



# Frequency Ancillary Services Terms and Conditions

Version applicable on 1 September 2021

*The following translation is not binding*



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# 1. FOREWORD

## 1.1 Purpose and Scope of Terms and Conditions

### 1.1.1 Subject:

To permanently ensure the instantaneous balance between generation and consumption of electrical energy, RTE implements Primary (Frequency Containment Reserve - FCR) and Secondary Frequency Control (or automatic Frequency Restoration Reserves -aFRR) by calling on the active power Automatic Reserves incorporated in the facilities of the transmission system's Users.

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

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

These Terms and Conditions apply to automatic frequency control only.

### 1.1.2 Scope

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

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

The contracting of Reserves is done either by call for tender in application of the Electricity Regulation or by Obligations in application of Article L. 321-11 of the French Energy Code, in accordance with the principles described in Article 6. The remuneration of Reserves contracted with RTE is carried out in accordance with Article **Erreur ! Source du renvoi introuvable.**

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

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

The set of rules for activating automatic frequency restoration reserve have evolved in line with the EBGL: The pro rata activation of automatic frequency restoration reserves of scheduled entities is replaced by merit order activation. The set of rules for this activation are described in Article 12. In addition, RTE verifies the actual provision of Reserves through continuous monitoring of performance, which may give rise to a Notice of Failure followed by a Compliance order as well as financial consequences in accordance with Article 14.

The financial flows relating to activated control power between RTE and the parties concerned are described in Article 13.

The terms for establishing the various billing data are specified in Article **Erreur ! Source du renvoi introuvable.**

Finally, the transitional provisions that take precedence over those of other Articles of the Terms and Conditions are listed in Article 17.

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

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

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

## **1.2 Legal framework**

### **1.2.1 European legal framework**

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

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

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

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

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

**1.2.2 National legal framework**

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

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

Operators of Generation Units forming part of generation facilities with a constructive capacity for automatic frequency control are required to make these constructive capacities available to RTE, in application of article L. 321-11 of the French Energy Code and according to the provisions of these Terms and Conditions.

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

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

**2. DEFINITIONS**

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

<b>Rebate</b>	Amount requested by RTE from a Participant due to Reserve Failure.
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<b>Participation Agreement</b>	Contract signed between RTE and a Frequency Ancillary Services Terms and Conditions Participant, a model of which is found in Annexe 1 of the Terms and Conditions.
<b>aFRR or automatic Frequency Restoration Reserve</b>	Automatic Frequency Restoration Reserve
<b>Rolling Year</b>	Period of twelve (12) months that begins and ends on a set day.
<b>Annex</b>	Annex of the Frequency Ancillary Services Terms and Conditions.
<b>Uncontrolled Hydropower Input</b>	Hydropower input intermittent in nature for the Reserve Provider (rain, melted snow or input from the hydraulic management of other players within the same hydraulic basin or catchment area), and under the Terms and Conditions, no longer allowing the Reserve Providing Groups concerned to participate in the automatic frequency control without discharging part of these inputs.
<b>Article</b>	Article of the Terms and Conditions.
<b>LFC block</b>	A part of a synchronous area or an entire synchronous area, physically demarcated by points of measurement at interconnectors to other LFC blocks, made up of one or several LFC areas, operated by one or more TSOs fulfilling the obligations of load-frequency control. France's LFC block structure, for which RTE is the block supervisor transmission system operator, within the Continental Europe Synchronous Area is identified and described in the common proposal on the determination of LFC blocks of the Continental Europe Synchronous Area under the terms of Article 141, paragraph 2, of the SOGL Regulation.
<b>Daily Balance of Power Exchanges</b>	Amount in MWh representing the degree of the Reserve Provider's financial exposure to RTE.
<b>Reserve Balance</b>	For a Reserve Provider, the difference between scheduled Reserves and Reserves contracted to it in accordance with its Reserve Obligation or Commitments and the balance of Reserve exchanges performed.
<b>Specifications of the National Transmission System NTS</b>	Agreement governing the terms and conditions of the concession by the State to RTE of the public transmission system, concerning the development, maintenance and operation of the PTS referred to in articles L. 321-4 and L. 321-5 of the French Energy Code. The specifications of the NTS are in the addendum of 30 October 2008 to the concession agreement of 27 November 1958 between the State and RTE.

<b>Qualification Certificate (or Qualified, Qualification, or Certification of Qualification)</b>	Certificate issued by RTE to a Reserve Providing Group or a Reserve providing Unit or a Generation Unit concerning its capacity to provide Frequency Containment Reserve or Automatic Frequency Restoration Reserve.
<b>Time Series</b>	Set of declared values covering a Day at Half-Hourly Intervals.
<b>Market Access Commission (or CAM)</b>	Market Access Commission of the CURTE.
<b>French Energy Regulatory Commission (or CRE)</b>	Energy regulator whose composition and powers are laid down in Title III of Book I of the French Energy Code.
<b>Distribution System Access Contract or CARD</b>	The contract referred to in article L. 111-91 of the French Energy Code defining the technical, legal and financial conditions for a User's access to a Public Distribution System in view of consumption and / or generation of electrical energy on the network. It is entered into by the User with the Public Distribution System operator.
<b>Transmission System Access Contract or CART</b>	The contract referred to in article L. 111-91 of the French Energy Code defining the technical, legal and financial conditions for a User's access to a Public Transmission System in view of consumption and / or generation of electrical energy on the network. It is entered into by the User with the Public Transmission System Operator.
<b>Coordination Planning Contract</b>	Contract under which RTE and a Scheduling Agent agree to the terms of consultation, discussion and coordination for performing the maintenance, renewal, development and repair work of the PTS.
<b>Additional Services Contract</b>	Contract by which a person subscribes to additional services with RTE.
<b>Metering Data Service Contract</b>	Contract RTE (respectively a DSO) may enter into with a participant for a Site indirectly connected to the PTS (respectively to the PDS).
<b>Single Contract</b>	A contract signed between a Supplier and a consumer. This contract is intended both for the supply of electricity and its transmission. It is separate from the Transmission System Access Contract (CART or CARD) which concerns only the transmission, and not the supply of electricity. The Single Contract can be entered into for the PDS or the PTS, depending on whether the Site is connected to one or another of these networks.
<b>CURTE</b>	Comité des Clients Utilisateurs du Réseau de Transport (transmission system client users committee).

<b>Forecast Compliance Date</b>	Date on which the Participant undertakes, at the latest, to end a Failure of its Generation Units.
<b>Start of Failure</b>	Start date of the Reserve Failure retained for the calculation of Rebates (this date may differ, in some cases, from the start of the actual technical failure).
<b>Failure</b>	Total or partial failure to deliver frequency control for a Reserve Providing Group, a Reserve Providing Unit or a Generation Unit, excluding failures arising from faulty RTE equipment.
<b>DGEC</b>	General Directorate for Energy and Climate.
<b>DTR</b>	Reference technical documentation of RTE, referred to in Article 35 of the Specifications of the PTS. The DTR specifies the practical terms of operation and use of the PTS. It is published on the RTE website.
<b>Performance Deviation</b>	Deviation between the observed performance of a Reserve Providing Group and the performance requested by RTE.
<b>Reserve Commitment</b>	Amount of Reserve contracted by the Reserve Provider by call for tender to be made available to RTE by the Reserve Provider, either directly by Scheduling, or indirectly by procuring Reserves.
<b>Balancing Entity (or BE)</b>	Balancing Entity has the meaning attributed to it in the MA-RE Terms and Conditions.
<b>Scheduling Entity (or SE)</b>	Basic scheduling unit corresponding to one or several Generation Units, and for which a Forecast Dispatch Schedule is established by a Scheduling Agent.  The notion of a Scheduling Entity does not include that of a Consumption Scheduling Entity.
<b>Consumption Scheduling Entity or Consumption SE</b>	Basic scheduling unit corresponding to one or several Consumption Sites qualified to participate in the provision of frequency ancillary services, and for which a Forecast Dispatch Schedule is established by a Scheduling Agent.  The notion of a Consumption Scheduling Entity is not included in the notion of a Scheduling Entity.
<b>Reserve Providing Group (or RPG)</b>	Grouping of Consumption Sites or Generation Units that provide Reserve.
<b>Decentralised Reserve Providing Group</b>	Reserve Providing Group composed exclusively of Consumption Sites with a maximum Upward or Downward Primary or Secondary Frequency Control less than or equal to 250 kW.

	A Decentralised Reserve Providing Group is a Consumption type Reserve Providing Group within the meaning of the Frequency Ancillary Services Terms and Conditions
<b>Alert State of the transmission system<sup>1</sup></b>	<p>The Alert State means the system state in which the system is within operational security limits, but a contingency from the contingency list in accordance with Article 33 of the SOGL has been detected and in case of its occurrence the available remedial actions are not sufficient to keep the normal state;</p> <p>The transmission system is in alert state according to the terms defined in article 18, paragraph 2 of the SOGL.</p> <p><u>The Alert State of the system frequency is declared when:</u></p> <ul style="list-style-type: none"> <li>- the absolute value of the system frequency deviation is less than 200 mHz;</li> </ul> <p>And</p> <ul style="list-style-type: none"> <li>- the absolute value of the frequency deviation exceeds 50 MHz for over 15 min</li> <li>- or higher than 100 mHz for more than 5 minutes</li> </ul> <p>Coming out of the Alert State, i.e.: returning to a Normal State, occurs as soon as the absolute value of the frequency deviation is less than 50 mHz if the absolute value of the frequency deviation was greater than 50 mHz for more than 15 minutes or as soon as the absolute value of the frequency deviation is less than 100 mHz if the absolute value of the frequency deviation was greater than 100 mHz for more than 5 minutes.</p> <p>Frequency deviations are calculated in relation to the nominal frequency <math>f_n = 50.00</math> Hz</p>
<b>Emergency State of the transmission system<sup>2</sup></b>	<p>The transmission system is in emergency state according to the terms defined in article 18, paragraph 3 of the SOGL.</p> <p><u>The Emergency State of the system frequency is declared when:</u></p> <ul style="list-style-type: none"> <li>- the absolute value of the system frequency deviation is greater than 200 mHz</li> </ul> <p>Frequency deviations are calculated in relation to the nominal frequency <math>f_n = 50.00</math> Hz</p>

<sup>1</sup> Article 18, paragraph 2 of SOGL

<sup>2</sup> Article 18 of the SOGL code, paragraph 3 of SOGL

	The exit from the Emergency State, i.e. the return to the Normal State, takes place as soon as the absolute value of the frequency deviation is lower than 50 mHz.
<b>Normal State of the transmission system<sup>3</sup></b>	This means a situation in which the system is within operational security limits in the N-situation (situation where no transmission system element is unavailable due to occurrence of a contingency) and after the occurrence of any contingency from the contingency list, taking into account the effect of the available remedial actions;
<b>E&amp;R: Network Code on Electricity Emergency and Restoration ("E&amp;R")</b>	Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration
<b>FAT: Full Activation Time</b>	Full activation time of the maximum volume of Automatic Frequency Restoration Reserve during the variation of an N level from 0 to +1 (or -1)
<b>Frequency Containment Reserve (FCR)</b>	Frequency Containment Reserve
<b>Collection and Payment Fund</b>	Account opened by RTE, tracking and centralizing the financial flows between Reserve Providers and Electricity Suppliers for the participation of Consumption Sites to Frequency Ancillary Services.
<b>Supplier</b>	Entity with which a consumer may enter into a contract for purchase of electricity, in accordance with Article L. 331-1 of the French Energy Code.
<b>Gain (or K factor)</b>	Primary Frequency Control Gain, in MW/Hz. This characteristic parameter of the regulation system of the Reserve Providing Group or Generation Unit determines the expected theoretical response of the Reserve Providing Group (MW) in terms of Primary Frequency Control when it differs from 50 Hz.
<b>Bank Guarantee (or BG)</b>	Means of financial security established in accordance with Annex 9.
<b>Distribution System Operator (or DSO)</b>	Public distribution system operator, within the meaning of articles L. 111-51 and in accordance with the French Energy Code.
<b>Generation Unit (or GU)</b>	Association of rotating machines or static generators transforming primary energy (thermal, hydraulic, wind, tidal, solar, ...) into electrical energy. A Generation Unit may need Auxiliaries to operate.

<sup>3</sup> article 3 of the SOGL

<b>GIPSE</b>	The GIPSE application (Gestion Informatisée des Périmètres et des Supports pour le système Electrique) is the entry point for Reserve Providers to : - request a modification of their Reserve Perimeter, in accordance with Article 4.3.1
<b>Hydroelectric Power Station</b>	Generation Unit converting kinetic or potential energy of a mass of water into electrical energy with a hydraulic turbine
<b>Nuclear Power Plant</b>	A Thermal Power Plant that converts heat from fission of a nuclear fuel into electrical energy, using a steam turbine.
<b>Thermal Power Plant</b>	A power station that converts primary energy into electrical energy using a steam turbine or gas turbine.
<b>Fossil Fuel Power Plant</b>	A power station which converts energy from burning a fossil fuel into electrical energy, using a steam turbine or gas turbine.
<b>Transmission System Operator (TSO)</b>	Electricity transmission system operator
<b>Gate Closure</b>	Deadline for submitting an initial Forecast Dispatch Schedule or a redeclaration of a Forecast Dispatch Schedule.
<b>Hour (or H, or h)</b>	The hours indicated correspond to Paris time and a duration of 60 minutes.
<b>System Access Deadline</b>	This deadline has the meaning assigned to it in the MA-RE Terms and Conditions.
<b>Payment Defaults</b>	Failure to pay the full sum due by the agreed deadlines.
<b>Compensation</b>	Sum due by the Reserve Provider to RTE in the case of a negative Reserve Balance.
<b>Unscheduled Unavailability</b>	Unforeseen and unplanned unavailability of a Generation Unit, a control capacity or a TS or DS operation resulting from either an automatic or manual action to ensure the safety of persons or property, or the operational security of the electricity system.
<b>Scheduled Unavailability</b>	Planned unavailability of the TS or of a Generation Unit connected to the TS following the terms specified in the Coordination Planning Contract of the generation and transmission grid.
<b>Stationary Electricity Storage Facility or SSF or Stationary Storage Site</b>	Stationary Storage Unit or a set of Stationary Storage Units installed on a same Site and operated by the same User. The installation includes all the materials and equipment operated by the same User.

	<p>The Stationary Storage Facility is a Site.</p> <p>For the purposes of these Terms and Conditions, Stationary Storage Facilities are considered as Consumption Sites</p>
<b>Day (or D)</b>	<p>Calendar day lasting 24 hours defined as follows: [00:00; 24:00[. Days on which the official time changes, as defined by decisions published in the Official Journal of the French Republic, comprise either 23 Hours or 25 Hours.</p>
<b>Business Day</b>	<p>Any one of the Days of the week, with the exception of Saturday, Sunday and Public and Bank Holidays.</p>
<b>Daily limit of Exchanges</b>	<p>Amount in MWh representing the Reserve Provider's maximum financial exposure to RTE.</p>
<b>Balancing Mechanism</b>	<p>Mechanism put in place by RTE, in application of article L. 321-10 of the French Energy Code to ensure the following two functions:</p> <p>Ensure generation-consumption balance in real time; and</p> <p>Resolve transmission system congestion.</p> <p>The rules relating to this mechanism are defined in the MA-RE Terms and Conditions.</p>
<b>Megawatt (or MW)</b>	<p>Unit of measurement of electrical power.</p>
<b>Compliance</b>	<p>Resolution of a Generation Unit Failure.</p>
<b>Calendar Month or Month</b>	<p>Period commencing on the first Day of a month at 0:00 and ending on the last Day of the same month at 23:59.</p>
<b>Storage Unit</b>	<p>see Stationary Storage Unit.</p>
<b>NEMO</b>	<p>Nominated Electricity Market Operators</p> <p>Day-ahead and intraday electricity market operator as stipulated in the Commission Regulation (EC) 2015/1222</p>
<b>Exchange of Reserves Notification</b>	<p>Declaration from a Reserve Provider to RTE that a quantity of Reserve needs to be removed from a Reserve Perimeter to be transferred to another.</p>
<b>Notification or Notify</b>	<p>Written exchange of information between the Parties, respecting the format outlined in Article <b>Erreur ! Source du renvoi introuvable.</b></p>
<b>Reserve Obligation</b>	<p>Amount of Reserve for France's needs to be made available to RTE by the Reserve Provider, either directly by Scheduling, or indirectly by procuring Reserves.</p>

<b>Bid or aFRR Bid</b>	<p>All of the technical and financial conditions under which the Reserve Provider proposes to RTE the activation of Automatic Frequency Restoration Reserve of a RPG Qualified for Automatic Frequency Restoration Reserves.</p> <p>Chronologically, a Bid is:</p> <p>"Submitted" or "Filed" and constitutes a "Submission" when a Bid is received by RTE;</p> <p>"Modified" and constitutes a "Modification" when a Bid is Submitted or Filed for a RPG and modified at any of the following Gate closures by the Reserve Provider;</p> <p>"Rejected" and constitutes a "Rejection" when it is not established in accordance with the provisions of the Frequency Ancillary Services Terms and Conditions, and the Bid cannot be Taken into Account by RTE;</p> <p>"Accepted" when as it is established in accordance with the provisions of the Terms and Conditions, the Bid Submitted and/or Modified may be dispatched by RTE. The Taking into Account of a Bid comes at the Gate Closure time following its Submission;</p> <p>"Activatable" when the Bid price has been brought into compliance with the volume of Upward or Downward Automatic Frequency Restoration Reserves at the MP (matching process) and can be integrated into the list of bids that can be Activated by RTE. The Activatable Bid at a volume (Upward or Downward) corresponds to the MP volume of the RPG and the associated price after the matching process.</p> <p>"Activated" and is an "Activation": an Bid is Activated when the Ni Level is not zero</p> <p>"Deactivated" and is a "Deactivation" when the level Ni goes to 0.</p>
<b>Automatic Frequency Restoration Reserve capacity offer or Capacity Offer</b>	All of the technical and financial conditions under which the Reserve Provider proposes the contracting of Automatic Frequency Restoration Reserve capacity to RTE
<b>Participant</b>	Signatory to the Participation Agreement to the Frequency Ancillary Services Terms and Conditions (excluding RTE).
<b>Symmetric participation</b>	Ability of a RPG to supply a Reserve Type following an upward and downward reserve couple (Ru,Rd) such that Ru is equal to Rd.

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

<b>Reference Spot Price</b>	The Reference Spot Price for a given time interval is the average level of the French daily electricity market price established by the designated NEMOs in France on this time interval, volume weighted with the volumes handled by each NEMO at this time interval.
<b>Scheduling</b>	Commitment of a Reserve Provider to supply Reserve to RTE from the Reserve Providing Groups of its Reserve Perimeter.
<b>Schedule or Forecast Dispatch Schedule</b>	Time Series of scheduling data per Reserve Providing Group established by the Reserve Provider in accordance with the MA-RE Terms and Conditions or under these Terms and Conditions.
<b>Final Dispatch Schedule</b>	Corrected Forecast Dispatch Schedule of orders submitted by RTE in the context of the Balancing Mechanism.
<b>RACOON</b>	Interface application between RTE and Reserve Providers allowing RTE to contract Automatic Frequency Restoration Reserve Capacity Offers
<b>Primary Frequency Control</b>	Automated mechanism for a Reserve Providing Group allowing it to adjust its generation or consumption following a frequency variation.
<b>Secondary Frequency Control or Secondary Control Secondary Load-Frequency Control</b>	Centralised automated mechanism (at RTE national dispatching level) to adjust the Reserve Providing Groups' generation or consumption so as to maintain the initial exchange schedule on the interconnections and the nominal frequency.
<b>EBGL Regulation</b>	Electricity Balancing Guideline: Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing
<b>Electricity Regulation</b>	Regulation (EU) 2019/943 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity
<b>NEBEF Terms and Conditions</b>	Experimental terms relating to the participation of demand response in the electricity market available on the RTE Website.
<b>MA-RE Terms and Conditions</b>	Terms and Conditions relating to Scheduling, the Balancing Mechanism and Recovery of Balancing Charges, available on RTE website
<b>Frequency Ancillary Services Terms and Conditions or Terms and Conditions or FAS Terms and Conditions</b>	These Terms and Conditions, available on the RTE Website

<b>IS Terms and Conditions</b>	Set of documents outlining the terms and conditions for access to RTE information systems and telecommunications and to the use of RTE applications for Frequency Ancillary Services.
<b>ENTSO-E</b>	European Network of Transmission System Operators for Electricity. Represents all European transmission system operators, covering technical and market activities. Commission Regulation (EC) 714/2009.
<b>Upstream Network</b>	For a Generation Site connected to the PTS, all PTS works other than the Evacuation Network.
<b>Evacuation Network</b>	For a Generation Site connected to the PTS, all PTS works, as defined in part V of Article 17 of the PTS Specifications, the details of which are specified in the special site conditions of the CART generator.
<b>RTE (<i>Réseau de Transport d'Électricité</i>)</b>	Public limited company transmission system operator carrying out its missions within the meaning of articles L. 321-1 and in accordance with the French Energy Code.
<b>Public Distribution System (or PDS)</b>	All the elements defined in Article L. 2224-31 of the General Code of territorial communities.
<b>Public Transmission System (or PTS)</b>	All of the elements mentioned in Article L.321-4 of the French Energy Code and in Decree No. 2005-172 of 22 February 2005 adopted for its application.
<b>Reserve (Automatic)</b>	Frequency Containment Reserve and/or Automatic Frequency Restoration Reserve.
<b>Frequency Containment Reserve (FCR)</b>	Symmetric reserve of active power in MW upward and/or downward for Reserve Providing Groups participating in Primary Frequency Control and allowing implementation of the latter.
<b>Automatic Frequency Restoration Reserve (or aFRR)</b>	Symmetric reserve of active power in MW, upward and/or downward for Reserve Providing Groups participating in Automatic Frequency Restoration Load-Frequency Control and allowing implementation of the latter.
<b>Limited Energy Reservoir</b>	Entities which cannot provide Frequency Containment Reserve and Automatic Frequency Restoration Reserve over the period contracted with RTE (duration respecting the scheduling intervals and the neutralisation lead time), unless recharged or discharged (on the network or via natural inflow) in a recurring way
<b>Balance Responsible Party (or BRP)</b>	Legal entity having signed a Participation Agreement with RTE to the MA-RE Terms and Conditions as Balance Responsible Party.

<b>Scheduling Agent (or SA)</b>	Legal entity having signed a Participation Agreement with RTE to the MA-RE Terms and Conditions as Scheduling Agent.
<b>Reserve Provider (or RP)</b>	Legal entity having signed a Participation Agreement with RTE to the Frequency Ancillary Services Participation Agreement and participating in frequency control (F/P).
<b>Direction of the Reserve</b>	Upward or downward reserve.
<b>Frequency Ancillary Services (or SSYf in French)</b>	Services comprising Primary and Secondary Frequency Control, primary and secondary voltage control, as well as operating as a synchronous compensator.
<b>Frequency Ancillary Services</b>	Services including Primary and Secondary Frequency Control
<b>Generation Site</b>	Site injecting electrical energy into a Public Transmission or Distribution System for which either a transmission system access contract, an Additional Services Contract or a Metering Data Service Contract was entered into
<b>Consumption Site</b>	Site extracting electrical energy from a Public Transmission or Distribution System for which either a transmission system access contract, an Additional Services Contract, a Metering Data Service Contract or a Single Contract was entered into.
<b>Site</b>	Generation Site or Consumption Site, identified by the French national register of companies ID number (SIRET number), as defined by Articles R123-220 of the French Commercial Code, or, for sites that don't have this number, by the location of electricity generation or consumption.
<b>RTE Website</b>	RTE Website: <a href="http://services-rte.com">services-rte.com</a> .
<b>SOGL</b>	System Operation Guideline: Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation.
<b>STEP (pumped storage unit)</b>	Hydroelectric Plant consisting of at least two basins located at different altitudes, and with a pumping capacity from a lower basin to an upper basin.
<b>TOPNIVEAU</b>	Interface application between RTE and the Reserve Provider allowing the Reserve Provider to manage aFRR Bids
<b>Reserve Type</b>	Frequency Containment Reserve or Automatic Frequency Restoration Reserve.

<b>Information System (or IS)</b>	RTE IT environment, accessible to the Participant, which hosts RTE applications that allow the Terms and Conditions to be applied. The IS accessible via a connection protocol.
<b>Stationary Storage Unit</b>	A set of stationary electricity storage equipment that allows electricity to be stored in another form and converted back to electrical energy while being coupled to public transmission systems.
<b>User</b>	Natural or legal person linked to RTE, a DSO or a Supplier by a transmission system access contract, a Metering Data Service Contract, an Additional Services Contract or a Single Contract.

### 3. GENERAL PROVISIONS

#### 3.1 Set of rules for revising the Terms and Conditions

##### 3.1.1 Process for revision of the Terms and Conditions

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

- RTE establishes a draft revision of these Terms and Conditions on its own initiative or at the request of one or several members of the Market Access Commission (CAM) or Participants;
- to draw up the draft revision, RTE coordinates with the DSOs on subjects relevant to them and includes all of the stakeholders throughout the development of the proposal, taking into account their opinions;
- RTE notifies the draft revision to section 1 of these Terms and Conditions to the members of the CAM and the Participants;
- within a period specified in this Notification, not less than 1 calendar month, the members of the CAM may Notify their observations or counter-proposals to RTE: this is the consultation phase;
- After the deadline for the Notification of observations or counter-proposals mentioned above, RTE develops a new draft revision of these Terms and Conditions and notifies the CAM members and Participants. In the development of this new project, RTE takes into account observations from the interested parties, expressed during the consultation phase. RTE may refuse to take into account the comments submitted, but must give its reasons for doing so;
- RTE transmits the new project to the CRE, along with the results of the consultation, and, where relevant, justifies why any observations or counter-proposals were not retained;
- the CRE, in application of Article L.321-11 of the French Energy Code, approves the "Frequency Ancillary Services Terms and Conditions";

- within a period of 15 Business Days from the date of the approval decision of the CRE, RTE:
  - establishes the final revised version of the Terms and Conditions,
  - publishes the final revised version of the Terms and Conditions as well as the date of its entry into force on the RTE website,
  - Notifies each Participant and each DSO concerned by the revision, via electronic mail with acknowledgement of receipt, or, if the Participant or the DSO requests it, by registered letter with return receipt requested, the availability of the final revised version of the Terms and Conditions on the RTE website, as well as the date of its entry into force.

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

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

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

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

## **3.2 Terms for participation**

### **3.2.1 Principles**

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

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

A participant with Generation Units forming part of generation facilities with a constructive capacity for automatic frequency control and required to make this available to RTE, in application of Article L. 321-11 of the French Energy Code, must participate in automatic frequency control by signing a Participation Agreement.

### **3.2.2 Types of participation**

There are two types of participation:

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

The type of participation is specified in the Participation Agreement.

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

### **3.2.3 Request for participation**

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

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

- The completed questionnaire in **Annexe 14** or the KYC questionnaire available on the RTE Website;
- a copy dated within the last three (3) Months of the entries entered in the trade and companies register concerning the participant or any equivalent for companies located outside France and for operators not included in this register; and
- the profit and loss statement and annual balance sheet of the three fiscal years preceding the application or any equivalent document. If it is a new company, any document justifying its financial capacities, as well as a note describing the activity and the business plan.

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

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

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

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

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

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

### **3.2.5 Access to the RTE Information System**

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

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

#### 3.2.5.1 *Tests related to the Participant's Information System*

To be able to sign the Participation Agreement, the Participant must have participated in the tests relating to the Information System implemented by RTE.

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

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

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

#### 3.2.5.2 *Backup Mode set up*

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

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

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

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

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

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

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

## **3.4 Set of rules for termination of the Participation Agreement**

### **3.4.1 Termination on the part of the Participant**

A Participant who is not subject to the requirements of Article L. 342-5 of the French Energy Code may terminate its Participation Agreement at any time, provided its Reserve Perimeter is empty (Annex 4).

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

In any case, the latter cannot be earlier than:

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

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

### **3.4.2 Termination by RTE**

#### *3.4.2.1 Requirements*

Providing the Participant does not have or no longer has any generation facilities with frequency control constructive capacity to be made available to RTE in application of Article L. 321-11 of the French Energy Code, RTE may terminate the Participant's Participation Agreement without compensation in the cases exhaustively listed below:

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

#### *3.4.2.2 Official notice, settlement and termination*

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

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

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

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

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

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

### **3.5 General terms and conditions of execution**

#### **3.5.1 Liability**

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

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

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

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

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

#### **3.5.2 Mandate for data exchanges**

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

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

### **3.5.3 Operational exchange conditions**

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

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

This Notification specifies, for each Consumption Site or Generation Unit:

- The reference of the Consumption Site or Generation Unit, as specified in Article 4.3.1.1.2;
- the Reserve Provider of the Consumption Site or Generation Unit;
- the “remotely-read” or “profiled” nature of the load curve of the Consumption Site;
- the identity of the BE of the Consumption Site or Generation Unit
- the identity of the Supplier of the Consumption Site;
- the Fixed Scale of the Consumption Site; and
- the name of the Reserve Providing Group of the Consumption Site or Generation Unit;

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

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

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

### **3.5.4 Confidentiality**

#### *3.5.4.1 Nature of the confidential information*

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

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

The notion of confidential Information does not include:

- any information the recipient party of the information (hereafter “Recipient Party”) can demonstrate:
  - that this information falls into the public domain at the time of its transmission by the party disclosing the information (“Disclosing Party”) or fell into the public domain in the course of this exchange, without the Disclosing Party having violated its obligations of confidentiality under the Terms and Conditions; or
  - that it was already aware of this information prior to its communication by the Disclosing Party or that it developed it independently; or
  - that it has been released from its confidentiality obligation with regard to this information by prior written agreement from the Disclosing Party; or
  - that it has received this information from a third party, lawfully, without violation of the provisions of this Article;
- the public indicators of the Balancing Mechanism described in Section 1 of the Terms and Conditions.

