotely-read Consumption BE EDA_j attached to the Balance Responsible Party RE_r and applying the Regulated Payment Model or the Contractual Payment Model;
- $Site_{s,MC,EDA_j}$: a Remotely-read Consumption Site s belonging to a Remotely-read Consumption BE EDA_j and applying the Corrected Payment Model;
- X^{EDA_j}: a given sub-unit of a EDA_j;
- $VA_{Effectif,Sens_K}(EDA_j)$: the Actual Expected Volume in bid direction $Sens_K$ on a EDA_j prepared in accordance with Chapter 2 of the Rules;
- $V_{Activé,Sens_K}(X^{EDA_j})$: the volume of energyactivated in the bid direction $Sens_K$ on the perimeter of the sub-unit X^{EDA_j} at the Control Interval concerned. The activated volume is defined in terms of energy, and reflects the contribution of the sub-unit X^{EDA_j} to the Actual Expected Volume ($VA_{Effectif,Sens_K}(EDA_j)$) of the EDA_j. Therefore: $V_{Activé,Sens_K}(X^{EDA_j}) \subset VA_{Effectif}(EDA_j)$;
- $VR_{Sens_K}(X^{EDA_j})$: the function calculating the Volume Achieved in the bid direction $Sens_K$ at the perimeter of the sub-unit X^{EDA_j}. It is calculated by applying to the sub-unit X^{EDA_j} the method for calculating Volumes Achieved applied to the EDA_j in accordance with the procedures laid down in Chapter 2 of the Rules;
- $V_{Attribué}(X^{EDA_j})$: the Volume Attributed at the perimeter of sub-unit X^{EDA_j} at the Control Interval concerned. The Volume Attributed is defined in terms of energy, and reflects the contribution of the perimeter of the sub-unit X^{EDA_j} to the Volume Achieved ($VR(EDA_j)$) of theEDA_j;
- $TypeCdC$: the type of Load Curve to which the energy extracted by a Consumption Site is allocated for calculating the Imbalance of its BRP. There are two types of Load Curve:
  - $TypeCdC_{Estim}$: this method applies to Profiled Consumption Sites whose consumption Load Curve is estimated by Profiling;
  - $TypeCdC_{Télé}$: this method applies to Remotely-read Consumption Sites and to Profiled Consumption Sites connected to a Public Distribution Network managed by a DSO which applies simplified rules for the flow reconstitution process to these Consumption Sites under the provisions of Article 3.R.1.13;
- $Sens_K$: The direction of a Balancing Bid (upwards or H downwards: B).

- $C^{BM}_{Sens_K}(Site_s)$: the Balancing Capacity of a $Site_s$ in bid direction $Sens_K$ declared by the Balancing Service Provider in accordance with the procedures laid down in Chapter 2 of the Rules. There are two types of Balancing Capacities:
  - $C^{BM}_H(Site_s)$: the maximum upward power variation declared by a Balancing Service Provider for a $Site_s$;
  - $C^{BM}_B(Site_s)$: the maximum downward power variation declared by a Balancing Service Provider for a $Site_s$;
- $t \in [1, T]$: one of the 5-Minute Intervals t which constitute the Control Interval in question.

3.L.1.8.3. Step one: RTE calculates the Distribution Keys

3.L.1.8.3.1. Principles

The Distribution Keys defined below allow the energies corresponding to the activated Balancing Offers to be allocated and then the Volumes Achieved at the level of a Consumption BE according to the different BRPs of the Consumption Sites and according to the different Consumption sites applying the CorrectedPayment Model and constituting this BE.

The Distribution Keys are determined with a level of precision of seven significant digits.

The Distribution Keys are calculated monthly by RTE, at the end of Month M, and are applicable by RTE for Month M+1.

3.L.1.8.3.2. Distribution Key associated with a Profiled Consumption BE

For a Consumption BE, EDA_j the Distribution Key associated with the RE_r, the GRD_g, and the type of Load Curve $TypeCdC_L$ is calculated by RTE on the basis of the Subscribed Powers associated with the RE_r, the GRD_g and the $TypeCdC_L$ calculated by RTE in accordance with the terms of Chapter 2 of the Rules:

$$Key(RE_r, TypeCdC_L, GRD_g, EDA_j) = \frac{\sum_s P_{Subscribed}\left(Site_{s,RE_r,TypeCdC_L,GRD_g,EDA_j}\right)}{\sum_s P_{Subscribed}\left(Site_{s,EDA_j}\right)}$$

Where:

- $\sum_s P_{Subscribed}\left(Site_{s,RE_r,TypeCdC_L,GRD_g,EDA_j}\right)$: the aggregate Subscribed Power of the Consumption Sites $Site_{s,RE_r,TypeCdC_L,GRD_g,EDA_j}$ associated with the RE_r, the GRD_g and the $TypeCdC_L$ and belonging to the Profiled Consumption BE EDA_j (unit: kVA);
- $\sum_s P_{Subscribed}\left(Site_{s,EDA_j}\right)$: the aggregate Subscribed Power of all the Consumption Sites $Site_{s,EDA_j}$ in the Profiled Consumption BE EDA_j (unit: kVA).

3.L.1.8.3.3. Distribution keys associated with a Remotely-read Consumption BE

For a Remotely Read Consumption BE EDA_j, we can distinguish between the following Distribution Keys:

– the Distribution Key associated with the bid direction $Sens_K$ and the Balance Responsible Party RE_r, for all Sites applying the Regulated or Contractual Payment Model $\{Sites_{MRC}\}$ belonging to the EDA_j, is calculated on the basis of the Balancing Capacities of the Consumption Sites declared by the Balancing Service Provider in accordance with Chapter 2 of the Rules:

$$Key\left(Sens_K, \{Sites_{MRC}\}, RE_r, EDA_j\right) = \frac{\sum_s C_{Dir_K}^{BM}\left(Site_{s,MRC,RE_r,EDA_j}\right)}{\sum_s C_{Dir_K}^{BM}\left(Site_{s,EDA_j}\right)}$$

Where:

- $\sum_s C_{Dir_K}^{BM}\left(Site_{s,MRC,RE_r,EDA_j}\right)$: the aggregate Balancing Capacity in $Sens_K$ of Consumption Sites $Site_{s,MRC,RE_r,EDA_j}$ applying the Regulated or Contractual Payment Model, associated with the RE_r and constituting the Remotely-read Consumption BE EDA_j (unit: kW);
- $\sum_s C_{Dir_K}^{BM}\left(Site_{s,EDA_j}\right)$: the aggregate Balancing Capacity in $Sens_K$ of all Consumption Sites $Site_{s,EDA_j}$ constituting the Remotely-read Consumption BE EDA_j (unit: kW).

– the Distribution Key associated with the bid direction $Sens_K$ and a Consumption Site $Site_{s,MC}$ applying the Corrected Payment Model, calculated on the basis of the Balancing Capacities of the Consumption Sites declared by the Balancing Service Provider in accordance with Chapter 2 of the Rules:

$$Key\left(Sens_K, Site_{s,MC}, EDA_j\right) = \frac{C_{Sens_K}^{BM}\left(Site_{s,MC,EDA_j}\right)}{\sum_s C_{Sens_K}^{BM}\left(Site_{s,EDA_j}\right)}$$

Where:

- $C_{Sens_K}^{BM}\left(Site_{s,CM,EDA_j}\right)$: the Balancing Capacity in $Sens_K$ of Consumption Site $Site_{s,CM,EDA_j}$ applying the Corrected Payment Model and belonging to the Remotely-read Consumption BE EDA_j (unit: kW);
- $\sum_s C_{Sens_K}^{BM}\left(Site_{s,EDA_j}\right)$: the aggregate Balancing Capacity in $Sens_K$ of all Consumption Sites $Site_{s,EDA_j}$ constituting the Remotely-read Consumption BE EDA_j (unit: kW).

3.L.1.8.4. Step two: calculation by RTE of energy values corresponding to activated volumes, at a level of granularity lower than the BE

The following energy values are determined to the nearest kWh.

They are included in the flow reconstitution process between D+3 and the implementation of performance control.

Details on how to publish this data are set out in Article 3.P.2.4.

3.L.1.8.4.1. Calculation for a Profiled Consumption BE

The volume activated by Control Interval in the bid direction $Sens_K$ assigned to a Balance Responsible Party RE_r, a GRD_g, and a Load Curve of type $TypeCdC_L$ is equal to the product of (i) the Actual Expected Volume in the $Sens_K$, $VA_{Effectif,Sens_K}(EDA_j)$for the EDA_j at the Control Interval concerned and (ii) the Distribution Key$Key(RE_r, TypeCdC_L, GRD_g, EDA_j)$ defined in Article 3.L.1.8.3.2.

$$V_{Activé,Sens_K}(RE_r, TypeCdC_L, GRD_g, EDA_j) = \sum_t VA_{Effectif,Sens_K}(EDA_j, t) \times Clé(RE_r, TypeCdC_L, GRD_g, EDA_j)$$

Where:

- $\sum_t VA_{Effectif,Sens_K}(EDA_j, t)$: the Actual Expected Volume of the Profiled Consumption BE EDA_j for $Sens_K$, aggregated over all 5-Minute Intervals t in the Control Interval (unit: kWh);
- $Key(RE_r, TypeCdC_L, GRD_g, EDA_j)$: the Distribution Key of the Profiled Consumption BE EDA_j associated with the RE_r, the GRD_g and the $TypeCdC_L$ (unitless).

3.L.1.8.4.2. Calculation for a Remotely Read Consumption BE

The volume activated per Control Interval in the bid direction $Sens_K$ assigned to a Balance Responsible Party RE_r for all Consumption Sites applying the Regulated or Contractual Payment Model $\{Sites_{MRC}\}$ and belonging to a Remotely-Read Consumption BE $EDA_j$is equal to the product of (i) the Actual Expected Volume in $Sens_K$ of $EDA_jVA_{Effectif,Sens_K}(EDA_j)$, and (ii) the Distribution Key $Key(Sens_K, \{Sites_{MRC}\}, RE_r, EDA_j)$ defined in Article3.L.1.8.3.3.

$$V_{Activé,Sens_K}(\{Sites_{MRC}\}, RE_r, EDA_j) = \sum_t VA_{Effectif,Sens_K}(EDA_j, t) \times Clé(Sens_K, \{Sites_{MRC}\}, RE_r, EDA_j)$$

Where:

- $\sum_t VA_{Effectif,Sens_K}(EDA_j, t)$: the Actual Expected Volume of the Remotely-read Consumption BE EDA_j for $Sens_K$, aggregated over all 5-Minute Intervals t in the Control Interval (unit: kWh);
- $Key(Sens_K, Sites_{MRC}, RE_r, EDA_j)$: the Distribution Key associated with the $Sens_K$ and the RE_r for all Consumption Sites applying the Regulated or Contractual Payment Scheme and belonging to the Remotely-read Consumption BE EDA_j (unitless).

The volume activated per Control Interval in bid direction $Sens_K$ assigned to a Remotely-read Consumption Site $Site_{s,MC}$ applying the Corrected Payment Model and belonging to the Remotely-read Consumption BE EDA_j is equal to the product of (i) the Actual Expected Volume in the $Sens_K$ of the EDA_j, $VA_{Effectif,Sens_K}(EDA_j)$ and (ii) the Distribution Key $Key(Sens_K, Site_{s,MC}, EDA_j)$ defined in Article 3.L.1.8.3.3.

$$V_{Activé,Sens_K}(Site_{s,CM}, EDA_j) = \sum_t VA_{Effectif,Sens_K}(EDA_j, t) \times Clé(Sens_K, Site_{s,CM}, EDA_j)$$

Where:

- $\sum_t VA_{Effectif,Sens_K}(EDA_j, t)$: the Actual Expected Volume of the Remotely-read Consumption BE EDA_j for $Sens_K$, aggregated over all 5-Minute Intervals t in the Control Interval (unit: kWh);
- $Key(Sens_K, Site_{s,MC}, EDA_j)$: the Distribution Key associated with the $Sens_K$ for the $Site_{s,MC,EDA_j}$ applying the Corrected Payment Model and belonging to the Remotely-read Consumption BE EDA_j (unitless).

3.L.1.8.5. Step three: calculation by RTE of Volumes Attributed to a at a level of granularity lower than the BE

The following energy values are determined to the nearest kWh. The rounding rules described in the General Provisions apply.

They are included in the reconstitution flow process after the implementation of performance control.

Details on how to publish this data are set out in Article 3.P.2.4.

3.L.1.8.5.1. Calculation for a Profiled Consumption BE

The Volume Attributed per Control Interval in bid direction $Sens_K$ associated with a Balance Responsible Party RE_r, a GRD_g and a Load Curve of type $TypeCdC_L$ for the Profiled Consumption BE EDA_j is equal to the product of (i) the Volume Achieved $VR_{Sens_K}(EDA_j)$ by the EDA_j in the Control Interval concerned and (ii) the Distribution Key $Key(RE_r, TypeCdC_L, GRD_g, EDA_j)$ defined in Article 3.L.1.8.3.2.

$$V_{Attribué,Sens_K}(RE_r, TypeCdC_L, GRD_g, EDA_j) = \sum_t VR_{Sens_K}(EDA_j, t) \times Clé(RE_r, TypeCdC_L, GRD_g, EDA_j)$$

Where:

- $\sum_t VR_{Sens_K}(EDA_j, t)$: the Volume Achieved of the Profiled Consumption BE EDA_j for the $Sens_K$, aggregated over all 5-minute steps t in the Control Interval (unit: kWh);
- $Key(RE_r, TypeCdC_L, GRD_g, EDA_j)$: the Distribution Key of the Profiled Consumption BE EDA_j associated with the RE_r, the GRD_g and the $TypeCdC_L$ (unitless).

3.L.1.8.5.2. Calculation for a Remotely Read Consumption BE

The Volume Attributed per Control Interval in bid direction $Sens_K$ associated with a Balance Responsible Party RE_r for all the Consumption Sites $\{Sites_{MRC}\}$applying the Regulated or Contractual Payment Model and belonging to the Remotely-read Consumption BE EDA_j is equal to:

$$V_{Attribué,Sens_K}(\{Sites_{MRC}\}, RE_r, EDA_j) = \sum_t \left(VR_{Sens_K}(EDA_j, t) \times \frac{\sum_s VR_{Sens_K}\left(Site_{s,MRC,RE_r,EDA_j}, t\right)}{\sum_r \sum_s VR_{Sens_K}\left(Site_{s,MRC,RE_r,EDA_j}, t\right) + \sum_s VR_{Sens_K}\left(Site_{s,CM,EDA_j}, t\right)} \right)$$

Where:

- $\sum_t VR_{Sens_K}(EDA_j, t)$: the Volume Achieved of the Profiled Consumption BE EDA_j in the $Sens_K$, aggregated over all 5-minute steps t in the Control Interval (unit: kWh);
- $\sum_t \sum_s VR_{Sens_K}\left(Site_{s,MRC,RE_r,EDA_j}, t\right)$: The Volume Achieved in the $Sens_K$ aggregated by all Consumption Sites applying the Regulated or Contractual Payment Model in association with and belonging to the $RE_r EDA_j$. This Volume Achieved is aggregated over all 5-minute steps t which constitute the Control Interval (unit: kWh);
- $\sum_t \sum_r \sum_s VR_{Sens_K}\left(Site_{s,MRC,RE_r,EDA_j}, t\right)$: the sum of the Volumes Achieved in $Sens_K$ by all Sites applying the Regulated or Contractual Payment Model and belonging to the EDA_j, for all BRPs. These Volumes Achieved are aggregated over all 5-Minute Intervals t constituting the Control Interval (unit: kWh);
- $\sum_t \sum_s VR_{Sens_K}\left(Site_{s,CM,EDA_j}, t\right)$: the sum of the Volumes Achieved in $Sens_K$ by all Sites applying the Corrected Payment Model and belonging to the EDA_j. These Volumes Achieved are aggregated over all 5-minute steps t which constitute the Control Interval (unit: kWh);

The Volume Attributed per Control Interval in bid direction $Sens_K$ to each Remotely Read Consumption Site applying the Corrected Payment Model and integrated within a Remotely Read Consumption Site EDA_j is equal to:

$$V_{Attribué,Sens_K}(Site_{s,CM}, EDA_j) = \sum_t \left(VR_{Sens_K}(EDA_j, t) \times \frac{VR_{Sens_K}\left(Site_{s,CM,EDA_j}, t\right)}{\sum_r \sum_s VR_{Sens_K}\left(Site_{s,MRC,RE_r,EDA_j}, t\right) + \sum_s VR_{Sens_K}\left(Site_{s,CM,EDA_j}, t\right)} \right)$$

Where:

- $\sum_t VR_{Sens_K}(EDA_j, t)$: the Volume Achieved of the Profiled Consumption BE EDA_j in the $Sens_K$, aggregated over all 5-minute steps t in the Control Interval (unit: kWh);
- $\sum_t VR_{Sens_K}\left(Site_{s,CM,EDA_j}, t\right)$: The Volume Achieved in the $Sens_K$ by the Consumption Site $Site_{s,CM}$ applying the Corrected Payment Model and belonging to the EDA_j, aggregated over all 5-minute steps t which constitute the Control Interval (unit: kWh);
- $\sum_t \sum_r \sum_s VR_{Sens_K}\left(Site_{s,MRC,RE_r,EDA_j}, t\right)$: the sum of the Volumes Achieved in $Sens_K$ by all Sites applying the Regulated or Contractual Payment Model and belonging to the EDA_j, for all BRPs. These Volumes Achieved are aggregated over all 5-Minute Intervals t constituting the Control Interval (unit: kWh);
- $\sum_t \sum_s VR_{Sens_K}\left(Site_{s,CM,EDA_j}, t\right)$: the sum of the Volumes Achieved in $Sens_K$ in all Sites applying the Corrected Payment Model and belonging to the EDA_j. These Volumes Achieved are aggregated over all 5-minute steps t which constitute the Control Interval (unit: kWh);

3.L.1.9. Breakdown of Adjusted Consumption by Consumption Sites connected to the PTS

Under the definition of the term "Adjusted Consumption", RTE determines the Adjusted Consumption of each Remotely Read Consumption Site connected to the PTS at 10-minute intervals before date RE_{17} and at 15-Minute Intervals from date RE_{17}, for each day of Week W, based on the algebraic sum of the following items:

- the quantity of energy extracted by the Site;
- plus, where applicable, if the Site applies the Corrected Payment Model under Chapter 2 of the Rules, the upward balancing volumes provided by the Site and determined in accordance with Article 3.L.1.8.4 before implementation of performance control, then no later than the end of Month M+1, as determined in accordance with Article 3.L.1.8.5;
- plus, where applicable, the Primary and Secondary Frequency Restoration energy provided by the Site, established in accordance with Chapter 4 of the Rules;
- plus, where applicable, if the Site is in the Corrected Payment Model under the NEBEF Rules, the load reduction volumes provided by the Site from remotely read DREs determined in accordance with Article 3.L.1.8.4 before implementation of the performance control, then no later than the end of Month M+1 determined in accordance with Article 3.L.1.8.5;
- less, where applicable, if the Site applies the Corrected Payment Model under Chapter 2 of the Rules, the downward balancing volumes saved by the Site and determined in accordance with Article 3.L.1.8.4 before implementation of performance control, then no later than the end of Month M+1, as determined in accordance with Article 3.L.1.8.5;
- less, where applicable, the Primary and Secondary Frequency Restoration energy saved by the Site, determined in accordance with Chapter 4 of the Rules;

– less, where applicable, if the Site is in the Corrected Payment Model under the NEBEF Rules, the shifted load volumes provided by the Site from remotely read DREs determined in accordance with Article 3.L.1.8.4 before implementation of the performance control, then no later than the end of Month M+1, as determined in accordance with Article 3.L.1.8.5;

– less, where applicable, the energy of the Block Exchange Schedules brought to the Site under BRP-Site NEB.

When the sum of the above terms is negative, the Adjusted Consumption Curve of the Site is set to zero. The negative part is then assigned to a Remotely-Read Load Curve (Generation) for this same Site.

3.L.2. Breakdown of quantities injected and extracted in the PDS Perimeter transmitted by the DSO

Throughout this Article, and unless otherwise specified, Load Curves have the following granularity:

- Before date RE_{19}, in Half-Hourly Intervals.
- From date RE_{19}, in Quarter-Hourly Intervals.

By way of derogation, for DSO* which are Local Distribution Companies defined in Article L111-52(2) of the Energy Code, it is possible to continue to establish the Load Curves under Article 3.L.2.1 in Half-Hourly intervals up to date RE_{15}.

3.L.2.1. Data transmitted to RTE by DSOs

Each DSO informs RTE if the BRP is Active on its Network.

Each DSO on the network whose BRP is active sends RTE the following Load Curves for Week$S$:

– the Estimated Consumption Load Curve CdC_{Estim}^{Conso}, an aggregate of the estimated consumption of Profiled Consumption Sites attached to the Balance Perimeter;

– the Estimated Generation Load Curve CdC_{Estim}^{Prod}, an aggregate of the estimated generation of Profiled Injection Sites attached to the Balance Perimeter;

– the Remotely-Read Consumption Load Curve $CdC_{Télé}^{Conso}$, the sum of the Adjusted Consumption values for Consumption Sites attached to the Balance Perimeter and Blocks delivered by the BRP to Consumption Sites not attached to its Perimeter,

– the Remotely-Read Generation Load Curve $CdC_{Télé}^{Prod}$, the sum of the Remotely-Read Load Curves for Injection Sites attached to the Balance Perimeter.

If the Perimeter includes power losses on a DSO's network, this DSO must send RTE the Estimated Load Curve for the power losses CdC^{Pertes} at the same time.

If the DSO has activated PDS Network Flexibilities on the perimeter of an RE, this DSO shall at the same time send RTE the Time Series of the PDS Network Flexibility activations in cases where the contractual framework provides for a correction of Balance Perimeter, aggregated at BRP level and established at a granularity consistent with the Imbalance Settlement Period:

– For injection sites attached to the Balance Perimeter;

- For Remotely-Read Consumption Sites applying the Corrected Model and attached to the Balance Perimeter;
- For Remotely-Read Consumption Sites applying the Regulated Payment Model and attached to the Balance Perimeter;
- For Profiled Consumption Sites attached to the Balance Perimeter.

All these Load Curves, and Time Series as applicable, are sent no later than 12:00 on the Friday of Week W+1.

3.L.2.2. Missing data

If RTE does not receive the expected data from the DSO within the time limits provided by Article 3.L.2.1, it shall use zeros in their place.

3.L.3. Calculations related to the flow reconstitution process for the Imbalance calculation

3.L.3.1. Imbalance workflow before date RE_{19}

Throughout this article, Load Curves and Time Series are expressed in Half-Hourly Intervals.

3.L.3.1.1. National reference Load Curve

RTE establishes the national baseline Load Curve $CdC^{RéfNat}$ representing the extraction of the entire PDS from the PTS, based on the Metering Data measured in the Delivery Point Substations.

3.L.3.1.2. National Profiling Imbalance

Based on the data issued by the DSOs in accordance with Article 3.L.2.1 for active BRPs on their Networks, RTE calculates the National Profiling Imbalance according to the following formula:

$$\begin{aligned} Ecart\ National\ de\ Profilage &= CdC^{RéfNat} + CdC^{MA,Télé,MC} + CdC^{FlexD,Télé,MC} + CdC^{NEBEF,Télé,MC} \\ &- CdC^{Report,Télé,MC} \\ &- \sum_g \sum_r \left(LC\left(RE_r, GRD_g\right)\right) - \sum_g \left(CdC^{Pertes}\left(GRD_g\right)\right) \\ &+ CdC^{MA,Profilés} + CdC^{FlexD,Profilés} + CdC^{NEBEF,Profilés} \\ &+ CdC^{SSY,Profilés} \end{aligned}$$

The Load Curve $LC\left(RE_r, GRD_g\right)$ of a which is Active on the Network of the RE_r is calculated as follows:

$$\begin{aligned} LC\left(RE_r, GRD_g\right) &= CdC^{Conso}_{Estim}\left(RE_r, GRD_g\right) - CdC^{Prod}_{Estim}\left(RE_r, GRD_g\right) \\ &+ CdC^{Conso}_{Télé}\left(RE_r, GRD_g\right) - CdC^{Prod}_{Télé}\left(RE_r, GRD_g\right) \end{aligned}$$

$CdC^{MA,Télé,MC}$ is the Load Curve or Time Series based on activated volumes and then on Volumes Attributed on the Balancing Mechanism for the calculation of the Imbalance across all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to a PDS.

In accordance with Article 3.L.1.8.4, the value associated with a Time Interval is equal to:

$$V^{BM,Télé,CM} = \sum_j \sum_s \left(V_{Activé,H}\left(Site_{s,CM}, EDA_j\right)\right) - \sum_j \sum_s \left(V_{Activé,B}\left(Site_{s,CM}, EDA_j\right)\right)$$

Where:

- $\sum_j \sum_s \left(V_{Activé,H}\left(Site_{s,CM}, EDA_j\right)\right)$: the sum of the volumes activated upwards for all Sites applying the Corrected Payment Model on all EDA_j (unit: MWh);
- $\sum_j \sum_s \left(V_{Activé,B}\left(Site_{s,CM}, EDA_j\right)\right)$: the sum of the volumes activated downwards for all Sites applying the Corrected Payment Model on all EDA_j (unit: MWh).

Then, in accordance with Article 3.L.1.8.5, after applying the method for calculating the Volumes Achieved, the value associated with this interval is replaced by:

$$V^{BM,Télé,CM} = \sum_s \left(V_{Attribué,H}\left(Site_{s,CM}\right)\right) - \sum_s \left(V_{Attribué,B}\left(Site_{s,CM}\right)\right)$$

Where:

- $\sum_s \left(V_{Attribué,H}\left(Site_{s,CM}\right)\right)$: the sum of the upward Volumes Attributed for all Sites applying the Corrected Payment Model (unit: MWh);
- $\sum_s \left(V_{Attribué,B}\left(Site_{s,CM}\right)\right)$: the sum of the downwards Volume Attributed for all Sites applying the Corrected Payment Model (unit: MWh).

$CdC^{FlexD,Télé,MC}$ is the Load Curve or Time Series established by the DSO on the basis of the volumes resulting from the PDS Network Flexibility activations on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to a PDS.

$CdC^{NEBEF,Télé,MC}$ is the Load Curve or Time Series corresponding to the sum of the Retained Load Reduction Schedules, then Achieved Load-Reduction Time Series on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to a PDS.

In accordance with Article 3.L.1.8.4, the value associated with a Time Interval is equal to:

$$V^{NEBEF,Télé,CM} = \sum_j \sum_s \left(V_{Activé,H}\left(Site_{s,CM}, EDE_j\right)\right)$$

Where:

- $\sum_j \sum_s \left(V_{Activé,H}\left(Site_{s,CM}, DRE_j\right)\right)$: the sum of the volumes activated upwards for all Sites applying the Corrected Payment Model and belonging to the Remotely Read Consumption DRE DRE_j (unit: MWh).

Then, in accordance with Article 3.L.1.8.5, after applying the method for calculating the Volumes Achieved by the Retained Load Reduction Schedules, the value associated with this interval is replaced by:

$$V^{NEBEF,Télé,CM} = \sum_{s} \left(V_{Attribué,H}\left(Site_{s,CM}\right) \right)$$

Where:

- $\sum_s \left(V_{Attribué,H}\left(Site_{s,CM}\right) \right)$: the sum of the upward Volumes Attributed for all Sites applying the Corrected Payment Model (unit: MWh).

$CdC^{Report,Télé,MC}$ is the Load Curve or Time Series corresponding to the sum of the Retained Shifted Load Schedules, then Achieved Shifted Load Time Series on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to a PDS.

In accordance with Article 3.L.1.8.4, the value associated with a Time Interval is equal to:

$$V^{Shifted\ Load,Télé,CM} = \sum_{j} \sum_{s} \left(V_{Activé,B}\left(Site_{s,CM}, DRE_j\right) \right)$$

Where:

- $\sum_j \sum_s \left(V_{Activé,B}\left(Site_{s,CM}, DRE_j\right) \right)$: the sum of the volumes activated downwards for all Sites applying the Corrected Payment Model and belonging to the Remotely Read Consumption DRE EDE_j (unit: MWh).

Then, in accordance with Article 3.L.1.8.5, after implementing the method for calculating the Volumes Achieved by the Retained Load Reduction Schedules, the value associated with this interval is replaced by:

$$V^{Shifted\ Load,Télé,CM} = \sum_{s} \left(V_{Attribué,B}\left(Site_{s,CM}\right) \right)$$

Where:

- $\sum_s \left(V_{Attribué,B}\left(Site_{s,CM}\right) \right)$: the sum of the downwards Volumes Attributed for all Sites applying the Corrected Payment Model (unit: MWh).

$CdC^{MA,Profilés}$ is the Load Curve or Time Series established on the basis of the activated volumes, and then from the Attributed Volumes, on all Consumption Sites with Load Curve of type $TypeCdC_{Estim}$ and constituting Profiled Consumption BEs.

In accordance with Article 3.L.1.8.4, the value associated with a Time Interval is equal to:

$$V^{BM,Profileés} = \sum_{j} \sum_{g} \sum_{r} \left(V_{Activé,H}\left(RE_r, TypeCdC_{Estim}, GRD_g, EDA_j\right) \right) - \sum_{j} \sum_{g} \sum_{r} \left(V_{Activé,B}\left(RE_r, TypeCdC_{Estim}, GRD_g, EDA_j\right) \right)$$

Where:

- $\sum_j \sum_g \sum_r \left(V_{Activé,H}\left(RE_r, TypeCdC_{Estim}, GRD_g, EDA_j\right)\right)$: the volume activated upwards for the Profiled Consumption BE EDA_j, which is associated with the RE_r and the GRD_g and has $TypeCdC_{Estim}$ (unit: MWh);
- $\sum_j \sum_g \sum_r \left(V_{Activé,B}\left(RE_r, TypeCdC_{Estim}, GRD_g, EDA_j\right)\right)$: the volume activated downwards for the Profiled Consumption BE EDA_j, which is associated with the RE_r and the GRD_g and has $TypeCdC_{Estim}$ (unit: MWh).

Then, in accordance with Article 3.L.1.8.5, after applying the method for calculating the Volumes Achieved, the value associated with this interval is replaced by:

$$V^{BM,Profileés} = \sum_j \sum_g \sum_r \left(V_{Attribué,H}\left(RE_r, TypeCdC_{Estim}, GRD_g, EDA_j\right)\right) - \sum_j \sum_g \sum_r \left(V_{Attribué,B}\left(RE_r, TypeCdC_{Estim}, GRD_g, EDA_j\right)\right)$$

Where:

- $\sum_j \sum_g \sum_r \left(V_{Attribué,H}\left(RE_r, TypeCdC_{Estim}, GRD_g, EDA_j\right)\right)$: the upwards Volume Attributed for the Profiled Consumption BE EDA_j, which is associated with RE_r and GRD_g and has $TypeCdC_{Estim}$ (unit: MWh);
- $\sum_j \sum_g \sum_r \left(V_{Attribué,B}\left(RE_r, TypeCdC_{Estim}, GRD_g, EDA_j\right)\right)$: the downwards Volume Attributed for the Profiled Consumption BE EDA_j, which is associated with RE_r and GRD_g and has $TypeCdC_{Estim}$ (unit: MWh).

$CdC^{FlexD,Profilés}$ is the Load Curve or Time Series established by the DSO from the volumes resulting from the PDS Network Flexibility activations for all Profiled Consumption Sites.

$CdC^{NEBEF,Profilés}$ is the Load Curve or Time Series corresponding to the sum of the Retained Load Reduction Schedules, then the Achieved Load Reduction Time Series on all the Profiled DREs reporting to the Profiled Consumption Sites whose Load Curve is $TypeCdC_{Estim}$. It is calculated by applying the following formula:

In accordance with Article 3.L.1.8.4, the value associated with a Time Interval is equal to:

$$V^{NEBEF,Profileés} = \sum_j \sum_g \sum_r \left(V_{Activé,H}\left(RE_r, TypeCdC_{Estim}, GRD_g, EDE_j\right)\right)$$

Where:

- $\sum_j \sum_g \sum_r \left(V_{Activé,H}\left(RE_r, TypeCdC_{Estim}, GRD_g, DRE_j\right)\right)$: the volume activated upwards for the Profiled Consumption DRE EDE_j, which is associated with the RE_r and the GRD_g and has $TypeCdC_{Estim}$ (unit: MWh).

Then, in accordance with Article 3.L.1.8.5, after implementing the method for calculating the Volumes Achieved by the Retained Load Reduction Schedules, the value associated with this interval is replaced by:

$$V^{NEBEF,Profileés} = \sum_{j}\sum_{g}\sum_{r}\left(V_{Attribué,H}\left(RE_r, TypeCdC_{Estim}, GRD_g, EDE_j\right)\right)$$

Where:

- $\sum_j \sum_g \sum_r \left(V_{Attribué,H}\left(RE_r, TypeCdC_{Estim}, GRD_g, EDE_j\right)\right)$: the upwards Volume Attributed for the Profiled Consumption DRE EDE_j, which is associated with the RE_r and the GRD_g and has $TypeCdC_{Estim}$ (unit: MWh).

$CdC^{SSY,Profilés}$is the Load Curve or Time Series established on the basis of Primary and Secondary Frequency Restoration energy determined in accordance with Chapter 4 of the Rules on all Profiled Consumption Sites with Load Curve $TypeCdC_{Estim}$.

The value associated with a Time Interval is equal to:

$$V^{SSY,Profileés} = \sum_{s}\left(E^{SSY}(Site_s)\right)$$

Where:

- $E^{SSY}(Site_s)$: Primary and Secondary Frequency Restoration energy values of a Consumption Site $Site_s$, determined as the difference between the supplied Primary and Secondary Frequency Restoration energy and the saved Primary and Secondary Frequency Restoration energy, in accordance with Chapter 4 of the Rules (unit: MWh).

3.L.3.1.3. National calibration coefficient

The sum of CdC^{Conso}_{Estim} for all RE_r and GRD_g is expressed as $\sum_g \sum_r \left(CdC^{Conso}_{Estim}\left(RE_r, GRD_g\right)\right)$.

To distribute the National Profiling Imbalance between the BRPs pro rata according to their estimated consumption as used in the calculation of their Imbalances, RTE calculates, for each interval of time and using the following formula, the National Calibration Coefficient $CC^{CalageNat}$:

$$CC^{CalageNat} = \left(\frac{\sum_g \sum_r \left(CdC^{Conso}_{Estim}\left(RE_r, GRD_g\right)\right) + Ecart\ National\ de\ Profilage}{\sum_g \sum_r \left(CdC^{Conso}_{Estim}\left(RE_r, GRD_g\right)\right)}\right)$$

3.L.3.1.4. Alignment of estimated consumptions

RTE performs the alignment of the CdC^{Conso}_{Estim} of each RE_r for each GRD_g by applying the national calibration coefficient to that Load Curve.

The Estimated Consumption Load Curve used for each BRP is:

$$CdC^{Conso}_{Estim,Calée}\left(RE_r, GRD_g\right) = CC^{CalageNat} \times CdC^{Conso}_{Estim}\left(RE_r, GRD_g\right)$$

3.L.3.1.5. *Global consumption totals per DSO*

RTE calculates the Global Consumption Total (BGC) of each RE_r for each GRD_g according to the following formula:

$$BGC(RE_r, GRD_g) = CdC^{Conso}_{Estim,Calée}(RE_r, GRD_g) - CdC^{Prod}_{Estim}(RE_r, GRD_g) + CdC^{Conso}_{Télé}(RE_r, GRD_g) - CdC^{Prod}_{Télé}(RE_r, GRD_g)$$

For a BRP absorbing losses on a DSO's network into its Perimeter, the BGC formula is:

$$BGC(RE_r, GRD_g) = CdC^{Conso}_{Estim,Calée}(RE_r, GRD_g) - CdC^{Prod}_{Estim}(RE_r, GRD_g) + CdC^{Conso}_{Télé}(RE_r, GRD_g) - CdC^{Prod}_{Télé}(RE_r, GRD_g) + CdC^{Pertes}(GRD_g)$$

3.L.3.2. Single Imbalances workflow from date RE19

Throughout this article, Load Curves and Time Series are expressed in 15-Minute Intervals.

3.L.3.2.1. *Notations and useful data*

At national level:

- $CdC^{RéfNat}$: The Load Curve corresponding to the net extraction by the entire PDS from the PTS, calculated from metering data measured at Delivery Point Substations.

For each DSO:

- $CdC^{BornesRés}(GRD_g)$: Aggregated Load Curve measured at boundary of the DSO's network GRD_g;
- $LC^{BM,Télé,CM}(GRD_g)$: the Load Curve based on the activated volumes, or the Attributed Volumes when available, on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to the Network of the GRD_g;
- $LC^{FlexD,Télé,CM}(GRD_g)$: the Load Curve based on the volumes resulting from the PDS Network Flexibility activations on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to the Network of the GRD_g;
- $LC^{NEBEF,Télé,CM}(GRD_g)$: the Load Curve based on the sum of the Retained Load Reduction Schedules, or the Achieved Load-Reduction Time Series when they are available, on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to the Network of the GRD_g;
- $LC^{Shifted\ Load,Télé,CM}$: the Load Curve based on the sum of the Retained Shifted Load Schedules, or the Achieved Shifted Load Time Series when available, on all the Remotely Read Consumption Sites applying the Corrected Payment Model and connected to the GRD_g.

For each active BRP on the DSO's network:

- $CdC^{MA,Profilés}(RE_r, GRD_g)$: Load Curve based on activated volumes, or Attributed Volumes when available, for the Consumption Sites of the BRP RE_r, on the DSO's network GRD_g, with Load Curve of type $TypeCdC_{Estim}$ and constituting Profiled Consumption BEs. The value assigned to a Time Interval is equal to the difference between upward and downward volumes;
- $CdC^{FLexD,Profilés}(RE_r, GRD_g)$: Load Curve based on volumes resulting from the PDS Network Flexibility activations for Profiled Consumption Sites of the RE_r which are connected to the GRD_g;
- $CdC^{NEBEF,Profilés}(RE_r, GRD_g)$: the Load Curve established from the sum of the Retained Load Reduction Schedules, or the Achieved Load Reduction Time Series when they are available, on all Profiled DREs reporting to Profiled Consumption Sites related to a RE_r, having Load Curve of type $TypeCdC_{Estim}$, on the network of a GRD_g, as defined in Article 3.L.1.8.5.1;
- $CdC^{SSY,Profilés}(RE_r, GRD_g)$: the Load Curve of the Primary and Secondary Frequency Restoration energy of the Profiled Consumption Sites of the RE_r, on the network of a GRD_g whose Load Curve is type $TypeCdC_{Estim}$. This Load Curve represents the difference between the supplied Primary and Secondary frequency control energy and the saved Primary and Secondary Frequency control energy, in accordance with Chapter 4 of the Rules.

3.L.3.2.2. Correction of the loss load curve per DSO

RTE calculates the definitive Load Curve for losses per DSO by standardizing, at a daily level, the power loss curves sent by the DSO:

- As Estimated Consumption Load Curves are established on the basis of the daily readings, the associated daily energy values are held to be accurate. The daily energy allocated to the power losses of a DSO is calculated by matching between the measurements at the boundaries of the DSO's Network and the sum of the curves issued by the DSO, neutralizing the corrections made for the Remotely Read Consumption Sites applying the Corrected Payment Model;
- the intraday form, modelled by the DSOs, does not change.

3.L.3.2.2.1. Description of the loss normalization calculation

For each Day J, the energy of the normalized power losses for the Network of a GRD_g is calculated as follows:

$$E_{Norma}^{Pertes}(GRD_g, J) = E^{Réseau}(GRD_g, J) - E^{BGC}(GRD_g, J)$$

Where:

- $E^{Réseau}(GRD_g, J) = \sum_J \Big(CdC^{BornesRés}(GRD_g, J) + CdC^{BM,Télé,CM}(GRD_g, J) + CdC^{FlexD,Télé,CM}(GRD_g, J) + CdC^{NEBEF,Télé,CM}(GRD_g, J) - CdC^{Shifted\ Load,Télé,CM}(GRD_g, J) \Big) \times \frac{15}{60}$;
- $E^{BGC}(GRD_g, J) = \sum_J \Big(CdC_{Estim}^{Conso}(GRD_g, J) - CdC_{Estim}^{Prod}(GRD_g, J) + CdC_{Télé}^{Conso}(GRD_g, J) - CdC_{Télé}^{Prod}(GRD_g, J) \Big) \times \frac{15}{60}$.

RTE then calculates, for each day D, the coefficient of normalization of losses (CNP) on the DSO's system, in such a way that the energy of the loss Load Curve of each DSO ($CdC^{Pertes}(GRD_g)$) is equal, for each day J, to the energy calculated by the difference method on the DSO's system.

$$CNP(GRD_g,J) = \frac{E^{Network}(GRD_g,J) - E^{BGC}(GRD_g,J)}{E^{Pertes}(GRD_g,J)} = \frac{E^{Pertes}_{Norma}(GRD_g,J)}{E^{Pertes}(GRD_g,J)}$$

Where:

- $E^{Pertes}(GRD_g,J)$: energy for day J of the loss Load Curve on the DSO's network sent to RTE in accordance with Article 3.L.2.1 (unit: MWh).

RTE then calculates, for each GRD_g, the normalized power loss Load Curve:

$$LC^{Pertes}_{Norma}(GRD_g) = CNP(GRD_g) \times CdC^{Pertes}(GRD_g)$$

Where:

- $CNP(GRD_g)$ is equal to, for each Imbalance Settlement Period in a day J, $CNP(GRD_g,J)$.

This normalized power loss Load Curve $LC^{Pertes}_{Norma}(GRD_g)$ is the definitive power loss Load Curve of the DSO within the Perimeter of the BRP designated by the DSO and is used in Article 3.L.3.2.5.

3.L.3.2.2.2. Special provision for missing or void data on each interval in a day concerning DSO power losses

In the event that for a day J RTE does not have the Estimated Load Curve of the DSO's power losses for the calculation of Imbalances, or if the value associated with each time interval in the Load Curve is zero, it will be unable to apply the calculation described in Article 3.L.3.2.2.1.

In such circumstances, RTE proceeds as follows:

RTE calculates a local completion Load Curve $CdC^{BouclageLocal}$ as follows:

$$\begin{aligned} CdC^{BouclageLocal} &= \Big(CdC^{BornesRés}(GRD_g) + CdC^{MA,Télé,MC}(GRD_g) \\ &+ CdC^{FlexD,Télé,MC}(GRD_g) + CdC^{NEBEF,Télé,MC}(GRD_g) \\ &- CdC^{Report,Télé,MC}(GRD_g)\Big) \\ &- \left(\sum_r \left(CdC^{Conso}_{Estim}(RE_r) - CdC^{Prod}_{Estim}(RE_r) + CdC^{Conso}_{Télé}(RE_r) \right.\right. \\ &\left.\left. - CdC^{Prod}_{Télé}(RE_r)\right)\right) \end{aligned}$$

Where:

- $CdC^{BornesRés}(GRD_g)$: the aggregated Load Curve measured at the boundaries of the Network of the GRD_g and used for the calculation of the Imbalances;
- $CdC^{MA,Télé,MC}(GRD_g)$: the Load Curve based on the activated volumes, or the Attributed Volumes when available, on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to the Network of the GRD_g;
- $CdC^{FlexD,Télé,MC}(GRD_g)$: the Load Curve based on the volumes resulting from the PDS Network Flexibility activations on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to the Network of the GRD_g;
- $CdC^{NEBEF,Télé,MC}(GRD_g)$: the Load Curve based on the sum of the Retained Load Reduction Schedules, or the Achieved Load-Reduction Time Series when they are available, on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to the Network of the GRD_g;
- $CdC^{Report,Télé,MC}(GRD_g)$: the Load Curve based on the sum of the Retained Shifted Load Schedules, or the Achieved Shifted Load Time Series when they are available, on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to the Network of the GRD_g;
- $\sum_r \left(CdC^{Conso}_{Estim}(RE_r) - CdC^{Prod}_{Estim}(RE_r) + CdC^{Conso}_{Télé}(RE_r) - CdC^{Prod}_{Télé}(RE_r)\right)$: the algebraic sum, for all the BRPs active on the DSO's network, of the estimated generation and consumption Load Curves and the Remotely Read Consumption Load Curves.

The result is a completing Load Curve of the DSO's network assigned to the BRP which contains the DSO's system losses in its Perimeter. This Load Curve replaces the normalized power losses Load Curve in the formula described in Article 3.L.3.2.5.

3.L.3.2.3. Correction of the estimated consumption load curve per BRP-DSO

RTE calculates the definitive estimated consumption load curve per BRP-DSO as follows:

- Spatial alignment followed by normalization allows the intraday form of the estimated consumption to be corrected.
- Corrections related to the activation of market mechanisms (Balancing operations, Demand response, frequency ancillary services, PDS Network Flexibilities) are made in 2 steps.

3.L.3.2.3.1. Step 1: Correction of estimated consumption to incorporate the activation of market mechanisms (Balancing operations, Demand response, frequency ancillary services, PDS Network Flexibilities) on Profiled Sites

RTE corrects the $CdC_{Estim}^{Conso}(RE_r, GRD_g)$ of each RE_r on each GRD_g to take into account the volumes activated or the Volumes Attributed from a Profiled BE, the volumes resulting from the activations of PDS Network Flexibilities for Profiled Consumption Sites, the Retained Load Reduction Schedules or the Achieved Load Reduction Time Series from a Profiled DRE, frequency control energies from a Consumption Site provided and/or saved, allocated to the Profiled Consumption Sites attached to the Perimeter of the BRP RE_r whose Load Curve is type $TypeCdC_{Estim}$ according to the formula below:

$$\begin{aligned} CdC_{Estim,Corr}^{Conso}(RE_r, GRD_g) \\ = CdC_{Estim}^{Conso}(RE_r, GRD_g) - CdC^{MA,Profilés}(RE_r, GRD_g) \\ - CdC^{FlexD,Profilés}(RE_r, GRD_g) - CdC^{NEBEF,Profilés}(RE_r, GRD_g) \\ - CdC^{SSY,Profilés}(RE_r, GRD_g) \end{aligned}$$

3.L.3.2.3.2. Step 2: Spatial alignment of estimated consumption

RTE establishes the national reference Load Curve $CdC^{RéfNat}$ corresponding to the net load extraction of the entire PDS on the PTS, based on the Metering Data collected at Delivery Point Substations.

Based on the data issued by the DSOs in accordance with Article 3.L.2.1 for active BRPs on their Networks, RTE calculates the National Profiling Imbalance according to the following formula:

$$\begin{aligned} Ecart\ National\ de\ Profilage \\ = CdC^{RéfNat} \\ + \left(\sum_g \left(CdC^{MA,Télé,MC}(GRD_g) + CdC^{FlexD,Télé,MC}(GRD_g) \right. \right. \\ \left. \left. + CdC^{NEBEF,Télé,MC}(GRD_g) - CdC^{Report,Télé,MC}(GRD_g) \right) \right) \\ - \sum_g \sum_r \left(CdC_{Corr}(RE_r, GRD_g) \right) - \sum_g \left(CdC_{Norma}^{Pertes}(GRD_g) \right) \end{aligned}$$

Where:

- $\sum_g \sum_r \left(CdC_{Corr}(RE_r, GRD_g) \right) = \sum_g \sum_r \left(CdC_{Estim,Corr}^{Conso}(RE_r, GRD_g) - CdC_{Estim,Corr}^{Prod}(RE_r, GRD_g) + CdC_{Télé}^{Conso}(RE_r, GRD_g) - CdC_{Télé}^{Prod}(RE_r, GRD_g) \right)$

To distribute the National Profiling Imbalance across the BRPs in proportion to their corrected estimated consumption, RTE calculates the national alignment coefficient $CC^{CalageNat}$:

$$CC^{CalageNat} = \frac{\sum_g \sum_r \left(CdC_{Estim,Corr}^{Conso}(RE_r, GRD_g) \right) + Ecart\ National\ de\ Profilage}{\sum_g \sum_r \left(CdC_{Estim,Corr}^{Conso}(RE_r, GRD_g) \right)}$$

RTE performs the alignment of the $CdC_{Estim,Corr}^{Conso}(RE_r, GRD_G)$ of each RE_r for each GRD_g by applying the national calibration coefficient to that Load Curve:

$$CdC_{Estim,Corr,Calée}^{Conso}(RE_r, GRD_G) = CC^{CalageNat} \times CdC_{Estim,Corr}^{Conso}(RE_r, GRD_G)$$

3.L.3.2.3.3. Step 3: Normalization of estimated consumption at daily level

The energy of the estimated consumption Load Curve is, by convention, consistent with the energy actually consumed. The final total of the BRP, aside from the specificities linked to volumes activated or Attributed Volumes, volumes resulting from the activations of PDS Network Flexibilities, the share of Retained Load Reduction Schedules or of Achieved Load-Reduction Time Series, and/or the frequency control energies provided and/or saved and assigned to Profiled Consumption Sites whose Load Curve is type $TypeCdC_{Estim}$, must therefore be consistent with this energy.

However, Spatial Alignment modifies the energies of the Estimated Consumption Load Curves. RTE therefore corrects the $CdC^{Conso}_{Estim,Corr,Calée}(RE_r, GRD_g)$ of the RE_r on each GRD_g to determine the energy of the $CdC^{Conso}_{Estim,Corr}(RE_r, GRD_g)$ for each day J.

To do this, RTE calculates the coefficient of normalization of the consumption of the RE_r on each Distribution System, thereby obtaining, for each day J:

$$CNC(RE_r, GRD_g, J) = \frac{E^{Conso}(RE_r, GRD_g, J)}{E^{Conso}_{Corr,Calée}(RE_r, GRD_g, J)}$$

Where:

- $E^{Conso}(RE_r, GRD_g, J) = \sum_J \left(CdC^{Conso}_{Estim}(RE_r, GRD_g, J)\right) \times \frac{15}{60}$
- $E^{Conso}_{Corr,Calée}(RE_r, GRD_g, \mathrm{J}) = \sum_J \left(CdC^{Conso}_{Estim,Corr,Calée}(RE_r, GRD_g, J)\right) \times \frac{15}{60}$

RTE then calculates the normalized estimated consumption Load Curve:

$$CdC^{Conso}_{Estim,Corr,Calée,Norma}(RE_r, GRD_g) = CNC(RE_r, GRD_g) \times CdC^{Conso}_{Estim,Corr,Calée}(RE_r, GRD_g)$$

Where:

- $CNC(RE_r, GRD_g)$ is equal, at each interval in day J, to $CNC(RE_r, GRD_g, J)$.

3.L.3.2.3.4. Step 4: Correction of estimated consumption to neutralize the activation of market mechanisms (balancing operations, demand response, frequency ancillary services, PDS network flexibilities) on Profiled Sites

RTE corrects the $CdC^{Conso}_{Estim,Corr,Calée,Norma}(RE_r, GRD_g)$ of each RE_r on each GRD_g to take into account the volumes activated or the Volumes Attributed from a Profiled BE, the volumes resulting from the activations of PDS Network Flexibilities for Profiled Consumption Sites, the Retained Load Reduction Schedules or the Achieved Load Reduction Time Series from a Profiled DRE, frequency control energies supplied from a Consumption Site and/or saved energies, assigned to the Profiled Consumption Sites attached to the Perimeter of the RE_r according to the formula below:

$$CdC^{Conso}_{Estim,Définitive}(RE_r, GRD_g) = \sum_g \sum_r \Big(CdC^{Conso}_{Estim,Corr,Calée,Norma}(RE_r, GRD_g) + CdC^{MA,Profilés}(RE_r, GRD_g) + CdC^{FlexD,Profilés}(RE_r, GRD_g) + CdC^{NEBEF,Profilés}(RE_r, GRD_g) + CdC^{SSY,Profilés}(RE_r, GRD_g) \Big)$$

This Load Curve $CdC^{Conso}_{Estim,Définitive}(RE_r, GRD_g)$ is the definitive Estimated Consumption Load Curve assigned to the RE_r for Consumption Sites within its Perimeter whose consumption is estimated by Profiling.

3.L.3.2.4. Determining the national residual per BRP

3.L.3.2.4.1. Calculation of the national residue

RTE calculates the Load Curve of the national residue, which appears in intraday following the normalization step of estimated consumption:

$$CdC^{RésiduNat} = \sum_g \sum_r \Big(CdC^{Conso}_{Estim,Corr,Calée}(RE_r, GRD_g) + CdC^{MA,Profilés}(RE_r, GRD_g) + CdC^{FlexD,Profilés}(RE_r, GRD_g) + CdC^{NEBEF,Profilés}(RE_r, GRD_g) + CdC^{SSY,Profilés}(RE_r, GRD_g) - CdC^{Conso}_{Estim,Définitive}(RE_r, GRD_g) \Big)$$

The normalization of power losses results, by construction, in a zero-energy national residue Load Curve for each day J.

3.L.3.2.4.2. Allocation of national residue per BRP

RTE allocates a share of the national residue to each BRP in proportion to its final estimated consumption energy on the Public Distribution System.

RTE calculates the coefficient of distribution of the national residue CRC of the RE_r, thereby obtaining for each day J:

$$CRC(RE_r, J) = \frac{E^{Conso}_{Estim,Définitive}(RE_r, J)}{\sum_r \left(E^{Conso}_{Estim,Définitive}(RE_r, J) \right)}$$

Where:

- $E^{Conso}_{Estim,Définitive}(RE_r, J) = \sum_J \left(\sum_g \left(LC^{Conso}_{Estim,Définitive}(RE_r, GRD_g, J) \right) \right) \times \frac{15}{60}$

RTE then calculates the share of the national residue allocated to the Balance Responsible Party RE_r:

$$CdC^{RésiduNat}(RE_r) = CdC^{RésiduNat} \times CRC(RE_r)$$

Where:

- $CRC(RE_r)$ is equal, at each interval in day J, to $CRC(RE_r, J)$.

3.L.3.2.5. Calculation of Global Consumption Totals

RTE calculates the Global Consumption Total (BGC) of the Balance Responsible Party RE_r on each Distribution Network:

$$BGC(RE_r, GRD_g) = CdC^{Conso}_{Estim,Définitive}(RE_r, GRD_g) - CdC^{Prod}_{Estim}(RE_r, GRD_g) + CdC^{Conso}_{Télé}(RE_r, GRD_g) - CdC^{Prod}_{Télé}(RE_r, GRD_g)$$

For a RE_r which contains the losses on a DSO's Network in its Perimeter, the BGC formula of the RE_r on each Distribution Network of a GRD_g is:

$$BGC(RE_r, GRD_g) = CdC^{Conso}_{Estim,Définitive}(RE_r, GRD_g) - CdC^{Prod}_{Estim}(RE_r, GRD_g) + CdC^{Conso}_{Télé}(RE_r, GRD_g) - CdC^{Prod}_{Télé}(RE_r, GRD_g) + CdC^{Pertes}_{Norma}(GRD_g)$$

RTE then calculates the Global Consumption Total (BGC) on the Global Perimeter of the RE_r which will be used for the calculation of the BRP Imbalances:

$$BGC(RE_r) = \left(\sum_g BGC(RE_r, GRD_g)\right) + CdC^{RésiduNat}(RE_r)$$

3.L.4. Calculating Physical Consumption in the Perimeter of the BRP

For each Time Interval in a day J, RTE calculates a posteriori the Physical Extraction from the Balance Perimeter as the sum of the following four terms:

- energy corresponding to the Non-Block Consumption of Sites holding a CART or a Metering Data Service Contract with RTE, where Non-Block Consumption is positive;
- energy of the Block Exchange Schedules delivered by the BRP to Consumption Sites holding a CART or a Metering Data Service Contract with RTE;
- energy extracted by the Auxiliaries connected to the PTS belonging to an Injection Site holding a Transmission System Access Contract or a Metering Data Service Contract with RTE, or to Generation Facilities holding a Metering Data Service Contract with RTE;
- energy corresponding to the consumption terms of the Non-Block BGCs ($BGC^{ConsoHB}(RE_r, GRD_g)$) determined by RTE according to the principles described below.

For calculation of $BGC^{ConsoHB}(RE_r, GRD_g)$:

- RTE proceeds to the Spatial Alignment of CdC^{Conso}_{Estim} using the method described in Article 3.L.3.1, but with the following National Profiling Imbalance:

$$
\begin{aligned}
&Ecart\ National\ de\ Profilage_{SP} \\
&\quad = CdC^{RéfNat} \\
&\quad + \left(\sum_{g} \left(CdC^{MA,Télé,MC}(GRD_g) + CdC^{FlexD,Télé,MC}(GRD_g) \right. \right. \\
&\quad \left. \left. + CdC^{NEBEF,Télé,MC}(GRD_g) - CdC^{Report,Télé,MC}(GRD_g) \right) \right) \\
&\quad - \sum_{g} \sum_{r} \left(LC(RE_r, GRD_g) \right) - \sum_{g} CdC^{Pertes}(GRD_g)
\end{aligned}
$$

Where:

- $\sum_g \sum_r \left(LC(RE_r, GRD_g) \right) = \sum_g \sum_r \left(CdC^{Conso}_{Estim}(RE_r, GRD_g) - CdC^{Prod}_{Estim}(RE_r, GRD_g) + CdC^{Conso}_{Télé}(RE_r, GRD_g) - CdC^{Prod}_{Télé}(RE_r, GRD_g) \right)$

For each RE_r, on each GRD_g, the Load Curve obtained after Spatial Alignment is noted $CdC^{Conso}_{Estim,Calée,SP}(RE_r, GRD_g)$.

RTE then calculates:

For all DSOs except the applicant DSO, for the overall consumption report, the first simplified provision given in Article 3.R.1.13:

$$
\begin{aligned}
&BGC^{ConsoHB}(RE_r, GRD_g) \\
&\quad = CdC^{Conso}_{Estim,Calée,SP}(RE_r, GRD_g) + CdC^{Conso}_{Télé}(RE_r, GRD_g) \\
&\quad + CdC^{Pertes}(GRD_g) - CdC^{MA,Télé,MC}(RE_r, GRD_g) \\
&\quad - CdC^{NEBEF,Télé,MC}(RE_r, GRD_g) - CdC^{FlexD,Télé,MC}(RE_r, GRD_g) \\
&\quad + CdC^{Report,Télé,MC}(RE_r, GRD_g)
\end{aligned}
$$

Where:

- $CdC^{MA,Télé,MC}(RE_r, GRD_g)$: the Load Curve or Time Series based on activated volumes then Attributed Volumes for the calculation of the Imbalance on all Remotely Read Consumption Sites of the RE_r on the GRD_g applying the Corrected Payment Model.
- $CdC^{FlexD,Télé,MC}(RE_r, GRD_g)$: the Load Curve or Time Series based on the volumes resulting from PDS Network Flexibility activations on all Remotely Read Consumption Sites of the RE_r on the GRD_g applying the Corrected Payment Model.
- $CdC^{NEBEF,Télé,MC}(RE_r, GRD_g)$: the Load Curve or Time Series corresponding to the sum of the Retained Load Reduction Schedules, then the Achieved Load-Reduction Time Series on all Remotely Read Consumption Sites of the RE_r on the GRD_g applying the Corrected Payment Model.
- $CdC^{Report,Télé,MC}(RE_r, GRD_g)$: the Load Curve or Time Series corresponding to the sum of the Retained Shifted Load Schedules, then the Achieved Shifted Load Time Series on all Remotely Read Consumption Sites of the RE_r on the GRD_g applying the Corrected Payment Model.