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

#### 3.5.4.2 *Content of the confidentiality obligation*

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

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

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

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

#### 3.5.4.3 *Duration of the obligation of confidentiality*

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

### **3.5.5 Intellectual Property**

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

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

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

### **3.5.6 Force majeure**

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

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

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

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

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

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

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

### **3.5.7 Unforeseeability**

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

### **3.5.8 Settlement of Disputes**

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

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

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

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

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

### **3.5.9 Notifications**

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

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

The date of Notification is deemed to be:

- The date indicated on the receipt for a hand delivery on a Business Day or the next Business Day after the hand delivery date if this date is not a Business Day;
- for a registered letter with acknowledgement of receipt, postmark indicating:
  - the effective date of delivery of the mail;
  - otherwise, if the mail is not delivered:
    - if the mail is refused, the date of refusal;

- if the mail has not been accepted within a period of 15 days following first presentation, the date of first presentation of the mail at the address declared by the recipient.

- the Day and Time of the acknowledgement of receipt transmitted by fax, for a fax delivery;

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

### **3.5.10 Rules for rounding**

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

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

All the powers in MW are rounded to the nearest integer (Reserve Obligations, Forecast Dispatch Schedule, Final Dispatch Schedule, energy and capacity Offer of aFRR and FCR).

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

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

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

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

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

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

### **3.5.11 Governing law and language of the Terms and Conditions**

These Terms and Conditions are governed by French law.

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

### **3.5.12 Territoriality of the terms and conditions**

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

### **3.5.13 Personal data**

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

## **4. RESERVE PERIMETER**

### **4.1 Notion of Reserve Perimeter**

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

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

## **4.2 Reserve Providing Groups**

### **4.2.1 Types of Reserve Providing Group**

There are two types of Reserve Providing Group:

- Generation type Reserve Providing Groups;
- Consumption type Reserve Providing Groups.

A generation type Reserve Providing Group is a Scheduling Entity.

A consumption type Reserve Providing Group is a Consumption SE.

A Generation Site which does not include a Generation Unit within the meaning of the Frequency Ancillary Services Terms and Conditions is integrated into a Consumption Site.

### **4.2.2 Characteristics of a Reserve Providing Group**

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

- Qualification either for Primary Frequency Control only, or for Secondary Frequency Control only, or for both types of frequency control;
- For each Reserve Type, the ability of either only symmetric, only upward, only downward, symmetric, and/or asymmetric.
- Technical characteristics related to the obligations of legal requirements when connecting (connection contract type, for generation RPG whose characteristics are per Generation Unit): Maximum reserve, maximum Frequency Containment Reserve and maximum Automatic Frequency Restoration Reserve. The maximum Reserve is less than or equal to the sum of the maximum Frequency Containment Reserve and the maximum Automatic Frequency Restoration Reserve. These values can differ in an upward or downward direction. These values have a resolution of 0.1 MW;
- Additional characteristics related to certification in terms of participation in these Terms and Conditions and not related to the obligations of legal requirements at connection (connection contract type): Certified maximum reserve, Market certified maximum Frequency Containment Reserve and Market certified maximum Automatic Frequency Restoration Reserve. The maximum Reserve is less than or equal to the sum of the maximum Frequency Containment Reserve and the maximum Automatic Frequency Restoration Reserve. These values can differ in an upward or downward direction. These values have a resolution of 0.1 MW
- Maximum duration of Frequency Control for Frequency Containment Reserve if relevant (or no maximum duration of Frequency Control if not). If it is less than 2 hours, it is the length of time that the reserve is kept at its maximum;

- Gain (or minimum Gain) in MW/Hz, or dynamic Gain for a Reserve Providing Group Qualified to provide Frequency Containment Reserve (according to the descriptions in Article 13.1.1).;
- Possible presence of a limiter;
- The value of the potential dead band (insensitivity) of the frequency control device in mHz (the speed control for a Generation Unit); and
- The type of servo control of the frequency controller. Control devices enabling a strictly linear response of the Reserve Providing Group power as a function of the frequency variation are “servo-controlled electrical power” Control devices which can respond to the signal frequency approaching a linear response may be admitted (“opening” type servo control for speed controllers of Generation Units). These are subject to an agreement between the Parties;
- For RPGs qualified for Automatic Frequency Restoration Reserves, the ramp for upward and downward certified automatic frequency restoration reserve;
- Names of Scheduling Entities or Consumption SEs making up the RPG.

### **4.2.3 Conditions on Reserve Providing Groups**

#### *4.2.3.1 Conditions applying to all Reserve Providing Groups*

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

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

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

A Reserve Providing Group must be able to provide at least 1 MW of Frequency Containment or Automatic Frequency Restoration Reserve per Half-Hourly Interval.

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

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

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

A SE can only make up one generation type Reserve Providing Group.

A Consumption SE can only make up one Consumption type Reserve Providing Group.

Each SE can only be included in the composition of one generation-type RPG. Each Consumption SE may enter the composition of only one consumption type RPG. Multi-Consumption SE RPGs are only permitted after date G.

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

- For Sites directly connected to the PTS: the signing of the final operating agreement;
- For Sites indirectly connected to the PTS: the signing of the final operating agreement or, where applicable, the obtaining of the "final operational Notification";
- For Sites connected to the PDS: commissioning;

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

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

*4.2.4.1.1 Provisions applicable to Generation Units and Consumption Sites*

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

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

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

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

*4.2.4.1.2 Provisions applicable only to Consumption Sites*

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

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

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

This prior and written agreement contains:

- Authorisation for the Reserve Provider to involve the Consumption Site in the Frequency Ancillary Services;
- The commitment to be free, on the effective date of connection to the Reserve Perimeter as stated in the agreement, of any contract signed previously with another Reserve Provider for this Consumption Site;
- For Consumption Sites connected to the PTS, the authorisation to allow RTE to adjust the Consumption Site's consumption of the activated control power, in accordance with Article 13.2.2;
- For Consumption Sites connected to the PDS by CARD contract, the commitment to provide the name of its Supplier via Annexe 6 to the System Operator the Consumption Site is connected to, within a time period consistent with the procedure for connecting the Consumption Site with a Reserve Perimeter described in Article 4.3.1.3;
- For Consumption Sites connected to the PDS with subscribed power strictly greater than 36 kVA, the confirmation, from the DSO where relevant, that the anticipated conduct in terms of the provision of Frequency Ancillary Services is compatible with the conditions of access to the PDS of its Consumption Site;
- Authorization for the Reserve Provider to transmit the telemetry data from the Consumption Site to RTE; and
- Authorization to grant RTE access to the Consumption Site concerned, for RTE to carry out the necessary audits concerning telemetry, transmission and chains of command systems for activation of Reserves.

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

#### *4.2.4.1.3 Provisions applicable only to Generation Units*

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

#### *4.2.4.2 Conditions to be verified by RTE*

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

Each RPG must have active power telemetry at 10-second intervals.

Each Generation Unit making up a generation type Reserve Providing Group must have a 10-second interval telemetry of active power.

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

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

### **4.3 Changes to the Reserve Perimeter**

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

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

DSOs handle changes to Reserve Perimeters for Reserve Providers for Consumption Sites and Generation Units connected to the PDS.

The evolution of the Reserve Perimeter, for Consumption Sites and Generation Units connected to the RPD, takes place within the scope of Article 4.3.1.3.2.

#### **4.3.1 Change implemented by the Reserve Provider**

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

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

- Adding a Reserve Providing Group to the Reserve Perimeter;
- Removing a Reserve Providing Group from a Reserve Perimeter;
- Changing the characteristics of a Reserve Providing Group;
- Amending the list of Consumption Sites that make up a consumption type Reserve Providing Group.

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

#### 4.3.1.1 *Prerequisites for identifying Consumption Sites or Generation Units*

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

##### 4.3.1.1.1 *Identification reference used by the Reserve Provider*

The Reserve Provider identifies:

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

##### 4.3.1.1.2 *Identification reference used by System Operators*

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

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

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

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

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

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

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

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

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

#### 4.3.1.2 *Specific conditions*

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

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

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

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

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

#### *4.3.1.2.3 Specific conditions for removing a generation type Reserve Providing Group*

A Reserve Provider must remove a generation type Reserve Providing Group from its Reserve Perimeter in the following cases:

- The withdrawal from operation of all Generation Units making up the Scheduling Entity;
- The withdrawal from the Scheduling Entity included in the Reserve Provider's Scheduling Perimeter; or
- Serious incident or long term decommissioning in accordance with Article 14.4.4.

Aside from the cases listed above, the Reserve Provider may not remove a generation type Reserve Providing Group that is qualified for symmetric participation from its Reserve Perimeter.

#### *4.3.1.2.4 Specific conditions for removing a consumption type Reserve Providing Group*

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

#### *4.3.1.2.5 Specific condition following Notification of contractual model*

Included in its request, the Reserve Provider may submit to RTE one or several agreements with Suppliers in accordance with Annexe 10, as evidence of contracts in place between it and the Suppliers concerned. These agreements allow the participation of the Consumption Sites concerned in accordance with the optional contractual model under Article 13.2.2.3.3.

#### *4.3.1.2.6 Procedures for determining the name of a Reserve Providing Group*

The Reserve Provider can Notify RTE of a request to obtain a name for a new Reserve Providing Group. The request must specify the type of RPG required.

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

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

#### 4.3.1.3.1 *Principles*

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

#### 4.3.1.3.2 *Procedure if the request concerns a Consumption Site or Generation Unit connected to the PDS*

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

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

For each Consumption Site or Generation Unit, the Reserve Provider:

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

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

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

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

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

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

- the list of Consumption Sites or Generation Units per RE,
- the maximum control capacities per Reserve Type and per Reserve Direction, for each Consumption Site, and

- the identity of the Balance Responsible Party and the Supplier of each Consumption Site as well as the associated Fixed Scale.

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

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

#### *4.3.1.3.3 Communication between the Reserve Provider and RTE*

If the request concerns at least one Consumption Site or Generation Unit connected to the PDS, the Reserve Provider must send requests to the DSOs to which the Consumption Sites or Generation Units are connected, in accordance with Article 4.3.1.3.2.

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

Past this period, unless explicit refusal is Notified by RTE, the Reserve Provider's request is accepted. In this case the modification of the Reserve Perimeter takes effect at the latest at the end of this period.

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

#### **4.3.2 Amendment by RTE**

RTE may remove a consumption type Reserve Providing Group from the Reserve Perimeter of a Reserve Provider, or one or several Consumption Sites making up a consumption type Reserve Providing Group if one of the prerequisites listed in Article 4.2 is no longer fulfilled, or in accordance with Article 13.2.2.

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

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

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

## **5. CERTIFICATION OF QUALIFICATION**

### **5.1 Principles**

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

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

### **5.2 Criteria for Qualification**

The Qualification Certification is established for the Reserve Providing Group.

For Primary Frequency Control and Secondary Frequency Control:

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

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

#### **5.2.1 Reserve Providing Groups with constructive capacities**

A Reserve Providing Group made up of Generation Units that are all part of the generation facilities subject to the provisions of the orders on the technical conditions for connection to the PTS, of 4 July 2003, of 23 April 2008 or of 9 June 2020 and with constructive capacity for automatic frequency control provided for by these orders, is regarded as Qualified for symmetric participation. This constructive capacity for automatic frequency control is formalised by the signing of the final operating agreement of the generation facility or a final reception Report of the installation.

Compliance with certification criteria is verified through periodic testing for the following Reserve Providing Groups:

- Reserve Providing Group consisting of Generation Units connected to the PTS prior to the entry into force of the order on the technical conditions for connection to the PTS of 4 July 2003, if the power of the generation facility exceeds 120 MW and the generation facility participates in the RSFP,

- Reserve Providing Group made up of Generation Units that are all part of the generation facilities subject to the provisions of the orders on the technical conditions for connection to the PTS, of 4 July 2003, of 23 April 2008 or of 9 June 2020 and with constructive capacity for frequency control provided for by these orders.

All Reserve Providing Groups mentioned in Annexe 4 at the entry into force of the Terms and Conditions are regarded as Qualified for symmetric participation.

For facilities < 120 MW or not participating in the RSFP, or there are no periodic control tests required, the continuous monitoring of the groups allows RTE to verify that the facilities are compliant. RTE may impose tests in case of deviation or alert detected in the continuous monitoring.

If a Generation Unit belonging to a Qualified RPG is subject to long term withdrawal from operation, as defined in Article 15.4.4, the Qualification Certificate of the RPG is automatically maintained during the long term withdrawal from operation if the RPG remains able to meet the performance criteria. In other cases, it is automatically reassigned on return from the long term withdrawal from operation of the Generation Unit, if the generation facility to which the Generation Unit belongs is not undergoing reassessment of its connection conditions, in accordance with the order of 6 July 2010. The order of 6 July 2010 requires testing to verify the qualification criteria for a closure of more than 2 years.

### **5.2.2 Reserve Providing Groups with no constructive capacities**

The Reserve Provider may request a Qualification Certificate from RTE for a group of Generation Units in its Scheduling Perimeter not subject to the preceding provisions, or for a group of Consumption Sites. RTE then determines Qualification by checking that the performance meets the minimum performance requirements described below:

Concerning Primary Frequency Control:

- For Generation Units belonging to generation type Reserve Providing Groups, the Primary Frequency Control operation should be possible from any point of operation above  $P_{\min}$  (technical minimum of the facility) and below  $P_{\max}$  (technical maximum of the facility) including when load variations occur;
- Activation of frequency containment reserve is not artificially delayed and begins as soon as possible after a frequency deviation;

- The expected theoretical instantaneous response for symmetric participation of the consumption type Reserve Providing Group, or of each Generation Unit of the generation type Reserve Providing Group (MW), corresponds to  $K \cdot (50 - f)$  (where K is the Primary Frequency Control Gain in MW/Hz, and f is the frequency in Hz). When the frequency is less than 50 Hz (upward participation), a generation type Reserve Providing Group must increase its generation, and a consumption type Reserve Providing Group must reduce its consumption. Conversely, when the frequency is higher than 50 Hz (downward participation), a generation type Reserve Providing Group must decrease its generation, and a consumption type Reserve Providing Group must increase its consumption. The expected theoretical instantaneous response of the Reserve Providing Group may be limited in the upward direction (respectively downward) by the upward Primary Frequency Control capacity (respectively downward) stated in the Final Dispatch Schedule of the Reserve Providing Group (linked to the limiting outlined in Article 4.2.2);
- The expected profile of the Frequency Containment Reserve response between 15s and 30s must always be greater than or equal to the line consisting of the points [15 sec; 50 % of the expected power variation] and [30 sec; 100 % of the expected power variation].
- The over-frequency response performances must be identical to the under-frequency response, as described above (except in the case of exclusively upward participation).
- The power response, upwards or downwards, must be able to be maintained without limit in time in the Normal State of the transmission system.
- In the Alert State of the network, the upward or downward power response must be able to be maintained without time limitation for Reserve Providing Groups that are not Limited Energy Reservoirs.
- In an Alert or Emergency State, Reserve Providing Groups that are Limited Energy Reservoirs must provide Primary Frequency Control service and be able to maintain full activation of the Frequency Containment Reserve corresponding to a deviation of +200MHz or greater (less than or equal to -200MHz, respectively), for a period of 15 minutes or the equivalent energy in case of frequency deviation less than 200MHz (greater than -200MHz, respectively). This duration is counted from the time of entry into the Alert State or entry into the Emergency State when it is not directly preceded by an Alert State. The Reserve Providing Group must continue to provide Primary Frequency Control service until the energy stock is exhausted or saturated. This fifteen-minute period may be required to evolve in order to comply with the European TSOs' proposal for additional properties of FCR under Article 156 of the SOGL.
- The value of the Reserve Providing Group Gain (for a Reserve Providing Group consisting of several Generation Units, the Reserve Providing Group Gain is equal to the sum of the Gains of the Generation Units making up this Reserve Providing Group) must be such that the maximum Frequency Containment Reserve made available to RTE during the Reserve Providing Group scheduling process, must be released for any frequency deviation  $\geq 200$  MHz

- For Reserve Providing Groups declaring a dynamic Gain in Annexe 4, the Gain is worth  $\max(RPH_{PM}, RPB_{PM}) / 200$  mHz, where  $RPH_{PM}$  and  $RPB_{PM}$  are the Primary Control capacities respectively upwards and downwards given in the Reserve Providing Group's Final Dispatch Schedule, respectively upwards and downwards.
- The resolution of the frequency measurement must be less than or equal to 1 MHz, the frequency measurement must be as accurate as possible and in all cases less than or equal to 10 MHz, and insensitivity of the primary frequency control must be less than or equal to  $\pm 10$  MHz for new facilities which have been newly connected or modified.

For Secondary Frequency Control:

- For Generation Units belonging to generation type Reserve Providing Groups, Secondary Frequency Control operation must be possible from any point of operation above  $P_{min}$  (technical minimum of the installation) and below  $P_{max}$  (technical maximum of the installation) including when load variations occur between two operating levels.
- The expected theoretical instantaneous response of the Reserve Providing Group under Secondary Control (MW) corresponds to  $\max(0, N) * RSH_{PM} + \min(0, N) * RSB_{PM}$  where N is the Load-Frequency Control sent by RTE (between -1 and +1) and  $RSH_{PM}$  and  $RSB_{PM}$  are the Secondary Control capacities in the Final Dispatch Schedule of the Reserve Providing Group in question, respectively upwards and downwards. For upward participation, when the reading is positive, a generation type Reserve Providing Group must increase its generation, and a consumption type Reserve Providing Group must reduce its consumption. Conversely, for downward participation, when the reading is negative, a generation type Reserve Providing Group must decrease its generation, and a consumption type Reserve Providing Group must increase its consumption. When the activation of automatic frequency restoration reserves is based on merit order, level N is calculated based on the characteristics of the aFRR bids filed by the Reserve Provider.
- Each RPG may be certified as Automatic Frequency Restoration Reserve, either with an activation time (FAT) of 400s (to move from a level 0 to +1 or from 0 to -1) and with the obligation to follow the so-called emergency slope (133s to move from a level -1 to +1), either with an activation time (FAT) of less than or equal to 300s without the so-called emergency slope requirement. The characteristics of the RPG concerning FAT are to be mentioned in Annex 4.
- The actual dynamic of the expected response of the Reserve Providing Group in Secondary Control must not deviate from the previous theoretical instantaneous response of more than one time constant of 60s. The time constant is defined in Article 14.2.3.2.
- The upward or downward power response of the Reserve Providing Group must be able to be maintained over all the intervals the RPG is scheduled (a minimum of 30 min).
- The equipment for receiving the Reserve Providing Group's Load-Frequency Control must be compliant with the Reference Technical Documentation specifications (Article 4.1) with regard to the resolution of participation in frequency control, the behaviour of the Reserve Providing Group in the event of signal loss and the information transmitted to RTE on the availability of the function.

### 5.3 Qualification Certification Process

A Reserve Provider may file an application for a Qualification Certificate in automatic frequency control to RTE, or a request for modification of the characteristics, for a generation type Reserve Providing Group composed of one or of several Generation Units or for a consumption type Reserve Providing Group composed of one or of several Consumption Sites in accordance with Article 4.3.1.

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

The application must be accompanied by all of the data demonstrating that the qualification criteria defined in article 5.2 are met.

For a request for Qualification Certification of a Reserve Providing Group, the Reserve Provider must have previously created the associated Scheduling Entity or Consumption SE, or integrated Generation Units belonging to the Reserve Provider in an existing Scheduling Entity, in accordance with the MA-RE Terms and Conditions.

For its request, the Reserve Provider describes the frequency control processes implemented for the supply of reserve and establishes the performances of the Reserve Providing Group firstly by providing the declarative data on its technical characteristics and, in the case of a generation type Reserve Providing Group, on the technical characteristics of the Generation Units it is made up of and secondly by performing tests on Primary and Secondary Frequency Control. The characteristics must describe the performance requested at connection as well as the characteristics of PFC and SFC in accordance with these SSYF Terms and Conditions. The Reserve Provider transmits this information and data to RTE. The procedures for establishing these data and tests are the following:

- For generation facilities connected to the PTS in service from 15 April 2000<sup>4</sup>, with a connection agreement or an equivalent document recognized by RTE specifying the frequency control connection performance, these data and test results are those of this agreement or document. Connection performances are considered "constructive" capacities. The Reserve Provider will provide "Market" performances in relation to these Terms and Conditions, if it differs from constructive values. The Reserve Provider can update these data and results by transmitting to RTE the results of frequency control tests conducted in accordance with the provisions of the RTE Reference Technical Documentation. The conclusive tests are subject to an update to Annexe 4;

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<sup>4</sup> date of entry into force of the 30 December 1999 decree on the technical conditions for connection to the transmission system (400 kV network excluded) of electricity generation facilities with installed power less than or equal to 120 MW.

- For generation facilities connected to the PTS in service on 15 April 2000, with no connection agreement or equivalent document recognized by RTE specifying the frequency control performance, the data and test results are those from the frequency control tests conducted in accordance with the provisions of the RTE Reference Technical Documentation or according to the templates in the Frequency Ancillary Services Terms and Conditions Annexes. A report is prepared by RTE based on these tests. The Reserve Provider will provide the "Market" performance in connection with these Frequency Ancillary Services Terms and Conditions. Performances will be updated in Annexe 4.
- For generation facilities connected to the PTS not included in the previous categories, the tests are those provided for in the corresponding files of constructive capacity specifications published in the RTE Reference Technical Documentation or according to the templates in the Frequency Ancillary Services Terms and Conditions Annexes. The conclusive tests are subject to an addendum to the connection agreement or the performance commitment agreement. Performances will be updated in Annex 4.
- For Consumption type Reserve Providing Groups and for generation facilities connected to the PTS the data and tests are those provided in the model of the constructive capacity specifications published in the RTE Reference Technical Documentation or according to the templates in the Frequency Ancillary Services Terms and Conditions Annexes. A report is prepared by RTE based on these tests. Performances will be updated in Annexe 4.
- For all Reserve Providing Groups, for Frequency Containment or Automatic Frequency Restoration Reserve certification, an actual operational test, as indicated in file 16 of the Reference Technical Documentation (Article 8.3) must be passed successfully.

In the case of applications for a Qualification Certificate for asymmetric participation or dynamic Gain, the scheduled tests must be carried out by the Reserve Provider to demonstrate the Qualification being applied for.

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

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

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

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

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

Following the assessment of Qualification, the Reserve Provider's application is either rejected or accepted. If the request is accepted, RTE will issue a Qualification Certificate to the Reserve Provider. RTE may issue a Qualification Certificate to the Reserve Provider with a reservation regarding one or more criteria. This reserve must then be lifted within a given time limit, otherwise certification is withdrawn if the Reserve Providing Group has at least one Consumption Site or Generation Unit connected to the PDS. RTE will inform each DSO that has at least one connected Generation Unit or Consumption Site that they have obtained a Qualification Certificate and the associated technical characteristics.

The Qualification Certificate is formalised by the signature of Annexe 4 and possibly by a qualification report at the various stages in the case of a Limited Energy Reservoir.

#### **5.4 Re-evaluation of Qualification Certificates**

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

This obligation is met by way of continuous performance monitoring of Reserve Providing Groups under actual network conditions, in accordance with Article 14 of these Terms and Conditions as well as within the framework of periodic inspection for some generation facilities in accordance with Article 5.2.

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

#### **5.5 Withdrawal of a Qualification Certificate**

A Qualification Certificate is granted by RTE for an indefinite period. However, a Qualification Certificate may be withdrawn by RTE in the following cases only:

- For generation type Reserve Providing Groups: in the event of a serious incident affecting performance of the facility or long-term removal in accordance with Article 14.4.4.
- For consumption type Reserve Providing Groups: in the event of Notification of Failure in accordance with Article 14.3 or in the event of failure to re-evaluate qualification certificates in accordance with Article 5.4.
- For consumption type Reserve Providing Groups: in the event of the withdrawal of one or several Consumption Sites constituting the consumption type Reserve Providing Group under Article 4.3.2.

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

## **5.6 Memorandum of Understanding**

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

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

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

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

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

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

## **6. CONTRACTING OF RESERVES**

### **6.1 Calculation of RTE Reserve requirements**

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

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

RTE's Automatic Frequency Restoration Reserve need is established in accordance with the Load-Frequency Control Block operational Agreement<sup>5</sup>, developed by RTE for the LFC France block, in accordance with Article 119 of the SOGL and approved by the CRE. RTE informs the Reserve Providers as soon as possible of any change in the Automatic Frequency Restoration Reserve need.

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

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

## **6.2 Applicable contracting method**

The contracting of Frequency Containment Reserves is done through a call for tenders in accordance with Article 6.3, except in situations of shortage as set out in Article 6.3.6. In the event of shortage, contracting of Frequency Containment Reserves is done through obligations in accordance with Article **Erreur ! Source du renvoi introuvable.**

From date H, which will be communicated to the Reserve Providers one month prior, the contracting of Automatic Frequency Restoration Reserves is done through invitation to tender in accordance with Article 6.4. Up to date H, the contracting of Automatic Frequency Restoration Reserves is done through obligations in accordance with Article 6.5

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

### **6.3.1 Principles**

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

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<sup>5</sup>

The principles and terms and conditions are described on the [FCR Cooperation website](#)<sup>6</sup>.

### **6.3.2 Product**

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

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

The reserve product is symmetric.

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

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

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

### **6.3.3 Process**

The Reserve Provider places its bids and consults the results of the call for tenders through the [www.regelleistung.net](http://www.regelleistung.net) platform.

The Reserve Provider requests configuration settings from RTE ahead of time for access to [www.regelleistung.net](http://www.regelleistung.net) 10 Business Days before day D for which it wishes to place bids. The Reserve Provider cannot place a volume of bids greater than the sum of the Primary Frequency Control capacities of the Reserve Providing Groups in its Reserve Perimeter and its Daily Exchange Limit (the limit of daily exchange being in MWh, it must be divided by 24 to obtain the equivalent hourly volume in MW representative of its exchange limit).

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

The day of the call for tender is the day before the delivery day. For each call for tender for delivery day D, bids can be submitted 14 days in advance. The gate closing time is 8h. The results of the tender are available at the latest at 08:30 the day of the tender.

### **6.3.4 Terms and conditions for the selection of bids**

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

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

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

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<sup>6</sup> [https://electricity.network-codes.eu/network\\_codes/eb/fcr/](https://electricity.network-codes.eu/network_codes/eb/fcr/)

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

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

### **6.3.5 Provision of constructive capacities**

The Reserve Provider must provide its constructive capacities defined in Article L. 321-11 of the French Energy Code by submitting bids which match its constructive capacities to the nearest MW. In the case where capacities can be valorised in FCR and aFRR, the Reserve Provider must submit these volumes to at least one of the tenders.

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

If the Reserve Provider is technically unable to provide Frequency Containment Reserve constructive capacities over the contract period, it Notifies RTE of the reasons for its technical inability.

### **6.3.6 Fallback situations**

If the call for tenders fails over one of the contract periods, RTE Notifies the Reserve Providers no later than two hours after the end of the bid submission deadline. In this case the contracting method for the period or periods of the call for tenders is the contracting through obligations, in accordance with Article **Erreur ! Source du renvoi introuvable.** This is a fallback situation.

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

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

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

### **6.3.7 Transparency**

For each call for tender, accepted bids are published anonymously on [www.regelleistung.net](http://www.regelleistung.net).

On its website and for each call for tenders, RTE publishes its Frequency Containment Reserve need, the marginal price of the successful tender bids in France, the weighted average price of the successful tender bids in France, the balance of import/export of France's Frequency Containment Reserve to other countries as well as the maximum volumes of import/export permits.

### **6.3.8 Monitoring**

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

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

### **6.4.1 Principles**

Up to date H, the contracting of Automatic Frequency Restoration Reserves is done through Obligations in accordance with Article 6.5.

From date H, which will be communicated to the Reserve Providers one month prior, the contracting of Automatic Frequency Restoration Reserves is done through a national day-ahead call for tenders.

### **6.4.2 Product**

#### *6.4.2.1 Type of offer*

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

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

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

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

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

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

- For each hourly interval and each Reserve Direction, the total power offered by a Reserve Provider must be less than or equal to the sum of the "market" certified capacities for Secondary Frequency Control of RPGs in its Reserve Perimeter;

- If the offer is indivisible, the proposed power must be lower than the threshold power defined and published on the RTE website. This threshold may be modified by RTE, after consultation with the stakeholders in the Frequency Ancillary Services working group and Notification to CRE by post. In the absence of opposition from CRE within 6 Weeks following receipt of the letter, the new threshold value is considered approved and updated on the RTE website. If CRE objects to the setting of this new threshold, RTE must restart the process of consultation with the stakeholders and Notification of CRE in order to change the threshold initially set

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

#### 6.4.2.2 *Links between capacity offers*

##### 6.4.2.2.1 *Symmetric capacity offers*

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

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

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

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

##### 6.4.2.2.2 *Exclusive capacity offers*

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

### 6.4.3 **Contracting process**

#### 6.4.3.1 *Terms and conditions of participation*

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

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

#### 6.4.3.2 *Automatic Frequency Restoration Reserve to be contracted for each day*

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

#### 6.4.3.3 *Offers submission*

##### 6.4.3.3.1 *Submitting offers in nominal mode*

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

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

For a given day D, a Reserve Provider:

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

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

#### 6.4.3.4 *Backup Mode for submission of tenders*

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

The characteristics of this submission are as follows:

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

#### 6.4.3.5 *Consideration and refusal*

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

### 6.4.4 **Terms and conditions for the selection of offers**

#### 6.4.4.1 *Set of rules for allocation*

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

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

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

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

#### 6.4.4.2 *Notification of the gate assignment*

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

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

### 6.4.5 **Provision of constructive capacities**

The Reserve Provider must provide its constructive capacities defined in article L. 321-11 of the French Energy Code by submitting offers which at least match its constructive capacities to the nearest MW. In the case where capacities can be valorised in FCR and aFRR, the Reserve Provider must submit these volumes to at least one of the tenders.