For all applicant DSOs, for the overall consumption report, the first simplified provision given in Article 3.R.1.13:

$$BGC^{ConsoHB}(RE_r, GRD_g) = max(BGC(RE_r, GRD_g); 0)$$

3.L.5. Calculating the Imbalance in the BRP's Perimeter

3.L.5.1. Determining the Imbalance

For each Imbalance Settlement Period of in a day D, RTE calculates a posteriori the Imbalance of the BRP as the sum of the "Position", "Volume Allocated" and "Imbalance Correction" components defined below, according to the elements comprising the BRP's perimeter.

3.L.5.1.1. Determining the Position

The Position corresponds to the difference between "Declared Purchase" and "Declared Sale" as defined below.

Declared Purchase is calculated as the sum of the following terms:

- the energy corresponding to imports made under Import Transactions, adjusted where necessary by RTE in the event of a reduction of exchanges with a neighbouring System Operator;
- the energy corresponding to the Block Exchange Programmes (PEB) between BRPs at purchase, issued by the BRP and approved by RTE;
- the energy corresponding to Retained Load-Reduction Schedules then Achieved Load-Reduction Time Series from the Remotely-Read or Profiled DREs of the Demand Response Aggregator(s) attached to the Balance Perimeter of the BRP;
- the energy of purchases on the Short Term Market allocated to the BRP's Perimeter and declared daily to RTE by the exchanges active on the French electricity market;
- the energy of purchases on the Futures Market allocated to the BRP's Perimeter and declared daily to RTE by exchanges active on the French electricity market;
- the energy injected into the Balance Perimeter of the BRP of the ARENH (regulated access to historic nuclear energy) purchaser, a legal person having acquired ARENH rights under Articles L.336-1 et seq. of the Energy Code and Decree 2011-466 as notified by the CRE.

Declared Sale is calculated as the sum of the following terms:

- the energy corresponding to the PEB at sale between BRPs and within a BRP-Site NEB PTS transmitted by the BRP and accepted by RTE;
- the energy corresponding to exports made under Export Transactions, adjusted where necessary by RTE in the event of a reduction of exchanges with a neighbouring System Operator;
- energy sold to RTE under Grid Loss Compensation Agreements;

- the energy corresponding to the Retained Shifted Load Schedules, then Achieved Shifted Load Time Series, from the Remotely Read DREs of the Demand Response Aggregator(s) attached to the Balance Perimeter of the BRP;
- the energy from sales on the Short Term Market allocated to the BRP's Perimeter and declared daily to RTE by exchanges active on the French electricity market;
- the energy from sales on the Futures Market allocated to the BRP's Perimeter and declared daily to RTE by exchanges active on the French electricity market;
- the energy extracted from the Balance Perimeter of the BRP of the ARENH (regulated access to historic nuclear energy) vendor - i.e. Electricité de France - under the assigned ARENH rights, as Notified by the CRE to RTE.

3.L.5.1.2. Determining the Volume Allocated

The volume allocated corresponds to the difference between "Physical Generation" and "Physical Consumption" as defined below.

Physical Generation is calculated as the sum of the following terms:

- energy injected by the DSOs belonging to an Injection Site holding a Transmission System Access Contract or a Metering Data Service Contract with RTE, or to a Generation Facility holding a Metering Data Service Contract with RTE;
- the energy corresponding to the GCTs, when these GCTs are negative;
- the energy corresponding to the Adjusted Consumption values of Consumption Sites connected to the PTS when these are negative;
- the energy corresponding to the backflow from Consumption Sites connected to the PTS;
- the energy corresponding to the share of Retained Shifted Load Schedules, then Achieved Shifted Load Time Series, allocated to the Remotely Read Consumption Sites of the BRP applying the Regulated or Contractual Payment Model and constituting Remotely Read DREs;
- Imbalance at Borders positive energy, as defined in Article 3.Q.3, of a New Exempt Interconnection (NID) holding a NID CART.

Physical Consumption is calculated as the sum of the following terms:

- energy corresponding to the Adjusted Consumption of the Sites connected to the PTS or the Sites holding a Metering Data Service Contract with RTE, where Adjusted Consumption values are positive;
- the energy extracted by a Generation Site holding a Transmission System Access Contract or Metering Data Service Contract with RTE and its Auxiliaries, or by a Generation Facility holding a Metering Data Service Contract with RTE and its Auxiliaries;
- the energy corresponding to GCTs, when these GCTs are positive;
- the energy corresponding to the share of Retained Load Reduction Schedules, then Achieved Load Reduction Time Series, allocated to the Remotely Read Consumption Sites of the BRP applying the Regulated or Contractual Payment Model and constituting Remotely Read DREs;

- the energy corresponding to the share of Retained Load Reduction Schedules, then Achieved Load Reduction Time Series, allocated to the Consumption sites of the BRP whose Load Curve type is $TypeCdC_{Télé}$ and which constitute Profiled DREs;
- Imbalance at Borders negative energy, as defined in Article 3.Q.3, of a New Exempt Interconnection (NID) holding a NID CART.

3.L.5.1.3. Determining the imbalance correction

The correction of the imbalance corresponds to the difference between "downward correction" and "upward correction" defined below.

Downward correction is calculated as the sum of the following terms:

- the energy corresponding to the volumes activated downwards and then to the volumes attributed downwards from the Exchange Point BE;
- the energy corresponding to the volumes activated downward, then to the volumes attributed downward from the Injection BE;
- the energy corresponding to the volumes resulting from the downward activation of PDS Network Flexibilities for the BRP's Injection Sites whose contractual framework so provides;
- from date RE_2, the energy corresponding to the volumes resulting from the downward activation of PTS Network Flexibilities for the Injection Sites of the BRP in cases where such is provided for and in accordance with the Transport Network Access Agreement;
- the energy corresponding to the volumes activated downward, then to the volumes attributed downward from unoffered resources, including immediate implementation orders;
- the energy corresponding to the volumes activated downward, then to the volumes attributed downward for Remotely-Read Consumption Sites of the BRP applying the Regulated or Contractual Payment Model and making up Remotely-Read Consumption BEs;
- the energy corresponding to the volumes resulting from the downward activation of PDS Network Flexibilities for the Remotely Read Consumption Sites of the BRP which apply the Regulated or Contractual Payment Model in cases where the contractual framework so provides;
- the energy corresponding to the volumes activated downwards, then to the volumes attributed downwards for the Consumption Sites of the BRP whose Load Curve is type $TypeCdC_{Télé}$, and which constitute Profiled Consumption BEs;
- Primary frequency control energy saved and calculated in accordance with Chapter 4 of the Rules for the Consumption Sites of the BRP applying the optional Regulated Payment Model or the optional Contractual Payment Model or the Payment Model not taking frequency control energy into account and with Load Curve of type $TypeCdC_{Télé}$;
- Secondary frequency control energy saved and calculated in accordance with Chapter 4 of the Rules for the Consumption Sites of the BRP applying the optional Regulated Payment Model or the optional Contractual Payment Model or the Payment Model not taking frequency control energy into account and with Load Curve of type $TypeCdC_{Télé}$;

- the energy saved by the GUs as a result of their participation in Primary Frequency Control in accordance with Chapter 4 of the Rules;
- the energy saved by the GUs as a result of their participation in Secondary Frequency Control in accordance with Chapter 4 of the Rules;

Upward correction is calculated as the sum of the following terms:

- the energy corresponding to the Volumes Activated upward and then to the Volumes Attributed upward from the Injection BE;
- the energy corresponding to the volumes resulting from the upward activation of PDS Network Flexibilities for the BRP's Injection Sites whose contractual framework so provides;
- the energy corresponding to the Volumes Activated upward and then to the Volumes Attributed upward from the Exchange Point BE;
- the energy corresponding to the volumes activated upward, then to the volumes attributed upward from unoffered resources, including immediate implementation orders;
- the energy corresponding to the volumes activated upwards, then to the volumes attributed upwards for Remotely-Read Consumption Sites of the BRP applying the Regulated or Contractual Payment Model and making up Remotely-Read Consumption BEs;
- the energy corresponding to the volumes resulting from the upward activation of PDS Network Flexibilities for the Remotely Read Consumption Sites of the BRP which apply the Regulated or Contractual Payment Model in cases where the contractual framework so provides;
- the energy corresponding to the volumes activated upwards, then to the volumes attributed upwards for the Consumption Sites of the BRP whose Load Curve is type $TypeCdC_{Télé}$, and which constitute Profiled Consumption BEs;
- Primary frequency control energy supplied and calculated in accordance with Chapter 4 of the Rules for the Consumption Sites of the BRP applying the optional Regulated Payment Model or the optional Contractual Payment Model or the Payment Model not taking frequency control energy into account and with Load Curve of type $TypeCdC_{Télé}$;
- Secondary frequency control energy supplied in accordance with Chapter 4 of the Rules for the Consumption Sites of the BRP applying the optional Regulated Payment Model or the optional Contractual Payment Model or the Payment Model not taking frequency control energy into account and with Load Curve of type $TypeCdC_{Télé}$;
- the energy produced by GUs as a result of their participation in Primary Frequency Control in accordance with Chapter 4 of the Rules;
- the energy produced by GUs as a result of their participation in Secondary Frequency Control in accordance with Chapter 4 of the Rules;

3.L.5.2. Weekly calculation of the Imbalance

RTE calculates the Imbalances recorded by the BRP for week W by no later than 23:59 on the Friday of week W+1.

3.L.6. Calculating Temporal Reconciliation before date RE_{19}

This Article describes the procedure for RTE's annual calculation of Temporal Reconciliation.

The metering procedures applicable to Injection Sites and Consumption Sites connected to the PDS and to power losses on the PDS are set out in Articles 3.R.2 and 3.R.3.

Throughout this article, Load Curves and Time Series are expressed in Half-Hourly Intervals.

3.L.6.1. Specific case of missing data

RTE shall make available to the BRPs concerned the Temporal Reconciliation data received from the DSO within the time limit provided in Article 3.P.3.1. The BRP has a certain period to protest missing data, and to demand the DSO transmit it to RTE.

If RTE is unable to receive the data from a DSO due to a malfunction in its Information System, it undertakes to recover and integrate the Temporal Reconciliation data within the stated periods of time, using a degraded mode to be defined with the DSO.

However, if RTE does not receive the Temporal Reconciliation data from a DSO before the deadline, it proceeds to replace the required data with the data transmitted by the DSO for the calculation of Imbalances over the same period.

3.L.6.2. Annual normalization of DSO power losses

3.L.6.2.1. Description of the process

In an Annual Period Y, by convention, $CdC_{Estim}^{Conso}(M+14)$, $CdC_{Estim}^{Prod}(M+14)$, $CdC_{Estim}^{Conso}(M+12)$, and $CdC_{Estim}^{Prod}(M+12)$ have an annual energy value equivalent to the energy actually injected or extracted.

If the energy balance on a DSO is to be accurate, the energy of the DSO's power losses must be calculated as follows:

$$E_{Norma}^{Pertes}\left(GRD_g, A\right) = E^{Réseau}\left(GRD_g, A\right) - E^{BGC}\left(GRD_g, A\right)$$

Where:

- $E^{BGC}\left(GRD_g, A\right)$: energy resulting from the algebraic sum:
  - of the estimated generation and consumption Load Curves on the DSO's network, used for Temporal Reconciliation;
  - and the Remotely Read generation and consumption Load Curves on the DSO's network, used to calculate Imbalances or, as applicable, for Temporal Reconciliation if the Load Curves have been corrected in accordance with the provisions of Article 3.R.1.8.3.2.
- $E^{Réseau}\left(GRD_g, A\right)$: energy resulting from the following terms:
  - the aggregated Load Curve measured at the boundaries of the DSO's system and used in the calculation of Imbalances;

- plus $CdC^{MA,Télé,MC}(GRD_g)$: corresponding to the Load Curve or Time Series based on the Volumes Attributed on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to the DSO;
- plus the $CdC^{FlexD,Télé,MC}(GRD_g)$ corresponding to the Load Curve or Time Series based on the volumes resulting from PDS Network Flexibility activations on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to the DSO;
- plus the $CdC^{NEBEF,Télé,MC}(GRD_g)$ corresponding to the Load Curve or Time Series determined as the sum of the Achieved Load Reduction Time Series on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to the DSO;
- minus the $CdC^{Report,Télé,MC}(GRD_g)$ corresponding to the Load Curve or Time Series determined as the sum of the Achieved Shifted Load Time Series on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to the DSO;

RTE therefore corrects the $CdC^{Pertes}(GRD_g)$ of each DSO so that its energy value over Annual Period Y is equal to the energy value calculated by the difference method on the DSO's network.

To do this, RTE calculates the Power Loss Normalization Coefficient (CNP) on the DSO's network for the Annual Period Y:

$$CNP(GRD_g, A) = \frac{E^{Network}(GRD_g, A) - E^{BGC}(GRD_g, A)}{E^{Pertes}(GRD_g, A)}$$

Where:

– $E^{Pertes}(GRD_g, A)$: energy value of the power loss Load Curve on the DSO's system issued to RTE and used for calculating the Imbalances of the BRP or, as applicable, Temporal Reconciliation for DSOs using daily energies, in accordance with the provisions of Article 3.R.1.8.3.1.

RTE then calculates the power loss Load Curve on the DSO's system, normalized over the Annual Period Y:

$$CdC^{Pertes}_{Norma}(GRD_g, A) = CNP(GRD_g, A) \times CdC^{Pertes}(GRD_g)$$

This normalized Load Curve is the final Load Curve of the DSO's power losses in the Perimeter of the designated BRP, and is used in Article 3.L.6.7.

3.L.6.2.2. Special provision for missing or zero data concerning the power losses of a DSO

In the event RTE does not have the Estimated Load Curve of the DSO's power losses, $CdC^{Pertes}(GRD_g)$or if the value assigned to each time interval in the Load Curve is zero, RTE will be unable to apply the calculation described in Article 3.L.6.2.1. In such circumstances, RTE proceeds as follows:

RTE calculates a local completion Load Curve, as the difference between:

- on the one hand, the energy resulting from the following terms:
  - the aggregated Load Curve measured at the boundaries of the DSO's network and used for the calculation of Imbalances;
  - plus the $CdC^{MA,Télé,MC}(GRD_g)$ corresponding to the Load Curve or Time Series based on the Volumes Attributed on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to the DSO;
  - plus the $CdC^{FlexD,Télé,MC}(GRD_g)$ corresponding to the Load Curve or Time Series based on the volumes resulting from PDS Network Flexibility activations on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to the DSO;
  - plus the $CdC^{NEBEF,Télé,MC}(GRD_g)$ corresponding to the Load Curve or Time Series determined as the sum of the Achieved Load Reduction Time Series on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to the DSO;
  - minus the $CdC^{Report,Télé,MC}(GRD_g)$ corresponding to the Load Curve or Time Series determined as the sum of the Achieved Shifted Load Time Series on all Remotely Read Consumption Sites applying the Corrected Payment Model and connected to the DSO;
- and on the other hand, the algebraic sum, for all active BRPs on the DSO's Network, the estimated generation and consumption Load Curves transmitted for Temporal Reconciliation and the remotely read generation and consumption Load Curves transmitted for the calculation of Imbalances or, as applicable, for Temporal Reconciliation if the Load Curves have been adjusted in accordance with Article 3.R.1.8.3.2.

The result is a completing Load Curve of the DSO's system $CdC^{Matching}(GRD_g, A)$, assigned to the BRP in whose Perimeter the DSO's system losses are contained. This Load Curve replaces the Load Curve of reconciled power losses $CdC^{Pertes}_{Norma}(GRD_g, A)$ in the formula described in Article 3.L.6.7.

3.L.6.2.3. Specific provision relating to the power loss Load Curve on initialization of data exchange with RTE during Annual Period Y

If a DSO starts transmitting a Load Curve of power losses on its Network during Y, RTE then calculates the completion Load Curve for the initial part of Annual Period Y using the method described in Article 3.L.6.2.2, and normalizes the DSO's power loss Load Curve at the end of the period.

3.L.6.3. Correction related to Volumes Attributed from a Profiled BE, volumes resulting from PDS Network Flexibility activations for Profiled Consumption Sites, Achieved Load-Reduction Time Series from a Profiled BE, and Primary and Secondary frequency control energies from a Consumption Site: Step 1

RTE corrects the $CdC_{Estim}^{Conso}(RE_r, GRD_g, M+14)$ of each BRP on each DSO to take account of the Attributed Volumes, the volumes resulting from the activation of PDS Network Flexibility, the share of the Achieved Load-Reduction Time Series in primary and secondary frequency control energies supplied and/or saved allocated to the Profiled Consumption Sites attached to the Perimeter of the BRP and with Load Curve of type $TypeCdC_{Estim}$ according to the following formula:

$$
\begin{aligned}
&CdC_{Estim,Corr}^{Conso}(RE_r, GRD_g, M+14) \\
&\quad = CdC_{Estim}^{Conso}(RE_r, GRD_g, M+14) - CdC^{MA,Profilés}(RE_r, GRD_g) \\
&\quad - CdC^{FlexD,Profilés}(RE_r, GRD_g) - CdC^{NEBEF,Profilés}(RE_r, GRD_g) \\
&\quad - CdC^{SSY,Profilés}(RE_r, GRD_g)
\end{aligned}
$$

Where:

- $CdC^{MA,Profilés}(RE_r, GRD_g)$ is the annual Load Curve or Time Series based on Volumes Attributed relating to a BRPRE_r, on the DSO's networkGRD_g, with Load Curve of type $TypeCdC_{Estim}$ and constituting Profiled Consumption BEs. The value assigned to a Time Interval is equal to the difference between upward Volumes Attributed and downward Volumes Attributed;
- $CdC^{FLexD,Profilés}(RE_r, GRD_g)$ is the annual Load Curve or Time Series based on the volumes resulting from the PDS Network Flexibility activations for Profiled Consumption Sites of the RE_r connected to the GRD_g.
- $CdC^{NEBEF,Profilés}(RE_r, GRD_g)$ is the annual Load Curve or Time Series based on the Attributed Volumes relating to a RE_r, on the network of DSO GRD_g, whose Load Curve is $TypeCdC_{Estim}$ and which constitute Profiled Consumption DREs
- $CdC^{SSY,Profilés}(RE_r, GRD_g)$ is the annual Load Curve or Time Series of the primary and secondary frequency control energy of the Profiled Consumption Sites of the RE_r on a GRD_g, with Load Curve $TypeCdC_{Estim}$. This Load Curve represents the difference between the supplied Primary and Secondary frequency control energy and the saved Primary and Secondary Frequency control energy, in accordance with Chapter 4 of the Rules.

3.L.6.4. Spatial alignment of estimated consumption

RTE performs the Spatial Alignment of the $CdC_{Estim,Corr}^{Conso}(RE_r, GRD_g, M+14)$ of the BRPs on each DSO to obtain the $CdC_{Estim,Corr,Calée}^{Conso}(RE_r, GRD_g, A)$according to the method described in Article 3.L.3.1; but:

- based on the standardized power losses $CdC_{Norma}^{Pertes}(GRD_g, A)$ instead of declared power losses $CdC^{Pertes}(GRD_g)$ as before; and based on an uncorrected National Profiling Imbalance of Attributed Volumes, Primary and Secondary frequency control energies and Achieved Load Reduction Time Series as defined below:

$$Ecart\ National\ de\ Profilage_{RT} = CdC^{RéfNat} + CdC^{MA,Télé,MC} + CdC^{FlexD,Télé,MC} + CdC^{NEBEF,Télé,MC} - CdC^{Report,Télé,MC} - \sum_g \sum_r \left(LC\left(RE_r, GRD_g\right)\right) - \sum_g \left(CdC^{Pertes}_{Norma}\left(GRD_g, A\right)\right)$$

Where:

- $\sum_g \sum_r \left(LC\left(RE_r, GRD_g\right)\right) = \sum_g \sum_r \left(CdC^{Conso}_{Estim,Corr}\left(RE_r, GRD_g\right) - CdC^{Prod}_{Estim}\left(RE_r, GRD_g\right) + CdC^{Conso}_{Télé}\left(RE_r, GRD_g\right) - CdC^{Prod}_{Télé}\left(RE_r, GRD_g\right)\right)$

3.L.6.5. Annual normalization of estimated aligned consumption

The energy of the estimated consumption Power Load Curve $CdC^{Conso}_{Estim}\left(RE_r, GRD_g, M+14\right)$ is, by convention, consistent with the energy actually consumed. The final total of the BRP, aside from the specificities linked to the volumes activated or Volumes Attributed ($V_{Assigned}$), PDS Network Flexibility activations, the share of the Achieved Load Reduction Time Series and/or the Primary and Secondary frequency control energies supplied and/or saved allocated to the Profiled Consumption Sites with Load Curve $TypeCdC_{Estim}$, must therefore be consistent with this energy value. However, Spatial Alignment modifies the energies of the Estimated Consumption Load Curves.

RTE therefore corrects the $CdC^{Conso}_{Estim,Corr,Calée}\left(RE_r, GRD_g, A\right)$ of the RE_r on each GRD_g to determine the annual energy of the $CdC^{Conso}_{Estim}\left(RE_r, GRD_g, M+14\right)$ in Annual Period Y.

To do this, RTE calculates the energies over the Annual Period Y:

- $E^{Conso}\left(RE_r, GRD_g, A\right) = \sum_A \left(CdC^{Conso}_{Estim}\left(RE_r, GRD_g, A\right)\right) \times \frac{30}{60}$
- $E^{Conso}_{Corr,Calée}\left(RE_r, GRD_g, A\right) = \sum_A \left(CdC^{Conso}_{Estim,Corr,Calée}\left(RE_r, GRD_g, A\right)\right) \times \frac{30}{60}$

From these two calculations, RTE calculates the normalization coefficient of the consumption of the RE_r on each Distribution System (CNC):

$$CNC\left(RE_r, GRD_g, A\right) = \frac{E^{Conso}\left(RE_r, GRD_g, A\right)}{E^{Conso}_{Estim,Corr,Calée}\left(RE_r, GRD_g, A\right)}$$

Using this coefficient, RTE then calculates the normalized estimated consumption Load Curve over Annual Period Y as follows:

$$CdC^{Conso}_{Estim,Corr,Calée,Norma}\left(RE_r, GRD_g, A\right) = CNC\left(RE_r, GRD_g, A\right) \times CdC^{Conso}_{Estim,Corr,Calée}\left(RE_r, GRD_g, A\right)$$

3.L.6.6. Correction relating to the Volumes Attributed from a Profiled Consumption BE, the volumes resulting from PDS Network Flexibility activations for the Profiled Consumption Sites, the Achieved Load-Reduction Time Series from a Profiled BE and the frequency control energies supplied and/or saved from a Consumption Site: step two

RTE corrects the $CdC^{Conso}_{Estim,Corr,Calée,Norma}(RE_r, GRD_g, A)$ of each RE_r on each GRD_g to take account of the Attributed Volumes, the volumes resulting from the activation of PDS Network Flexibility, the share of the Achieved Load-Reduction Time Series, and the primary and secondary frequency control energies supplied and/or saved and allocated to the Profiled Consumption Sites attached to the Perimeter of the RE_r and with Load Curve of type $TypeCdC_{Estim}$ according to the following formula:

$$CdC^{Conso}_{Estim,Définitive}(RE_r, GRD_g, A) = CdC^{Conso}_{Estim,Corr,Calée,Norma}(RE_r, GRD_g, A) + CdC^{MA,Profilés}(RE_r, GRD_g) + CdC^{FlexD,Profilés}(RE_r, GRD_g) + CdC^{NEBEF,Profilés}(RE_r, GRD_g) + CdC^{SSY,Profilés}(RE_r, GRD_g)$$

Where:

- $CdC^{MA,Profilés}(RE_r, GRD_g)$: the Load Curve based on Volumes Attributed, for the Profiled Consumption sites of the BRP RE_r, on the network of DSO GRD_g, with Load Curve $TypeCdC_{Estim}$and constituting Profiled Consumption BEs. The value assigned to a Time Interval is equal to the difference between the upward Volumes Attributed and the downward Volumes Attributed*;
- $CdC^{FlexD,Profilés}(RE_r, GRD_g)$: Load Curve based on volumes resulting from the PDS Network Flexibility activations for Profiled Consumption Sites of the RE_r which are connected to the GRD_g;
- $CdC^{NEBEF,Profilés}(RE_r, GRD_g)$: the Load Curve established from the Retained Load Reduction Schedules, or the Achieved Load Reduction Time Series when they are available, on all Profiled DREs reporting to Profiled Consumption Sites related to a RE_r, having Load Curve of type $TypeCdC_{Estim}$, on the network of a GRD_g, as defined in Article 3.L.1.8.5.1;
- $CdC^{SSY,Profilés}(RE_r, GRD_g)$: is the annual Load Curve of the primary and secondary frequency control energy of the Profiled Consumption Sites of the RE_r on the Network of a GRD_g, with Load Curve $TypeCdC_{Estim}$. This Load Curve represents the difference between the supplied Primary and Secondary frequency control energy and the saved Primary and Secondary Frequency control energy, in accordance with Chapter 4 of the Rules.

This normalized Load Curve $CdC^{Conso}_{Estim,Définitive}(RE_r, GRD_g, A)$ is the final estimated consumption Load Curve assigned to the RE_r.

3.L.6.7. Calculating energies assigned in Temporal Reconciliation

For the Annual Period Y, RTE calculates the Global Consumption Total (BGC) of the BRP RE_r on each Distribution System.

$$\begin{aligned} &BGC(RE_r, GRD_g, A) \\ &\quad = CdC^{Conso}_{Estim,Définitive}(RE_r, GRD_g, A) - CdC^{Prod}_{Estim}(RE_r, GRD_g, A) \\ &\quad + CdC^{Conso}_{Télé}(RE_r, GRD_g, A) - CdC^{Prod}_{Télé}(RE_r, GRD_g, A) \end{aligned}$$

For a RE_r that contains in its Perimeter the power losses on the Network of a GRD_g, the formula for calculating BGC is:

$$\begin{aligned} &BGC(RE_r, GRD_g, A) \\ &\quad = CdC^{Conso}_{Estim,Définitive}(RE_r, GRD_g, A) - CdC^{Prod}_{Estim}(RE_r, GRD_g, A) \\ &\quad + CdC^{Conso}_{Télé}(RE_r, GRD_g, A) - CdC^{Prod}_{Télé}(RE_r, GRD_g, A) \\ &\quad + CdC^{Pertes(A)}_{Norma}(GRD_g, A) \end{aligned}$$

If the DSO has revised the Remotely Read Load Curves as provided in Article 3.R.1.8.3.2, then the curves $\mathrm{CdC}^{\mathrm{Conso}}_{\mathrm{Télé}}(RE_r, GRD_g, \mathrm{A})$ and $\mathrm{CdC}^{Prod}_{\mathrm{Télé}}(RE_r, GRD_g, \mathrm{A})$ correspond to the Remotely Read Load Curves transmitted to RTE in M+12 for the calculation of Imbalances.

In Annual Period Y, for each Time Interval in a day D and for each BRP with at least one PDS Perimeter, RTE calculates the Adjusted Imbalance of energies assigned to Temporal Reconciliation, in accordance with Article 3.L.5.

3.L.6.8. National residue

RTE calculates the national Residual Load Curve in light of the correction of the totals of the BRPs as described in Article 3.L.6.7:

$$\begin{aligned} &CdC^{RésiduNat}(A) \\ &\quad = \sum_g \sum_r \Big(CdC^{Conso}_{Estim,Corr,Calée}(RE_r, GRD_g, A) \\ &\quad + CdC^{MA,Profilés}(RE_r, GRD_g) + CdC^{FlexD,Profilés}(RE_r, GRD_g) \\ &\quad + CdC^{NEBEF,Profilés}(RE_r, GRD_g) + CdC^{SSY,Profilés}(RE_r, GRD_g) \\ &\quad - CdC^{Conso}_{Estim,Définitive}(RE_r, GRD_g, A) \Big) \end{aligned}$$

Where:

- $CdC^{MA,Profilés}(RE_r, GRD_g)$ is the Load Curve based on Volumes Attributed, for the Profiled Consumption Sites of the BRP RE_r, on the network of DSO GRD_g, with Load Curve $TypeCdC_{Estim}$and constituting Profiled Consumption BEs, as defined in Article 3.L.1.8.5.1. The value assigned to an Imbalance Settlement Period is equal to the difference between the upward Volumes Attributed and the downward Volumes Attributed;
- $CdC^{FlexD,Profilés}$: Load Curve based on volumes resulting from the PDS Network Flexibility activations for Profiled Consumption Sites of the RE_r which are connected to the GRD_g;

- $CdC^{NEBEF,Profilés}(RE_r, GRD_g)$: the Load Curve established from the sum of the Retained Load Reduction Schedules, or the Achieved Load Reduction Time Series when they are available, on all Profiled DREs reporting to Profiled Consumption Sites related to a RE_r, having Load Curve of type $TypeCdC_{Estim}$, on the network of a GRD_g, as defined in Article 3.L.1.8.5.1;
- $CdC^{SSY,Profilés}(RE_r, GRD_g)$: the annual Load Curve of the primary and secondary frequency control energy of the Profiled Consumption Sites of the RE_r on the Network of a GRD_g, with Load Curve $TypeCdC_{Estim}$. This Load Curve represents the difference between the supplied Primary and Secondary frequency control energy and the saved Primary and Secondary Frequency control energy, in accordance with Chapter 4 of the Rules.

The normalization of power losses results, by construction, in a zero-energy national residue Load Curve for each Annual Period Y.

3.L.7. Informing BRPs of malfunctions in data transmitted by a DSO

If the data for the calculation of the M+3 Imbalance is missing, RTE informs the BRPs active on the network of the DSO concerned of the malfunction observed in the transmission of their Load Curves.

If the data is still missing when it comes to the calculation of the M+6 Imbalance, RTE shall again inform the BRPs active on the network of the DSO concerned of the malfunction observed in the transmission of their Load Curves. RTE shall also inform the CRE.

If data for Temporal Reconciliation is missing, RTE informs the BRPs active on the network of the DSO concerned of the malfunction observed in the transmission of their Load Curves. RTE shall also inform the CRE.

3.L.8. Data challenged by the BRP

3.L.8.1. Data controls by the BRP

The BRP checks the data published by RTE in its regard in order to detect anomalies as quickly as possible.

3.L.8.2. Challenging the data used in the calculation of Imbalances

In the event the BRP challenges the data compiled by RTE for a month M from the data listed in Articles 3.P.2.1 and 3.P.2.2, with the aim of obtaining a correction of the data before the last correction of the invoice relating to Month M, the BRP must officially notify RTE of its challenge before the end of Month M+8. This Notification specifies the elementary data it is challenging and the Imbalance Settlement Period(s) concerned. In the event the Parties reach an agreement before the end of Month M+10, the corrected data is included in the invoicing workflow in accordance with Article 3.N.2.

On receiving notification of the challenge, RTE undertakes to formulate a written response as soon as possible and within a maximum of 2 months from the date the challenge is received. If the challenge is justified, RTE undertakes to correct the challenged elementary data.

In the event the data challenged by the BRP is corrected by RTE in the manner described above and within the time limits allowing for the corrected data to be included in the calculation of the invoice issued at the end of M+12, RTE can no longer be held liable by the BRP for the harmful effects of the data prior to correction.

In all cases, in the absence of agreement, the dispute settlement procedures provided in the General Provisions shall be applied.

3.L.8.3. Challenging data used in the calculation of Temporal Reconciliation before date RE_{19}

If the BRP challenges the data referred to in Article 3.P.3.1, aiming to obtain correction of the data prior to calculation of the Temporal Reconciliation, the BRP serves Notification of its challenge to the DSO which is the source of the challenged data. The challenge shall be processed within the time limits and in accordance with the procedures laid down in Article 3.R.2. Corrected data is included in the invoicing workflow in accordance with Article 3.N.2.

In all cases, in the absence of agreement, the dispute settlement procedures provided in the General Provisions shall be applied.

3.M. Energy valorisation

3.M.1. Imbalance valuation

Imbalances give rise to financial compensation between RTE and the Balance Responsible Party. The positive Imbalance Settlement Price (PRE_+) is applied when the Imbalance is positive. Otherwise, the negative Imbalance Settlement Price ($PRE\_$) is applied.

$$Valo\ Ecart(RE_r, M) = \sum_t \left((Ecart_+(RE_r, M) \times PRE_+(t)) + (Ecart\_(RE_r, M) \times PRE\_(t)) \right)$$

Where:

- $Valo\ Ecart(\mathrm{RE_r}, M)$: financial compensation invoiced or paid to the Balance Responsible Party over the Month M (unit: €);
- t: one of the Time Intervals t corresponding to the Imbalance Settlement Period for Month M;
- $Ecart_+(\mathrm{RE_r}, M)$: The Imbalance of the Balance Responsible Party RE_r, when positive, in the Imbalance Settlement Period t (unit: MWh);
- $PRE_+(t)$: the positive Imbalance Settlement Price in the Imbalance Settlement Period t (unit: €/MWh);
- $Ecart\_(\mathrm{RE_r}, M)$: the Imbalance of the Balance Responsible Party RE_r, when negative, in the Imbalance Settlement Period t (unit: MWh);
- $PRE\_(t)$: the negative Imbalance Settlement Price in the Imbalance Settlement Period t (unit: €/MWh);

The Imbalance Settlement Price, not including tax, is calculated for each Imbalance Settlement Period according to the sign (positive/negative) of the Imbalance, the Trend on the French electricity system and the sign (positive/negative) of the VWAP.

Where the VWAP is positive or nil:

	Trend of the French Electrical System upwards and PMP_H positive or zero	Trend of the French Electrical System downwards and PMP_B positive or zero
Positive imbalances	$PMP_H \times (1-k)$ Note 1	$PMP_B \times (1-k)$
Negative imbalances	$PMP_H \times (1+k)$	$PMP_B \times (1+k)$ Note 2

Where VWAP is negative:

	Trend of the French Electrical System upwards and PMP_H negative	Trend of the French Electrical System downwards and PMP_B negative
Positive imbalances	$PMP_H \times (1+k)$ Note 1	$PMP_B \times (1+k)$
Negative imbalances	$PMP_H \times (1-k)$	$PMP_B \times (1-k)$ Note 2

PMP_H : upward Volume-Weighted-Average Price ($VWAP_U$)

PMP_B : downward Volume-Weighted-Average Price ($VWAP_D$)

Note 1: The Settlement Price for positive Imbalances cannot be higher than the Settlement Price for negative Imbalances PRE_-.

Note 2: The Settlement Price for negative Imbalances cannot be lower than the Settlement Price for positive Imbalances PRE_+.

The Imbalance Settlement Price, the Trend on the French Electricity System and the Volume-Weighted Average Prices are Public Indicators of the Balancing Mechanism, as described in Chapter 2.

The value of the coefficient k is published on the RTE website and is determined in such a way as to regulate the balance of the Balancing-Imbalances account in accordance with the indications of Article 3.Q.6.

3.M.2. Valuation of Physical Consumption

The Physical Consumption by the Balance Responsible Party is paid monthly by the Balance Responsible Party to RTE. The price, coefficient c, is published on the RTE website. The coefficient “c” is designed to cover the costs incurred by RTE under the provisions of Article L321-12 of the Energy Code. All price reviews in proportion to the Physical Consumption by Balance Responsible Parties are submitted by RTE to the CRE for approval.

3.M.3. Valuation of Temporal Reconciliation

3.M.3.1. Valuation of energies assigned to Temporal Reconciliation

Valuation of the monthly positive and negative imbalances of the BRP is carried out in accordance with the provisions of Article 3.M.1.

RTE calculates the term $Correction\ Valorisée(RE_r, M)$ corresponding to the difference between the Imbalance valued in M+12 and the Imbalance at Temporal Reconciliation for each Month in Year Y. The sum of these monthly valuations over the Annual Period Y constitutes the $Correction\ Valorisée(RE_r, A)$.

3.M.3.2. Valuation of national residue

RTE calculates the $National\ Financial\ Residue\ (Y)$ by valuing the national residue Load Curve over the Annual Period Y at the Reference Spot Price.

The term $National\ Financial\ Residue\ (M)$ designates the monthly share of $National\ Financial\ Residue\ (Y)$.

RTE allocates a share of the National Financial Residue to the BRP in proportion to its final estimated consumption energy on the Public Distribution Network over the Annual Period Y:

$$E^{Conso}_{Estim,Définitive}(RE_r, A) = \sum_{A}\left(\sum_{g}\left(LC^{Conso}_{Estim,Définitive}\left(RE_r, GRD_g, J\right)\right)\right) \times \frac{30}{60}$$

RTE then calculates the share of the National Financial Residue assigned to the BRP over the Annual Period Y:

$$Résidu\ Financier(RE_r, A) = Résidu\ Financier\ National(A) \times \left(\frac{E^{Conso}_{Estim,Définitive}(RE_r, A)}{\sum_r E^{Conso}_{Estim,définitive}(RE_r, A)}\right)$$

3.M.4. Valuation by RTE of the financial consequences for the BRP as a result of missing or erroneous data transmitted by a DSO since the previous deadline in the flow reconstitution process

Under the principles of liability set out in the General Provisions, RTE provides the requesting BRP with a valuation of the financial consequences devolving on it as a result of missing or erroneous data transmitted by a DSO. In all cases, the valuation provided by RTE is for informative purposes only. It is non-binding, and addresses only the financial consequences of missing or erroneous data.

RTE conducts its valuation in accordance with the following procedure:

- the BRP submits its written request to RTE;
- RTE informs the DSO of the BRP's request;
- RTE carries out the valuation within 1 Month of the date on which RTE comes into possession of all corrected or completed data sent by the DSO and necessary for this valuation;

- the data used for the valuation is the data available to RTE at the time RTE conducts the assessment. RTE uses the corrected or completed data supplied by the DSO for this assessment. At the request of the DSO, RTE shall send it the valuation conducted in application of this Article.

Finally, RTE explains the methods used for valuation to the BRP and to the DSO concerned.

3.M.5. Specific compensation arrangements for the BRP

Under the conditions addressed in Articles 3.M.5.1 and 3.M.5.2, special terms and conditions for the compensation of the BRP apply.

3.M.5.1. Unscheduled Unavailability of the Upstream Network, considered as originating from the Generation Feed Network, following erroneous information from RTE or as the result of information not being provided

In the event of Unscheduled Unavailability of the Upstream Network:

- resulting in a total or partial limitation on Injection by a Generation Unit connected to the PTS or a total or partial limitation on the physical flow of a New Exempt Interconnection (NID) connected to the PTS;
- and where such unavailability was initially declared by RTE as originating in the Generation Feed Network or, where information is not communicated by RTE, considered by default as originating in the Generation Feed Network;

RTE shall, at its request, compensate the BRP for the costs incurred in rebalancing its Perimeter.

In the case of a total or partial limitation on injection, or a total or partial limitation on the physical import flow of a New Exempt Interconnection (NID), compensation can only be awarded if the Unavailability has led the BRP to take energy compensation measures resulting in a positive imbalance or increasing its positive imbalance.

For each Imbalance Settlement Period affected by the incident, the compensation awarded to the BRP is calculated as follows:

$$Indemnisation\ RE = E_{Indemnisée} \times max\left(0\ ;\left(Prix_{SpotRef} - PRE_{+}\right)\right)$$

Where:

- $E_{Indemnisée}$: compensated energy (unit: MWh);
- $Prix_{SpotRef}$: the Reference Spot Price (unit: €/MWh);
- PRE_{+}: the positive Imbalance Settlement Price (unit: €/MWh).

Compensated energy is equal to:

$$E_{Indemnisée} = min\left(E_{Ecart+}\ ;E_{Compensée\ par\ BRP}\right)$$

Where:

- E_{Ecart+}: positive imbalance energy (unit: MWh);
- $E_{Compensée\ par\ BRP}$: energy compensated by the BRP (unit: MWh).

In the specific case of a total or partial limitation on extraction from a STEP (pumped storage) Generation Unit or a total or partial limitation on the physical export flow of a NID, compensation can only be awarded if Unavailability has led the BRP to take energy compensation measures resulting in a negative imbalance or increasing its negative imbalance.

For each Imbalance Settlement Period affected by the incident, the compensation awarded to the BRP is calculated as follows:

$$Indemnisation\ RE = E_{Indemnisée} \times max\left(0\ ;\left(PRE\_ - Prix_{SpotRef}\right)\right)$$

Where:

- $E_{Indemnisée}$: compensated energy (unit: MWh);
- $Prix_{SpotRef}$: the Reference Spot Price (unit: €/MWh);
- $PRE\_$: the negative Imbalance Settlement Price (unit: €/MWh).

The compensated energy is equal to:

$$E_{Indemnisée} = min\left(E_{Ecart-}\ ; E_{Compensée\ par\ BRP}\right)$$

Where:

- E_{Ecart-}: negative imbalance energy (unit: MWh);
- $E_{Compensée\ par\ BRP}$: energy compensated by the BRP (unit: MWh).

In all cases, the compensated energy is less than or equal to the limitation induced by Unavailability. The BRP must provide RTE with documentation demonstrating that it has compensated for the energy limitation caused by Unavailability and provide it, for verification purposes, with the financial information within 30 days of the provision of the data relating to the BRP's Perimeter in M+3.

Similarly, the Imbalance energy included in the compensated energy formula corresponds to the Imbalance after corrective balancing applied as necessary by RTE to compensate for the unscheduled unavailability of the Upstream Network, in application of the provisions of Chapter 2.

The period considered for the compensation starts no earlier than the date of the incident and may not exceed 24 hours. In determining this period, RTE takes into account the times when the BRP has been required to take energy compensation measures as a result of Unavailability. For the day(s) following the day of the incident, the Parties shall, as applicable, agree on the terms of compensation for all costs incurred by the BRP in rebalancing its Perimeter.

3.M.5.2. Unscheduled Unavailability of the Generation Feed Network initially declared by RTE as originating in the Upstream Network

In the event of Unscheduled Unavailability of the Generation Feed Network:

- resulting in a total or partial limitation on Injection by a Generation Unit connected to the PTS,
- and when this Unavailability was initially declared by RTE as originating in the Upstream Network,

RTE shall compensate the BRP, upon request, for costs incurred as a result of Imbalances generated in its Perimeter.

In the case of a total or partial limitation on injection, compensation can only be awarded when the Unavailability has resulted in a negative imbalance (or an increased negative imbalance) for the BRP.

For each Imbalance Settlement Period affected by the incident, the compensation awarded to the BRP is calculated as follows:

$$Indemnisation\ RE = E_{Indemnisée} \times max\left(0\ ;\left(PRE_{-} - Prix_{Offre_B^{EDA,EDP}}\right)\right)$$

Where:

- $E_{Indemnisée}$: compensated energy (unit: MWh);
- $Prix_{Offre_B^{EDA,EDP}}$: the downward Bid Price on the Balancing Mechanism of the BE to which the SE belongs (unit: €/MWh);
- PRE_{-}: the negative Imbalance Settlement Price (unit: €/MWh).

The compensated energy is equal to:

$$E_{Indemnisée} = min\left(E_{Ecart-}\ ;E_{No\ Injectée,Indispo}\right)$$

Where:

- E_{Ecart-}: negative imbalance energy (unit: MWh);
- $E_{No\ Injectée,Indispo}$: energy not injected due to Unavailability (unit: MWh).

In the specific case of total or partial limitation on extraction by a STEP (pumped storage) plant, compensation can only be awarded if the Unavailability has resulted in a positive imbalance for the BRP or increased its positive imbalance.

For each Imbalance Settlement Period affected by the incident, the compensation awarded to the BRP is calculated as follows:

$$Indemnisation\ RE = E_{Indemnisée} \times max\left(0\ ;\left(Prix_{SpotRef} - PRE_{+}\right)\right)$$

Where:

- $E_{Indemnisée}$: compensated energy (unit: MWh);
- $Prix_{SpotRef}$: the Reference Spot Price (unit: €/MWh);
- PRE_{+}: the positive Imbalance Settlement Price (unit: €/MWh).

The compensated energy is equal to:

$$E_{Indemnisée} = min\left(E_{Ecart+}\ ;E_{No\ Injectée,Indispo}\right)$$

Where:

- E_{Ecart+}: positive imbalance energy (unit: MWh);
- $E_{No\ Injectée,Indispo}$: energy not injected due to Unavailability (unit: MWh).

If the SE does not belong to a BE offered on the Balancing Mechanism, the downward Balancing Bid price will be considered as Min [0; Marginal Balancing Price].

The BRP must provide RTE, for verification purposes, with the financial information justifying the compensation within 30 Days of the provision of the data relating to its Perimeter in M+3.

The period considered for the compensation starts no earlier than the date of the incident and ends at the end of the incident, or at the end time for activation of the downward Balancing Bid initially outlined by RTE.

3.M.6. Special BRP billing procedures concerning Network Flexibilities under Obligation to Purchase

In the case of activation of downward Network Flexibilities when Network Flexibility is provided by an Injection Site under Obligation to Purchase, the Balance Perimeter to which the Site belongs is corrected by RTE in the cases provided in Article 3.L.5.1.3.

In order reimburse return the amounts corresponding to the sale on the energy markets of the volumes corrected in accordance with the preceding paragraph, a financial payment is made between the BRP whose Balance Perimeter has been corrected and the System Operator responsible for the activation of Network Flexibility, either:

- the DSO initiating the activation in the case of PDS Network Flexibility activated to resolve a PDS constraint.
- RTE in the case of PTS Network Flexibility and PDS Network Flexibility activated to resolve an RPT constraint.

The amount of this valuation $Valo_{Flex,OA}$ is defined as follows:

$$Valo_{Flex,OA} = \sum_{t \in D_{Activation}} E_{ActivationFlex}(t) \times Price_{SpotRéf}(t)$$

Where:

- $D_{Activation} = [0, T]$: the duration of activation of Network Flexibility;
- t: one of the Time Intervals at the granularity of the Spot Price during period $D_{Activation}$;
- $E_{ActivationFlex}(t)$: the energy corrected downwards in accordance with Article 3.L.5.1.3, corresponding to the volume resulting from the activation of Network Flexibility during the Time Interval t (unit: MWh);
- $Prix_{SpotRéf}(t)$: Reference Spot Price during Time Interval t (unit: €/MWh).

Invoicing is carried out according to the terms of:

- Article 3.R.2.10 for PDS Network Flexibilities activated to resolve a PDS constraint;
- Article 3.N.3.3 for PTS Network Flexibilities and PDS Network Flexibilities activated to resolve an RPT constraint.

3.N. Invoicing and Payment

3.N.1. Overview

3.N.1.1. Issuing invoices

RTE sends invoices and/or credit notes to the billing address specified by the BRP in the Participation Agreement.

The BRP may, at any time, notify RTE of the change in its billing address. This change will take effect after a period of 10 Days following Notification.

3.N.1.2. Conditions and deadlines for settlement of invoices

RTE pays the BRP's credit notes within 30 Days of the date they are issued by RTE, or on the Business Day following the 30th Day if this is not a Business Day, via bank transfer to the BRP's bank account, the details of which are given in the Participation Agreement. RTE states the invoice references on each settlement. Failure to do so will result in a fixed penalty of 140 euros, payable to the Balance Responsible Party.

The BRP settles RTE's invoices within 30 Days of the date on which they are sent, or on the Business Day following the 30th Day if this is not a Business Day, relative to the date on the postal franking mark, according to one of the following methods specified in the Participation Agreement:

- Bank transfer to RTE's bank account, the details of which are given in the Participation Agreement. The BRP is responsible for all fees charged by its bank. The BRP is required to quote the reference of the invoice issued by RTE with each payment. Failure to do this will result in a fixed penalty of one hundred and forty (140), payable to RTE.
- Direct debit. In this case, the BRP sends RTE a SEPA Direct Debit order completed using the form provided with the General Provisions.

In the case of payment by bank transfer, the BRP checks with its bank that the transfer order for payment of a given invoice quotes the invoice number. In the event of a SWIFT transfer, the BRP asks its bank to indicate this number in the “Reasons for payment" field. Failure to include this information means that RTE will have to manually identify transfers arriving in its account. For every transfer requiring manual identification, RTE will invoice a fixed sum of €140 to the BRP.

In derogation of the 30-day payment period indicated in the second paragraph of this Article, if the outstanding amount of the BRP exceeds the amount authorized by its Financial Guarantee, under the provisions of Article 3.O.1 RTE may require the BRP to pay the invoices issued subsequent to the exceedance of the authorized amount within 5 Days of their date of issue or on the first Business Day after the 5th Day when the latter is not a Business Day, relative to the date on the postal franking mark.

3.N.1.3. Penalties for late payment

In the absence of the full payment of the sums due by each of the Parties within the time limits laid down in Article 3.N.1.2, the sums due shall be automatically increased, without the need for formal notification, by penalties calculated on the basis of the interest rate applied by the European Central Bank in its most recent refinancing operation, plus 10 percentage points. These Penalties are on the total amount of the debt (amount of the invoice including taxes). They are calculated from the first Day following the due date, until the date on which the invoice is paid in full.

In addition to these penalties, under Article L.441-6 of the commercial code a flat-rate indemnity for recovery costs shall be applied. This amounts to 40 euros (excluding tax), in accordance with Article D.441-5 of the commercial code.

Also pursuant to the aforementioned Article L.441-6, a supplementary indemnity may be claimed by RTE where the recovery costs incurred are greater than the amount of the flat-rate indemnity.

3.N.1.4. Non-payment: exception

In the event of non-payment by a Party of sums due under its Participation Agreement to the other Party, the latter may suspend the payment of sums which it itself owes to its counterparty, up to the limit of the amount of sums it owes.

3.N.2. Monthly invoicing

3.N.2.1. Preparing the invoice or credit note

RTE sends the BRP each of the invoiced items relating to administration Expenses, Physical Consumption and Imbalances.

If the invoicing elements show a credit in favour of RTE, RTE sends the BRP an invoice for the corresponding amount by no later than the last Day of the Month.

If the invoicing elements show a credit in favour of the BRP, RTE sends the BRP a credit note accompanied by the corresponding amount by no later than the last Day of the Month.

3.N.2.2. Invoicing elements

3.N.2.2.1. Financial regulations related to management fees

Each Month M, RTE sends the BRP the balance of the invoiced items falling under administrative expenses with regard to additional services in the form of a monthly invoice amount:

- for one month for each export Transaction and each import Transaction within the BRP's Perimeter, on one border and one timeframe, for Month M-1:
- for each non-zero volume Block Exchange Schedule (PEB) accepted by RTE for a day D and included in the calculation of Imbalances.

The price of each additional service is fixed by decision of the French Energy Regulatory Commission in application of Article L.341-3 of the Energy Code.

3.N.2.2.2. Financial regulations related to Physical Consumption and Imbalance

Each month M, RTE draws up, for the BRP, the balance of the invoiced items relating to Physical Consumption and the Imbalance in accordance with the provisions of Articles 3.M.2and 3.M.1:

- valuation of Month M-1 taking into account corrections to elementary data made by RTE or transmitted by the DSOs before the deadline specified in accordance with Article 3.R.1.7.4;
- adjustment as necessary of the Month M-3 invoice to take into account corrections to elementary data made by RTE or transmitted by the DSOs before the deadline specified in accordance with Article 3.R.1.7.4;

- adjustment as necessary of the Month M-6 invoice to take into account corrections to elementary data made by RTE or transmitted by the DSOs before the deadline specified in accordance with Article 3.R.1.7.4;
- adjustment as necessary of the Month M-12 invoice to take into account corrections to elementary data made by RTE or transmitted by the DSOs before the deadline specified in accordance with Article 3.R.1.7.4.

3.N.3. Annual invoicing

3.N.3.1. Preparing the invoice or credit note relating to Temporal Reconciliation

In October of Year Y+2, RTE draws up, for the BRP, the balance of the invoiced items relating to Temporal Reconciliation in the annual period between July of Year Y and June of Year Y+1.

Depending on the financial balance of the elements defined in Article 3.L.6, RTE sends the BRP, no later than the last Day of October of Year Y+2, an invoice or credit note corresponding to Temporal Reconciliation in the annual period Y between July of Year Y and June of Year Y+1.

3.N.3.1.1. Financial regulations related to correction

RTE invoices the $Correction\ Valorisée(RE_r, A)$ of the BRP:

- if $Correction\ Valorisée(RE_r, A)$ is positive, RTE issues a credit note invoice line to the BRP;
- if $Correction\ Valorisée(RE_r, A)$ is negative, RTE issues an invoice line to the BRP.

3.N.3.1.2. Financial regulations related to Residue

RTE invoices $Résidu\ Financier(RE_r, A)$ to the BRP:

- if $Résidu\ Financier(RE_r, A)$ is positive, RTE issues a credit note invoice line to the BRP;
- if $Résidu\ Financier(RE_r, A)$ is negative, RTE issues an invoice line to the BRP.

3.N.3.2. Preparing the invoice or credit note relating to the repayment of the balance of the "Balancing-Imbalances" account

In the event of an imbalance in the "Balancing-Imbalances" account for a delivery year Y prior to 1 January 2023, RTE retroactively repays the Balance Responsible Parties in a situation of imbalance, in accordance with Article 3.Q.6.3.

There is no *ex post* payment of the balance of the "Balancing-Imbalances" account for delivery periods falling after 1 January 2023 corresponding to the implementation of *ex ante* management of the balance of the "Balancing-Imbalances" account, in accordance with Article 3.Q.6.4.

3.N.3.3. Financial settlements relating to the activation of PTS and PDS Network Flexibilities under Obligation to Purchase to resolve PTS congestion

In June of Year Y+1, RTE prepares for the BRP the statement of the invoiced items for PTS and PDS Network Flexibility activations to resolve PTS congestion issued by an Injection Site under Obligation to Purchase, in accordance with Article 3.M.6, for the annual period from January of Year Y to December of Year Y.

If the balance is positive, RTE submits the corresponding invoice to the BRP by the last day of June of the Year Y+1. If the balance is negative, the BRP submits the corresponding invoice to RTE by the last day of June of Year Y+1.

In the hypothesis where the volumes on which the calculation of ValoFlex,OA (within the meaning of Article 3.M.6) is based are subject to review before calculation of the M+12 imbalance, the invoice may be rectified at the initiative of RTE or at the request of the BRP subject to the agreement of RTE, before 1 June of year Y+2.

Billing arrangements between the DSO and the BRP for PDS Network Flexibility activations to resolve PDS constraints are described in Article 3.R.2.10.

3.N.4. Disputed invoices

Should the BRP wish to challenge an invoice and/or a credit note, it must notify RTE accordingly. Notification of a challenge does not suspend the obligation to pay the sums invoiced. In the absence of agreement, the dispute settlement procedures provided for in the General Provisions shall apply.

3.O. Financial securing of the BRP system

A financial securing mechanism, based on Bank Guarantees using the form provided in the General Provisions, and where relevant a Cash Deposit placed by completing and signing the Cash Deposit contract equivalent to placement of collateral as a joint guarantee provided in Appendix 3.A10, is established under the terms of this Chapter and applies to the BRPs. A Financial Guarantee is constituted by a Bank Guarantee, the minimum amount of which is in accordance with the table in Article 3.O.1, and, as applicable, Cash Deposits made in accordance with Article 3.O.8.

In addition to the Bank Guarantee, whose minimum amount is in accordance with the table in Article 3.O.1, the BRP may submit to RTE a Cash Deposit equivalent to the placement of collateral, within the meaning of Articles 2374 et seq. of the Civil Code and under the conditions laid down in Article 3.O.8.

To implement this financial securing mechanism, RTE monitors the outstanding debt and the Forecast Imbalance of the BRP within the terms set forth in Articles 3.O.4 and 3.D.2.

The Participation Agreement shall be terminated under the conditions described in Article 3.D.3 where the BRP's Bank Guarantee is no longer valid (to the extent that it no longer meets the criteria listed in Article 3.O.1) or where the Financial Guarantee has not been renewed or reassessed in accordance with Articles 3.O.3 to 3.O.8, after the notification served to the BRP of the need to provide a Bank Guarantee, or as applicable a Financial Guarantee, has failed to produce effect on expiry of the period specified in the formal notification.

3.O.1. Characteristics of the Bank Guarantee

The Bank Guarantee must be issued by a credit institution within the meaning of Articles L.511-5 and L.511-6 of the Monetary and Financial Code and must be made using the Bank Guarantee form provided in the General Provisions.

The Guarantor must be a credit institution that is known to be solvent, i.e. meets the rating criterion set out below, and is domiciled in a Member State of the European Union, in Switzerland or in Norway.

This credit institution must not be the BRP itself, and may not control or be controlled by the BRP within the meaning of Article L.233-3 of the Commercial Code.

The Bank Guarantee must be issued by a credit institution whose long-term financial rating awarded by an international rating agency is at least BBB+ with stable outlook (Standard & Poor's and Fitch rating systems) or Baa1 (Moody's rating system). When a credit institution is rated by several rating agencies, all its ratings must be in accordance with the above criterion.

The Bank Guarantee is issued for a period of validity of at least 1 year. The duration of the Bank Guarantee may be extended on the signature, by the Guarantor, of an Amendment to the Bank Guarantee, using the form provided in the General Provisions, with a period of validity of at least 1 year.

All BRPs must submit a Bank Guarantee to RTE, the amount of which is in accordance with one of the amounts specified in this Article 3.O.1. The amount of the Bank Guarantee may be modified on the signature, by the Guarantor, of an Amendment to the Bank Guarantee using the form provided in the General Provisions.

The minimum amount of the Bank Guarantee placed by a BRP with RTE is determined by the annual Mean Consumption Power in its Balance Perimeter. In the case where the BRP is active for a period of less than 12 Months, the Mean Consumption Power is calculated from the full Months available at the time of calculation.

Annual Mean Consumption Power range (MW)	**Amount of Bank Guarantee (or Financial Guarantee as applicable) (k€)**
≤ 10	50
] 10 ; 20]	100
]20 ; 35]	175
] 35 ; 50]	250
] 50 ; 75]	400
] 75 ; 100]	500
] 100 ; 150]	750
] 150 ; 200]	1000
] 200 ; 250]	1250
] 250 ; 300]	1500
] 300 ; 400]	2000

] 400 ; 500]	2500
] 500 ; 600]	3000
] 600 ; 700]	3500
> 700	5000

3.O.2. Initialization of the Bank Guarantee for a new BRP

The BRP provides RTE with a Bank Guarantee whose amount it determines based on its forecast activity (forecast Mean Consumption Power) in accordance with the table in Article 3.O.1 On the date of entry into force of the Participation Agreement, the BRP must confirm this forecast of Mean Consumption Power with RTE, and update it if warranted by the evolution of its Balance Perimeter.