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

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

## 6.4.6 Fallback situations

Fallback situations can be caused by:

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

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

### 6.4.6.1 *Organisation of a backup gate*

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

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

If no results can be communicated before 10:30 for day D, RTE will organise, where possible, a new offer submission gate between 13:45 and 14:45 on day D-1. RTE will inform Reserve Providers of this new gate. The results will be communicated no later than thirty (30) minutes after the new deadline for the submission of tenders.

### 6.4.6.2 *Use of a similar day*

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

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

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

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

### 6.4.6.3 *Relay procedure*

In the event of an IS problem or a lack of liquidity making it temporarily impossible to contract the Secondary Reserve by daily call for tenders, RTE may revert to contracting the Secondary Reserve through obligations.

This procedure is available for one year from date H.

### 6.4.7 Transparency

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

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

RTE also publishes on its website:

- Automatic Frequency Restoration Reserve need by Reserve Direction for the next 8 days;
- The marginal price of the offers accepted by Reserve Direction and by 30 minute interval;
- Total contracted capacity by Reserve Direction and by 30 minute interval;
- All the offers submitted anonymously: volume and prices proposed, divisibility or not of the offer, exclusive links if there are any

## 6.4.8 Monitoring

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

## 6.5 Contracting through obligations

This article applies only up to date H for the Automatic Frequency Restoration Reserve. It can nevertheless be applied after this date in the case of the relay procedure described in article 6.4.6.3.

This Article applies only to Reserve Providers with generation type Reserve Providing Groups suitable for symmetric participation in their Reserve Perimeter. In addition, generation type Reserve Providing Groups that do not generate active energy aside Primary and Secondary Frequency Control response, are not included in the calculation of Reserve Obligations (to the extent that they would always be zero).

### 6.5.1 Sharing of Reserve Obligations

RTE places Reserve Obligations on Reserve Providers with generation type Reserve Providing Groups suitable for symmetric participation in their Reserve Perimeter. A Reserve Obligation is symmetrical: a Reserve Obligation of a given volume is the Reserve Provider's obligation to provide this volume of upward and downward Reserve.

For each Reserve Provider concerned and for each Reserve Type, the Reserve Obligation is calculated by dividing the total volume of Reserve RTE requires between the various Reserve Providers concerned, in proportion to the generation they forecast from their generation type Reserve Providing Groups Qualified to provide the symmetrical Reserve Type concerned, depending on the values of their "constructive" capacity indicated in agreements or contracts with RTE, excluding market value. This distribution takes into account temporary incapacity referred to in Article **Erreur ! Source du renvoi introuvable**. if the Reserve Provider chooses to exercise this option.

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

### 6.5.2 Temporary incapacity to perform Frequency Control

#### 6.5.2.1 *Conditions for declaring temporary incapacity*

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

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

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

### 6.5.2.2 *Set of rules for declaring temporary incapacity*

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

## 6.5.3 **Process for determining Reserve Obligations**

### 6.5.3.1 *Generation schedules at D-1 13:15*

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

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

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

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

### 6.5.3.2 *Guideline Reserve Obligations*

Before 13:30 on D-1, RTE determines the indicative Reserve Obligations of Reserve Providers in accordance with Article 6.5.1, from the data received in accordance with Article 6.5.3.1 and of RTE's Reserve requirement determined in accordance with Article 6.1. RTE Notifies each Reserve Provider of the Log values in MW. The values of these Logs are the sum of the guideline Reserve Obligations and Reserve imports/exports to a border TSO established in accordance with Article 9.

### 6.5.3.3 *Generation schedules D-1 16:30*

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

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

## 6.5.4 Final Reserve Obligations

Before 17:00 on D-1, RTE determines the final Reserve Obligations of Reserve Providers in accordance with Article 6.5.1, from the data received in accordance with Article 6.5.3.3 and of RTE's Reserve requirement determined in accordance with Article 6.1. RTE Notifies each Reserve Provider of its final Reserve Obligations for Day D in the form of Time Series in MW values. These Time Series values are the sum of the final Reserve Obligations and the Reserve imports/exports to a neighbouring TSO established in accordance with Article 9. These Time Series also contain the total volume of Automatic Frequency Restoration Reserve, as well as the ratio (given as  $\alpha_{RP}$  or  $\alpha_{RS}$ ), for each Reserve Type, between the sum of the Reserve Obligations of Reserve Providers and the sum of the active powers of generation type Reserve Providing Groups, Qualified to symmetrically provide this Reserve Type, that Reserve Providers plan to inject.

In the event that RTE sends several versions of these Obligations, the last version sent before 17:00 is the one taken into account.

### 6.5.4.1 Case of delayed schedule of the standard process

#### 6.5.4.1.1 Delay in publication of the daily market

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

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

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

The time limit for data transmission specified in Article 6.5.3.3 is H + 210 minutes and no later than 17:15.

The time limit for data transmission specified in Article 6.5.4 is H + 300 minutes and no later than 18:45.

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

These timetables are rounded up to the nearest 5 minutes.

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

#### 6.5.4.1.2 Downgrade mode for the transmission of final Reserve Obligations

RTE can activate a downgrade mode concerning the time of transmission of final Reserve Obligations. In this case RTE Notifies the Reserve Provider of the transition to downgrade mode. In this downgrade mode, the time of provision of the final Reserve Obligations is 18:00 on D-1. RTE may activate the downgrade mode in the following cases only:

- Delay in the provision of a Reserve Provider's data in accordance with Article 6.5.3.3;
- Data provided by a Reserve Provider in accordance with Article 6.5.3.3 is unusable;
- Forecasted operational conditions in stress situations; or
- Calculation issue or problem with transmission via the system.

## **7. RESERVE SCHEDULING**

### **7.1 Principles**

On D-1 the Reserve Provider declares to RTE the Automatic Reserves it will provide on Day D. These statements may be amended intraday. The terms for declarations and redeclarations differ between generation and consumption type Reserve Providing Groups and are outlined in Article 7.3. The Reserve scheduling data constitute the stated commitments of the Reserve Provider for the provision of Reserve to RTE in real time.

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

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

### **7.2 Scheduling limitations**

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

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

### **7.3 Scheduling of Reserve Providing Groups**

The Reserve Provider schedules the Frequency Containment and Automatic Frequency Restoration Reserves of its generation and consumption type Reserve Providing Groups in accordance with section 1 of the MA-RE Terms and Conditions Article 3.

## **7.4 Correction of RTE schedules**

### **7.4.1 In real time**

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

### **7.4.2 Ex post**

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

## **8. RESERVE EXCHANGES WITHIN FRANCE**

### **8.1 Principle**

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

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

### **8.2 Contents of an NER**

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

- i. The name of the Reserve Provider buying the Reserve;
- ii. The name of the Reserve Provider selling the Reserve;
- iii. The Delivery Day concerned;
- iv. The Type of Reserve
- v. The nature of the exchange, whether symmetric, upward only, or downward only; and
- vi. The Reserve exchange Time Series of the Reserve Type.

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

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

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

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

### **8.3 Conditions for accepting an NER by RTE**

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

- i. The NER contains all the information listed in Article 8.2;
- ii. The NER contains only positive or zero integers;
- iii. The NER respects the conditions and format described in the IS Terms and Conditions;
- iv. The Reserve Provider transmitting the NER is either the Reserve Provider purchasing or the Reserve Provider buying;
- v. The Delivery Day of an NER must be the Day D or the Day D+1;
- vi. If the Delivery Day is the day d+1, then the time of receipt must be 10:00 or later. If the Delivery Day is Day D, the Time Series of the Reserve exchange values should not change the Half-hourly intervals prior to the time of receipt rounded to the next time up (example: if the Notification time is 1:17, then the first four Half-hourly intervals of the Day cannot be changed);
- vii. RTE has received an identical NER from the counterparty of the Reserve Provider; and
- viii. The NER does not lead to a Daily Balance of Power Exchanges strictly below the Daily Exchange Limit for the Reserve Provider (this criterion should also be respected for its counterparty).

### **8.4 NER process**

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

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

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

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

## **8.5 Monitoring**

RTE sends the accepted Reserve Exchange Notifications to the CRE.

## **8.6 Transitions to/from summer time and standard time**

The Reserve exchange Time Series is modified as follows:

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

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

## **9. EXPLICIT IMPORT/EXPORT OF RESERVE**

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

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

## **10. REMUNERATION OF FREQUENCY CONTROL CAPACITIES**

### **10.1 Regulated Capacity Price**

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

The Regulated Capacity Price is revised on the first of January of each year "n", by multiplying it by a factor  $K_t$  calculated as follows:  $K_t = 0.2 + 0.6(\text{ICHT-revTS}_{n-1} / \text{ICHT-revTS}_0) + 0.2(\text{FSD}_{1n-1} / \text{FSD}_{10})$ , where:

- ICHT-revTS<sub>n-1</sub>: Index for the Month of July of the year n-1 of the hourly cost of labour, for all employees, wage costs included, published in the BOCCRF or any other specialised journal.
- ICHT-revTS<sub>0</sub>: Index for the month of July 2013 of the hourly cost of labour, for all employees, wage costs included, (= 112.0)
- FSD<sub>1n-1</sub> is the index of the Month of October of year n-1 of the miscellaneous costs and services 1 published by the Monitor of the TP and B, or by any other specialised journal.

FSD<sub>10</sub>: Index for the Month of October 2013 of miscellaneous costs and services (= 130.6)

## 10.2 Remuneration in the event of contracting through obligations

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

Before date H:  $\max(0; PFC (P + \min(0; \max(BH, BB))))$

After date H:  $PFC * P$

Where:

- PFC is the Regulated Capacity Price in € per MW per Half-Hourly Interval;
- P is the final Reserve Obligation in MW.
- BH and BB are upward and downward Reserve Balances in MW.

## 10.3 Remuneration in the event of contracting through call for tenders

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

Before date H:  $\sum_{accepted\ offers\ i} Vi \frac{pi}{2n} - PFC \max(0; \min(\sum_{accepted\ offers\ i} Vi; - \max(BH, BB)))$

After date H:  $\sum_{accepted\ offers\ i} Vi \frac{pi}{2n}$

Where:

- PFC is the Regulated Capacity Price in € per MW per Half-Hourly Interval;
- Vi is the volume accepted in MW of each offer i;
- n is the number of hours the offer remuneration price covers;
- pi is the remuneration price of offer i in €/MW for the relevant delivery period and Reserve Direction;
- BU and BD are upward and downward Reserve Balances in MW.

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

# 11. MONITORING OF STATED ELEMENTS AND CONSEQUENCES

## 11.1 Reserve Balance

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

- Upward Frequency Containment Reserve Balance;

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

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

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

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

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

## **11.2 Compensation related to a negative Reserve Balance**

### **11.2.1 Principles**

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

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

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

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

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

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

**Example:**

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

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

### **11.2.3 Amount of Compensation related to a negative Reserve Balance**

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

Where:

- PAH and PAB are upward and downward Reserve schedules in MW
- PAHFH and PAHFB are the Reserve schedules excluding unforeseen events in MW respectively upward and downward (if the Reserve Provider is eligible for the reduction of the Compensation, in accordance with Article 11.2.2, PAHFH PAHFB and are the Forecast Dispatch Schedule values if the Unscheduled Unavailability or Uncontrolled Hydropower Input had not occurred)
- BH and BB are upward and downward Reserve Balances in MW (calculated in accordance with Article **Erreur ! Source du renvoi introuvable.**).
- BHFH and BHFB are the Reserve Balances excluding unforeseen events in MW respectively upward and downward (Reserve Balance calculated with the Reserve schedule excluding unforeseen events rather than the Reserve schedule)
- SPOT is the reference Spot Price in € for a delivery of 1 MWh of electricity in France over the time considered

- PFC is the Regulated Capacity Price in € per MW per Half-Hourly Interval
- $||$  represents the absolute value operator

Where:

$IEPH = \text{basic upward full compensation} = \max(0; -BHFH * \max(0.2 * PFC; |SPOT/2|) - BHFH * PFC)$

$IERH = \text{basic upward reduced compensation} = 1.2 * PFC * \max(0; (\min(0; BHFH) - BH))$

$IEPB = \text{basic downward full compensation} = \max(0; -BHFH * \max(0.2 * PFC; |SPOT/2|) - BHFH * PFC)$

$IERB = \text{basic downward reduced compensation} = 1.2 * PFC * \max(0; (\min(0; BHFH) - BB))$

$NPR = \text{partial netting of the remuneration} = \max(0; \min(-BH; -BB; P) * PFC)$

$a = \text{ratio of upward / downward compensation} = \max(0.2; \min(0.8; 0.8 * SPOT/50))$

### 11.2.3.1 Amount of Compensation after date H and before date I.

Dates H and I will be communicated to Reserve Providers one month prior:

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

$$\text{Compensation} = a * [IEPH + IERH] + (1 - a) * [IEPB + IERB] - NPR$$

#### Example:

For a given Half-Hourly Interval, consider a Reserve Provider awarded from 10 MW Frequency Containment Reserve at 16€/MW/h. PFC = 10 € and SPOT=30€/MWh.

This Reserve Provider schedules 5 MW of symmetric Frequency Containment Reserve. Its reserve balances are negative: BH = BHFH = -5 MW et BB = BHFH = -5 MW.

And:

$$IEPH = \max(0, 5 * \max(0.2 * 10, 15) + 5 * 10) = 125 \text{ €}$$

$$IERH = IERB = 0$$

$$IEPB = \max(0, 5 * \max(0.2 * 10, 15) + 5 * 10) = 125 \text{ €}$$

$$NPR = \max(0, \min(5, 5, 10) * 10) = 50 \text{ €}$$

$$a = \max(0.2, \min(0.8, 0.8 * 30/50)) = 0.48$$

$$\text{Remuneration} = Vi * pi/2 - PFC * \max(0, \min(Vi, -\max(BH, -BB))) = 10 * 16/2 - 10 * \max(0, \min(10, -\max(-5, -5))) = 80 - 10 * 5 = 30 \text{ €}$$

$$\text{Compensation} = a (IEPH + IERH) + (1-a) * (IEPB + IERB) - NPR = 0.48 * 125 + 0.52 * 125 - 50 = 75 \text{ €}$$

### 11.2.3.2 Amount of Compensation after date H and before date I.

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

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

Example:

For a given Half-Hourly Interval, consider a Reserve Provider awarded from 10 MW Frequency Containment Reserve at 16€/MW/h. PFC = 10 € and SPOT=30€/MWh.

This Reserve Provider schedules 5 MW of symmetric Frequency Containment Reserve. Its reserve balances are negative: BH = BHFH = -5 MW et BB = BHFB = -5 MW.

And:

$$IEPH = \max(0, 5 * \max(0,2 * 10, 15) + 5 * 10) = 125 \text{ €}$$

$$IERH = IERB = 0$$

$$IEPB = \max(0, 5 * \max(0,2 * 10, 15) + 5 * 10) = 125 \text{ €}$$

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

$$\text{Remuneration} = Vi * pi/2 = 10 * 16/2 = 80 \text{ €}$$

$$\text{Compensation} = a (IEPH + IERH) + (1-a) * (IEPB + IERB) = 0,48 * 125 + 0,52 * 125 = 125 \text{ €}$$

### 11.2.3.3 Amount of Compensation after date I

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

For a Half-Hourly Interval:

$$\text{Compensation}_{FCR} = a * IEPH_{FCR} + (1 - a) * IEPB_{FCR}$$

Where:

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

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

Where:

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

Example:

For a given Half-Hourly Interval, consider a Reserve Provider awarded from 10 MW Frequency Containment Reserve at 10€/MW/h. PFC = 10 € and SPOT=30€/MWh.

This Reserve Provider schedules 5 MW of symmetric Frequency Containment Reserve. Its reserve balances are negative: BH = BHFH = -5 MW et BB = BHFB = -5 MW.

And:

$$IEPH\_FCR = \max(0 ; 5 * \max(0,2 * 5 ; 15) + 5 * 5) = 100 \text{ €} = IEPB\_FCR$$

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

$$\text{Remuneration} = Vi * pi/2 = 10 * 10/2 = 50 \text{ €}$$

$$\text{Compensation} = a * IEPH\_FCR + (1-a) * IEPB\_FCR = 0,48 * 100 + 0,52 * 100 = 100 \text{ €}$$

- Case of Frequency Containment Reserve contracting through obligations:

For a Half-Hourly Interval:

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

Example:

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

Where:

$$P = 15 \text{ MW}, PAHFH = 13 \text{ MW}, PAH = 7 \text{ MW}, BH = -8 \text{ MW and BHFH} = -2 \text{ MW}$$

$$P = 15 \text{ MW}, PAHFB = 6 \text{ MW}, PAB = 0 \text{ MW}, BB = -15 \text{ MW et BHFB} = -9 \text{ MW}$$

$$IEPH = \max(0; -BHFH * \max(0.2 * PFC; |SPOT/2|) - BHFH * PFC) = 2 * \max(0.2 * 10; 50/2) + 2 * 10 = 70 \text{ €}$$

$$IEPB = \max(0, -BHFB * \max(0.2 * PFC; |SPOT/2|) - BHFB * PFC) = 9 * \max(0.2 * 10; 50/2) + 9 * 10 = 315 \text{ €}$$

$$IERH = 1.2 * PFC * (\min(0; BHFH) - BH) = 1.2 * 10 * (-2 + 8) = 72 \text{ €}$$

$$IERB = 1.2 * PFC * (\min(0; BHFB) - BB) = 1.2 * 10 * (-9 + 15) = 72 \text{ €}$$

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

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

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

For a Half-Hourly Interval:

$$\text{Compensation}_{aFRR} = IEPH_{aFRR} + IEPB_{aFRR}$$

Where:

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

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

Where:

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

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

For a Half-Hourly Interval:

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

Where:

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

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

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

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

Where:

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

Example :

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

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

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

And:

$$IEPH_{(aFRR,sd)} = \max(0; 2 * \max(0, 2 * 5; 15) + 2 * 5) = 40 \text{ €}; IERH_{(aFRR,sd)} = 1,2 * 5 * (\min(0; -2) + 8) = 36 \text{ €}$$

$$IEPB_{(aFRR,sd)} = \max(0; 9 * \max(0, 2 * 2,5; 15) + 9 * 2,5) = 157,5 \text{ €}$$

$$IERB_{(aFRR,sd)} = 1,2 * 2,5 * (\min(0; -9) + 15) = 18 \text{ €}$$

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

$$Remuneration = Vu_{sd} * pu_{sd} / 2 + Vd_{sd} * pd_{sd} / 2 = 15 * 10/2 + 15 * 5/2 = 112,5 \text{ €}$$

$$Compensation = IEPH_{(aFRR,sd)} + IERH_{(aFRR,sd)} + IEPB_{(aFRR,sd)} + IERB_{(aFRR,sd)} = 40 + 36 + 157,5 + 18 = 251,5 \text{ €}$$

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

The Compensations described in this Article complete and are cumulated with the Compensation described in Article **Erreur ! Source du renvoi introuvable.**

#### **11.3.1 Reserve Balance based on the Final Dispatch Schedule**

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

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

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

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

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

- $V \cdot a \cdot S / 2$  for the upward reserve
- $V \cdot (1-a) \cdot S / 2$  for the downward reserve

Where:

- $a$  is the ratio of upward/downward compensation established in accordance with Article **Erreur ! Source du renvoi introuvable.**
- $S$  is the Compensation associated with the frequency ancillary services additional costs in €/hMW established in accordance with Article **Erreur ! Source du renvoi introuvable.**

#### **11.3.3 Determining the value S**

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

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

$$solde_{A-1} = solde_{A-2} - \frac{\sum_{A-1} surcoûts SSY}{\sum_{A-1} volumes SSY reconstitués} \sum_{A-1} aV_H + (1-a)V_B$$

$$+ S_{A-2} \sum_{\substack{A-1 \\ \text{mois } 1\ 2\ 3}} aV_H + (1-a)V_B + S_{A-1} \sum_{\substack{A-1 \\ \text{mois } 4\ 5\ 6\ 7\ 8\ 9\ 10\ 11\ 12}} aV_H + (1-a)V_B$$

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

The balances of years 2015 and 2016 are nil.

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

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

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

### 11.3.4 Network unavailability

In the case of unavailability or total or partial inability of a Reserve Providing Group to perform frequency control as a direct result of Unscheduled Unavailability of the Reserve Providing Group's Upstream Network, no frequency control Compensation is applied.

## 12. SUBMISSION AND ACTIVATION OF AUTOMATIC FREQUENCY RESTORATION RESERVE BIDS

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

The following elements will apply to a date W that will be communicated to the Reserve Providers. Prior to date W, the activation of Automatic Frequency Restoration Reserve remains on a pro rata basis.

After date W, the nominal activation mode will be the merit order mode. The pro-rata mode will still be maintained by RTE in a downgraded situation where the aFRR bids of the participants cannot be activated by RTE

## **12.1 Constitution of an Automatic Frequency Restoration Reserve energy Bid**

### **12.1.1 Preparing an Automatic Frequency Restoration Reserve Bid**

#### *12.1.1.1 Characteristics of an Automatic Frequency Restoration Reserve Bid*

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

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

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

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

#### *12.1.1.2 Characteristics of an aFRR Bid*

All aFRR Bids are formulated over a Validity Period.

The basic characteristics of an aFRR Bid, the exact format of which must comply with the texts specified in the IS Terms and Conditions and the associated implementation guide, are transmitted via the TOPNIVEAU application and must include the following information:

- RPG to which the Bid applies;
- Day and Validity Period;
- An activatable volume range (MW, to the nearest MW): this is the minimum and maximum volume range in aFRR associated with a price bid.
- The price corresponding to this volume (in €/MWh);
- One ramp (in seconds): the maximum time to go from 0 to the volume offered. The ramp value must be less than or equal to 400 seconds (300 seconds from 18 December 2024) and greater than or equal to the certified maximum ramp and translated into seconds.
- A direction (upward or downward).

For each RPG and each validity period, a price must be given by the RP for each certified volume range. Therefore, there are as many aFRR bids as there are volume ranges offered. Volume ranges must be separate for a given RPG, direction, and Validity Period. In practice, different volume ranges may be assigned the same price. RTE authorises a maximum of 3 upward volume ranges and 3 downward volume ranges.

The Bid Price of an Upward or Downward Bid must be expressed in €/MWh with an accuracy of two decimal places. This Bid Price can be zero, positive or negative.

In the case of an Upward Bid with a positive or zero price, the Bid Price will be used for the activation of aFRR according to merit order and to establish the remuneration paid by RTE to the Reserve Provider in compensation for Activation of the Bid.

In the case of an Upward Bid with a negative price, the Bid Price will be used for the activation of aFRR according to merit order and to establish the remuneration paid by the Reserve Provider to RTE in exchange for Activation of the Bid.

In the case of a Downward Bid with a positive or zero price, the Bid Price will be used to establish the remuneration paid by the Reserve Provider to RTE in exchange for Activation of the Bid.

In the case of a Downward Bid with a negative price, the absolute value of the Bid Price will be used to establish the remuneration paid by RTE to the Reserve Provider for Activation of the Bid

RTE expects 96 upward aFRR Bids and 96 downward aFRR Bids per day per RPG.

The aFRR Bids associated with a RPG and formulated over a validity period are considered to be firm at the time of Submission of the Bid.

## **12.1.2 Timeline of submission of Bids**

### **12.1.2.1 *Transmission of Bids***

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

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

When an RPG is created, the first associated Bids for a date D shall be applicable 8 days after the date of effective certification of the RPG (date of GIPSE application).

### **12.1.2.2 *Update of Bids***

Each Day D corresponds to 97 Gate closures described below:

- 1 initial Gate for which closure is set to D-1 at the System Access Deadline; and
- 96 intraday Gates for which closure is positioned 25 minutes before each start of Validity Period. The first intraday Gate Closure for the day D is the gate closure 23:35 on D-1.

The Gate closures from 02:00 to 03:00 may not be open on days on which the official time changes (start and end of daylight savings).

For a Day D:

- Bids Submitted on D-1 after System Access Deadline will not be taken into account;

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

#### 12.1.2.3 *Backup Mode of aFRR Bids on D-1:*

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

The characteristics of this submission are as follows:

- The document must be a zip file containing the 96 xml bid documents;
- Each xml bid document must feature the bids of all certified RPGs;
- the Deposit can only be made on D-1 for the day D between System Access Deadline and 18:00;
- The rules for checking the validity of the document and of bids are applied. The creation/completion of the bids are also carried out by RTE in accordance with Article 12.1.2.6;

#### 12.1.2.4 *Submission and Changes to Bids*

Any Change made to a Bid is Submitted via the Application in accordance with the message format and terms for transmission described in the IS Terms and Conditions.

#### 12.1.2.5 *Consideration and refusal*

Each Gate Closure marks the end of RTE's processing of the Changes to Bids Submitted since the previous Gate Closure.

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

Non-compliant Bids Submitted are Rejected.

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

Changes to aFRR Bids shall no longer be taken into account if the Validity Period of the Bid is earlier than the Gate Closure time + 25 min.

The update of the offers takes place in cancel and replace mode.

In the event of IS issues, RTE reserves the right to consequently close a gate after taking into account the bids and to change the status of the bids rejected. The status of the bids changes according to the evolution of the management of IS issues.

### 12.1.2.6 *Creation of bids by RTE in case of non-compliance with obligations relating to the submission of bids*

In the event of non-compliance with Article 12.2 on the obligation to submit bids for all certified capacities or in the event of non-compliance with the technical characteristics of the Bids submitted, RTE will amend or complete the Bids in accordance with the procedures described in this paragraph. Each bid modified or created by RTE shall be considered firm and binding for the activation of Automatic Frequency Restoration Reserve.

- In the event of missing or unsubmitted Bids:

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

Upward:

- Name of the missing RPG
- The Validity Period concerned
- Certified Upward Volume (contractual volume to the nearest MW)
- Certified Upward Ramp
- Default upward price
- Upward Bid Direction

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

Downward:

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

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

The following table summarises the different cases:

	Upward	Downward
Minimum volume	0	0

Maximum volume	Certified upward volume	Certified downward volume
Price	Upward bid price of the RPG for the validity period 23:45-midnight on the day D-1 in relation to the date the file was submitted	Downward bid price of the RPG for the validity period 23:45-midnight on the day D-1 in relation to the date the file was submitted
Ramp	Certified upward ramp (400 s or less than or equal to 300 s once the RPG is recertified according to the standard aFRR product)	Certified downward ramp (400 s or less than or equal to 300 s once the RPG is recertified according to the standard aFRR product)

- If Bids don't cover the certified volume:

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

Upward and/or Downward:

- Missing volume range
- Missing ramp
- Missing price
- Bid direction

With the Upward and Downward volume range missing as either:

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

The following table summarises the different cases:

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

Ramp	Maximum ramp of all valid upward bids within the limit of the certified ramp	Maximum ramp of all valid downward bids within the limit of the certified ramp
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## **12.2 Obligation to offer Bids on all certified volumes of RPGs of the Reserve Provider's Reserve Perimeter**

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

In accordance with the provisions of Article 12.1.2.6,

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

## **12.3 Use of aFRR Bids by RTE**

### **12.3.1 Creation of the list of aFRR Bids Activatable by RTE**

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

### **12.3.2 Activation principle based on merit order**

Depending on the need for real-time activation of aFRR, RTE continuously activates activatable aFRR Bids in ascending order (for Upward Bids) and in descending order (for Downward Bids) of their Bid Prices.

RTE's need for real-time aFRR activation is defined in accordance with the European requirements (SAFA LFC&R<sup>7</sup>) and the "implementation framework for the European platform for the exchange of balancing energy from frequency restoration reserves with automatic activation" or hereinafter "aFRR IF".

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<sup>7</sup> Synchronous Area Framework Agreement Policy Load Frequency Control and Reserves

In addition:

- in the event of a trend reversal of the need for activation of aFRR, that is to say, from an Upward activation need to a Downward activation need or vice versa, RTE disables the previously Dispatched Bids and then Dispatches Bids of the new trend for aFRR activation need.
- RTE can carry out Activations for conducting tests, under provisions set out by contract. Activations carried out in this context may not take into account the dispatch order established in the first paragraph of this Article.

### **12.3.3 Process of updating aFRR Bids Activatable by RTE:**

The list of Activatable Bids is amended by RTE if the MP of an RPG is modified.

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

### **12.3.4 Activation and Deactivation of Automatic Frequency Restoration Reserve: sending an individualised level Ni**

For each RPG an Ni activation Level is defined. This level Ni is always between -1 and +1. This Ni level respects the ramp rate provided by the participant in the Bid and will always be limited to the maximum certified ramp of the RPG.

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

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

An RPG that does not schedule aFRR will receive an RTE Ni Level of zero.

Any level N sent by RTE is considered executed.