Once 120 days have elapsed and on condition it has the necessary data, RTE calculates the Mean Consumption Power of the BRP's Perimeter for the first 3 months of activity; this value is then assimilated into the annual Mean Consumption Power to determine the minimum amount of the reference Bank Guarantee required of the BRP, in accordance with the table in Article 3.O.1.

3.O.3. Renewal of the Bank Guarantee

No later than 120 Days before the expiry date of a Bank Guarantee, RTE must notify the BRP of the expiry date and the minimum amount of the new Bank Guarantee to be placed by the BRP, following the amounts specified in Article 3.O.1. This amount is based on the Mean Consumption Power of the Perimeter for the last 12 full Months available at the time of calculation.

If the minimum amount of the new Bank Guarantee is lower than the current Bank Guarantee amount, the BRP shall submit a Financial Guarantee to an amount at least equal to the amount of the current Bank Guarantee and any Cash Deposits that may exist, in one of the amounts defined in Article 3.O.1 and according to the procedure indicated in Article 3.O.8, either by means of a single Bank Guarantee or placing an additional Cash Deposit to cover the minimum amount of the new Bank Guarantee required by RTE.

If RTE does not receive a new Bank Guarantee or an Amendment to the Bank Guarantee

within 30 days of the aforementioned Notification, RTE may, via registered letter with recorded delivery, demand that the BRP submit a new Bank Guarantee within 90 days and, as applicable, a Financial Guarantee, the amount of which is not reduced. If at the end of this period of 90 days no Bank Guarantee or Amendment to the Bank Guarantee has been placed by the BRP in accordance with the requirements of Article 3.O.1 and to an amount greater than or equal to that requested, and as applicable in the event of a reduced Financial Guarantee, RTE may terminate the Participation Agreement under the conditions laid down in Article 3.D.3.2.

The date of entry into force of the new Bank Guarantee or of the Amendment to the first-call Bank Guarantee must be the date on which the previous Bank Guarantee expires. In the event of a change of Guarantor, changes to the amount and duration of the Bank Guarantee require a new Bank Guarantee to be signed by the new credit institution.

3.O.4. Monitoring a BRP's outstanding debt

RTE monitors the outstanding debt of each BRP each day D and makes it available to each BRP.

This outstanding amount is the algebraic sum:

- of the amounts shown on the monthly invoices and credit notes, in accordance with Article 3.N.2, and not paid on Day D;
- of the invoiced items relating to imbalances valued as specified in Article 3.M.1, and not yet invoiced in the period ending at the end of D-1;
- the Estimated Imbalance of the reporting BRP for day D, calculated and valued as specified in Article 3.O.4.2;
- the invoiced items related to Physical Consumption valued in accordance with Article 3.M.2, not yet invoiced for the period ending week W-3.

3.O.4.1. Additional terms and conditions for BRPs with at least one Site connected to the PDS

If the Perimeter of a BRP contains at least one Site connected to the PDS, for days when the consumption and generation data of the PDS part of the BRP's Perimeter has not been published by RTE as indicated in Article 3.P.2.3.1.2, the quantities injected and extracted into/from the PDS part of the Balance Perimeter shall be determined by estimate, using the method defined below.

The estimate is based on the latest Global Consumption Total for the BRP, published by RTE in accordance with Article 3.P.2.3.1.2. The Global Consumption Total corresponds to a weekday similar to the day estimated. This estimate is used for the calculation of invoiced items relating to imbalances not yet invoiced and comprising the outstanding debt of the BRP. A tolerance of 10% on the estimated quantities is applied in favour of BRPs having at least one Site connected to the PDS in their Perimeter.

3.O.4.2. Additional arrangements for declarative BRPs

For BRPs with only the stated elements described in Articles 3.L.1.4 and 3.L.1.5 in their Balance Perimeter on a day D, RTE checks, on D-1 after reception of the aforementioned stated elements, the forecast imbalance of the BRP for day D. RTE values this forecast imbalance at the Reference Spot Price for day D.

If the Forecast Imbalance valued at the Reference Spot Price is negative and is greater than €250,000, RTE shall alert the BRP of the need to balance on the Short Term Market or via the Block Exchange Service governed by the provisions of Article 3.I.

3.O.5. Authorized outstanding debt

The amount of the outstanding debt authorized for the BRP is equal to the amount of the reference Bank Guarantee, or as applicable the amount of the Financial Guarantee, required under the conditions laid down in Article 3.O.

The BRP may place a Bank Guarantee, or a Financial Guarantee, to an amount greater than the minimum amount of the reference Bank Guarantee required by RTE, if it wishes to benefit, in one of the amounts set out in the present Article 3.O.1, from a larger authorized outstanding debt.

In the event the authorized outstanding debt is exceeded, as described in cases (a) and (e) of Article 3.O.6.2, the amount of the Financial Guarantee required by RTE, as set out in the letter of formal notification served to the BRP, must be at least equal to the outstanding debt amount established by RTE, rounded up to the next million euros where the amount of the outstanding debt exceeds 5 million euros. With the exception of BRPs with only declarative elements within their Balance Perimeter, the amount of the Financial Guarantee demanded by RTE may not exceed 30 million euros.

3.O.6. Revision of the value of the Bank Guarantee or Financial Guarantee

3.O.6.1. At the initiative of the BRP

The BRP may at any time take the initiative of adjusting the amount of its Bank Guarantee upward, in order to increase its authorized outstanding debt. This change can be made through the Guarantor's signature of an Amendment to the Bank Guarantee or by submitting a new Bank Guarantee.

In addition to the reference Bank Guarantee, or where applicable the Financial Guarantee, the BRP may make a Cash Deposit in accordance with Article 3.O.8. This modification may be made by signing a Cash Deposit contract equivalent to the placement of collateral, using the form provided in Appendix 3.A10, or, as applicable, by signing an amendment to the contract using the form provided in Appendix 3.A11.

The BRP may also take the initiative to adjust the amount of its Financial Guarantee downwards, in accordance with the requirements of Article 3.O.1. This downward revision may be authorized if all of the following conditions are met:

- the new amount requested by the BRP for its Financial Guarantee:
    - covers the outstanding debt of the BRP, in accordance with Article 3.O.4;
    - is greater than the outstanding debts of the BRP that have been recorded in the last 6 Months and have been established in accordance with Article 3.O.4, with the exception of the data estimated in accordance with Article 3.O.4.1, which must be consolidated with the data published by RTE under the provisions of Article 3.P.2.3.1.2;
    - is greater than or equal to the minimum amount presented in the table in Article 3.O.1, which depends on the annual Mean Consumption Power calculated for the BRP and which must be covered by the reference Bank Guarantee;
    - is equal to one of the reference amounts permitted under Article 3.O.1;
- the BRP has not, in the previous 12 Months, requested a downward revision of its Financial Guarantee, followed less than 6 Months later by a request by RTE for an upward revision;
- RTE has not, in the previous 12 Months, requested an upward revision of the Bank Guarantee, or as applicable of the Financial Guarantee, on the grounds cited in cases (a) and (b) in Article 3.O.6.2.

In all the revision scenarios mentioned above, the BRP:

- Notifies RTE, by registered letter with recorded delivery, of a new Bank Guarantee or an Amendment to the Bank Guarantee which will take effect no sooner than 5 Business Days after reception by RTE; and/or

- makes a Cash Deposit by signing a contract for the placement of collateral, using the form provided in Appendix 3.A10, or, as applicable, by signing an amendment to the contract using the form provided in Appendix 3.A11 and in accordance with the requirements of Article 3.O.8. This Cash Deposit will effectively modify the Financial Guarantee no later than 3 Business Days after RTE's reception of the corresponding sums in the bank account indicated for this purpose.

3.O.6.2. At the initiative of RTE

RTE may request the BRP to place a Bank Guarantee, to revise its Bank Guarantee by signing an Amendment to the Bank Guarantee, or to revise its Financial Guarantee, in the following cases:

(a) if the outstanding debt of a BRP calculated by RTE in accordance with Article 3.O.4 is greater than the authorized outstanding debt, as defined in Article 3.O.1, RTE may notify the BRP, by registered letter with recorded delivery, of the need for the BRP to place, at its earliest convenience and within a maximum of 5 Business Days:

- a Bank Guarantee or an Amendment to the Bank Guarantee in accordance with Article 3.O.1; or
- a Cash Deposit in accordance with Article 3.O.8;

in such a way that the amount of its Financial Guarantee covers the outstanding debt and is equivalent to one of the amounts defined in Article 3.O.1.

Payment of an invoice by the BRP before the expiry of the period mentioned in the formal notification and in within the payment deadlines indicated in Article 3.N.1.2 annuls the grounds for the formal notification if it reduces the outstanding debt to a level below the authorized amount which applied at the time the formal notification was served. In this case, it is no longer necessary for the BRP to review the amount of its Bank Guarantee, or as applicable its Financial Guarantee.

(b) if the Financial Guarantee has been called by RTE in accordance with Article 3.O.7 or if RTE has observed, over the course of a rolling year, 2 Payment Incidents greater than 8 Days which have given rise to letters of formal notification to pay, sent by registered letter with recorded delivery. In this case, RTE may request the BRP, via registered letter with recorded delivery, to submit at its earliest convenience, within a maximum of 5 Business Days and accompanied by formal notification:

- a Bank Guarantee in accordance with Article 3.O.1; and/or
- a Cash Deposit in accordance with Article 3.O.8,

in such a way that the amount of its Financial Guarantee covers the outstanding debt and is equivalent to one of the amounts defined in Article 3.O.1.

This amount must cover the maximum of the following values:

- the sum of invoices issued by RTE for which a Payment Incident has been observed and for which no payment has been made on the date of the formal notification;
- the higher value between the amount of the Bank Guarantee calculated in accordance with Article 3.O.1 and 100,000 euros multiplied by the factor (1+NPI/100), where NPI is the Number of Payment Incidents recorded over the Rolling Year, including the current month;

- Maximum financial guarantee required during the previous 6 months.

(c) if the Annual Mean Consumption Power on its Perimeter has increased such that at the end of a Month M, the Mean Consumption Power of Months M-12 to M-1 exceeds the Annual Mean Consumption Power Range associated with its Bank Guarantee, as set out in the table in Article 3.O.1. In this case, RTE Notifies the BRP accordingly. The BRP must then review its Bank Guarantee to cover the Mean Consumption Power range achieved, as soon as possible and within a period of 1 Month at the latest. Failing this, RTE may, by registered letter with recorded delivery, demand that the BRP notify it, as soon as possible and at the latest within 10 Business Days, of the new Bank Guarantee or an Addendum to the Bank Guarantee.

(d) if, during execution of the Participation Agreement, the long-term financial rating from the credit institution that issued the Bank Guarantee falls below BBB+ stable perspective (Standard & Poor's or Fitch ratings) or below Baa1 (Moody's rating). In this case, RTE Notifies the BRP accordingly. The BRP must then provide a new Bank Guarantee complying with the requirements of Article 3.O.1, as soon as possible and within 1 Month at the latest. Failing this, RTE may, by registered letter with recorded delivery, demand that the BRP notify it, as soon as possible and at the latest within 10 Business Days, of the new Bank Guarantee.

(e) if the following two cumulative conditions are met:

- the outstanding debt of a BRP calculated by RTE in accordance with Article 3.O.4 is greater than the authorized outstanding debt defined in Article 3.O.1 ;
- the Perimeter of this BRP is composed solely of Consumption elements, leading to entirely negative imbalances for 7 consecutive days.

In this case, RTE may, by registered letter with recorded delivery, serve formal notification to the BRP of the need for the latter to:

- submit, accompanied by a formal Notification, as soon as possible and at the latest within 5 Business Days:
    - a Bank Guarantee or an Amendment to the Bank Guarantee in accordance with Article 3.O.1; or
    - a Cash Deposit in accordance with Article 3.O.8;

  in such a way that the amount of its Financial Guarantee covers the outstanding debt and corresponds to one of the amounts given in Article 3.O.1 or, where applicable, with the amount specified by RTE in the letter of formal notification; and
- to reduce by more than 50 percent in volume the daily volume of Imbalances of its Perimeter in relation to the volume of Imbalances identified by RTE at the time of the formal notification, as soon as possible and within 5 Business Days at the latest.

(f) if the BRP has not redeclared the updated Mean Consumption Power, following its designation as a Balance Responsible Party by a Supplier for PDS Consumption Sites, for which RTE has been Notified by the DSO in accordance with the procedures referred to in Article 3.R.3, and in the event that this designation implies an increase in the Mean Consumption Power of its Balance Perimeter, RTE may give official notice to the BRP, by registered letter with recorded delivery, to Notify it, as soon as possible and within five (5) Business Days at the latest, of a Bank Guarantee or an Amendment to the Bank Guarantee in accordance with Article 3.O.1, or as an interim solution a Cash Deposit in accordance with Article 3.O.1, in such a way that the amount of its Financial Guarantee corresponds to one of the amounts defined in Article 3.O.1 and that it is greater than the sum of the Bank Guarantees, or as applicable Financial Guarantees, of this newly designated BRP and of the previous BRP.

Within this period of 5 Business Days, the BRP may send RTE a supporting document attesting to the estimated evolution of the Mean Consumption Power as a result of its new designation as Balancing Manager. In this case, RTE may renew its formal notification of the BRP, by registered letter with recorded delivery, of the need for the latter to send it, as soon as possible and at the latest within 5 Business Days, of a Bank Guarantee or an Amendment to the Bank Guarantee in accordance with Article 3.O.1, or, on a transitional basis, a Cash Deposit in accordance with Article 3.O.8, so that the amount of its Financial Guarantee corresponds with one of the amounts defined in Article 3.O.1, according to the updated Mean Consumption Power. If the document sent by the BRP to RTE does not provide evidence of any other Bank Guarantee amount below the amount requested by the first formal notification, then the latter remains applicable.

Only in case (f) of this Article 3.O.1, and in accordance with Article 3.O.8, the Cash Deposit is transitional and corresponds to the difference between the amount of the Bank Guarantee requested by RTE and the amount of the Bank Guarantee applicable at the time of the formal notification. Following this interim Cash Deposit, the BRP must review the amount of its Bank Guarantee as soon as possible and within 60 days at the latest.

If the BRP has not made a Cash Deposit or submitted a new Bank Guarantee or an Amendment to the Bank Guarantee in response to the request from RTE for the revision of the Bank Guarantee, or as applicable the Financial Guarantee, RTE may terminate the Participation Agreement under the conditions laid down in Article 3.D.3, after its official notification of BRP has failed to produce effect after the time period given here, and which starts on the date of reception.

3.O.7. Calling the Financial Guarantee

If part or all of an invoice which has reached its due date or any payment due to RTE under the BRP's contract is not paid, RTE officially notifies the BRP via registered letter with recorded delivery, of the need for the latter to settle the unpaid amounts within 5 Business Days.

If the BRP has not made the payments mentioned in the formal notification by the time the aforementioned period expires, RTE may:

- call the Bank Guarantee of the BRP, using the form provided in the General Provisions; and/or
- use the Cash Deposit as payment of the amounts due, in accordance with the procedures described in Appendix 3.A10.

No later than 5 Business Days after the Bank Guarantee is called and/or after use of the Cash Deposit, the BRP must notify RTE, by registered letter with recorded delivery, of a new Bank Guarantee and/or place a Cash Deposit in accordance with Article 3.O.6.2 (b).

If at the end of the 5-day period mentioned above, the BRP has neither placed the Cash Deposit nor provided a new Bank Guarantee in response to the request, RTE may terminate the Participation Agreement under the conditions laid down in Article 3.D.3.

3.O.8. Cash Deposit

3.O.8.1. General case of Cash Deposits

In addition to the reference Bank Guarantee required by RTE under Article 3.O.1, and in the cases referred to in Articles 3.O.6.1, 3.O.6.2 (a), 3.O.6.2 (b), 3.O.6.2 3.D.2(e) and 3.D.2, the BRP may place with RTE a Cash Deposit as collateral within the meaning of Articles 2374 et seq. of the Civil Code.

According to each case, the amount of the deposits provide RTE with a Financial Guarantee whose amount is in accordance with the amount defined in Articles 3.O.6.1, 3.O.6.2 (a), 3.O.6.2 (b), 3.O.6.2 (e) and 3.D.2, as well as one of the amounts defined in Article 3.O.1.

The Cash Deposit modifies the BRP's Financial Guarantee within 3 Business Days of the reception by RTE of the corresponding sums in the bank account provided for this purpose. The new Financial Guarantee amount is used to determine the authorized outstanding debt of a BRP, in accordance with Article 3.O.1.

This Cash Deposit must be made using the form provided in Appendix 3.A10 and is valid for 1 year. The validity period of the Cash Deposit may be extended by signing an amendment to the contract for the placement of collateral, using the form provided in Appendix 3.A11, for a period of validity of 1 year from the signature of the amendment.

During the validity period of the Cash Deposit, the BRP may revise the amount of its Bank Guarantee to replace part or all of the Cash Deposit, provided it signs an amendment using the form provided in Appendix 3.A11. In this case, the amount of the Financial Guarantee remains unchanged. This revision of the amount of the Bank Guarantee is made by the Guarantor’s signature of an Amendment to the Bank Guarantee, using the form provided in the General Provisions.

During the period of validity of the Cash Deposit, the BRP may request the revision of the amount of its Financial Guarantee in accordance with the terms of Article 3.O.6.1.

The Cash Deposit is returned to the BRP under the conditions set out in Appendix 3.A10.

No later than 60 Days before the expiry date of the contract for the placement of collateral, RTE shall notify the BRP of:

- the date of expiry of the contract;
- the amount of the Financial Guarantee in force:
    - the amount of the Bank Guarantee in force; and
    - the amount of the Cash Deposit to be renewed if no revision is made or required before the expiry date.

In the event RTE fails to receive in the 30 Days following the aforementioned Notification:

- an Addendum to the contract for the placement of collateral using the form provided in Appendix 3.A11, which allows the term of validity of the Cash Deposit to be renewed for one year; or
- A new Cash Deposit with the signature of a new contract for the placement of collateral or an amendment to the current contract, the amount of which is at least equal to the existing Cash Deposit it replaces, and which allows for the provision of a Financial Guarantee corresponding to one of the amounts defined in Article 3.O.1; or
- an Amendment to the Bank Guarantee that replaces the existing Cash Deposit; or
- a request for revision of the amount of the Financial Guarantee in application of Article 3.O.6.1 as notified by the RE;

RTE may, by registered mail with recorded delivery, request the BRP to provide it with a new Financial Guarantee within 30 days. On expiry of this 30-day period and in the absence of renewal of the Financial Guarantee by the BRP in accordance with the requirements of Articles 3.O.1 and 3.O.6, RTE may terminate the Participation Agreement under the conditions laid down in Article 3.D.3.2.

The effective date of the new contract for the placement of collateral or the amendment to that contract must correspond to the expiry date of the previous Cash Deposit contract.

For each Cash Deposit held by RTE, bank charges are borne by the BRP using the Cash Deposit to constitute its Financial Guarantee over and above the minimum amount of the reference Bank Guarantee required by RTE. Before the signature of each Cash Deposit contract equivalent to the placement of collateral, RTE informs the BRP of the applicable bank charges.

3.O.8.2. Special case of an interim Cash Deposit

As an interim measure, and only in the case mentioned in Article 3.O.6.2 f), the BRP may submit a Cash Deposit to RTE before placing the Bank Guarantee required by RTE. In case f) of Article 3.O.6.2, this Cash Deposit may not exceed 60 calendar days.

In the case referred to in Article 3.O.6.2 f), the amount of the sums deposited must be such as to provide RTE with a Financial Guarantee, the amount of which is in accordance with the amount defined in the aforementioned Article and with one of the amounts defined in Article 3.O.1.

If, by the end of the 55-calendar-day period, the BRP has not provided RTE with a Bank Guarantee meeting the conditions laid down in Article 3.O.6.2 f), then RTE shall formally notify the BRP, by registered letter with recorded delivery, of the need for the latter to place the Bank Guarantee as soon as possible and within 5 business days at the latest. If, on expiry of the aforementioned 5-day period, the BRP has not placed a new Bank Guarantee or an Amendment to the Bank Guarantee in response to the request, RTE may terminate the Participation Agreement under the conditions laid down in Article 3.D.3.

3.P. Indicators and publications

3.P.1. Indicators and public information in the Balance Responsible Party system

The indicators and information relating to the Balance Responsible Party system listed in the table below are public and accessible on the RTE website.

No.	Indicator or information	Indicator level		Initial publication	Final publication
		Before the date RE_{15}	From date RE_{15}		
Imbalance Settlement Price					
1	Negative Imbalance Settlement Price	Half-Hourly interval	Quarter-Hourly interval	On D	Y+2
2	Positive Imbalance Settlement Price	Half-Hourly interval	Quarter-Hourly interval	On D	Y+2
Monthly balances					
3	Monthly balance of the Balancing Operations-Imbalances Account	Month		M+2 (publication in M+2 of Month M data validated in "M+1")	M+12
4	Coefficient "k" for correction of upward and downward VWAPs	Month		M-3	M-3
Lists available					
5	List of DSO in completing BRP and list of DSO in Profiling	Month		In M	In M

For each year, the ratio of Imbalance Settlement Periods for which an indicator published on D is present on RTE's Website within the previously determined timeframe relative to the total number of Imbalance Settlement Periods for the year is higher than 98%.

3.P.2. Provision to the BRP of data for the calculation of Imbalances

3.P.2.1. Weekly provision of Load Curves for Sites Connected to the PTS

For each day of week W, RTE shall make the following data available to the BRP:

- Adjusted Consumption Load Curve, in 10-Minute intervals before date RE_{17} and at Quarter-Hourly intervals from date RE_{17}, per Consumption Site connected to the PTS or Consumption Site holding a Metering Data Service Contract with RTE;
- Consumption Load Curve, at 10-Minute Intervals before date RE_{17} and at Quarter-Hourly Intervals from date RE_{17}, of Auxiliaries belonging to an Injection Site holding a Transmission System Access Contract (CART) or a Metering Data Service Contract with RTE, or to Generation Facilities holding a Metering Data Service Contract with RTE;

– Injection Load Curve, per 10-Minute Interval before date RE_{17} and at each Quarter-Hourly Interval from date RE_{17}, per Generation Unit or Injection Site connected to the PTS or Injection Site holding a Metering Data Service Contract with RTE.

All Load Curves are made available to the BRP by no later than 23:59 on the Friday of week W+1.

3.P.2.2. Weekly availability of data received from DSOs

For each day of week W, RTE makes available to the BRP and DSO concerned the following data for each DSO on which the BRP is active:

– the estimated consumption Load Curve;

– the estimated generation Load Curve;

– the remotely-read consumption Load Curve;

– the remotely-read generation Load Curve;

– and, if the BRP has power losses on the DSO's network attached to its perimeter, the estimated power loss Load Curve.

All of these Load Curves are made available to the BRP and the DSOs concerned by no later than 23:59 on the Friday of week W+1.

3.P.2.3. Weekly provision of data calculated by RTE

3.P.2.3.1. Imbalance workflow before date RE_{19}

3.P.2.3.1.1. Via RTE's website

For each Day of week W, RTE makes available the national reference Load Curve by no later than 20:00 on the Tuesday of week W+1.

RTE also makes available, for each Day of week W:

– the National Profiling Imbalance;

– the National Alignment Coefficient;

– all Load Curves issued by the DSO, aggregated at national scale:

  o the national Estimated Consumption Load Curve;

  o the national Estimated Generation Load Curve;

  o the national Remotely-Read Consumption Load Curve;

  o the national Remotely-Read Generation Load Curve;

  o the national estimated Load Curve of losses.

All this data is made available by no later than 23:59 on the Friday of week W+1.

3.P.2.3.1.2. Via the restricted-access area of the RTE website

For each day of week W, RTE shall make the following data available to the BRP:

– the Imbalance on the BRP;

- the Physical Consumption of the BRP.

This data shall be made available to the BRP no later than 23:59 on the Friday of week W+1.

For each day of week W, RTE makes available to the BRP and DSO concerned the following data for each DSO on which the BRP is active:

- the aligned Estimated Consumption Load Curve,
- the Global Consumption Total.

All this data is made available to the BRP and the DSOs concerned by no later than 23:59 on the Friday of week W+1.

3.P.2.3.2. Single Imbalances workflow from date RE19

3.P.2.3.2.1. Via RTE's website

For each Day of week W, RTE makes available the national reference Load Curve by no later than 20:00 on the Tuesday of week W+1.

RTE also makes available, for each Day of week W:

- the National Profiling Imbalance;
- the National Alignment Coefficient;
- all Load Curves issued by the DSO, aggregated at national scale:
  - the national Estimated Consumption Load Curve;
  - the national Estimated Generation Load Curve;
  - the national Remotely-Read Consumption Load Curve;
  - the national Remotely-Read Generation Load Curve;
  - the national estimated Load Curve of losses.
- the national Residual Load Curve.

All this data is made available by no later than 23:59 on the Friday of week W+1.

3.P.2.3.2.2. Via the restricted-access area of the RTE website

For each day of week W, RTE shall make the following data available to the BRP:

- the Imbalance on the BRP;
- the Physical Consumption of the BRP.

This data shall be made available to the BRP no later than 23:59 on the Friday of week W+1.

For each day of week W and for each DSO on which the BRP is active, RTE makes available to the BRP the following data relative to the Reconstitution Flow Process:

- the final estimated consumption Load Curve;
- if the BRP has Losses on the DSO system in its Perimeter, the Normalization Coefficient of these Losses;

- the BRP's consumption normalization coefficient;
- the Global Consumption Total per BRP-DSO;
- the national Residual Load Curve assigned to the BRP;
- the Global Consumption Total of the RE.

All this data is made available to the BRP by 23:59 on the Friday of week W+1.

3.P.2.4. Provision of data relating to the Balancing Mechanism

In real time, no later than 15 minutes after the Imbalance Settlement Period, and then no later than M+1 after the performance control, RTE shall make the following data available to each BRP:

- the energy volumes corresponding to the Balancing Bids activated upwards, all Balancing Service Providers combined, for all TypeCdC$_{Télé}$ Consumption Sites applying the Regulated and Contractual Payment Models, connected to the PDS, constituting Remotely Read or Profiled Consumption BEs and attached to its Balance Perimeter;
- the energy volumes corresponding to the Balancing Bids activated downwards, all Balancing Service Providers combined, for all TypeCdC$_{Télé}$ Consumption Sites applying the Regulated and Contractual Payment Models, connected to the PDS, constituting Remotely Read or Profiled Consumption BEs and attached to its Balance Perimeter;
- the energy volumes corresponding to the Balancing Bids activated upwards, all Balancing Service Providers combined, for all TypeCdC$_{Estim}$ Consumption Sites constituting Profiled Consumption BEs attached to its Balance Perimeter;
- the energy volumes corresponding to the Balancing Bids activated downwards, all Balancing Service Providers combined, for all TypeCdC$_{Estim}$ Consumption Sites constituting Profiled Consumption BEs attached to its Balance Perimeter;
- the energy volumes corresponding to Balancing Bids activated upwards, for each PTS Injection BE or PDS Injection BE consisting of Injection Sites connected to its Balance Perimeter;
- the energy volumes corresponding to Balancing Bids activated downwards, for each PTS Injection BE or PDS Injection BE consisting of Injection Sites connected to its Balance Perimeter;
- the energy volumes corresponding to activated Balancing Bids, all Balancing Service Providers combined, for all elements making up its Balance Perimeter.

Where:

- TypeCdC: designates the type of Load Curve to which the energy extracted by a Consumption Site is assigned for purposes of the calculation of the Imbalance of its BRP. There are two types of Load Curve:
    - TypeCdC$_{Estim}$: This type is applicable to Profiled Consumption Sites whose consumption Load Curve is estimated by Profiling;
    - TypeCdC$_{Télé}$: This type is applicable to Remotely Read Consumption Sites and to Profiled Consumption Sites connected to a PDS managed by a DSO applying, for these Consumption Sites, the simplified flow reconstitution process.

3.P.2.5. Provision of data relating to Retained Load Reduction Schedules, Achieved Load Reduction Time Series, Retained Shifted Load Schedules, Achieved Shifted Load Time Series

RTE shall make available to the BRP the data relating to Retained Load Reduction Schedules, Achieved Load Reduction Time Series, Retained Shifted Load Schedules and Achieved Shifted Load Time Series, in accordance with the applicable NEBEF Rules.

3.P.2.6. Provision of data relating to System Services

In real time, no later than 15 minutes after the Imbalance Settlement Period, and again in M+1, RTE makes the following data available to each BRP:

- The upward balancing energy volumes, all Reserve Providers combined, for all Consumption Sites applying the Corrected Payment Model, connected to the PTS, forming a Reserve Providing Group (RPG) and attached to its Balance Perimeter;
- The downward balancing energy volumes, all Reserve Providers combined, for all Consumption Sites applying the Corrected Payment Model, connected to the PTS, forming a Reserve Providing Group (RPG) and attached to its Balance Perimeter;
- The upward balancing energy volumes, all Reserve Providers combined, for all Injection Sites forming a Reserve Providing Group (RPG) and attached to its Balance Perimeter;
- The downward balancing energy volumes, all Reserve Providers combined, for all Injection Sites forming a Reserve Providing Group (RPG) and attached to its Balance Perimeter;
- The upward balancing energy volumes, all Reserve Managers combined, for all Consumption Sites with Remotely Read Load Curve applying the Regulated and Contractual Payment Models, connected to the PDS, forming a Reserve Providing Group (RPG) and attached to its Balance Perimeter;
- The downward balancing energy volumes, all Reserve Managers combined, for all Consumption Sites with Remotely Read Load Curve applying the Regulated and Contractual Payment Models, connected to the PDS, forming a Reserve Providing Group (RPG) and attached to its Balance Perimeter;
- The upward balancing energy volumes, all Reserve Managers combined, for all Consumption Sites with Estimated Load Curve, connected to the PDS, forming a Reserve Providing Group (RPG) and attached to its Balance Perimeter;
- The downward balancing energy volumes, all Reserve Managers combined, for all Consumption Sites with Estimated Load Curve, connected to the PDS, forming a Reserve Providing Group (RPG) and attached to its Balance Perimeter;
- The upward balancing energy volumes for each RPG containing at least one site attached to its Balance Perimeter, for all Sites comprising the RPG and attached to its Balance Perimeter;
- The downward balancing energy volumes for each RPG containing at least one site attached to its Balance Perimeter, for all Sites comprising the RPG and attached to its Balance Perimeter;

3.P.2.7. Provision of data relating to declarative elements

From D-1, for each day D, RTE shall make available to the BRP the data relating to the declarative elements of their Balance Perimeter as described in Articles 3.L.1.4, 3.L.1.5 and 3.L.1.6.

3.P.2.8. Monthly provision of invoicing data

No later than the end of months M+1, M+3, M+6 and M+12, RTE provides the BRP with the data listed in Article 3.P.2.3 that is used as a basis for invoicing in each Day of Month M.

This data is updated after each calculation of Imbalances for the Month M and is posted to the restricted-access area of the RTE Website before the end of Months M+1, M+3, M+6 and M+12.

3.P.3. Provision of Temporal Reconciliation data to the BRP

3.P.3.1. Monthly provision of data received from DSOs

On the 15th day of Month M+14, RTE shall make available to the BRP the monthly count data listed below.

Per Day for each DSO on whose network the BRP is active:

- the Estimated Consumption Load Curve for M+14;
- the Estimated Generation Load Curve for M+14;
- the estimated power loss Load Curve for M+14, and the remotely-read consumption Load Curve for M+14 and the remotely-read generation Load Curve for M+14 as applicable, for each DSO using daily energies as provided in Article 3.R.3.3.1.6.5.

Within 30 Days of reception of a Load Curve revised under the provisions of Articles 3.R.1.8.3.1 and 3.R.1.8.3.2, RTE shall make available to the BRP the revised data listed below for Month M for Annual Period Y, by Day and for each DSO on whose network the BRP is active:

- the Estimated Consumption Load Curve for M+14, if this has been modified since the 15th Day of Month M+14, in accordance with the provisions of Article 3.R.1.8.3.1;
- the Estimated Generation Load Curve for M+14, if this has been modified since the 15th Day of Month M+14, in accordance with the provisions of Article 3.R.1.8.3.1;
- the Estimated power loss Load Curve for M+14, if this has been modified since the 15th Day of Month M+14, in accordance with the provisions of Article 3.R.1.8.3.1;
- the Remotely-read Consumption Load Curve, if this has been modified in accordance with the provisions of Articles 3.R.1.8.3.1 or 3.R.1.8.3.2;
- the Remotely-read Generation Load Curve, if this has been modified in accordance with the provisions of Articles 3.R.1.8.3.1 or 3.R.1.8.3.2;

3.P.3.2. Annual provision of invoicing data

Before the end of October of Year Y+2, RTE provides the BRP, for each month between July of Year Y and June of Year Y+1, with the following data, calculated in October of Year Y+2, in the restricted-access area of the RTE portal, accessible via RTE's Website.

Per Day, for each DSO on whose network the BRP is active:

- the National Alignment Coefficient;
- the corrected Imbalance of energies assigned to Temporal Reconciliation

Over the Annual Period Y, for each DSO on whose network the BRP is active:

- if the BRP has losses on the DSO system in its Perimeter, the Normalization Coefficient of these Losses;
- the estimated aligned consumption normalization coefficient of the BRP.

Before the end of the Month of October of Year Y+2, RTE posts the following data on its Website, corresponding to the annual period between July of Year Y and June of Year Y+1.

Per Day:

- The national reference Load Curve;
- the Profiling Imbalance Load Curve;
- the National Alignment Coefficient;
- the national Residual Load Curve.

For the Annual Period Y:

- the valuation of the National Residual Load Curve;
- the estimated national annual consumption energy.

3.P.4. Mandate for sending information to the Supplier(s)

3.P.4.1. Designation of the BRP as a representative

RTE entrusts the BRP, which shall act as RTE's representative, with the performance of the tasks and obligations set out in Article 3.P.4.2, and the BRP, in its capacity as representative, accepts the aforementioned designation under the terms of Article 3.P.4.2.

3.P.4.2. Functions and obligations of the BRP in its capacity as representative

3.P.4.2.1. Obligations of the BRP

Under Article R.271-8, paragraph 1 of the French Energy Code, for Consumption Sites applying the Corrected Payment Model, the operators of public electricity networks send to the Supplier the data relating to the volume of the site's annual electricity consumption, for the purpose of paying the excise referred to in Book III, Title I, Chapter II of the French Tax Code on Goods and Services.

Under Article 3.P.4, the BRP undertakes to act in the name and on behalf of RTE to ensure compliance with the obligations set out in Article R. 271-8, 1° of the French Energy Code concerning Consumption Sites connected to the PTS whose load reductions are valued on the energy markets or on the balancing mechanism, and where the amount of the payment due to the Supplier of each of the load-reduced sites is invoiced directly by the Supplier to the end consumer, in accordance with the applicable contractual terms between them.

To do this, the BRP, for the Consumption sites connected to the PTS, applying the Corrected Payment Model and of which it is the BRP, must transmit to the Supplier(s) concerned the data relating to the volume of the annual power consumption of the site according to the methods described below.

3.P.4.2.2. Data transmitted by RTE to BRP

In order to allow the BRP to issue, on behalf of RTE, the information intended for the Supplier(s) in accordance with Article 3.P.4.1, RTE shall issue to the BRP the volume of energy corresponding to the sum of the Achieved Load Reduction Time Series, the Achieved Shifted Load Time Series, the Volumes Attributed to balancing operations and the primary and secondary frequency control energies saved during this year N for each Consumption Site connected to the PTS.

This information is subject to the provisions of Articles R. 111-22 et seq. of the Energy Code regarding commercially sensitive information.

3.P.4.2.3. Data transmitted by the BRP to the Suppliers of Consumption Sites applying the Corrected Payment Model

Upon reception of the data referred to in Article 3.P.4.2, the BRP shall allocate and then transmit to each supplier concerned the annual power consumption of the Consumption Site necessary for purposes of paying the excise referred to in Book III, Title I, Chapter II of the French Tax Code on Goods and Services.

RTE may, on its own initiative, issue any order or instruction to the BRP to ensure compliance with its obligations under this Article, and especially to hold the BRP accountable for the fulfilment of the above obligations.

3.P.4.3. Liability

The BRP shall be liable to RTE for all direct and certain financial or technical damages that may derive from the non-performance of the obligations undertaken in light of this Article, and agrees to guarantee RTE against all actions for liability filed in regard to the performance of the functions and obligations set out in this Article 3.P.4.

3.Q. Economy of the electricity system

3.Q.1. Exchanges between RTE and other TSOs

3.Q.1.1. Exchange contracts between RTE and other TSOs outside the common merit order list

3.Q.1.1.1. Call on RTE by a neighbouring TSO

Where RTE is called by a neighbouring TSO under the terms of a backup reserve exchange contract, in application of Chapter 2, an Imbalance is created on the French power system. This Imbalance is attributed to a specific Balance Perimeter. RTE is financially responsible for the imbalances on this specific Balance Perimeter.

RTE draws up the financial balance for the invoicing of Imbalances on the Specific Balance Perimeter and the invoicing of energy exchanges indicated in Chapter 2, with the resulting balance taken into account by the CRE for changes to the tariff for the use of the public Transport and Distribution Networks.

3.Q.1.1.2. Call on a neighbouring TSO by RTE

RTE may apply to a neighbouring TSO under the terms of a backup reserve exchange contract in application of the provisions of Chapter 2. The energy exchanges resulting from its call are not attributed to a specific Balance Perimeter.

3.Q.1.2. Exchanges of balancing energy with other DSOs within the framework of common merit order lists

Balancing energy requests made on a platform implementing a common merit order list across several TSO are included in the Balancing operations-Imbalances management account as provided in Article 3.Q.6. Energy exchanges implemented via the platforms referred to in this Article are not assigned to a specific Balance Perimeter.

3.Q.2. Compensation of PTS losses

PTS power losses are assigned to a specific Balancing Perimeter for the management of PTS power losses. They are accounted for as an Extraction equal to the algebraic sum of the Metering Data on the boundary of the PTS.

Within the framework of the Loss Purchase contracts, RTE makes purchases (and possibly sales) of energy to compensate for the losses on the PTS. These Transactions are assigned to the specific Balance Perimeter for the management of PTS power losses.

RTE is financially responsible for the imbalance and Physical Extraction on this specific Balance Perimeter.

3.Q.3. Managing Synchronous Border Imbalances

The Synchronous Border Imbalance is the difference between the Metering Data collected at the Interconnections and the scheduled exchanges at the Interconnections. The Synchronous Border Imbalance covers all interconnections on the French power system except the France-England Interconnection (IFA, IFA 2) and New Exempt Interconnections (NID):

- the Border Imbalance on the IFA and IFA 2 Interconnections is specifically allocated to a Balance Perimeter for which RTE is financially responsible;
- the Border Imbalance on NIDs is allocated to the Balance Perimeter designated by the NID operator in accordance with Article 3.F;

The Synchronous Border Imbalance is valued at the average daily market price of all Load-Frequency Control Blocks (LFC) within the Continental Europe Synchronous Area for the relevant TSO-TSO settlement period, weighted by the absolute value of the sum of voluntary and involuntary energy exchanges.

The Synchronous Border Imbalance is resolved by financial compensation among the TSOs. This financial compensation gives rise directly to the preparation of an invoice between RTE and the TSO concerned. This financial compensation is paid to the Balancing operations-Imbalances account in accordance with Article 3.Q.6.

3.Q.4. Rounding imbalances

Rounding imbalances correspond to the difference between the sum of the scheduled cross-border exchanges resulting from coupling and the balance of the sale and purchase operations selected by coupling.

These rounding imbalances are assigned to specific Balance Perimeters. RTE is financially responsible for imbalances on these specific Balance Perimeters.

The rounding imbalance results in the preparation of an invoice between RTE and the NEMOs concerned, at the price of the daily electricity market in France established by each NEMO over the Half-Hourly interval impacted.

3.Q.5. Managing Network Flexibilities

A system operator may have recourse to Network Flexibilities, which involves the creation of an imbalance on the French power system. This imbalance is attributed to a specific Balance Perimeter, the financial responsibility for which is borne by the System Operator that has had recourse to Network Flexibility.

3.Q.6. "Balancing operations-Imbalances" management account

The "Balancing operations-Imbalances" account is a management account to which the income and expenditure relative to the balancing of the power system are allocated.

This management account should be financially balanced.

3.Q.6.1. Charges to the Balancing-Imbalances account

The following items are allocated as expenses in the Balancing-Imbalances management account:

- the costs of settling the positive imbalances of Balance Responsible Parties, valued as specified in Article 3.M.1. This also applies to specific Balance Perimeters for backup reserve exchange contracts between TSOs for the compensation of power losses on the PTS, for the management of rounding imbalances and of Network Flexibilities;
- up to date RE_{19}, costs related to the national financial residue (Article 3.L.6.8);
- the costs incurred by RTE under the provisions of Article L321-12 of the Energy Code;
- the costs of all upward balancing operations (including the uses of additional Balancing Bids, exceptional Balancing Bids, unoffered resources, Immediate Implementation Orders, exchange contracts requested by RTE and giving rise to importation of energy to France and Bids to be activated by RTE following requests for activation issued by a common merit order list, including Bids whose Balancing Order has been blocked or superseded by another balancing order), after (i) deduction of the additional costs of upward balancing operations intended to relieve Congestion and for the allocation of frequency ancillary services and margins, and (ii) addition of the valuation of positive Balancing energy imbalances, in accordance with Chapter 2;
- the remuneration of Secondary Frequency Control energies, where positive, established in accordance with Chapter 4 of the Rules;

- the remuneration of Primary Frequency Control energies, where positive, established in accordance with Chapter 4 of the Rules;
- invoices issued by other TSOs to RTE for financial compensation of Synchronous Border Imbalances in accordance with Article 3.Q.3;
- invoices issued by other TSOs to RTE following imbalance netting in accordance with Chapter 2;
- invoices issued by platforms to RTE for balancing energy exchanges in the framework of common merit order lists in accordance with Chapter 2, except invoices for additional costs;
- financial compensation awarded for non-compliance with the Bid Usage Conditions, in accordance with Chapter 2.

3.Q.6.2. Income allocated to the Balancing operations-Imbalances account

The following items are allocated as income in the Balancing-Imbalances management account:

- income from the settlement of the negative Imbalances of Balance Responsible Parties, valued in accordance with Article 3.M.1. This also applies to specific Balance Perimeters for backup reserve exchange contracts between TSOs for the compensation of power losses on the PTS (Article 3.Q.1), for the management of rounding imbalances and of Network Flexibilities;
- up to date RE_{19}, income related to the national financial residue (Article 3.L.6.8);
- income from invoicing in proportion to Physical Extraction, valued as described in Article 3.M.2;
- the income from all downward balancing operations (including the uses of additional Balancing Bids, exceptional Balancing Bids, unoffered resources, Immediate Implementation Orders, exchange contracts requested by RTE and giving rise to exportation of energy to France and Bids to be activated by RTE following requests for activation issued by a common merit order list, including Bids whose Balancing Order has been blocked or superseded by another balancing order), after addition of (i) the additional costs of downward balancing operations intended to relieve Congestion and for the allocation of frequency ancillary services and margins, and (ii) the valuation of negative Balancing energy imbalances, in accordance with Chapter 2;
- the remuneration of Secondary Frequency Control energies, where negative, established in accordance with Chapter 4 of the Rules;
- the remuneration of Primary Frequency Control energies, where negative, established in accordance with Chapter 4 of the Rules;
- invoices issued by RTE to other TSOs for financial compensation of Synchronous Border Imbalances in accordance with Article 3.Q.3;
- invoices issued by RTE to other TSOs following imbalance netting in accordance with Chapter 2;
- invoices issued by RTE to platforms for balancing energy exchanges in the framework of common merit order lists in accordance with Chapter 2, except invoices for additional costs;

– penalties imposed for failure to comply with balancing mechanism obligations as described in Chapter 2.

3.Q.6.3. Processing of the "Balancing Operations-Imbalances" account for delivery periods before 1 January 2023

3.Q.6.3.1. Ex ante modification of the value of "k" and settlement of the balance of the "Balancing-Imbalances" account

In the event of a financial imbalance in the "Balancing operations-Imbalance" account, the Imbalance settlement parameters may be re-examined, notably the "k" factor referred to in Article 3.M.1. The balance of the Balancing-Imbalances account over a given period is calculated:

– *at least* 12 Months after the end of that period, for periods before 1 January 2020;

– *at least* after the completion of the Temporal Reconciliation workflow for that period, for periods after 1 January 2020 and before date RE_{19}.

For periods before 1 January 2020, the CRE annually fixes the final balance of the "Balancing-Imbalances" account to be achieved for this period.

For subsequent periods, the final target balance of the "Balancing-Imbalances" account is fixed by the decision of the CRE on the final balance to achieve for periods after 1 January 2020.

This balance is calculated:

– with the costs and income listed in Articles 3.Q.6.1 and 3.Q.6.2;

– excluding costs borne by RTE under the provisions of Article L321-12 of the Energy Code;

– excluding income associated with the invoicing of Physical Extraction.

This final balance is achieved by calculating a new value of the "k" coefficient required to reach this balance, entailing a new valuation of the imbalances of the Balance Responsible Parties over the given period.

Consequently, RTE retroactively recalculates the Imbalance invoices of the Balance Responsible Parties relating to final Imbalances, using the new value of the "k" coefficient.

The final imbalances correspond to:

– "M+12" imbalances:

  - for Balance Responsible Parties, without PDS Perimeter;
  - for Balance Responsible Parties, with PDS Perimeter, for invoices relating to periods from date RE_{19};

– the Imbalances corrected by the energies assigned to Temporal Reconciliation for Balance Responsible Parties with PDS Perimeter, for invoices relating to Temporal Reconciliation periods before date RE_{19}.

For this recalculation of Imbalance invoices with the new value of the "k" coefficient, the formula for the calculation of the Imbalance Settlement Price applicable on the day the Imbalance occurred is applied.

This operation takes place no more than once per calendar year and gives rise to the payment to Balance Responsible Parties of the difference between the valuation of final BRP Imbalances with the old "k" coefficient and the valuation of final BRP Imbalances with the new "k" coefficient.

3.Q.6.3.2. Remuneration of monthly balances held prior to payment

Successive monthly balances in the Balancing-Imbalances account shall be remunerated for their conservation before the annual balance is paid.

The remuneration base of a Balance Responsible Party for the monthly balance of a given Month M is equal to the difference between the valuation of the final difference with the old “k” coefficient and the valuation of the final difference with the new value of the “k” coefficient.

The remuneration is due:

- to the Balance Responsible Party if the Imbalance invoice corresponding to its final Imbalance for the Month is higher than the recalculated Imbalance invoice;
- otherwise, to RTE.

The rate of remuneration for a Month M is the mean of the daily EURIBOR 12-month rates as published on the Banque de France website for the month M+3 until September of Y+2, including for invoices relating to Temporal Reconciliation periods after 1 January 2020.

The final remuneration due to a Balance Responsible Party is obtained by adding the remuneration amounts pertaining to successive monthly balances. This remuneration is calculated at the same time the annual balance is paid to the Balance Responsible Parties.

3.Q.6.4. Processing of the "Balancing Operations-Imbalances" account for delivery periods after 1 January 2023

3.Q.6.4.1. Calculation of the cumulative balance of the “Balancing-Imbalances" account

At the end of month M, the cumulative balance of the Balancing-Imbalances account (BIC) $SoldeCumul_M$ recorded for the period up to and including month $M-1$ is calculated as follows:

$$SoldeCumul_M = SoldeCumul_{M-1} + Balance_M(M-1) + \Delta Balance_M(M-3; M-6; M-12; RT)$$

where:

- $SoldeCumul_{M-1}$: the accumulated balance of the BIA for the period up to and including $M-2$ and calculated at the end of the month $M-1$ (unit: €);
- $Balance_M(M-1)$: the monthly balance of the BIA for delivery month $M-1$ and calculated at the end of month M (unit: €);
- $\Delta Balance_M(M-3; M-6; M-12; RT)$: the BIA delta calculated at the end of month M and resulting from updates to data on invoicing due dates $M-3$, $M-6$, $M-12$ and on the closing date for Temporal Reconciliation (RT) up to date RE_{19} (unit: €);

In addition, $SoldeCumul_M$ is calculated:

  - with the costs and income listed in Articles 3.Q.6.1 and 3.Q.6.2;

- excluding costs borne by RTE under the provisions of Article L321-12 of the Energy Code;
- excluding income associated with the invoicing of Physical Extraction.

3.Q.6.4.2. Function f_k and calculation of the applicable k coefficient

The function f_k is defined to shift the balance of the Balancing-Imbalances account towards zero, and thereby to guarantee the financial neutrality of this account. For a given value of the cumulative balance of the Balancing-Imbalances account, it allows a value of the k coefficient to be calculated using the methods described below:

- If $Balance \leq S_1$ (with $S_1 = -S_{Palier} - \frac{k_{max} - k_{eq}}{p}$) then $k = k_{max}$
- If $S_1 \leq Balance \leq -S_{Palier}$ then $k = k_{max} - p \times (Solde - S_1)$
- If $-S_{Palier} \leq Balance \leq S_{Palier}$ then $k = k_{eq}$
- If $S_{Palier} \leq Balance \leq S_2$ (with $S_2 = S_{Palier} + \frac{k_{eq} - k_{min}}{p}$) then $k = k_{eq} - p \times (Solde - S_{Palier})$
- If $Balance \geq S_2$ then $k = k_{min}$

Where:

- p: the absolute, non-zero value of the slope of the f_k function;
- k_{eq}: the value of the reference k coefficient established by *ex ante* optimization calculation to balance the BIA using representative historical data;
- k_{min}: the minimum value of the k coefficient (positive or zero);
- k_{max}: the maximum value of the k coefficient; and
- S_{Palier}: the balance amount that frames the step of the function f_k.

The values of these parameters that define the function f_k are available on the RTE website.

The value of the k coefficient is calculated at the end of Month M, on the basis of the cumulative balance recorded at the end of Month M for the period up to and including Month M-1, according to the f_k function previously defined. The value of the $k$coefficient resulting from this calculation shall apply from the 1st day of month M+3 and for the whole of month M+3, i.e. k_{M+3}. This k coefficient value is final for this Delivery Month, and is used for all due dates for invoices relating to Imbalances associated with this Delivery Month.

Thus, $f_k(SoldeCumul_M) = k_{M+3}$.

In the event a structural imbalance is observed in the evolution of the cumulative "Balancing-Imbalance" account, i.e. when the objective of financial neutrality becomes unattainable, the constituent parameters of the f_k function, and/or their values, and/or the formula used for calculating the f_k function, may be reviewed by RTE. The new function f_k is established by decision of the CRE. In this decision, the CRE also sets the theoretical balance to which the cumulative balance of the "Balancing-Imbalance" account should tend under the influence of the function. This new function can only be applied, at the earliest, at the beginning of the delivery year following the current delivery year.

3.R. Procedures relating to the scope of work of the DSOs

3.R.1. Relations between RTE and the DSO

3.R.1.1. Purpose

This Article is part of the terms and conditions applicable to the contract between the DSO and RTE, which also include the General Provisions of the Rules.

3.R.1.2. General obligations of the Parties

RTE and the DSO undertake to compile and exchange the data required for the Process of Reconstituting Flows for calculating Physical Extraction, Imbalances, and Temporal Reconciliation (before date RE_{19}) for BRPs active on the DSO's network.

3.R.1.3. Use of data in the ARENH (regulated access to historic nuclear energy) framework

RTE and DSO agree that the information exchanged under the provisions of this Chapter may be used for the accomplishment of the tasks entrusted to the System Operators for the verification of rights relating to ARENH (regulated access to historic nuclear energy) and described in Decree 2011-466 adopted pursuant to Article 1 of Law No. 2010-1488 of 7 December 2010, known as the NOME Law. The processing of ARENH-specific data is described in an ad hoc agreement between the DSO and RTE.

3.R.1.4. Contractual relationship between RTE and the DSO

3.R.1.4.1. Contractual procedures

The DSO and the RTE must agree on the specific RTE-DSO terms and conditions using the form provided in Appendix 3.A14, by which the Parties undertake to comply with Chapter 3 of the Rules.

3.R.1.4.2. Entry into force and duration of the Contract

The contract signed by the Parties enters into force on the date stated in the RTE-DSO Special Conditions.

The contract is valid for an indefinite period when it does not involve a DSO subject to the rules of public accounting, and may only be terminated under the conditions laid down in Chapter 3 of the Rules.

For DSOs subject to the rules of public accounting, the contract is valid for a period of 5 years, with automatic renewal for a period of 5 years, unless expressly terminated in writing by one of the Parties under the conditions laid down in Chapter 3 of the Rules.

3.R.1.4.3. Assignment of rights

A contract between RTE and the DSO, and the rights and obligations attached to it, may be assigned to a third party if it is lawfully subrogated to the rights of the DSO. Otherwise, it can only be transferred with the prior agreement of RTE.

In the event of a change to the DSO's legal status (merger, acquisition etc.), the latter must inform RTE as soon as possible, by registered letter with recorded delivery, and in all cases at least 30 Days before the effective date of the change.

3.R.1.5. Quality commitment

The quality of the mechanism for calculating BRP Imbalances and Temporal Reconciliation depends in particular on the quality of the data transmitted between RTE and the DSO.

RTE is responsible for checking the quality of the data it produces and sends to the DSO in accordance with Articles 3.R.1.6.1 and 00.

The DSO is responsible for checking the quality of the data it produces and sends to RTE in accordance with Articles 3.R.1.6.2 and 3.R.1.7.2.

RTE undertakes to implement corrective measures as quickly as possible to rectify anomalies observed in the data it sends to the DSO or other problems in the data exchange process with the DSO for which RTE is responsible.

The DSO undertakes to implement corrective measures as quickly as possible to rectify anomalies observed in the data it sends to RTE or other problems in the data exchange process with RTE for which it is responsible.

3.R.1.6. Reference data required for calculating Imbalances, Physical Extraction and Temporal Reconciliation of the BRPs

The procedures for updating and providing the reference data addressed in this Article are described in the IS Terms and Conditions.

3.R.1.6.1. Reference data for which RTE is responsible

RTE is responsible for maintaining the following reference data and making it available to the DSOs:

- The national list of BRPs, which mentions the date on which each market participant acquired and/or lost its BRP status;
- the list of BRP-Site NEBs concerning the DSO's network, which mentions the date on which the validity period starts and/or ends, as applicable.

3.R.1.6.2. Reference data for which the DSO is responsible

The DSO is responsible for keeping the following reference data up to date and making it available to RTE before the effective date of amendment:

- the list of DSOs whose networks are connected to its own network, and for each of these connections, the indication of the DSO which transmits the Load Curves to RTE in accordance with the provisions of Article 3.R.1.7.2;
- the list of active BRPs on its network, indicating the date on which each BRP became active and/or no longer active;
- the BRP to whose Perimeter the power losses on the DSO network are attached, and the validity start and/or end date;
- the Site codes necessary for the coding of the BRP-Site NEBs concerning the DSO's network.

3.R.1.6.3. Implementation of a BRP-Site NEB

RTE notifies the DSO of all BRP-Site NEB to a Site connected to its network.

The DSO notifies RTE in return of the acceptability of the BRP-Site NEB with respect to the conditions governing Remote Reading Equipment and the CARD contract currently valid with the DSO. RTE Notifies DSO of the effective date of the NEBs to Sites connected to its network in accordance with Article 3.R.1.6.1.

3.R.1.6.4. Cancellation of a BRP-Site NEB

RTE notifies the DSO of the termination of BRP-Site NEBs to Sites connected to its network in accordance with Article 3.R.1.6.1.

3.R.1.7. Dynamic data required for the calculation of the Imbalances and Physical Extraction of BRPs

Throughout this Article, and unless otherwise specified, Load Curves have the following granularity:

- Before date RE_{19}, in Half-Hourly Intervals.
- From date RE_{19}, in Quarter-Hourly Intervals.

By way of derogation, for DSOS which are Local Distribution Companies defined in Article L111-52(2) of the Energy Code, it is possible to continue to establish the Load Curves referred to in Article 3.R.1.7.2 in Half-Hourly intervals up to date RE_{15}.

3.R.1.7.1. Data transmitted by RTE to the DSO

RTE shall transmit to the DSO, if it is rank 1, for Week W:

- The aggregated consumption Load Curve for the DSO's Delivery Point Substations;
- The aggregated generation Load Curve for the DSO's Delivery Point Substations.

All these Load Curves are transmitted by no later than 14:00 on the Tuesday of Week W+1.

Before 12:00 on day D+3 for day D, RTE notifies the DSO of the PEBs accepted by RTE under BRP-PDS Site NEBs for Sites connected to the DSO's network.

3.R.1.7.2. Data transmitted by the DSO to RTE

The DSO, if it is rank 1, shall transmit to RTE and to each rank 2 DSO connected to its network, the Load Curve of the Delivery Point Substations of the rank 2 DSO for Week W.

If two rank 1 DSO networks or two rank 2 DSO networks are interconnected, the two DSOs then agree on which between them will Notify RTE of these inter-DSOs workflows for Week W. The DSO that notifies RTE of the workflow also notifies, within the same timeframe, the second DSO to which it is connected.

All these Load Charts are transmitted to RTE by the DSO no later than 14:00 on the Tuesday of week W+1.

Fr each BRP declared active on its network in accordance with Article 3.R.1.6.2, the DSO transmits to RTE the following Load Curves for Week W:

- the estimated consumption Load Curve CdC_{Estim}^{Conso}, an aggregation of the estimated consumptions of Consumption Sites attached to the Balance Perimeter,
- the Estimated Generation Load Curve CdC_{Estim}^{Prod}, an aggregate of the estimated generation of Injection Sites attached to the Balance Perimeter;
- the Remotely-Read Consumption Load Curve $CdC_{Télé}^{Conso}$, the sum of the Adjusted Consumption values for Consumption Sites attached to the Balance Perimeter and Blocks delivered by the BRP to Consumption Sites not attached to its Perimeter,
- the Remotely-Read Generation Load Curve $CdC_{Télé}^{Prod}$, the sum of the Remotely-Read Load Curves for Injection Sites attached to the Balance Perimeter.

All of these Load Curves are sent to RTE by the DSO no later than 12:00 on the Friday of week W+1.

The methods for compiling these Load Curves are defined in Articles 3.R.2 and 3.R.3.

In addition, the DSO sends RTE, before the same deadline, the Estimated Load Curve of power losses on its network CdC^{Pertes} for week W, allocated to the BRP designated by the DSO under the provisions of Article 3.R.1.6.2.

If the DSO has activated PDS Network Flexibilities, the DSO sends RTE, at the same time and for each BRP declared active on its network in accordance with Article 3.R.1.6.2, the Time Series of the PDS Network Flexibility activations, aggregated at BRP level with a granularity consistent with the Imbalance Settlement Period:

- For Injection Sites attached to the Balance Perimeter;
- For Remotely-Read Consumption Sites applying the Corrected Payment Model and attached to the Balance Perimeter;
- For Remotely-Read Consumption Sites using the Regulated or Contractual Payment Model and attached to the Balance Perimeter;
- For Profiled Consumption Sites attached to the Balance Perimeter.

3.R.1.7.3. Missing data

3.R.1.7.3.1. Data transmitted by RTE

If RTE is unable to compile the data referred to in Article 3.R.1.7.1, it must replace the data in accordance with the procedures laid down in the CART.

If the DSO does not receive the data expected from RTE within the time limits set out in Article 3.R.1.7.1, it informs RTE accordingly and replaces the data.

3.R.1.7.3.2. Data transmitted by the DSO

For the following Load Curves, which are necessary for the Process of Reconstituting Flows: Estimated Consumption Load Curves, Estimated Generation Load Curves, Remotely-Read Consumption Load Curves, Remotely-Read Generation Load Curves, and Load Curves of Losses; if RTE does not receive the expected data from the DSO within the time limits stated in Article 3.R.1.7.2, it informs the DSO or its representative and replaces the data with zero values.

3.R.1.7.4. Revising data

The data referred to in Article 3.R.1.7.1 may be revised at RTE's initiative or following a challenge by the DSO.

The data referred to in Article 3.R.1.7.2 may be revised at the initiative of the DSO or following a challenge by a BRP.

At the time of each revision of the Imbalances for Month M in M+1, M+3, M+6 and M+12, RTE takes into account all revisions of data already carried out by RTE or by the DSO.

Revisions of the data for Month M must be submitted before the following deadlines:

- the Thursday between the 13th and 19th days of month M+1, for inclusion in the BRP invoice at the end of month M+1
- the Thursday between the 6th and 12th days of month M+3, for settlement of the BRP invoice at the end of month M+3;
- the Thursday between the 8th day before the last day of M+5 and the antepenultimate day of M+5, for settlement of the BRP invoice at the end of Month M+6;
- the Thursday between the penultimate day of Month M+11 and the 5th day of M+12, for settlement of the BRP invoice at the end of Month M+12.

The data relating to Delivery Point Substations and referred to in Article 3.R.1.7.3 is made available by RTE to the DSO according to a schedule which can be consulted on the RTE website.

3.R.1.7.5. Data disputes

In the event the DSO challenge the data transmitted by RTE for a month M, the DSO shall notify RTE of its challenge before the end of month M+8. This challenge states the relevant elementary data, from those listed in Article 3.R.1.7.1, and the Imbalance Settlement Period(s) concerned.

If the Parties reach an agreement before the end of Month M+10, the data is corrected in accordance with Article 3.R.1.7.4.

In the absence of agreement, the dispute settlement procedures provided for in the General Provisions shall apply.

3.R.1.8. Dynamic data required for Temporal Reconciliation

In this article, all Load Curves are expressed in Half-Hourly intervals.

3.R.1.8.1. Data transmitted by the DSO to RTE

Before the 15th day of Month M+14, for Month M and for each active BRP on its network, the DSO transmits the $CdC_{Estim}^{Conso}(M+14)$ and the $CdC_{Estim}^{Prod}(M+14)$ to RTE, calculated on the basis of the energies using the indexes for the period to be profiled, for all the Sites whose Load Curve is estimated by Profiling of the BRP Perimeter.

From July 2023, for each DSO using daily energy as provided for in Article 3.R.3.3.1.6.5, the DSO also transmits to RTE, in the same timeframe, the estimated Load Curve for power losses $CdC^{Pertes}(M+14)$ as well as the Remotely Read Consumption Load Curve $CdC_{Télé}^{Conso}(M+14)$ and the Remotely Read Generation Load Curve $CdC_{Télé}^{Prod}(M+14)$, as applicable, recalculated from the data corresponding to that timeframe.

The methods for compiling these Load Curves are defined in Articles 3.R.2 and 3.R.3.

3.R.1.8.2. Missing data

If RTE does not receive the data from the DSO within the time limits laid down in Article 3.R.1.8.1, it shall inform the DSO or its representative and shall replace the expected data with the data transmitted by the DSO for the calculation of the imbalances in the same period.

If RTE is unable to receive the data due to a malfunction in its Information System, it undertakes to retrieve and integrate the Temporal Reconciliation data within the time limits provided in Article 3.R.1.8.1, implementing a degraded mode to be defined with the DSO.

3.R.1.8.3. Revising data

3.R.1.8.3.1. Revision of the Estimated Load Curves for Consumption and Losses

The data referred to in Article 3.R.1.8.1 may be revised at the initiative of the DSO or following a challenge by a BRP.

Revision of the data from Month M of an Annual Period Y must take place before the end of September of Y+2.

3.R.1.8.3.2. Revision of Remotely Read Load Curves

The following data referred to in Article 3.R.1.7.2 may be revised at the initiative of the DSO or following a challenge by a BRP:

- the Remotely Read Consumption Load Curve $CdC_{Télé}^{Conso}$, which is the sum of the Non-Block Consumption values for the Consumption Sites attached to the Balance Perimeter and the Blocks delivered by the BRP to Consumption Sites not attached to its Perimeter,
- the Remotely-Read Generation Load Curve $CdC_{Télé}^{Prod}$, the sum of the Remotely-Read Load Curves for Injection Sites attached to the Balance Perimeter.

Revision of the data from Month M of an Annual Period Y must take place before the end of September of Y+2. The terms $CdC^{Conso}_{Télé,Révisée}$ and $CdC^{Prod}_{Télé,Révisée}$ refer to the data thus revised.

RTE sends the CRE, for each Temporal Reconciliation period, a report on the revisions of the Remotely Read Load Curves that have been made in application of this Article. The report specifies the DSOs that have carried out these Remotely Read Load Curve revisions and states, for each DSO, the number of Load Curves that have been revised, as well as the energy volumes that have been corrected. Finally, RTE sends each DSO that has made revisions to the Remotely Measured Load Curves with a copy of the relevant report contents.

3.R.1.9. Temporal reconciliation of the DSO's losses

Losses on the DSO's system are subject to Temporal Reconciliation by RTE in order to reassess the energies associated with losses in relation to the energies measured at the boundaries of the DSO's system, and to calculate the final load curve associated with the losses. The calculation methods are described in the following Articles:

- Before date RE_{19}: in Article 3.L.6.2 (for the calculation of the Temporal Reconciliation, at annual level).
- From date RE_{19}: in Article 3.L.3.2.2 (for calculation of the Imbalance, at daily level).

3.R.1.10. Data checking

3.R.1.10.1. Checking by RTE of the data transmitted by the DSOs

RTE checks the reception of the data it sends and informs the DSOs accordingly.

3.R.1.10.2. Checks by the DSO

The DSO checks the data referred to in Articles 3.R.1.7.2, 3.R.1.7.4, 3.R.1.8.1 and 3.R.1.8.3, which it compiles and transmits to RTE for the calculation of Imbalances and Temporal Reconciliation (before date RE_{19}), in order to detect and correct anomalies as quickly as possible, in accordance with the procedures laid down in this Chapter.

3.R.1.10.2.1. Checking data used to calculate Imbalances

Before the deadline for the transmission of data by the DSO to RTE, as specified in Articles 3.R.1.7.2 and 3.R.1.7.4, the DSO must perform the following checks on the Load Curves it transmits to RTE:

- for transmission of an Estimated or Remotely Read Consumption or Generation Load Curve for a week W calculated in application of Article 3.R.1.7.2, a consistency check on the differences observed between this Load Curve and the same Load Curve for a comparable week, before week W;
- for revision of an Estimated or Remotely Read Consumption or Generation Load Curve for a week W calculated in application of Article 3.R.1.7.4, a consistency check on the differences observed between this revised Load Curve for Week W and the last Load Curve transmitted to RTE for the same week W;
- for DSOs that have signed Appendix 3.A15, check of the accuracy of calculations carried out in application of the provisions of this Appendix;

- for DSOs subject to a regulation mechanism for the compensation of power losses on their network, a check of the accuracy of the calculation of the Estimated Load Curve of power losses;
- for DSOs not subject to a regulation mechanism for the compensation of power losses on their network, a consistency check on the differences observed between the estimated Load Curve of power losses for week W and that from a comparable week, before week W;
- for revision of an Estimated or Load Curve of power losses, for DSOs not subject to a regulation mechanism on the compensation of power losses on their network, a consistency check on the differences observed between this revised Load Curve for Week W and the last Load Curve transmitted to RTE for the same week W.

The DSO implements all of these checks in the most appropriate way.

3.R.1.10.2.2. Provision of data used to calculate Temporal Reconciliation before RE_{19}

Before the deadline for transmission of the data, as specified in Articles 3.R.1.8.1 and 3.R.1.8.3, for the preparation of the Temporal Reconciliation invoice, the DSO carries out the following checks on the Load Curves it transmits to RTE:

- for transmission of a Load Curve for a Week W calculated in accordance with Article 3.R.1.8.1, a consistency check on the differences observed between that Load Curve and the same Load Curve transmitted to RTE, for a comparable Week, prior to Week W;
- for revision of a Load Curve for Week W in accordance with Article 3.R.1.8.3, a consistency check on the differences observed between that revised Load Curve and the last Load Curve sent to RTE for the same Week W.

The DSO implements all of these checks in the most appropriate way.

3.R.1.11. Procedures for metering the Adjusted Consumption of a Remotely Read Consumption Site connected to the PTS

Under the definition of the term "Adjusted Consumption", the DSO determines the Adjusted Consumption of each Remotely Read Consumption Site connected to its network. The calculation methods are described in Article 3.R.2.6.1.

A Site's Adjusted Consumption may be a negative value. In this case, it corresponds to an Injection on the PDS.

If the Remotely Read Consumption Load Curve as defined in Article 3.R.1.7.2 contains negative values, these values shall be set to zero for the Remotely Read Consumption Load Curve and inverted to positive values in the Remotely Read Generation Load Curve.

3.R.1.12. Degraded modes

In the event of a failure of the Information System, information is exchanged in a manner agreed between the Parties.

3.R.1.13. Simplified provisions

The DSO may implement one of the two following simplified provisions until no later than 2 years after the regulatory deadlines for the deployment of smart data metering systems:

- simplified provision 1: if no customer has exercised its right to choose its Supplier on the DSO network, the global Consumption of the system is attached to the Balancing Perimeter of the BRP now designated the completing BRP, as designated by the DSO;
- simplified provision 2: if at least one customer has exercised its right to choose its Supplier on a DSO's network, or if the DSO has exercised this right for its losses, the DSO shall:
    - apply Profiling and the Imbalances workflow for all BRPs except the BRP designated as the completing BRP, as designated by the DSO (1);
    - calculate and transmit its Estimated Load Curve for power losses to RTE, independently of other Load Curves (2);
    - calculate and transmit to RTE the Remotely-read Generation Load Curve to be assigned to the completing BRP (3);
    - calculate and transmit to RTE the Estimated Generation Load Curve to be assigned to the completing BRP (4);
    - calculate and transmit to RTE the Estimated Consumption Load Curve to be assigned to the Perimeter of the completing BRP, limited to customers who have exercised their right to choose their Supplier (5);
    - calculate and transmit to RTE the Remotely Read Consumption Load Curve to be assigned to the completing BRP.

If the DSO implements a simplified provision, it notifies RTE by means of a duly dated and signed declaration using the form provided in Appendix 3.A15, and informs the CRE. RTE may disclose these provisions to BRPs active on the DSO's system.

Appendix 3.A15 specifies how the Remotely Read Consumption Load Curve to be assigned to the completing BRP is to be metered. These completing methods are applied by the DSO when calculating Imbalances. They are not applied during Temporal Reconciliation, except for correction of any publication errors not detected in the Imbalance phase (remote site error and/or assignment error on a BRP) prior to the Temporal Reconciliation process for the power losses of the DSO.

All DSOs applying one of these simplified provisions must sign an agreement on these provisions with the completing BRP, using the form provided in Appendix 3.AA18. Furthermore, it accepts that an audit may be carried out on the accuracy of the calculation of the Load Curves assigned to the completing BRP, at the request of the completing BRP, or of the BRP of the DSO’s power losses. The cost of this audit is borne by the applicant, unless a manifest breach of Chapter 3 of the Rules is observed. In that case, the cost of that audit shall be borne by the party responsible for the manifest breach.

3.R.1.14. Data made available to the DSO by RTE

RTE shall make available to the DSO the data described in Articles 3.R.1.14.1 and 3.R.1.14.2 under its subscription to the private section of the RTE Portal.

Throughout this Article, Load Curves have the following granularity:

- Before date RE_{19}: in Half-Hourly intervals.
- From date RE_{19} :in Quarter-Hourly intervals.

3.R.1.14.1. Data relative to Delivery Point Substations

RTE shall make available to the DSO, if rank 1, for Week W:

- The aggregated Load Curve for the DSO's Delivery Point Substations;
- The aggregated Consumption Load Curve for the DSO's Delivery Point Substations;
- The aggregated Injection Load Curve for the DSO's Delivery Point Substations.

All of these Load Curves are made available to the DSO by RTE no later than 14:00 on the Tuesday of Week W+1.

In the event of data revision under the provisions of Article 3.R.1.7.4, RTE republishes the above data on the revision deadlines.

3.R.1.14.2. Data relating to the BRPs

The DSO may consult the data on its network made available to the active BRPs on it.

3.R.1.14.2.1. For calculation of imbalances

3.R.1.14.2.1.1. Weekly provision of data received from the DSO

RTE makes available to the DSO, for each Day of Week W, the following data for each active BRP on the DSO's network:

- the estimated consumption Load Curve;
- the estimated generation Load Curve;
- the remotely-read consumption Load Curve;
- the remotely-read generation Load Curve;
- the Estimated Load Curve of power losses on the DSO's network for the BRP to which they are attached.

All of these Load Curves are made available to the DSO by RTE no later than 23:59 on the Friday of Week W+1.

3.R.1.14.2.1.2. Weekly provision of data calculated by RTE

For the Imbalance workflow before date RE_{19}:

RTE makes available to the DSO, for each active BRP on its network and for each day of Week W, the following data which it has used for the provisional calculation of the Imbalances:

- the aligned Estimated Consumption Load Curve,
- the Global Consumption Total,

All of this data is made available to the DSO by RTE no later than 23:59 on the Friday of Week W+1.

For the single Imbalance workflow from date RE_{19}:

RTE provides the DSO, for each Day of Week W and for each BRP active on its network, the following data used in the provisional calculation of Imbalances:

- the final estimated consumption Load Curve;
- if the BRP has losses on the DSO system in its Perimeter, the Normalization Coefficient of these Losses;
- the BRP's consumption normalization coefficient;
- the Global Consumption Total per BRP-DSO.

All of this data is made available to the DSO by RTE no later than 23:59 on the Friday of Week W+1.

3.R.1.14.2.1.3. Monthly provision of the data used by RTE for invoicing via the restricted area on the RTE portal

RTE makes available to the DSO, at the end of M+1, for each Day of Month M, and per active BRP on the DSO's network, the data listed in Article 3.R.1.14.2.1.2 and used for the invoicing of Imbalances.

In the event of revision of the data in accordance with Article 3.R.1.7.4, RTE makes available the data for a given month M listed in Article 3.R.1.14.2.1.2 before the end of Months M+3, M+6 and M+12.

3.R.1.14.2.2. For Temporal Reconciliation before date RE_{19}

3.R.1.14.2.2.1. Monthly provision of data received from the DSO

On the 15th day of Month M+14, RTE shall make available to the DSO the monthly metering data listed below.

Per day, for each active BRP on the DSO's network:

- the Estimated Consumption Load Curve for M+14;
- the Estimated Generation Load Curve for M+14;
- the estimated power loss Load Curve for M+14, and the Remotely-Read Consumption Load Curve for M+14 and the Remotely-Read Generation Load Curve for M+14 as applicable, for each DSO using daily energies as provided in Article F.3.1.6.5.

At the end of Month M+16 for the first eleven Months of the Annual Period Y and at the end of M+15 for the twelfth Month of the Annual Period Y, RTE provides the DSO with the same detailed data for Month M, if the data has been changed since the 15th Day of Month M+14.

3.R.1.14.2.2.2. Annual provision of the data used by RTE for invoicing

Before the end of October of Year Y+2, RTE provides the DSO with the following detailed data for the period between July of Year Y and June of Year Y+1.

Per day, for each active BRP on the DSO's network:

- the National Alignment Coefficient;
- the corrected Imbalance of energies assigned to Temporal Reconciliation

over the Annual Period Y, for each BRP Active on the DSO's network:

- if the BRP has losses on the DSO system in its Perimeter, the Normalization Coefficient of these Losses;
- the estimated aligned consumption normalization coefficient of the BRP.

3.R.1.14.3. Data published on the RTE Website

RTE publishes the data relating to Reconstitute the PDS flows aggregated on the national scale on its Website. The data made available, and the calculation methods, are detailed in the following Articles:

- For the calculation of Imbalances:
  - Before date RE_{19}: in Article 3.P.2.3.1.1;
  - From date RE_{19}: in Article 3.P.2.3.2.1;
- For Temporal Reconciliation (before date RE_{19}): in Article 3.P.3.2.

3.R.1.15. Valuation by RTE of the financial consequences for the BRP as a result of missing or erroneous data transmitted by a DSO since the previous deadline in the reconstitution of the PDS flows

In accordance with the principles of responsibility, RTE shall provide the DSO, on request, with an assessment of the financial consequences resulting from missing or erroneous data provided by that DSO for any BRP concerned. In all cases, the valuation provided by RTE is for informative purposes only and is non-binding. This valuation addresses only the financial consequences of missing or erroneous data.

RTE conducts its valuation in accordance with the following procedure:

- the DSO makes its request in writing;
- RTE carries out the valuation within 1 Month of the date on which RTE comes into possession of all corrected or completed data sent by the DSO and necessary for this valuation;
- the data used for the valuation is the data available to RTE at the time RTE conducts the assessment. RTE uses the corrected or completed data supplied by the DSO for this assessment.

Lastly, the methods used for valuation are explained by RTE to the DSO.

3.R.1.16. Termination of a Contract between RTE and a BRP

3.R.1.16.1. Termination at the initiative of a BRP

If a BRP terminates its Participation Agreement with RTE, the BRP must remove all elements from its Perimeter in accordance with Article 3.R.1.6.1. The effective date of the termination may not be earlier than the date of the removal of the last item from the Perimeter.

RTE notifies the DSO of the termination of its Participation Agreement with a BRP by no later than the 1st Business Day following the date of reception by RTE of the Notification of termination from the BRP.

3.R.1.16.2. Termination on the part of RTE

Before any termination of a BRP's Participation Agreement at RTE's initiative, RTE serves the BRP concerned formal notification indicating the reason for the termination and the closing date for regularization.

No later than the first Business Day following the service of the formal notification to the BRP, RTE shall send the DSO a copy of the formal notification addressed to the BRP.

If the formal notification of the BRP is followed by regularization and the BRP is again in fulfilment of its obligations, RTE shall notify the DSO as soon as possible of the regularization of the BRP's situation.

Otherwise, RTE may terminate its contract with the BRP. In this case the termination takes effect on the date indicated in the registered letter sent with recorded delivery in which RTE notifies the BRP of the termination of its Participation Agreement. A copy of the Notice of Termination of the Participation Agreement served to the BRP by RTE is sent at the same time to the DSO on whose network(s) the BRP is considered to be an active BRP.

3.R.1.16.3. Consequences of termination

No later than the first Business Day following the DSO's notification of the termination of the BRP's Participation Agreement, the DSO:

- Passes this information:
    - to DSO-P Suppliers and Buyers who have declared this BRP in their DSO-S or DSO-P Contracts;
    - to Users with Sites connected to the DSO's network, and for which the attachment to this BRP's Perimeter is mentioned in their CARD;
- Calls on the Suppliers, DSO-P Purchasers and the aforementioned Users to designate a new BRP under the procedures laid down in Article 3.R.2.

3.R.2. Relations between the DSO and the Balancing Responsible Party

3.R.2.1. Purpose

The calculation of the imbalances of the Balance Responsible Parties (BRP) performed by the transmission system operator (RTE) is based on an Reconstitution of flows for Injection and Consumption on the Public Transmission System (PTS) and Public Distribution Systems (PDS). This process is conducted by RTE and the Distribution System Operators (DSO). The division of responsibilities and details of the duties of each party are contracted between RTE and BRP, RTE and DSO, and BRP and DSO.

This Article is part of the General Terms and Conditions applicable to the Contract between the BRP and the DSO, which also include the General Provisions and Chapter 3 of the Rules.

3.R.2.2. General obligations of the Parties

The BRP's obligations in respect of the DSO are the following:

- to ensure the declaration to the DSO of the elements in its PDS Perimeter, following the procedures described in this Chapter;
- to check data published by RTE and transmitted by the DSO to RTE for the reconstitution of PDS flows, and the PDS-Perimeter elements used to compile this data. Where appropriate, it formulates challenges within the time limits described in this Chapter;
- to ensure, in compliance with the procedures set out in the special conditions of the DSO-BRP Contract, the payment of invoices relating to the ancillary services to which it has subscribed;

The DSO's obligations in respect of the BRP with regard to the Process of Reconstituting the PDS flows are the following:

- it undertakes to set out, in its information system, the principles of the Process of Reconstituting the Flows defined in dialogue with the market participants in the Electricity Working Group (EWG) and described in this Chapter. The differences between the DSOs in the translation of these principles are described in the special DSO-BRP conditions of the DSO-BRP Contract;
- to collect and meter the quantities of energy injected and extracted on its network for the declared elements attached to the PDS Perimeter of the BRP, and aggregate them in accordance with the calculation methods described in this Chapter;
- to transmit the aggregated data to RTE for the Process of Reconsitution of the Flows in accordance with the procedures described in this Chapter;
- to investigate, within the time limits described in this Chapter, the objections raised by the BRP and correct, as appropriate, the data concerned;
- to ensure, in accordance with the procedures described in the special conditions of the DSO-BRP Contract and in compliance with the tariffs for use of the public electricity transmission and distribution networks, the ancillary services not invoiced to the BRP, together with the invoiced ancillary services to which the latter has subscribed.

3.R.2.3. Contracts binding the Parties

3.R.2.3.1. Contractual procedures

A market participant wishing to acquire BRP status and become active on the network of a DSO must first have signed a BRP Participation Agreement with RTE. In addition, the applicant must approach the DSO on whose network it wishes to become active, asking it to return the completed application form provided as an Appendix to this Chapter. The BRP returns the completed and signed form to the DSO.

The DSO and the BRP sign a Contract consisting of:

- the General Provisions and Chapter 3 of the Rules, which constitute the general conditions;
- the special DSO-BRP conditions, the template of which is given in Appendix 3.AA17.

Changes to the General Provisions, Articles 3.R.2 and 3.R.3 agreed in the CURDE and/or CURTE working groups and approved by the CRE shall automatically apply to DSO-BRP Contracts. Similarly, changes to the DSO-BRP special conditions published in the DSO Technical Reference Documentation automatically apply to signed DSO-BRP Contracts, without requiring new signatures.

In order to ensure Users are treated the same way throughout the territory, in accordance with the CRE recommendation, the DSO will limit the special technical provisions contained in the DSO-BRP contract to the following points:

- the effective date of the Contract;
- whether the DSO is subject to public accounting rules;
- the commercial court of the city to which disputes between the parties will be submitted;
- invoiced ancillary services to which the BRP has subscribed;
- invoicing and settlement terms for invoiced ancillary services;
- the formula used for estimating the DSO's power loss Load Curve;
- the rule for managing the Profiling threshold of Consumption Sites;
- the rule for managing the Profiling threshold of Injection Sites;
- the method of inclusion of the readings and the value of X used by the DSO in the calculation of imbalances;
- cases where the DSO uses a Default Usage Factor (FUD);
- the start and end dates of the readings included in the calculation of the Usage Factors;
- the rounding rule used when calculating the estimated Load Curve of the BRP;
- cases where the DSO is unable to apply the principles described in Articles 3.R.2 and 3.R.3.

3.R.2.3.2. Entry into force and duration of the Contract

The DSO-BRP Contract takes effect on the date indicated in the DSO-BRP Special Conditions. It is valid for an indefinite period, where the DSO is not subject to the rules of public accounting, and may be terminated under the conditions laid down in this Chapter or in Article 3.R.2.4.8.

For DSOs subject to the rules of public accounting, the DSO-BRP Contract is valid for a period of 5 years, with automatic renewal for a period of 5 years, unless expressly terminated in writing by one of the parties under the conditions laid down in this Chapter. The DSO indicated in the special conditions whether it is subject to the rules of public accounting.

3.R.2.3.3. Assignment of rights

The DSO-BRP Contract, and the rights and obligations attached to it, may not be assigned to a third party by either party without the prior agreement of the other party. In the event of a change to the legal status of one of the parties (change of name, merger, spinoff etc.), the latter informs the other party by registered letter with recorded delivery at least 30 calendar days before the effective date of the change.

3.R.2.3.4. Revision of the DSO-BRP contract

The DSO-BRP Contract is revised as described in this Chapter. In the event of changes to the special conditions only, the DSO proceeds as follows:

- the DSO prepares a draft revision of the special conditions, with the envisaged effective date, and sends it by e-mail to all the BRPs active on its network;
- within a period specified by the DSO, which may not be less than 30 days, the BRPs active on the DSO's network may submit their observations to the DSO;
- The DSO then prepares a new draft revision of the special conditions and e-mails it to all active BRPs on its network. The DSO may choose not to take the observations into consideration, provided it can justify this choice.

The DSO publishes the revised version of the Special Conditions in its Technical Reference Documentation and specifies the effective date of this new version.

At least 15 days after the publication of the revised version of the Special Conditions in the Technical Reference Documentation, the DSO notifies each active BRP on its Network.

In the event the BRP disagrees with this revised version, the DSO and the BRP may terminate the DSO-BRP Contract under the terms described in Article 3.R.2.4.7, or apply the General Provisions for the Settlement of Disputes.

3.R.2.4. Elements of the Balance Perimeter for which the DSO is responsible

The PDS Perimeter at the disposal of the BRP active on a DSO's network is the responsibility of the DSO.

3.R.2.4.1. Composition of the PDS Perimeter

The composition of the BRP's PDS Perimeter evolves from its initial state in accordance with the provisions of Articles 3.R.2.4.2 to 3.R.2.4.8. The PDS Perimeter is kept up to date by the DSO, which sends it to the BRP in accordance with the procedures laid down in Article 3.R.2.7.

The BRP's PDS Perimeter may include Injection and/or Consumption elements.

3.R.2.4.1.1. PDS Perimeter Injection Elements

- Injection site connected to the PDS holding a Distribution System Access Contract (CARD) with the DSO;
- Injection site indirectly connected to the PDS holding a Metering Data Service Contract with the DSO;
- Injection site connected to the PDS with a Purchase Obligation Agreement taking effect before the law of 10 February 2000.
- Injection site connected to the PDS included in the billing perimeter of a Supplier holding a DSO-S Contract with the DSO;
- Injection site connected to the PDS included in the billing perimeter of a DSO-P Purchaser holding a DSO-P contract with the DSO for this purpose;

3.R.2.4.1.2. PDS Perimeter Consumption Elements

- Consumption Site connected to the PDS holding a Distribution System Access Contract (CARD) with the DSO;
- Auxiliaries associated with an Injection Site holding a Distribution System Access Contract (CARD) with the DSO;
- Consumption Site indirectly connected to the PDS holding a Metering Data Service Contract with the DSO;
- Consumption Site connected to the PDS included in the billing perimeter of a Supplier holding a DSO-S Contract with the DSO;
- Consumption Site connected to the PDS holding a regulated tariff Contract;
- PEB for sale in the context of a BRP-PDS Site NEB;
- DSO power losses.

3.R.2.4.2. Changes to the PDS Perimeter: Injection or Withdrawal sites for which the BRP is designated in a Distribution Network Access Contract or a Metering Data Service Contract

3.R.2.4.2.1. Principles

The User, both for Injection and for Consumption, may sign a Distribution Network Access Contract with the DSO which manages the network to which its Site is connected. The purpose of this Contract is to define the technical, legal and financial conditions for the Site's access to the PDS.

If the Site is indirectly connected to the PDS, the DSO may offer the User a Metering Data Service Contract. The purpose of such a Contract is only to define the energy metering data services, extracted or injected, performed by the DSO to permit the site's attachment to the PDS Perimeter. It is not intended to define the conditions and methods of access to the PDS.

In all cases, according to the BRP system, the User must attach its Site (Injection or Consumption), to the perimeter of a BRP. The provisions relating to the BRP are identical for the Distribution Network Access Contract and the Metering Data Service Contract, so in this paragraph the word “Contract” refers indiscriminately to both types of Contract.

The terms of commissioning, designation or change of BRP and termination are given in the Distribution Network Access Contract or Metering Data Service Contract. They are reproduced here for your information. In the event of contradiction or inconsistency between the provisions reproduced below and the clauses contained in the User’s Contract, the latter shall prevail.

3.R.2.4.2.2. Designation of the Balance Responsible Party

3.R.2.4.2.2.1. Designation of a Balancing Responsible Party other than the User

The User may designate a third party as BRP provided such a third party holds a Participation Agreement with RTE and a valid DSO-BRP Contract with the DSO, in accordance with the provisions of this Chapter.

The User must notify the DSO of a connection agreement using the form provided in the Appendix to this Chapter. This agreement must imperatively be signed by the BRP and the User.

3.R.2.4.2.2.2. Designation of the User as Balance Responsible Party

The User may designate itself as BRP. In this case, it must hold a valid Participation Agreement with RTE and a valid DSO-BRP Contract with the DSO, in accordance with the provisions of this Chapter.

The User must send the DSO a simple declaration of attachment drawn up on the form provided in the Appendix to this Chapter.

3.R.2.4.2.3. Adding and removing elements to/from the PDS Perimeter

3.R.2.4.2.3.1. Implementation of a Distribution System Access Contract or a Metering Data Service Contract

The User designates its BRP by attaching a connection agreement, prepared using the form provided in the Appendix to this Chapter (or a simple declaration using the form provided in the Appendix), duly signed.

The date of inclusion in the PDS Perimeter is the effective date of the Contract.

3.R.2.4.2.3.2. Change of Balance Responsible Party during the validity period of the Distribution System Access Contract or Metering Data Service Contract

<u>At the initiative of the User</u>:

The User must notify its previous BRP of its decision to change BRP.

The User simultaneously informs the DSO of this decision, by any written means, and gives the identity of its new BRP by enclosing a connection agreement drawn up using the form provided in the Appendix to this Chapter (or a simple declaration using the form provided in the Appendix), duly signed.

The date on which the change takes effect is:

- if the attachment agreement (or simple declaration) sent by the User in accordance with this Article is received by the DSO at least seven calendar days before the end of the current Month, Month M, the change takes effect on the first Day of the following Month, i.e. the first Day of Month M+1;
- if the attachment agreement (or simple declaration) is received by the DSO less than seven calendar days before the end of the current Month, Month M, the change takes effect on the first Day of the following Month, i.e. the first Day of Month M+2;

The Site remains attached to the PDS Perimeter of the previous BRP until the effective date of the change of BRP.

Before the effective date of the change of BRP, the DSO informs, by any written means:

- the User of the effective date of its attachment to the PDS Perimeter of the new BRP;
- the previous BRP of the effective date of the removal of the Site from its PDS Perimeter;
- the new BRP of the effective date of the Site's entry into its PDS Perimeter.

At the initiative of the Balance Responsible Party:

The BRP must notify the User and the DSO of its decision to exclude the Site from its PDS Perimeter by sending them the duly signed removal form using the form provided in the Appendix to this Chapter.

The effective date of exclusion from the PDS Perimeter is:

- if the removal form submitted in accordance with this Article is received by the DSO at least seven Calendar Days before the end of the current Month, Month M, the removal from the PDS Perimeter takes effect on the first Day of the next Month but one, i.e. the first Day of Month M+2;
- If the removal form is received less than seven Calendar Days before the end of the current Month, Month M, the removal takes effect on the first Day of the next Month but two, i.e. the first Day of Month M+3.

The Site remains attached to the PDS Perimeter of the previous BRP until the effective date of exclusion.

Upon reception of the BRP's announcement of the removal of the Site from its PDS Perimeter, the DSO notifies the User of the effective date of exclusion of the Site from the Perimeter and asks it to designate the new BRP at least twenty calendar days before this date, in accordance with Article 3.R.2.4.2.2.

If the date of inclusion in the PDS Perimeter of the new BRP is earlier than the effective date of exclusion from the PDS Perimeter of the old BRP, the effective date of the change is the date of inclusion in the new PDS Perimeter.

Before the effective date of the change of BRP, the DSO informs, by any written means:

- the previous BRP of the effective date of the removal of the Site from its PDS Perimeter;
- the User of the effective date of its attachment to the PDS Perimeter of the new BRP;

- the new BRP of the effective date of the Site's entry into its PDS Perimeter.

If the User's Site has no BRP on the effective date of exclusion from the PDS Perimeter of the previous BRP, the DSO may suspend network access by the Site concerned in accordance with the provisions of the Distribution Network Access Contract and Metering Data Service Contract.

3.R.2.4.2.3.3. Termination of a Distribution System Access Contract or a Metering Data Service Contract

In the event of termination, regardless of the reason, the Site concerned is held no longer to be part of the PDS Perimeter on the effective date of the termination of the Contract.

3.R.2.4.3. Changes to the PDS Perimeter: Consumption Sites for which the BRP is designated in a DSO-S Contract

3.R.2.4.3.1. Principles

The User may enter into a Single Contract, with the Supplier of its choice, covering both the supply and routing of energy. In this case, the Supplier must hold a DSO-S Contract with the DSO managing the network to which the User's Website is connected, and which it supplies exclusively. This Contract sets out the rights and duties of the Parties with respect to access to the PDS, use of the PDS, and exchange of necessary data, in relation to Connection Points connected to the PDS managed by the DSO.

Under the BRP system, and for each DSO-S Contract it holds with the DSO, the Supplier designates one and only one BRP to the Perimeter to which its entire billing perimeter is attached.

The billing perimeter of the Supplier is defined by all the Connection Points of Users holding a valid Single Contract with the Supplier and connected to the network managed by the DSO. All Sites belonging to the billing perimeter of the Supplier are attached to the Perimeter of the BRP selected by the Supplier.

Dates of inclusion in and exclusion from the Perimeter of the BRP are concurrent with the dates of inclusion and exclusion of Sites in the Supplier's Billing Perimeter that are subject to the DSO-S Contract.

3.R.2.4.3.2. Designation of the Balance Responsible Party

The procedures for the designation of the BRP are given in the DSO-S Contract. They are reproduced here for your information. In the event of contradiction or inconsistency between the provisions reproduced below and the clauses contained in the DSO-S Contract, the latter shall prevail.

3.R.2.4.3.2.1. Designation of the Supplier as Balance Responsible Party

The Supplier may designate itself as BRP. In this case, it must hold a valid Participation Agreement with RTE and a valid DSO-BRP Contract with the DSO, in accordance with the provisions of this Chapter.

The Supplier must send the DSO a simple declaration of attachment drawn up on the form provided in the Appendix to this Chapter.

3.R.2.4.3.2.2. Designation of a Balance Responsible Party other than the Supplier

The Supplier may designate a third party as BRP provided such a third party holds a Participation Agreement with RTE and a valid DSO-BRP Contract with the DSO, in accordance with the provisions of this Chapter.

The Supplier must notify the DSO, by any written means, of a connection agreement using the form provided in the Appendix to this Chapter. This Agreement must imperatively be signed by the BRP and the Supplier.

3.R.2.4.3.3. Adding and removing elements to/from the PDS Perimeter

3.R.2.4.3.3.1. Adding a Site holding a Single Contract

The procedures for the inclusion of a Site holding a Single Contract in the billing perimeter of the Supplier are given in the DSO-S Contract. They are reproduced here for your information. In the event of contradiction or inconsistency between the provisions reproduced below and the clauses contained in the DSO-S Contract, the latter shall prevail.

The effective date of inclusion of the Site holding a Single Contract in the PDS Perimeter is the effective date of its inclusion in the billing perimeter of the Supplier, as defined in the provisions of the DSO-S Contract.

3.R.2.4.3.3.2. Removal of a Site holding a Single Contract

The procedures for removing a Site with a Single Contract from the billing perimeter of the Supplier are covered by the DSO-S Contract. They are reproduced here for your information. In the event of contradiction or inconsistency between the provisions reproduced below and the clauses contained in the DSO-S Contract, the latter shall prevail.

The effective date of exclusion of the Site holding a Single Contract from the PDS Perimeter is the effective date of its exclusion from the billing perimeter of the Supplier, as defined in the provisions of the DSO-S Contract.

3.R.2.4.3.3.3. Change of Balance Responsible Party during the validity period of the DSO-S Contract

<u>On the initiative of the Supplier</u>:

The procedures for changing BRP are given in the DSO-S Contract. They are reproduced here for your information. In the event of contradiction or inconsistency between the provisions reproduced below and the clauses contained in the DSO-S Contract, the latter shall prevail.

The Supplier must inform its previous BRP, by any written means, of its decision to change BRP.

The Supplier simultaneously informs the DSO of this decision, by any written means, and gives the identity of its new BRP by enclosing a connection agreement drawn up using the form provided in the Appendix to this Chapter (or a simple declaration using the form provided in the Appendix), duly signed.

The date on which the change takes effect is:

- if the attachment agreement (or simple declaration) is received by the DSO at least seven calendar days before the end of the current Month, Month M, the change takes effect on the first day of Month M+2;
- if the attachment agreement is received less than seven calendar days before the end of the current Month, Month M, the change takes effect on the first Day of Month M+3.

The billing perimeter of the Supplier remains attached to the PDS Perimeter of the previous BRP until the effective date of its exclusion from this perimeter.

Before the effective date of the change of BRP, the DSO informs, by any written means:

- the Supplier of the effective date of the attachment of all Sites in the billing perimeter to the PDS Perimeter of the new BRP;
- the previous BRP of the exclusion from its PDS Perimeter of all Sites in the billing perimeter, and the effective date of exclusion;
- the new BRP of the inclusion in its PDS Perimeter, and the effective date of inclusion, of all Sites in the billing perimeter;
- RTE of the effective date of the change of BRP, and the EIC codes of the previous BRP and the new BRP.

<u>On the initiative of the Balance Responsible Party</u>:

The BRP must inform the Supplier and the DSO, by any written means, of its decision to exclude from its PDS Perimeter all Sites in the billing perimeter, by sending it the completed removal form provided in the Appendix to this Chapter.

The effective date of the exclusion of the Sites from the PDS Perimeter:

- If the removal form is received by the DSO at least seven calendar days before the end of the current Month (Month M), the removal from the PDS Perimeter of all Sites in the billing perimeter takes effect on the first Day of the next Month but one, i.e. the first Day of Month M+2;
- If the removal form is received less than seven Calendar Days before the end of the current Month, Month M, the removal takes effect on the first Day of the next Month but two, i.e. the first Day of Month M+3.

The billing perimeter of the Supplier remains attached to the PDS Perimeter of the previous BRP until the effective date of its exclusion from this perimeter. On reception of the above form, the DSO informs the Supplier, by any written means, of the exclusion of the Sites from the PDS Perimeter and of the effective date of exclusion, and requests it to designate a new BRP at least 30 calendar days before this effective date, in accordance with the provisions of Article 3.R.2.4.3.2.

If the Supplier has not designated a BRP within the indicated deadline, the DSO informs RTE and the Minister for Energy accordingly.

If the date of inclusion in the PDS Perimeter of the new BRP is earlier than the effective date of exclusion from the PDS Perimeter of the old BRP, the effective date of the change is the date of inclusion in the PDS Perimeter of the new BRP.

Before the effective date of the change of BRP, the DSO informs, by any written means:

- the previous BRP of the effective date of the exclusion of all Sites in the Supplier's billing perimeter from its PDS Perimeter;
- the Supplier of the effective date of its attachment to the PDS Perimeter of the new BRP;
- the new BRP of the effective date of inclusion of all sites in the Supplier's billing perimeter in its PDS Perimeter;
- RTE of the effective date of the change of BRP, and the EIC codes of the previous BRP and the new BRP.

3.R.2.4.3.3.4. Termination of the DSO-S Contract

Termination provisions are given in the DSO-S Agreement.

In the event of termination, regardless of the reason, all Sites in the billing perimeter are held no longer to be part of the BRP's PDS Perimeter on the effective date of termination of the DSO-S Contract.

3.R.2.4.4. Changes to the PDS Perimeter: Injection Sites for which the BRP is designated in a DSO-S Contract and a DSO-P Contract

3.R.2.4.4.1. Principles

If it is supplied at low voltage with Subscribed Power less than or equal to 36 kVA, the Site may sign a Single Contract for Generation with the Supplier of its choice, covering both the purchase of the electrical energy produced by the Generation Facility and access to the PDS for generation in self-consumption mode. In this case, the Supplier must hold a DSO-S Contract with the DSO managing the network to which the Site is connected. This Contract sets out the rights and duties of the Parties with respect to access to the PDS, use of the PDS, and exchange of necessary data, in relation to Sites connected to the PDS managed by the DSO. The Supplier then ensures the exclusive purchase of the Site's energy, and the Site is not obliged to enter a Network Access Contract with the DSO. The Site is, however, guaranteed the same rights in respect of the DSO as if it had directly entered a PDS Access Contract with the latter.

Alternatively, the Site may sign a Single Contract for Generation with a non-Supplier market participant designated DSO-P Purchaser. To do so, the DSO-P Purchaser must have previously signed a DSO-P Contract with the DSO.

A Supplier or DSO-P Purchaser offering Single Contracts for Generation to its customers has a billing perimeter comprising all the Injection Sites of Users holding a valid Single Contract for Generation with the Supplier or DSO-P Purchaser and connected to the network managed by the DSO. All Sites belonging to this billing perimeter of the Supplier or DSO-P Purchaser are attached to a Balance Responsible Party perimeter chosen by the Supplier or DSO-P Purchaser.

Dates of inclusion in and exclusion from the Perimeter(s) of the BRP are concurrent with the dates of inclusion in and exclusion from Sites in the Billing Perimeter of the Supplier or DSO-P Purchaser that are governed by the DSO-S or DSO-P Contract.

3.R.2.4.4.2. Designation of the Balance Responsible Party

The procedure for the designation of the BRP are given in the DSO-S and DSO-P Contracts. They are reproduced here for your information. In the event of contradiction or inconsistency between the provisions reproduced below and the clauses contained in the DSO-S or DSO-P Contracts, the latter shall prevail.

3.R.2.4.4.2.1. Designation of the Supplier and/or the DSO-P Purchaser as Balance Responsible Party

The Supplier and/or DSO-P Purchaser may designate itself as BRP. In this case, it must hold a valid Participation Agreement with RTE and a valid DSO-BRP Contract with the DSO, in accordance with the provisions of this Chapter.

The Supplier and/or the DSO-P Purchaser must notify the DSO via a simple declaration of attachment using the form provided in the Appendix to this Chapter.

3.R.2.4.4.2.2. Designation of a Balance Responsible Party other than the Supplier and/or DSO-P Purchaser

The Supplier and/or DSO-P Purchaser may designate a third party as BRP, provided such a third party holds a Participation Agreement with RTE and a valid DSO-BRP Contract with the DSO in accordance with the provisions of this Chapter.

The Supplier and/or the DSO-P Purchaser must notify the DSO, by any written means, of an attachment using the form provided in the Appendix to this Chapter. This Agreement must be signed by the BRP and the Supplier and/or DSO-P Purchaser.

3.R.2.4.4.3. Adding and removing elements to/from the PDS Perimeter

3.R.2.4.4.3.1. Adding a Site holding a Single Contract for Generation

The procedures for the inclusion in the billing perimeter of the Supplier and/or DSO-P Purchaser of a Site holding a Single Contract for Generation are given in the DSO-S and DSO-P Contracts. They are reproduced here for your information. In the event of contradiction or inconsistency between the provisions reproduced below and the clauses contained in the DSO-S or DSO-P Contracts, the latter shall prevail.

The effective date of the inclusion of the Site holding a Single Contract for Generation in the PDS Perimeter is the effective date of its inclusion in the billing perimeter of the Supplier and/or DSO-P Purchaser as defined in the provisions of the DSO-S and the DSO-P Contracts.

3.R.2.4.4.3.2. Removal of a Site holding a Single Contract for Generation

The procedures for the removal from the billing perimeter of the Supplier and/or DSO-P Purchaser of a Site holding a Single Contract for Generation are given in the DSO-S and DSO-P Contracts. They are reproduced here for your information. In the event of contradiction or inconsistency between the provisions reproduced below and the clauses contained in the DSO-S or DSO-P Contracts, the latter shall prevail.

The effective date of exclusion of the Site holding a Single Contract for Generation from the PDS Perimeter is the effective date of its exclusion from the billing perimeter of the Supplier and/or DSO-P purchaser, as defined in the provisions of the DSO-S and DSO-P Contracts.

3.R.2.4.4.3.3. Change of Balance Responsible Party during the validity period of the DSO-S and DSO-P Contracts

On the initiative of the Supplier and/or DSO-P Purchaser:

The procedures for changing BRP in this case are given in the DSO-S and DSO-P Contracts. They are reproduced here for your information. In the event of contradiction or inconsistency between the provisions reproduced below and the clauses contained in the DSO-S or DSO-P Contracts, the latter shall prevail.

The Supplier and/or DSO-P Purchaser must inform its previous BRP, by any written means, of its decision to change BRP.

The Supplier and/or DSO-P Purchaser simultaneously inform(s) the DSO of this decision, by any written means, giving the identity of the new BRP by enclosing a connection agreement drawn up using the form provided in the Appendix to this Chapter (or a simple declaration using the form provided in the Appendix), duly signed.

The date on which the change takes effect is:

- if the attachment agreement (or simple declaration) is received by the DSO at least seven calendar days before the end of the current Month, Month M, the change takes effect on the first day of Month M+2;
- if the attachment agreement is received less than seven calendar days before the end of the current Month, Month M, the change takes effect on the first Day of Month M+3.

The billing perimeter of the Supplier and/or DSO-P Purchaser remains attached to the PDS Perimeter of the previous BRP until the effective date of its exclusion from this perimeter.

Before the effective date of the change of BRP, the DSO informs, by any written means:

- the Supplier and/or DSO-P Purchaser of the effective date of the attachment of all Sites in the Billing Perimeter to the PDS Perimeter of the new BRP;
- the previous BRP of the exclusion from its PDS Perimeter of all Sites in the billing perimeter, and the effective date of exclusion;
- the new BRP of the inclusion in its PDS Perimeter, and the effective date of inclusion, of all Sites in the billing perimeter;
- RTE of the effective date of the change of BRP, and the EIC codes of the previous BRP and the new BRP.

On the initiative of the Balance Responsible Party:

The BRP must inform the Supplier and/or the DSO-P Purchaser and the DSO, by any written means, of its decision to exclude from its PDS Perimeter all Sites in the billing perimeter, by sending it the completed removal form provided in the Appendix to this Chapter.

The effective date of the exclusion of the Sites from the PDS Perimeter:

- If the removal form is received by the DSO at least seven calendar days before the end of the current Month (Month M), the removal from the PDS Perimeter of all Sites in the billing perimeter takes effect on the first Day of the next Month but one, i.e. the first Day of Month M+2;
- If the removal form is received less than seven Calendar Days before the end of the current Month, Month M, the removal takes effect on the first Day of the next Month but two, i.e. the first Day of Month M+3.

The billing perimeter of the Supplier and/or DSO-P Purchaser remains attached to the PDS Perimeter of the previous BRP until the effective date of its exclusion from this perimeter. On reception of the above form, the DSO informs the Supplier and/or the DSO-P Purchaser, by any written means, of the exclusion of the Sites from the PDS Perimeter and of the effective date of exclusion, and requests it to designate a new BRP at least 30 calendar days before this effective date, in accordance with the provisions of Article 3.R.2.4.3.2.

If the Supplier and/or the DSO-P Purchaser has not designated a BRP within the indicated deadline, the DSO informs RTE and the Minister for Energy accordingly.

If the date of inclusion in the PDS Perimeter of the new BRP is earlier than the effective date of exclusion from the PDS Perimeter of the old BRP, the effective date of the change is the date of inclusion in the PDS Perimeter of the new BRP.

Before the effective date of the change of BRP, the DSO informs, by any written means:

- the previous BRP of the effective date of the exclusion of all Sites in the billing perimeter of the Supplier and/or the DSO-P Purchaser from its PDS Perimeter;
- the Supplier and/or DSO-P Purchaser of the effective date of its attachment to the PDS Perimeter of the new BRP;
- the new BRP of the effective date of the inclusion of all sites in the billing perimeter of the Supplier and/or the DSO-P Purchaser in its PDS Perimeter;
- RTE of the effective date of the change of BRP, and the EIC codes of the previous BRP and the new BRP.

3.R.2.4.4.3.4. Termination of the Single Contract for Generation

In the event of termination of the Single Contract, the Single Contract for Generation is terminated and the User is no longer authorized to generate.

3.R.2.4.4.3.5. Termination of the DSO-S Contract and the DSO-P Contract.

The conditions of termination are given in the DSO-S Contract and the DSO-P Contract.

In the event of termination, regardless of the reason, all Injection Sites in the billing perimeter are held no longer to be part of the BRP's PDS Perimeter on the effective date of termination of the DSO-S Contract and/or DSO-P Contract.

3.R.2.4.5. Changes to the PDS Perimeter: Consumption Sites at the regulated sale tariff or Injection sites in Obligation to Purchase

3.R.2.4.5.1. Principles

Consumption Sites holding a Contract applying the regulated sale tariff are automatically attached to the PDS Perimeter of the BRP designated by the Supplier holding these Contracts.

The Supplier designates one and only one BRP to the perimeter to which all the Consumption Sites holding a regulated sale tariff Contract with this Supplier are attached.

In derogation of the preceding paragraph, where the Supplier is a local distributor as referred to in Article L.111-54 and obtains part of its supplies at the assignment tariff for the supply of Consumption Sites holding a contract applying the regulated sale tariff, the latter may designate several BRPs and several balance perimeters for the attachment of these Consumption Sites. The requirements of E.4.5 then apply to Balance Perimeters containing Consumption Sites holding a Contract applying the regulated sale tariff.

These provisions do not apply to Sites holding a Distribution System Access Contract with the DSO.

For Contracts applying the regulated sale tariff and Obligation to Purchase Contracts, the dates of inclusion in and exclusion from the perimeter of the designated BRP are concurrent with the effective and expiry dates of the Contracts.

3.R.2.4.5.2. Designation of the Balance Responsible Party

3.R.2.4.5.2.1. Designation of the Supplier as Balance Responsible Party

A Supplier holding Contracts applying the regulated sale tariff may designate itself as BRP.

In this case, it must hold a valid participation agreement with RTE and a valid DSO-BRP Contract with the DSO. The Supplier must send the DSO, by any written means, a simple declaration of attachment using the form provided in the Appendix to this Chapter.

3.R.2.4.5.2.2. Designation of a Balance Responsible Party other than the Supplier

A Supplier holding Contracts applying the regulated sale tariff may designate a third party as BRP, provided such a third party holds a participation agreement with RTE and a valid DSO-BRP Contract with the DSO.

In this case, the BRP sends the DSO, by any written means, a connection agreement drawn up using the form provided in the Appendix to this Chapter. This agreement is signed by the BRP and the Supplier.

3.R.2.4.5.3. Adding and removing elements to/from the PDS Perimeter

3.R.2.4.5.3.1. Adding a Site holding a regulated sale tariff Contract

The effective date of the inclusion in the PDS Perimeter of a Site holding a regulated sale tariff Contract is the effective date of that Contract.

3.R.2.4.5.3.2. Removing a Site with a regulated sale tariff Contract or a Purchase Obligation Contract

The effective date of the exclusion from the PDS Perimeter of a Site holding a regulated sale tariff Contract or an Purchase Obligation Contract is the effective date of that Contract.

3.R.2.4.5.3.3. Change of Balance Responsible Party

On the initiative of the Supplier or Mandatory Electricity Purchaser:

The Supplier (respectively the Mandatory Electricity Purchaser) must inform its previous BRP, by any written means, of its decision to change its BRP.

The Supplier (respectively the Mandatory Electricity Purchaser) simultaneously informs the DSO of this decision, by any written means, and gives the identity of its new BRP by enclosing a connection agreement drawn up using the form provided in the Appendix to this Chapter (or a simple declaration using the form provided in the Appendix), duly signed.

The effective date of this change is defined below:

- if the attachment agreement (or simple declaration) is received by the DSO at least seven calendar days before the end of the current Month, Month M, the change takes effect on the first day of Month M+2;
- if the attachment agreement (or simple declaration) is received by the DSO less than seven calendar days before the end of the current Month, Month M, the change takes effect on the first day of Month M+3;

Consumption Sites holding a regulated sale tariff Contract with this Supplier (and respectively Injection Sites benefitting from a Purchase Obligation with this Mandatory Electricity Purchaser) remain attached to the PDS Perimeter of the previous BRP until the effective date of their exclusion from this perimeter.

Before the effective date of the change of BRP, the DSO informs, by any written means:

- the Supplier (respectively the Mandatory Electricity Purchaser) of the effective date of the attachment of all Sites to the PDS Perimeter of the new BRP,
- the previous BRP of the exclusion of all the Sites from its PDS Perimeter
- the new BRP of the inclusion of all Sites in its PDS Perimeter, and the effective date of inclusion;
- RTE of the effective date of the change of BRP, and the EIC codes of the previous BRP and the new BRP.

On the initiative of the Balance Responsible Party:

The BRP must inform the Supplier (respectively the Mandatory Electricity Purchaser) and the DSO, by any written means, of its decision to exclude from its PDS Perimeter all Consumption Sites holding a regulated sale tariff Contract with this Supplier (respectively all Injection Sites benefiting from a Purchase Obligation Contract, valid before the Law of 10 February 2000, with this Mandatory Electricity Purchaser), by sending it the completed removal form provided in the Appendix of this Chapter.

The effective date of the exclusion of all Sites from the PDS Perimeter is defined as follows:

- if the removal form is received by the DSO at least seven calendar days before the end of the current Month (Month M), the exclusion from the PDS Perimeter of all Consumption Sites holding a regulated sale tariff Contract and Injection Sites holding a Purchase Obligation Contract, valid before the law of 10 February 2000, with this Supplier (respectively this Mandatory Electricity Purchaser) takes effect on the first Day of the next Month but one, i.e. the first Day of Month M+2;
- If the removal form is received less than seven calendar days before the end of the current Month, Month M, the exclusion takes effect on the first Day of the next Month but two, i.e. the first Day of Month M+3.

All Sites remain within the PDS Perimeter of the previous BRP until the effective date of exclusion from this Perimeter.

On reception of the above form, the DSO informs the Supplier (respectively the Mandatory Electricity Purchaser), by any written means, of the exclusion of all Sites and the effective date of exclusion, and requests it to designate a new BRP at least 30 calendar days before this effective date, in accordance with the provisions of Article 3.R.2.4.4.2.

If the Supplier (respectively the Mandatory Electricity Purchaser) has not designated an BRP within the indicated deadline, the DSO informs RTE and the Minister for Energy accordingly.

If the date of inclusion in the PDS Perimeter of the new BRP is earlier than the effective date of exclusion of all Sites from the PDS Perimeter of the old BRP, the effective date of the change is the date of inclusion in the PDS Perimeter of the new BRP.

Before the effective date of the change of BRP, the DSO informs, by any written means:

- the previous BRP of the effective date of exclusion of all Sites from its PDS Perimeter
- the Supplier (respectively the Mandatory Electricity Purchaser) of the effective date of its attachment to the PDS Perimeter of the new BRP;
- the new BRP of the effective date of inclusion in its PDS Perimeter of all Sites;
- RTE of the effective date of the change of BRP, and the EIC codes of the previous BRP and the new BRP.

3.R.2.4.6. Changes to the PDS Perimeter: BRP-PDS Site NEB

3.R.2.4.6.1. Principles

BRP-PDS Site NEB is an agreement between a BRP and a Consumption Site connected to the PDS for the supply of Blocks. The Site must be equipped with Remote Reading Equipment and hold a valid Distribution Network Access Contract or Metering Data Service Contract with the DSO. Blocks are delivered to the Site via the RTE Block Exchange Service.

To provide Blocks to a Site connected to the PDS, a Market Participant must hold a BRP Contract with RTE and a DSO-BRP Contract with the DSO managing the network to which the Site is connected.

The PEB established under a BRP-PDS Site NEB is attached to the PDS Perimeter of the BRP supplying Blocks to the Site.

3.R.2.4.6.2. Designation of the Balance Responsible Party

The conditions attaching to the Block Exchange Service are given in Article 3.I.

In order to exchange Blocks with Consumption Sites, the Balance Responsible Party is obliged to enter into agreements with its counterparties. RTE must be notified of these agreements via BRP-Site Block Exchange Notifications (BRP-Site NEB).

The procedures for adding and removing a BRP-PDS Site NEB are given in Article 3.I.

Once validated, RTE informs the DSO of the additions and removals of BRP-PDS Site NEB.

3.R.2.4.7. Changes to the PDS Perimeter: DSO power losses

3.R.2.4.7.1. Principles

Under the Profiling method described in Article 3.R.3, it is necessary for each DSO to estimate the Load Curve of its power losses. This curve is used by RTE during the process of reconstitution of flows, whose conditions are described in this Chapter. In accordance with Article 3.R.2.5, the formula for estimating this curve is part of the data published by the DSO.

The estimated DSO power loss load curve is assigned to the PDS perimeter of the BRP designated by the DSO.

3.R.2.4.7.2. Designation of the Balance Responsible Party

The DSO shall designate, in accordance with the terms set out below, one and only one BRP to the PDS Perimeter to which the Load Curve of its power losses is attached.

3.R.2.4.7.2.1. Designation of the DSO as Balance Responsible Party

The DSO may designate itself as BRP.

In this case, it hold have a Participation Agreement with RTE in accordance with the conditions laid down in this Chapter.

3.R.2.4.7.2.2. Designation of a Balance Responsible Party other than the DSO

The DSO may designate a third party as BRP, provided such a third party holds a valid Participation Agreement with RTE and a valid DSO-BRP Contract with the DSO, as indicated in this Chapter.

A connection agreement drawn up on the form provided in the Appendix to this Chapter must be signed between the BRP and the DSO.

3.R.2.4.7.3. Adding and removing elements to/from the PDS Perimeter

3.R.2.4.7.3.1. Change of Balance Responsible Party on the initiative of the DSO

The DSO must inform its previous BRP, by any written means, of its decision to change BRP. A connection agreement drawn up on the form provided in the Appendix to this Chapter must be signed between the new BRP and the DSO.

The date on which the change takes effect is:

- if the connection agreement is signed by the DSO at least seven calendar days before the end of the current Month, Month M, the change takes effect on the first day of the following Month, i.e. the first day of Month M+1;
- if the connection agreement is signed by the DSO less than seven calendar days before the end of the current Month, Month M, the change takes effect on the first day of the next Month but one, i.e. the first day of Month M+2;

DSO power losses shall remain attached to the PDS Perimeter of the previous BRP until the effective date of exclusion from the Perimeter.