### **12.3.5 Exclusion of Bids**

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

- partially or totally exclude aFRR Bids from the common merit order list for the purpose of preserving these resources for meeting a specific need;
- not share some aFRR Bids on the platform for exchange of aFRR Standard Products.
- not activate aFRR Bids selected by the platform for exchange of aFRR .

### **12.3.6 Potential switch to pro-rata activation:**

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

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

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

Depending on the situation, RTE may need to be able to activate RPGs pro-rata regardless of whether it has the actual Final Dispatch Schedule of the RPGs. This means that all RPGs, whether or not they schedule aFRR, could have the same Level N applied, varying between -1 and +1.

RTE will inform Reserve Providers of a switch to downgraded mode.

RTE will inform Reserve Providers of the return to normal.

### **12.3.7 Process for sharing Automatic Frequency Restoration Reserve Bids with the European aFRR platform**

#### *12.3.7.1 Transitional terms*

Up to date Y, full participation of the French aFRR Bid sharing in the European aFRR platform PICASSO may not be ensured.

#### *12.3.7.2 Expression of need by RTE to the PICASSO European aFRR sharing platform*

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

#### *12.3.7.3 Submission of Activatable aFRR Bids to the European Platform PICASSO*

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

#### 12.3.7.4 *Settlement of the activation of Automatic Frequency Restoration Reserve*

Before date W:

The set of rules for remuneration are described in Article 13.1. 2

After date W:

The arrangements provided for in this Article will apply from date W which shall be communicated by RTE.

Upward activated Bids are paid on the following basis:

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

Where MP U (Marginal Price, upward) is:

- Either the Upward CBMP (upward Cross-Border Marginal Price, marginal price given by the European platform for the exchange of balancing energy from frequency restoration reserves with automatic activation) in case of sharing with the platform, as defined by the "Methodology for pricing balancing energy and cross-zonal capacity used for the exchange of balancing energy or operating the imbalance netting process" under Article 30 of the EBGL code.
- Or the LMP U (Upward Local Marginal Price) in case the Bids are not shared on the Picasso platform or in the event of decoupling of RTE from the platform.

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

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

In the event that the Bid is deactivated over a Validity Period or there is no Bid, following a Final Dispatch Schedule of 0, the upward Bid Price is the price of the upward Bid submitted over the previous Validity Period.

Downward Bids are paid on the following basis

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

Where MP B (Marginal Price, Downward) is:

- Either the Downward CBMP (downward Cross-Border Marginal Price, marginal price given by the European platform for the exchange of balancing energy from frequency restoration reserves with automatic activation) in case of sharing with the platform, as defined by the "Methodology for pricing balancing energy and cross-zonal capacity used for the exchange of balancing energy or operating the imbalance netting process" under Article 30 of the EBGL code.

- Or the Downward LMP (Downward Local Marginal Price) when Bids are not shared with the Picasso platform or if RTE is decoupled from the platform.

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

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

In the event that the Bid is deactivated over a Validity Period or there is no Bid, following a Final Dispatch Schedule of 0, the downward Bid Price is the price of the downward Bid submitted over the previous Validity Period.

In the case of the transition to pro-rata activation in accordance with Article 12.3.6, the remuneration arrangements are described in Article 13.1.2

#### Energy calculation:

The upward energy is calculated for each 4 sec step using the following formula:

$$\text{Upward Energy} = \text{Final Dispatch Schedule Volume (5 min interval)} \times \text{Level } N_i$$

When  $N_i$  is positive

The downward energy is calculated for each 4 sec interval using the following formula:

$$\text{Downward Energy} = \text{Final Dispatch Schedule Volume (5 min interval)} \times \text{Level } N_i \times (-1)$$

When  $N_i$  is Negative

#### Calculation of the Final Dispatch Schedule Volume

$FDS(t)(RPG_i) = \sum_{j=1}^n FDS(t)(RPG_j)$  over all of the SEs/Consumption SEs  $j$  making up the RPG  $i$ , of the Automatic Frequency Restoration Reserve power values, at the 5-Minute interval  $t$ , of the last Final Dispatch Schedule validated by RTE for the SEs/Consumption SEs  $j$  according to the MA-RE Terms and Conditions

#### Calculation of the remuneration of Activated Bids:

For each Activated Bid and each 5-Minute Interval, RTE determines Remuneration.

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

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

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

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

- if it is an Upward Bid:

$$\sum \text{Upward Energy (4s)} \times \text{Upward price paid (4s)}$$

- if it is a Downward Bid:

$$\sum \text{Downward Energy (4s)} \times \text{Downward price paid (4s)}$$

### 12.3.7.5 Reserve Provider Information

No later than 15 Minutes after the end of each imbalance settlement interval, RTE provides the following for the Reserve Provider, for each of the Activated Bids and each 5-Minute Interval of the imbalance settlement interval:

- the Volume of the Final Dispatch Schedule;

The technical arrangements for the provision of these data by RTE are described in the Frequency Ancillary Services IS Terms and Conditions.

### 12.3.7.6 Unavailability of the information system support for the activation of aFRR or on the submission of aFRR Bids or the European platform:

#### 12.3.7.6.1 Scheduled Unavailability

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

#### 12.3.7.6.2 Unscheduled unavailability

In the event of unscheduled unavailability of the IS support for the activation of aFRR or on the submission aFRR bids or the European platform, RTE undertakes to:

- inform Reserve Providers as soon as possible; and
- provide the terms and conditions applicable during the period of unavailability; and
- inform the Reserve Provider of the evolution of the situation.

## 13. HANDLING CONTROL POWER

### 13.1 Calculation of control energies on the level of the RPG

#### 13.1.1 Calculation of Primary Frequency Control power

For each Half-Hourly Interval, and for each Reserve Providing Group, RTE calculates the Primary Frequency Control power as being:  $E = \int \min(\max(-K\Delta f, -R_{PB_{PM}}), R_{PH_{PM}})$  where:

- $\int$  represents the operator as a whole with a sampling frequency of 10 seconds;
- $K$  is the Gain of the Reserve Providing Group in MW/Hz. The terms for determining Gain are specified below;
- $\Delta f$  is the frequency deviation in Hz measured by RTE's national operating system and sampled at the 10-second interval compared to 50 Hz;
- $R_{PH_{PM}}$  and  $R_{PB_{PM}}$  are the Frequency Containment Reserves at the Final Dispatch Schedule respectively upward and downward in MW.

The terms for calculating Gain depend on different scenarios:

- For consumption type Reserve Providing Groups, the Gain value is the value declared in Annexe 4;
- For generation type Reserve Providing Groups for which the Gain is fixed in accordance with Annexe 4, the Reserve Providing Group Gain is the sum of the Gains of the Generation Units making up the generation type Reserve Providing Group;
- For generation type Reserve Providing Groups for which the Gain is variable in accordance with Annexe 4, the Gain is worth  $\sum \delta_i K_i$ , where  $\sum_i$  represents the sum operator for the Generation Units making up the generation type Reserve Providing Groups,  $K_i$  is the Gain declared in Annexe 4 of the Generation Unit  $i$  and  $\delta_i$  is a Boolean per Generation Unit for which the terms for calculating are set out below; or
- For Reserve Providing Groups with dynamic Gain, the Gain is worth  $\max(R_{PH_{PM}}, R_{PB_{PM}}) / 200$  MHz, where  $R_{PH_{PM}}$  and  $R_{PB_{PM}}$  are the upward and downward Primary Frequency Control capacities given in the Reserve Providing Group's Final Dispatch Schedule, respectively upward and downward.

The  $\delta_i$  values are at the Half-Hourly Interval and per Generation Unit. For a Half-Hourly Interval and for a given Generation Unit  $i$ ,  $\delta_i$  is 1 if the Generation Unit is in Automatic Frequency Control on the Half-Hourly Interval concerned and 0 otherwise.

The  $\delta_i$  values are transmitted by the Reserve Provider to RTE. The Reserve Provider must provide values of  $\delta_i$  consistent with the actual Primary Frequency Control participation of Generation Units. RTE may verify the accuracy of the values transmitted by the Reserve Provider. If RTE considers that the  $\delta_i$  values are not consistent with the reality, RTE may send the Reserve Provider official Notification to provide compliant values. At the end of a period of one Month from the date of Notification, with no reply from the Reserve Provider, RTE will consider the estimated non-compliant  $\delta_i$  values to be zero.

This energy is calculated at half-hourly intervals for all Reserve Providing Groups. This energy is also calculated at 10-minute intervals for consumption type Reserve Providing Groups.

### **13.1.2 Calculation of Secondary Frequency Control power**

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

- $\int$  represents the operator as a whole with a sampling frequency of 10 seconds;
- Before the date W,  $N_i$  is the level of individual Load-Frequency Control (no unit) established by RTE's national operating system and sampled at the 10-second interval;
- After the date W,  $N_i$  is the level of individual Load-Frequency Control (no unit) set by the RTE national control system in 4 second intervals;
- $RSH_{PM}$  and  $RSB_{PM}$  are the upward and downward Automatic Frequency Restoration Reserves of the Reserve Providing Group at the Final Dispatch Schedule, expressed in MW.

This energy is calculated at half-hourly intervals for all Reserve Providing Groups. This energy is also calculated at 10-minute intervals for consumption type Reserve Providing Groups.

## **13.2 Terms of correction for insensitivity of Balance Responsible Parties**

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

### **13.2.1 Managing control energies of generation type Reserve Providing Groups**

For each Half-Hourly Interval, for each Reserve Type and for each Balance Responsible Party, RTE calculates the control power for generation type Reserve Providing Groups as the sum of energies from Primary and Secondary Frequency Control for all generation type Reserve Providing Groups with this Balance Responsible Party. The Balance Responsible Party of a generation type Reserve Providing Group is the Balance Responsible Party of the Scheduling Entity or Forecast Entity making up the generation type Reserve Providing Group established in accordance with the MA-RE Terms and Conditions.

### **13.2.2 Managing control energies of consumption type Reserve Providing Groups**

#### *13.2.2.1 Models which take into account control power*

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

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

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

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

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

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

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

### 13.2.2.2 *Calculation of control energies on the level of the site*

The Reserve Provider with Consumption type Reserve Providing Groups in its Reserve Perimeter must Notify RTE, for each consumption type Reserve Providing Group, each 5-minute interval and each Reserve Type, the sharing key of the Control power per Consumption Site of the Reserve Providing Group. For each consumption type Reserve Providing Group, for each 5-minute interval and for each Reserve Type, the sum of the sharing key values must be equal to 1. If the Reserve Provider transmits values not included between 0 and 1, it must provide RTE with a document justifying why its procedure for the share of activation across the different Reserve Providing Groups requires it. In case of exclusively upward or exclusively downward participation, the sharing key values must be between 0 and 1.

The Reserve Provider must provide the sharing keys which match the true activation of Consumption Site energies.

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

If RTE considers that the sharing keys provided by the Reserve Provider are not relevant, RTE may:

- send the Reserve Provider a request to provide relevant sharing keys;
- remove the Reserve Perimeter of the consumption type Reserve Providing Group concerned, following formal notice with no reply from the Reserve Provider within a period of 10 (ten) Business Days.

RTE calculates the control power per Consumption Site, per 10-minute interval and per Reserve Type as being the product of the sharing key value at 10-minute intervals of the Consumption Site and the control power established in accordance with Article 13.1. The sharing key value at 10-minute intervals is the mean of the two 5-minute interval values making up the 10-minute interval.

RTE calculates the control power per Consumption site, per Half-Hourly Interval and per Reserve Type as the sum of all control energies of the Reserve Type of the three 10-minute intervals making up the Half-Hourly Interval.

### *13.2.2.3 Managing control energies at site level*

Managing control power at the Consumption Site level depends on the model for taking into account energy from the Consumption site as set out in Article 13.2.2.1.

#### *13.2.2.3.1 Application of the corrected model*

For Consumption Sites participating according to the corrected model, RTE adjusts the consumption of each Consumption Site to match the control energies determined in Article 13.2.2.2, in accordance with Chapter C of section 2 of the MA-RE Terms and Conditions.

#### *13.2.2.3.2 Application of the model which does not take into account control power*

For Consumption Sites participating according to the model which does not take into account control power, no specific process is applied for neutralisation of the perimeter of the Consumption Site's Balance Responsible Party, or adjusting the consumption of the Consumption Site.

Control energies from Consumption Sites implementing the "control power not taken into account" participation model in accordance with Article **Erreur ! Source du renvoi introuvable.** are not subject to financial flows between RTE and the Reserve Provider.

#### *13.2.2.3.3 Application of the optional contractual model*

For Consumption Sites participating according to the optional contractual model, the Balance Responsible Party perimeter of the Consumption Site is offset by the amount of control power determined in Article 13.2.2.2, in accordance with Chapter C of section 2 of the MA-RE Terms and Conditions.

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

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

#### *13.2.2.3.4 Application of the optional regulated model*

For Consumption Sites participating according to the optional regulated model, the Balance Responsible Party of the Consumption Site is neutralised to the amount of the control power determined in Article 13.2.2.2, in accordance with Chapter C of section 2 of the MA-RE Terms and Conditions.

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

### **13.3 Terms and procedure relating to determining control power**

#### **13.3.1 Transmission of delta i**

In accordance with Article 13.1, the Reserve Provider sends RTE the values of  $\delta_i$  per Generation Unit at the Half-Hourly Interval, for generation type Reserve Providing Groups composed of strictly more than one Generation Unit and for which the Gain is declared to be variable, in accordance with **Annexe 4**. This data transmission must be done no later than 2 minutes after the end of the Half-Hourly Interval. If there is no data, RTE will consider the values of  $\delta_i$  as equal to 1. To counteract the issue of erroneous data transmitted, the Reserve Provider may transmit to RTE a revision of the values of  $\delta_i$  of Week S no later than Tuesday of the week W+1.

#### **13.3.2 Transmission of energy distribution keys**

In accordance with Article 13.2.2.2, the Reserve Provider shall send RTE, for each consumption type Reserve Providing Group made up of strictly more than one Consumption Site, for each 5-minute interval and each Reserve Type, the sharing key of the control power per Consumption Site of the Reserve Providing Group. This data transmission must be done no later than 2 minutes after the end of the Half-Hourly Interval. If there is no data, RTE will consider the values of the keys as equal to  $1/n$  where n is the number of Consumption Sites making up the Reserve Providing Group.

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

Control power from Consumption Sites implementing the "control power not taken into account" model in accordance with Article 13.2.2.3.2 are not subject to financial flows between the Reserve Provider and RTE. These energies are removed by RTE from the control energies calculated for each Reserve Providing Group in accordance with Article 13.1.

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

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

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

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

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

#### **13.4.1 Remuneration of the Primary Control power**

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

RTE pays Reserve Providers the following on a monthly basis:

- the sum for all Half-Hourly Intervals of the Month of remuneration for Primary Control power supplied by the Reserve Provider

The Reserve Provider pays RTE monthly:

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

#### **13.4.2 Remuneration of the Secondary Control power**

Until date W :

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

RTE pays Reserve Providers the following on a monthly basis:

- the sum for all Half-Hourly Intervals of the Month of remuneration for Secondary Control power supplied by the Reserve Provider

The Reserve Provider pays RTE monthly:

- the sum for all Half-Hourly Intervals of the Month of remuneration for Secondary Control power saved by the Reserve Provider

From date W:

Secondary Control power is remunerated in accordance with Article 12.3.7.4.

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

### **13.5.1 Symmetry of roles between the Reserve Provider and Suppliers**

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

For each Consumption Site using the optional regulated model and each Half-Hourly Interval, the control power sign, calculated in accordance with Article 13.2.2.2, determines the direction of the financial flows between the counterparties:

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

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

### **13.5.2 Tax and accounting treatment**

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

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

### **13.5.3 Conditions for exchange of financial flows**

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

RTE has implemented a system for monitoring outstanding debts and financial security of counterparties. The set of rules for financial security are specified in Article **Erreur ! Source du renvoi introuvable.**

### **13.5.4 Fixed rates of payment**

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

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

The control power calculated in accordance with Article 13.2.2.2, for each Half-Hourly Interval and for each Consumption Site participating according to the regulated model, is settled at the Fixed Scale applicable to the Consumption Site. This settlement is termed “payment” from now on in Article 13.5. In accordance with Article 13.5.1, the payment direction indicator (+ or -) determines the debtor and the creditor counterparties.

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

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

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

Where:

$V_{ER}(\text{Site } i, PDH)$	The control power for the Consumption Site $i$ at the regulated model for the Half-Hourly Interval $PDH$ calculated in accordance with Article 13.2.2.2;
$B_{\text{Site } i, PDH}$	The Fixed Scale for the Consumption Site $i$ for the Half-Hourly Interval $PDH$ ;
$PDH$ :	Half-Hourly Interval.

## 14. $\Sigma \Sigma$ ( ) PERFORMANCE CHECKS AND CONSEQUENCES

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

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

### 14.1 Terms and conditions for performance checks

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

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

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

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

## **14.2 Performance measured by RTE and Notification thresholds**

The criteria for performance checks by RTE are as follows:

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

### **14.2.1 Principles**

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

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

For the statistical criteria based on a period of observation (performance F3 and F5), RTE uses the least squares method for estimating the  $[P_{0\text{est}}, K_{\text{est}}, Pr_{\text{est}}]$  triplet based on the measures carried out by RTE at the Delivery Point, with:

- $P_{0\text{est}}$ : Active Power excluding Primary and Secondary Frequency Control estimated by RTE
- $K_{\text{est}}$ : Primary Frequency Control Gain estimated by RTE
- $Pr_{\text{is}}$ : secondary frequency control capacity estimated by RTE

### **14.2.2 Primary Frequency Control**

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

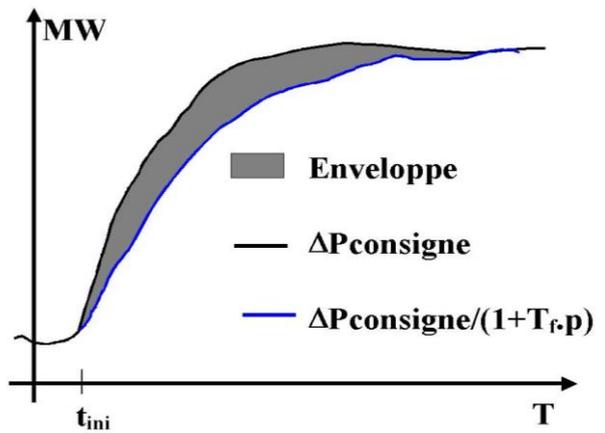
For the criteria based on the analysis of significant events (performance F2 and F4), the following concepts are defined in advance:

- The expected response of the Reserve Providing Group is noted as  $\Delta P_{setpoint}$  and is equal to  $K \cdot (50-f)$  potentially filtered by a first order filter of time constant  $T_f$  (transfer function  $1/(1 + T_f \cdot p)$ , with Laplace transform  $p$  variable). In this case the filtered response is noted as  $K \cdot (50-f) / (1 + T_f \cdot p)$  where  $K$  is the Gain of Primary Frequency Control in MW/Hz, and  $f$  is the frequency in Hz. The expected response is generally supposed to meet the performance required in Article 5 of these Terms and Conditions. The precise description of the quality control criteria F2 and F4 detailed afterwards is made in this general case. If the Reserve Provider specifies in Annexe 4 the existence of a transient-voltage-suppression diode, the performance check takes into account the action of such a device and the amplitude of the expected response is limited to more and/or less the Frequency Containment Reserve given in the Final Dispatch Schedule of the Reserve Providing Group.
- During a frequency variation, the envelope of the two responses  $\Delta P_{setpoint}$  and  $\Delta P_{setpoint} / (1 + T_f \cdot p)$  in which the Reserve Providing Group's response is expected is defined (see diagram below).  $T_f$  is 100 s for Reserve Providing Groups made up of Hydropower Plants, and 20 s for all other Reserve Providing Groups. This envelope has no tolerance band due to quantification of the power measurement signal.
- For Reserve Providing Groups participating simultaneously in Primary and Secondary Frequency Control:  $\Delta P_{setpoint}(t) = \min [K \cdot (F(t) - F(t_{ini})) + Pr \cdot (N(t) - N(t_{ini})) ; RP + Pr - K \cdot (50 - F(t_{ini})) - Pr \cdot N(t_{ini})]$
- For Reserve Providing Groups participating in Primary Frequency Control only:  $\Delta P_{setpoint}(t) = \min [K \cdot (F(t) - F(t_{ini})), RP - K \cdot (50 - F(t_{ini}))]$

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

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

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



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

##### 14.2.2.2.1 Performance requested by RTE

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

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

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

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

During a negative (respectively positive) frequency variation, the Reserve Providing Group is in deviation if the measured response is situated below (respectively above) the envelope  $\Delta P_{\text{setpoint}} / (1 + T_{f.p}) - q$  (respectively  $\Delta P_{\text{setpoint}} / (1 + T_{f.p}) + q$ ) for more than 25% of the observation time,  $q$  being the error associated with quantifying the power measurement signal.

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

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

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

This criterion does not apply during the following periods:

- operating in servo-controlled opening of Reserve Providing Groups made up of Hydropower Plants for which the usual frequency regulation mechanism is servo-controlled electric power;
- operating in Secondary Frequency Control for Reserve Providing Groups made up of Thermal Power Plants;

- operating in variable load;
- non-compliance with criterion F3 or F5.

#### *14.2.2.3 Unavailable share of Primary Frequency Control:*

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

#### *14.2.2.3 Evaluation of Primary Frequency Control Gain (criterion F3)*

##### *14.2.2.3.1 Performance requested by RTE*

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

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

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

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

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

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

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

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

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

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

#### 14.2.2.3.3 *Share of unavailable Primary Frequency Control*

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

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

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

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

##### 14.2.2.4.1 *Principles*

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

##### 14.2.2.4.2 *Performance requested by RTE*

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

##### 14.2.2.4.3 *Alert criteria during the continuous monitoring*

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

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

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

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

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

This criterion does not apply during the following periods:

- servo-control operating of generation type Reserve Providing Groups made up of Thermal Power Plants for which the usual regulation system is servo-control of electric power;
- operating in Secondary Frequency Control for Reserve Providing Groups made up of Thermal Power Plants;
- operating in variable load.

#### *14.2.2.4.4 Notification criteria when performing specific tests*

During a frequency variation consisting of one level of  $\Delta f = 50$  mHz in 10 s downward followed by steady state frequency, the scheduled Frequency Containment Reserve being greater than  $K \cdot \Delta f$ , the Reserve Providing Group must release:

- 50% of the expected variation  $K \cdot \Delta f$  in 20 s
- 90% of expected variation  $K \cdot \Delta f$  in 60 s

$K$  being the Primary Frequency Control Gain.

#### *14.2.2.4.5 Share of unavailable Primary Frequency Control*

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

### **14.2.3 Secondary Frequency Control**

The checks carried out assume that the level of Load-Frequency Control sent by RTE has been received by the regulation device at the Reserve Providing Groups.

#### *14.2.3.1 Secondary Frequency Control range available (F5)*

##### *14.2.3.1.1 Performance requested by RTE*

The Secondary Frequency Control capacity observed during periods where the Reserve Providing Group participates in Secondary Frequency Control must be consistent with the Secondary Frequency Control capacity stated in the Final Dispatch Schedule of the Reserve Providing Group.

##### *14.2.3.1.2 The control and cut-off criterion from which the deviation is notified*

The deviation is the algebraic difference between the declared Secondary Frequency Control (MW/Hz) and the value estimated by RTE based on measurements taken by RTE at the Delivery Point. The deviation is positive when the estimated value is smaller than the declared capacity.

There is a Notification of deviation if the time spent in positive deviation, of an amplitude greater than 10 % of the declared capacity, is greater than 10 % of the time the Reserve Providing Group operates in Secondary Frequency Control over the period of observation.

The calculation is made taking into account a potential time constant determined in the context of control tests on F6.

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

*14.2.3.1.3 Share of unavailable Secondary Frequency Control*

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

Time spent in deviation	Share of Secondary Frequency Control considered as unavailable
Strictly less than 10%	0%
Strictly greater than 10% and less than 20%	25%
Strictly greater than 20% and less than 30%	50%
Strictly greater than 30% and less than 40%	75%
Strictly greater than 40%	100%

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

*14.2.3.2 Expected dynamic response in Secondary Frequency Control (F6)*

*14.2.3.2.1 Performance requested by RTE*

The dynamic response of Reserve Providing Groups to the variations of the level represented by a Teq equivalent time constant must be less than 60s (family 1). The exemptions to this criterion specified in a frequency ancillary services contract valid on 31 December 2013 may be renewed at the request of the Reserve Provider.

For any request to increase the reserve volume for a RPG, the response dynamics of the Reserve Providing Groups to the level variations represented by a Teq equivalent time constant must be less than 60s for the entire reserve of the RPG.

No new exemption will be approved by RTE. There are two types of exemptions, the first allowing a time constant less than 100s (family 2), the second allowing a time constant greater than 100s (family 3) for Reserve Providing Groups equipped with backfeeding protection or to isolated power networks and whose dynamic performances are degraded by these frequency control operations. In this last case, this check is not performed.

#### 14.2.3.2.2 *The control and cut-off criterion from which the deviation is Notified*

The performance will be monitored during the transient level of Load-Frequency Control with the following characteristics: variation in level of Load-Frequency Control with ramp rate less than or equal to  $2/800 \text{ s}^{-1}$  and amplitude greater than or equal to 0.75, preceded by a steady-state phase at +1 or -1 for at least 120 s (200 s for Generation Units of family 2).

The transient is only retained if  $0.8 < P_{\text{rest}}/Pr < 1.2$ , where Pr is the Automatic Frequency Restoration Reserve contained in the Final Dispatch Schedule of the Reserve Providing Group.

The droop error  $\epsilon_v$  is the difference between  $P_{\text{measured filtered}} - K_{\text{est}} \cdot (50-F)$  and  $PO_{\text{est}} + N \cdot Pr_{\text{est}}$ .

For this type of behaviour, a Teq equivalent time constant implies that the droop error,  $\epsilon_v$  characterising the dynamic response must remain below a tolerance level equal to  $Teq \cdot 2/800 \cdot Pr$ , where:  $Teq \leq 60 \text{ s} \Rightarrow \epsilon_v \leq 0.15 \cdot Pr_{\text{est}}$  (for family 2:  $Teq \leq 100 \text{ s} \Rightarrow \epsilon_v \leq 0.25 \cdot Pr_{\text{est}}$ )

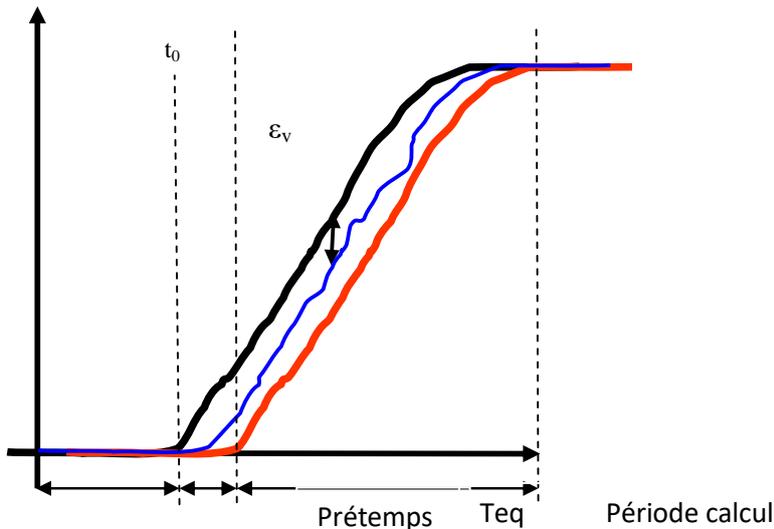
The Reserve Providing Group is in deviation for a transient if the response is characterized by a  $\epsilon_v$  above the tolerance level for more than 20% of the time, over the period calculated from  $t_0 + Teq$  where  $t_0$  is the time of the start of the ramp.

The deviation over a transient will be considered invalid if the duration during which  $K_{\text{est}} \cdot (50-f) > FCR$  (declared Frequency Containment Reserve) is greater than 10% of the time of the calculation period.

The Notification threshold is reached when the number of transients in deviation is greater than 30% of the number of transients analysed, the latter needing to be higher than 10 over the period considered.

#### 14.2.3.2.3 *Share of unavailable Secondary Frequency Control*

The share of unavailable secondary Frequency Control is 100%, except if criterion F5 is not respected, over the period analysed, in which case the share of unavailable secondary Frequency Control applied is that of criterion F5 only. If the ratio between the number of transients in deviation and the number of transients analysed is strictly greater than 10%, then RTE must alert the Reserve Provider.



## 14.2.4 Primary and Secondary Control

### 14.2.4.1 Control of the supply of frequency control power for Reserve Providing Groups with a Limited Energy Reservoir

A Reserve Providing Group capable of providing Automatic Frequency Restoration Reserves must be able to provide secondary frequency control throughout the entire period during which the Automatic Frequency Restoration Reserve is scheduled.

According to articles 156, paragraph 9, and 156, paragraph 10, of the SOGL code, a Reserve Providing Group with a Limited Energy Reservoir, qualified to provide Frequency Containment Reserve, must be able to provide primary frequency control power continuously throughout the entire period during which the Frequency Containment Reserve is scheduled, and up to exhaustion or saturation of the reservoir, and for at least 15 minutes in the case where the system is in Alert State. The Reserve Provider must provide equivalent capacities to the exhausted or saturated capacities no later than 2 hours after the end of the Alert State, by making the entity concerned available or by activating one of the others via redeclaration.