Before the effective date of the change of BRP, the DSO informs, by any written means:

- the previous BRP of the removal of the DSO's power losses from its PDS Perimeter and the effective date of removal;
- the new BRP of the inclusion of the DSO's power losses in its PDS Perimeter, and the effective date of inclusion.

3.R.2.4.7.3.2. DSO power losses removed from the PDS Perimeter on the initiative of the Balance Responsible Party

The BRP must inform the DSO, by any written means, of its decision to exclude the DSO's power losses from its PDS Perimeter. The BRP uses the removal form provided in the Appendix to this Chapter to inform the DSO of exclusion.

The effective date of exclusion from the PDS Perimeter is:

- if the removal form is received by the DSO at least seven calendar days before the end of the current Month, Month M, the removal from the PDS Perimeter takes effect on the first Day of the next Month but one, i.e. the first Day of Month M+2;
- If the removal form is received by the DSO less than seven calendar days before the end of the current Month, Month M, the removal takes effect on the first Day of the next Month but two, i.e. the first Day of Month M+3.

DSO power losses remain attached to the PDS Perimeter of the previous BRP until the effective date of exclusion from this Perimeter.

The DSO must designate a new Balance Responsible Party at least seven calendar days before this effective date, in accordance with Article 3.R.2.4.6.2.

If the date of inclusion in the PDS Perimeter of the new BRP is earlier than the effective date of exclusion from the PDS Perimeter of the old BRP, the effective date of the change is the date of inclusion in the new PDS Perimeter.

Before the effective date of the change of BRP, the DSO informs, by any written means:

- the previous BRP of the effective date of the removal of the DSO's power losses from its PDS Perimeter,
- the new BRP of the effective date of the inclusion of the DSO's power losses in its PDS Perimeter.

3.R.2.4.8. Disappearance of the PDS Perimeter

Following termination of the DSO-BRP Contract in the cases specified below, the DSO sends the BRP a statement of outstanding accounts. All sums - principal, expenses and incidentals - due by the BRP under the DSO-BRP Contract automatically fall due and must therefore be paid to the DSO within one Month of the date of termination.

3.R.2.4.8.1. Termination of the Participation Agreement between RTE and the Balance Responsible Party

The conditions for termination of the Contract between RTE and the BRP are described in this Chapter.

Termination of the BRP Contract signed with RTE by a market participant results in the *de facto* loss by that participant of its status as BRP, and automatically entails the termination on the same date of the contracts the BRP holds with the DSOs.

In all cases, the elements concerned in the PDS Perimeter:

- Users operating Injection or Consumption Sites, holders of Distribution Network Access Contracts forming part of the PDS Perimeter;
- Users operating Injection or Consumption Sites, holders of Metering Data Service Contracts forming part of the PDS Perimeter;
- Suppliers holding a DSO-S Contract that is part of the PDS Perimeter;
- DSO-P Purchasers holding a DSO-P Contract with the DSO and forming part of the PDS Perimeter;
- counterparties of BRP-PDS Site NEB;

must designate a new BRP according to an emergency procedure defined with the DSO. Where appropriate, the elements in the PDS Perimeter can then be attached retroactively.

3.R.2.4.8.2. Termination of the DSO-BRP Contract between the DSO and the Balance Responsible Party

3.R.2.4.8.2.1. Termination on the DSO's initiative

The DSO may terminate the DSO-BRP Contract with a BRP by registered letter with recorded delivery when the BRP has not complied with one or more of its contractual obligations after the DSO has served it formal notification, by registered letter with recorded delivery, of the need to comply with those obligations, and the notification has failed to produce effect in the 10 Days following notification.

No later than three business days after the expiry of the deadline given in the formal notification, the DSO informs:

- Users operating Injection or Consumption Sites, holders of Distribution Network Access Contracts forming part of the PDS Perimeter;
- Users operating Injection or Consumption Sites, holders of Metering Data Service Contracts forming part of the PDS Perimeter;

- Suppliers holding a DSO-S Contract that is part of the PDS Perimeter;
- DSO-P Purchasers holding a DSO-P Contract with the DSO and forming part of the PDS Perimeter;
- counterparties of BRP-PDS Site NEB;

by any written means, confirmed simultaneously by registered letter with recorded delivery, of such termination, together with its effective date, and requests them to designate, before that date, a new BRP under the provisions of this Chapter.

Termination is effective once all Sites concerned have been attached to a new BRP.

The DSO may also propose termination of the DSO-BRP Contract with a BRP when the BRP's PDS Perimeter has not contained, or no longer contains, any elements (as described in Article 3.R.2.4.1) for more than 16 Months.

The DSO notifies the BRP of the proposed termination of the DSO-RE Contract by registered letter with recorded delivery, stating:

- the reason for termination;

- that the BRP has a period of 30 calendar days from reception of the Notification to object to this termination.

Upon expiry of the 30 calendar day period, in the event of an agreement notified by the BRP or in the absence of a response from the BRP, the termination of the DSO-BRP Contract takes effect automatically.

In the event the BRP raises objections to the termination, the DSO-BRP Contract remains valid.

3.R.2.4.8.2.2. Termination on the initiative of the Balance Responsible Party

The BRP may terminate its DSO-BRP Contract with a DSO provided it has previously removed all Injection and Withdrawal elements from its PDS Perimeter, as defined in Articles 3.R.2.4.2 to 3.R.2.4.6.

The BRP notifies the DSO of the termination of its Contract by registered letter with recorded delivery, specifying the effective date of the termination. In any case, the latter cannot be earlier than:

- the removal of the last element from its PDS Perimeter by the BRP;
- on the 1st day of month M+2, if the Notification by the DSO is received 7 days before the end of month M;
- on the 1st day of month M+3, for reception after the aforementioned period of 7 days.

3.R.2.5. Data published by DSO

The DSO communicates to the BRP, as indicated in the special conditions of the DSO-BRP Contract, the formula it uses to estimate the Load Curve of its power losses.

This formula is revised in accordance with the procedure for revision of the special conditions described in Article 3.R.2.4.3. The DSO shall observe a minimum of 3 Months between the notification of the revised version of the DSO-BRP Contract's special conditions and the date of application of the revised power losses formula.

3.R.2.6. Calculation of Load Curves Used in the PDS Flow Reconstitution Process

The load curves assigned to a BRP show consumption (Extraction) and Generation (Injection). They can either be estimated or remotely read.

This paragraph describes the methods used to calculate the Remotely Read Consumption Load Curve, the Remotely Read Generation Load Curve and the Estimated Load Curve of power losses assigned to the BRP for the process of the reconstitution of flows.

The methods used to calculate the estimated consumption Load Curve and the estimated generation Load Curve are described in Article 3.R.3.

The DSO reports these curves, remotely read or estimated, to RTE in the manner described in Article 3.R.1.

3.R.2.6.1. Calculating the Remotely Read Consumption Load Curve

The BRP's Remotely Read Consumption Load Curve is the sum of the Adjusted Consumptions for Consumption Sites attached to this BRP's PDS Perimeter of Blocks delivered by the BRP to Consumption Sites not attached to its PDS Perimeter.

Under the definition of the term "Adjusted Consumption", the DSO determines the Adjusted Consumption of each Remotely Read Consumption Site connected to its network as follows:

- the amount of energy extracted by the Site, calculated from metering facility data validated according to the procedures described in the CARD, Metering Data Service and DSO-S Contracts;
- plus, as applicable, if the Site applies the Corrected Payment Model, the upward balancing volumes of the Site from a Remotely Read Consumption BE;
- plus, as applicable, if the Site applies the Corrected Payment Model, the load reduction volumes of the Site from Remotely Read Consumption BEs;
- plus, as applicable, if the Site applies the Corrected Payment Model, the volume resulting from an upward activation in the context of a PDS Network Flexibilities service with Enedis;
- minus, as applicable, if the Site applies the Corrected Payment Model, the shifted load volumes of the Site from Remotely Read DREs;
- minus, as applicable, if the Site applies the Corrected Payment Model, the downward balancing volumes of the Site from a Remotely Read Consumption BE;
- minus, as applicable, if the Site applies the Corrected Payment Model, the volume resulting from a downward activation in the context of a PDS Network Flexibilities service with Enedis;
- minus, as applicable, the energy of the Block Exchange Schedules conveyed to the Site under BRP-Site NEB

Note that the balancing volumes correspond to:

- an estimate made by the DSO before transmission by RTE of the Volumes Attributed by Site;
- then to the Volumes Attributed by Site for balancing purposes, as transmitted by RTE in accordance with the provisions of Chapter 2.

Note that load reduction and shifted load volumes are:

- estimated by the DSO before transmission by RTE of the Achieved Load Reduction Time Series and the Achieved Shifted Load Time Series by Site;
- then the Achieved Load Reduction Time Series and Achieved Shifted Load Time Series by Site as transmitted by RTE in accordance with the NEBEF Rules.

The DSO's estimates of the load reduction and shifted load volumes achieved by a Consumption Site constituting a Remotely-Read BE and the balancing volumes achieved by a Consumption Site constituting a Remotely Read Consumption BE are made according to the performance control method applicable to the Consumption Site attached to the PDS Perimeter.

For Consumption Sites participating in experimental sub-metering under the NEBEF rules, the DSO makes this estimate of load reduced volumes in W+1 according to the performance control method applicable to the Consumption Site attached to the PDS Perimeter, with data at Site level and not sub-metering level. On the other hand, from the beginning of the sub-metering experiment, the balance sheet rejections of the Balance Responsible Parties will be corrected on the basis of the load reduced volumes calculated by RTE on the basis of the sub-metering data made available by the Demand Response Aggregators.

Volumes resulting from activation under a PDS Network Flexibility service with Enedis are obtained via the methods defined under the PDS Network Flexibility service. When the PDS Network Flexibility service is applied at the level of an aggregate of sites, the volumes are distributed at a granularity lower than the aggregate, in accordance with Article 3.L.1.8.5.

The energy of the Block Exchange Schemes under BRP-Site NEB is communicated by RTE to the DSO in accordance with the procedures laid down in Article 3.I.

The control, correction, validation and publication of the Load Curves of Remotely Read Consumption Sites are carried out by the DSO in accordance with the procedures described in the Distribution Network Access Contract, the Metering Data Service Contract, the DSO-S Contract, and the Regulated Sale Tariff Contract.

3.R.2.6.2. Calculating the Remotely Read Generation Load Curve

The BRP's Remotely-Read Generation Load Curve is the sum of the remotely read generation values of Injection Sites attached to the PDS Perimeter.

The data used in the calculation of this Load Curve is taken from the Metering Facilities identified in the Distribution Network Access Contracts, in the Metering Data Service Contracts, in the DSO-S or DSO-P Contracts in the case of a Single Contract for Generation, and in Purchase Obligation Contracts signed before the Law of 10 February 2000.

The control, correction, validation and publication of load curves of Remotely Read Injection Sites are carried out by the DSO in accordance with the procedures described in the Distribution Network Access Contracts, in the Metering Data Service Contracts, in the DSO-P Contracts, and in Purchase Obligation Contracts signed before the Law of 10 February 2000.

3.R.2.6.3. Calculation of the DSO's estimated power loss Load Curve

Under the Flow Reconstitution Process, the DSO compiles a Load Curve for its technical and non-technical power losses.

By a process of subtraction, this curve allows a net consumption curve to be obtained to which the estimated consumption load curves of the BRPs are aligned, according to the principles of the spatial alignment carried out by RTE in application of the procedures described in Chapter 3.

The DSO specifies, in the special conditions of the DSO-BRP Contract, the method it uses to estimate the Load Curve of its power losses, and in particular the date from which it determines its daily power losses by the difference between injection and extraction at the level of its network.

3.R.2.7. DSO services and data made available to the Balance Responsible Party

DSO services to BRPs under the provisions of this Chapter are of two types:

- uninvoiced ancillary services included in the applicable public electricity transmission network and distribution network tariffs:
- transmission of the Balance Responsible Party's aggregated load curves to RTE;
- transmission to the Balance Responsible Party of the PDS Perimeter;
- transmission to the Balance Responsible Party of the temperature curve, only for Enedis and under the provisions of Article 3.R.3;
- transmission to the Balance Responsible Party of the dynamic profile coefficients for the calculation of the Estimated Load Curve, in accordance with Article 3.R.3;
- transmission to the Balance Responsible Party of the monthly adjusted consumption load curves of the CARD Sites attached to its PDS Perimeter;
- transmission to the Balance Responsible Party of the monthly generation load curves of the CARD Sites attached to its PDS Perimeter;
- transmission to RTE and the Balance Responsible Party, at least one of whose suppliers has subscribed to ARENH (regulated access to historic nuclear energy), of the data enabling the observed consumption to be determined;
- invoiced ancillary services.

These services are performed in accordance with the procedures described in the DSO's service catalogue.

3.R.2.8. Data disputes

3.R.2.8.1. Imbalance calculation process

In view of the revised deadlines for transmission of data to RTE set out in Article 3.R.1.7.4, in the event the BRP disagrees with the data for a week W of a month M compiled by the DSO, from the data listed in Article 3.R.2.7, the BRP sends an objection to the DSO by e-mail, with confirmation by registered letter with recorded delivery, before the end of Month M+7. The BRP specifies the elements of the PDS Perimeter, the disputed Extraction or Injection volumes, and the time period concerned. The DSO undertakes to send a reply by e-mail, with confirmation by registered letter with recorded delivery, within a maximum of two Months from the date of reception of the objection. If the objection is complete and well-founded, the DSO undertakes to make its best efforts to correct the data concerned and to transmit to RTE the data listed in Article 3.R.2.7, with the corrected values, at its earliest convenience, in accordance with the data revision procedures for the calculation of imbalances defined in this Chapter.

In all events, if the BRP's objection is substantiated and if the parties so agree before the end of Month M+9, the DSO undertakes to correct the data concerned and to transmit to RTE the data listed in Article 3.R.1, with the corrected values, before the end of the data revision period indicated in this Chapter for the calculation of the invoice issued by RTE at the end of Month M+12.

In view of the revised deadlines for transmission of data to RTE set out in Article 3.R.1.7.4 and the obligation of the BRP vis-à-vis the DSO to check the data published by RTE in accordance with Article 3.R.2.2, the data for a week W in a month M, prepared by the DSO and transmitted to RTE during Month M+6, which has not been challenged before the end of Month M+7 shall be held to have been accepted by the BRP under the Imbalance Calculation workflow. Until date ER_{19}, such data may be subject to revision under the Temporal Reconciliation workflow, in accordance with Article 3.R.2.8.2, taking into account the review procedures set out in Articles 3.R.1.8.3.1 and 3.R.1.8.3.2.

In the absence of agreement on the data for a Week S of a Month M compiled by the DSO and transmitted to RTE for the calculation of the invoice issued by RTE at the end of month M+12, the dispute settlement procedures provided for in the General Provisions of the Rules shall apply.

3.R.2.8.2. Temporal Reconciliation workflow (up to date RE_{19})

The Temporal Reconciliation workflow addresses profiled data. It may exceptionally address revisions of remotely read data in accordance with the procedures laid down in this Chapter.

3.R.2.8.2.1. Changes to the PDS Perimeter between M+6 and M+12:

In the event the BRP disagrees with the revision of the data for a given week W in a given month M compiled by the DSO, from the data listed in Article 3.R.1.7.2, for the compilation of the flows transmitted to RTE during Month M+12, the BRP sends an objection to the DSO by e-mail, with confirmation by registered letter with recorded delivery, before the end of Month M+12. The BRP specifies the PDS Perimeter elements it is challenging, and the period concerned.

The DSO undertakes to send a reply by e-mail, with confirmation by registered letter with recorded delivery, within a maximum of one month from the date of reception of the objection. If this is justified and if the parties come to an agreement before the end of Month M+13, the DSO undertakes to correct the data concerned and to transmit to RTE the data listed in Article 3.R.1.7.2, with the corrected values, according to the data revision procedures for the calculation of Temporal Reconciliation defined in Article 3.R.1.7.4.

However, if the BRP has waited until the end of Month M+12 to send an objection to the DSO concerning the data listed in Article 3.R.1.7.2, when it was in a position to do so before the end of Month M+7, the DSO does not guarantee the correction of the data concerned within the time limits given for the calculation of Temporal Reconciliation.

The data for a week W in a month M compiled by the DSO, from the data listed in Article 3.R.1.7.2, which has not been challenged before the end of Month M+12, is held to have been accepted by the BRP under the Temporal Reconciliation calculation workflow.

3.R.2.8.2.2. Profiled data compiled by the DSO and transmitted to RTE in M+14 and remotely read data compiled by the DSO and transmitted to RTE in M+12:

In the event the BRP disagrees with the data for a week W of a month M compiled by the DSO, from the data listed in Article 3.R.1.7.2 and transmitted to RTE during Month M+14 for an Estimated consumption or generation Load Curve or during Month M+12 for a Remotely-Read consumption or generation Load Curve, the BRP sends an objection to the DSO by e-mail, with confirmation by registered letter with recorded delivery:

- before the 15th day of April in Y+2 for the first seven months of Annual Period Y,
- before the 15th day of Month M+15 for the eighth to eleventh Months of Annual Period Y,
- and before the 25th of Month M+14 for the twelfth Month of Annual Period Y.

The BRP specifies the Extraction or Injection volumes it is challenging, the elements of the PDS Perimeter, and the time period concerned.

The DSO undertakes to send a reply by e-mail, with confirmation by registered letter with recorded delivery, within a maximum of one month from the date of reception of the objection. If the BRP's objection is complete and well-founded and in the event of the agreement of the parties:

- before the 15th day of May Y+2 for the first seven months of the Annual Period Y;
- before the 15th day of Month M+16 for the eighth to eleventh months of Annual Period Y;
- before the 25th day of Month M+15 for the twelfth month of Annual Period Y;

the DSO undertakes to correct the data concerned and to transmit to RTE the data listed in Article 3.R.1.7.2, with the corrected values, in accordance with the data revision procedures for the calculation of Temporal Reconciliation defined in this Chapter.

The data of a week W in a month M compiled by the DSO, from the data listed in Article 3.R.1.7.2, which has not been challenged within the time limits laid down in this Article is held to have been accepted by the BRP under the Temporal Reconciliation workflow and is processed in accordance with the procedures laid down in Article 3.R.1.7.3.

In the absence of agreement on the data for a Week S of a Month M compiled by the DSO and transmitted to RTE for the calculation of the Temporal Reconciliation invoice issued by RTE, the dispute settlement procedures provided for in the General Provisions of the Rules shall apply.

3.R.2.8.3. Objections regarding data compiled by the DSO and transmitted to RTE, raised after the final flow reconstitution process deadline

In the event the BRP disagrees with the data for a Month M of an Annual Period Y from the data listed in Article 3.R.2.8.1, making its objection at a time that makes it impossible for the DSO to transmit to RTE the corrected data in accordance with Articles 3.R.1.8.3.1 and 3.R.1.8.3.2, the BRP sends an objection to the DSO by electronic mail, with confirmation by registered letter with recorded delivery. The BRP specifies the elements of the PDS Perimeter, the disputed Extraction or Injection volumes, and the time period concerned.

The DSO investigates the objection and undertakes to send a reply to the BRP by e-mail, with confirmation by registered letter with recorded delivery, within three Months of the date of reception of the objection containing all the elements necessary for its investigation.

Where the DSO is liable under the conditions defined in Article 3.D.5, the DSO directly settles the attendant financial consequences with the BRP(s) concerned, in accordance with the procedure given in Article 3.D.5.

The DSO may request RTE's technical support to assess the financial consequences of missing or erroneous data that it has transmitted to RTE in accordance with Articles 3.D.5 and 3.R.1.15.

3.R.2.9. Transmission of information to the Supplier(s)

3.R.2.9.1. Designation of the BRP as a representative

RTE entrusts the BRP, which shall act as RTE's representative, with the performance of the tasks and obligations set out in Article 3.R.2.9.2, and the BRP, in its capacity as representative, accepts the aforementioned designation under the terms of Article 3.R.2.9.2.

3.R.2.9.2. Functions and obligations of the BRP in its capacity as representative

3.R.2.9.2.1. Obligations of the BRP

Under Article R.271-8, paragraph 1 of the French Energy Code, for Consumption Sites applying the Corrected Payment Model, the operators of public electricity networks send to the Supplier the data relating to the volume of the site's annual electricity consumption, for the purpose of paying the excise referred to in Book III, Title I, Chapter II of the French Tax Code on Goods and Services.

Under Article 3.R.2.9, the BRP undertakes to act in the name and on behalf of the DSO to ensure compliance with the obligations set out in Article R. 271-8, 1° of the French Energy Code concerning Consumption Sites connected to the PDS whose load reductions are valued on the energy markets or on the balancing mechanism, and where the amount of the payment due to the Supplier of each of the load-reduced sites is invoiced directly by the Supplier to the end consumer, in accordance with the applicable contractual terms between them.

To do this, the BRP, for the Consumption Sites connected to the PDS, applying the Corrected Payment Model and of which it is the BRP, must transmit to the Supplier(s) concerned the data relating to the volume of the annual power consumption of the site according to the methods described below.

3.R.2.9.2.2. Data transmitted by the DSO to the BRP

To enable the BRP to transmit, on behalf of the DSO, the information intended for the Supplier(s) in accordance with Article 3.R.2.9.2.1, the DSO transmits to the BRP the energy volume corresponding to the sum of:

- the Achieved Load-Reduction Time Series for year N,
- the Achieved Shifted Load Time Series for year N,
- the Volumes Attributed to he balancing during year N,
- the volumes resulting from the activation of a PDS Network Flexibilities service with Enedis in year N.

for each Consumption site applying the Corrected Payment Model and attached to the PDS.

This information is subject to the provisions of Articles R. 111-22 et seq. of the Energy Code regarding commercially sensitive information.

3.R.2.9.2.3. Data transmitted by the BRP to the Suppliers of Consumption Sites applying the Corrected Payment Model

Upon reception of the data referred to in Article 3.R.2.9.2.2, the BRP shall allocate and then transmit to each supplier concerned the annual power consumption of the Consumption Site necessary for purposes of paying the excise referred to in Book III, Title I, Chapter II of the French Tax Code on Goods and Services.

The DSO may, on its own initiative, give the BRP any order or instruction aimed at guaranteeing compliance with the obligations set out in this article, in particular by requesting that the BRP report on the execution of the aforementioned obligations.

3.R.2.10. Financial settlements relating to the activation of PDS Network Flexibilities under Obligation to Purchase to resolve PDS congestion

In June of Year Y+1, the DSO prepares for the BRP the statement of the invoiced items for PDS Network Flexibility activations to resolve PDS congestion issued by an Injection Site under Obligation to Purchase, in accordance with Article 3.M.6 of Chapter 3 of the Rules, for the annual period from January of Year Y to December of Year Y.

If the balance is positive, the DSO submits the corresponding invoice to the BRP by the last day of June of the Year Y+1. If the balance is negative, the BRP submits the corresponding invoice to the DSO by the last day of June of Year Y+1.

In the hypothesis where the volumes on which the calculation of ValoFlex,OA (within the meaning of Article 3.M.6) is based are subject to review before calculation of the M+12 imbalance, the invoice may be rectified at the initiative of the DSO or at the request of the BRP subject to the agreement of the DSO, before 1 June of year Y+2.

Billing arrangements between RTE and the BRP for PTS and PDS Network Flexibility activations to resolve PTS constraints are described in Article 3.N.3.3.

3.R.3. Provisions applicable by DSOs for estimating Load Curves

3.R.3.1. Purpose

This article was written by Enedis in dialogue with market participants under the supervision of the Profiling Governance Committee. It details the conditions attaching to the Profiling system and its evolution, and the national data allowing its implementation.

The Time Interval of Flow reconstitution process is reduced from 30' to 15' from date RE_{19}.

The number of time intervals in one day is designated NBPT for the flow reconstitution process calculations. NBPT is 48 before date RE_{19}, and 96 from that date onward.

3.R.3.2. Applicable national data

The national data necessary for the performance of the DSO-BRP contract, enabling the implementation of the Profiling system, is:

Profiles:

The list of applicable Profiles is described in Appendix. 3.AA19.

These Profiles are assigned to each Site using the Profile assignment method described in Appendix 3.AA20.

The versions corresponding to the dataset used for the estimation of load curves, profile coefficients (static and dynamic) and gradients are published on the Enedis website at www.enedis.fr.

Version V11 of the static Profiles is applicable to the calculation of the estimated consumption and generation load curves assigned to the BRP in the weeks after or equal to January 2, 2021. Version V12 (instead of V11) applicable from date RE_{19}.

Theta and k coefficients:

The Theta coefficients and k coefficients used for the extreme FU calculations described in Appendix 3.AA24 and the default FU calculations described in Appendix 3.AA25 of this Chapter are published on the Enedis website at www.enedis.fr.

“m” scaling coefficients:

The m scaling coefficients described in Article 3.R.3.3.1.3.3 ensure continuity of the profile coefficients applied for the calculation of the estimated load curves on the change of profile type (dynamic profiles instead of static profiles). They are used when the start date of use of dynamic profiles differs from the initialization dates specified in section III of Appendix 3.AA20. These coefficients are published on the Enedis website at www.enedis.fr.

Temperatures:

The Threshold Temperature applicable for weather hazards is given in Appendix 3.AA21.

Smoothed Normal Temperatures applicable for weather hazards are calculated using the method described in Appendix 3.AA21.

Achieved Smoothed Temperatures applicable for weather hazards are calculated using the method described in Appendix 3.AA21.

Normal and Achieved Temperatures are published on the Enedis website at www.enedis.fr.

Pseudo-radiation:

The Achieved National Radiation applicable for weather hazards is calculated according to the method described in Appendix 3.AA21.

The Achieved National Radiation is published on the Enedis website at www.enedis.fr.

Public holidays and long weekends:

For Public Holidays and long weekends, the Profiles are prepared as defined in Article 3.R.3.3.1.3.1.

The public holidays considered are the Legal Holidays listed in the Employment Code. They are published on the Enedis website at www.enedis.fr.

The long weekends considered are the Mondays preceding a Tuesday holiday and the Fridays following a Thursday holiday, for Public Holidays in the Months from April to September inclusive. They are published on the Enedis website at www.enedis.fr.

3.R.3.3. Summary of methods used in the flow reconstitution process

Load curves assigned to a BRP except power loss BRPs relate to consumption (Extraction) and Generation (Injection). They can be estimated or remotely read.

The Load Curve assigned to the power loss BRP is estimated and based on modelled power losses.

This paragraph describes the methods used to calculate the Estimated Consumption Load Curve and Estimated Generation Load Curve which are assigned to the BRP for the calculation of Imbalances and Temporal Reconciliation.

3.R.3.3.1. Estimated consumption load curve calculation method

The estimated consumption load curve is calculated using consumption profiles. It may also be referred to as a “profiled Load Curve”.

3.R.3.3.1.1. Profiling Principles

Profiling is necessary to calculate the consumption, at Half-Hourly intervals before date RE_{19} and at Quarter-Hourly intervals from date RE_{19}, of the Sites for which Measurement Indexes are used and which are metered over longer intervals (half-yearly for example) that are incompatible with the time intervals required by the flow reconstitution process.

Profiling yields the Estimated Consumption Load Curve held to represent the total consumption of Profiled Sites in the PDS Perimeter.

The subscribed power threshold below which the consumption of the Sites can be calculated by Profiling, as determined in CRE decision 2019-217 of 26/09/2019, is 37 kVA.

The DSO may reduce these thresholds and profile only Sites not equipped with a Remote Load Curve meter. The DSO describes how these thresholds operate in the DSO-BRP special conditions.

3.R.3.3.1.2. Definition of the profile

Under the CRE decision of 03/07/2003, "the definition of the different Profile categories should be based on objective criteria derived from the metering data available to the system operators".

The implementation of this decision entails the definition of profiles in accordance with the measurement structure of the metering device installed on each Site. Also, profiles better retain the consumption measured in each of the substations subject to seasonal fluctuation.

A Profile represents the average behaviour of a User group and reflects the power consumption over time of an average individual in that group. The list of applicable Profiles is given in an Appendix of this Chapter.

3.R.3.3.1.2.1. Profile construction method

The idea is to obtain a representative sample of a population, using a set of criteria allowing users to be grouped into homogeneous categories. These Users are equipped with a Load Curve meter. By calculating the weighted average of the consumption load curves of each of the Users in the sample, the curve representing the behaviour of an average User can be obtained.

Two types of Profile can be constructed from the curve representing the behaviour of an average User:

- A dynamic Profile, which corresponds directly to this behaviour curve representing the behaviour of an average User, scaled in accordance with the procedures defined in Article 3.R.3.3.1.3.3,
- A static Profile, which corresponds to a set of coefficients relating to a standard year, established by modelling a multiannual history of this curve. The model is developed, prepared and adjusted in accordance with the procedures defined in Articles 3.R.3.3.1.2.3 and 3.R.3.3.1.3.

In the absence of a representative sample of the population contained in a Profile, the Profile coefficients are determined on the basis of the existing Profiles.

3.R.3.3.1.2.2. Seasonal fluctuation of the Profile (sub-profiles)

The flow reconstitution process takes into account the existence of metering data from substations subject to seasonal fluctuation. Seasonal profiles (also called sub-profiles) have therefore been created to reflect the consumption curve of an average user in the substation in question.

3.R.3.3.1.2.3. Compilation of the profile

A static profile is determined by the product of coefficients of Week, Day, and Hour. It is therefore characterized by 52 CS (week coefficients), 52×7 CJ (day coefficients), $52 \times 7 \times NBPT$ CH (coefficients at Half-Hourly intervals before date RE_{19} and Quarter-Hourly intervals from date RE_{19}). The average of the 52 coefficients CS is, without exception, equal to 1. The average of the 7 coefficients CJ of each Week is equal to 1. The average of the coefficients CH for each day of each week is equal to 1.

Thus we obtain, for the point defined by the week number S, day J and hour H, the following:

$$CTN(S,J,H) = CS(S) \times CJ(S,J) \times CH(S,J,H)$$

Where:

- $CTN(S, J, H)$: the coefficient at normal temperature;
- $CS(S)$: the coefficient of week S. This represents the relative weight of the consumption in week S relative to the average level for the year;
- $CJ(S, J)$: the coefficient of day J. It represents, in each week S, the relative weight of that day in relation to the others;
- $CH(S, J, H)$: the coefficient at Half-Hourly intervals before date RE_{19} and Quarter-Hourly intervals from date RE_{19}, which determines the form of consumption during a given day J during a week S.

The $CTN(S, J, H)$ is defined for a typical year, at normal temperature, and is used for each period after a preparation and adjustment process defined in Article 3.R.3.3.1.3.

A dynamic Profile is determined by the coefficients C_{Dyn} for each time interval, i.e. $365 \times NBPT$ coefficients per year ($366 \times NBPT$ in leap years) and is used over each period. These coefficients directly take into account the weather and Mobile Period Days observed by the DSO.

3.R.3.3.1.3. Preparation, adjustment and scaling of Profiles

The workflow for preparing and adjusting static Profiles is described in the Appendix to this Chapter.

3.R.3.3.1.3.1. Preparation of static Profiles

Preparation of Profiles is the process of adapting the static Profile to a given calendar period.

This process involves multiplying the coefficients CS, CJ and CH and replacing, according to the profile in question, the coefficients of public holidays with the coefficients for the Sunday of the corresponding Week. This function is triggered at least once a year (new public holiday calendar). Long weekends from October to March are considered normal Business Days. Long weekends from April to September are considered Saturdays.

3.R.3.3.1.3.2. Adjusting static Profiles

Adjusting Profiles involves integrating the Mobile Period days and weather corrections into the previously prepared Profiles. This adjustment is an ongoing process.

Mobile Period days taken into account:

Mobile Period days are those observed by each DSO.

Weather hazards:

Consumption is naturally impacted by weather conditions. Each Profile takes into account this sensitivity to weather hazards. It is expressed by the application of a coefficient, specific to each profile, which reflects the variation in consumption linked to a variation in temperature.

The initial profile is therefore multiplied by a coefficient reflecting the impact of weather conditions on consumption. This coefficient is written as CM; it is defined for each Week and each time interval in the day.

The detailed methods for calculating the temperatures used and the coefficient CM are described in the Appendix to this Chapter.

The coefficient of the Profile including the weather hazard is equal to the product of the coefficient at normal temperature and the coefficient CM:

$$C(S,J,H) = CTN(S,J,H) \times CM(S,J,H,T)$$

Where:

- $CTN(S,J,H)$: the coefficient at normal temperature;
- $CM(S,J,H,T)$: the coefficient reflecting the impact of weather conditions on consumption.

3.R.3.3.1.3.3. Dynamic Profile scaling

Dynamic Profile scaling is the process of applying a coefficient m specific to each sub-Profile of a dynamic Profile to maintain a continuity in the history of applied profile coefficients for the calculation of Estimated Load Curves.

For dynamic Profiles used from the initialization date, the coefficient m is equal to 1 for all sub-Profiles.

For use from a date deferred relative to the initialization date, the coefficient C used in the calculations described in Article 3.R.3.3.1.5 is:

$$C = C_{Dyn} \times m$$

Where:

- C_{Dyn}: the coefficients characterizing, for each time interval, a dynamic profile;
- m: the coefficient specific to each sub-Profile to ensure historical continuity.

3.R.3.3.1.4. Assigning Profiles to Consumption Sites

For Consumption Sites powered at low voltage and with a maximum subscribed power of 36 kVA or less, the profile is assigned based on the measurement structure of the metering device, maximum subscribed power, and Site qualification. The qualification may be “residential” or “professional”, and is declared to the DSO by the Site’s Supplier. For “Professional” Sites, an additional qualification may be assigned: “Public lighting and similar”.

The correspondence between the measurement structure of the metering device, the maximum power subscribed, the qualification and the Profile is described in Appendix 3.AA20.

For Sites with maximum subscribed power of strictly more than 36 kVA, the profile is assigned to a Site based on the delivery voltage and the measurement structure of the metering device installed on the Site.

The correspondence between the delivery voltage, the measurement structure of the metering device and the Profile is described in Appendix 3.AA20.

The assignment of the Profile may be changed in the event of a change of qualification, subscribed power or the measurement structure of the metering device installed on the Site, as provided in the CARD, Metering Data Service and DSO-S contracts.

Where the measurement structure of the Site's metering device does not enable a correspondence with one of the Profiles described in Appendix 3.AA19, the Site may be reconstituted from its Remotely Read Load Curve in accordance with the provisions of the CARD, Metering Data Service or DSO-S contracts, and specified as applicable in the DSO-BRP special conditions.

3.R.3.3.1.5. Calculation of the usage factor of a Site

3.R.3.3.1.5.1. Definition of the usage factor

The usage factor (FU) of a Site to be Profiled reflects the level of use applied to the Profile assigned to the Site, associated with the energy read for this Site.

Over a period p, for a reading R and coefficients C of the Profile assigned to the $Site_s$ period, the energy read over the period is:

$$R = \sum_{p} \frac{1}{n} \times FU \times C$$

Where:

- R: the reading for the period p;
- p: the period associated with the reading R;
- n: the number of time intervals in the flow reconstitution process calculation in the course of one hour ($n = 2$ before date RE_{19}, then $n = 4$ after date RE_{19});
- C: the coefficients of the profile assigned to the Consumption site to be profiled;
- FU: the usage factor, the calculation of which can be derived from the previous equation as shown below:

$$FU = \frac{n \times R}{\sum_p C}$$

This method for calculating the usage factor applies independently to each of the sub-profiles constituting a given Profile.

3.R.3.3.1.5.2. Definition of the default usage factor (FUD)

A default level of use that depends only on the Subscribed Power of the $Site_s$ and the Theta coefficient may be applied, characteristic of the Profile:

$$FUD^{Site}_{Sous-Profil} = PS^{Site}_{Sous-Profil} \times Thêta_{Sous-Profil}$$

- Where: $FUD^{\text{Site}}_{Sous-Profil}$: the default usage factor of a given sub-Profile related to the Site (unit: kW);
- $PS^{\text{Site}}_{Sous-Profile}$: the Subscribed Power of a sub-Profile related to the Site (unit: kVA or kW);

– $\text{Thêta}_{Sous-Profile}$: the coefficient of FUD which is dimensionless if $PS^{\text{Site}}_{Sous-Profile}$ is expressed in kW and which is in kW/kVA if $PS^{\text{Site}}_{Sous-Profile}$ is expressed in kVA.

The Theta coefficient takes into account statistically the increase in consumption within each sub-profile. The Theta coefficients used per sub-Profile are published as described in Article 3.R.3.2.

The methods for calculating and updating the Theta coefficient and the situations for which a FUD may be used are described in Appendix 3.AA25.

3.R.3.3.1.6. Calculating the Estimated Consumption Load Curve for a Balance Responsible Party

This calculation is made according to 2 separate methods: one for calculating Imbalances, and the other for Temporal Reconciliation. The profiles used are static or dynamic, as defined in Article 3.R.3.3.1.6.4.

3.R.3.3.1.6.1. Calculating the Estimated Load Curve for calculating Imbalances before date RE19

Profiling the consumption of a set of Sites over a given period consists of 2 steps: calculating the FU, then multiplying the FU by the sub-Profile.

The readings used for estimating the consumption of Index Sites for the imbalances in week $S$are:

– either the last 2 consecutive readings whose actual reading date is strictly before week $S - X$("$S - X$" method). Measurements taken on and after $S - X$ are ignored, including when they cover week S. If no measurements taken before $S - X$ are available, the FUD is used for the estimate;

– or those which are closest to day J of week S ("overlapping" method) as defined in Article 3.R.3.3.1.6.2

The Week is defined from 00:00:00 on Saturday to 23:59:59 on Friday. X is expressed in number of Weeks; it is equal to either 3 or 8. The DSO specifies in the DSO-BRP special conditions the method of taking into account the readings and, where applicable, the X value it uses.

The "$S - X$" method is applicable until the end date of the application of the simplified provisions for the flow reconstitution process described in Article 3.R.1.13.

The "overlapping" method cannot be used by DSOs implementing these provisions in the particular case where the completing BRP is different from the power loss BRP.

The FU is calculated using the values of the coefficients of the sub-profile measured over the reading period.

By adding the FU values of all Sites with the same sub-profile and the same BRP according to the dates when they are to be applied, we obtain a daily value for aggregated usage factors. This value is multiplied by the coefficients of the corresponding sub-Profile in order to obtain the Load Curve of the BRP for the sub-Profile in question.

The power assigned to the RE_r for all the Sites in the same sub-Profile for a given time interval is therefore:

$$P^{RE_r}(S,J,H,T) = FU^{RE_r}(S,J) \times C(S,J,H)$$

Where:

- $FU^{RE_r}(S,J)$: the usage factor of the RE_r for day J of week S (unit: kW);
- $C(S,J,H)$: the coefficient of the Profile including the weather hazard for hour H, day J and week S (unitless).

The sum of all Load Curves by Sub-Profile of the same Balance Responsible Party RE_r yields the Estimated consumption Load Curve of this BRP.

3.R.3.3.1.6.2. Calculation of the Estimated Load Curve for Temporal Reconciliation before date RE19

Estimated Load Curves for Temporal Reconciliation are based on actual consumption. The readings used to calculate the usage factor should provide the best possible estimate of the actual energy, and are those which best frame each day J of week S. The two readings used for Temporal Reconciliation of day J are:

- the reading immediately earlier, with the later reading date and before or on J 00:00;
- the reading immediately later, with the more recent reading date and after or on $J + 1$ 00:00;

3.R.3.3.1.6.3. Calculation of the Estimated Load Curve for the Imbalances Single workflow from date RE19

Profiling the consumption of a set of Sites over a given period consists of 2 steps: calculating the FU, then multiplying the FU by the sub-Profile.

The readings used for calculating the usage factor for the estimated consumption of Index Sites on day J are:

- the reading immediately earlier, with the later reading date and before or on J 00:00;
- the reading immediately later, with the more recent reading date and after or on $J + 1$ 00:00;

If no measurements taken before J are available, the FUD is used for the estimate.

The FU is calculated using the values of the coefficients of the sub-profile measured over the reading period.

By adding the FU values of all Sites with the same sub-profile and the same Balance Responsible Party RE_r according to the dates when they are to be applied, we obtain a daily value for aggregated usage factors.

This value is multiplied by the coefficients of the corresponding sub-Profile in order to obtain the Load Curve of the BRP for the sub-Profile in question.

The power assigned to the BRP RE_r for all the Sites in the same sub-Profile for a given time interval is therefore:

$$P^{RE_r}(S,J,H,T) = FU^{RE_r}(S,J) \times C(S,J,H)$$

Where:

- $FU^{RE_r}(S,J)$: the usage factor of the RE_r for day J during week S (unit: kW);
- $C(S,J,H)$: the coefficient of the Profile including the weather hazard for hour H, day J and week S (unitless).

The sum of all Load Curves by Sub-Profile on the same BRP RE_r yields the Estimated consumption Load Curve of this BRP.

3.R.3.3.1.6.4. Profiles used for Estimated Load Curves

For the purposes of Articles 3.R.3.3.1.6.1 and 3.R.3.3.1.6.2, static or dynamic profiles are used.

Profiles existing in their dynamic versions are specified in Appendix 3.AA20.3, with their initialization date. When a Profile does not have a dynamic version on the date corresponding to the calculated period, the static Profile is used.

3.R.3.3.1.6.5. Index readings used for Estimated Load Curves

The Index readings used are the daily readings starting on a date specified by the DSO in the DSO-BRP special conditions.

This date is fixed at no later than the closing date for the application of the simplified provisions for the flow reconstitution process described in Article 3.R.1.13, for DSOs implementing these provisions. This date is fixed at 1 July 2023 for the DSO Enedis. It falls between 1 July 2023 and date RE_{19} for the other DSOs.

3.R.3.3.2. Method for calculating the estimated generation Load Curve

The Estimated Generation Load Curve is calculated via a method analogous to the calculation of the Estimated Consumption Load Curve.

Profiles are assigned depending on the nature of generation. They each comprise a single sub-Profile.

Static generation profiles may be impacted by the weather hazard and by the inclusion as applicable of pseudo-radiation as described in Appendix 3.AA21;

The power threshold below which the generation of the Sites can be calculated by Profiling is 37 kVA.

The DSO may reduce these thresholds and profile only Sites not equipped with a Remote Load Curve meter. The DSO describes how these thresholds operate in the DSO-BRP special conditions.

3.R.3.3.3. Method for calculating the DSO's power loss Load Curve

The power losses of a System Operator comprise:

- Technical losses: the process of routing energy itself consumes energy. This mainly consists of heat dissipation by conductors and transformers.
- Non-technical losses: a proportion of the energy actually consumed by an end user is not attributable to the latter because it is not recorded (fraud, metering errors etc.).

The DSO specifies, in the special conditions of the DSO-BRP Contract, the method it uses to estimate the Load Curve of its power losses, and in particular the date, defined in Article 3.R.3.3.1.6.5, from which it determines its daily power losses by the difference between injection and extraction at the level of its system.

3.R.3.4. Changes to the Profiling method

Changes to Profiles and to Profiling methods are subject to the approval of the Profiling Governance Committee. Accordingly, requests filed by the BRP or the DSO for changes addressing:

- the data concerning the Profiles described in Article 3.R.3.2 and the methods for determining them;
- the methods for determining temperature smoothing and pseudo-radiation as described in Article 3.R.3.2;
- the methods, described in Articles 3.R.3.3.1 and 3.R.3.3.2, used for calculating the Estimated Consumption Load Curve and the Estimated Generation Load Curve assigned to the BRP for the calculation of Imbalances and Temporal Reconciliation;

are submitted to the Profiling Governance Committee.

3.S. Transitional provisions

Not applicable.

3.A Annexes

3.A1. APPLICATION FORM FOR THE ACQUISITION OF BRP STATUS

Send this application to your RTE correspondent

Description of applicant:

Company name:

Object of the company:

Registered office:

Registration number in the Trade and Companies Register of **[place]**:

Intra-community VAT number:

Name and function of legal representatives:

EIC code:

Declaration by the applicant:

The company **[full name]** hereby declares that it is not currently the object of bankruptcy, receivership or winding-up proceedings, and that it is not in a situation of receivership or other similar situation resulting from proceedings of the same nature (bankruptcy, receivership or winding-up order) existing in national legislation or regulations applicable to it. More generally, the company declares that it holds all the authorizations it needs to continue operating.

It is approaching RTE with a view to acquiring BRP status.

To this end, I declare that I have duly completed the customer questionnaire (Appendix 3.A2) on the RTE Website. Please find attached the following documents enabling RTE to draw up the Participation Agreement (Appendix 3.A3):

- First-call bank guarantee duly completed using the form provided in the General Provisions;
- Delegation of authority and/or power of signature of company representatives;
- Examples of the signatures of the various representatives of the company;
- A copy, less than 3 months old, of the entries concerning the applicant made in the trade and companies register or equivalent record for companies located outside France and for operators not included in the aforementioned register, as required under Article 3.D.1;
- The income statements and balance sheets for the three financial years preceding the application, or any equivalent documents; in the case of a new company, any document proving the applicant's financial capabilities, in accordance with Article 3.D.1;

– List of information necessary[1] for the implementation of a Participation Agreement for Balance Responsible Party;

Desired date of entry into force of the Participation Agreement as BRP: **[date]**

Signed in **[place]**, on **[date]**

Name: In his/her capacity as:

Signature:

1 The list of information necessary for RTE to draw up the Participation Agreement(s) is available on the RTE Website, or can be sent by RTE on request.

3.A2. CUSTOMER QUESTIONNAIRE

This questionnaire is intended to verify the reliability of the applicant.

The BRP has the right to access and rectify personal data transmitted in the reply to this questionnaire. To do so, the BRP should contact its “general correspondent", whose contact details can be found in its Participation Agreement.

1. General information		
1.1	Company name	
1.2	Address of registered office	
1.3	Address of operational activities	(If different from previous)
1.4	EAN code / intra-community VAT number:	
1.5	Names of legal representatives	Provide a full list of senior executives or members of the board of directors, specifying for each their name as given on their passport, date of birth and nationality
1.6	Telephone (switchboard)	
1.7	Contact details for the questionnaire signatory	Indicate the telephone no. and e-mail address of the questionnaire signatory
1.8	Website	
1.9	Company status	

1.10	Date created	
1.11	Registration number of the company and place of registration	
1.12	Object of the company declared in its articles of association	
1.13	Employees	Indicate the number of employees: Is part of your salaried workforce employed by another company? If yes, please indicate the number of salaried employees concerned, and the company(ies) concerned (name, country of registration, VAT number, object).
2. Finance & legal		
2.1	What long-term financial rating has the company obtained from an international rating agency?	
2.2	Over the last three years: Total balance sheet, turnover, equity, liabilities, assets, debts	

2.3	Who are the main shareholders?	Provide a list of shareholders who directly or indirectly hold more than 10% of the shares in the company (companies, natural persons). Specify: for companies: name of company, country of registration, VAT number, object for natural persons: name on passport, date of birth, nationality
2.4	Information on changes to the shareholder and equity structure over the last 3 years	
2.5	Mandatory certification of the accounts according to the legislation in force	☐no ☐yes
2.6	Company responsible for certification of accounts	Provide the name and contact details of the certification body
2.7	Name and domicile of the BRP's bank	
2.8	Collective proceedings	Is the company, or has it ever been, the object of ad hoc conciliation, bankruptcy protection, receivership or liquidation proceedings? If so, please specify:
2.9	Internal risk management	Does the company have an internal risk management policy? ☐yes If affirmative, specify if possible the areas addressed by such a policy below (internal policy on money laundering, market abuse, know your customer, code of conduct, anti-corruption): ---------- ☐no

3. ACTIVITIES		
3.1	Main activities of the company	☐ Financial or insurance ☐ Industrial ☐ Commercial and trading ☐ Local government or public body ☐ Energy consumer ☐ Energy supplier (end customers) ☐ Other (specify): …
3.2	Detailed description of activities	
3.3	Experience of the company or its management on the electricity market	Years of experience: Provide a detailed description of the experience:
3.4	How is the company organised?	Describe the structures dedicated to market activity (organization, number of persons etc.)
3.5	Is it a member of one or more professional associations?	☐no ☐yes If so, please specify:

3.6	Description of activity in the French market	Supply: ☐already active ☐planned ☐not planned Power exchange: ☐planned ☐not planned Over the counter (OTC): ☐planned ☐not planned Interconnections: ☐planned ☐not planned If yes, specify on which borders Other: please specify…
3.7	Is it active in other European energy, commodity or financial markets?	☐no ☐yes If yes, please specify which ones and in which countries:
3.8	Does it hold another BRP contract (in another country)?	☐no ☐yes If affirmative, specify with which TSO or market participant responsible for network flows
3.9	Is it active on foreign exchanges?	☐no ☐yes If affirmative, please specify which exchange(s), in which countries and since when:
3.10	Description of customer base, if possible provide names	
3.11	Description of the different types of generation assets held by the company	

4. MOTIVES

4.1	Reasons why the company wishes to access the French electricity market	
4.2	Estimate of overall activity in the French power market	Provide an estimate of Mean Consumption Power

I declare that all the answers provided in this questionnaire are truthful and that none of the required information has been omitted.

I undertake to update the answers provided in this questionnaire in accordance with Article 3.D.1.4.

I agree to answer further questions RTE may pose at a later date.

Done at **[place]**

On **[date]**

Name and signature of the company's legal representative(*):

(*): Provide evidence of the powers of representation of the company (e.g. Kbis extract) and a copy of an official document identifying the company's legal representative (e.g. passport, national identity card etc.).

3.A3. PARTICIPATION AGREEMENT FOR BALANCE RESPONSIBLE PARTY

No. RE_AAMM_XXXX

BETWEEN

XXXXX [full name], company **[legal form]**, with share capital of **[amount of share capital]** euros, with its registered office located at **[full address]**, registered on the Trade and Companies Register of **[place]** under number **[SIRET no.]** with Intra-community VAT number **[intra-community VAT no.]**, and with EIC code **[EIC code]**, represented by **[Ms/Mr] [name and position of signatory]**, duly authorized for this purpose,

hereinafter designated “Participant”,

OF THE FIRST PART,

AND

RTE Réseau de Transport d'Électricité, a limited company governed by supervisory board and executive board, with capital of 2,132,285,690 euros, registered in the Trade and Business Register of Nanterre under number 444 619 258, with registered office at Immeuble WINDOW - 7C, Place du Dôme 92073 Paris la Défense Cedex, represented by [**Ms/Mr] [full name]**, Commercial Director, duly authorized 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:

3.A3.1. Purpose

By signing this Participation Agreement, the Participant declares that it acquires the status of Balance Responsible Party.

The Participant declares that it is fully cognizant of the Terms and Conditions, General Provisions and Special Provisions described in Chapter 3, which are freely available for consultation on the RTE website.

It declares its acceptance of them and undertakes to comply with them.

3.A3.2. Provision of Bank Guarantee

The BRP shall provide RTE with a Bank Guarantee in accordance with the provisions of Article 3.O.

3.A3.3. Contractual documents binding the Parties

The contractual documents binding the Parties are as follows:

- this Participation Agreement;
- the General Provisions of the Rules;
- the Special Provisions of Chapter 3 of the Rules;
- the IS Terms and Conditions.

These documents constitute the full extent of the agreement between the Parties with respect to the Balance Responsible Party system. They cancel and replace any previous letters, proposals, bids and agreements concerning the same subject.

The contractual documents listed above are classed below in decreasing order of precedence:

- the Participation Agreement;
- the attachments to the Participation Agreement to be provided by the Participant;
- the Special Provisions of Chapter 3 of the Rules;
- Provisions specific to other Chapters of the Rules to which Chapter 3 refers;
- the General Provisions of the Rules.

3.A3.4. Payment procedure

The BRP opts for:

- ☐ direct debit. It shall send a completed and signed SEPA Direct Debit mandate to RTE using the form provided in the General Provisions.
- ☐ payment by bank transfer.

3.A3.5. Bank details

3.A3.5.1. Bank account details of the BRP

3.A3.5.2. Bank account details of RTE Réseau de Transport d'Electricité:

Société Générale

BIC-SWIFT ADDRESS: SOGEFRPP

Payment account:	
IBAN	FR76 3000 3041 7000 0201 2254 973
Collection account:	
IBAN	FR76 3000 3041 7000 0201 2254 973

3.A3.6. Communication

Notifications served by one Party to the other under the terms of the present Participation Agreement must be addressed to the correspondents designated below:

The BRP undertakes to inform RTE of all changes to the correspondents listed below until all invoices issued by RTE in relation to the performance of this contract have been paid.

For the BRP:

For the attention of

Address:

Telephone:

Fax:

Email:

For RTE:

For the attention of

Address:

Telephone:

Fax:

Email:

3.A3.6.1. BRP technical correspondents

Billing correspondent:

Contact person	
Postal address for invoices	
Telephone number	
Fax	
Email	

Perimeter changes correspondent:

Contact person	
Address	
Telephone number	
Fax	
Email	

Metering data correspondent:

Contact person	
Address	
Telephone number	
Fax	
Email	

Correspondent for Block Exchange Scheduling on D-1:

Contact person	
Address	

Telephone number	
Fax	
Email	

Intraday Block Exchange Scheduling correspondent:

Contact person	
Address	
Telephone number	
Fax	
Email	

Block Exchange Scheduling outside Business Hours/Days correspondent:

Contact person	
Address	
Telephone number	
Fax	
Email	

*Specify which of the above is the authorized correspondent for the Customer Services Portal.

3.A3.6.2. RTE technical correspondents

General correspondent:

Contact persons	
Address	
Telephone number	
Fax	
Email	

Perimeter changes correspondent:

Contact persons	
Address	
Telephone number	
Fax	
Email	

Correspondent for disputes concerning invoices or credit notes:

Contact persons	
Address	
Telephone number	
Fax	
Email	

Correspondent for Block Exchange Scheduling on D-1:

Contact persons	
Telephone number	
Email	

Intraday Block Exchange Scheduling correspondent:

Contact persons	
Telephone number	
Email	

3.A3.7. Entry into force, duration and termination of the Participation Agreement

The present Participation Agreement takes effect on **[date]**

It is valid for an indefinite period.

It may only be terminated under the conditions specified in Article 3.D.3.

Signed in two original copies,

For RTE	**For the BRP**
Name and position of representative:	Name and position of representative:
At **[place]**	At **[place]**
On **[date]**	On **[date]**
Signature:	Signature:

3.A4. DECLARATION OF THE BALANCE PERIMETER ON THE PTS

BALANCE PERIMETER OF [FULL NAME]

under a Participation Agreement with the status of BRP

[No. BRP_YYMM_XXXX]

– Consumption Sites covered by a CART or a Metering Data Service Contract with RTE:

Name of the Site	Date attached to the Balance Perimeter

– Injection Sites covered by a CART or a Metering Data Service Contract with RTE or Generation Facilities covered by a Metering Data Service Contract with RTE:

Name of the Site/Generation Facility	Date attached to the Balance Perimeter

– Generation Units belonging to an Injection Site holding a CART or a Metering Data Service Contract with RTE, or to a Generation Facility covered by a Metering Data Service Contract with RTE:

Name of GU	Date attached to the Balance Perimeter

– Auxiliaries belonging to an Injection Site holding a CART or a Metering Data Service Contract with RTE, or a Generation Facility covered by a Metering Data Service Contract with RTE:

Name of GU	Date attached to the Balance Perimeter

– Grid loss compensation agreements:

Agreement	Date attached to the Balance Perimeter

- Activity on the short-term electricity market of the reference exchange on the French electricity market: YES ☐ NO ☐

– Activity on the futures electricity market of the reference exchange on the French electricity market: YES ☐ NO ☐

- Injections or Extractions under ARENH (regulated access to historic nuclear energy) Rights: YES ☐ NO ☐

– Transactions under Participation Agreement(s) for Exports and Imports:

Name of holder	Transaction number	Date attached to the Balance Perimeter

– BRP Blocks-PTS Sites Exchange Notifications:

Sites	Date attached to the Balance Perimeter

– Retained Load Reduction Schedules, Achieved Load Reduction Time Series, Retained Shifted Load Schedules and Achieved Shifted Load Time Series from attached Demand Response Aggregators:

Name of the Demand Response Aggregator	Date attached to the Balance Perimeter

Done at **[place]**, **[date],**

Name:

In his/her capacity as:

Signature:

3.A5. AGREEMENT FOR ATTACHMENT OF AN INJECTION OR CONSUMPTION ELEMENT TO THE PERIMETER OF A BALANCE RESPONSIBLE PARTY

BETWEEN

XXXXX [*insert full name of Balance Responsible Party*], a [***insert form***] company with capital of _____ euros, with registered office at [***insert full address***], registered in the Trade and Companies Register of ***[insert city]*** under number ***[SIRET No.]***, with EIC code ***[insert EIC Code],***

in its capacity as Balance Responsible Party, holder of Participation Agreement No. ***[insert number]*** made with RTE on ***[date]***,

represented by **[Ms/Mr.]** ***[inserts the name and function of the signatory],*** duly empowered for this purpose,

OF THE FIRST PART,

AND

YYYYY ***[insert full name]***, a ***[insert form]*** company with capital of ***[insert amount]*** euros, with registered office at ***[insert full address]***, registered in the Trade and Companies Register of ***[insert city]*** under number ***[SIRET No]***,

in its capacity as Market Participant,

represented by [Ms/Mr.] *[insert name and function of the signatory]*, duly empowered 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:

1. [Tick as appropriate]

Physical elements:

- ☐ the Injection Site or Generation Facility, or the Generation Unit(s) belonging to the Injection Site or to the Generation Facility in cases where the Market Participant has opted for the procedure set out in Article 3.F.3.5 ***[insert name, address and [2]code décompte]***
    - for which YYYYY holds a CART no. ***[insert number]*** with RTE dated ***[date]***
    - connected to the lead customer ***[indicate CART holder]*** and for which YYYYY holds a Metering Data Service Contract no. ***[insert number]*** with RTE dated ***[date]***
- ☐ the Consumption site, or the Auxiliaries belonging to the Injection Site or Generation Facility in cases where the Market Participant has opted for the procedure laid down in Article 3.F.3.5 ***[insert name, address and code décompte]***

[2] The User can obtain this “code décompte” (or site code) either from its personal customer space or from its usual RTE correspondent. The code décompte usually consists of 6 digits, and starts 5XXXXX. Older codes may consist of 4 digits, or of a string of letters and digits up to 10 characters long.

- for which **YYYYY** holds a CART no. ***[insert number]*** with RTE dated ***[date]***
- connected to the lead customer ***[indicate CART holder]*** and for which YYYYY holds a Metering Data Service Contract no. ***[insert number]*** with RTE dated ***[date]***

Declarative elements:

- ☐ the Transaction ***[insert transaction number]*** under the Agreement to Participate in the Rules for Access to the FPTS for Exports and Imports no. ***[insert number AI_AAMM_XXXX]*** between **YYYYY** and RTE, dated ***[date]***
- ☐ the Grid Loss Compensation Agreement ***[indicate agreement]*** between **YYYY** and RTE, dated ***[date]***
- ☐ the Retained Load Reduction Schedules, Achieved Load Reduction Time Series, Retained Shifted Load Schedules and Achieved Shifted Load Time Series from Remotely Read, Profiled, and Corrected Remotely-Read DREs on the Load Reduction Perimeter of the Demand Response Aggregator **YYYY**, holder of a Participation Agreement as Demand Response Aggregator no. ***[insert number]*** between **YYYYY** and RTE, dated ***[date]***
- ☐ Imbalance at Borders ***[insert the NID CART contract number];***

Is/are to be attached to the Balance Perimeter of **XXXXX**.

2. The effective date of attachment is the effective date resulting from the application of Articles 3.F.2.2 and 3.F.3.1, i.e. ***[date]***.

3. The schematic of the Sites and the classification of the Metering Data, as well as the Energy Metering formulae for the Balance Responsible Party (appended to the CART or the Metering Data Service Contract signed with RTE), must be sent by the Site to the Balance Responsible Party. Requests to update these elements should first be sent by the Site to its Balance Responsible Party, including within the context of a subscription, modification or termination of a Metering Data Service Contract.

4. **[if YYYYY is holder of a CART] YYYYY** undertakes to inform **XXXXX** of the existence of any Metering Data Service Contract involving the Site to which this attachment agreement relates. **XXXXX** recognizes that the lack of attachment to a Balance Perimeter of a metered Site or Generation Facility involves the termination of the Metering Data Service Contract and the attachment of the flows of the Site or Generation Facility that were initially assigned to its Balance Perimeter. In the event a Site or of a Generation Facility is not attached to a Balance Perimeter, **YYYY** undertakes to inform **XXXXX**.

5. **YYYYY** authorizes **XXXXX** to access:

- Raw Metering Data and Validated Metering Data from the Injection Site or Generation Facility, or the aforementioned Auxiliary(ies);
- Physical Data (raw and validated) from the Injection Site or Generation Facility, or the aforementioned Auxiliary(ies);
- Adjusted Site Consumption, for Consumption Sites.
- volumes resulting from PTS Network Flexibility activations supplied by the Injection Site

[As applicable for Sites holding a Metering Data Service Contract connected to their indoor facilities] **YYYY** declares that it has obtained prior authorization from Sites holding Metering Data Service Contracts connected to its indoor facilities allowing it to grant **XXXXX** access to the Metering Data of the Metering Facilities of the aforementioned Sites. **YYYYY** acknowledges that it remains solely responsible for the consequences of the transmission of Metering Data to third parties and declares that this transmission respects the principles of competition law. In addition, in the event of a new Site entering into a Metering Data Service Contract or the assignment by one of the aforementioned Sites of its CART or its Metering Data Service Contract subsequent to the signature of this Appendix, **YYYYY** undertakes to notify RTE if it does not obtain the consent of the new holder or the assignee to the transmission of Metering Data to **XXXXX** so that RTE can cease the transmission of such data to **XXXXXXX**.

Access to this data is via the RTE Services Portal, if the Metering Device's communication interface is IP-based.

For meters which have not yet switched to IP technology: RTE issues **XXXXX** with access codes for remote meter reading, effectively enabling it to access the Raw Metering Data of the aforementioned Sites. **YYYYY** acknowledges and accepts that the access codes to the Raw Metering Data of the aforementioned Sites will be modified as of the effective date of this Attachment Agreement to ensure the confidentiality of the Metering Data of **YYYY**.

6. **XXXXX** acknowledges that the Injection Site, Generation Unit or Consumption Site may participate in the Balancing Mechanism in accordance with Chapter 2 of the Rules, and/or System Services in accordance with Chapter 4 of the Rules, and/or load reduction operations on the energy market in accordance with the NEBEF Rules, and/or a PTSNetwork Flexibilities service. In this case, the imbalance of **XXXXX** may be modified in accordance with Chapter 3 of the Rules.

The present attachment agreement is valid for an indefinite period.

It may be terminated at any time by either Party, in accordance with the conditions and procedures laid down in Article 3.F.3.

Signed in 2 original copies,

For XXXXX	**For YYYYY**
At **[place]**	At **[place]**
On **[date]**	On **[date]**
Name and position of representative:	Name and position of representative:
Signature:	Signature:

3.A6. AGREEMENT FOR ATTACHMENT OF AN INJECTION OR CONSUMPTION ELEMENT TO THE PERIMETER OF A BALANCE RESPONSIBLE PARTY (ELECTRONIC FORMAT)

BETWEEN

The company ***[company name]*** with Energy Identification Code (EIC) ***[EIC]***,

in its capacity as a Balance Responsible Party, represented by ***[full name of signatory]*** (***[E-mail of signatory]***), duly authorized for this purpose,

OF THE FIRST PART,

AND

The company ***[company name]*** with Energy Identification Code (EIC) ***[EIC]***,

in its capacity as a Market Participant, represented by ***[full name of signatory]*** (***[E-mail of signatory]***), duly authorized 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:

In this Agreement, all words or expressions used with capitalized first letters have the meanings given to them below or in the General Provisions of the Terms and Conditions.

1. The Balance Perimeter with EIC ***[EIC of the Balance Perimeter]*** of ***[BRP company name]*** consists in particular of the following elements:

☐ The Injection Site, Generation Facility, or Generation Unit(s) belonging to the Injection Site or Generation Facility ***[Site[3] metering code] [Site name] [Site address]***

☐ Auxiliaries (in the case where the Market Participant has opted for the procedure described in Article 3.F.3.5[4]) ***[metering code]*** belonging to the Injection Site or Generation Facility ***[Site name] [Site address]***

☐ Consumption site ***[Site metering code] [Site name] [Site address]***

☐ the Transaction ***[transaction no.]*** pursuant to the Participation Agreement in the Rules for Access to the FPTS for Exports and Imports No. ***[Participation Agreement]*** signed between ***[company name of transaction signatory]*** and RTE on ***[Participation Agreement signature date]***

☐ the Grid Loss Compensation Agreement ***[Agreement]*** signed between ***[company name of power loss purchaser]*** and RTE, on ***[contract signature date]***

[3] The market participant may contact its usual RTE correspondent for information on this code.

[4] In the event the market participant wishes to opt for the procedure described in Article 3.F.3.5, but the Auxiliaries and the Generation Unit(s) belonging to the Injection Site or the Generation Facility cannot be distinguished by different metering codes, users should contact their usual RTE correspondent

- ☐ the Retained Load Reduction Schedules, Achieved Load Reduction Time Series, Retained Shifted Load Schedules and Achieved Shifted Load Time Series from the Remotely Read, Profiled and Corrected Remotely Read DREs on the Load Reduction Perimeter of the Demand Response Aggregator ***[company name of Demand Response Aggregator]***, holder of a Participation Agreement as Demand Response Aggregator no. ***[Participation Agreement]*** signed with RTE on ***[Participation Agreement signature date]***
- ☐ Imbalance at Borders ***[signature date and CART NID references]***.

If the Balance Perimeter includes a Generation Unit, the Balance Perimeter of ***[BRP company name]*** is subject to modification by RTE under the conditions set out in Article 3.F.3.5.

2. The effective date of attachment is the effective date resulting from the application of Articles 3.F.2.2 and 3.F.3.1, i.e. ***[effective date]***.

3. The schematic of the Sites and the classification of the Metering Facilities, as well as the Energy Metering formulae for the Balance Responsible Party (appended to the CART or the Metering Data Service Contract signed with RTE), must be sent by the Site to the Balance Responsible Party. Requests to update these elements should first be sent by the Site to its Balance Responsible Party, including within the context of a subscription, modification or termination of a Metering Data Service Contract.

4. ***[Site name]*** undertakes to inform ***[BRP name]*** of the signing of Metering Data Service Contracts covering the Site that is the object of this attachment agreement. ***[BRP name]*** recognizes that the lack of attachment to a Balance Perimeter of a metered Site or Generation Facility involves termination of the Metering Data Service Contract and the reassignment of the Site or Generation Facility's flows that were initially metered at its Balance Perimeter. In the event a Site or a Generation Facility is not attached to a Balance Perimeter, ***[Site name]*** undertakes to inform ***[BRP name]***.

5. ***[BRP name]*** acknowledges that the Injection Site, Generation Unit or Consumption Site may participate in the Balancing Mechanism in accordance with Chapter 2 of the Rules, and/or System Services in accordance with Chapter 4 of the Rules. In this case, the Imbalance of ***[BRP name]*** may need to be modified in accordance with Chapter 3 of the Rules.

6. ***[BRP name]*** and ***[Site name]*** agree that RTE shall transmit to ***[BRP name]***:

– Injections at 10-minute intervals by Injection Sites, Generation Facilities or GUs belonging to the Injection Site or Generation Facility of ***[Site name]*** holding a CART or a Metering Data Service Contract with RTE as applicable;

– Adjusted Consumption at 10-minute intervals by Consumption Sites or Auxiliaries of ***[Site name]*** holding a CART or a Metering Data Service Contract with RTE as applicable.

The transmission of the Metering Data (Raw Metering Data and/or Validated Metering Data) and the Physical Data (raw and/or validated) to the Balance Responsible Party requires authorization from ***[Site name]*** via the customer service portal.

☐ ***[Site name]*** acknowledges and accepts that the access codes to the Raw Metering Data of the Sites mentioned above (for remote reading) may be changed on the effective date of this Attachment Agreement to ensure the confidentiality of the Metering Data of ***[Site name]***.

For a site with a Transmission System Access Contract (CART) and with no Site holding a Metering Data Service Contract connected to its indoor installations:

☐ ***[Site Name]*** authorizes RTE to transmit these access codes (for remote reading) to ***[RE Name]***. ***[Site Name]*** acknowledges that it remains solely responsible for the use and transmission by itself or, where applicable, by third parties designated by it, of the Raw Metering Data. This data is used and disseminated under the responsibility of ***[Site name]***, which is solely responsible for any damage of any kind, direct or indirect, suffered by itself or caused to a third party and occurring as a result of or in connection with the use or transmission of the Raw Metering Data. ***[Company Name Site]*** undertakes that all Raw Metering Data shall be used and transmitted in compliance with the principles of competition law. Furthermore, in the case of a new Site holding a Metering Data Service Contract and connected to the internal facilities of ***[Site name]*** after the signing of this Appendix, ***[Site name]*** undertakes to notify RTE if it does not obtain the agreement of the new contractor for the transmission of the Raw Metering Data to ***[BRP name]*** so that RTE can modify the access codes (for remote reading) of the aforementioned data.

For a Site with one or several Site(s) holding a Metering Data Service Contract and connected to its indoor installations:

☐ ***[Site Name]*** authorizes RTE to transmit these access codes (for remote reading) to ***[BRP Name]***. ***[Site Name]*** declares that it has obtained prior authorisation from Sites under Metering Data Service Contract connected to its internal installations allowing it to authorise ***[BRP Name]*** to access the Raw Metering Data of the Metering Installations of the above Sites. ***[Site Name]*** acknowledges that it is solely responsible for the use and transmission by itself or, where appropriate, by its designated third parties, of Raw Metering Data. This data is used and disseminated under the responsibility of ***[Site name]***, which is solely responsible for any damage of any kind, direct or indirect, suffered by itself or caused to a third party and occurring as a result of or in connection with the use or transmission of the Raw Metering Data. ***[Site name]*** undertakes that all Raw Metering Data shall be used and transmitted in compliance with the principles of competition law. In addition, in the event of a new Site entering into a Metering Data Service Contract or of the termination by one of the aforementioned Sites of its CART contract or its Metering Data Service Contract subsequent to the signing of this Appendix, ***[Site name]*** undertakes to notify RTE if it does not obtain the agreement of the new contractor or the assignee for the transmission of the Raw Metering Data to ***[BRP name]*** so that RTE can modify the access codes (for remote reading) of the aforementioned data.

The present attachment agreement is valid for an indefinite period.

It may be terminated at any time by either Party, in accordance with the conditions and procedures laid down in Article 3.F.3.

For ***[Site name]***

On ***[date]***

[First name and surname]

For ***[BRP name]***

On ***[date]***

[First name and surname]

3.A7. FORM FOR REMOVAL OF AN ELEMENT BY THE BALANCE RESPONSIBLE PARTY

I, the undersigned ***[insert person's full name]***,

Duly authorized representative of the ***[insert legal form of Balance Responsible Party]*** company **XXXXX** with capital of ***[insert amount]*** *euros, with registered office at* ***[insert full address]***, registered in the Trade and Companies Register of ***[insert city]*** under number ***[SIRET number]***, with EIC code ***[EIC code]***

in its capacity as Balance Responsible Party, holder of Participation Agreement no. ***[insert number RE_AAMM-XXX]*** made with RTE on ***[date]***,

Notify RTE, in accordance with the provisions of Article 3.F.3.3, that:

[Tick as appropriate]

Physical elements:

- ☐ the Injection Site or Generation Facility, or the Generation Unit(s) belonging to the Injection Site or to the Generation Facility in cases where the Market Participant has opted for the procedure set out in Article 3.F.3.5 ***[insert name, address and [5]code décompte]***
    - for which YYYYY holds a CART no. ***[insert number]*** with RTE dated ***[date]***
    - connected to the lead customer ***[insert name of CART holder]*** and for which YYYYY holds a Metering Data Service Contract no. ***[insert number]*** with RTE signed on ***[date]***
- ☐ the Consumption site, or the Auxiliaries belonging to the Injection Site or Generation Facility in cases where the Market Participant has opted for the procedure laid down in Article 3.F.3.5, of ***[insert name, address and code décompte]***
    - for which **YYYYY** holds a CART no. ***[insert number]*** with RTE dated ***[date]***
    - connected to the lead customer ***[indicate CART holder]*** and for which **YYYYY** holds a Metering Data Service Contract no. ***[insert number]*** with RTE dated ***[date]***

Declarative elements:

- ☐ the Transaction ***[insert transaction number]*** under the Agreement to Participate in the Rules for Access to the FPTS for Exports and Imports no. ***[insert number AI_AAMM_XXXX]*** between **YYYYY** and RTE, dated ***[date]***
- ☐ the Grid Loss Compensation Agreement ***[indicate agreement]*** between **YYYY** and RTE, dated ***[date]***
- ☐ the Retained Load Reduction Schedules, Achieved Load Reduction Time Series, Retained Shifted Load Schedules, Achieved Shifted Load Time Series from the Remotely Read, Profiled and Corrected Remotely Read DREs on the Load Reduction Perimeter of the Demand Response Aggregator **YYYY**, holder of a Participation Agreement as Demand Response Aggregator no. ***[insert number]*** between **YYYY** and RTE, dated **[date]**

[5] The User can obtain this "code décompte" (or site code) either from its personal customer space or from its usual RTE correspondent. The code décompte usually consists of 6 digits, and starts 5XXXXX. Older codes may consist of 4 digits, or of a string of letters and digits up to 10 characters long.

- ☐ the Imbalance at Borders ***[insert CART NID contract number]***

will no longer be attached to the Balance Perimeter of **XXXXX**.

The effective date of exclusion from the Balance Perimeter is the date resulting from the application of the provisions of Article 3.F.3.3, i.e. **[date]**.

Signed in **[location]**, on **[date]**

For **XXXXX**

Name:

Signature:

3.A8. FORM FOR REMOVAL OF AN ELEMENT BY THE BALANCE RESPONSIBLE PARTY (ELECTRONIC FORMAT)

I the undersigned ***[full name of signatory]*** (***[e-mail of signatory]***),

Duly authorized representative of the company ***[company name]*** whose Energy Identification Code (EIC) is ***[EIC],*** in its capacity as Balance Responsible Party,

Notify RTE, in accordance with the provisions of Article 3.F.3.3, that:

[Tick as appropriate]

- ☐ The Injection Site, Generation Facility, or Generation Unit(s) belonging to the Injection Site or Generation Facility ***[Site[6] metering code] [Site name] [Site address]***
- ☐ Auxiliaries (in the case where the Market Participant has opted for the procedure described in Article 3.F.3.5) ***[metering code]*** belonging to the Injection Site or Generation Facility ***[Site name] [Site address]***
- ☐ Consumption site ***[Site metering code] [Site name] [Site address]***
- ☐ the Transaction ***[transaction no.]*** pursuant to the Participation Agreement in the Rules for Access to the FPTS for Exports and Imports No. ***[Participation Agreement]*** signed between ***[company name of transaction signatory]*** and RTE on ***[Participation Agreement signature date]***
- ☐ the Grid Loss Compensation Agreement ***[Agreement]*** signed between ***[company name of power loss purchaser]*** and RTE, on ***[contract signature date]***
- ☐ the Retained Load Reduction Schedules, Achieved Load Reduction Time Series, Retained Shifted Load Schedules and Achieved Shifted Load Time Series from the Remotely Read, Profiled and Corrected Remotely Read DREs on the Load Reduction Perimeter of the Demand Response Aggregator ***[company name of Demand Response Aggregator]***, holder of a Participation Agreement as Demand Response Aggregator no. ***[Participation Agreement]*** signed with RTE on ***[Participation Agreement signature date]***
- ☐ The Imbalance at Borders ***[CART NID Contract]***

will no longer be attached to the Balance Perimeter with EIC ***[EIC of the Perimeter]*** of ***[BRP name]***.

The effective date of exclusion from the Balance Perimeter is the date resulting from the application of the provisions of Article 3.F.3.3, i.e. ***[effective date]***.

On ***[date]***

[First name and surname]

[6] The market participant may contact its usual RTE correspondent for information on this code.

3.A9. DECLARATION FORM RELATING TO NOMINATIONS BY A BRP ON BEHALF OF A COMPANY

I, the undersigned **[full name and function of the signatory]**,

duly authorized representative of the company **[full name]**, a **[corporate form]** company with a capital of **[amount of capital]** euros, with registered office at **[full address]**, registered in the Trade and Companies Register of **[city]** under the number **[SIRET number]**, with intra-Community VAT number **[intra-Community VAT number**, and EIC **[EIC]**,

in its capacity as BRP, holder of a Participation Agreement **[insert no. RE_YYMM_XXXX]** signed with RTE on **[date]**,

Notify RTE, in accordance with Article 3.I.8, that it

[Tick as appropriate]

- ☐ Will nominate volumes of:

  [Check as appropriate]

  - Import Transactions and/or Export Transactions
  - Block Exchange Programs

- ☐ Will cease to nominate volumes of:

  [Check as appropriate]

  - Import Transactions and/or Export Transactions
  - Block Exchange Programs

on behalf of the company **[full name]**, a **[corporate form]** company with capital of **[amount of capital]** euros, with registered office at **[full address]**, registered in the Trade and Companies Register of **[city]** under the number **[SIRET No]**, with intra-Community VAT number **[intra-Community VAT No]** from **[date]**.

Additional information on the company on whose behalf the BRP can make nominations	
EAN code / intra-community VAT number:	
Telephone (switchboard)	
Website	
Date of creation and place of registration if the company is not registered in France	If the company is not registered in France, indicate the country, place and registration number of the company.
Corporate object of the company	
Number of employees	
Capital	
Total company balance sheet	
Who are the main shareholders?	Please provide a list of shareholders who directly or indirectly hold more than 10% of the company (companies, individual shareholders)
Information on changes to the shareholder and equity structure over the last three years:	
Mandatory certification of the accounts according to the legislation in force	☐yes ☐no
Company responsible for certification of accounts	Provide the name and contact details of the certification body

Name and address of the company's bank	
Detailed description of activities	
Experience in the electricity markets?	Number of years: Provide a detailed description of the experience:
Is it active in other energy, commodity or financial markets?	☐no ☐yes If yes, specify which, and in which countries:
Is it active on foreign exchanges?	☐no ☐yes If yes, specify which and since when:

Signed in **[location]**, on **[date]**

For **XXXXX**:

Name and position of representative:

Signature:

3.A10. CASH DEPOSIT CONTRACT EQUIVALENT TO PLACEMENT OF COLLATERAL

No. RE_AAMM_XXXX

BETWEEN

[full name], company **[corporate form]**, with capital of EUR **[amount of capital]**, with registered office at **[full address]**, registered in the Trade and Companies Register of **[city]** under the number **[SIRET number]**, with intra-Community VAT number **[intra-Community VAT number]** and with EIC code **[EIC code]**, represented by **[name and function of signatory]**, duly authorized for this purpose,

hereinafter designated “Balance Responsible Party”,

OF THE FIRST PART,

AND

RTE Réseau de Transport d'Électricité, a limited company governed by supervisory board and executive board, with capital of 2,132,285,690 euros, registered in the Trade and Business Register of Nanterre under number 444 619 258, with registered office at Immeuble WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex, represented by [**Ms/Mr] [full name]**, Commercial Director, duly authorized 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:

3.A10.1. Provision of the Cash Deposit

The purpose of this Contract is to organize the provision and the terms of operation of the Cash Deposit that the Balance Responsible Party places with RTE as part of the implementation of Chapter 3 of the Rules, and which constitutes a transfer of a sum of money as collateral subject to articles 2374 et seq. of the French Civil Code.

The Balance Responsible Party remits to RTE the sum of **[insert the amount in writing]** euros (€**[insert the amount in figures]**), to guarantee payment of the sums due by the Balance Responsible Party and corresponding to all or part of its outstanding debt under the implementation of Chapter 3 of the Rules (Participation Agreement no. **[insert number RE_AAMM_XXXX]**), in accordance with the procedures described in Articles 3.O.1, 3.O.6, 3.O.8 and 3.D.2. The purpose of this Contract is to secure all or part of RTE’s claim against the Balance Responsible Party.

[Identify the appropriate case and delete the others]

- *[Case 1: Article 3.O.6.1:* As part of the increase in the amount of the Balance Responsible Party's Financial Guarantee, on its own initiative, the Cash Deposit corresponds to the difference between the amount of the new Financial Guarantee requested by RTE and the amount of the current Financial Guarantee, in accordance with the amounts stated in Article 3.O.1.
- *[Case 2: Articles* 3.O.6.2*(a) and* 3.O.6.2*(e)]:* As part of the increase in the amount of the Balance Responsible Party's Financial Guarantee, subsequent to the exceedance of an authorized outstanding debt being observed by RTE, the Cash Deposit corresponds to the difference between the amount of the new Financial Guarantee requested by RTE and the amount of the current Financial Guarantee, in accordance with the amounts stated in Article 3.O.1.
- *[Case 3: Article* 3.O.6.2*(b)]:* As part of the call of the Financial Guarantee or the observation by RTE, over a Rolling Year, of 2 Payment Incidents lasting longer than 8 days and resulting in the service of a formal notification to pay via registered letter with recorded delivery, the Cash Deposit corresponds to the maximum of the following values:
    - the sum of the invoices issued by RTE for which a Payment Incident has been observed and for which no payment has been made on the date of the formal notification;
    - the higher value between the amount of the Bank Guarantee calculated in accordance with Article 3.O.1 and 100,000 euros, multiplied by the factor (1+NPI/100), where NPI is the Number of Payment Incidents recorded over the Rolling Year, including the current month Maximum Bank Guarantee required during the last 6 months;
    - maximum amount of the Financial Guarantee actually remitted by the BRP during the last 6 months.
- *[Case 4: Article* 3.O.6.2 (f)*]:* Within the context of the increase in the Balance Responsible Party's Bank Guarantee amount subsequent to the absence of a redeclaration of the updated Mean Consumption Power in the event of the designation of a new Balance Responsible Party by a Supplier which entails an increase in the Mean Consumption Power, the Cash Deposit is the difference between the new Bank Guarantee amount requested by RTE and the Bank Guarantee amount in force, in accordance with the amounts specified in Article 3.O.1.
- *[Case 5: Article* 3.D.2*]:* Following suspension of the Balance Responsible Party's Participation Agreement, and in application of Article 3.D.2, the Balance Responsible Party submits this Cash Deposit which corresponds to the difference between the authorized outstanding debt under the new Financial Guarantee requested by RTE and the authorized outstanding debt at the time of suspension, in accordance with the provisions of Article 3.O.1.

The Balance Responsible Party deposits the money, by wire transfer, into the following bank account, specifically opened by RTE to collect sums placed as a Cash Deposit. The Balance Responsible Party must Notify RTE electronically as soon as the wire transfer has been made.

This deposit is equivalent to the return of the sum, which is placed as a guarantee, and entails enforceability to third parties in accordance with article 2374-2 of the French Civil Code.

This deposit is not subject to VAT and does not yield interest.

Bank details of the cash deposits account of RTE Réseau de Transport d'Electricité:

BNP Paribas

BIC-SWIFT ADDRESS: *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 transfer corresponding to the payment of the Cash Deposit to the RTE collection account, as defined above, must be referenced as follows: a 12-character string in the form RE_YYYY_XXXX, where YYYY designates the Month and Year of Signing of the Participation Agreement and XXXX designates the number of the BRP's Participation Agreement.

3.A10.2. Use of the Cash Deposit

At any time during the validity period of this Agreement as referred to in Article 4, and after the formal notification sent by RTE has failed to produce effect in regard to obtaining the sums due under Article 3.N, RTE may charge all or part of the Cash Deposit against the amount of its claim in respect of the Balance Responsible Party, as indicated in Article 1 of this Agreement, and not settled within the time limits mentioned in Article 3.N.1.2.

3.A10.3. Return of the Cash Deposit

The Cash Deposit, or as applicable the sum remaining after its use under the provisions of Article 3 of this Agreement, shall be returned to the Balance Responsible Party by no later than the 10th Business Day of Month M+1 following the date of expiry of this Agreement, except in the case of an amendment extending its duration and/or increasing the amount of the Cash Deposit, as applicable.

It may be returned in part in the event of an amendment extending the duration of the Agreement and reducing the amount of the Cash Deposit.

The Cash Deposit is returned to the Balance Responsible Party's collection account as specified below (please attach bank account details to this Appendix):

Bank account details of the BRP:

Banking institution:

Bank code:

Branch code:

Account no.:

IBAN:

SWIFT/BIC:

3.A10.4. Entry into force and duration of the Contract

Under Article 2374-1 of the Civil Code, this Contract must be made in writing. The signature of this Appendix 3.A10 is therefore a prerequisite for the transfer of the sum mentioned in Article 1 of this Contract.

This Contract enters into force when the sum mentioned in Article 1 is received in RTE's bank account, and remains in force for one 1 year.[7]

Drawn up in two originals on **[date]**

For RTE	For the Balance Responsible Party
Name and position of representative:	Name and position of representative:
At **[place]**	At **[place]**
On **[date]**	On **[date]**
Signature:	Signature:

[7]Indicate "*60 calendar days"* in the case of a Transitional Cash Deposit made under Article 3.O.6.2(f).

3.A11. ADDENDUM TO THE CASH DEPOSIT CONTRACT FOR THE PLACEMENT OF COLLATERAL

No. RE_AAMM_XXXX

BETWEEN

[full name], company **[corporate form]**, with capital of EUR **[amount of capital]**, with registered office at **[full address]**, registered in the Trade and Companies Register of **[city]** under the number **[SIRET number]**, with intra-Community VAT number **[intra-Community VAT number]** and with EIC code **[EIC code]**, represented by **[name and function of signatory]**, duly authorized for this purpose,

hereinafter designated "**Balance Responsible Party**",

OF THE FIRST PART,

AND

RTE Réseau de Transport d'Électricité, a limited company governed by supervisory board and executive board, with capital of 2,132,285,690 euros, registered in the Trade and Business Register of Nanterre under number 444 619 258, with registered office at Immeuble WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex, represented by [**Ms/Mr] [full name]**, Commercial Director, duly authorized 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:

The Parties signed on **[date]** a Cash Deposit Contract equivalent to the placement of collateral within the meaning of articles 2374 et seq. of the French Civil Code ("Contract") with a duration of one (1) year.

This Contract has been amended as follows: **[list amendments signed by the Balance Responsible Party]**.

In this context, the Balance Responsible Party has remitted to RTE the sum of **[insert amount in writing]** euros (€**[insert amount in figures]**) as a guarantee of payment of the sums due by the Balance Responsible Party and corresponding to its outstanding debts under Chapter 3 of the Rules (Participation Agreement no. **[insert number BRP_YYMM_XXXX]**).

By signing this addendum no. [_____][8] to the Contract,

☐ the amount of the Balance Responsible Party's Cash Deposit is revised. Consequently:

- The amount of the Balance Responsible Party's is [_____][9]; *and*
- The Balance Responsible Party undertakes to pay RTE the sum of [_____][10];

or

- RTE undertakes to return the sum of [_____] to the Balance Responsible Party[11].

The duration of the Contract is extended by one (1) year from the receipt of this amount in RTE's or the Balance Responsible Party's collection account.

☐ the amount of the Balance Responsible Party's Cash Deposit is not revised.

Accordingly, the duration of the Agreement is extended by one (1) year for the Balance Responsible Party's Cash Deposit to a total amount of [_____][12] from the date of signature of this amendment.

All other terms and conditions of the Contract remain unchanged.

Drawn up in two originals on **[date]**

For RTE	For the Balance Responsible Party
Name and position of representative:	Name and position of representative:
At **[place]**	
On **[date]**	At **[place]**
	On **[date]**
Signature:	Signature:

[8] Amendment number.
[9] Amount of the Cash Deposit as revised by the amendment, in writing and then in figures.
[10] The amount of Cash Deposit to be paid by the Balance Responsible Party in relation to the initial amount or as modified by previous amendments, in writing and then in figures, in the event of an upward revaluation.
[11] The amount of the Cash Deposit to be returned by RTE in relation to the original amount or as modified by previous amendments, in writing and then in figures, in the case of downward revaluation.
[12] The amount of the initial Cash Deposit or the amount as revised under previous amendments.

3.A12. CONSUMPTION SITE (BRP-SITE NEB) BLOCK EXCHANGE NOTIFICATION FORM

With this document, **XXXXX**, no. **[insert AP_RE... number]** declares that it assigns Blocks to **YYYYY** from **[date]** for its Consumption Site of **[insert location]** under the terms of the BRP Participation Agreement which **XXXXX** has signed with RTE.

XXXXX declares that it is aware of and accepts the provisions of Chapter 3 of the Rules, which are available for consultation on the RTE website.

As **YYYYY** has not signed a Block Exchange Service contract with RTE, RTE does not issue formal notifications in this regard. It is therefore up to **XXXXX** and **YYYYY** to organize between themselves the procedures via which the Site is informed of changes to the agreed Block Exchanges.

The liability deriving from the harmful consequences of the modification of the aforementioned Block Exchange Programmes is determined in the contract between **XXXXX** and **YYYYY**.

This document is attached to the Balance Perimeter of **XXXXX**.

Once accepted, Block Exchange Programmes or Blocks are held to be completed, and are valid for the calculation of the Imbalances of the BRP of **XXXXX** and for the calculation of the Adjusted Consumption of the **YYYY** Site.

The address of the **YYYY** Consumption Site is: _____

_____

_____

The **YYYY** Site is connected to:

¨ PTS (Public Transmission System)

¨ PDS (Public Distribution System)

For a Site connected to a PDS, indicate the System Operator:

¨ ENEDIS

¨ LDC (local distribution company)

name: _____

The ID of the Consumption Site is:

- For sites connected to the PTS:
  - Metering code or “code décompte”: _____
  - EIC code in Z: _____
- For sites connected to a PDS:
  - PRM code: _____

YYYYY has signed the Transmission System Access Contract or Distribution System Access Contract or Metering Data Service Contract or Single Contract no. **[insert contract number] [cross out/delete as appropriate]** and possesses Remotely Read Load Curve Metering Installations.

YYYYY is not attached to the Balance Perimeter of **XXXXX**.

XXXXX authorizes RTE to provide the Block Exchange Programme to **YYYYY**.

For a Consumption site connected to the PDS, **XXXXX** authorizes RTE to provide the Block Exchange Programme to the DSO responsible for the **YYYYY** Site.

For **XXXXX**,	For **YYYYY**,
Date:	Date:
Name:	Name:
Signature:	Signature:

3.A13. BRP-SITE NEB REMOVAL FORM

With this document, **XXXXX**, no. **[insert BRP number]**, and **YYYYY** agree to terminate the BRP-Site Block Exchange Notification no. **[insert BRP-Site NEB number]** as of **[date]**.

For **XXXXX**,	For **YYYYY**,
Date:	Date:
Name:	Name:
Signature:	Signature:

3.A14. SPECIAL CONDITIONS BETWEEN RTE AND A DSO

Special conditions between RTE and a DSO

No. [insert number]

BETWEEN

[full name], a **[corporate form]** company with capital of EUR **[amount of capital]**, with registered office at **[full address]**, registered in the Trade and Companies Register of **[city]** under the number **[SIRET number]**, with intra-Community VAT number **[intra-Community VAT number]** and with EIC code **[EIC code]**, represented by **[name and function of signatory]**, duly authorized for this purpose,

hereinafter designated “DSO”

OF THE FIRST PART,

AND

RTE Réseau de Transport d'Électricité, a limited company governed by supervisory board and executive board, with capital of 2,132,285,690 euros, registered in the Trade and Companies Register of Nanterre under number 444 619 258, its registered offices being located at Immeuble WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex, represented by **[Mr/Mrs/Ms] [name and position of 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:

3.A14.1. Purpose

DSO and RTE declare their full cognizance of Chapter 3 of the Rules.

These Rules are freely available for consultation on the RTE website.

RTE and the DSO declare their acceptance of the Rules and undertake to comply with them.

The present RTE-DSO special conditions apply to the processing of data relating to:

- active BRPs on the DSO’s system;
- BRPs active on the system of other DSOs which have mandated them to do so under the General Provisions.

3.A14.2. Contractual documents binding the parties

The contractual documents binding the Parties are as follows:

- the present special conditions;

- the Terms and Conditions, comprised of:
    - General Provisions of the Rules;
    - Chapter 3 of the Rules;
    - the IS rules.

These documents constitute the full extent of the agreement between the Parties with respect to the Balance Responsible Party system. They cancel and replace any previous letters, proposals, bids and agreements concerning the same subject.

The contractual documents listed above are classed below in decreasing order of precedence:

- the RTE-DSO special conditions;
- the terms and conditions.

3.A14.3. Disclosure of the contract

The DSO authorizes RTE to disclose the signing of this contract on its website

3.A14.4. Appointment of a Representative

[As applicable]

If the DSO entrusts to an authorized representative, by mandate, all the exchanges of data covered by this Contract, it must inform RTE by sending it the mandate declaration between a DSO and a third party. The form for this declaration is provided in the Appendix to the General Provisions.

3.A14.5. Communication

All Notifications served by one Party to the other under these RTE-DSO special conditions must be addressed to the following correspondents:

For the DSO:

Correspondent for data exchange: [Not applicable if the DSO has entrusted to a third party, by mandate, all data exchanges addressed in Article 3.R.1. The correspondent for data exchange is then designated in the mandate declaration using the form provided in the Appendix to the General Provisions]

Contact person	
Address	
Telephone number	
Fax	
Email	

Note 1: These details must be identical to those given in the application form for access to RTE's Information System.

Correspondent for all other matters:

Contact person	
Address	
Telephone number	
Fax	
Email	

For RTE:

General correspondent:

Contact persons	
Address	
Telephone number	
Fax	
Email	

3.A14.6. Entry into force, duration and termination of the RTE-DSO special conditions

The present RTE-DSO special conditions take effect on **[date]**.

They are valid for an indefinite period.

They may only be terminated under the conditions set out in Chapter 3 of the Rules.

Signed in two original copies,

At **[place]**, on **[date]**

For RTE:

Name and position of representative:

Signature:

For the DSO:

Name and position of representative:

Signature:

3.A15. DECLARATION TO RTE OF SIMPLIFIED PROVISIONS TAKEN ADOPTED BY A DSO FOR THE FLOW RECONSTITUTION PROCESS FOR BRPS ACTIVE ON ITS SYSTEM

[full name], a **[corporate form]** company with capital of EUR **[amount of capital]**, with registered office at **[full address]**, registered in the Trade and Companies Register of **[city]** under the number **[SIRET number]**, with intra-Community VAT number **[intra-Community VAT number]** and with EIC code **[EIC code]**, in its capacity as Public Distribution System Operator, represented by **[name and function of signatory]**, duly authorized for this purpose,

Declares that it applies one of the following two simplified provisions in accordance with Chapter 3 of the Rules:

- ☐ simplified provision 1: if no customer has exercised its right to choose its Supplier on the DSO network, the system's global Consumption is attached to the Balancing Perimeter of the BRP known as the completing BRP, designated by the DSO.
- ☐ simplified provision 2: if at least one customer has exercised its right to choose its Supplier on a DSO's network, or if the DSO has exercised this right for its losses, the customer must:
  - apply Profiling and the Imbalances workflow for all BRPs except the BRP designated as the completing BRP, as designated by the DSO (1);
  - calculate and transmit its Estimated Load Curve for power losses to RTE, independently of other Load Curves (2);
  - calculate and transmit to RTE the the Remotely-read Generation Load Curve to be assigned to the completing BRP (3);
  - calculate and transmit to RTE the Estimated Generation Load Curve to be assigned to the completing BRP (4);
  - calculate and transmit to RTE the Estimated Consumption Load Curve to be assigned to the Perimeter of the completing BRP, limited to customers who have exercised their right to choose their Supplier (5);
  - calculate and transmit to RTE the the Remotely Read Consumption Load Curve to be assigned to the completing BRP. This curve is calculated as follows:
    - Remotely-read consumption balance corrected for balancing operations, PDS Network Flexibilities, load reductions and shifted loads achieved by Remotely Read Consumption Sites applying the Corrected Payment Model, defined as:
      - the sum of the consumption values minus the sum of the injection values measured at the boundaries of the DSO's system,
      - plus, as applicable, the sum of the upward balancing operation volumes on all Consumption Sites applying the Corrected Payment Model and connected to the DSO's system,

- plus, as applicable, the sum of the volumes resulting from the upward activations of PDS Network Flexibilities on all Consumption Sites applying the Corrected Payment Model and connected to the DSO's system,
- plus, as applicable, the sum of the load reduction volumes on all Consumption Sites applying the Corrected Payment Model and connected to the DSO's system,
- minus, as applicable, the sum of the downward balancing operation volumes on all Consumption Sites applying the Corrected Payment Model and connected to the DSO's system,
- minus, as applicable, the sum of the volumes resulting from the downward activations of PDS Network Flexibilities on all Consumption Sites applying the Corrected Payment Model and connected to the DSO's system,
- minus, as applicable, the load shifted volumes on all Consumption Sites applying the Corrected Payment Model and connected to the DSO's system,

- minus the sum of the following Consumption terms:
  - sum of Estimated and Remotely Read Consumption Load Curves of BRPs, with the exception of the completing BRP (1),
  - the Estimated Power Loss Load Curve of the DSO (2),
  - the Estimated Consumption Load Curve of the completing BRP, restricted to customers who have exercised the right to choose their Supplier (5);
- plus the sum of the following Injection terms:
  - Estimated and Remotely Read Generation Load Curves of the BRPs with the exception of the completing BRP (1),
  - the Remotely-Read Generation Load Curve of the completing BRP (3),
  - the Estimated Generation Load Curve of the completing BRP (4),

Note that the balancing volumes correspond to:

- an estimate made by the DSO prior to transmission of the Volumes Attributed per Site for balancing purposes;
- then to the Volumes Attributed by Site for balancing purposes, as transmitted by RTE in accordance with the provisions of Chapter 2.

Note that load reduction and shifted load volumes correspond to:

- an estimate by the DSO before transmission of the Achieved Load Reduction Time Series and the Achieved Shifted Load Time Series by Site;
- the Achieved Load Reduction Time Series and the Achieved Shifted Load Time Series by Site as transmitted by RTE in accordance with the last paragraph of Article 9.3.3 of the NEBEF rules.

These simplified provisions shall apply from **[date]** until **[date]**.

At **[place]**, on **[date]**

For **XXXXX**:

Name and position of representative:

Signature:

3.AA1. APPLICATION FORM FOR A BRP WISHING TO BE ACTIVE ON A DSO'S SYSTEM

Application to be sent to

[Contact information of DSO]

[No. and date of the Contract signed between DSO and RTE in accordance with Chapter 3]

Description of applicant:

NAME OF THE SIGNATORY COMPANY: ……...

COMPANY STATUS: ……...

CAPITAL OF THE COMPANY: ……

ADDRESS OF REGISTERED OFFICE: ……

……..

TRADE AND COMPANIES NO. AND PLACE OF REGISTRATION: .....

NAME OF THE REPRESENTATIVE OF THE SIGNATORY COMPANY: ……

FUNCTION OF THE REPRESENTATIVE OF THE SIGNATORY COMPANY: ……

EIC no. as Balance Responsible Party: ……

Declaration by the applicant:

The company _____ declares that it has been awarded the status of Balance Responsible Party (BRP) by RTE. It hereby applies to the DSO _____ for admittance as an active BRP on its system, and attaches the following documents:

- ❑ THE FORM FOR INITIALIZATION OF A BRP IN THE DSO'S INFORMATION SYSTEM, duly completed
- ❑ The invoiced ancillary services to which it wishes to subscribe:
- ❑ ***[ancillary services listed in the DSO's catalogue]***
- ❑ etc.

Desired effective date of the DSO-BRP Contract: / /201… ;

Done on (date) _____, at (place) _____

Mr/Mrs/Ms: …… In their capacity as: ……

Signature and stamp:

3.AA2. PDS-PERIMETER ATTACHMENT AGREEMENT FOR A CONSUMPTION SITE FOR WHICH THE BRP IS DESIGNATED IN A DISTRIBUTION NETWORK ACCESS CONTRACT OR METERING DATA SERVICE CONTRACT

XXXXX *[insert full name]*, a _____ *[insert legal form]* company with capital of _____ euros, with registered office at _____ *[insert full address]*, registered in the Trade and Companies Register of _____ *[insert city]* under number _____ *[SIREN no.]*,

in its capacity as Balance Responsible Party, holder of a Participation Agreement **No. RE_AAMM_XXXX** *[insert number]* signed with RTE on **DD/MM/200...** *[insert date]*, and of a DSO-BRP Contract no. _____ *[insert number]* with the DSO signed on DD/MM/20...*[insert date]*

represented by Mr/Mrs/Ms _____ , duly authorized for this purpose,

of the first part

and

YYYYY *[insert full name]*, a _____ *[insert legal form]* company with capital of ____ euros, with registered office at _____ *[insert full address]*, registered in the Trade and Companies Register of ____ *[insert city]* under number ____ *[SIRET no.]*,

represented by Mr/Mrs/Ms _____ , duly authorized for this purpose,

of the second part

agree that [check the box as appropriate]

☐ The Consumption Site of _____ *[insert name and address]*, holder of CARD Contract no. _____ *[insert contract number] which is valid or will shortly become valid (new site), as applicable PRM no. _____ with the DSO on _____ [insert date of signature of the Contract for an existing site]*, registered in the Trade and Companies Register of *[insert city]* under number *[SIRET no.]*

☐ The Consumption Site of _____ *[insert name and address]*, holder of Metering Data Service Contract no. _____ *[insert contract number] which is valid or will shortly become valid (new site), as applicable PRM no. _____ with the DSO on _____ [insert date of signature of the Contract for an existing site]*, registered in the Trade and Companies Register of *[insert city]* under number *[SIRET no.]*

[Add as many references as there are sites covered by this Agreement]

will be attached to the PDS Perimeter of Balance Responsible Party XXXXX. The desired date of this connection is DD/MM/200... [insert date], subject to the application of the provisions of the CARD or Metering Data Service Contract.

Under this agreement, relating to access to metering data∗:

1) With this document, YYYYY authorizes, immediately and for the entire duration of the Contract, XXXXX to access the metering data of the Site(s) (index, Load Curve, subscribed power exceedance, maximum power achieved etc.).

Legal notice to be included in the document: the data thus acquired are stored for X years on our servers, which are located within the EU.

To do this, and according to the measurement technology implemented by the DSO, YYYYY authorizes the DSO, on reception of this document, to transmit to XXXX, the information, present and future, enabling remote reading operations to be carried out (the make of the electricity meter, the telephone number, **present and future** identifiers, the metering formula as applicable, the measurement table as applicable, the correction factor as applicable) or to allow subscription to data access services:

ϒYes ϒ No

(Check option 2 only if YYYY answered Yes to option 1)

The data thus acquired is stored for ……. years [*insert duration of conservation period*] on our servers, which are located in …… [*insert location of servers*]

2) With this document, XXXXX requests the DSO, upon reception of this document and in accordance with the authorization of YYYYY, to transmit the information, present and future, enabling metering data to be accessed:

ϒYes ϒ No

∗ *The DSO systematically changes the meter access codes when attaching a new Balance Responsible Party.*

XXXXX *[insert full name]* acknowledges that the Consumption Site may participate in the Balancing Mechanism in accordance with Chapter 2 of the Rules, and/or System Services in accordance with Chapter 4 of the Rules, and/or load reductions in accordance with the NEBEF Rules, and/or a PDS Network Flexibilities service. In this case, the Imbalance of XXXXX *[insert full name]* may need to be modified in accordance with the Rules.

Done in 2 original copies (or three if signed electronically)

at _____*[insert location]*, on _____ *[insert date],*

For XXXXX

Name, signature and stamp

For YYYYY

Name, signature and stamp

Copy to DSO

3.AA3. PDS-PERIMETER ATTACHMENT AGREEMENT AN INJECTION SITE FOR WHICH THE BRP IS DESIGNATED IN A DISTRIBUTION NETWORK ACCESS CONTRACT OR METERING DATA SERVICE CONTRACT

XXXXX *[insert full name]*, a _____ *[insert legal form]* company with capital of _____ euros, with registered office at _____ *[insert full address]*, registered in the Trade and Companies Register of _____ *[insert city]* under number _____ *[SIREN no.]*,

in its capacity as Balance Responsible Party, holder of a Participation Agreement **No. RE_AAMM_XXXX** *[insert number]* signed with RTE on **DD/MM/200...** *[insert date]*, and of a DSO-BRP Contract no. _____ *[insert number]* with the DSO signed on DD/MM/20...*[insert date]*

represented by Mr/Mrs/Ms _____ , duly authorized for this purpose,

of the first part

and

[*Case of professional producers*

YYYYY *[insert full name]*, a _____ *[insert legal form]* company with capital of ____ euros, with registered office at _____ *[insert full address]*, registered in the Trade and Companies Register of ____ *[insert city]* under number ____ *[SIRET no.]*,

represented by Mr/Mrs/Ms _____ , duly authorized for this purpose,

[*Case of special producers*

Mr/Mrs/Ms YYYY [insert full name], resident at [insert full address] [insert postcode] [insert city]

of the second part

agree that [check the box as appropriate]

[start 1st site covered by the connection agreement]

☐ The Injection Site of _____ *[insert name and address]*, holder of Contract [indicate CARD-i for LV sites >36kVA and MV or CAE/CRAE for LV sites <36KVA] no. _____ *[insert contract number] which is valid or will shortly become valid (new site), as applicable PRM no. _____ with the DSO on _____ [insert date of signature of the Contract for an existing site]*, registered in the Trade and Companies Register of *[insert city]* under number *[SIRET no.]*

☐ The Injection Site of _____ *[insert name and address]*, holder of Contract [indicate Metering Data Service Contract or metering service agreement] no. _____ *[insert contract number] which is valid or will shortly become valid (new site), as applicable PRM no. _____ with the DSO on _____ [insert date of signature of the Contract for an existing site]*, registered in the Trade and Companies Register of *[insert city]* under number *[SIRET no.]*

will be attached to the PDS Perimeter of Balance Responsible Party XXXXX. The desired date of this connection is DD/MM/200… [insert date], subject to the application of the provisions of the CARD or Metering Data Service Contract.

1) Specify the sector to which the Generation Facility to be attached to the PDS Perimeter belongs:

- ❑ Non-renewable thermal
- ❑ Hydro
- ❑ Solar
- ❑ Wind
- ❑ Bioenergy
- ❑ Other: ……..

2) Specify the measurement which governs the attachment and will be allocated to the PDS Perimeter (*):

- ❑ The energy injected at the delivery point
- ❑ All energy produced by the Generation Facility

(*): where the energy assigned to the Balance Perimeter* is the result of several measurements, the calculation formula is specified and the metering schematic is enclosed with the attachment agreement.

YYYYY declares that it has verified that the Generation Facility addressed by the connection is covered by a valid CARD or Metering Data Service Contract and is equipped with a metering system compatible with the flow reconstitution process.

[end 1st site covered by the connection agreement]

[Add as many references as there are sites covered by this Agreement]

Under this agreement, relating to access to metering data∗:

1) With this document, YYYYY authorizes, immediately and for the entire duration of the Contract, XXXXX to access the metering data of the Site(s) (index, Load Curve, subscribed power exceedance, maximum power achieved etc.). To do this, and according to the measurement technology implemented by the DSO, YYYYY authorizes the DSO, on reception of this document, to transmit to XXXX, the information, present and future, enabling remote reading operations to be carried out (the make of the electricity meter, the telephone number, **present and future** identifiers, the metering formula as applicable, the measurement table as applicable, the correction factor as applicable) or to allow subscription to data access services:

ϒYes ϒ No

(Check option 2 only if YYYY answered Yes to option 1)

The data thus acquired is stored for ……. years [*insert duration of conservation period*] on our servers, which are located in ……[*insert location of servers*] 2) With this document, XXXXX requests the DSO, upon reception of this document and in accordance with the authorization of YYYYY, to transmit the information, present and future, enabling metering data to be accessed:

ϒYes ϒ No

∗ *The DSO systematically changes the meter access codes when attaching a new Balance Responsible Party.*

XXXXX *[insert full name]* acknowledges that the Injection Site may participate in the Balancing Mechanism in accordance with Chapter 2 of the Rules, and/or System Services in accordance with Chapter 3 of the Rules, and/or a PDS Network Flexibilities service. In this case, the Imbalance of XXXXX *[insert full name]* may need to be modified in accordance with the Rules.

Done in 2 original copies (or three if signed electronically)

at _____*[insert location]*, on _____ *[insert date],*

For XXXXX For YYYYY

Name, signature and stamp *Name, signature and stamp*

Copy to DSO

3.AA4. FORM FOR THE REMOVAL BY THE BRP OF A CONSUMPTION OR INJECTION SITE TO WHICH IT IS DESIGNATED IN A CARD OR METERING DATA SERVICE CONTRACT

I, the undersigned _____ [insert the person's first name and last name], _____ [insert the person's function],

Duly authorized representative of the _____ [insert legal form] company XXXXX, with capital of _____ euros, whose registered office is located at _____ [insert full address], registered in the Trade and Companies Register of _____ [insert city] under number _____ [SIRET no.],

in its capacity as Balance Responsible Party, holder of a Participation Agreement No. RE_AAMM_XXXX *[insert number]* signed with RTE on DD/MM/200... *[insert date]*, and of a DSO-BRP Contract no. _____ *[insert number]* with the DSO signed on DD/MM/20...*[insert date]*

Notify the DSO that: [check box as appropriate]

[start 1st site covered by the connection agreement]

☐ the Injection Site _____ [insert name and address], holder of a CARD Contract no. _____*[insert contract number] with the DSO, dated*_____ *[insert date of signature of the Contract]*

☐ The Injection Site _____ [insert name and address], holder of a Metering Data Service Contract no. _____*[insert contract number] with the DSO, dated* _____ *[insert date of signature of the Contract]*

☐ the Consumption Site _____ [insert name and address], holder of a CARD Contract no. _____*[insert contract number] with the DSO, dated* _____ *[insert date of signature of the Contract]*

☐ The Consumption site of _____ *[enter name and address]*, contractor of the Account Service Agreement No._____*[enter contract number] with the DSO, dated* _____ *[enter date of signature of the Agreement]*

will no longer be attached to my PDS Perimeter. The desired effective date of the exclusion from the PDS Perimeter is DD/MM/200... [insert date], subject to the application of the terms of Chapter 3 of the Rules.

[end 1st site covered by the connection agreement]

[Add as many references as there are sites covered by this Agreement]

Done

in _____ on _____

For XXXX

Name:

Signature and stamp:

Copy to DSO

3.AA5. SIMPLE DECLARATION OF ATTACHMENT TO THE PDS PERIMETER OF A CONSUMPTION OR INJECTION SITE FOR WHICH THE USER HAS DESIGNATED ITSELF AS BRP IN A CARD OR METERING DATA SERVICE CONTRACT

I, the undersigned _____ *[insert the person's first name and last name]*, _____ *[insert the person's function]*,

Duly authorized representative of the _____ *[insert legal form]* company XXXXX, with capital of _____ euros, whose registered office is located at _____ *[insert full address]*, registered in the Trade and Companies Register of _____ *[insert city]* under number _____ *[SIRET No]*,

in its capacity as Balance Responsible Party, holder of a Participation Agreement No. RE_AAMM_XXXX *[insert number]* signed with RTE on DD/MM/200... *[insert date]*, and of a DSO-BRP Contract no. _____ *[insert number]* with the DSO signed on DD/MM/20...*[insert date]*

Notify the DSO that: *[check box as appropriate]*

☐ the Injection Site _____ [insert name and address], holder of a CARD Contract no. _____*[insert contract number] with the DSO, dated*_____ *[insert date of signature of the Contract]*

☐ The Injection Site _____ [insert name and address], holder of a Metering Data Service Contract no. _____*[insert contract number] with the DSO, dated* _____ *[insert date of signature of the Contract]*

☐ the Consumption Site _____ [insert name and address], holder of a CARD Contract no. _____*[insert contract number] with the DSO, dated* _____ *[insert date of signature of the Contract]*

☐ The Consumption site of _____ *[enter name and address]*, contractor of the Account Service Agreement No._____*[enter contract number] with the DSO, dated* _____ *[enter date of signature of the Agreement]*

will be attached to my PDS Perimeter. The desired effective date of attachment is DD/MM/201... [insert date], subject to the application of the provisions of the CARD or Metering Data Service Contract.

XXXXX *[insert full name]* acknowledges that the Injection or Consumption Site may participate in the Balancing Mechanism in accordance with Chapter 2 of the Rules, and/or System Services in accordance with Chapter 4 of the Rules, and/or load reductions in accordance with the NEBEF Rules, and/or a PDS Network Flexibilities service. In this case, the Imbalance of XXXXX *[insert full name]* may need to be modified in accordance with the Rules.

Done at _____, on _____

For XXXX

Name:

Signature and stamp:

Copy to DSO

3.AA6. PDS PERIMETER ATTACHMENT AGREEMENT FOR ALL CONSUMPTION SITES TO WHICH THE BRP IS DESIGNATED IN A DSO-S CONTRACT

Between:

XXXXX *[insert full name]*, a _____ *[insert legal form]* company with capital of ____ euros, with registered office at _____ *[insert full address]*, registered in the Trade and Companies Register of ____ *[insert city]* under number ____ *[SIRET no.]*,

in its capacity as Balance Responsible Party, holder of a Participation Agreement **No. RE_AAMM_XXXX** *[insert number]* signed with RTE on **DD/MM/200...** *[insert date]*, and of a DSO-BRP Contract no. _____ *[insert number]* with the DSO signed on DD/MM/20...*[insert date]*

represented by Mr/Mrs/Ms _____ , duly authorized for this purpose,

of the first part

and

YYYYY *[insert full name]*, a _____ *[insert legal form]* company with capital of ____ euros, with registered office at _____ *[insert full address]*, registered in the Trade and Companies Register of ____ *[insert city]* under number ____ *[SIRET no.]*,

in its capacity as Supplier, holder of a DSO-S Contract no. _____ [*insert number*] signed with the DSO on **DD/MM/20...** *[insert date]*,

represented by Mr/Mrs/Ms _____ , duly authorized for this purpose,

of the second part

agree that all Sites within the billing perimeter of the Supplier will be attached to the PDS Perimeter of XXXXX. The desired effective date of attachment is DD/MM/201... [insert date], subject to the application of the provisions of the DOS-S Contract.

XXXXX *[insert full name]* acknowledges that the Sites on the billing perimeter of the Supplier may participate in the Balancing Mechanism in accordance with Chapter 2 of the Rules, and/or System Services in accordance with Chapter 4 of the Rules, and/or load reductions in accordance with the NEBEF Rules, and/or a PDS Network Flexibilities service. In this case, the Imbalance of XXXXX *[insert full name]* may need to be modified in accordance with the Rules.

Made in 2 original copies in ……., on ……

For XXXXX

Name, signature and stamp

For YYYYY

Name, signature and stamp

Copy to DSO

3.AA7. PDS PERIMETER ATTACHMENT AGREEMENT FOR ALL INJECTION SITES TO WHICH THE BRP IS DESIGNATED IN A DSO-S OR DSO-P CONTRACT

Between:

XXXXX *[insert full name]*, a _____ *[insert legal form]* company with capital of ____ euros, with registered office at _____ *[insert full address]*, registered in the Trade and Companies Register of ____ *[insert city]* under number ____ *[SIRET no.]*,

in its capacity as Balance Responsible Party, holder of Participation Agreement no. **RE_AAMM_XXXX** *[insert number]* signed with RTE on **DD/MM/200...** *[insert date]*, and of DSO-BRP Contract no. _____ *[insert number]* signed with the DSO on DD/MM/20...*[insert date]*

represented by Mr/Mrs/Ms _____ , duly authorized for this purpose,

of the first part

and

YYYYY *[insert full name]*, a _____ *[insert legal form]* company with capital of ____ euros, with registered office at _____ *[insert full address]*, registered in the Trade and Companies Register of ____ *[insert city]* under number ____ *[SIRET no.]*,

in its capacity as a Supplier holding DSO-S Contract no. _____ [insert number] signed with the DSO on **DD/MM/20...** *[insert date]*, or in its capacity as a DSO-P Purchaser holding DSO-P Contract no. [*insert number*] signed with the DSO on **DD/MM/20...** *[insert date]*,

represented by Mr/Mrs/Ms _____ , duly authorized for this purpose,

of the second part

agree that all Injection Sites (holding a CU-I) in the billing perimeter of the Supplier or DSO-P Purchaser will be attached to the PDS Perimeter of XXXXX. The desired effective date of attachment is DD/MM/201... [insert date], subject to the application of the provisions of the **DSO-S/DSO-P** Contract.

XXXXX *[insert full name]* acknowledges that Injection Sites in the billing perimeter of the Supplier or DSO-P Buyer may participate in the Balancing Mechanism in accordance with Chapter 2 of the Rules, and/or System Services in accordance with Chapter 4 of the Rules, and/or a PDS Network Flexibilities service. In this case, the Imbalance of XXXXX *[insert full name]* may need to be modified in accordance with the Rules.

Made in 2 original copies in ……., on ……

For XXXXX

Name, signature and stamp

For YYYYY

Name, signature and stamp

Copy to DSO

3.AA8. FORM FOR THE REMOVAL BY THE BRP OF ALL CONSUMPTION SITES TO WHICH THE BRP IS DESIGNATED BY A SUPPLIER IN A DSO-S CONTRACT

I, the undersigned _____ *[insert the person's first name and last name]*, _____ *[insert the person's function]*,

Duly authorized representative of the _____ *[insert legal form]* company XXXXX, with capital of _____ euros, whose registered office is located at _____ *[insert full address]*, registered in the Trade and Companies Register of _____ *[insert city]* under number _____ *[SIRET No]*,

in its capacity as Balance Responsible Party, holder of a Participation Agreement No. RE_AAMM_XXXX *[insert number]* signed with RTE on DD/MM/200... *[insert date]*, and of a DSO-BRP Contract no. _____ *[insert number]* with the DSO signed on DD/MM/20...*[insert date]*

Notify the DSO that:

all Sites within the billing perimeter of the Supplier _____ *[insert name]*, holder of DSO-S Contract no. _____ *[insert number]* signed with the DSO on DD/MM/200... *[insert date]* will no longer be attached to my PDS Perimeter. The desired effective date of the exclusion from the PDS Perimeter is DD/MM/200... [insert date], subject to the application of the terms of Chapter 3 of the Rules.