If the Reserve Providing Group is equipped with a charging process, it must have a time constant much greater than that of the frequency controls concerned.

### 14.2.4.2 Telemetry failure

In the event of failed or absent telemetry or remote signalling, RTE and the Reserve Provider establish which party among the Reserve Provider and RTE is responsible for the failed or absent telemetry data. Only failures falling within the responsibility of the Reserve Provider may give rise to a Notification of Failure. The threshold for Notification of a Failure is 30 hours of failed telemetry or remote signalling over a period of 6 Months. The share of frequency control considered unavailable is calculated as the ratio between the number of hours of failure of the telemetry or remote signalling and the number of hours in the time period.

For failures or absence of telemetry or remote signalling for which RTE is responsible, RTE may ask the Reserve Provider to transmit the telemetry data ex-post by email in order to do the performance checks.

## **14.3 Notification of Primary or Secondary Frequency Control Failures**

### **14.3.1 Principles**

The Reserve Provider Notifies RTE, as soon as it is aware, of any Primary or Secondary Frequency Control Failure of a Reserve Providing Group, provided this Failure cannot be resolved within less than 24 hours. The Notification shall specify whether this Failure led to the total or partial failure of the Frequency Control considered as well as the cause of this Failure. The Reserve Provider specifies the Start of Failure if it is prior to the date of Notification. Otherwise, the start of Failure is the date of Notification.

RTE Notifies the Reserve Provider of the Failures not Notified by the Reserve Provider, as soon as it becomes aware, specifying:

- the nature of the performance deviations detected during control tests;
- the performance resulting in the Failure; and
- the share of unavailable frequency control (in particular in the case of partial failure of the frequency control considered).
- The Start of Failure: this date cannot be earlier than 60 Days from the date of Notification by RTE.

The Reserve Provider may, on request, access the data used by RTE to view this Failure.

Article 14.5 specifies the operational provisions relating to the sending of Failure Notifications.

The financial consequences of a Failure are set out in Article 14.6.

A Failure of a generation type Reserve Providing Groups causes an obligation for Compliance in accordance with Article 14.4.

There is no process of Compliance for consumption type Reserve Providing Groups. Following a Notification of Failure of a consumption type Reserve Providing Group, RTE may cancel the latter's Qualification in accordance with Article 5.5, in respect of the dispute process described in Article 14.3.3. This cancellation of the Qualification of a Reserve Providing Group leads to RTE removing the Reserve Providing Group from the Reserve Perimeter to which it is attached. If the Reserve Provider solves the issue behind the Failure it must then obtain a new Qualification Certificate for this Reserve Providing Group in accordance with Article 5.3, to reinstate it in its Reserve Perimeter, in accordance with Article 4.3.1.

### **14.3.2 Notification threshold**

Failures are Notified to the Reserve Provider if the performance deviations detected by RTE exceed a significant margin of error in relation to the expected performance. Article 14.2 specifies a Notification threshold for each performance measured for the continuous monitoring, and, for some performances, an alert threshold. Deviations below the Notification threshold have no financial consequence. They are however reported to the Reserve Provider if they exceed the alert threshold.

The values of these thresholds incorporate:

- errors in calculation;
- measurement uncertainty;
- inaccuracies related to sampling and data synchronisation; and
- potential inaccuracies in declarative data (Final Dispatch Schedule and scheduled contributions).

### **14.3.3 Disputes relating to Failures**

Following receipt of a Notification from RTE (Failure or receipt confirmation of Failure), the Reserve Provider may, within a period of one Month from the date of receipt of this Notification, dispute the nature of the deviation detected by RTE. The Parties shall meet at the earliest possible time to resolve this dispute.

If the RTE Notification is found to be unwarranted, it is cancelled by RTE in accordance with the terms laid down in Article 14.5.

If the RTE Notification requires correction without being cancelled, it is amended in accordance with the terms laid down in Article 14.5. If the changes made require a change in the Forecast Compliance Date, the Reserve Provider Notifies a new Forecast Compliance Date in accordance with the provisions of Article 14.4.2.

If the Reserve Provider disputes a Failure Notified by RTE beyond one Month from the Notification, the Parties meet to decide on whether or not to uphold this dispute. If action is taken concerning the dispute and that the Notification is totally or partially unjustified, the Parties agree to cancel or correct the file corresponding to this Notification.

### **14.3.4 Impact of a Failure on Reserve scheduling**

Following a Notification of frequency control Failure (deviation in relation to one of the F2, F3, F4, F5 or F6 performances), if the Reserve Provider chooses to schedule this Reserve Providing Group, then it declares the Primary and Secondary Frequency Control contribution of the Reserve Providing Group in question without taking into account the share of unavailable frequency control, during the entire period between the Notification and the Compliance of the frequency control concerned.

The Reserve Provider may Notify to RTE of the Compliance of one of the F2, F3, F4, F5 or F6 performances as soon as the scheduled contribution of the Reserve Providing Group enables this performance.

## **14.4 Compliance**

This Article only applies to generation type Reserve Providing Groups.

### **14.4.1 Principles**

Following the Failure, the Reserve Provider must return the generation type Reserve Providing Groups of its Reserve Perimeter to compliance. In this case, a Forecast Compliance Date must be established in accordance with Article 14.4.2. The obligation of Compliance does not apply in the cases provided for in Article 14.4.4.

### **14.4.2 Forecast Compliance Date**

#### *14.4.2.1 Proposal of the Reserve Provider*

Following Notification of a Failure, the Reserve Provider restores the performance as soon as possible, under the conditions defined in this Article.

The Reserve Provider Notifies the Forecast Compliance Date at the latest one Month after Notification of the Failure. The Reserve Provider indicates, along with its Notification of the Forecast Compliance Date, whether the Compliance requires halting the Reserve Providing Group or one or several Generation Units making up the Reserve Providing Group. For Reserve Providers having entered into a Coordination Planning Contract, Compliance of generation type Reserve Providing Groups or the Generation Units which make them up should be ensured at the next scheduled stop in the Reference Planning, for which the start date and duration are compatible with the Compliance of the Reserve Providing Group or Generation Units. If the Reserve Provider schedules another date or has not entered into a Coordination Planning Contract, it Notifies RTE of its proposed Forecast Compliance Date and the reasons for its choice, outlining its constraints.

If the date of the stop scheduled in the reference planning is amended with the agreement of the two Parties, then the Reserve Provider may change the Forecast Compliance Date accordingly.

If there is no Notification within the abovementioned period, Compliance must be met within a period of 90 Days from the date of Notification of the Failure.

The Reserve Provider Notifies RTE of the technical and economic elements used to determine the Forecast Compliance Date if it leads to a delay of more than 90 Days and if RTE has requested it.

#### *14.4.2.2 Approval of RTE*

RTE Notifies the Reserve Provider of its approval or rejection of the proposed Forecast Compliance Date, within a period of 8 Days from the date of the Reserve Provider's Notification of the proposal. Failing this, RTE is deemed to have given its approval.

In case of rejection Notified by RTE, RTE outlines the risks to security and the consequences of the Failure on exploitation, taking into account any other Failures.

The Parties undertake to define a Forecast Compliance Date, taking into account the constraints outlined by the two Parties.

In the event of continued disagreement on the part of RTE concerning the Forecast Compliance Date, despite the technical elements brought by the Reserve Provider, the provisions of Article **Erreur ! Source du renvoi introuvable.** shall apply.

#### 14.4.2.3 *Change of Forecast Compliance Date*

The Reserve Provider can propose a change in the Forecast Compliance Date one time in the event of a technical need and must Notify RTE at the latest 10 Business Days before the date initially set, justifying the reasons for the postponement. RTE Notifies its approval or rejection in accordance with the provisions of Article 14.4.2.2.

If the date of a test on the Generation Unit (required by the Reserve Provider to meet the Forecast Compliance Date Notified to RTE) is postponed by RTE, then the Reserve Provider may change the Forecast Compliance Date to take into account this postponement.

### 14.4.3 **Effective compliance**

#### 14.4.3.1 *Notification of Compliance*

Once the Compliance is achieved, the Reserve Provider Notifies RTE, indicating the Day of compliance. This is the last date taken into account for the calculations of Rebates and Penalties described in Article 14.6.

The Day of Compliance Notified by the Reserve Provider cannot exceed 60 Days prior to the date of Notification.

If the Reserve Provider observes that the Failure persists following efforts to return to Compliance, despite the previously identified causes having been dealt with and for an independent reason from these, the Reserve Provider shall Notify RTE firstly of the return to Compliance of the initial Failure, and secondly of a new Failure occurring, independent of the first. In case of disagreement of RTE, the provisions of Article 14.4.5 shall apply.

#### 14.4.3.2 *Dispute*

Following receipt of a Notification of Compliance, RTE may, within a period of one Month from the date of receipt of this Notification, dispute the Compliance by providing the corresponding elements of analysis. The Parties shall meet at the earliest possible time to resolve this dispute.

If RTE's dispute is found to be warranted, the Compliance Notified by the Reserve Provider is considered erroneous and it is not taken into account for the calculations of Rebates and Penalties described in Article 14.6.

### 14.4.4 **Serious incidents or long-term withdrawal from operation**

Serious incidents are incidents requiring the unscheduled halt in operation of a Generation Unit for a period exceeding 4 Months or requiring repairs to an amount estimated by the Reserve Provider to exceed the following limits:

- 500 k€ for Generation Units with maximum power greater than or equal to 100 MW;
- 200 k€ for Generation Units with maximum power less than or equal to 100 MW;

The Reserve Provider indicates whether the performances of the Generation Unit have been impacted by the serious incident. If the performance of the installation has not been altered, the Reserve Provider shall provide the elements justifying it.

The withdrawal from operation is long-term when the Generation Unit is stopped for a duration greater than or equal to 1 year (it may involve permanent closure of the Generation Unit).

In the event of a serious incident or long-term withdrawal from operation of a Generation Unit, with the characteristics of force majeure, Article **Erreur ! Source du renvoi introuvable.** applies for the Generation Unit concerned.

If the Generation Unit has a connection agreement (or any equivalent document) or a performance commitment agreement within the meaning of the RTE Reference Technical Documentation specifying the Qualification for Frequency Ancillary Services, it must maintain the performance of the generation facility to which it belongs, in application of decree no. 2008-386 of 23 April 2008. Otherwise, in the event of a serious incident or long-term withdrawal from operation of a Generation Unit without the characteristics of force majeure, the Parties undertake to examine whether or not to keep the Generation Unit concerned in the Reserve Perimeter of the Reserve Provider. In case of withdrawal, the provisions of Article 4.3.1 shall apply. In case of continued operation, the provisions of Article 14.4 shall apply.

In the event of continued disagreement concerning action to resolve a serious incident, the provisions of Article **Erreur ! Source du renvoi introuvable.** shall apply.

#### **14.4.5 Independent audit**

If, in light of the elements presented by the Reserve Provider, RTE considers that the latter has not done its utmost to bring into compliance one or several Generation Units subject to Failures resulting in risks to security or consequences on operations that are unacceptable for RTE (in particular in the case of a high number of simultaneous Failures or a continued disagreement on Forecast Compliance Date), RTE may request an independent audit to be held to verify whether the Reserve Provider has complied with good practices for equipment maintenance affecting the performances of Frequency Control when fulfilling its contractual obligations to RTE.

The two Parties agree on the choice of auditor.

The auditor Notifies the results of the audit to the two Parties. If the audit concludes that there has been breach and negligence on the part of the Reserve Provider, RTE requests it to submit, within three Months from the Notification, a plan of action and new proposals for the Forecast Compliance Date.

If RTE considers that the plan of action proposed does not show that the Reserve Provider has made best endeavours to remedy the breach and negligence raised by the auditor, RTE will apply the Penalties set out in Article 14.6.4.

These Penalties apply to generation type Reserve Providing Groups whose Failures are attributable to breaches on the part of the Reserve Provider, up until the criteria having led to the independent audit have been eliminated.

The costs of the audit are borne by the Reserve Provider when the audit concludes that breach and negligence have occurred on the part of the latter. They are borne by RTE when the audit concludes that no breach or negligence has occurred.

## **14.5 Process of Notifications of Failures and Compliance**

### **14.5.1 Description of the Process**

A Notification of Failure is accompanied by a form to fill in accordance with the model in Annexe 10.

Once the deadline for disputing effective Compliance or renewed availability has passed, RTE closes the form and sends a copy to the Reserve Provider.

Cancelling a form submitted can only be done via the form closure phase.

Editing a form, for the particular phase concerned, involves incrementing the index of the document at each submission by RTE.

The procedure for sending a Notification of Failure by the Reserve Provider is the following:

- The Reserve Provider Notifies RTE of its Failures by creating the form in Annexe 10 and, if possible, declares the unavailable share of Frequency Control.
- Within a period of eight (8) Business Days, RTE acknowledges receipt of the declaration of Failure and Notifies the share of unavailable Frequency Control using the form in Annexe 10.
- Within a period of one Month after receipt of the Notification, the Reserve Provider accepts or disputes the Notification by RTE using the form in Annexe 10.

The procedure for sending a Notification of Failure by RTE is the following:

- RTE Notifies the deviations detected following the audit as well as the share of unavailable frequency control by creating the form in Annexe 10.
- Within a period of one Month after receipt of the Notification, the Reserve Provider accepts or disputes the Notification by RTE using the form in Annexe 10.

The procedure for sending a Notification of Forecast Compliance Date is the following:

- Within one Month from Notification of a Failure, as set out in Article 14.2.4, the Reserve Provider Notifies RTE of the Forecast Compliance Date using the form in Annexe 10.
- RTE Notifies its approval or disapproval of the Forecast Compliance Date within a period of 8 Business Days using the form in Annexe 10. If relevant, it contacts the Reserve Provider to agree on another date.

The terms for sending a request to modify the Forecast Compliance Date by the Reserve Provider are the following:

- The Reserve Provider may amend the Forecast Compliance Date one time if required for technical reasons. It Notifies RTE of this change and its justification 10 Business Days before the Forecast Compliance Date initially set.

- RTE Notifies its approval or disapproval of the proposed Forecast Compliance Date within a period of 5 Business Days. Submitting the form in Annexe 10 featuring the modified date formalises the agreement. In case of disagreement, RTE Notifies the Reserve Provider to agree on another date.

The procedure for sending a Notification of Compliance is the following:

- Once Compliance has been achieved, the Reserve Provider Notifies RTE of the date on which it was done, using the form in Annexe 10.
- Within a period of one Month after receiving the Notification, RTE accepts or disputes the Notification of Compliance. Submitting the form in Annexe 10 featuring the date of Compliance formalises the agreement. In case of disagreement, RTE provides the corresponding elements of analysis and the "Compliance" part of the file is not filled in.
- RTE may stand in for the Reserve Provider in the declaration of the Compliance date in the cases set out in Article 14.4.3.1.

## **14.5.2 Specific operational arrangements**

Failure Notifications as well as the Notifications relating to actual and Forecast Compliance Dates are sent by email to the regional unit of RTE that manages the network on which the Reserve Providing Group is connected.

The following documents issued by RTE are sent by email to the Reserve Provider:

- Failure Notifications;
- Receipt confirmation of the Failure Notification;
- Confirmation of approval or rejection of the Forecast Compliance Date;
- Any Compliance date declaration by RTE;
- Approval or disapproval of the return to Compliance; and
- Closure or cancellation of the file.

The files signed by the Parties shall apply in the event of disagreement.

The alert files issued by RTE are sent by email to the Reserve Provider

Previous exchanges are based on the file formats and models defined in Annexe 10:

- File relating to a Failure Notification from the Reserve Provider;
- File relating to monitoring a Failure;
- Alert file; and
- Information file on unavailability for more than 60 Days.

## 14.6 Financial consequences of Failures

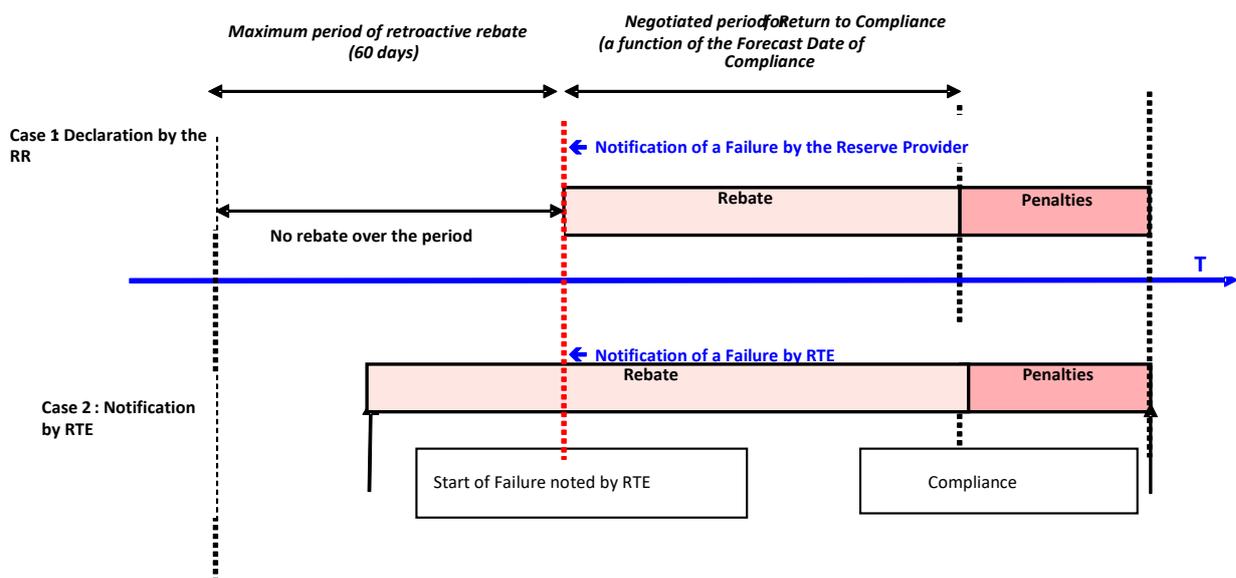
Notified Failures may give rise to Rebates or Penalties when performance deviations exceed the Notification thresholds outlined in Article 14.3.2. The Rebates and Penalties depend on the duration of the Failure and depend on the size of the deviation.

For generation type Reserve Providing Groups, Rebates are applied from the Start of Failure up to its Compliance. For consumption type Reserve Providing Groups, the Rebates apply from the Start of Failure up until the date of withdrawal of the Qualification Certificate or return to compliance. The Rebate is only applied if the Failures lead to a negative Reserve Balance for the Reserve Provider.

For generation type Reserve Providing Groups, if Compliance is achieved later than the Forecast Compliance Date, the Rebate is replaced by a Penalty. In this case the period of application of the Penalty begins on the Day following the Forecast Compliance Date and ends on the Day following the Compliance.

As application of these Rebates and Penalties is final, no additional compensation may be claimed by RTE.

Diagram of the general principle:



### 14.6.1 Time period of Failure taken into account for the calculation of Rebates and Penalties

The time period of Failure taken into account in the calculation of the Rebates and Penalties begins at the Start of Failure and ends on the Day following the Compliance.

However, for a given Failure, the start of the period of Failure cannot precede the Day of the Failure Notification by more than 60 Days.

#### 14.6.1.1 *Period of Failure: Special cases*

For performances monitored using statistical criteria based on an observation period (performance F3 and F5), if the analysis does not specifically identify the start of the deviation, a retroactive analysis is conducted at monthly intervals on the previous Months. In such cases, the start of the Failure is the Day following the end of the last period of retroactive observation for which the performance was respected.

When RTE identifies an end date for the deviation and the Reserve Provider has not Notified RTE of the Compliance, the Compliance date is the date of the end of the deviation observed by RTE. For performances monitored using statistical criteria, the end date of the deviation is the Day following the end date of the last retroactive observation period for which the performance was not respected. In this case, RTE Notifies the Reserve Provider of a Compliance date which is the end date of the deviation, in accordance with the provisions of Article 14.4.3.1.

For performances monitored using non-statistical criteria, based on a number of observed deviations and on an observation period defined in Article 14.2 (i.e.: criteria F2, F4 and F6), the Start of Failure is the Day on which the number of deviations observed exceeded the Notification threshold during the observation period.

When RTE or the Reserve Provider identify an event occurring after the first deviation mentioned in the Notification, where the performance was respected, then the date of Compliance is that of this event. In the case where the Reserve Provider has not Notified RTE of the return to Compliance, RTE Notifies the Reserve Provider of this Compliance date, in accordance with Article 14.4.3.1.

When RTE or the Reserve Provider identify an event occurring after the first deviation mentioned in the Notification and prior to the last deviation mentioned in the Notification, where the performance was respected, then the Parties agree on the analysis to carry out to validate or reject the Notification from RTE.

For all performances defined in Article 14.2, the date of the beginning of the observation period cannot be earlier than the last date of Compliance of the performance concerned.

#### **14.6.2 Share of unavailable frequency control taken into account for the calculation of Rebates and Penalties**

The share of unavailable frequency control quantifies the importance of the deviation and is used to calculate the Rebates and Penalties provided for in Articles 14.6.3 and 14.6.4.2. The set of rules for calculating this are specified in Article 14.2.

For a Reserve Providing Group, when several performances deviate for the same type of Frequency Control the share of unavailable Frequency Control is the sum of the share of unavailable frequency control factors established in accordance with Article 14.2, limited to 100% for each Reserve Type.

#### **14.6.3 Rebate amount**

The contribution of a Reserve Providing Group having been subject to Failure is defined, for each Reserve Type, as the product of its contribution to the frequency control in question, as stated in the Final Dispatch Schedule, multiplied by the share of unavailable frequency control relating to this frequency control.

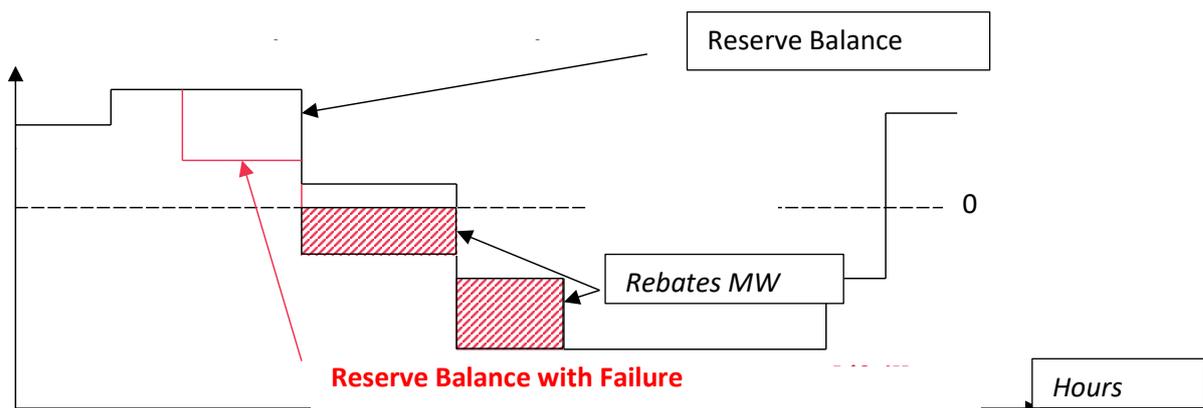
For each Half-Hourly Interval and for each of the frequency controls concerned, RTE calculates the Reserve Balance with failure, as the Reserve Balance calculated in accordance with Article **Erreur ! Source du renvoi introuvable.** minus the failed contribution of the Reserve Provider's Reserve Providing Groups subject to Failure.

The Rebate is only applied if the Failures lead to a negative Reserve Balance for the Reserve Provider. In this case, the amount of the Rebate is calculated in the following manner:

- Its amount is equal to the opposite value of the Reserve Balance with Failure, valued as the product of the Regulated Capacity Price and of the term "a" for upward Reserve, and "1-a" for downward Reserve, if the Reserve Provider had a positive Reserve Balance; or
- Its amount is equal to the sum of the failed contributions valued as the product of the Regulated Capacity Price and of the term "a" for upward Reserve, and "1-a" for downward Reserve, if the Reserve Provider had a negative Reserve Balance.

Where "a" is the ratio of upward/downward defined in accordance with Article **Erreur ! Source du renvoi introuvable.**

These principles are illustrated in the diagram below:



## 14.6.4 Penalties

This Article applies only to generation type Reserve Providing Groups.

### 14.6.4.1 Principles

If, on the Forecast Compliance Date defined in Article 14.4.2, Compliance has not been achieved, the Rebate provided for in Article 14.6.3 induced by generation type Reserve Providing Groups subject to failure, is replaced by a Penalty after the Forecast Compliance Date.

### 14.6.4.2 Penalty amount

The Penalty is calculated as follows:

For Failures affecting the ability of a generation type Reserve Providing Group to participate in Primary or Secondary Frequency Control, the Penalty is calculated for each Reserve Type from the following formula:

$$P\acute{e}nalit\acute{e} = 5 PFC \% def \sum_{\text{jour} = \text{Date Pr\acute{e}visionnelle de Mise en Conformit\acute{e}}^{\text{Date de Mise en Conformit\acute{e}}-1} \sum_{PDH=1}^N \alpha_{PDH} P A_{PDH}, \text{ where}$$

- PFC: Regulated Capacity Price;
- N is the number of Half-Hourly Intervals of the day concerned (46, 48 or 50);
- $P A_{PDH}$ : Last active power Forecast Dispatch Schedule from the RPG for the Half-Hourly Interval and Reserve Type concerned;
- $\alpha_{PDH}$ : Ratio established for the calculation of final Reserve Obligations (Article **Erreur ! Source du renvoi introuvable.**) for the Half-Hourly Interval and Reserve Type concerned; and
- %def: share of unavailable frequency control determined in accordance with Article 14.2.

The Forecast Compliance Date and the Compliance Date are set in accordance with Article 14.4.2.

#### 14.6.4.3 *Maximum amount of Penalties*

RTE may not charge the Reserve Provider Penalties over a certain amount for frequency control.

The maximum amount payable over a period of 12 Months for a given frequency control is equal to the remuneration that the Reserve Provider would have received in the absence of failure, for all of the generation type Reserve Providing Groups in its Reserve Perimeter.

The first 12-Month period begins on the date of the first application of a Penalty. If, at the end of this first period, there are still Failures which have not been returned to Compliance within the set deadline, the maximum amount of the Penalties applies for the next 12-Month period.

#### 14.6.5 **Network unavailability**

In the case of unavailability or total or partial inability of a Reserve Providing Group to perform frequency control as a direct result of Unscheduled or Scheduled Unavailability of the Public Transmission or Distribution System, no Rebate or Penalty is applied.

### 15. **FINANCIAL SECURITY**

#### 15.1 **Bank Guarantee**

##### 15.1.1 **Principles**

The Reserve Provider may submit a Bank Guarantee to RTE under the Frequency Ancillary Services Terms and Conditions.

The Bank Guarantee must be issued by a credit institution within the meaning of Articles L. 511-1, L. 511-5 and L. 511-6 of the French Monetary and Financial Code and must be consistent with the first demand bank guarantee model in Annexe 7.

The bank guarantee must be issued by a credit institution known to be solvent, i.e.: respecting the rating criteria given below, domiciled either in a Member State of the European Union, in Switzerland or in Norway.

The credit institution must not be the Reserve Provider itself and must not audit the latter or be audited by it within the meaning of article L. 233-3 of the French Commercial Code.

The Bank Guarantee must be issued by a credit institution whose long term credit rating obtained from an international ratings body is at least [BBB+] with a “stable outlook” (Standard & Poor's or Fitch Ratings) or [Baa1] (Moody's). When a banking institution is rated by several rating agencies, all its ratings must be consistent with the above criterion.

If, during implementation of the Participation Agreement, the long-term credit rating of the credit institution having issued the Bank Guarantee becomes less than [BBB+] (Standard & Poor's or Fitch Ratings) or [Baa1] (Moody's), RTE may consider the Bank Guarantee null and void, and consider its amount as zero for the calculation of the Daily Exchange Limit defined in Article 15.2, within a period of 10 (ten) Business Days following a Notification by RTE to the Reserve Provider.

The Bank Guarantee is issued for a period of validity equal to at least one (1) year.

### **15.1.2 Process**

Bank Guarantees must comply with the principles set out in Article 15.1.1.

If the Reserve Provider does not have a Bank Guarantee or if the Reserve Provider has a Bank Guarantee that is invalid or with an expiry date in less than three (3) Calendar Months, then it can provide RTE with a new Bank Guarantee at any time. It must then Notify RTE by registered letter with acknowledgement of receipt. RTE modifies the Daily Exchange Limit in accordance with Article 15.2 within 10 (ten) Business Days from the date of receipt of the request.

If the Reserve Provider wishes to renew its Bank Guarantee, this must be done no later than three (3) Calendar Months prior to the expiry date of the guarantee. This renewal must be Notified to RTE by registered letter with acknowledgement of receipt. The date of entry into force of the new Bank Guarantee must correspond to the date of expiry of the previous Bank Guarantee. If RTE does not receive a new Bank Guarantee within the deadline mentioned above, RTE considers this amount nil for the calculation of the Daily Exchange Limit set out in Article 15.2.

If the Reserve Provider wishes to change the amount of a current Bank Guarantee, it must Notify RTE. RTE takes into account the new value of the Bank Guarantee for the calculation of the Daily Exchange Limit defined in Article 15.2, within:

- ten (10) Business Days, if the amount of the Bank Guarantee has increased;
- three (3) Calendar Months, if the amount of the Bank Guarantee has decreased

### **15.1.3 Bank Guarantee Request**

RTE may, via the attached letter template in Annexe 8, invoke the Bank Guarantee of the Reserve Provider in the event of payment default of all or part of an invoice or any payment payable to RTE under the frequency section of the Terms and Conditions and for which the deadline for payment stipulated in Article 16.2.2 has been reached, following a formal notice of default from RTE by registered letter with acknowledgement of receipt to the Reserve Provider that has not been heeded within a period of ten (10) Business Days following the date of its receipt.