Done at _____, on _____

For XXXX

Name:

Signature and stamp:

Copy to DSO

3.AA9. FORM FOR THE REMOVAL BY THE BRP OF ALL INJECTION SITES TO WHICH IT IS DESIGNATED BY A SUPPLIER IN A DSO-S CONTRACT OR BY A DSO-P PURCHASER IN A DSO-P CONTRACT

I, the undersigned _____ *[insert the person's first name and last name]*, _____ *[insert the person's function]*,

Duly authorized representative of the _____ *[insert legal form]* company XXXXX, with capital of _____ euros, whose registered office is located at _____ *[insert full address]*, registered in the Trade and Companies Register of _____ *[insert city]* under number _____ *[SIRET No]*,

in its capacity as Balance Responsible Party, holder of a Participation Agreement No. RE_AAMM_XXXX *[insert number]* signed with RTE on DD/MM/200... *[insert date]*, and of a DSO-BRP Contract no. _____ *[insert number]* with the DSO signed on DD/MM/20...*[insert date]*

Notify the DSO that:

all Injection Sites (holding a CU-I) in the billing perimeter of Supplier _____ *[insert name]*, holder of DSO-P Contract no. _____ [*insert number*] signed with DSO on DD/MM/200... *[insert date]* or of DSO-P Purchaser _____ [*insert name*], holder of DSO-P Contract no. _____ [*insert* number] signed with the DSO on DD/MM/200... [*insert date*] will no longer be attached to my PDS Perimeter. The desired effective date of the exclusion from the PDS Perimeter is DD/MM/200... [insert date], subject to the application of the terms of Chapter 3 of the Rules.

Done at _____, on _____

For XXXX

Name:

Signature and stamp:

Copy to DSO

3.AA10. SIMPLE DECLARATION OF ATTACHMENT TO THE PDS PERIMETER OF ALL CONSUMPTION SITES FOR WHICH A SUPPLIER HAS DESIGNATED ITSELF AS BRP IN ITS DSO-S CONTRACT

I, the undersigned _____ *[insert the person's first name and last name]*, _____ *[insert the person's function]*,

Duly authorized representative of the _____ *[insert legal form]* company XXXXX, with capital of _____ euros, whose registered office is located at _____ *[insert full address]*, registered in the Trade and Companies Register of _____ *[insert city]* under number _____ *[SIRET No]*,

in its capacity as Balance Responsible Party, holder of a Participation Agreement No. RE_AAMM_XXXX *[insert number]* signed with RTE on DD/MM/200... *[insert date]*, and of a DSO-BRP Contract no. _____ *[insert number]* with the DSO signed on DD/MM/20...*[insert date]*

Notify the DSO that:

all Sites in my billing perimeter, of which I am exclusive Supplier under DSO-S Contract no. _____ *[insert number]* signed with the DSO on DD/MM/200... *[insert date]* will be attached to my PDS Perimeter. The desired effective date of attachment is DD/MM/201... [insert date], subject to the application of the provisions of the DOS-S Contract.

I acknowledge that the Sites on the billing perimeter may participate in the Balancing Mechanism in accordance with Chapter 2 of the Rules, and/or System Services in accordance with Chapter 4 of the Rules, and/or load reductions on the energy market in accordance with the NEBEF Rules, and/or a PDS Network Flexibilities service. In this case, my Imbalance may need to be changed in accordance with the Rules.

Done at _____, on _____

For XXXX

Name:

Signature and stamp:

Copy to DSO

3.AA11. SIMPLE DECLARATION OF ATTACHMENT TO THE PDS PERIMETER OF ALL INJECTION SITES FOR WHICH A SUPPLIER HAS DESIGNATED ITSELF AS BRP IN A DSO-S CONTRACT, OR FOR WHICH A DSO-P PURCHASER HAS DESIGNATED ITSELF AS BRP IN A DSO-P CONTRACT

I, the undersigned _____ *[insert the person's first name and last name]*, _____ *[insert the person's function]*,

Duly authorized representative of the _____ *[insert legal form]* company XXXXX, with capital of _____ euros, whose registered office is located at _____ *[insert full address]*, registered in the Trade and Companies Register of _____ *[insert city]* under number _____ *[SIRET No]*,

in its capacity as Balance Responsible Party, holder of a Participation Agreement No. RE_AAMM_XXXX *[insert number]* signed with RTE on DD/MM/200... *[insert date]*, and of a DSO-BRP Contract no. _____ *[insert number]* with the DSO signed on DD/MM/20...*[insert date]*

Notify the DSO that:

all Injection Sites (holding a CU-I) in the billing perimeter of Supplier _____ *[insert name]*, holder of DSO-P Contract no. _____ *[insert number]* signed with the DSO on DD/MM/200... *[insert date]* or the billing perimeter of DSO-P Purchaser _____ *[insert name]*, holder of DSO-P Contract no. _____ [*insert number*], signed with the DSO on DD/MM/200...*[insert date],* will be attached to my PDS Perimeter. The desired effective date of attachment is DD/MM/201... [insert date], subject to the application of the provisions of the **DOS-S Contract or the DSO-P Contract**.

I acknowledge that the Injection Sites in the billing perimeter may participate in the Balancing Mechanism in accordance with Chapter 2 of the Rules, and/or System Services in accordance with Chapter 4 of the Rules, and/or a PDS Network Flexibilities service. In this case, my Imbalance may need to be changed in accordance with the Rules.

Done at _____, on _____

For XXXX

Name:

Signature and stamp:

Copy to DSO

3.AA12. PDS PERIMETER ATTACHMENT AGREEMENT FOR CONSUMPTION SITES HOLDING A REGULATED SALE TARIFF CONTRACT

Between:

XXXXX *[insert full name]*, a _____ *[insert legal form]* company with capital of ____ euros, with registered office at _____ *[insert full address]*, registered in the Trade and Companies Register of ____ *[insert city]* under number ____ *[SIRET no.]*,

in its capacity as Balance Responsible Party, holder of Participation Agreement no. **RE_AAMM_XXXX** *[insert number]* signed with RTE on **DD/MM/200...** *[insert date]*, and of DSO-BRP Contract no. _____ *[insert number]* signed with the DSO on DD/MM/20...*[insert date]*

represented by Mr/Mrs/Ms _____ , duly authorized for this purpose,

of the first part

and

YYYYY *[insert full name]*, a _____ *[insert legal form]* company with capital of ____ euros, with registered office at _____ *[insert full address]*, registered in the Trade and Companies Register of ____ *[insert city]* under number ____ *[SIRET no.]*,

as the lawful Supplier of the Sites holding Regulated Sale Tariff Contracts and connected to the DSO's system.

represented by Mr/Mrs/Ms _____ , duly authorized for this purpose,

of the second part

agree that:

❑ all Consumption Sites holding a Regulated Sale Tariff Contract

will be attached to the PDS Perimeter of XXXXX. The effective date of this attachment is the date resulting from the application of Chapter 3 of the Rules, i.e. *DD/MM/20... [insert date].*

XXXXX *[insert full name]* acknowledges that the Consumption Sites may participate in the Balancing Mechanism in accordance with Chapter 2 of the Rules, and/or System Services in accordance with Chapter 4 of the Rules, and/or load reductions in accordance with the NEBEF Rules, and/or a PDS Network Flexibilities service. In this case, the Imbalance of XXXXX *[insert full name]* may need to be modified in accordance with the Rules.

Made in 2 original copies in ……., on ……

For XXXXX

Name, signature and stamp

For YYYYY

Name, signature and stamp

Copy to DSO

3.AA13. FORM FOR THE REMOVAL BY THE BRP OF CONSUMPTION SITES HOLDING A REGULATED SALE TARIFF CONTRACT OR BENEFITING FROM THE OBLIGATION TO PURCHASE BEFORE THE LAW OF 10 FEBRUARY 2000

I, the undersigned _____ *[insert the person's first name and last name]*, _____ *[insert the person's function]*,

Duly authorized representative of the _____ *[insert legal form]* company XXXXX, with capital of _____ euros, whose registered office is located at _____ *[insert full address]*, registered in the Trade and Companies Register of _____ *[insert city]* under number _____ *[SIRET No]*,

in its capacity as Balance Responsible Party, holder of a Participation Agreement No. RE_AAMM_XXXX *[insert number]* signed with RTE on DD/MM/200... *[insert date]*, and of a DSO-BRP Contract no. _____ *[insert number]* with the DSO signed on DD/MM/20...*[insert date]*

Notify the DSO that:

- ❑ all Consumption Sites holding a Regulated Sale Tariff Contract
- ❑ all Injection Sites holding a Purchase Agreement under the obligation to purchase prior to the law of 10 February 2000

and connected to the DSO's system _____ *[insert name of Supplier]* will no longer be attached to my PDS Perimeter. The desired effective date of the exclusion from the PDS Perimeter is DD/MM/200... [insert date], subject to the application of the terms of Chapter 3 of the Rules.

Done at _____, on _____

For XXXX

Name:

Signature and stamp:

Copy to DSO

3.AA14. SIMPLE DECLARATION OF ATTACHMENT TO THE PDS PERIMETER OF CONSUMPTION SITES HOLDING A REGULATED SALE TARIFF CONTRACT

I, the undersigned _____ *[insert the person's first name and last name]*, _____ *[insert the person's function]*,

Duly authorized representative of the _____ *[insert legal form]* company XXXXX, with capital of _____ euros, whose registered office is located at _____ *[insert full address]*, registered in the Trade and Companies Register of _____ *[insert city]* under number _____ *[SIRET No]*,

in its capacity as Balance Responsible Party, holder of a Participation Agreement No. RE_AAMM_XXXX *[insert number]* signed with RTE on DD/MM/200... *[insert date]*, and of a DSO-BRP Contract no. _____ *[insert number]* with the DSO signed on DD/MM/20...*[insert date]*

Notify the DSO that:

- ❑ all Consumption Sites holding a Regulated Sale Tariff Contract

of which I am the lawful Supplier (and/or the Purchaser) and connected to the DSO's system will be attached to my PDS Perimeter. The effective date of this attachment is the date resulting from the application of Chapter 3 of the Rules, i.e. *DD/MM/20... [insert date].*

I acknowledge that the Consumption Sites may participate in the Balancing Mechanism in accordance with Chapter 2 of the Rules, and/or System Services in accordance with Chapter 4 of the Rules, and/or load reductions in accordance with the NEBEF Rules, and/or a PDS Network Flexibilities service. In this case, my Imbalance may need to be changed in accordance with the Rules.

Done at _____, on _____

For XXXX

Name:

Signature and stamp:

Copy to DSO

3.AA15. PDS PERIMETER ATTACHMENT AGREEMENT FOR DSO POWER LOSSES

Between:

XXXXX *[insert full name]*, a _____ *[insert legal form]* company with capital of ____ euros, with registered office at _____ *[insert full address]*, registered in the Trade and Companies Register of ____ *[insert city]* under number ____ *[SIRET no.]*,

in its capacity as Balance Responsible Party, holder of a Participation Agreement **No. RE_AAMM_XXXX** *[insert number]* signed with RTE on **DD/MM/200...** *[insert date]*, and of a DSO-BRP Contract no. _____ *[insert number]* with the DSO signed on DD/MM/20...*[insert date]*

represented by Mr/Mrs/Ms _____ *[insert name and function of signatory]*, duly authorized for this purpose,

of the first part

and

YYYYY *[insert full name]*, with registered office at _____ *[insert full address]*, in its capacity as DSO

represented by Mr/Mrs/Ms _____ *[insert name and function of signatory]*, duly authorized for this purpose,

of the second part

agree that the power loss Load Curve of the DSO YYYYY will be attached to the PDS Perimeter of XXXXX. The desired effective date of attachment is DD/MM/200... *[insert date]*, subject to the application of the provisions of Chapter 3 of the Rules.

Done in 2 original copies,

at ……., on ……

For XXXXX

Name, signature and stamp

For YYYYY

Name, signature and stamp

Copy to DSO

3.AA16. FORM FOR REMOVAL OF DSO POWER LOSSES BY THE BRP

I, the undersigned _____ *[insert the person's first name and last name]*, _____ *[insert the person's function]*,

Duly authorized representative of the _____ *[insert legal form]* company XXXXX, with capital of _____ euros, whose registered office is located at _____ *[insert full address]*, registered in the Trade and Companies Register of _____ *[insert city]* under number _____ *[SIRET No]*,

in its capacity as Balance Responsible Party, holder of a Participation Agreement No. RE_AAMM_XXXX *[insert number]* signed with RTE on DD/MM/200... *[insert date]*, and of a DSO-BRP Contract no. _____ *[insert number]* with the DSO signed on DD/MM/20...*[insert date]*

Notify the DSO that:

the power loss Load Curve of the DSO YYYYY …….. *[insert full name]* will no longer be attached to my PDS Perimeter. The desired effective date of exclusion from the PDS Perimeter is DD/MM/200... *[insert date]*, subject to the application of the provisions of Chapter 3 of the Rules.

Done at _____, on _____

For XXXX

Name:

Signature and stamp:

Copy to DSO

3.AA17. DSO-BRP CONTRACT TEMPLATE

BETWEEN:

XXXX, a …… company with capital of ……, with registered office at ……..., registered in the Trade and Companies Register of …… under no. ……, represented by Mr/Mrs/Ms …….. in their capacity as ……, duly authorized for this purpose, and hereinafter designated Balance Responsible Party (BRP),

OF THE FIRST PART,

AND

YYYY, a …… company with capital of ……, with registered office at ……..., registered in the Trade and Companies Register of …… under no. ……, represented by Mr/Mrs/Ms …….. in their capacity as ……, duly authorized for this purpose, and hereinafter designated Distribution System Operator (DSO),

OF THE SECOND PART,

3.AA17.1. PURPOSE

The Balance Responsible Party system is described in Chapter 3 of the Rules. The calculation of the imbalances of the Balance Responsible Parties (BRP) performed by the transmission system operator (RTE) is based on an Allocation Process for Injection and Consumption volumes on the Public Transmission System (PTS) and Public Distribution System (PDS). This process is conducted by RTE and the Distribution System Operators (DSO). The division of responsibilities and details of the duties of each party are contracted between RTE and BRP, RTE and DSO, and BRP and DSO. This is the object of Chapter 3 of the Rules relative to the BRP system, approved by the Energy Regulatory Commission (CRE).

The Parties declare their acceptance of these Rules and undertake to comply with their provisions. The Rules are freely available for consultation on the RTE website: http://www.rte-france.com.

In accordance with Chapter 3 of the Rules, the BRP declares that it has obtained the status of BRP by signing a Contract with RTE. To be active on the PDS by including in its balance perimeter Sites connected to this system, the BRP also signs a Contract with the DSO concerned, consisting of the present special conditions. The DSO declares that it has entered into a Contract with RTE in accordance with this Chapter.

The DSO declares that it has entered into a Contract with RTE in accordance with Chapter 3 of the Rules.

Note: Words or phrases used with capitalized first letters are defined in the General Provisions of the Rules.

3.AA17.2. CONTRACTUAL DOCUMENTS BINDING THE PARTIES

The present document constitutes the Contract between the BRP and the DSO regarding the process of reconstituting the flows within the framework of the BRP system. It consists of:

- The general terms and conditions, applicable to all BRPs and all DSOs, constituted by the General Provisions and Chapter 3 of the Rules, whose applicable version is published on the RTE website (www.rte-france.com),
- Special conditions specific to the DSO in accordance with Article 3.R.2, as described in this document.

These documents constitute the full extent of the agreement between the Parties with respect to the flow reconstitution process in the framework of the BRP system. They cancel and replace all previous letters, proposals, offers and agreements concerning the same subject.

3.AA17.3. DURATION AND EFFECTIVE DATE OF THE CONTRACT

This Contract takes effect on: …….

The DSO checks the box corresponding to its situation

❑ The DSO is not subject to the rules of public accounting, and therefore this Contract is valid for an indefinite period of time, in accordance with Article 3.R.2 of the Rules.

❑ The DSO is subject to the rules of public accounting, and therefore this Contract is valid for a duration of 5 years, automatically renewed for a further 5 years, in accordance with Article 3.R.2 of the Rules.

The procedures for revising this Contract are set out in Chapter 3 of the Rules. The Contract may be terminated under the conditions set out in Chapter 3 of the Rules and under the conditions set out in Article 3.R.2.4.7.

3.AA17.4. INVOICED ANCILLARY SERVICES SUBSCRIBED BY THE BRP

The DSO performs uninvoiced and invoiced ancillary services on behalf of the BRP, in accordance with Articles 3.R.2 and 3.R.3 of the Rules and following the procedures outlined in the DSO's Service Catalogue.

The BRP has opted to subscribe to the following ancillary services:

The BRP checks the the box corresponding to the selected ancillary services

❑ Publication of aggregated load curves, which the DSO communicates to RTE under the procedure described in Chapter 3:

- The estimated consumption load curve;
- The estimated generation load curve;
- The estimated DSO power loss load curve (DSO power loss for BRP),
- The remotely read consumption load curve,
- The remotely read generation load curve.

DSO catalogue reference and price of the service.

❑ *...The DSO specifies the ancillary services to which the BRP has subscribed.*

3.AA17.4.1. INVOICING AND PAYMENT TERMS

The DSO specifies the invoicing and payment terms for the services

3.AA17.4.2. PENALTIES FOR LATE AND/OR NON-PAYMENT

The DSO specifies the penalties applied for non-payment of invoices

3.AA17.5. COMMUNICATION

All notifications served by one party to the other under this Contract must be addressed to the following designated correspondents:

FOR THE BALANCE RESPONSIBLE PARTY:

- **General correspondent:**

Correspondent	Mr/Mrs/Ms
Address	XXXX
Telephone number	
Fax	
E-mail	

- **Data exchange correspondent:**

Correspondent	Mr/Mrs/Ms
Address	XXXX
Telephone number	
Fax	
E-mail	

FOR THE DSO:

- **General correspondent:**

Correspondents	
Address	YYYY
Telephone number	
Fax	
E-mail	

3.AA17.6. SETTLEMENT OF DISPUTES

In the event of a dispute between the Parties, the terms of the General Provisions of the Rules shall apply.

Disputes between the parties may be submitted to the Commercial Tribunal of the city of …….

3.AA17.7. CALCULATION OF FIXED COMPENSATION IN THE EVENT OF UNFOUNDED CLAIMS

The DSO describes how it calculates the fixed compensation award in the event of an unfounded claim

Done in two original copies, in ……, on ……

For the Balance Responsible Party:	**For the DSO:**
Name and position of representative:	Name and position of representative:
Signature:	Signature:

SPECIAL CONDITIONS OF THE DSO-BRP CONTRACT

Contents

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1 - START DATE OF USE OF DAILY INDEX READINGS TO CALCULATE ESTIMATED LOAD CURVES FOR CONSUMPTION, GENERATION, AND POWER LOSSES

The DSO specifies the date [DD/MM/YYYY] from which it uses the daily index readings for the calculation of the Estimated Load Curves for consumption, generation and power losses.

2 - FORMULA FOR ESTIMATING DSO POWER LOSS LOAD CURVE

The DSO describes the formula it uses to estimate the Load Curve of its power losses. Starting on the date specified in Article 1, the DSO shall calculate its daily power losses by the difference between injection and consumption at the perimeter of its System.

3 - PROFILING THRESHOLD MANAGEMENT RULES

3.1 - CONSUMPTION SITES:

The DSO describes how it manages the Consumption Site Profiling threshold.

3.2 - INJECTION SITES:

The DSO describes how it manages the Injection Site Profiling threshold.

4 - METHOD FOR INCLUSION OF READINGS AND VALUE OF X IN THE CALCULATION OF IMBALANCES

In accordance with Appendix 3.AA24, the term “reading” means the energy measured between two index readings.

X designates the number of Weeks during which the readings are neutralized during the imbalance calculation workflow where the S-X method is used.

The DSO checks the box(es) corresponding to what it is using, and specifies an implementation start date if the overlapping method is used:

- ❑ Overlapping method as from DD/MM/YYYY [specify date]
- ❑ Or else the "S-X" method, where X takes the following value:
  - ❑ X = 3
  - ❑ X = 8

5 - START AND END DATES USED FOR CALCULATION OF USAGE FACTORS

In accordance with Appendix 3.AA24*, the DSO indicates in the special conditions of the DSO-BRP Contract the start and end dates of the readings included in the calculation of the Usage Factors.*

6 - FUD APPLICATION SCENARIO

In accordance with Appendix 3.AA25, the DSO applies the Default Usage Factor in the following cases:

(a) As part of the imbalance calculation:

The DSO checks the box or boxes corresponding to the case in which it applies the FUD

- ❑ If no reading dated before S-X and non-extreme is available
- ❑ For all creations of a new Site (in the direction of new connection)
- ❑ For all commissioning with a change of occupant
- ❑ Following all changes to Profile
- ❑ For a Site leaving a regulated sale tariff
- ❑ For a Site leaving a regulated purchase tariff

(b) As part of the Temporal Reconciliation process:

The DSO checks the box or boxes corresponding to the case in which it applies the FUD

- ❑ If no reading of date greater than D is available
- ❑ If no reading is available

(c) As part of the single imbalance workflow:

The DSO checks the box or boxes corresponding to the case in which it applies the FUD

- ❑ If no reading of date greater than D is available
- ❑ If no reading is available

7 - ROUNDING RULE USED WHEN CALCULATING THE ESTIMATED BRP LOAD CURVE

The DSO indicates the rounding rule it uses for the calculation of the Estimated BRP Load Curve.

8 - CASES WHERE THE DSO IS UNABLE TO APPLY THE FLOW RECONSTITUTION PROCESS PRINCIPLES DESCRIBED IN ARTICLES 3.R.2 AND 3.R.3 OF THE RULES

The DSO indicates the cases where it is unable to apply the principles described in Articles 3.R.2 and 3.R.3. *It describes the measures it applies in consequence.*

The Parties declare that they have taken note of the special conditions of the Contract and accept them.

Done in two original copies, in ……..……, on ……..……

For the Balance Responsible Party:	**For the DSO:**
Name and position of representative:	Name and position of representative:
Signature and stamp:	Signature and stamp:

3.AA18. DECLARATION OF PROCEDURE FOR THE IMPLEMENTATION OF SIMPLIFIED PROVISIONS

If the BRP signing the DSO-BRP Contract described in Appendix 3.AA17 is the completing BRP, add this Appendix.

BETWEEN:

XXXX, a …… company with capital of ……, with registered office at ……..., registered in the Trade and Companies Register of …… under no. ……, represented by Mr/Mrs/Ms …….. in their capacity as ……, duly authorized for this purpose, and hereinafter designated Balance Responsible Party (BRP),

OF THE FIRST PART,

AND

YYYY, a …… company with capital of ……, with registered office at ……..., registered in the Trade and Companies Register of …… under no. ……, represented by Mr/Mrs/Ms …….. in their capacity as ……, duly authorized for this purpose, and hereinafter designated Distribution System Operator (DSO),

OF THE SECOND PART,

Select one of the two procedures according to the situation:

Case 1: If no customer has exercised the right to choose its Supplier on the system of the Distribution System Operator:

YYY and XXX agree that the Load Curve assigned to the perimeter of Balancing Responsible Party XXX is equal to the Global Extraction from the System.

Case 2: If at least one customer has exercised the right to choose its Supplier on the system of the Distribution System Operator YYY, or if he customer itself has claimed eligibility for its power losses:

YYY and XXX agree that YYY:

- applies Profiling and the Imbalances workflow to all Balance Responsible Parties except one, XXX, designated “Completing Balance Responsible Party”.
- calculates and transmits its Load Curve for power losses to RTE, independently of the other Load Curves;
- calculates and transmits to RTE the remotely read generation Load Curve to be assigned to XXX;
- calculates and transmits to RTE the estimated generation Load Curve to be assigned to XXX;
- calculates and transmits to RTE the Estimated consumption Load Curve to be allocated to the perimeter of XXX, restricted to customers who have exercised their right to choose their Supplier;
- calculates and transmits to RTE the remotely read consumption Load Curve to be assigned to XXX. This curve is calculated as follows:
    - Remotely-read consumption balance corrected for balancing operations, load reductions and shifted loads achieved by Remotely Read Consumption Sites applying the Corrected Payment Model, defined as:
        - the sum of the consumption values minus the sum of the injection values measured at the boundaries of the DSO’s system,
        - plus, as applicable, the sum of the upward balancing operation volumes on all Consumption Sites applying the Corrected Payment Model and connected to the DSO’s system,
        - plus, as applicable, the sum of the load reduction volumes on all Consumption Sites applying the Corrected Payment Model and connected to the DSO’s system,
        - minus, as applicable, the sum of the load shifted volumes on all Consumption Sites applying the Corrected Payment Model and connected to the DSO’s system,
        - minus, as applicable, the sum of the downward balancing operation volumes on all Consumption Sites applying the Corrected Payment Model and connected to the DSO’s system,
    - minus the sum of the following Consumption terms:
        - sum of the Estimated and Remotely Read Consumption Load Curves of the BRPs, with the exception of the completing BRP,
        - the estimated power loss Load Curve of the DSO,
        - the Estimated Consumption Load Curve of the completing BRP, restricted to customers who have exercised the right to choose their Supplier

- plus the sum of the following Injection terms:
  - Estimated and Remotely Read Generation Load Curves of the Balance Responsible Parties with the exception of the completing BRP,
  - the Remotely-Read Generation Load Curve of the completing BRP,
  - the Estimated Generation Load Curve of the completing BRP.

Note that the balancing volumes correspond to:

- an estimate made by the DSO before transmission by RTE of the Volumes Attributed by Site;
- then to the Volumes Attributed by Site for balancing purposes, as transmitted by RTE in accordance with the provisions of Chapter 2.

Note that load reduction and shifted load volumes correspond:

- to an estimate made by the DSO before transmission by RTE of the Achieved Load Reduction Time Series and the Achieved Shifted Load Time Series by Site;
- then to the Achieved Load Reduction Time Series and the Achieved Shifted Load Time Series as transmitted by RTE in accordance with the last paragraph of Article 9.3.3 of the NEBEF Rules.

These simplified provisions shall apply from [date] until [date].

For the Balance Responsible Party:	**For the DSO:**
Name and position of representative:	Name and position of representative:
Signature and stamp:	Signature and stamp:

3.AA19. LIST OF PROFILES

Note on hours relating to sub-profiles

The volume of hours corresponding to each sub-profile is merely indicative. It corresponds to the hours during which the meter allocates the measured energy to a substation liable to seasonal fluctuation during a typical year, with 22 days of Mobile Period. It may vary from year to year, depending on whether or not the year is a leap year, on the days on which public holidays fall, and on the number of mobile days observed for the profiles concerned. The detailed conditions for assigning the Profiles, described in Appendix 3.AA20, enable the operative number of hours to be specified.

Profile RES1

This Profile concerns Consumption sites qualified as “residential”, supplied at low voltage, with subscribed power of 6 kVA or less. It has a single sub-profile:

- RES1-P1 year-round base

Profile RES11

This Profile concerns Consumption sites qualified as “residential”, supplied at low voltage, with subscribed power strictly greater than 6 kVA and less than or equal to 36 kVA. It has a single sub-profile:

- RES11-P1 year-round base

Profile RES1WE

This Profile concerns Consumption sites qualified as “residential”, supplied at low voltage, with subscribed power of 6 kVA or less. It comprises 2 sub-profiles:

- RES1WE-P1 Weekday hours for 6048 hours in the year
- RES1WE-P2 Weekend hours for 2712 hours in the year

Profile RES11WE

This Profile concerns Consumption sites qualified as “residential”, supplied at low voltage, with subscribed power strictly greater than 6 kVA and less than or equal to 36 kVA. It comprises 2 sub-profiles:

- RES11WE-P1 Weekday hours for 6048 hours in the year
- RES11WE-P2 Weekend hours for 2712 hours in the year

Profile RES2

This Profile concerns Consumption sites qualified as “residential”, supplied at low voltage, with subscribed power of 36 kVA or less. It comprises 2 sub-profiles:

- RES2-P1 Peak hours for 5840 hours in the year
- RES2-P2 Off-peak hours for 2920 hours in the year

Profile RES2WE

This Profile is to be eliminated on 6 July 2024. No new assignments may be made to this Profile after this date.

This Profile concerns Consumption sites qualified as “residential”, supplied at low voltage, with subscribed power of 36 kVA or less. It comprises 3 sub-profiles:

- RES2WE-P1 Peak hours for 4032 hours in the year
- RES2WE-P2 Off-peak hours for 2016 hours in the year
- RES2WE-P3 Weekend hours for 2712 hours in the year

Profile RES22WE

This Profile concerns Consumption sites qualified as “residential”, supplied at low voltage, with subscribed power of 36 kVA or less. It comprises 4 sub-profiles:

- RES22WE-P1 Peak hours for 4032 hours in the year
- RES22WE-P2 Off-peak hours for 2016 hours in the year
- RES22WE-P3 Weekend peak hours for 1808 hours in the year
- RES22WE-P4 Weekend off-peak hours for 904 hours in the year

Profile RES3

This Profile concerns Consumption sites qualified as “residential”, supplied at low voltage, with subscribed power of 36 kVA or less. It comprises 6 sub-profiles:

- RES3-P1 Off-peak hours (Blue) for 2400 hours in the year
- RES3-P2 Peak hours (Blue) (4800 h)
- RES3-P3 Off-peak hours (344 h)
- RES3-P4 Peak hours (White) (688 h)
- RES3-P5 Off-peak hours (Red) (176 h)
- RES3-P6 Peak hours (Red) (352 h)

Profile RES4

This Profile concerns Consumption sites qualified as “residential”, supplied at low voltage, with subscribed power of 36 kVA or less. It comprises 2 sub-profiles:

- RES4-P1 Mobile peak for 396 hours in the year
- RES4-P2 Off-peak hours for 8364 hours

Profile RES5

This Profile concerns Consumption sites qualified as “residential”, supplied at low voltage, with subscribed power of 36 kVA or less. It comprises 4 sub-profiles:

- RES5-P1 Peak hours high season for 2416 hours in the year
- RES5-P2 Off-peak hours high season for 1208 hours in the year
- RES5-P3 Peak hours low season for 3424 hours in the year
- RES5-P4 Off-peak hours low season for 1712 hours in the year

Profile PRO1

This Profile concerns Consumption sites qualified as “professional”, supplied at low voltage, with subscribed power of 36 kVA or less. It has a single sub-profile:

- PRO1-P1 year-round base

Profile PRO1WE

This Profile concerns Consumption sites qualified as “professional”, supplied at low voltage, with subscribed power of 36 kVA or less. It comprises 2 sub-profiles:

- PRO1WE-P1 Weekday hours for 6048 hours in the year
- PRO1WE-P2 Weekend hours for 2712 hours in the year

Profile PRO2

This Profile concerns Consumption sites qualified as “professional”, supplied at low voltage, with subscribed power of 36 kVA or less. It comprises 2 sub-profiles:

- PRO2-P1 Peak hours for 5840 hours in the year
- PRO2-P2 Off-peak hours for 2920 hours in the year

Profile PRO2WE (Profile discontinued as of 1/7/2018)

This Profile concerns Consumption sites qualified as “professional”, supplied at low voltage, with subscribed power of 36 kVA or less. It comprises 3 sub-profiles:

- PRO2WE-P1 Peak hours for 4032 hours in the year
- PRO2WE-P2 Off-peak hours for 2016 hours in the year
- PRO2WE-P3 Weekend hours for 2712 hours in the year

Profile PRO22WE

This Profile concerns Consumption sites qualified as “professional”, supplied at low voltage, with subscribed power of 36 kVA or less. It comprises 4 sub-profiles:

- PRO22WE-P1 Peak hours for 4032 hours in the year
- PRO22WE-P2 Off-peak hours for 2016 hours in the year
- PRO22WE-P3 Weekend peak hours for 1808 hours in the year
- PRO22WE-P4 Weekend off-peak hours for 904 hours in the year

Profile PRO3

This Profile concerns Consumption sites qualified as “professional”, supplied at low voltage, with subscribed power of 36 kVA or less. It comprises 6 sub-profiles:

- PRO3-P1 Off-peak hours (Blue) for 2400 hours in the year
- PRO3-P2 Peak hours (Blue) (4800 h)
- PRO3-P3 Off-peak hours (White) (344 h)
- PRO3-P4 Peak hours (White) (688 h)
- PRO3-P5 Off-peak hours (Red) (176 h)
- PRO3-P6 Peak hours (Red) (352 h)

Profile PRO4

This Profile concerns Consumption sites qualified as “professional”, supplied at low voltage, with subscribed power of 36 kVA or less. It comprises 2 sub-profiles:

- PRO4-P1 Mobile peak for 396 hours in the year
- PRO4-P2 Off-peak hours for 8364 hours

Profile PRO5

This Profile concerns Consumption sites qualified as “professional” and “public lighting and similar”, delivered in low voltage, with subscribed power of 36 kVA or less. It has a single sub-profile:

- PRO5-P1 year-round base

Profile PRO6

This Profile concerns Consumption sites qualified as “professional”, supplied at low voltage, with subscribed power of 36 kVA or less. It comprises 4 sub-profiles:

- PRO6-P1 Peak hours high season for 2416 hours in the year
- PRO6-P2 Off-peak hours high season for 1208 hours in the year
- PRO6-P3 Peak hours low season for 3424 hours in the year
- PRO6-P4 Off-peak hours low season for 1712 hours in the year

Profile ENT1

This Profile concerns Consumption Sites supplied at low voltage, with subscribed power between 36 and 250 kVA. It comprises 4 sub-profiles:

- ENT1-P1 Peak hours Winter for 2416 hours in the year
- ENT1-P2 Off-peak hours Winter (1208 h)
- ENT1-P3 Peak hours Summer (3424 h)
- ENT1-P4 Off-peak hours Summer (1712 h)

Profile ENT2

This Profile concerns Consumption Sites supplied at low voltage, with subscribed power between 36 and 250 kVA. It comprises 4 sub-profiles:

- ENT2-P1 Mobile peak for 396 hours in the year
- ENT2-P2 Winter hours (3228 h)
- ENT1-P3 Peak hours Summer (3424 h)
- ENT1-P4 Off-peak hours Summer (1712 h)

Profile ENT3

This Profile concerns high voltage Consumption sites. It comprises 5 sub-profiles:

- ENT3-P1 Peak for 309 hours in the year
- ENT3-P2 Peak hours Winter (1762 h)
- ENT3-P3 Off-peak hours Winter (1553 h)
- ENT3-P4 Peak hours Summer (2940 h)
- ENT3-P5 Off-peak hours Summer (2201 h)

Profile ENT4

This Profile concerns high voltage Consumption sites. It comprises 4 sub-profiles:

- ENT4-P1 Mobile peak for 396 hours in the year
- ENT4-P2 Winter hours (3228 h)
- ENT4-P3 Peak hours Summer (2935 h)
- ENT4-P4 Off-peak hours Summer (2201 h)

Profile ENT5

This Profile concerns high voltage Consumption sites. It comprises 8 sub-profiles:

- ENT5-P1 Peak for 249 hours in the year
- ENT5-P2 Peak hours Winter (872 h)
- ENT5-P3 Peak hours half-season (745 h)
- ENT5-P4 Off-peak hours Winter (1039 h)
- ENT5-P5 Off-peak hours half-season (719 h)
- ENT5-P6 Peak hours Summer (1870 h)
- ENT5-P7 Off-peak hours Summer (1778 h)
- ENT5-P8 July-August (1488h)

Profile ENT6

This Profile concerns high voltage Consumption sites. It comprises 6 sub-profiles:

- ENT6-P1 Mobile peak for 396 hours in the year
- ENT6-P2 Winter hours (1880 h)
- ENT6-P3 Half-season hours (1348 h)
- ENT6-P4 Peak hours Summer (1870 h)
- ENT6-P5 Off-peak hours Summer (1778 h)
- ENT6-P6 July-August (1488 h)

Profile ENT7

This Profile concerns high voltage Consumption sites. It comprises 5 sub-profiles:

- ENT7-P1 Mobile peak for 220 hours in the year
- ENT7-P2 Peak hours high season (1849 h)
- ENT7-P3 Off-peak Hours high season (1555 h)
- ENT7-P4 Peak hours low season (2935 h)
- ENT7-P5 Off-peak hours low season (2201 h)

Profile PRD1

This Profile applies to Injection Sites with hydropower generation facilities. It has a single sub-profile:

– PRD1-P1 Year-round base

Profile PRD2

This Profile applies to Injection Sites with cogeneration production facilities. It has a single sub-profile:

– PRD2-P1 Year-round base

Profile PRD3

This Profile applies to Injection Sites with photovoltaic generation facilities. It has a single sub-profile:

– PRD3-P1 Year-round base

Profile PRD4

This Profile applies to Injection Sites with a generation facility other than Hydropower, Cogeneration or Photovoltaic. It has a single sub-profile:

– PRD4-P1 Year-round base

3.AA20. METHOD FOR ASSIGNMENT OF PROFILES

3.AA20.1. Consumption Sites

The correspondence between the measurement structure of the metering device, the qualification, the maximum power subscribed and the Profile is summarized in the following table and supplemented by Profile in the remainder of the Appendix.

When the meter measures energy according to several different structures (in the case of meters measuring according to the TURPE public electricity network tariff, on the one hand, and according to the sale offer structure on the other), the structure considered is the structure programmed at the request of the supplier to measure according to the seasonal substations in its sale offer.

<table>
<tr><th>DELIVERY VOLTAGE</th><th colspan="2">QUALIFICATION</th><th colspan="2">MEASUREMENT STRUCTURE</th><th>PROFILE</th></tr>
<tr><td rowspan="14">Consumption Site supplied at Low Voltage with a subscribed power (PS) of 36 kVA or less</td><td colspan="2" rowspan="8">Residential</td><td rowspan="2">1 dial</td><td>PS<=6kVA</td><td>RES1</td></tr>
<tr><td>PS > 6kVA</td><td>RES11</td></tr>
<tr><td rowspan="2">2 dials type WE</td><td>PS<=6kVA</td><td>RES1WE</td></tr>
<tr><td>PS > 6kVA</td><td>RES11WE</td></tr>
<tr><td colspan="2">2 HP/HC dials</td><td>RES2</td></tr>
<tr><td colspan="2">3 HP/HC + WE dials</td><td>RES2WE
Discontinued on 06/07/24</td></tr>
<tr><td colspan="2">4 HP/HC type dials x Week/WE</td><td>RES22WE</td></tr>
<tr><td colspan="2">6 dials with PM 6h-22h</td><td>RES3</td></tr>
<tr><td colspan="2">2 dials with PM 7h-1h</td><td>RES4</td></tr>
<tr><td colspan="2">4 HP/HC x SH/SB dials</td><td>RES5</td></tr>
<tr><td rowspan="6">Professional</td><td rowspan="6"></td><td colspan="2">1 dial</td><td>PRO1</td></tr>
<tr><td colspan="2">2 dials type WE</td><td>PRO1WE</td></tr>
<tr><td colspan="2">2 HP/HC dials</td><td>PRO2</td></tr>
<tr><td colspan="2">3 HP/HC + WE dials</td><td>PRO2WE
Discontinued on 1/7/2018</td></tr>
<tr><td colspan="2">4 HP/HC type dials x Week/WE</td><td>PRO22WE</td></tr>
<tr><td colspan="2">6 dials with PM 6h-22h</td><td>PRO3</td></tr>
<tr><td colspan="2">2 dials with PM 7h-1h</td><td>PRO4</td></tr>
<tr><td colspan="2">Without full metering system</td><td>PRO5</td></tr>
</table>

			4 HP/HC x SH/SB dials	PRO6
		Public lighting and similar	1 dial	PRO5
			Without full metering system	PRO5
Consumption site supplied at low Voltage with subscribed power between 36 and 250 kVA			4 dials without PM	ENT1
			4 dials with PM 7h-1h	ENT2
Consumption Site supplied at MV			5 dials without PM	ENT3
			4 dials with PM 7h-1h	ENT4
			8 dials without PM	ENT5
			6 dials with PM 7h-1h	ENT6
			5 dials with PM 7h-15h+18h-20h	ENT7

Profile RES1

Profile RES1 is applicable for measurement structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power of 6 kVA or less,
- qualified Residential sites,
- 1-dial P1 measuring structures measuring all year round.

Profile RES11

Profile RES11 is applicable for measuring structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power above 6 kVA and not exceeding 36 kVA,
- qualified Residential sites,
- 1-dial P1 measuring structures measuring all year round.

Profile RES1WE

Profile RES1WE is applicable for measuring structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power of 6 kVA or less,
- qualified Residential sites,
- 2-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dial P1 measures weekday hours, every hour from Monday to Friday, excluding public holidays,
- Dial P2 measures weekend hours, every hour on Saturdays, Sundays and public holidays.

Profile RES11WE

Profile RES11WE is applicable for measuring structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power above 6 kVA and not exceeding 36 kVA,
- qualified Residential sites,
- 2-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dial P1 measures weekday hours, every hour from Monday to Friday, excluding public holidays,
- Dial P2 measures weekend hours, every hour on Saturdays, Sundays and public holidays.

Profile RES2

Profile RES2 is applicable for measuring structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power of 36 kVA or less,
- qualified Residential sites,
- 2-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dial P1 measures peak hours in the number of 16 hours per day,
- Dial P2 measures off-peak hours in the number of 8 hours per day, possibly non-contiguous, fixed locally by the public distribution system operator according to operating conditions on the public systems.

Profile RES2WE

This Profile is to be eliminated on 6 July 2024. No new assignments may be made to this Profile after this date.

The RES2WE profile is applicable for measuring structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power of 36 kVA or less,
- qualified Residential sites,
- 3-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dial P1 measures peak hours in the number of 16 hours per day,

- Dial P2 measures off-peak hours in the number of 8 hours per day, possibly non-contiguous, fixed locally by the public distribution system operator according to operating conditions on the public systems.
- Dials P1 and P2 measure peak hours and off-peak hours from Monday to Friday, excluding public holidays,
- Dial P3 measures weekend hours, every hour on Saturdays, Sundays and public holidays.

Profile RES22WE

Profile RES22WE is applicable for measurement structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power of 36 kVA or less,
- qualified Residential sites,
- 4-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dials P1 and P3 measure peak hours in the number of 16 hours per day,
- Dials P2 and P4 measure off-peak hours in the number of 8 hours per day, possibly non-contiguous, fixed locally by the public distribution system operator according to operating conditions on the public systems.
- Dials P1 and P2 measure the days from Monday to Friday, excluding public holidays,
- Dials P3 and P4 dials measure Saturdays, Sundays and public holidays.

Profile RES3

Profile RES3 is applicable for measurement structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power of 36 kVA or less,
- qualified Residential sites,
- 6-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dials P1, P3 and P5 measure off-peak hours in the number of 8 hours per day, from 22:00 to 06:00,
- Dials P2, P4 and P6 measure peak hours in the number of 16 hours per day,
- Dials P1 and P2 measure Blue Period days which can be activated all year round. Activation of a Blue Period consists of the consecutive activation of a P2 dial and a P1 dial.
- Dials P3 and P4 measure White Period days, which can be activated in a minimum of 35 days and a maximum of 55 days between 1 September and 31 August, except Sundays. Activation of a White Period consists of the consecutive activation of a P4 dial and a P3 dial.

- Dials P5 and P6 measure Red Period days, which can be activated in a minimum of 10 days and a maximum of 26 days between 1 November and 31 March, Monday to Friday. Activation of a Red Period consists of the consecutive activation of a P6 dial and a P5 dial.

Profile RES4

Profile RES4 is applicable for measurement structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power of 36 kVA or less,
- qualified Residential sites,
- 2-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dial P1 measures the Mobile Peak, which can be activated in a minimum of 10 days and a maximum of 26 days between 1 November and 31 March, for 18 consecutive hours, from 07:00 to 01:00 on the following day.
- Dial P2 measures off-peak hours for the rest of the year.

Profile RES5

Profile RES5 is applicable for measurement structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power of 36 kVA or less,
- qualified Residential sites,
- 4-dial measuring structures with the characteristics defined below.
- Dials have the following characteristics:
- Dials P1 and P3 measure peak hours in the number of 16 hours per day,
- Dials P2 and P4 measure off-peak hours in the number of 8 hours per day, possibly non-contiguous, fixed locally by the public distribution system operator according to operating conditions on the public systems,
- Dials P1 and P2 measure High Season Periods, consisting of the Months of December to February, and of 61 days, distributed by the public distribution system operator, so that the High Season does not consist of more than three separate periods in the same calendar year. By default, the High Season runs from November to March.
- Dials P3 and P4 measure the Low Season Periods (the rest of the year).

Profile PRO1

Profile PRO1 is applicable for measurement structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power of 36 kVA or less,
- qualified Professional sites,
- 1-dial P1 measuring structures measuring all year round.

Profile PRO1WE

Profile PRO1WE is applicable for measurement structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power of 36 kVA or less,
- qualified Professional sites,
- 2-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dial P1 measures weekday hours, every hour from Monday to Friday, excluding public holidays,
- Dial P2 measures weekend hours, every hour on Saturdays, Sundays and public holidays.

Profile PRO2

Profile PRO2 is applicable for measurement structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power of 36 kVA or less,
- qualified Professional sites,
- 2-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dial P1 measures peak hours in the number of 16 hours per day,
- Dial P2 measures off-peak hours in the number of 8 hours per day, possibly non-contiguous, fixed locally by the public distribution system operator according to operating conditions on the public systems.

Profile PRO2WE (Profile discontinued on 1/7/2018)

Profile PRO2WE is applicable for measurement structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power of 36 kVA or less,
- qualified Professional sites,
- 3-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dial P1 measures peak hours in the number of 16 hours per day,
- Dial P2 measures off-peak hours in the number of 8 hours per day, possibly non-contiguous, fixed locally by the public distribution system operator according to operating conditions on the public systems.

- Dials P1 and P2 measure peak hours and off-peak hours from Monday to Friday, excluding public holidays,
- Dial P3 measures weekend hours, every hour on Saturdays, Sundays and public holidays.

Profile PRO22WE

Profile PRO22WE is applicable for measurement structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power of 36 kVA or less,
- qualified Professional sites,
- 4-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dials P1 and P3 measure peak hours in the number of 16 hours per day,
- Dials P2 and P4 measure off-peak hours in the number of 8 hours per day, possibly non-contiguous, fixed locally by the public distribution system operator according to operating conditions on the public systems.
- Dials P1 and P2 measure the days from Monday to Friday, excluding public holidays,
- Dials P3 and P4 dials measure Saturdays, Sundays and public holidays.

Profile PRO3

Profile PRO3 is applicable for measurement structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power of 36 kVA or less,
- qualified Professional sites,
- 6-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dials P1, P3 and P5 measure off-peak hours in the number of 8 hours per day, from 22:00 to 06:00,
- Dials P2, P4 and P6 measure peak hours in the number of 16 hours per day,
- Dials P1 and P2 measure Blue Period days which can be activated all year round. Activation of a Blue Period consists of the consecutive activation of a P2 dial and a P1 dial.
- Dials P3 and P4 measure White Period days, which can be activated in a minimum of 35 days and a maximum of 55 days between 1 September and 31 August, except Sundays. Activation of a White Period consists of the consecutive activation of a P4 dial and a P3 dial.
- Dials P5 and P6 measure Red Period days, which can be activated in a minimum of 10 days and a maximum of 26 days between 1 November and 31 March, Monday to Friday. Activation of a Red Period consists of the consecutive activation of a P6 dial and a P5 dial.

Profile PRO4

Profile PRO4 is applicable for measurement structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power of 36 kVA or less,
- qualified Professional sites,
- 2-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dial P1 measures the Mobile Peak, which can be activated in a minimum of 10 days and a maximum of 26 days between 1 November and 31 March, for 18 consecutive hours, from 07:00 to 01:00 on the following day.
- Dial P2 measures off-peak hours for the rest of the year.

Profile PRO5

Profile PRO5 is applicable for measurement structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power of 36 kVA or less,
- Qualified Professional sites and Public Lighting and Similar,
- sites whose consumption is not impacted by climate contingencies,
- sites whose annual night consumption is equal to or greater than daytime or banner type consumption,
- 1-dial measuring structure or exceptionally without a full metering system.

Among the uses eligible for PRO5: street lighting, permanent public lighting (tunnels, traffic lights), telephone booths, advertising panels, telephone relays, remote monitoring equipment, route indicators of the RATP type, radar, permanent luminous display panels.

Profile PRO6

Profile PRO6 is applicable for measurement structures and sites with all of the following characteristics:

- Low Voltage Consumption sites with subscribed power of 36 kVA or less,
- qualified Professional sites,
- 4-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dials P1 and P3 measure peak hours in the number of 16 hours per day,

- Dials P2 and P4 measure off-peak hours in the number of 8 hours per day, possibly non-contiguous, fixed locally by the public distribution system operator according to operating conditions on the public systems,
- Dials P1 and P2 measure High Season Periods, consisting of the Months of December to February, and of 61 days, distributed by the public distribution system operator, so that the High Season does not consist of more than three separate periods in the same calendar year. By default, High Season runs from November to March.
- Dials P3 and P4 measure the Low Season Periods (the rest of the year).

Profile ENT1

Profile ENT1 is applicable for measurement structures and sites with all of the following characteristics:

- Low Voltage consumption sites with subscribed power greater than 36 kVA and less than 250 kVA,
- 4-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dials P1 and P3 measure peak hours in the number of 16 hours per day,
- Dials P2 and P4 measure off-peak hours in the number of 8 hours per day, on consecutive days or divided into two periods, fixed locally by the public distribution system operator according to operating conditions on the public systems,
- Dials P1 and P2 measure the Winter Periods, from November to March,
- Dials P3 and P4 measure the Summer Periods, from April to October.

In cases where the energy is metered with a single 5-dial measuring structure and the site has subscribed to the LV >36 kVA Long Use transmission tariff option, the period P1 described above is an aggregation of two different dials.

Profile ENT2

Profile ENT2 is applicable for measurement structures and sites with all of the following characteristics:

- Low Voltage consumption sites with subscribed power greater than 36 kVA and less than 250 kVA,
- 4-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dial P1 measures the Mobile Peak, which can be activated in a minimum of 10 days and a maximum of 26 days per calendar year, in the months of Jan/Feb/Mar and Nov/Dec, for 18 consecutive hours, from 07:00 to 01:00 on the following day,
- Dial P2 measures the Winter Hours for the rest of the winter, between 1 November and 31 March,

- Dial P3 measures peak hours, 16 hours per day,
- Dial P4 measures off-peak hours in the number of 8 hours per day, on consecutive days or divided into two periods, fixed locally by the public distribution system operator according to operating conditions on the public systems,
- Dials P3 and P4 measure the Summer Periods, from April to October.

Profile ENT3

Profile ENT3 is applicable for measurement structures and sites with all of the following characteristics:

- High Voltage Consumption Sites,
- 5-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dial P1 measures the Peak, from December to February, for 2 hours in the morning in the 08:00 to 12:00 range, and for 2 hours in the evening in the 17:00 to 21:00 range, fixed by the public distribution system operator,
- Dials P3 and P5 measure off-peak hours in the number of 8 hours per day, on consecutive days or divided into two periods, fixed locally by the public distribution system operator according to operating conditions on the public systems, Sundays are entirely off-peak.
- Dials P2 and P4 measure peak hours at all other times,
- Dials P1, P2 and P3 measure the Winter Periods, from November to March,
- Dials P4 and P5 measure the Summer Periods, from April to October.

Profile ENT4

Profile ENT4 is applicable for measurement structures and sites with all of the following characteristics:

- High Voltage Consumption Sites,
- 4-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dial P1 measures the Mobile Peak, which can be activated in a minimum of 10 days and a maximum of 26 days per calendar year, in the months of Jan/Feb/Mar and Nov/Dec, for 18 consecutive hours, from 07:00 to 01:00 on the following day,
- Dial P2 measures the Winter Hours for the rest of the winter, between 1 November and 31 March,
- Dials P4 measure off-peak hours in the number of 8 hours per day, on consecutive days or divided into two periods, fixed locally by the public distribution system operator according to operating conditions on the public systems,
- Dials P3 measure peak hours at all other times,
- Dials P3 and P4 measure the Summer Periods, from April to October.

Profile ENT5

Profile ENT5 is applicable for measurement structures and sites with all of the following characteristics:

- High Voltage Consumption Sites,
- 8-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dial P1 measures the Peak, from December to February, for 2 hours in the morning in the 08:00 to 12:00 range, and for 2 hours in the evening in the 17:00 to 21:00 range, fixed by the public distribution system operator,
- Dials P4, P5 and P7 measure off-peak hours, in the number of 6 hours per day in the 23:30 to 07:30 range, fixed by the public distribution system operator. Saturdays, Sundays and public holidays are entirely off-peak.
- Dials P2, P3 and P6 measure peak hours at all other times,
- Dial P8 measures the July-August period, every hour in July and August,
- Dials P1, P2 and P4 measure the Winter Periods, from December to February,
- Dials P3 and P5 measure the Half-season periods, the months of March and November,
- Dials P6 and P7 measure the Summer Periods, from April to June and from September to October.

Profile ENT6

Profile ENT6 is applicable for measurement structures and sites with all of the following characteristics:

- High Voltage Consumption Sites,
- 6-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dial P1 measures the Mobile Peak, which can be activated in a minimum of 10 days and a maximum of 26 days per calendar year, in the months of Jan/Feb/Mar and Nov/Dec, for 18 consecutive hours, from 07:00 to 01:00 on the following day,
- Dial P2 measures the Winter Hours, at all other times, from December to February,
- Dial P3 measures the Half-season hours, at all other times, in March and November,
- Dial P5 measures summer off-peak hours, from April to June and from September to October, in the number of 6 hours per day in the 23:30 to 07:30 range, fixed by the public distribution system operator. Saturdays, Sundays and public holidays in this period are entirely off-peak.
- Dial P4 measures peak hours, at all other times, from April to June and from September to October,
- Dial P6 measures the July-August period, every hour in July and August.

Profile ENT7

Profile ENT7 is applicable for measurement structures and sites with all of the following characteristics:

- High Voltage Consumption Sites,
- 5-dial measuring structures with the characteristics defined below.

Dials have the following characteristics:

- Dial P1 measures the Mobile Peak, which can be activated in a minimum of 1 day and a maximum of 26 days per calendar year, in the months of Jan/Feb/Mar and Nov/Dec, for 10 hours per day, from 07:00 to 15:00 and from 18:00 to 20:00,
- Dials P3 and P5 measure off-peak hours in the number of 8 hours per day, on consecutive days or divided into two periods, fixed locally by the public distribution system operator according to operating conditions on the public systems, Sundays are entirely off-peak.
- Dials P2 and P4 measure peak hours at all other times,
- Dials P2 and P3 measure High Season Periods, consisting of the Months of December to February, and of 61 days, distributed by the public distribution system operator, so that the High Season does not consist of more than three separate periods in the same calendar year. By default, the High Season runs from November to March.
- Dials P4 and P5 measure the Low Season Periods (the rest of the year).

3.AA20.2. Injection Sites

Injection Site Profiles are not defined according to the measurement structure of the metering system but according to the type of generation declared by the producer and the BRP in the attachment agreement: hydropower, cogeneration, photovoltaic or other.

3.AA20.3. Dynamic Profiles

Dynamic versions are built for certain Profiles.

The table below indicates, for each Profile, if a dynamic version exists and the date on which it is initialized.

PROFILE	DYNAMIC VERSION	INITIALIZATION DATE
RES1	YES	1/7/2018
RES11	YES	1/7/2018
RES1WE	YES	6/07/2024
RES11WE	YES	6/07/2024
RES2	YES	1/7/2018
RES2WE	NO	-

RES22WE	YES	6/07/2024
RES3	YES	4/7/2020
RES4	YES	4/7/2020
RES5	YES	6/07/2024
PRO1	YES	1/7/2018
PRO1WE	NO	-
PRO2	YES	1/7/2018
PRO2WE	NO	-
PRO22WE	NO	-
PRO3	YES	4/7/2020
PRO4	YES	4/7/2020
PRO5	YES	4/7/2020
PRO6	YES	6/07/2024
ENT1	NO	-
ENT2	NO	-
ENT3	NO	-
ENT4	NO	-
ENT5	NO	-
ENT6	NO	-
ENT7	NO	-
PRD1	NO	-
PRD2	NO	-
PRD3	YES	4/7/2020
PRD4	NO	-

3.AA21. METHOD OF ACCOUNTING FOR WEATHER HAZARDS

The following calculation method has been developed for flow reconstitution process calculations at 30-minute intervals. From date RE_{19}, a 15-Minute Interval is adopted by applying a principle of simplicity in proportion to the gravity of the issue. This method will in fact be used to process only a very marginal fraction of the profiled sites: those modelled by static profiling.

3.AA21.1. Taking account of the weather hazard for profiled consumption and generation

“Weather hazard” designates the impact on consumption and generation of the difference between an actual weather situation and a reference weather situation.

A meteorological situation is defined by many parameters, e.g. atmospheric pressure, humidity, temperature, wind (direction and speed), rainfall, sunshine etc., each of which can be measured at different geographical locations and time scales.

The relations between these various parameters and profiled consumption and generation patterns are extremely complex, and no model can describe them perfectly. In France, the situation is all the more complex as the weather is highly variable: geographically, seasonally, and daily. Also, the behaviour of equipment and Sites in the face of weather hazards can vary greatly.

For the flow reconstitution process and Profiling, the challenge is to find a compromise between the accuracy of the representation of the weather hazard and the simplicity of implementation. The robustness of the method is also an element that must be taken into account: consistency with consumption and generation processing models, taking into account all possible cases.

The method selected considers only the temperature and solar radiation parameters, which are those with by far the greatest impact in terms of energy on profiled consumption and generation respectively, the latter coming for the most part from the photovoltaic sector. Moreover, these parameters are - relatively - easy to acquire and process.

The relation implemented between photovoltaic generation and solar radiation assumes a quadratic dependency link: generation in the actual meteorological case is more accurately modelled as the product of photovoltaic generation under reference conditions and a degree 2 polynomial correction term for solar radiation, the coefficients of which are determined by a regression model.

The relation implemented between consumption and temperature assumes that the consumption variation around the reference consumption level is proportional to the temperature variation around the reference temperature.

This coefficient of proportionality is called a “temperature gradient”; it reflects the variation in consumption linked to a variation of 1°C in temperature.

In practice, the gradient is the slope of the point cloud on a graph plotting temperature on the x-coordinate and the corresponding consumption of the group of sites studied on the y-coordinate.

Observations of this point cloud did not reveal the so-called “overheating” gradient for very cold temperatures; therefore, this is not taken into account.