### **15.1.4 Return**

In the event of termination of the Participation Agreement, RTE sends the Reserve Provider the original copy of the Bank Guarantee within fifteen (15) Business Days following payment of the last invoice by the Reserve Provider, if the Bank Guarantee has not been used.

## **15.2 Daily Exchange Limit**

The Reserve Provider has a Daily Exchange Limit in hMW calculated with the following formula:

Daily Exchange Limit = - amount of the Bank Guarantee / IEP3Jmoy

IEP3Jmoy is worth 180 €/hMW.

The amount of the Bank Guarantee is in euros.

The Daily Exchange Limit is a negative or zero value in hMW.

IEP3Jmoy represents the amount of a full elementary compensation for 3 Days, based on an average value of the Reference Spot Price, and on the Regulated Capacity Price. The value of IEP3Jmoy is subject to change, within the process of revising the Terms and Conditions.

The Daily Exchange Limit is rounded to the nearest hMW in accordance with Article 3.5.10.

If there is no Bank Guarantee, or if the Bank Guarantee is invalid or has an expiry date of less than 3 Months, the amount of the Bank Guarantee is considered zero.

Independently of the Bank Guarantee, this Daily Exchange Limit can be set to zero by RTE in accordance with Article 15.4.20.

## **15.3 Daily Balance of Power Exchanges**

The Daily Exchange Limit characterises the financial risk the Reserve Provider exposes RTE to for a given day. The Daily Balance of Power Exchanges is not included in the calculation of the Reserve Balance. The Daily Balance of Power Exchanges is included in the conditions for acceptance of Reserve exchanges by RTE.

RTE continuously determines the Daily Balance of Power Exchanges of each Reserve Provider for each Day.

The half-hourly balance of exchanges in hMW of a Reserve Provider for a Reserve Type is the product of the two following terms:

- the algebraic sum of all symmetric and upward Reserve exchanges only, in MW, of the Reserve Provider accepted by RTE for the Half-Hourly Interval concerned and for the Reserve Type concerned. The Reserve exchanges concerned are the NERs established in accordance with Article 8 and the imports/exports of reserves.
- a duration of one half-hour,

NERs for which the Reserve Provider is the buyer are counted positively and NERs for sales counted negatively. The Reserve exports are counted negatively, imports positively.

The Daily Balance of Power Exchanges of a Reserve Provider is the sum of the negative half-hourly balance of exchanges for each Reserve Provider and each Half-Hourly Interval of the Day concerned. This Daily Balance of Power Exchanges is common to Frequency Containment and Automatic Frequency Restoration Reserves as well as to all Half-Hourly Intervals of the given Day. The Daily Balance of Power Exchanges is a negative or zero value, expressed in hMW.

***Example:***

*A Reserve Provider submitting a Bank Guarantee of 43.2 k€ obtains a Daily Exchange Limit of -240 hMW.*

*This Reserve Provider may then issue an NER for the sale of 10 MW of Frequency Containment Reserve for the 48 Half-Hourly Intervals of a given Day, or issue an NER of the sale of Frequency Containment Reserve and an NER of the sale of 40 MW of Automatic Frequency Restoration Reserves each for 6 Half-Hourly Intervals of a given Day.*

## **15.4 Monitoring the amount of outstanding Reserve exchanges**

### **15.4.1 Determining the amount of outstanding Reserve exchanges**

RTE may calculate the amount of outstanding Reserve exchanges for Reserve Providers on a daily basis. The terms for determining this outstanding amount are specified below.

The amount of outstanding Reserve exchanges for a Reserve Provider is the sum of outstanding Reserve exchanges established for all Half-Hourly Intervals and all Reserve Types.

For each Half-Hourly Interval and each Reserve Type, outstanding reserve exchanges are calculated from the following formula:

$$\text{Encours relatif aux échanges de réserves} = \text{encours global} * \frac{\max(0, -E)}{P + \max(0, -E)}, \text{ où}$$

- P is the final Reserve Obligation, established in accordance with Article 6.5 for the Half-Hourly Interval and for the Reserve Type concerned, for contracting through obligations, or the volume of the Reserve Provider's successful bids, for contracting through call for tenders;
- E is the balance of all symmetric or upward only Reserve exchanges: NERs and explicit imports / exports of Reserves for the Half-Hourly Interval and for the Reserve Type concerned (purchases and imports being counted positively, sales and exports being counted negatively); and

- "The total outstanding amount" of a Reserve Provider for the Half-Hourly Interval and for the Reserve Type concerned includes both the elements relating to the Half-Hourly Interval and the Reserve Type concerned of the invoices issued by RTE in accordance with Article 16, and not yet settled by the Reserve Provider, as well as the Compensation (established in accordance with Article **Erreur ! Source du renvoi introuvable.**) related to the negative Reserve Balances of the Half-Hourly Interval of the Days subsequent to the most recent billing period having given rise to issuance of the last invoice, for the Reserve Provider concerned.

#### **15.4.2 Potential limitation of Reserve exchanges**

If the outstanding amount in terms of a Reserve Provider's reserve exchanges is greater than its Bank Guarantee submitted, RTE may fix the Daily Exchange Limit of the Reserve Provider at zero. In this case RTE Notifies the Reserve Provider of this limitation.

However, as a transitional measure, the Reserve Provider may submit a sum of money to RTE, known as a cash deposit, constituting a possessory pledge, within the meaning of articles 2333 and onwards of the French Civil Code, to cancel or prevent the Daily Exchange Limit being reset to zero. The outstanding reserve exchanges of the Reserve Provider is then compared to the cash deposit sum and the amount of the Bank Guarantee, for the zeroing of the Daily Exchange Limit.

A pledge must be created in accordance with the model in Annexe 9 and may not exceed ninety (90) calendar days.

Once the Reserve Provider has settled the invoice for monitoring the stated commitments as defined in Article 16.1.3 resulting in its outstanding Reserve exchanges becoming less than or equal to the amount of its Bank Guarantee, RTE:

- cancels the zeroing of the Daily Exchange Limit of the Reserve Provider if applicable. This cancellation must be Notified to the Reserve Provider; and
- returns the cash deposit (cash collateral) to the Reserve Provider where applicable, under the conditions defined in Annexe 9.

### **15.5 Financial security mechanism for the frequency control power of Consumption Sites under optional regulated model**

A financial security mechanism, based on Bank Guarantees, is set up within the framework of the financial flows between the Reserve Provider and the Supplier through RTE for the control power of the Consumption Sites under optional regulated model as defined in Article 13.5.

Any counterparty may submit to RTE a Bank Guarantee issued by a credit institution within the meaning of articles L 511-5 and L 511-6 of the French Monetary and Financial Code.

#### **15.5.1 Monitoring of the counterparties' financial balance sheet**

RTE monitors the financial balance sheet of each counterparty on each Day D. This financial balance sheet takes into account:

- the advance payments made by the counterparty;
- the sums due by the counterparty invoiced by RTE to debtor counterparties and not settled;

- an estimate of the amounts owed by the counterparty over the Half-Hourly Intervals prior to Day D having not yet been invoiced, equal to:

For a Reserve Provider:  $\sum_{PDH} \sum_{\substack{\text{Site } i \text{ au modèle} \\ \text{régulé du} \\ \text{Responsable de Réserve}}} \max(0; V_{ER}(\text{Site } i, PDH)) \cdot B_{\text{Site } i, PDH}$

For a Supplier:

$$\sum_{PDH} \sum_{\substack{\text{Site } i \text{ au modèle} \\ \text{régulé du} \\ \text{Fournisseur}}} \max(0; -V_{ER}(\text{Site } i, PDH)) \cdot B_{\text{Site } i, PDH}$$

Where:

$V_{ER}(\text{Site } i, PDH)$	The volume of control power for the Consumption Site i at the regulated model for the Half-Hourly Interval HHI, calculated in accordance with Article <b>13.2.2.2</b> ;
$B_{\text{Site } i, PDH}$	The Fixed Scale for the Consumption Site i for the Half-Hourly Interval HHI;
HHI:	Half-Hourly Interval prior to Day D having not yet been invoiced, in accordance with Article 15.5.3.

## 15.5.2 Financial security rules for a Reserve Provider that has no Bank Guarantee

If there is no Bank Guarantee, the authorised outstanding debt is equal to zero (0).

### 15.5.2.1 Consequences of exceeding the authorised outstanding debt

When the financial balance sheet prepared by RTE under Article 15.5.1 is greater than zero (0), RTE gives the counterparty formal notice to proceed with an advance payment, covering its outstanding debt, to the Collection and Payment Fund for the Frequency Ancillary Services within a period of ten (10) days and to obtain a Bank Guarantee within a period of one (1) Month.

### 15.5.2.2 Failure to pay the sums due

In the event of failure to pay in full or in part the amounts due by the counterparty,

RTE sends the counterparty formal notice by registered mail with return receipt requested, to proceed with the payment of the outstanding amounts within a period of ten (10) days following the date of receipt.

If the counterparty has not made the payments referred to in the official notice by the abovementioned period, RTE may terminate the Participation Agreement of the counterparty.

### 15.5.2.3 Financial security rules for a counterparty with a Bank Guarantee

#### 15.5.2.3.1 Characteristics of the Bank Guarantee

The Bank Guarantee submitted under the provisions of this Article may not be combined with the one potentially submitted under the provisions of Article 15.1.

The Bank Guarantee must comply with the provisions of these Terms and Conditions and with the Bank Guarantee model in Annexe 7.

The bank guarantee must be issued by a credit institution known to be solvent, i.e.: respecting the rating criteria given below, domiciled in a Member State of the European Union, in Switzerland or in Norway.

The credit institution must not be the counterparty itself and must not audit the latter or be audited by it within the meaning of article L. 233-3 of the French Commercial Code.

The Bank Guarantee must be issued by a credit institution whose long term credit rating obtained from an international ratings body is at least [BBB+] with a “stable outlook” (Standard & Poor's or Fitch Ratings) or [Baa1] (Moody's). When a banking institution is rated by several rating agencies, all its ratings must be consistent with the above criterion.

The Bank Guarantee is issued by a credit institution for a period of validity of at least one (1) year.

The counterparty may submit a Bank Guarantee, the amount of which is consistent with one of the amounts specified in the table below.

The amount of the Bank guarantee submitted to RTE determines the amount of outstanding debt authorised by the counterparty, under the conditions laid down in the table below.

Amount of the first demand bank guarantee in euros (€)	Outstanding amounts authorised in euros (€)
10000	10000
50000	50000
100000	100000
200000	200000
300 000	300 000

**15.5.2.3.2 Bank Guarantee Renewal**

RTE Notifies the counterparty of the Bank Guarantee expiry date no later than four (4) Months ahead of time.

No later than three (3) Months before the Bank Guarantee expiry date, the counterparty may Notify RTE of a new Bank Guarantee, the amount of which is consistent with one of those specified in Article 15.5.2.3.1.

The date of entry into force of the new Bank Guarantee must correspond to the date of expiry of the previous Bank Guarantee.

Failing receipt by RTE of a new Bank Guarantee within the above time limit, the authorised outstanding debt for the counterparty is equal to zero (0) from the date of expiry of the Bank Guarantee.

### *15.5.2.3.3 Revision of the amount of the Bank Guarantee*

#### *15.5.2.3.3.1 At the initiative of the counterparty*

If no Bank guarantee revision has been requested by RTE within the last twelve (12) months preceding Month M, the counterparty may at any time take the initiative to revise the amount of its Bank Guarantee. The counterparty shall then Notify RTE, by registered letter with acknowledgement of receipt, of a new Bank Guarantee which will take effect five (5) Business Days after receipt from RTE.

In the other case, i.e. when the Bank Guarantee of the counterparty has been revised at the request of RTE, the counterparty must wait twelve (12) Months from the date of effect to be able to reduce the amount of its Bank Guarantee with RTE.

#### *15.5.2.3.3.2 At the initiative of RTE*

The amount of the Bank Guarantee may be revised by RTE in the following cases:

- when the financial balance sheet prepared by RTE under Article 15.5.1 is higher than the amount of the Bank Guarantee. , RTE then gives the counterparty formal notice to proceed with an advance payment to the Collection and Payment Fund for the Frequency Ancillary Services within a period of five (5) Days and to re-evaluate its Bank Guarantee within a period of one (1) Month.
- If the Bank Guarantee has been invoked by RTE or if RTE has found, over one Rolling Year, two (2) Payment Defaults having given rise to formal notice to pay by registered letter with acknowledgement of receipt. In this case, RTE may give the counterparty formal notice, within a period of one (1) Month, to Notify a new Bank Guarantee in the amount consistent with the Bank Guarantees defined in Article 15.5.2.3.1 and covering the maximum amount between the Bank Guarantee invoked and the sum of the amounts due under the invoices issued by RTE for which a Payment Default has occurred and not having been settled by the aforementioned date of official notice;
- If, during implementation of the Participation Agreement, the long-term credit rating of the credit institution having issued the Bank Guarantee becomes less than [A] (Standard & Poor's or Fitch Ratings) or [A2] (Moody's), RTE may give the counterparty formal notice to provide it with a new Bank Guarantee in accordance with the criteria defined above within a period of one (1) Month from the date of receipt of the official notice.

#### *15.5.2.3.4 Bank Guarantee Request*

RTE sends the counterparty formal notice by registered mail with return receipt requested, to proceed with the payment of the outstanding amounts within a period of ten (10) Days following the date of receipt.

If the counterparty has not made the payments referred to in the official notice by the abovementioned period, RTE will invoke the Bank Guarantee of the counterparty by means of the letter model in Annexe 8.

No later than ten (10) Business Days after the Bank Guarantee has been invoked, the counterparty Notifies RTE of the new Bank Guarantee in accordance with the provisions laid down in Article 15.5.2.3.3.

Failing this, RTE may suspend the Participation Agreement of the counterparty under the conditions stated in Article **Erreur ! Source du renvoi introuvable.**

#### *15.5.2.3.5 Return*

If the counterparty terminates the Participation Agreement, RTE shall return the original copy of the Bank Guarantee within fifteen (15) Days following payment of the balance of the amounts due by the counterparty to RTE.

### **15.5.3 Collecting payments from debtors**

Payments (exclusive of tax) from debtors are collected according to the following procedure:

- the counterparty may make advance payments on the Collection and Payment Fund for Frequency Ancillary Services, the banking coordinates of which are specified in the Participation Agreement:
  - before Monday between the ninth and the fifteenth day of the month M+1 for payments for month M, and
  - by bank transfer according to the formal procedure outlined in the IS Terms and Conditions;
- no later than the twentieth (20) Day of the Month M+1, RTE Notifies the counterparty of the remuneration of energies for Month M. For Reserve Providers this Notification is sent by the Reserve Providing Group, per Half-Hourly Interval and per Fixed Scale. For Suppliers, this Notification is sent aggregated per Supplier per Fixed Scale and per Month;
- Before the end of Month M+1, RTE invoices the counterparty an amount corresponding to the sum of payments made in accordance with Article 13.5.5, by deducting the amounts excluding taxes already paid in respect of advance payments to the Collection and Payment Fund account for Frequency Ancillary Services as mentioned above;
- The counterparty settles the invoice within five (5) calendar days following its date of issuance;
- In the case where RTE discovers that one counterparty has been overcharged, this amount is paid to it following the procedures and deadlines described in Article **Erreur ! Source du renvoi introuvable.**;
- The funds collected on the Collection and Payment Fund for Frequency Ancillary Services are retained by RTE up until their payment to the counterparties in accordance with Article 1.

### **15.5.4 Payment of the sums collected by RTE to the creditor counterparties**

The amounts actually collected in accordance with Article 15.5.3 are paid to the creditors. RTE sends the invoices by post to the billing address indicated in Annexe 1 and proceeds with payment of the sums on the account given in this Annex.

Payment of the sums collected for the control energies of month M is made according to the invoice issued by RTE, for the amounts owed by the debtor counterparties to the creditor counterparty, at the earliest as soon as the payment of invoices by the debtor counterparties has been completed and no later than the twentieth (20) Business Day of the Month M+2, in accordance with the terms described in Annexe 12.

#### 15.5.4.1 *Payment to the creditor counterparties in the event of failure of a debtor counterparty*

In case of payment default by a debtor of the amounts due within the above time limits, RTE is not obliged to proceed with payments of these sums to the creditor counterparties within the time limits provided for in Article 15.5.4.

In this configuration, the total amount of the sums not paid by the said debtor for a Month M is distributed between the creditors concerned in proportion to the volumes allocated for the Month M for the Consumption Sites at the Regulated Model.

The sums later recovered by RTE where relevant, under the provisions of Articles **Erreur ! Source du renvoi introuvable.** and 1, are paid to the creditors, following the same distribution as that specified above, as soon as they are available on the Collection and Payment Fund account for Frequency Ancillary Services.

However, RTE will ensure it takes into account late payments of debtors in the invoice drawn up by RTE and issued to itself for the payment of the sums due to the creditors concerned no later than the twentieth (20) day of the Month M+2.

When invoking the Bank Guarantee referred to in Article 15.5.2.3.4 does not cover all of the payment default, RTE transmits, to the creditors concerned and making the request, the identity of the defaulting debtor as well as the sum of money it owes to those creditors under these Term and Conditions.

## **16. INVOICING**

### **16.1 Invoicing conditions**

#### **16.1.1 Invoicing**

RTE and the Participant prepare invoices in accordance with Article 16.

The amounts are charged in Euros (€) and rounded to the nearest Euro cent (c€).

#### **16.1.2 Procedure for disputing invoices**

Any claim concerning an invoice must be Notified to the Party that issued it within a period of 30 Calendar Days from receipt of the invoice in dispute. The Complainant must provide justification for its request.

The recipient must respond to this claim within a period of 30 Calendar Days from the date of its receipt.

The Notification of a claim does not remove the obligation to pay the amounts owed.

### **16.1.3 Terms relating to remuneration of Reserve Obligation or Commitments, compensation and control power**

#### *16.1.3.1 Principles*

On a monthly basis, RTE and the Reserve Provider handle the financial flows resulting from the provisions concerning:

- The remuneration of final Reserve Obligations or Reserve Commitments carried out in accordance with Article **Erreur ! Source du renvoi introuvable.**;
- The Compensation related to non-compliance of declared commitments, determined in accordance with Article 11.2; and
- The management of control energies, in accordance with Article 13.

RTE issues an invoice concerning the Compensations if they are not zero.

The Reserve Provider issues an invoice (or a credit note if the amount is negative) to RTE concerning the remuneration of the final Reserve Obligation or Reserve Commitments and monthly control energies.

The rounding rules described in Article 1.1 are applied.;

#### *16.1.3.2 Data exchanged*

RTE sends the Reserve Provider a monthly statement of remuneration and Compensation. RTE includes all items of the Reserve Provider's Reserve Balances and control energies so that the Reserve Provider can check the billing items.

#### *16.1.3.3 Process for establishing billing items*

Every month RTE emails the Reserve Provider the provisional data defined in Article 16.1.3.2 of Month M no later than the third Monday of Month M+1. These provisional data do not take into consideration eligibility for reduction of Compensation.

The Reserve Provider may contest the monthly provisional data by Notification to RTE, within a period of 15 Days from the date of receipt of these data. This step allows the Reserve Provider to claim eligibility for reduction of Compensation, by transmitting to RTE the start and end of the unavailability, as well as the Forecast Dispatch Schedule immediately prior to the unavailability.

RTE emails the Reserve Provider the consolidated data of Month M no later than the third Monday of Month M+2, even if they are identical to the provisional data.

After the date of receipt by the Reserve Provider of the consolidated data, any disagreement between the Parties will be treated as an invoice dispute.

After the third Monday of Month M+2 RTE and the Reserve Provider prepare the monthly invoices based on the consolidated data sent by RTE.

## **16.1.4 Set of rules for performance checks**

### **16.1.4.1 Principle**

RTE emails the data from the performance check on a quarterly basis to the Reserve Provider, detailing the deviations found, the resulting Failures, as well as the associated financial consequences.

The rounding rules described in Article 3.5.10 must be applied.

### **16.1.4.2 Sending the quarterly performance check report**

RTE sends the Reserve Provider a quarterly report of the performance check of Month M to M+2 before the first Monday of Month M+4 in the form of computer files. These files include the data relating to deviations pending resolution for the calculation of the Compensation and Penalties of Month M to M+2. The report relating to Month M to M+2 is in addition supplemented by the data relating to deviations being corrected for the calculation of Rebates and Penalties of Months M-3 to M-1. These provide the means to consolidate the data sent in the previous quarter and to integrate the corrections due to changes not yet known at the date of preparation of the control report relating to Month M-3 to M-1, but with a retroactive impact over this period.

The data transmitted to the Reserve Provider specifically detail, for each deviation being corrected, the date of Notification, the Start of Failure, the nature of the deviation giving rise to the Failure, the associated share of unavailable Frequency Control, the estimated date of Compliance and the Compliance date, as well as the amount of Rebates and Penalties for the quarter in question arising from the deviations being corrected.

The deviations currently being resolved for the calculation of Rebates and Penalties of Month M to M+2 include:

- Failures Notified at the beginning of Month M up to the date the data is processed by RTE (in all cases subsequent to the end of Month M+2), in accordance with Article 14.2.4 and having a financial impact in accordance with Article 14.6;
- Previous Failures, falling under the same Articles, for which effective Compliance has not been reached by the beginning of Month M,

The amount of Rebate and Penalties charged by RTE for M to M+2 is the sum of:

- the amounts resulting from the resolution of current deviations for the calculation of Month M to M+2,
- A correction for the period M-3 to M-1 if the amount for the final resolution of deviations over this period differs from the amount transmitted in the previous quarter.

### **16.1.4.3 Definition of quarters**

The invoicing established in February of the year N are associated with the Months of October, November and December of the year N-1.

The invoicing established in May of the year N will be associated with the Months of January, February and March of the year N.

The invoicing established in August of the year N will be associated with the months of April, May and June of the year N.

The invoicing established in November of the year N will be associated with the Months of July, August and September of the year N-1.

## **16.2 Payment terms**

### **16.2.1 Billing address**

The billing address is specified in the Participation Agreement.

### **16.2.2 Deadline for Payment**

The Participant shall pay RTE the amount of the invoice by bank transfer no later than 30 days after its date of issuance.

RTE shall pay the Participant the amount of the invoice by bank transfer no later than 30 Days after its date of issuance.

### **16.2.3 Penalties for non-payment**

In the event of failure to pay the full amounts owed by the deadline for payment, the sums due are subject to, and without prior formal notice, late penalties calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation, plus ten (10) percentage points, and in force on the date of issuance. These penalties are on the total amount of the debt (amount of the invoice including VAT). This interest is calculated from the payment due date up to the date of actual payment of the invoice.

In accordance with article L. 441-10 of the French Code of Commerce, a lump sum for recovery costs is added to these penalties, amounting to forty (40) Euros excluding taxes (article D.441-5 of the French Code of Commerce). In addition, in accordance with aforementioned article L. 441-10, additional compensation may be requested by RTE when the recovery costs are higher than the amount of this lump sum payment, and on justification by RTE. If the full payment of all amounts due under the Terms and Conditions has not been settled within a period of thirty (30) Calendar Days from the date of expiry of the period provided for in Article **Erreur ! Source du renvoi introuvable.**, the creditor may terminate the Participation Agreement in accordance with Article 3.4.

## **17. TRANSITIONAL PROVISIONS**

The conditions listed in this Article shall prevail over the provisions of the other Articles of the Terms and Conditions.

## **17.1 Experimental participation of Consumption Sites connected to the PDS and Storage Units other than STEP for Frequency Containment Reserve**

### **17.1.1 Conditions for participation**

To participate in the experiment, the Reserve Provider must submit a project to RTE, describing the terms of the frequency control process, the strategies for maintaining supply of Reserve in accordance with the current Terms and Conditions, the methods for measuring the frequency, a detailed schedule of the steps envisaged for implementation of the project and the intended geographical location.

This experimental framework does not exempt the party from the Terms and Conditions and from national and European regulations.

### **17.1.2 Case of Storage units other than STEP:**

In the detailed description of the project, the Reserve Provider must indicate:

- A charging and discharging Strategy for its battery, which will involve having to provide at minimum a ratio of 1.1 MW Pmax to 1 MW of Frequency Containment Reserve;
- The Reserve Providing Group must be in compliance with Article 156 of the SOGL, as well as article 14.2.4 of the Terms and Conditions, and thus ensure it has a stock guaranteeing Pmax, upward or downward for 15 minutes in Alert State, following a frequency deviation of at least 200 MHz.

The Reserve Provider shall prove that its Reserve Providing Group can handle the transition from Normal State to Alert State and respect the conditions of the paragraph above, in Alert State, from historical days entered in the certification files currently being formalised by RTE.

At the end of the experimental phase and/or in the case of changes in the European regulation, the Reserve Provider shall come into compliance, within the deadlines, with the new requirements relating to the availability time period of Limited Energy Reservoirs and/or the requirements relating to additional properties of FCR (in connection with article 154, paragraph 2 of SOGL).

### **17.1.3 Transient operation**

- Rebates due to Failures of consumption type Reserve Providing Groups are reduced by half;
- The observation time leading to Notifications of Failure are reduced by half;
- During the experiment, the charging / discharging strategies and the criteria for observability could be subject to change and require analysis and specific information on the part of RTE, with no impact on the maintenance of the certification. Specific tests may also be requested by RTE;

- The Qualification Certificates issued by RTE in the context of the present experiment, have a limited validity to 31 December 2022. At the end of this period, non-compliant Reserve Providing Groups will not have their Qualification Certificate renewed. The Qualification Certificates of Reserve Providing Groups within the control of RTE will be automatically renewed by RTE subject to respect for the certification criteria set out in the currently in-force version of the Terms and Conditions. The controllability of a Reserve Providing Group is RTE's capacity to perform an estimation of the triplet [P0, K, Pr] according to the methodology described in Article 14.2.1.

#### **17.1.4 Feedback and study of the changes to conditions for participation**

RTE will gather feedback concerning the participation of Consumption Sites connected to the PDS and the Storage Units other than STEP no later than 6 Months after the first significant participations. This feedback must incorporate an analysis of the performances and volume of Frequency Ancillary Services provided by the Consumption Sites and the Storage Units other than STEP. RTE will share this feedback in a meeting with the Reserve Providers.

Any changes in the conditions for participation of Consumption Sites and Storage Units other than STEP proposed as a result of these studies will be made within the process of revising the Terms and Conditions.

### **17.2 Experimental participation of Consumption Sites connected to the PDS and Storage Units other than STEP in Automatic Frequency Restoration Reserves**

#### **17.2.1 Conditions for participation**

To participate in the experiment, the Reserve Provider must submit a project to RTE, describing the terms of the frequency control process, the strategies for maintaining supply of Reserve in accordance with the current Terms and Conditions, the methods for measuring the frequency, a detailed schedule of the steps envisaged for implementation of the project and the intended geographical location.

This experimental framework does not exempt the party from the Terms and Conditions and from national and European regulations.

#### **17.2.2 Transient operation**

- Rebates due to Failures of consumption type Reserve Providing Groups are reduced by half;
- The observation times leading to Notifications of Failure are reduced by half; and

- The Qualification Certificates issued by RTE for these Reserve Providing Groups have a limited validity to 31 December 2022. At the end of this period, Reserve Providing Groups which are non-compliant or which have failed to perform satisfactorily will not have their Qualification Certificate renewed. The Qualification Certificates of Reserve Providing Groups within the control of RTE will be automatically renewed by RTE. The controllability of a Reserve Providing Group is RTE's capacity to perform an estimation of the triplet [PO, K, Pr] according to the methodology described in Article 14.2.1.

### **17.2.3 Feedback and study into expanding participation**

RTE must gather feedback concerning participation of Consumption Sites to Automatic Frequency Restoration Reserves no later than 6 Months after the first participation. This feedback must incorporate an analysis of the performances and volume of Frequency Ancillary Services provided by the Consumption Sites.

Any changes in the conditions for participation of Consumption Sites proposed as a result of these studies will be made within the process of revising the Terms and Conditions.

### **17.3 Feedback on the participation of “multi-everything” consumption type Reserve Providing Groups**

6 months after the first participation of a consumption type Reserve Providing Group made up of at least two Consumption Sites, RTE will gather feedback including an analysis of the sharing keys of the control power established in accordance with Article 13.2.2.

### **17.4 Feedback on the participation of a Consumption Site or Generation Unit connected to the PDS**

In the event of participation in Frequency Ancillary Services of a Generation Unit or Consumption Site connected to the PDS, RTE and the DSO provide feedback no later than 6 months after the first participation. If this involves a Consumption Site, the feedback is gathered as described in Article 17.1.

To establish this feedback, DSOs may ask RTE to transmit the control energies per Consumption Site or Generation Unit, established in accordance with Article 13.

### **17.5 Experimentation of the participation of generation type Reserve Providing Groups with multiple Scheduling Entities or Forecast Entities**

A Reserve Provider may ask RTE to form a generation type Reserve Providing Group from multiple Scheduling Entities. The Reserve Provider must then demonstrate an inability to supply control capacity at the level of the Scheduling Entity alone. The Reserve Provider must be the Scheduling Agent of all Scheduling Entities concerned. The Reserve Provider and RTE agree on the appropriate scheduling and the Reserve Provider will indicate the Frequency Ancillary Services scheduling rule so that the sum of the scheduled reserves on each SE complies with the RPG's characteristics.

Aggregation of several SEs within the same RPG is permitted under the following conditions:

- Each SE making up the RPG must comply with the scheduling rules (Article 7.3);
- RTE may proceed with control checks of the RPG.

- The SEs are on the PTS

Compliance with the Frequency Containment Reserve and Frequency Restoration Reserve commitments is at the RPG level. In the event of a failure of one of the SEs, the entire RPG is affected. RTE expects the RPG gain to be the sum of the gains of each SE, except in the case of a dynamic gain. The Frequency Containment Reserve and Automatic Frequency Restoration Reserve volume is the sum of the certified volumes.

In accordance with Article 3 of the MA-RE Terms and Conditions, a Scheduling Entity is composed of Generation Units attached to the same Balance Responsible Party, located at the same Generation Site and geographically close. At the reasoned request of the Scheduling Agent and following RTE agreement, the Generation Units which constitute a SE may exceptionally be located on different Generation Sites. Under this transitional provision, all generation units of each SE are required to be at the same Generation Site.

Multi-SE RPGs are only authorised after date G.

This option is part of an experimental framework which could be maintained or abandoned in the process of revising the Terms and Conditions following feedback. Should RTE abandon the experimentation, Reserve Providers who benefited from these provisions will not be entitled to claim any compensation.

## **17.6 Experimentation relating to statistical observability**

The Reserve Provider can implement statistical observability for Reserve Providing Groups composed of strictly more than 70 Generation Units which each have a maximum power of less than 1 MW, or Consumption Sites which each have a subscribed power of less than 1 MW.

In order for a Reserve Providing Group to benefit from statistical observability, the Reserve Provider must have opted for the transmission of aggregated telemetry, in accordance with Article 4.2.4.2 and must have demonstrated to RTE that the transmission of all telemetry data has a significant economic impact on the profitability of its RPG's participation in frequency ancillary services.

Aggregate telemetry allowing statistical observability is built in real time by the Reserve Provider from the telemetry data of at least n Consumption Sites or Generation Units making up the Reserve Providing Group. The number is determined by the following formula:

$$n \geq \frac{t^2 N}{t^2 + (2e)^2 (N - 1)}$$

Where:

- N is the number of Consumption Sites or Generation Units making up the Reserve Providing Group
- $t^2 = 1.96$
- $e = 0.05$

The other Consumption Sites or Generation Units making up the Reserve Providing Group must continue to be measured at 10-second intervals but should not be subject to real-time transmission of this data. The choice of the at least n telemetered Consumption Sites or Generation Units is up to the Reserve Provider. However, this choice must be based on a representative panel of the Consumption Site or Generation Unit population of the RPG. The value of the aggregated telemetry data from the Reserve Provider must be close to the value of the sum of the telemetry data of the Consumption Sites or Generation Units making up the Reserve Providing Group. The choice of method for determining the aggregated telemetry data is up to the Reserve Provider, provided it has been described to RTE prior to its implementation.

If RTE considers that the aggregated telemetry data provided by the Reserve Provider is not sufficiently accurate, RTE may:

- Send the Reserve Provider a request to provide a sufficiently accurate aggregated telemetry data;
- Remove the Reserve Perimeter of the consumption type Reserve Providing Group concerned, following formal notice with no reply from the Reserve Provider within a period of one Month.

All telemetry data of Consumption Sites or Generation Units constituting the Reserve Providing Group must be sent by the Reserve Provider to RTE no later than D+1.

To compensate for any estimation error, the Reserve Provider must schedule 5% additional Reserve from its Reserve Providing Groups implementing statistical observability.

The sum of the maximum Primary and Secondary Frequency Control capacities of Reserve Providing Groups experimenting statistical observability of all the Reserve Providers cannot exceed a threshold of 10 MW. Applications from participants for statistical observability will be approved on a "first come, first served" basis.

This option is part of an experimental framework which could be maintained or abandoned in the process of revising the Terms and Conditions following feedback. In the context of this feedback, RTE and the DSOs will be able to exchange metering data relevant to Consumption Sites or Generation Units. Should RTE abandon the experimentation, Reserve Providers which benefited from these provisions will not be entitled to claim any compensation.

## **17.7 Experimentation on the use of submetering**

Experimentation on the use of submetering for a Consumption Site or a Generation Site consists of transmitting telemetry data to RTE that do not cover the full perimeter of the Consumption Site or Generation Site, but rather only the process or processes from which the Frequency Ancillary Services are provided.

### **17.7.1 Use of submetering to verify the measurement of the provision of the service at the delivery point**

The Reserve Provider may use submetering, in the context of the experimentation described in this Article, for a Consumption or Generation Site in its Reserve Perimeter, when all of the following conditions are met:

- The Reserve Provider transmits to RTE both the submetered data and the telemetry data of the Site;
- RTE finds, on establishing the Qualification Certification in accordance with Article 5, that submetering improves the quality of the triplet estimation [P0, K, Pr] according to the methodology described in Article 14.2.1;
- The Reserve Provider must have provided the necessary data for RTE to conclude that the use of the measurement at the level of the Site does not allow a sufficiently accurate estimate of the triplets;
- The provision of Frequency Ancillary Services must be able to be determined by RTE using the measurement taken at the Consumption Site: despite its imprecision, an estimate of the triplets is still possible from the measurement taken at the Site;
- The telemetry device must be consistent with the provisions of Article 4.7 of RTE's Reference Technical Documentation. RTE can carry out checks on the telemetry device in order to verify it is consistent with the requirements listed in this Article;
- The Reserve Provider must provide RTE with a description of the processes of the entire Consumption Site, a description of the servo-control system implemented at each process from which Frequency Ancillary Services are provided, and a justification for the absence of counter-regulation (regulation to counteract the provision of Frequency Ancillary Services at the Site) and correlation with the other processes of the non-telemetered Sites.

These conditions may be subject to an annual periodic inspection by RTE.

RTE may withdraw the option of using submetering if one of the conditions described in this Article is no longer fulfilled. In this case this Notification is made in accordance with Article 4.3.2.

### **17.7.2 Use of submetering to communicate nominal telemetry data**

The Reserve Provider may use submetering to communicate nominal telemetry data.

If submetering is used to communicate nominal data, RTE requires a confirmation of the correct operation of the frequency control on the network during the certification procedure, with a justification of no counter regulation within the site. Additional data (metering data...) can be requested by RTE.

The Reserve Provider must comply with the following conditions:

- The telemetry device must be consistent with the provisions of Article 4.7 of RTE's Reference Technical Documentation. RTE can carry out checks on the telemetry device in order to verify it is consistent with the requirements listed in this Article;
- The Reserve Provider must provide RTE with a description of the processes of the entire Site, a description of the servo-control system implemented at each process from which Frequency Ancillary Services are provided, and a justification for the absence of counter-regulation (regulation to counteract the provision of Frequency Ancillary Services at the Site) and correlation with the other processes of the non-telemetered Sites

If there is no observability on the network, RTE reserves itself the right to not accept submetering.

## 17.8 Experiment on generation / consumption aggregation

The experiment is to allow the Reserve Provider to aggregate within the same Reserve Providing Group

- at least one or more generation units or generation facilities grouped within one or more SEs
- with at least one or more Consumption Sites grouped together within one or more Consumption SEs

An RPG of this type is considered within the meaning of the Frequency Ancillary Services Terms and Conditions to be a Consumption SE.

This type of aggregation is allowed under the following conditions:

- SEs are not subject to constructive capacity obligations relating to Frequency Containment Reserves and Automatic Frequency Restoration Reserves;
- The Consumption SEs are not composed exclusively of sites with a maximum capacity of Primary or Secondary Frequency control, upwards and downwards, of less than 250 kW;
- Generation facilities are not under purchase obligations;
- Aggregation increases the supply of Frequency Containment Reserve and/or Automatic Frequency Restoration Reserve by more than the sum of the values of Frequency Containment Reserve and/or Automatic Frequency Restoration Reserve supply of the SE or Consumption SE;
- The Reserve Provider is responsible for providing and preparing the RPG schedule;
- The relevant SEs and Consumption SEs comply with the scheduling rules (Article 7.3);
- The Reserve Provider provides the energy sharing keys by Site;
- The Reserve Provider defines the scheduling rules for the Frequency Ancillary Services for the SEs and Consumption SEs concerned;
- The performance and/or technical constraints of the SEs making up the RPGs must reflect the provision of SSY
- The Bid Usage Conditions of BEs made up of SEs belonging to RPGs must reflect the provision of ancillary services
- If a set of sites is part of a BE, they must be grouped under a Consumption SE;
- The control is done at the RPG level.

This experiment will be opened from a date G for the aggregation of a generation group or generation facility grouped together as SE with Consumption Sites grouped together as Consumption SE.

This option is part of an experimental framework which could be maintained or abandoned in the process of revising the Terms and Conditions following feedback. Should RTE abandon the experimentation, Reserve Providers which benefited from these provisions will not be entitled to claim any compensation.

## **17.9 Experiment with centralised frequency measurement**

This experiment consists of allowing the Reserve Provider to control the response of its Reserve Providing Group for Primary Frequency Control from a centralised frequency measurement. Frequency control is said to be centralised when the frequency control of at least one site is not activated from a local frequency measurement.

In the case of the use of a centralised frequency measure for the control of the Reserve Providing Group, this frequency measure must be consolidated. The frequency measurement is considered consolidated when 2 or more measurements are equal to the nearest resolution.

Centralised management should enable the detection of large-scale, separate networks. Two networks are considered to be separated if the difference between frequency measurements is greater than 100 MHz for 1 second.

The acquisition time of the frequency measurement used for the frequency control (consolidated frequency in the case of central control or local measurement in the case of local control) is less than or equal to 0.2s.

Any site with more than 1MW of primary control capacity shall have a local frequency measurement.

For Reserve Providing Group sites that provide a frequency control proportional to the frequency deviation, the frequency used shall be measured locally.

In the case of sites connected to the PDS, without local frequency measurement, once a volume of more than 1.5 MW of primary control capacity is reached in an administrative region, 3 frequency measurements are required in that region.

This option is part of an experimental framework which could be maintained or abandoned in the process of revising the Terms and Conditions following feedback. Should RTE abandon the experimentation, Reserve Providers who benefited from these provisions will not be entitled to claim any compensation.

### **17.9.1 Case of Decentralised Reserve Providing Groups**

When a Reserve Providing Group is a Decentralised Reserve Providing Group, the use of a centralised frequency measure is permitted under the following conditions:

- The frequency used to ensure frequency regulation must be derived from 3 frequency measurements in France over separate administrative regions;
- If separate networks are detected, only sites with local frequency measurement and performing a power variation proportional to a frequency deviation continue to participate in primary frequency control. The other sites stop regulation unless they can react according to the frequency of their administrative region and the information is reported to RTE;
- The frequency control of the Reserve Providing Group must be reported in real time to RTE at 10-second intervals
- Any Decentralised Reserve Providing Group is by the model without taking into account the control power (under Article 14.2)

### **17.9.2 Cases of Reserve Providing Groups that are not Decentralised Reserve Providing Groups**

If the Reserve Providing Group does not fall under the previous paragraph, the use of a centralised frequency measure is permitted under the following conditions:

- Each site connected to the HV-B network has a local frequency measurement.
- If separate networks are detected, only sites with local frequency measurement and performing a power variation proportional to a frequency deviation continue to participate in primary frequency control. The other sites stop regulation unless they can react according to the frequency of their administrative region and the information is reported to RTE;
- The Reserve Provider must inform RTE how local frequency measures are taken into account for the consolidation of the frequency used for central control and how this is handled in the case of separate networks;
- The Reserve Provider transmits to RTE the frequency control used for the RPG in real-time at 10s intervals.

### **17.10 Experimentation on the evolution of the composition of a Decentralised Reserve Providing Group**

When a Consumption type Reserve Providing Group is a Decentralised Reserve Providing Group, by way of exception to the above with respect to the withdrawal or addition of a Consumption Site from a Consumption type Reserve Providing Group, the following specific conditions apply:

If there is no change in the control system of the Reserve Providing Group and the type of technical entities controlled, the Reserve Providing Group may add or remove Sites from its Reserve Providing Group, without a further assessment of the Qualification being required by RTE, if the total number of Sites added and/or removed is less than 10% of the initial cumulative number of Sites. RTE will then examine on a case-by-case basis any recertification needs.

RTE may require an examination of the Qualification in accordance with Article 5 for each additional MW of reserve.

In the event of a change in the control arrangements of the Reserve Providing Group, the Reserve Provider shall obtain a new Qualification Certification in accordance with Article 5.

## **18. MARKET ACTIVITIES IN A STATE OF ELECTRICITY EMERGENCY AND NETWORK RESTORATION**

### **18.1 European regulatory framework**

The rules for the suspension and restoration of market activities in emergency state and for the reconstruction of the electricity network described in this Article are part of the regulatory framework defined by Regulation 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration (E&R). The terms described in this Article shall take into account the principles, objectives and requirements described in Articles 35 to 39 of the Network Code on Electricity Emergency and Restoration.

### **18.2 Suspension of market activities**

RTE may temporarily suspend, totally or partially, one or more relevant market activities, in accordance with Article 35, paragraphs 1 and 2, of the Network Code on Electricity Emergency and Restoration:

- The Scheduling system described in Article 3 of Section 1 of the MA-RE Terms and Conditions;
- the Balancing Mechanism described in Article 4 of Section 1 of the MA-RE Terms and Conditions;
- the Balance Responsible Party system described in Section 2 of the Terms and Conditions.

A TSO may temporarily suspend one or more of the above-mentioned market activities in the following cases:

- The Public Transmission System is in a blackout state, in accordance with Article 18 (4) of the SOGL Regulation;
- RTE has exhausted all options provided by the market while in an emergency state and where continuation of market activities would cause deterioration of one or more of the conditions defined in Article 18(3) of the SOGL Regulation; or
- the continuation of market activities would decrease significantly the effectiveness of the restoration process to the normal or alert state; or
- tools and communication means necessary for the TSOs to facilitate market activities are not available;
- any situation which would make it impossible for RTE to maintain the P=C balance.

### **18.3 Restoration of market activities**

#### **18.3.1 Restoration procedure**

RTE, in coordination with the neighbouring TSOs and NEMOs concerned, shall initiate the procedure for restoring suspended market activities when the situation which led to the suspension is finished and no other situation referred to in Article 18.2, applies.

RTE informs the Reserve Provider of when the calculation of Assessment is resumed according to the Frequency Ancillary Terms and Conditions, in accordance with Article 37 paragraph 1 of the network code on electricity emergency and restoration.

### **18.3.2 Report on the suspension and restoration of market activities**

No later than 30 Business Days after the restoration of market activities, in collaboration with other relevant TSOs if applicable, RTE:

- prepares a report containing a detailed explanation of the reasons, implementation and impact of the suspension of market activities and a reference to compliance with the rules for the suspension and recovery of market activities;
- submits it to the competent regulatory authority in accordance with Article 37 of Directive 2009/72/EC of 13 July 2009 concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC (hereinafter referred to as "Directive 2009/72");
- makes it available to the Balance Responsible Parties, balancing service providers, rank 1 DSOs, NEMOs and TSOs concerned, pursuant to Article 38 (paragraph 2) of the Network Code on Electricity Emergency and Restoration.

### **18.4 Communication procedure**

The communication procedure provides that RTE shall inform the following Parties:

- the CRE
- the Balance Responsible Parties
- the Scheduling Agents
- the Reserve Providers
- the Balancing Service Providers
- the Demand Response Aggregators
- the NEMOS
- Rank 1 DSOs

The communication procedure includes at least the following steps:

- the information from RTE of the suspension of market activities;
- the information from RTE that the transmission system is restored to the normal or alert state;
- the information from RTE giving the best estimate of the date and time of the restoration of market activities;
- the confirmation of the restoration of market activities.

All information and updates made by RTE are issued by email and published on the RTE Website. The contact information of the Parties to which this information is to be addressed shall be specified in the Participation Agreement or any other contact information Notified by one Party to the other Party. The contact information of the DSO concerned is specified in Annex 9 the MA-RE Terms and Conditions

## **18.5 Financial settlement in case of suspension of market activities**

The terms of financial settlement between stakeholders for the period of suspension of market activities are established according to the following procedure:

- RTE draws up a draft financial settlement between the stakeholders for the suspension period in accordance with the principles mentioned below;
- For the purpose of preparing the draft financial settlement, RTE involves all stakeholders throughout the development of the proposal;
- RTE submits the new project to the CRE;
- the CRE approves the financial settlement between stakeholders for the period of suspension of market activities;

The rules on settlement in the event of suspension of market activities guarantee the following principles:

- financial neutrality of RTE;
- non- financial penalty of the Parties for carrying out the actions requested by RTE during the period of suspension of market activities.



**19. ANNEXES**



## Annexe 1. FREQUENCY ANCILLARY SERVICES TERMS AND CONDITIONS PARTICIPATION AGREEMENT

No. Participant

BETWEEN

\_\_\_\_\_ [full name], company \_\_\_\_\_ [legal form], with share capital of \_\_\_\_\_ euros, with its head office located at \_\_\_\_\_ [full address], registered on the Trade and Companies Register of \_\_\_\_\_ [town] under number \_\_\_\_\_ [SIRET No.], and with Intra-community VAT ID number: \_\_\_\_\_, represented by Ms/Mr \_\_\_\_\_ [enter the name and position of the signatory], duly authorised for this purpose,

hereinafter referred to as the "Participant"

OF THE FIRST PART,

*AND*

RTE electricity transmission network, public limited company with a board of directors and a supervisory board with a capital of 2 132 285 690 euros, registered with the Register of Commerce and Companies of Nanterre under no. 444 619 258, with head office at Immeuble WINDOW - 7C, Place du Dôme 92073 Paris la Défense CEDEX, represented by [.....], as [.....], duly authorised for this purpose, with an address in [.....], hereinafter referred to as "RTE"

OF THE SECOND PART,

or by default, hereinafter referred to individually as a "Party", or jointly as the "Parties",

the following has been decided and agreed upon:

### Foreword

The Participant wishes to or must adhere to the Frequency Ancillary Services Terms and Conditions. For this purpose, the Parties have decided and agreed upon the following:

### Definitions

All words or phrases used in this Participation Agreement and which begin with upper case letters have the meanings attributed to them in Article 2.

### Subject:

Article **Erreur ! Source du renvoi introuvable.** specifies the different types of participation possible. The Participant participates (only one possible choice):

- In frequency control;
- As a Supplier

The Participant declares that it is fully aware of the Frequency Ancillary Services Terms and Conditions, which may be freely consulted on the RTE website: <http://www.rte-france.com>.



It declares that it accepts these Terms and Conditions, and undertakes to comply with all of their provisions.

The Participant acknowledges having read and understood the specific provisions of the RTE Reference Technical Documentation the Terms and Conditions refer to.

### **Contractual documents binding the parties**

The contractual documents binding the Parties are as follows:

- This Participation Agreement and the contractual documents listed below.

Contractual documents to provide in all cases:

- Frequency Ancillary Services Terms and Conditions
- IS Terms and Conditions
- The information specifying the contacts(Annexe 3)

Document to provide for connection and for the use of RTE telecontrol IS:

- Certification of compliance with the security requirements imposed on RTE customers for connection and use of the telecontrol system

Contract documents to provide for participation in frequency control:

- The Reserve Perimeter (Annexe 4)
- The filled in customer questionnaire (Annexe 14) together with the information requested in accordance with Article **Erreur ! Source du renvoi introuvable.**

Contractual document to provide in the event of the provision of one or several Bank Guarantees:

- First demand bank guarantee model (Annexe 7)

Contractual piece to provide for direct debit payment:

- Direct debit authorisation (Annexe 2)

### **Delegation of authority to sign for the other Annexes:**

The signatories of this Participation Agreement delegate their authority to sign to the persons designated below for all Annexes apart from the Participation Agreement:

For the Participant: \_\_\_\_\_

For RTE: \_\_\_\_\_

### **Declaring generation schedules for calculations of Reserve Obligations**

This Article applies only to Reserve Providers with generation type Reserve Providing Groups qualified for symmetric participation in their Reserve Perimeter.



For the transmission of generation schedules concerning the calculation of indicative Reserve Obligations in accordance with Article **Erreur ! Source du renvoi introuvable.**, the Participant chooses to transmit (only one possible choice):

- A Time Series per generation it expects to achieve from the Reserve Providing Groups Qualified to participate symmetrically to each Frequency Control (this is the only option which allows the Reserve Provider to declare its temporary incapacities); or
- Its total generation Time Series

The following option is reserved for eligible Participants for the temporary incapacity clauses, in accordance with Article **Erreur ! Source du renvoi introuvable.**

- The Participant is eligible for the temporary incapacity clauses and opts for the transmission to RTE at 16:30 on D-1 of two generation Time Series it expects to achieve from the Reserve Providing Groups Qualified for each Reserve Type, in which the Participant may take into account the temporary incapacities.

### Terms of payment

The Participant opts for (only one possible choice):

- Direct debit. It sends RTE a duly completed and signed direct debit authorisation, in accordance with the model in Annexe 2; or
- Payment by bank transfer.

### Billing addresses

The billing address of RTE is:

*RTE*  
*Agence Comptable IDF*  
*Traitement LADSERVICES*  
*91982 EVRY CEDEX 9*

The billing address of the Participant is:

Each Party shall Notify the other Party of any change of billing address. This change takes effect on the 1st of the Month following the Notification.



**Bank details**

Bank details of Participant:

Bank details of RTE:

Collection account:	
Bank Code	30003
Agency Code	04170
Account	00020122549
Key	73

**Entry into force, duration and termination of the Participation Agreement**

This Participation Agreement is effective as of / / .

This agreement is signed for an indeterminate period.

It may only be terminated under the conditions laid down in the Frequency Ancillary Services Terms and Conditions.

Drawn up in two original copies,

For RTE:

For the Participant:

In.....,

In.....,

On \_\_\_/\_\_\_/\_\_\_

On \_\_\_/\_\_\_/\_\_\_

Name and position of representative:

Name and position of representative:

Signature:

Signature:



## Annexe 2. SEPA DIRECT DEBIT MANDATE

The “SEPA Direct Debit Mandate” is the official document which replaces the direct debit authorisation across Europe.

By signing this mandate, you authorise:

- RTE to send instructions to your bank to debit your account; and
- your bank to debit your account in accordance with RTE’s instructions.

The following must be included with the mandate: bank account details statement (RIB), postal identity statement (RIP) or savings bank account details (RICE). No payments from savings accounts are permitted.

<b>ICS (Identifiant créancier SEPA) :</b>  FR33ZZZ503913	<b>NOM et ADRESSE DU CREANCIER</b> RTE Réseau de transport d’électricité TOUR INITIALE TSA 41000 1 TER BELLINI 92919 PARIS LA DEFENSE
<b>NOM et ADRESSE DU PAYEUR</b>	
Raison sociale : .....	
Adresse : .....	
Code postal : .....	Ville : ..... Pays : .....
<b>Coordonnées bancaires du compte à débiter :</b>	
IBAN (International Bank Account Number) :	<input type="text"/>
BIC (Bank Identifier Code) :	<input type="text"/>
<b>NOM et ADRESSE de facturation (si différent de l’autre ci-dessus)</b>	
Raison sociale : .....	
Adresse : .....	
Code postal : .....	Ville : ..... Pays : .....
<b>Référence unique du mandat (réservé aux services RTE) :</b>	<b>Type de paiement</b> Récurent

We remind you that you have the right to be reimbursed by your bank in accordance with the conditions described in the agreement you signed with it. The reimbursement application must be presented within 8 weeks following the date of debit on your account for an authorised debit.

Your rights regarding this SEPA Direct Debit Mandate are explained in a document that you can obtain from your bank. For further information, go to [www.rte-france.com](http://www.rte-france.com).

Your unique reference number of the mandate will be sent to you by mail before the first debit.

Signed in ..... On ..... / ..... / 20.....

Signature



### Annexe 3. **CORRESPONDENTS**

Any Notification from one Party to another under the Frequency Ancillary Services Terms and Conditions will be addressed to the contacts designated below:

For the Participant

Contact:

Address:

Phone:

Fax:

Email:

For RTE:

Contact:

Address:

Phone:

Fax:

Email:

#### TECHNICAL CONTACTS FOR THE PARTICIPANT:

Contact for sending data, dispute and invoice:

Contacts	
Postal address for data	
Phone	
Fax	
Email	

Contact for managing the frequency perimeter or Managing the Reserve providing Unit:

Contacts	
----------	--



Postal address for data	
Phone	
Fax	
Email	

Operational contact (nominal mode and backup mode):

Contacts	
Address	
Phone	
Fax	
Email	

Contact for verifying frequency performances:

Contacts	
Postal address for data	
Phone	
Fax	
Email	

Contact for contracting through call for tenders:

Contacts	
Address	
Phone	
Fax	
Email	

TECHNICAL CONTACTS FOR RTE:



Contact for receipt of the data, disputes and invoicing:

Contacts	
Postal address for disputes	
Phone	
Fax	
Email	

Contact for managing the frequency perimeter:

Contacts	
Postal address for data	
Phone	
Fax	
Email	

Operational contact:

Contacts	
Address	
Phone	
Fax	
Email	

Contact for verifying frequency performances:

Contacts	
Postal address for data	
Phone	



Fax	
Email	

Contact for contracting through call for tenders:

Contacts	
Address	
Phone	
Fax	
Email	



Drawn up in two original copies,

For RTE:

In.....,

On \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and position of representative:

Signature:

For the Participant:

In.....,

On \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and position of representative:

Signature:

Annexe 4. **LIST OF RESERVE PROVIDING GROUPS PARTICIPATING IN PRIMARY FREQUENCY CONTROL AND SECONDARY FREQUENCY CONTROL**

	Name of main Generation Unit or Consumption Site
	Name of RPG
	SE/Consumption SE making up the RPG (in case of aggregate)
	Type of RPG: generation or consumption
	Qualified for Primary Frequency Control (1) H / B / D / N
	Qualified for Secondary Frequency Control (1) H / B / D / N
	Servo-controlled regulator (power: P, at the start: O, dynamic Gain: D)
	Primary Frequency Control Gain (MW/Hz) (positive) (2)
	Gain of the variable RPG for the calculation of control power (yes/no) (4)
	Dynamic gain (if yes no value)
	Constructive Capacities: PCmax (one upward value and one downward value) (6)
	Constructive Capacities: SFCmax (one upward value and one downward value) (6)
	PFCmax Market Capacity (one upward value and one downward value) (6)
	Market Capacity: SFCmax (one upward value and one downward value) (6)
	If suitable for SFC: FAT or Ramp (s) certified maximum, default ramp (300s or 400s) Upward and Downward
	Max reserve (one upward value and one downward value) (6)
	Transient-voltage-suppression diode (5)
	Insensitivity range of the controller
	Max duration of Primary Frequency Control alone by providing PCmax (nil or duration)
	Max duration of Secondary Frequency Control alone by providing SCmax (nil or duration)
	Max duration of simultaneous frequency control by providing PCmax + SCmax (nil or duration)
	Exemptions (3)
	SE/Consumption SE making up the RPG (in the case of an aggregate) and SE/Consumption SE with SSY scheduling for the RPG

(1) S for symmetric only, H for upward only, B for downward only, and D for both upward and downward participation with different values, and N for non participation in this type of frequency control

(2) Generation Units for which regulation is based on servo-control at the start. The value given corresponds to the average Gain. The minimum Gain used to calculate the deviation of criterion F3 must be specified in the exemption column. In the case of Asymmetric participation, the 2 gains must be entered. It is possible to have an upward gain which is different from the downward, in this case write both values starting with the Upward.



(3) In particular, this column must specify the Generation Unit family in terms of the dynamic response of the Secondary Frequency Control (for Generation Units Qualified for this frequency control) If  $T_{eq} > 60s$  (family 1): family 2 if  $T_{eq} \leq 100s$ ; family 3 for Reserve Providing Groups equipped with backfeeding protection or to isolated power networks and whose dynamic performances are degraded by these frequency control operations, in accordance with Article 14.2.3.2. Do not enter info in the case of dynamic Gain. This column must include active power constraints if derating occurs.

(4) For RPG composed of several Generation Units, the Gain may be declared as a variable for the calculation of Frequency Containment Reserve energy, in accordance with Article 13.1. The variability of Gain is not linked to the servo-controlled opening of Generation Units, but to the fact that all Generation Units making up the RPG are not necessarily started and in Primary Frequency Control when the RPG is scheduled in Primary Frequency Control. Do not enter info in the case of dynamic Gain.

(5) Specify where appropriate the type and /or frequency control and/or the field of operation.

(6) Fill in both for the RPG and for the Consumption Sites and Generation Units.



Drawn up in two original copies,

For RTE:

In.....,

On \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and position of representative:

Signature:

For the Participant:

In.....,

On \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and position of representative:

Signature:

**Annexe 5. MODEL CONNECTION AGREEMENT BETWEEN A BALANCE RESPONSIBLE PARTY AND THE RESERVE PROVIDER IN VIEW OF PARTICIPATING IN FREQUENCY ANCILLARY SERVICES FOR ONE OR MORE GENERATION UNIT(S)**

BETWEEN

XXXXX [full name], company [legal form], with share capital of [amount of capital, with its head office located at \_\_\_\_\_ [full address], registered on the Trade and Companies Register of \_\_\_\_\_ [town] under number \_\_\_\_\_ [SIRET No.],

As a Balance Responsible Party, holder of a Participation Agreement [number of the Agreement] signed with RTE on [date],

represented by [Mrs/Mr] [name and position of the signatory], duly authorised for this purpose,

OF THE FIRST PART,

AND

YYYYY [full name], company [legal form], with share capital of [amount of capital, with its head office located at \_\_\_\_\_ [full address], registered on the Trade and Companies Register of \_\_\_\_\_ [town] under number \_\_\_\_\_ [SIRET No.],

As a Reserve Provider, holder of a Participation Agreement [number of the Agreement] signed with RTE on [date],

represented by [Mrs/Mr] [name and position of the signatory], duly authorised for this purpose,

OF THE SECOND PART,

or by default, hereinafter referred to individually as a "Party", or jointly as the "Parties",

the following has been decided and agreed upon:

All words or phrases used in this Agreement and which begin with upper case letters have the meanings attributed to them in Article 2 of the Terms and Conditions.