The “air conditioning” gradient, which might be expected to appear at high temperatures, has not yet been widely observed, so it will not be taken into account in the present state of the available data.

The “consumption vs temperature” point cloud therefore comes down to 2 segments:

– Below a threshold “heating” temperature: the variation in consumption is proportionate to the variation in temperature,

– Above this threshold temperature: consumption is not impacted by temperature variation.

Furthermore, the calculation of the gradient demonstrates the need to take into account the inertia of consumption with respect to the temperature variations. This inertia requires a “smoothing” of the temperatures designed to delay and attenuate temperature variation amplitudes.

The method for taking account of the weather hazard for profiled consumption and generation requires the following operations, which are detailed in the following paragraphs:

– Determine temperature and radiation representative of the weather situation of France, reckoned in terms of power consumption and generation. For this purpose, a basket of 32 weather stations is used, the average of which, weighted by neighbouring electricity consumption and generation respectively, is assumed to be representative of a fictitious “France”[13] weather station. For generation, we use a “proxy” of solar radiation, designated “pseudo-radiation”, deduced from the cloud cover.

– Take into account the reference weather situation

– Calculate the weather hazard per se

3.AA21.2. Determining “achieved pseudo-radiation for France”

1. Every three hours, Météo France measures the cloud cover at 32 weather stations, Ni (i varying from 1 to 32) and rates it on a scale of 0 to 8. These values, which correspond to the times 00:00, 03:00, 06:00, 09:00, 12:00, 15:00, 18:00 and 21:00, are given in UTC time, and range from 0 (clear sky) to 8 (dense fog with sky concealed)
2. Each station is assigned an electrical weighting coefficient ki, modelling the weight in percentage of the attached profiled photovoltaic generation. The 32 coefficients constitute a constant reference (ki, i = 1 to 32)
3. 8 three-hourly cloud cover ratings, representative of a fictitious weather station called “France”, are then calculated using the formula:

$$NF = k_1 \times N_1 + k_2 \times N_2 + \cdots + k_{32} \times N_{32}$$

4. A linear interpolation is applied to the three-hour “France” cloud cover rating to obtain a cloud cover rating for each half-hour interval in the day. In this way we obtain 48 cloud cover values, at half-hour intervals, for weather station “France”.

The achieved Pseudo-radiation for “France”, which is a proxy for solar radiation, is calculated on the basis of the actual cloud cover for “France” by applying the formula:

$$\tilde{R} = \frac{(100 - 12{,}5 \times NF)}{100}$$

5. These values, calculated in UTC, are changed to legal time.

[13]Remember that, from a meteorologist’s point of view, averaging temperatures and radiation across separate stations is an operation that makes no sense.

6. From date RE_{19}, the above values are converted to 15-Minute Intervals by "copying" the Half-Hourly values. For each of the 48 half-hour intervals in the day, the value between H and H+30' is thus duplicated on each of the 15-minute time intervals: H - H+15' and H+15' - H+30'.

The actual national pseudo-radiation curve is calculated and made available to market participants, by Enedis, in UTC time (output Step 5); the applications make the conversion to legal time if necessary.

3.AA21.3. Determining the "smoothed France temperature"

1. Every three hours, Météo France measures the temperature at 32 weather stations, Ti (i varying from 1 to 32) and rates it on a scale of 0 to 8. These values, which correspond to the times 00:00, 03:00, 06:00, 09:00, 12:00, 15:00, 18:00 and 21:00, are given in UTC time.
2. Each station is assigned an electrical weighting coefficient ai (i varying from 1 to 32), modelling the weight of the electricity consumption of the region concerned relative to national consumption. The 32 coefficients constitute a constant reference.
3. 8 three-hourly temperature ratings, representative of a fictitious weather station called "France", are then calculated using the formula:

$$TF = a_1 \times T_1 + a_2 \times T_2 + \cdots + a_{32} \times T_{32}$$

4. A linear interpolation is applied to the three-hour "France" electrical temperatures to obtain a raw temperature for each half-hour interval in the day. In this way we obtain 48 raw temperature values, at half-hour intervals, for weather station "France": Tb
5. These 48 temperatures values are smoothed to account for thermal inertia, mainly in buildings.

Smoothing is performed by the successive application of the following formulae:

$$T_{LT}(h,j,n) = \left(1 - a_{[h]}\right) \times Tb(h,j,n) + a_{[h]} \times T_{LT}(h-1,j,n)$$

Where:

- $\mathrm{Tb}(h,j,\mathrm{n})$: the Half-Hourly raw temperature for "France" for hour h of day j of year n;
- $\mathrm{T_{LT}}(h,j,\mathrm{n})$: "long-term" temperature, used as an intermediate step in the calculation;
- $\mathrm{T}(h,j,\mathrm{n})$: the Half-Hourly "smoothed France" temperature;
- $\mathrm{a_{[h]}}$: h varying from 1 to 48;
- $\mathrm{b_{[h]}}$: h varying from 1 to 48;

The long-term temperature T_{LT} for hour h is therefore calculated by a recurrence relation using the fixed smoothing parameter $a_{[h]}$. Thus:

$$T_{LT}(h,j,n) = \left(1 - a_{[h]}\right) \times \left(Tb(h,j,n) + a_{[h]} \times Tb(h-1,j,n) + a_{[h]}^2 \times Tb(h-2,j,n) + \cdots\right)$$

The first term of the recurrence is initialized on 1 July 2004, at 12:00 as follows:

$$T_{LT}('01JUL04{:}00{:}00{:}00'') = Tb('01JUL04{:}00{:}00{:}00') = 16{,}9°C\ (en\ heure\ UTC)$$

The smoothing coefficients ($a_{[h]}$) and ($b_{[h]}$) are determined to optimize the match between the observed actual consumption of the total of profiled customers (aligned consumption curve of profiled customers on the Enedis system) and the modelled consumption of these customers.

The values of these coefficients are as follows:

h	a	b
1	0.9855	0.8678
2	0.9854	0.8811
3	0.9855	0.8863
4	0.9854	0.8979
5	0.9853	0.9047
6	0.9851	0.9155
7	0.985	0.9194
8	0.9848	0.9259
9	0.9849	0.9236
10	0.9849	0.9234
11	0.9853	0.9091
12	0.9856	0.9004
13	0.9865	0.8726
14	0.9872	0.8518
15	0.9883	0.8097
16	0.9892	0.7766
17	0.9902	0.7305
18	0.9911	0.6906
19	0.992	0.6478
20	0.9926	0.6141
21	0.9932	0.587
22	0.9935	0.568
23	0.9938	0.5538
24	0.9939	0.5462

h	a	b
25	0.9941	0.5393
26	0.9943	0.5358
27	0.9945	0.5287
28	0.9946	0.5243
29	0.9949	0.5151
30	0.9951	0.509
31	0.9954	0.4998
32	0.9954	0.4968
33	0.9955	0.4927
34	0.9953	0.4964
35	0.9951	0.5013
36	0.9945	0.5162
37	0.9938	0.533
38	0.9929	0.5593
39	0.992	0.5858
40	0.9908	0.6237
41	0.9898	0.6585
42	0.9886	0.7022
43	0.9877	0.7348
44	0.9867	0.7752
45	0.9862	0.8013
46	0.9856	0.8296
47	0.9856	0.842
48	0.9854	0.8594

6. These values, calculated in UTC, are changed to legal time.
7. From date RE_{19}, the above values are converted to 15-Minute Intervals by "copying" the Half-Hourly values. For each of the 48 half-hour intervals in the day, the value between H and H+30' is thus duplicated on each of the 15-minute time intervals: H - H+15' and H+15' - H+30'.

The "smoothed France temperatures" curve is calculated and made available to market participants, by Enedis, in UTC time (output Step 5); the applications make the conversion to legal time if necessary.

3.AA21.4. Reference weather situation: Normal temperatures

To take into account the weather hazard impacting the consumption of the Sites, we also need the "smoothed" national curve of normal seasonal temperatures and a threshold temperature.

Smooth normal seasonal temperature curve:

This is obtained by applying the smoothing formulae described above to the national temperature curve of the seasonal normal measured at three-hour intervals.

The latter is based on a sequence of temperatures collected over a long period; it is valid for any year, in UTC time; updated for each station in 2011, it is the result of a calculation algorithm belonging to Météo France which guarantees the durability of this data for a minimum period of 5 years.

The application of the smoothing algorithm results in 2 "smoothed" seasonal normal temperature curves, one valid for any non-leap year, the other valid for any leap year.

The adjustment to legal time, which depends on the exact date of the change of time, must be made for each year of application.

Threshold temperature:

Regardless of the profile and the instant, the heating threshold temperature is 15°C.

3.AA21.5. Calculation of the weather hazard coefficient

All data are available to apply the multiplicative coefficient of weather hazard CM to a given Profile, as temperatures and pseudo-radiation are known.

For photovoltaic generation sites attached to profile PRD3, the weather hazard coefficient is calculated as follows:

$$CM\left(s,j,h,\tilde{R}\right) = a_h \times \tilde{R} \times (s,j,h)^2 + b_h \times \tilde{R}(s,j,h) + c_h$$

Terms:

- $\tilde{R}(s,j,h)$: pseudo-radiation "France"
- a_h, b_h, c_h: coefficients of the climate correction polynomial (h ranging from 1 to 48 before date RE_{15}, and from 1 to 96 from date RE_{19})

- $CM(s,j,h,\tilde{R})$ = weather hazard coefficient for Profile PRD3 and pseudo-radiation $\tilde{R}$

In practice, given the heating thresholds and the modelling, the weather hazard coefficient is deduced from 4 possible cases:

For $T < Ts$ and $Tn < Ts$ $\quad CM(s,j,h,T) = 1 + g(s,h) \times \big(Tn(s,j,h) - T(s,j,h)\big)$

For $T < Ts \leq Tn$ $\quad CM(s,j,h,T) = 1 + g(s,h) \times \big(Ts - T(s,j,h)\big)$

For $Tn < Ts \leq T$ $\quad CM(s,j,h,T) = 1 + g(s,h) \times (Tn(s,j,h) - Ts)$

For $T \geq Ts$ and $Tn \geq Ts$ $\quad CM(s,j,h,T) = 1$

Terms:

- $T(s,j,h)$ = France smoothed temperature
- $Tn(s,j,h)$ = France smoothed normal temperature
- Ts = heating threshold temperature: $Ts = 15°C$
- $g(s,h)$ = gradient of the profile, in %/°C at (s,h), identical for all days of the week
- $CM(s,j,h,T)$ = Weather hazard coefficient for Profile and temperature T

Note: published gradients are expressed as percentages. They should be divided by 100 before applying the formula.

List and weighting of weather stations used in the construction of "France" pseudo-radiation

Station	INSEE code	Weighting	Station	INSEE code	Weighting
ABBEVILLE	80001	0.0105	NANCY-ESSEY	54526	0.0020
BALE-MULHOUSE	68297	0.0157	NANTES-BOUGUENAIS	44020	0.1232
BORDEAUX-MERIGNAC	33281	0.0475	NEVERS-MARZY	58160	0.0088
BOULOGNE-SUR-MER	62160	0.0035	NICE	06088	0.0087
BOURGES	18033	0.0176	NIMES-COURBESSAC	30189	0.0214
BOURG-SAINT-MAURICE	73054	0.0111	ORANGE	84087	0.0356
BREST-GUIPAVAS	29075	0.0204	PARIS-MONTSOURIS	75114	0.0373
CAEN-CARPIQUET	14118	0.0353	PERPIGNAN	66136	0.0270
CLERMONT-FERRAND	63113	0.0593	RENNES-ST JACQUES	35281	0.0553
DIJON-LONGVIC	21473	0.0172	SAINT-AUBAN	04049	0.0150
LE LUC	83081	0.0156	STRASBOURG-ENTZHEIM	67124	0.0087
LILLE-LESQUIN	59343	0.0194	TARBES-OSSUN	65344	0.0438
LIMOGES-BELLEGARDE	87085	0.0443	TOULOUSE-BLAGNAC	31069	0.0707
LYON-ST EXUPERY	69299	0.0516	TOURS	37179	0.0518
MARSEILLE-MARIGNANE	13054	0.0308	TRAPPES	78621	0.0245
MONTPELLIER	34154	0.0313	TROYES-BARBEREY	10030	0.0171

NB: These stations and weightings are not designed to be used, individually or collectively, to determine the impact of weather on local or regional production.

List and weighting of weather stations used in the construction of "France" temperature

The real and normal raw temperatures for the fictitious station "France" correspond to a weighted average of temperature data from a basket of 32 weather stations.

The choice of stations, and the corresponding weighting, is identical to that determined by RTE to obtain the best representation of the impact of the weather hazard on overall French consumption.

Station	Weighting	INSEE code	Station	INSEE code	Weighting
ABBEVILLE	0.0100	80001	NANCY-ESSEY	54526	0.0300
BALE-MULHOUSE	0.0200	68297	NANTES-BOUGUENAIS	44020	0.0420
BORDEAUX-MERIGNAC	0.0400	33281	NEVERS-MARZY	58160	0.0150
BOULOGNE-SUR-MER	0.0100	62160	NICE	06088	0.0360
BOURGES	0.0420	18033	NIMES-COURBESSAC	30189	0.0240
BOURG-SAINT-MAURICE	0.0275	73054	ORANGE	84087	0.0120
BREST-GUIPAVAS	0.0420	29075	PARIS-MONTSOURIS	75114	0.1125
CAEN-CARPIQUET	0.0250	14118	PERPIGNAN	66136	0.0160
CLERMONT-FERRAND	0.0275	63113	RENNES-ST JACQUES	35281	0.0420
DIJON-LONGVIC	0.0100	21473	SAINT-AUBAN	04049	0.0120
LE LUC	0.0120	83081	STRASBOURG-ENTZHEIM	67124	0.0100
LILLE-LESQUIN	0.0300	59343	TARBES-OSSUN	65344	0.0400
LIMOGES-BELLEGARDE	0.0320	87085	TOULOUSE-BLAGNAC	31069	0.0160
LYON-ST EXUPERY	0.0550	69299	TOURS	37179	0.0420
MARSEILLE-MARIGNANE	0.0240	13054	TRAPPES	78621	0.1125
MONTPELLIER	0.0160	34154	TROYES-BARBEREY	10030	0.0150

NB: These stations and weightings are not designed to be used, individually or collectively, to determine the impact of weather on local or regional consumption.

3.AA22. GRADIENT CALCULATION METHOD

Note that the calculation method described below was developed for flow reconstitution process calculations at 30-minute intervals. From date RE_{19}, a 15-Minute Interval is adopted by applying a principle of simplicity in proportion to the gravity of the issue. This method will in fact be used to process only a very marginal fraction of the profiled sites: those modelled by static profiling.

Temperature gradients are calculated in several steps:

- calculation of the daily gradient for each major consumption sector (in MW/°C)
- calculation of the daily gradient per Profile (in MW/°C)
- calculation of the Half-Hourly gradient per Profile (in MW/°C)
- calculation of gradient coefficients per sub-profile (in %/°C)

3.AA22.1. Determining the daily gradient by major sector

The gradient value calculated according to the model closest to the one used for the flow reconstitution process, based on the aligned consumption curve of profiled customers on the Enedis network, is 1625.1 MW/°C.

It is therefore this volume of 1625.1 MW/°C which is to be distributed across the various consumption substations of the Profiled customers.

3.AA22.1.1. "Residential" gradients

The gradient values calculated according to the model closest to the one used for the flow reconstitution process, based on samples homogeneous with the curves used for the development of the profiles, are as follows:

- "residential" consumption corresponding to profiles RES1 and RES1WE: 66.1 MW/°C, distributed in proportion to the energies on each of the Profiles
- "residential" consumption, corresponding to Profiles RES11 and RES11WE: 97.4 MW/°C, distributed in proportion to the energies on each of the Profiles
- "residential" consumption corresponding to profiles RES2 RES3, RES4, RES2WE, RES22WE, RES5 combined: 1090.5 MW/°C, distributed in proportion to the energy on each of the profiles

These values are considered to be constant for the usual heating period (from early October to mid-May); they are average values, which can be applied for the temperatures usually encountered during this period.

3.AA22.1.2. "Professional" gradients

The gradient values calculated according to the model closest to the one used for the flow reconstitution process, based on samples homogeneous with the curves used for the development of the profiles, are as follows:

- "professional" consumption corresponding to Profiles PRO1 and PRO1WE: 111 MW/°C, distributed in proportion to the energies on each of the Profiles.

– "professional" consumption corresponding to profiles PRO2, PRO3, PRO4, PRO2WE, PRO22WE, PRO6 combined: 110.4 MW/°C, distributed in proportion to the energy on each of the Profiles.

By its nature, PRO5 Profile is not affected by the weather hazard.

3.AA22.1.3. "Enterprise" gradients

The gradient values for the "Enterprise" sector cannot be directly measured or calculated. Therefore, the gradient of this sector is estimated as the difference between the "profiled" gradient and the total of the previously calculated gradients, i.e. 149.7 MW/°C.

This value is allocated in proportion to the energies of each of the ENT profiles.

3.AA22.2. Calculation of the daily gradient by Profile

In each of the sectors previously identified, the daily gradient is distributed among the profiles in proportion to the energies on each (reference values for the period from 1 July 2014 to 30 June 2015).

Gradient values for the reference volumes per Profile are:

PROFILE	Global gradient
	MW/°C
RES1	66.1
RES1WE	0
RES11	97.4
RES1WE	0
RES2	1022.9
RES2WE	0
RES22WE	0
RES3	28.7
RES4	38.9
RES5	0

PROFILE	Global gradient
	MW/°C
PRO1	111
PRO1WE	0
PRO2	85.3
PRO2WE	0
PRO22WE	0
PRO3	16.7
PRO4	8.4
PRO5	0
PRO6	0

PROFILE	Global gradient
	MW/°C
ENT1	113.1
ENT2	3
ENT3	31.5
ENT4	0.9
ENT5	0.9
ENT6	0.3
ENT7	0

TOTAL Profiles	**1625.1**

3.AA22.3. Calculation of the Half-Hourly gradient by Profile

This calculation obeys the following principles:

- Given consumption patterns and the electrical equipment, temperature sensitivity may vary depending on the time of day;
- to determine the evolution over Half-Hourly intervals of the Profiles most sensitive to the weather hazard, a regression model was developed: the Half-Hourly power imbalances between two consecutive weeks were plotted on the y-coordinate, and the corresponding temperature difference on the x-coordinate, the model being applied successively for each of the 48 half-hour intervals in the day. The slopes of the 48 regressions then yield the shape of the gradient over the course of the day. This shape is applied to the previously calculated daily level.

3.AA22.3.1. Calculation of Half-Hourly shape for “residential” profiles

The regression model is applied to the profiles RES1, RES11, and RES2. The shape of profile RES 1 is applied to Profile RES1WE. The shape of profile RES11 is applied to profile RES11WE. The shape of profile RES2 is applied to profiles RES2WE, RES22WE, RES3, RES4 and RES5.

3.AA22.3.2. Calculation of Half-Hourly shape for “professional” profiles

The regression model is applied to Profiles PRO1 and PRO2. The shape of profile PRO1 is applied to profile PRO1WE. The shape of profile PRO2 is applied to profiles PRO2WE, PRO22WE, PRO3, PRO4, and PRO6.

3.AA22.3.3. Calculation of Half-Hourly shape for “enterprise” profiles

Since no information is available for these profiles, it was decided not to apply a daily shape: the gradient is therefore constant during the course of the day. This hypothesis has little impact on the final representation of the weather hazard (in volume), as few Sites in these sectors are profiled.

3.AA22.4. Calculating gradient coefficients by sub-profile

The last step consists in calculating the gradient coefficients for each of the profiles and sub-profiles. These gradients must be expressed in %/°C, so they can be applied directly to the consumption of the different BRPs, which will be of very different orders of magnitude.

This operation is done in 4 phases.

3.AA22.4.1. Expression of gradient in %/°C

In this phase, a reduction is applied to the gradient of each sub-profile by the average Half-Hourly consumption calculated over the period from 1 July 2014 to 30 June 2015 from the published Profiles and the energy references over this same period. The Half-Hourly gradient is then expressed in %/° C.

3.AA22.4.2. Corrections for seasonality

The weather coefficient CM must be a multiplicative coefficient, while the weather impact (in MW/°C) must be constant over the course of the winter. It is then necessary to compensate for the seasonality of the profile on the gradient.

Seasonal adjustment is applied to gradients expressed by profiles and not by sub-profiles. Experience has in fact shown that distributing by sub-profile before seasonal adjustment of the gradient actually underestimates the values of the gradients in winter for seasonally-adjusted profiles, as the CS coefficients are, by their nature, higher in winter than in summer (note that the CS coefficients are on average equal to 1 over the whole year, whereas the successive values are non-zero over a number of different weeks depending on the season).

To do this, we first have to determine an "equivalent CS" for the Profile itself; this equivalent CS is estimated by weighting the energy of the CS of the sub-profiles:

$$CS_{Profil\ P} = \sum_{Sous-Profils\ P_i\ du\ Profil\ P} \left[CS_{Sous-Profil\ P_i} \times \frac{E_{Sous-Profil\ P_i}}{E_{Profil\ P}} \right]$$

The energies used are the reference energies published for the period from 1 July 2014 to 30 June 2015.

The seasonality of the profile coefficients is therefore offset by dividing the gradient coefficient by the equivalent week coefficient of the profile concerned.

3.AA22.4.3. Adapting to real-world conditions

In practice, the gradient applies only during the usual heating period, i.e. weeks 41 to 20, which corresponds to weeks when the normal daily temperature is below the threshold temperature of 15°C. To avoid heating periods in summer, the gradient is set to 0 for weeks 24 to 37; a linear transition is applied for weeks 21 to 23 and 38 to 40.

3.AA22.4.4. Distribution of gradients by sub-profiles

In this phase, the previously obtained half-hour gradients are distributed across the sub-profiles; in practice, these series of values are considered to be identical for the sub-profiles of the same Profile.

3.AA22.4.5. Adaptation 15-Minute Interval

From date RE_{19}, the above values are converted to 15-Minute Intervals by "copying" the Half-Hourly values. For each of the 48 half-hour intervals in the day, the value between H and H+30' is thus duplicated on each of the 15-minute time intervals: H – H+15' and H+15' – H+30'

REFERENCE ENERGIES FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015

PROFILE	Annual energy for the period from 1 July 2014 to 30 June 2015 (in TWh)
RES1	33.9
RES1WE	0
RES11	13.2
RES11WE	0
RES2	93.7
RES2WE	0
RES22WE	0
RES3	2.6
RES4	3.6
RES5	0
PRO1	20.2
PRO1WE	0
PRO2	12.8
PRO2WE	0
PRO22WE	0
PRO3	2.5
PRO4	1.2
PRO5	4.8
PRO6	0
ENT1	41.1
ENT2	1.0
ENT3	13.0
ENT4	0.4
ENT5	0.4
ENT6	0.01
ENT7	0

3.AA23. PREPARATION AND ADJUSTMENT OF PROFILES

This Appendix describes the rules for applying the theoretical sub-profiles defined in (w,d,h) to a particular year.

The adjustment comprises two workflows:

- a preparation workflow, where we calculate the Profile for a future or past year, taking into account public holidays and long weekends;
- an adjustment workflow, allowing us to make specific changes to the prepared calendar (taking account of mobile period days) and weather.

3.AA23.1. Preparation workflow

The Profile preparation workflow concerns the Profiles of consumers and generators. A Profile is functionally defined by at least one sub-profile, each sub-profile corresponding to a substation prone to seasonal fluctuation. The preparation workflow consists in defining the parameters of each sub-profile, at Half-Hourly interval before date RE_{19} and at Quarter-Hourly intervals from date RE_{19}, on the basis of a set of coefficients for a theoretical calendar expressed in (w,d,h).

Weeks are defined from Monday 00:00:00 to Sunday 23:59:59. They are numbered from 1 to 52. Week 1 of a year is the week that contains 1 January.

NOTE: This convention is used for the numbering of Weeks in the remainder of this document; however, it is not a universal convention, which can lead to mismatches with a conventional calendar or the one chosen for numbering the BGCs.

Days of the week last from 00:00:00 to 23:59:59. They are numbered 1 to 7, from Monday to Sunday.

Data curves plotted in Half-Hourly or Quarter-Hourly intervals are numbered from 1 to 48 before date RE_{19} (from 00:00:00-00:29:59 to 23:30:00-23:59:59), and from 1 to 96 from that date (from 00:00:00-00:14:59 to 23:45:00-23:5 9:59).

3.AA23.1.1. Preparation workflow and CS, CJ, CH coefficients

There are three types of sub-profile coefficients:

- CS, weekly values (52 values),
- CJ, daily values (7 coefficients for 52 weeks, i.e. 364 values),
- CH, values in Half-Hourly intervals before date RE_{19} and in Quarter-Hourly intervals from date RE_{19} (NBPT coefficients for 364 days, i.e. 364*NBPT values).

The values of prepared sub-profiles are calculated in 4 steps, carried out in this order:

1. multiplication of the three types of coefficients specific to each sub-profile
2. insertion of the resulting curve in the desired actual calendar
3. replace public holidays with the corresponding Sundays and long weekend days from April to September with the corresponding Saturdays
4. identify and process changes of season on relevant sub-profiles

For each sub-profile, therefore, there are three coefficient curves. These curves will consist of a curve of Week values, a curve of day values, and a curve of values at Half-Hourly intervals before date RE_{19} and at Quarter-Hourly intervals from date RE_{19}.

3.AA23.1.1.1. Step one

The three curves are divided into the same time intervals, and then multiplied point by point, in order to obtain a curve of 364*NBPT points, defined from (w,d,h)=(1,1,1) to (w,d,h)=(52.7,NBPT).

3.AA23.1.1.2. Step two

The multiplicative curve obtained is inserted in the desired real calendar.

To do so, find the number of the day of the Week corresponding to 1 January, i.e. n. The curve for the year therefore starts with the coefficient (1,n,1). All the following coefficients are now in their respective places in the desired real calendar.

Example:

- Before date RE_{19}

  In the year 2005, starting on a Saturday, 6th Day of the first Week of the year, the yearly curve starts with the coefficient (w,d,h) = (1,6,1), which corresponds to Saturday 1 January 00:00:00 - 00:29:59. All the following coefficients will then be in their respective places in the year 2005 (e.g. (w,d,h) = (2,1,1) corresponds to Monday 3 January 00:00:00 - 00:29:59, etc.). The last coefficient of the multiplicative curve, namely (w,d,h)=(52,7,48), then corresponds to Sunday 25 December 2005 23:30:00-23:59:59.

- From date RE_{19}

  As 2025 starts on a Wednesday, the 3rd day of the first Week of the year, the yearly curve starts with the coefficient (w,d,h) = (1,3,1), which corresponds to Wednesday 1 January 00:00:00 - 00:14:59. All the following coefficients will then be in their respective places in the year 2025 (e.g. (w,d,h) = (2,1,1) corresponds to Monday 6 January 00:00:00 - 00:14:59, etc.). The last coefficient of the multiplicative curve, namely (w,d,h)=(52,7,96), then corresponds to Sunday 28 December, 2025 23:45:00-23:59:59.

As 1 January of the following year may be different from a Monday, the end of December of the desired year may therefore be defined by a (w,d,h) of Week 1. To obtain the entire year, the values of (w,d,h)=(1,1,1) must be copied and pasted after the first series until the (w,d,h) preceding the (w,d,h) corresponding to the 1st time interval of 1 January of the following year.

Example:

- Before date RE_{19}

  To obtain the full year 2005, the values from (s,j,h) = (1,1,1) to (s,j,h) = (1,6,48) must be copied and pasted in sequence, which correspond to the period from Monday 26 December 00:00:00 - 00:29:59 until Saturday 31 December 2005 23:30:00 - 23:59:59. For 2006, Week 1 contains Sunday 1 January 2006, and therefore runs from Monday 26 December 2005 to Sunday 1 January 2006.

– From date RE_{19}

  To obtain the full year 2025, the values from (w,d,h) = (1,1,1) to (w,d,h) = (1,3,96), which correspond to the period from Monday 29 December 00:00:00 - 00:14:59 until Wednesday 31 December 2025 23:45:00 - 23:59:59, must be copied and pasted. For 2026, Week 1 contains Sunday 1 January 2027, and therefore runs from Monday 29 December 2025 to Sunday 4 January 2026.

We now have a curve defining a coefficient C(w,d,h) for each time interval between January 1, 00:00:00 - 00:29:59 and December 31, 23:30:00 - 23:59:59 before date RE_{19}, and between January 1 00:00:00 - 00:14:59 and December 31, 23:45:0 0 - 23:59:59 from date RE_{19}.

3.AA23.1.1.3. Step three

In this step we replace public holidays with the Sundays of the same week, and long weekend days with the Saturdays of the same week. The long weekend days considered are the Mondays preceding a Tuesday holiday and the Fridays following a Thursday holiday, for Public Holidays in the Months from April to September inclusive. The principle is to replace the values for each public holiday with the values for the following Sunday, and the values for each long weekend day with the values for the following Saturday. Therefore, certain Sundays and Saturdays should be copy-pasted to the place of other Days in the curve obtained in step two.

This operation does not apply to the following sub-profiles:

Disabling public holiday processing rules	
ENT3-P1	ENT4-P4
ENT3-P2	ENT7-P1
ENT3-P3	ENT7-P2
ENT3-P4	ENT7-P3
ENT3-P5	ENT7-P4
ENT4-P3	ENT7-P5

Disabling long weekend day processing rules			
RES1WE-P1	RES22WE-P1	PRO2WE-P2	ENT5-P7
RES1WE-P2	RES22WE-P2	PRO2WE-P3	ENT6-P4
RES11WE-P1	RES22WE-P3	PRO22WE-P1	ENT6-P5
RES11WE-P2	RES22WE-P4	PRO22WE-P2	
RES2WE-P1	PRO1WE-P1	PRO22WE-P3	
RES2WE-P2	PRO1WE-P2	PRO22WE-P4	
RES2WE-P3	PRO2WE-P1	ENT5-P6	

The operation is always carried out on the basis of triplets (w,d,h); for the desired year, the values of w and d corresponding to public holidays must therefore be identified and the coefficients C(w,d,h) replaced by the coefficients C(w,7,h).

The following table summarizes the replaced days for two years, one before date ER_{19} and the other after.

Example: Year 2005 (before date RE_{19})

Special day 2005			***To be replaced by***	
Date	**Name**	**Reference**	**Date**	**Reference**
Saturday 1 January	New Year's Day	w = 1, d = 6	Sunday 2 January	w = 1, d = 7
Monday 28 March	Easter Monday	w = 14, d = 1	Sunday 3 April	w = 14, d = 7
Sunday 1 May	May Day	w = 18, d = 7	-	-
Thursday 5 May	Ascension	w = 19, d = 4	Sunday 8 May	w = 19, d = 7
Friday 6 May	Ascension Friday	w = 19, d = 5	Saturday 7 May	w = 19, d = 6
Sunday 8 May	Victory in Europe Day 1945	w = 19, d = 7	-	-
Monday 16 May	Pentecost Monday	w = 21, d = 1	Sunday 22 May	w = 21, d = 7
Thursday 14 July	Bastille Day	w = 29, d = 4	Sunday 17 July	w = 29, d = 7
Friday 15 July	Bastille Day long weekend	w = 29, d = 5	Saturday 16 July	w = 29, d = 6
Monday 15 August	Assumption Day	w = 34, d = 1	Sunday 21 August	w = 34, d = 7
Tuesday 1 November	All Saints' Day	w = 45, d = 2	Sunday 6 November	w = 45, d = 7
Friday 11 November	Armistice Day	w = 46, d = 5	Sunday 13 November	w = 46, d = 7
Sunday 25 December	Christmas	w = 52, d = 7	-	-

For example, as Monday 28 March 2005 is a public holiday, the coefficients for that day, as shown in the table above, must be replaced by the coefficients for Sunday 3 April. After the coefficient (w,d,h) = (13,7,48) corresponding to Sunday 27 March 2005, 23:30:00 - 23:59:59, we then have (w,d,h) = (14,7,1) instead of the coefficient (14,1,1), theoretically corresponding to Monday 28 March 00:00:00 - 00:29:59, if this Monday was not a holiday. The series of coefficients will therefore be as follows:

Sunday 27 March	23:30:00 – 23:59:59	(w,d,h) = (13,7,48)	
Monday	28 March	00:00:00 – 00:29:59	(w,d,h) = (14,7,1)
Monday	28 March	00:30:00 – 00:59:59	(w,d,h) = (14,7,2)
etc.			
Monday	28 March	23:30:00 – 23:59:59	(w,d,h) = (14,7,48)

Tuesday 29 March 00:00:00 – 00:29:59 (w,d,h) = (14,2,1)

etc.

Example: Year 2025 (from date RE_{19})

Special day 2025			***To be replaced by***	
Date	**Name**	**Reference**	**Date**	**Reference**
Wednesday 1 January	New Year's Day	w = 1, d = 3	Sunday 4 January	w = 1, d = 7
Monday 21 April	Easter Monday	w = 17, d = 1	Sunday 27 April	w = 17, d = 7
Thursday 1 May	May Day	w = 18, d = 4	Sunday 3 May	w = 18, d = 7
Friday 2 May	May Day long weekend	w = 18, d = 5	Saturday 2 May	w = 18, d = 6
Thursday 8 May	Victory in Europe Day 1945	w = 19, d = 4	Sunday 11 May	w = 19, d = 7
Friday 9 May	VE long weekend	w = 19, d = 5	Saturday 10 May	w = 19, d = 6
Thursday 29 May	Ascension	w = 22, d = 4	Sunday 1 June	w = 22, d = 7
Friday 30 May	Ascension Friday	w = 22, d = 5	Saturday 31 May	w = 22, d = 6
Monday 9 June	Pentecost Monday	w = 24, d = 1	Sunday 15 June	w = 24, d = 7
Monday 14 July	Bastille Day	w = 29, d = 1	Sunday 20 July	w = 29, d = 7
Friday 15 August	Assumption Day	w = 33, d = 5	Sunday 17 August	w = 33, d = 7
Saturday 1 November	All Saints' Day	w = 44, d = 6	Sunday 2 November	w = 44, d = 7
Tuesday 11 November	Armistice Day	w = 46, d = 2	Sunday 16 November	w = 46, d = 7
Thursday 25 December	Christmas	w = 52, d = 4	Sunday 28 December	w = 52, d = 7

For example, as Monday 21 April 2025 is a public holiday, the coefficients for that day, as shown in the table above, must be replaced by the coefficients for Sunday 27 April. After the coefficient (w,d,h) = (16,7,96) corresponding to Sunday 20 April 2025, 23:45:00 - 23:59:59, we then have (w,d,h) = (17,7,1) instead of the coefficient (17,1,1), theoretically corresponding to Monday 21 April 00:00:00 - 00:14:59, if this Monday was not a holiday. The series of coefficients will therefore be as follows:

Sunday 20 April 23:45:00 – 23:59:59 (w,d,h) = (16,7,96)

Monday 21 April 00:00:00 – 00:14:59 (w,d,h) = (17,7,1)

Monday 21 April 00:15:00 – 00:29:59 (w,d,h) = (17,7,2)

etc.

Monday 21 April 23:45:00 – 23:59:59 (w,d,h) = (17,7,96)

Tuesday 22 April 00:00:00 – 00:14:59 (w,d,h) = (17,2,1)

etc.

3.AA23.1.1.4. Step four

At this step we account for changes of season as they relate to seasonally adjusted profiles.

Since changes of season occur on the first day of the month, it is not possible to determine them in the absolute calendar defined in (w,d,h). In practice, these transitions between Months can occur, depending on the year, over 2 consecutive weeks, which are as follows:

Date	***Weeks***	***Affected sub-profiles***
1 March	9 or 10	ENT3 (peak): P1, P2 ENT5 (winter/half-season): P1, P2, P3, P4, P5 ENT6 (winter/half-season): P2, P3
1 April	13 or 14	RES5 (high/low season): P1, P2, P3, P4 PRO6 (high/low season): P1, P2, P3, P4 ENT1 (winter/summer): P1, P2, P3, P4 ENT2 (winter/summer): P2, P3, P4 ENT3 (winter/summer): P2, P3, P4, P5 ENT4 (winter/summer): P2, P3, P4 ENT5 (half-season/summer): P3, P5, P6, P7 ENT6 (mid-season/summer): P3, P4, P5 ENT7 (high/low season): P2, P3, P4, P5
1 July	26 or 27	ENT5 (summer/July-August): P6, P7, P8 ENT6 (summer/July-August): P4, P5, P6
1 September	35 or 36	ENT5 (July-August/summer): P6, P7, P8 ENT6 (July-August/summer): P4, P5, P6
1 November	44 or 45	RES5 (high/low season): P1, P2, P3, P4 PRO6 (high/low season): P1, P2, P3, P4 ENT1 (summer/winter): P1, P2, P3, P4 ENT2 (summer/winter): P2, P3, P4 ENT3 (summer/winter): P2, P3, P4, P5 ENT4 (summer/winter): P2, P3, P4 ENT5 (summer/half-season): P3, P5, P6, P7 ENT6 (summer/half-season): P3, P4, P5 ENT7 (high/low season): P2, P3, P4, P5
1 December	48 or 49	ENT3 (peak): P1, P2 ENT5 (half-season/winter): P1, P2, P3, P4, P5 ENT6 (half season/winter): P2, P3

General case

Each sub-profile for a season will therefore be defined for all Weeks in the season, including the two start of season Transition Weeks and the two end of season Transition Weeks, and will have zero coefficients outside the theoretical Weeks of application.

Therefore, the seasonal sub-profiles will be adapted to the precise transition (w,d,h) when the sub-profiles for a particular year are put into practice. To do this, we identify the triplet (w,d,h) corresponding to the transition date, then:

- on the sub-profile of the season ending, we delete the C(w,d,h) over the interval [(w,d,h); (s2,7,NBPT)]
- on the sub-profile of the season starting, we delete the C(w,d,h) over the interval [(w1,1,1); (w,d,h)[

where w1 and w2 correspond to the first and second Transition Weeks respectively, and check the following properties:

- w2=w1+1
- w1<= w <=w2

Example:

In profile ENT1, 1 April corresponds to the winter / summer transition.

Theoretical year sub-profiles ENT1-P1 and ENT1-P2 in non-zero up to (w,d,h)=(14,7,NBPT), sub-profiles ENT1-P3 and ENT1-P4 are non-zero from (w,d,h)=(13,1,1).

In 2005, 1 April falls on the Friday of Week 14; the change of season takes place at 00:00:00.

It is therefore appropriate to:

- force all C(w,d,h) to zero from triplet (14,5,1) to triplet (14,7,NBPT) in sub-profiles ENT1-P1 and ENT1-P2;
- force all C(w,d,h) to zero from triplet (13,1,1) to triplet (14,4,NBPT) included in sub-profiles ENT1-P3 and ENT1-P4.

Special cases

ENT3-P2

This sub-profile is affected by 4 changes of season:

- summer/winter and winter/summer transitions, which are processed as described above;
- the 1 March and 1 December transitions, which relate only to peak hour points (they are in effect the end and start dates of the Profile P1 period); in this case, the change of season is effected by deleting the points corresponding to the h values within the intervals [19;22] and [37;40] before date RE_{19}, [37;44] and [73;80] from date RE_{19} (i.e. [9:00; 11:00 [and [18:00; 20:00[) from 1 January to 28 (or 29) February inclusive, and from 1 December to 31 December (in practice, in Weeks 9/10 and 48/49).

The theoretical sub-profile ENT3-P1 is defined in such a way that the general treatment of the seasonal changes can be applied to it.

Special case of sub-profiles concerning Days with random occurrence

Certain sub-profiles - Mobile Period sub-profiles (sub-profiles of type RES4-P1, PRO4-P1, ENT2-P1, ENT4-P1 and ENT6-P1, ENT7-P1) or Mobile Period 22:00-06:00-Red (sub-profiles RES3-P5, RES3-P6, PRO3-P5 and PRO3-P6) - can only be activated between 1 November and 31 March. However, the change of season step is not applied to these sub-profiles, as their activation is actually managed during the adjustment phase.

3.AA23.1.2. Preparation workflow and climate correction parameters

The gradients and coefficients a, b, c used to adjust the PRD3 profile to the weather conditions consist of a series of coefficients dependent only on w and h, and on h, respectively; they are therefore not affected by the third step of the preparation workflow.

Also, the climate correction term is a multiplicative term; thus, if the Profile coefficient C(w,d,h) is zero, the climate correction term will have no effect. Therefore, there is no need to apply step four of the preparation workflow, which concerns changes of season only, to gradients and coefficients a, b, c.

In conclusion, the preparation of the temperature gradients and of the coefficients a, b, c is summarized in step two of the workflow for preparation of the coefficients CS, CJ, CH, which concerns adapting the sequence of coefficients in (w,d,h) to the real series from 1 January to 31 December.

3.AA23.2. Adjustment workflow

The adjustment workflow takes into account the actual calendar and weather conditions over a given period; it can only take place when these conditions are known, i.e. a posteriori.

The calculation of the adjusted sub-profile coefficient values consists of 2 steps, carried out in this order:

- inclusion of the dates of Mobile Period Days on the sub-profiles concerned,
- inclusion of actual weather conditions (this second step is not detailed in this document).

3.AA23.2.1. Step one

At this step we account for schedules with Mobile Periods.

It concerns:

- for the schedule with a Mobile Period 07:00-01:00, the sub-profiles of the profile classes RES4, PRO4, ENT2, ENT4, ENT6,
- for the schedule with Mobile Period 06:00-22:00, the sub-profiles of the profile classes RES3 and PRO3,
- for the schedule with Mobile Period 07:00-15:00+18:00-20:00, sub-profile ENT7P1.

3.AA23.2.1.1. Schedule with Mobile Period 07:00-01:00

Given the random occurrence of Mobile Period Days, the sub-profiles corresponding to Mobile Periods (RES4-P1, PRO4-P1, ENT2-P1, ENT4-P1, ENT6-P1) are in fact defined for a number of Days larger than the number of Mobile Period Days that can be activated.

Application of the actual dates of the Mobile Period Days therefore requires:

- Cancelling these sub-profiles outside of the effective Mobile Periods,
- Cancelling other sub-profiles of the same class during the effective periods of the Mobile Period.

Remember that these Mobile Periods run from 07:00:00 of one day to 00:59:59 the next day and that, by their nature, the corresponding sub-profiles are zero outside of this period; to respect the sequence of Day types while taking into account this overlap, this schedule must be treated in chronological order (for a given Day, the value of the coefficients from 00:00:00 to 00:59:59 depends on the nature of the previous Day).

Example:

Suppose that the Thursday of Week 3 is a Mobile Period Day.

On the series of coefficients of sub-profiles RES4-P1, PRO4-P1, ENT2-P1, ENT4-P1, ENT6-P1 resulting from the preparation workflow and the adjustment workflow applied until 00:59:59 the day after (i.e. up to coefficient C(3,5,2) included before date RE_{19}, up to and including C(3,5,4) included from that date onward):

Before date RE_{19}:

- coefficients C(3,4,3) to C(3,4,14) are forced to 0 (in fact, they are zero by construction),
- coefficients C(3,4,15) to C(3,5,2) are not modified,
- coefficients C(3,5,3) and C3,5,14) are forced to 0 (in fact, they are zero by construction).

From date RE_{19}:

- coefficients C(3,4,5) and C(3,4,28) are forced to 0 (in fact, they are zero by construction).
- coefficients C(3,4,29) to C(3,5,4) are not modified,
- coefficients C(3,5,5) and C3,5,28) are forced to 0 (in fact, they are zero by construction).

On the series of coefficients of sub-profiles RES4-P2, PRO4-P2, ENT2-P2, ENT4-P2, ENT6-P2 and ENT6-P3 resulting from the preparation workflow and the adjustment workflow applied until 00:59:59 on the day after the Thursday of Week 3 (i.e. up to coefficient C(3,5,2) included before date RE_{19}, up to and including C(3,5,4) from date RE_{19} onward):

Before date RE_{19}:

- coefficients C(3,4,3) to C(3,4,14) are not modified,
- coefficients C(3,4,15) to C(3,5,2) are forced to 0,
- coefficients C(3,5,3) and C(3,5,14) are not modified.

From date RE_{19}:

- coefficients C(3,4,5) to C(3,4,28) are not modified,

- coefficients C(3,4,29) to C(3,5,4) are forced to 0,
- coefficients C(3,5,5) and C(3,5,28) are not modified.

Particular attention must be paid to this treatment applied on the date of 31 March, with the Mobile Period Day also covering the first 2 half-hour points of 1 April before date RE_{19}, the first 4 points from this date.

3.AA23.2.1.2. Schedule with Mobile Period 22:00-06:00

This schedule has three types of days: Blue, White, and Red. The last two are mobile.

Due to the random occurrence of Mobile Period Days, the sub-profiles corresponding to the Profile classes including Mobile Periods (RES3 and PRO3) are defined for a greater number of Days than the number of Mobile Period Days that can be activated.

The actual colours of the days of the Mobile Period are applied by cancelling these sub-profiles outside the periods corresponding to their day colour.

Remember that these Mobile Periods days have a single colour from 06:00:00 of one day to 00:59:59 the next day; to respect the sequence of Day types while taking into account this overlap, this schedule must be treated in chronological order (for a given Day, the value of the coefficients covering the time intervals from 00:00:00 to 00:59:59 depends on the colour of the previous Day).

Example:

Suppose that the Thursday of Week 3 is a White Day.

On the series of coefficients of sub-profiles RES3-P1, RES3-P2, RES3-P5, RES3-P6 and PRO3-P1, PRO3-P2, PRO3-P5, PRO3-P6 from the preparation workflow and the adjustment workflow applied until 05:59:59 on the day after the White Day (i.e. up to coefficient C(3,5,12) included before date RE_{19}, up to coefficient C(3,5,24) included from that date):

- coefficients C(3,4,13) to C(3,5,12) (resp. C(3,4,25) to C(3,5,24)) are forced to 0 before date RE_{19} (resp. from date RE_{19}).

On the series of coefficients of sub-profiles RES3-P3, RES3-P4 and PRO3-P3, PRO3-P4 from the preparation workflow and adjustment workflow applied until the following day, 05:59:59 (i.e. up to coefficient C(3,5,12) included before date RE_{19}, up to coefficient C(3,5,24) included from that date):

- coefficients C(3,4,13) to C(3,5,12) (resp. C(3,4,25) to C(3,5,24)) are not modified before date RE_{19} (respectively from date RE_{19}).

3.AA23.2.1.3. Schedule of type Mobile Period 07:00-15:00+18:00-20:00

Given the random occurrence of Mobile Period Days, the sub-profile ENT7-P1 for Mobile Periods is defined for a number of Days greater than the number of Mobile Period Days that can be activated.

The application of the actual dates of the Mobile Period 07:00-15:00+18:00-20:00 days therefore requires:

- Cancelling these sub-profiles outside of the effective Mobile Periods,
- Cancelling other sub-profiles of the same class during effective Mobile Periods.

3.AA23.2.2. Step two

At this step we take account of the actual weather conditions. This step applies to all sub-profiles.

It consists, for each coefficient C(s,j,h) of each sub-profile, in applying the meteorological correction formula to the series of gradients g(s,h).

3.AA23.3. Legal time change

The preceding workflows describe operations that are performed on series of coefficients in a time frame defined in legal time, with the exception of profile PRD3, which is defined in UTC time.

Changes in the legal time (change from UTC+1 to UTC+2 at 03:00 on the last Sunday of March and from UTC+2 to UTC+1 at 02:00 on the last Sunday of October) can be taken into account either on the prepared sub-profiles, gradients and coefficients a, b, c, or on the adjusted sub-profiles (remember that real and normal temperatures and actual pseudo-radiation given for timeframes corresponding to UTC time). Regardless of the method selected, all elements forming part of the final composition of the adjusted sub-profile (coefficients C(w,d,h), gradients g(w,h), coefficients a(h), b(h), c(h) photovoltaic generation climatic correction, normal temperatures and actual temperatures, and pseudo-radiation) must be in the same timeframe at the time of application of the adjustment workflow.

Finally, care must be taken to ensure that the adjusted sub-profiles contain:

- 50 or 100 coefficients for the last Sunday of October, depending on whether this day falls before or from date RE_{19} (one way to “add” the missing 2 or 4 points, therefore, is a linear interpolation of the adjusted coefficients between the last half-hour of summer and the 3rd half-hour of winter)

Before date RE_{19}:

	2h00	2h30	2h00	2h30	3h00
	A	B	(2B+C)/3	(B+2C)/3	C

From date RE_{19}:

	2h30	2h45	02 h	02:15	02h30	02h45	3h00
		B	(4B+C)/5	(3B+2C)/5	(2B+3C)/5	(B+4C)/5	C

- 46 or 92 coefficients for the last Sunday of March, depending on whether this day falls before or from date RE_{19} (one way to “delete” the two extra points, therefore, is to delete the coefficients corresponding to the period between 02:00 and 02:59:59).

3.AA24. METHOD OF TAKING INTO ACCOUNT READINGS FOR THE CALCULATION OF THE FU (USAGE FACTORS)

The term “reading” designates an energy value measured between two successive Indexes. The DSO specifies in the DSO-BRP special conditions the start and end dates of the readings included in the calculation of the Usage Factors. Each Profiled Site must have a Real Usage Factor (FUR) calculated from real Indexes, thereby ensuring that the energy of each Site is taken into account in the calculation of the energy totals of the Balance Responsible Parties.

3.AA24.1. General principle

3.AA24.1.1. Workflow for calculation of imbalances before date RE_{19}:

The readings used for estimating the consumption and generation of Index Sites for imbalances in Week W are:

- Either the last 2 consecutive readings whose actual reading date is strictly before week W-X (“W-X” method). Measurements taken on and after S-are ignored, particularly when they span Week W. If no measurement before W-X is available, the FUD is used as an estimate,
- Or those which are closest to day D of week W (“overlapping” method) as defined in the following paragraph.

Week W lasts from 00:00:00 on Saturday to 23:59:59 on Friday. X is expressed as a number of weeks. Its value is 3 or 8. The DSO specifies in the DSO-BRP contract special conditions the method of taking into account the readings and, where applicable, the X value it uses.

The “W-X” method is applicable until the end date of the simplified provisions for the flow reconstitution process described in Article 3.R.1.13.

The “overlapping” method is not applicable to DSOs implementing these provisions in the particular case where the completing BRP is different from the power loss BRP.

3.AA24.1.2. Temporal Reconciliation workflow before date RE_{19}:

Principle: The two readings used for Profiling the consumption and generation of Index Sites for Temporal Reconciliation on day D are:

- the immediately earlier reading, made no later than 00:00 on day D;
- the immediately later reading, made no earlier than 00:00 on day D+1;

The usage factor used for a Site during Temporal Reconciliation on a day D is the factor calculated with the reading consisting of the following two Index readings:

- The most recent reading date index before or equal to D,
- The oldest reading date index after or equal to D,

If one week W is covered by two readings, each of the usage factors calculated with these readings is used for the overlap period, applying the principles described above for each day D of the Week.

For Temporal Reconciliation on a day D, for a given Site, if no reading with reading date higher than D is available, the usage factor applied to the Site is the last usage factor calculated with a reading of date earlier than or equal to D, or the default usage factor for the Site.

3.AA24.1.3. Single Imbalances workflow from date RE_{19}

The procedures applied are identical to those described in the preceding Article, “Temporal Reconciliation workflow before date RE_{19}”.

3.AA24.2. Switch of Supplier

3.AA24.2.1. Workflow for calculation of imbalances before date RE_{19}:

The Supplier switch operation requires an Index. This can be real (read or self-read) or calculated. A calculated Index is treated as real, just like a read or self-read Index. Usage Factors applying a Calculated Index can be positive or negative.

- The reading consisting of the last Index read before the switch and the Switch Index is designated a pre-switch reading and is “as good as true.”
- The reading consisting of the Switch Index and the first Index read after the switch is designated the post-switch reading and is “as good as true.”

The deadline for application of the Usage Factor calculated from the pre-switch reading depends on the method applied: the “W-X” method or the “overlapping” method.

If the “overlapping” method is applied, this Usage Factor is applied immediately after the switch.

If the “W-X” method is applied, it is not taken into account immediately (time limit of X Weeks).

During the X Weeks after the Week of the switch, the FU calculated from the last Site reading meeting the W-X criterion (or the default usage factor in the case of no measurement, or in the case of a change of profile) is used for Profiling. The usage factor calculated from the pre-switch reading is not taken into account for this period.

Starting in the Week corresponding to the Week of the switch + (W+1), the usage factor calculated with the pre-switch reading is taken into account for Profiling.

From reception of a new reading whose reading date falls after the switch and which meets the W-X criteria for a week W, the usage factor calculated with the new reading is used for Profiling.

3.AA24.2.2. Temporal Reconciliation workflow before date RE_{19}:

In Temporal Reconciliation, the general rule applies: the FU calculated with the 1st post-switch reading applies immediately after the switch.

3.AA24.2.3. Single Imbalances workflow from date RE_{19}

The general rule applies: the FU calculated with the 1st post-switch reading applies immediately after the switch.

3.AA24.3. Case of extreme Usage Factors

Certain calculated usage factors may have what appear to be “extreme” values, values which are very high in absolute terms.

3.AA24.3.1. Definition of extreme FU:

A usage factor is considered to be an “extreme usage factor” if it does not belong to a certain range of values, defined according to the subscribed power and FUD of the Site. Extreme usage factors are symmetrically filtered with respect to the FU.

$$FU \notin \left[\left((2 \times FUD) - (k - PS)\right) ; \; k \times PS\right]$$

where k is a parameterizable value that can be modified by sub-profile. The coefficients k used per sub-profile are published as described in Article 3.R.3.2.

3.AA24.3.2. Rule for the management of extreme FUs:

3.AA24.3.2.1. Workflow for calculation of imbalances before date RE_{19}:

If the calculated usage factor is designated as extreme under the rules given above, it will not be taken into account in the imbalance calculation workflow.

The usage factor used for Profiling will be the last calculated non-extreme FU. If such a FU does not exist, then the FUD (default usage factor) will be used.

3.AA24.3.2.2. Temporal Reconciliation workflow before date RE_{19}:

All calculated usage factors are used, even those identified as extreme FU and still existing in Temporal Reconciliation.

3.AA24.3.2.3. Single Imbalances workflow from date RE_{19}

Usage factors identified as extreme under the rules described in the Article “Definition of extreme FU” are not used before the calculation of the imbalances in M+12.

3.AA24.4. Default Usage Factor case

A default usage factor may be used in the cases described in Appendix 3.AA25.

3.AA24.4.1. Workflow for calculation of imbalances before date RE_{19}:

Following the arrival of the first reading after the creation of the Site or a change of profile, the FU calculated from this reading will be used from week W+1 after the reading date if the “W-X” method is applied, or from the 1st day after arrival otherwise.

3.AA24.4.2. Temporal Reconciliation workflow before date RE_{19}:

In Temporal Reconciliation, this first reading is used from the first day after the creation of the Site or a change of profile.

On a day D, for a given Site, if no reading with reading date higher than D is available, the usage factor applied to the Site is the last usage factor calculated with a reading whose date is earlier than or equal to D, or the default usage factor for the Site.

3.AA24.4.3. Single Imbalances workflow from date RE_{19}

For this workflow, the first reading is processed in identical fashion to those described in the preceding Article “Temporal Reconciliation workflow before date RE_{19}”.

3.AA25. THE DEFAULT USAGE FACTOR

In principle, each Profiled Site must have a Real Usage Factor (FUR) calculated from real Indexes, thereby ensuring that the energy of each Site is taken into account in the calculation of the energy totals of the Balance Responsible Parties. In practice, the Site may not have an available reading. A FUD (Default Usage Factor) is then assigned to the Site concerned, pending an available reading.

The market participants agree that the FUD may be directly linked to the subscribed power of the Site concerned, which is the only objective information available for the Site. Feedback on the flow reconstitution process mechanism will allow the function linking FUD to subscribed power to be periodically refined.

3.AA25.1. FUD calculation method

The available data are: subscribed power, the FUR of each Site, and the sub-profile. Therefore it is possible to deduce a Theta coefficient from the global FUR of each of the sub-profiles.

The FUD is then expressed as:

$$FUD = PS \times Thêta$$

Where:

- FUD: Default usage factor in kW
- PS: Subscribed power in kVA or kW
- $Thêta$: FUD coefficient in kW/kVA subscribed or kW/kW subscribed

The Theta coefficient takes into account statistically the increase in consumption within each sub-profile. It makes it possible to calculate a FUD value.

The method for calculating the Theta coefficient is as follows:

For each sub-profile:

- Calculation of the sub-profile's FU as the sum of the FU of each of its Sites
- Calculation of the sum of the subscribed power for these same Sites

From which we can deduce:

$$Thêta_{Sous-Profil} = \frac{FUR_{Sous-Profil}}{PS_{Sous-Profil}}$$

The Theta of each sub-profile is calculated on the basis of the real global data processed by the Enedis IS.

Example of application:

Profile PRO2-P1 (PRO HP)

Total FURs calculated on all Sites possessing an Index history: 768,204 kW

Total of subscribed powers corresponding to these Sites: 9,140,426 kVA

Thêta $_{PRO2-P1}$ = 768 204 / 9 140 426 = 0.08404 kW/kVA subscribed

The FUD of a PRO2-P1 Site with subscribed power of 15 kVA is then: 15 * 0.08404 = 1.261 kW

3.AA25.2. FUD application methods

The FUD is therefore a provisional value, and is used to calculate the totals of Balance Responsible Parties until a FUR can be calculated.

3.AA25.2.1. Workflow for calculation of imbalances before date RE_{19}:

The FUD can be used in the following situations:

- If no reading dated before S-X and non-extreme is available
- For all creations of a new Site (in the direction of new connection)
- For all commissioning with a change of occupant
- Following all changes to Profile
- For a Site leaving a regulated purchase tariff

3.AA25.2.2. Temporal Reconciliation workflow before date RE_{19}:

The FUD can be used in the following situations:

- If no reading of date greater than D is available
- If no reading is available

The DSO describes in the DSO-BRP special conditions in which cases, of those described above, it uses FUD.

3.AA25.2.3. Single Imbalances workflow from date RE_{19}

The methods for applying the FUD are identical to those described in the preceding Article, “Temporal Reconciliation workflow before date RE_{19}”.

3.AA25.3. FUD update

3.AA25.3.1. Change in subscribed power

If the FUD is used and in the event of a contractual change to the power subscribed on date t0, the new power value is used for the calculation of the Site’s FUD for the Weeks after t0.

3.AA25.3.2. Changes to the theta value

If the FUD is used and in the event of a change to the theta coefficient on date t0, the new theta value is used for the calculation of the Site’s FUD for the Weeks after t0.

After reception of a new reading whose reading date meets the W-X criterion for a Week W, it is the FU calculated from this new reading that is used in the imbalance calculation workflow if the readings are applied with the “W-X” method. If the “overlapping” method is applied, the FU calculated from the new reading is used from the 1st day following the date of reception of the reading.