The Generation Units [list of groups] connected to the network(s) of the GR ZZZZZ, connected to the Balance Perimeter of XXXXX, is/are included in the Reserve Perimeter of YYYYY as a Generation Unit making up the generation type RPG [name of RPG], and this from [date].

The control power activated in accordance with Article 13 of the Terms and Conditions from the Generation Units listed is taken into account in the calculation of the Imbalance in the Balance Perimeter of XXXXX, in accordance with section 2 of the MA-RE Terms and Conditions. This taking into account is effective as of the signature date of this Agreement and concerns the RPG [name of RPG].

This Agreement is signed and valid for an indefinite period of time.

The Parties may at any time terminate this Agreement, subject to a notice period of 2 months. The termination is Notified by the requesting Party to the other Party, to RTE and to the DSO(s) to which the Consumption Site(s) are connected. The termination shall take effect at the expiry of the 2 month period from the date of Notification.



Drawn up in two original copies,

in \_\_\_\_\_, on \_\_\_\_/\_\_\_\_/\_\_\_\_.

For XXXXX:

Name and position of representative:

For YYYYY:

Name and position of representative:

Signature:

Signature:



**Annexe 6. STATEMENT FROM THE ELECTRICITY SUPPLIER OF THE CONSUMPTION SITES IN CART, CARD AND METERING DATA SERVICE CONTRACT WITH THE SYSTEM OPERATOR**

[full name], company [legal form], with share capital of [amount of share capital] euros, with its head office located at [full address], registered on the Trade and Companies Register of [name of town] under number [SIRET No.], with Intra-community VAT ID number [intra-community VAT no.], represented by [Ms./Mr.] [name and position of the signatory], duly authorised for this purpose,

hereinafter referred to as "the Consumption Site",

has decided and agreed on the following:

**Definitions**

All words or phrases used in this declaration and which begin with upper case letters have the meanings attributed to them in Article 2 of Section 1 of the Terms and Conditions.

**Subject:**

In accordance with Article 4.2.4.1.2, any DSO may require a Consumption Site with a CARD or Metering Data Service Contract, connected to its Network and participating in Frequency Ancillary Services to give the name of its Electricity Supplier.

The Consumption Site [name, address and metering code], for which [full name] is the holder:

[select the appropriate]

- of a CARD No. [CARD No.] with the DSO on [date] with power supplied by Electricity Supplier [full name].
- a Metering Data Service Contract No. [Metering Data Service Contract No.] with the DSO on [date] with power supplied by Electricity Supplier [Full Name].

**Period of validity**

This Electricity Supplier declaration is signed for an indeterminate period.

It may be terminated at any time by the Consumption Site, following the conditions laid down in Article 4.2.4.1.2.

Drawn up in two original copies,

in \_\_\_\_\_, on \_\_\_\_/\_\_\_\_/\_\_\_\_.

**For the Consumption Site:**

Name and position of representative:

Signature:



## Annexe 7. FIRST DEMAND BANK GUARANTEE MODEL

[ ]<sup>8</sup> a company [ ]<sup>9</sup>, with headquarters located [ ], represented by [ ]<sup>10</sup> (the "Guarantor") hereby undertakes, irrevocably and unconditionally, on behalf and for account of [ ]<sup>11</sup>, company [ ]<sup>12</sup> (registration number [ ]) (the "Originator") to pay RTE Electricity transmission network, limited liability company with a board of directors and a supervisory board with a share capital in the amount of 2.132.285.690 euros, registered with the trade and companies register of Nanterre under number 444 619 258, with headquarters located at Immeuble WINDOW - 7C, Place du Dôme 92073 La Défense, (the "Beneficiary"), independently of the validity and legal effects of the contract or Participation Agreement as [ ]<sup>13</sup> n° [ ]<sup>14</sup> signed by the Originator (the "Agreement"), on first request, in accordance with the terms and conditions below and without raising exceptions or objections, resulting from the Agreement, any amount up to a maximum limit of: [ ]<sup>15</sup> euros, interest, expenses and incidentals included (the "Guaranteed Amount").

This first demand bank guarantee falls within the meaning of article 2321 of the French Civil Code.

Modification or removal of factual or legal relations or links that may exist as of this day between the Guarantor and the Originator, shall not discharge us from the present guarantee.

All of the provisions of this present agreement will retain their full effect regardless of changes in the financial and legal status of the Originator.

This first demand bank guarantee may be called upon from .././20 up to /.../ 20.... included (the "Maturity Date").

The payment request must reach us by registered mail with return receipt requested (the "Bank Guarantee Request Letter") no later than the maturity date. Any Bank Guarantee requested before the Maturity Date shall be paid by the Guarantor in accordance with the provisions of the "Bank Guarantee Request Letter").

If a request is not made by the Maturity Date, the present first demand Bank Guarantee shall cease to be valid on the Maturity Date.

---

<sup>8</sup> Company name of the banking establishment or insurance company issuing the Bank Guarantee

<sup>9</sup> Law applicable within the territory of the Guarantor's headquarters.

<sup>10</sup> Name of the authorized representative of the Guarantor

<sup>11</sup> Company name of the Participant

<sup>12</sup> Law applicable on the territory of the Originator's headquarters.

<sup>13</sup> As Participant (Demand Response Operator, Balancing Service Provider, Reserve Provider, Supplier or Balance Responsible Party)

<sup>14</sup> Number and effective date of the Participation Agreement

<sup>15</sup> First demand Bank Guarantee amount



The Guarantor undertakes by the present to carry out the payment of the Guaranteed Amount within ten (10) working days following receipt of the Bank Guarantee Request Letter. The Guarantor shall make this payment in accordance with the instructions contained in the Bank Guarantee Request Letter.

The reasonable and duly justified costs relating to this Guarantee, including the fees, interest, taxes and expenses of any nature incurred from the implementation of the Guarantee will be borne by the Originator or Guarantor.

The present guarantee is governed by French law. The *Tribunal de Commerce de Paris* (commercial court) has jurisdiction for the interpretation and execution of the present guarantee.

Signed in ....., on .././201..

Signature of Guarantor,

[specify company name, represented by (name, professional title)]

**Send to the following address: Service Commercial Saint-Denis, 22 boulevard Finot, 93200 Saint-Denis**



**Annexe 8. MODEL LETTER OF INVOCATION OF A FIRST DEMAND BANK GUARANTEE BANK GUARANTEE**

Registered mail with return receipt

[ ]<sup>16</sup>

[ ]<sup>17</sup>

On [ ]<sup>18</sup>

Subject: Your first demand Bank Guarantee

Dear Sir or Madam,

We refer to the Bank Guarantee that your banking establishment has issued in our favour on [ ]<sup>19</sup> (the "Guarantee").

All terms beginning with a capital letter have the meanings attributed to them within the terms of the Guarantee.

In accordance with your commitment as Guarantor, we request that you pay us, on our account no. [ ]<sup>20</sup> open in the [ ]<sup>21</sup>books, the sum of [ ]<sup>22</sup> euros.

We remind you that under the terms of the Bank Guarantee issued on [ ]<sup>23</sup>, this payment must reach us within ten (10) Working Days following receipt of this Bank Guarantee Request Letter.

In addition, we inform you that to this Day, the Originator [ ]<sup>24</sup> has not respected the terms of its Frequency Ancillary Services Terms and Conditions Participation Agreement no. [ ]<sup>25</sup>.

[ ]<sup>26</sup>

[ ]<sup>27</sup>

---

<sup>16</sup> Business name of the banking establishment that issued the first demand Bank Guarantee.  
<sup>17</sup> Address of the banking establishment having issued the first demand Bank Guarantee.  
<sup>18</sup> Date the Letter Invoking the Bank Guarantee was sent.  
<sup>19</sup> Date of issuance of first demand Bank Guarantee .  
<sup>20</sup> Enter the bank account number of RTE.  
<sup>21</sup> Enter the name and address of the bank with which the above account is held  
<sup>22</sup> Amount called on  
<sup>23</sup> Date of issuance of first demand Bank Guarantee.  
<sup>24</sup> Company name of the participant  
<sup>25</sup> Reference of the participation agreement  
<sup>26</sup> Full name and title of signatory  
<sup>27</sup> Signature



## Annexe 9. POSSESSORY PLEDGE CONTRACT

BETWEEN

[full name], company [legal form], with share capital of [amount of share capital] euros, with its head office located at [full address], registered on the Trade and Companies Register of [name of town] under number [SIRET No.], with Intra-community VAT ID number [intra-community VAT no.], represented by [Ms/Mr] [name and position of the signatory], duly authorised for this purpose,

hereinafter referred to as the "Reserve Provider"

**OF THE FIRST PART,**

AND

RTE electricity transmission network, public limited company with a board of directors and a supervisory board with a capital of 2 132 285 690 euros, registered with the Register of Commerce and Companies of Nanterre under no. 444 619 258, with head office located at Immeuble WINDOW - 7C, Place du Dôme 92073 Paris la Défense CEDEX, represented by [Ms./Mr.] [full name], Marketing Director, duly authorised for this purpose,

hereinafter referred to as "RTE"

**OF THE SECOND PART,**

or by default, hereinafter referred to individually as a "Party", or jointly as the "Parties",

the following has been decided and agreed upon:

### **Constitution of cash collateral**

The aim of this Contract is to organise the constitution and procedure for the cash deposit the Reserve Provider gives RTE in the context of providing Frequency Ancillary Services Terms and Conditions, and which constitutes cash collateral subject to articles 2333 and onwards of the French Civil Code applicable to the pledge of tangible personal property.

The Responsible of the Reserve remits RTE the sum of **YYYY € [write the amount in words and in figures]**, to guarantee payment of the sums due by the Reserve Provider and corresponding to its outstanding amounts under the Frequency Ancillary Services Terms and Conditions in accordance with Article **Erreur ! Source du renvoi introuvable..**



In application of Article 2341 paragraph 1 of the French Civil Code, the Reserve Provider deposits the sum, by transfer, on the following bank account, opened specifically by RTE to collect any sum deposited as cash collateral. The Reserve Provider must notify RTE by email of the execution date of the bank transfer.

### **Bank details of the cash deposits account of RTE Electricity Transmission System:**

BNP Paribas

Centre d’Affaires Paris Agence Centrale Entreprises

1 Boulevard Haussmann

75009 Paris France

BIC-Swift code: *BNPAFRPPXXX*

Collection account: 00012288889	
IBAN	FR 76 3000 4008 2800 0122 8888 976
Payment account: 00012288889	
IBAN	FR 76 3000 4008 2800 0122 8888 976

The title of the bank transfer corresponding to the payment of the cash deposit on the collection account of RTE, as defined above, must follow the following format: A sequence of twelve (12) characters in the form RP\_YMMM\_XXXX with YMMM corresponding to the month and the year of signature of the Participation Agreement and XXXX corresponding to 4 characters identifying the Reserve Provider.

### **Posting cash collateral**

At any time during the validity of this Contract, and after RTE has sent official notice to pay the sums due under Article 16 of the Terms and Conditions, the sum corresponding to the amount of debt not yet paid by the Reserve Provider is automatically transferred into the account of RTE, which then has ownership.

The sums invoked by RTE are deducted from the amount of the present Contract. This cash collateral Contract is executed up until its end date.

### **Return of cash collateral**



On expiry of this Contract, the sum pledged as collateral or, if the pledge is posted, the remaining sum, is returned to the Reserve Provider no later than the tenth Business Day of Month M following the date of expiry of this cash collateral Contract, to the collection account of the Reserve Provider defined in Annexe 1 the Frequency Ancillary Services Terms and Conditions.

**Entry into force and duration of the Contract**

This cash collateral Contract enters into force from the date of receipt of the amount of cash collateral on the bank account of RTE and this, for a period of ninety (90) calendar days.

Drawn up in two original copies, on .../.../201....

For RTE:

For the Reserve Provider

Name and position of representative:

Name and position of representative:

in.....

in.....

Commercial Director

.....

On .../.../201..

On .../.../201..

Signature:

Signature:



**Annexe 10. JOINT DECLARATION OF THE RESERVE PROVIDER AND THE ELECTRICITY SUPPLIER FOR CONSUMPTION SITES USING THE CONTRACTUAL MODEL**

BETWEEN

XXXX [full name], company [legal form], with share capital of [amount of share capital] euros, with its head office located at [full address], registered on the Trade and Companies Register of [name of town] under number [SIRET No.], with Intra-community VAT ID number [intra-community VAT no.],

as the Electricity Supplier and authorized to purchase electricity for resale within the meaning of Decree 2004-388 dated April 30, 2004

represented by [Mrs/Mr] [name and position of the signatory], duly authorised for this purpose,

OF THE FIRST PART

AND

YYYY [full name], company [legal form], with share capital of \_\_\_\_ euros, with its head office located at \_\_\_\_\_ [full address], registered on the Trade and Companies Register of \_\_\_\_ [town] under number \_\_\_\_ [SIRET No.],

as the Reserve Provider, holder of a Participation Agreement signed with the RTE on [date],

represented by Ms./Mr. \_\_\_\_\_, duly authorised for this purpose,

OF THE SECOND PART,

or by default, hereinafter referred to individually as a "Party", or jointly as the "Parties",

the following has been decided and agreed upon:

All words or phrases used in this declaration which begin with upper case letters are defined in Article 2 of the Terms and Conditions.

XXXX and YYYY have agreed to apply the contractual model as defined in Article 13.2.2.3.3 of the Terms and Conditions for Consumption Sites connected to a consumption type RPG and listed below:

- \_\_\_\_\_
- \_\_\_\_\_

The reference used above is:

- the delivery point number for Consumption Sites in the field of low voltage up to 36 kVA included, or
- the reference metering point number or delivery point number for Consumption Sites above 36 kVA, or
- the Distribution System Access Contract or CARD when the Consumption Site has a contract entered into directly with the Distribution System Operator;



This declaration is signed for an indeterminate period.

- Subject to a 2-month notice, either Party or the Parties jointly shall Notify RTE of: any changes to the terms of this statement. The update will be taken into account on the first day of the month M+3 if a new signed declaration is transmitted before the end of month M.
- the arrival of the term or the termination, for any reason whatsoever, of the agreement binding them for the application of the contractual model subject to this declaration.

If the Notification is addressed by one Party, it is addressed to the other Party.

In any case, the Notification shall be addressed to the System Operators to which the Consumption Sites are connected.

Drawn up in two original copies,

in \_\_\_\_\_, on \_\_\_\_/\_\_\_\_/\_\_\_\_

**For XXXXX:**

Name and position of representative:

Signature:

**For YYYYY:**

Name and position of representative:

Signature:



**Annexe 11. AGREEMENT FOR THE EXCHANGE OF CONTACT INFORMATION  
BETWEEN A DISTRIBUTION SYSTEM OPERATOR AND RTE  
BETWEEN**

[full name], company [legal form], with share capital of [amount of share capital] euros, with its head office located at [full address], registered on the Trade and Companies Register of [name of town] under number [SIRET No.], with Intra-community VAT ID number [intra-community VAT no.], represented by [Ms./Mr.] [name and position of the signatory], duly authorised for this purpose,

hereinafter referred to as the “Distribution System Operator”

OF THE FIRST PART,

AND

RTE electricity transmission network, public limited company with a board of directors and a supervisory board with a capital of 2 132 285 690 euros, registered with the Register of Commerce and Companies of Nanterre under no. 444 619 258, with head office located at Immeuble WINDOW - 7C, Place du Dôme 92073 Paris la Défense CEDEX, represented by Ms./Mr. [name and position of the signatory],

Hereinafter referred to as "RTE"

OF THE SECOND PART,

or by default, hereinafter referred to individually as a "Party", or jointly as the "Parties",

the following has been decided and agreed upon:

### **Definitions**

All words or phrases used in this agreement and which begin with upper case letters have the meanings attributed to them in Article 2 of the Terms and Conditions.

### **Subject:**

In accordance with the Terms and Conditions, the Distribution System Operators and RTE are obliged to transmit various information or data.

The purpose of this agreement is to transmit contact details between the Distribution System Operator and RTE, required for sharing such information or data.

### **Correspondence**

Any Notification from one Party to another under the Terms and Conditions will be addressed to the contacts designated below:

For the Distribution System Operator

Contact: [name and position of the contact]



Address: [full address]

Phone: [phone no.]

Fax: [fax no.]

Email: [email address]

For RTE:

Contact: [name and position of the contact]

Address: [full address]

Phone: [phone no.]

Fax: [fax no.]

Email: [email address]

**Information exchange**

The procedure for exchanging information between the Distribution System Operators and RTE are described in the IS Terms and Conditions.

**Period of validity**

This agreement is signed for an indeterminate period.

It can only be terminated under the conditions laid down in the Terms and Conditions.

Drawn up in two original copies,

**For the Distribution System Operator:**

Signed in \_\_\_\_\_ ,

on \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and position of representative:

Signature:

**For RTE:**

Signed in \_\_\_\_\_ ,

on \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and position of representative:

Signature:





## Annexe 12. **AUTOMATIC INVOICING MANDATE TO RTE** BETWEEN

XXXX [full name], company [legal form], with share capital of [amount of share capital] Euros, with its head office located at [full address], registered on the Trade and Companies Register of [name of town] under number [SIRET No.] with Intra-community VAT ID number [intra-community VAT no.] and the EIC code is [EIC] represented by [Ms/Mr] [name and function of signatory], duly authorised for this purpose,

Hereinafter referred to as the "counterparty"

OF THE FIRST PART,

AND

RTE electricity transmission network, public limited company with a board of directors and a supervisory board with a capital of 2 132 285 690 euros, registered with the Register of Commerce and Companies of Nanterre under no. 444 619 258, with head office located at Immeuble WINDOW - 7C, Place du Dôme 92073 Paris la Défense CEDEX, represented by [name and position of the signatory],

hereinafter referred to as "RTE"

OF THE SECOND PART,

or by default, hereinafter referred to individually as a "Party", or jointly as the "Parties",

the following has been decided and agreed upon:

### **Definitions**

All words or phrases used in this Annex and which begin with upper case letters have the meanings attributed to them in Article 2 of the Terms and Conditions.

### **Subject:**

The counterparty gives RTE, who accepts, the express mandate, free of charge, to issue and manage, on behalf of the Electricity Supplier, any payment invoices provided for in Article **Erreur ! Source du renvoi introuvable.** of the Terms and Conditions.

### **RTE's commitment**

RTE makes a commitment to the counterparty that it will invoice the financial flows associated with the Consumption Sites under the conditions laid down in Article **Erreur ! Source du renvoi introuvable.** of the Terms and Conditions.

RTE undertakes to do everything it can to ensure that invoices are raised in accordance with the legislative and regulatory standards in force, in particular those relating to the compulsory wording to be used on the invoices. RTE will therefore make any changes or modifications required as a result of changes to these standards.



Lastly, RTE will send the counterparty a status report summarising the amounts invoiced in accordance with Article **Erreur ! Source du renvoi introuvable.** of the Terms and Conditions.

### **Invoicing conditions**

Invoicing will be done by RTE in accordance with Article **Erreur ! Source du renvoi introuvable.** of the Rules.

### **Liability**

The counterparty shall remain expressly responsible for its legal obligations with regard to invoicing, in particular provision of information relating to its identification. To this end the counterparty undertakes to notify RTE of any changes to this information by way of an update to this mandate.

### **Period of validity**

This agreement is signed for an indeterminate period.

**Mandate read and approved,**

**For the counterparty:**

Signed in \_\_\_\_\_ ,

On \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and position of representative:

Signature:

**Mandate accepted,**

**For RTE:**

Signed in \_\_\_\_\_ ,

On \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and position of representative:

Signature:



### Annexe 13. MODELS OF FILES CONCERNING FAILURES AND UNAVAILABILITY FOR LONGER THAN 60 DAYS

FILE RELATING TO MONITORING A FAILURE	
<b>TITLE:</b> 2 POSSIBLE CHOICES: NOTIFICATION BY RTE OF A FAILURE OR RECEIPT CONFIRMATION BY RTE OF A FAILURE	
URSE:	
FILE No.: 10	Scheduling Agent or Reserve Provider:
Index: 3	Group code or RPG code: ABCDET 1
	SA RP file number:
Date of declaration:	
Date of Notification:	
File opened on:	File generated on:
<b>Description of the performance deviation or failure:</b>  Frequency control concerned: <i>Choice between RPF, RPFH, RPFB, RSFP, RSFPH, RSFPB, RegUQ, RST/RSPF, CS</i> What the deviation concerns: <i>choice between U1, U4, U5, U6, F2, F3, F4, F5, F6, fault TM</i> Supply limitation at Delivery Point in-MVAR: Absorption limitation at Delivery Point in-MVAR:  Start date of deviation: <i>12/04/05</i> Share of frequency control unavailable 1 in %: Date of amendment 1: <i>23/08/05</i> Share of frequency control unavailable 2 in %: Date of amendment 2: <i>15/09/2005</i> Share of frequency control unavailable 3 in %:  Description of the deviation: technical aspect and contractual aspect  <i>Limitation to 110-MVar for 300 expected-MVar</i> <i>From 23/08/05 limitation to 150-MVar for 300 expected-MVar</i>	



From 15/09/2005 limitation to 250-MVar for 300 expected-MVar

Start of the observation period:

End of the observation period:

Impact on remuneration: *yes/no*

Writer:

Position:

Date:

**APPROVAL BY THE SCHEDULING AGENT OR RESERVE PROVIDER**

(default approval if no reply within one month of the date of the Notification)

Approval: *yes/no*

Grounds for refusal:

RTE responsible party:

Position:

Date:

**DEVIATION RESOLUTION PROPOSAL BY THE SCHEDULING AGENT OR RESERVE PROVIDER**

Forecast Compliance Date:

(90 Days by default if no reply from the Scheduling Agent or Reserve Provider within one month of the date of the Notification)

The Compliance requires halting operations of the group: *yes/no*

Comments:

SA or RP:

Position:

Date:





**APPROVAL OF THE PROPOSAL BY RTE**

Default approval if no reply within one month of the date of the Notification of the Forecast Compliance Date

Approval: *yes/no*

Grounds for refusal:

RTE responsible party:            Position:                            Date:

**FORECAST COMPLIANCE DATE CHANGED BY THE SCHEDULING AGENT OR RESERVE PROVIDER (TECHNICAL NECESSITY)**

Sent by the Scheduling Agent or Reserve Provider at the latest 15 Days before the date initially set

Modified Forecast Compliance Date:

The Compliance requires halting operations of the group: *yes/no*

Justification:

SA or RP:                                    Position:                                    Date:

**CHANGING THE FORECAST COMPLIANCE DATE FOLLOWING POSTPONEMENT OF A TRIAL BY RTE**

Forecast Compliance Date after postponement:

Comments:

Deferred test:

SA or RP or RTE depending on the case:                                    Position:                                    Date:





## COMPLIANCE

Contractual Compliance Date (1):

Comments:

Responsible party (2):

Position:

Date:

(1): Actual date of Compliance with the exception of two specific cases. First case: the forecast date is postponed due to postponement of the test at RTE's request and the group is brought to Compliance on the forecast date after the postponement: the contractual date of Compliance is the forecast date (before the postponement). Second case: the SA or RP requests the removal of the group on application of the serious incident clause: the contractual date of Compliance is the date of removal of the group from the Annexes to the Terms and Conditions.

(2) SA, RP or RTE depending on the case

## CLOSURE OF FILE BY RTE

RTE responsible party:

Position:

Date:

**ALERT FILE****(ABNORMAL PERFORMANCE IN TERMS OF FREQUENCY ANCILLARY SERVICES)**

URSE:

FILE No.: 10

Scheduling Agent or Reserve Provider

Index: 3

Group code or RPG code: ABCDET 1

Date of the alert:

File opened on:

File generated on:

**DESCRIPTION OF THE PERFORMANCE DEVIATION OR FAILURE**

Frequency control concerned: *Choice between RPF, RPFH, RPFB, RSFP, RSFPH, RSFPB, RegUQ, RST/RSPF, CS, telemetry*

What is the deviation related to: *Choice between U1,U4,U5,U6,F2,F3,F4,F5,F6*

U1/U4 limitation in supply: *yes/no*

U1/U4 limitation in absorption: *yes/no*

Start date of deviation: *12/04/2005*

Description of the deviation:

*Limitation to 290-MVar for 300 expected-MVar*

Start of the observation period:

End of the observation period:

**This deviation has no impact on the remuneration**



Writer:

Position:

Date:



**FOLLOW-UP FROM OPERATOR**

Potential Compliance Date:

The compliance requires halting operations of the group:

Comments:

Responsible RP or RR:

Position:

Date:

**CLOSURE OF FILE BY RTE**

RTE responsible party:

Position:

Date:



Writer:

Position:

Date:

**SCHEDULING AGENT REMARKS**

SA or RP:

Position:

Date:

**CLOSURE OF FILE BY RTE**

RTE responsible party:

Position:

Date:



#### Annexe 14. **CUSTOMER QUESTIONNAIRE TEMPLATE (KYC QUESTIONNAIRE TO BE COMPLETED UNDER THE RTE SITE)**

The Reserve Provider has a right of access and rectification of the personal data transmitted in responding to this questionnaire. To this end, the Reserve Provider contacts its RTE account manager whose contact details are listed in Annexe 2.

<b>1. GENERAL INFORMATION</b>		
1.1	Name of the company:	
1.2	Head office address:	
1.3	EAN code / intra-community VAT number:	
1.4	Name of the legal representatives:	
1.5	Phone (standard):	
1.6	Website:	
1.7	Status of the company:	



1.8	Creation date:	
1.9	Place and registration number of the company:	
1.10	Corporate purpose stated:	
1.11	Number of employees:	
1.12	Share capital:	
1.13	Balance sheet total of the company	
1.14	Who are the principal shareholders?	Provide a list of shareholders directly or indirectly holding more than 10% of the company (companies, shareholders, physical persons)



1.15	Information on the evolution of the shareholder structure and equity over the past 3 years:	
1.16	Mandatory certification of the accounts according to the legislation in force	<input type="checkbox"/> no  <input type="checkbox"/> yes
1.17	Company in charge of the certification of accounts	Specify the name and coordinates of the certification body
1.18	Name and bank details of the Reserve Provider:	

2. ACTIVITIES		
2.1	Principal activities of the company:	<input type="checkbox"/> Financial activities or insurance  <input type="checkbox"/> Industrial activities  <input type="checkbox"/> Commercial activities and trading  <input type="checkbox"/> Local community or public body  <input type="checkbox"/> Energy consumer  <input type="checkbox"/> Other (please specify): ...
2.2	Detailed description of activities:	
2.3	Experience on the electricity market	Number of years:  Provide a detailed description of the experience:
2.4	How the company is organized?	Describe the structures dedicated to the activity of the market (organization, number of people, computer tools used, etc.)

2.5	Is it a member of one or several professional associations?	<input type="checkbox"/> no  <input type="checkbox"/> yes  If yes, please specify:
2.6	Description of the activity on the French market	Stock market: <input type="checkbox"/> yes <input type="checkbox"/> no  Over-the-counter (OTC): <input type="checkbox"/> yes <input type="checkbox"/> no  Interconnections: <input type="checkbox"/> yes <input type="checkbox"/> no If yes, specify on which borders  Balancing Mechanism: <input type="checkbox"/> yes <input type="checkbox"/> no  Other: to specify...

2.7	Is it active on other energy markets, commodity or financial?	<input type="checkbox"/> no  <input type="checkbox"/> yes  If yes, please specify which ones and in which countries:
2.8	Does it hold another Balance Responsible Party contract in France ?	<input type="checkbox"/> no  <input type="checkbox"/> yes
2.9	Does it supply frequency containment reserves or automatic frequency restoration reserves in another country?	<input type="checkbox"/> no  <input type="checkbox"/> yes  If yes, specify which and since when:

2.10	Description of the type of clientele and if possible provide names:	
2.11	Description of the different types of assets of provision of reserve:	



3. MOTIVATIONS		
3.1	Reasons why the company wishes to access the Reserve Provider system:	
3.2	Estimate of the overall activity on the French market of frequency containment reserves and automatic frequency restoration reserves	Provide an estimate:

I declare that all answers provided in this questionnaire are accurate and that none of the required information has been omitted.

I accept to reply to any additional questions from RTE at a later time.

Signed in ...

On .././20..

Name and signature of the legal representative of the company (\*):



(\*): Provide proof of power of representation of the company (e.g.: Kbis extract (company ID)) and a copy of an official document attesting to the identity of the legal representative of the company (examples: passport, national identity card, etc.).



**Annexe 15. TEMPLATE FOR FREQUENCY CONTAINMENT RESERVE  
CERTIFICATION FOR AN RPG AGGREGATE OR STORAGE UNIT TYPE ALONE**

**Annexe 16. CERTIFICATION TEMPLATE FOR SECONDARY FREQUENCY CONTROL  
IN 5 MIN. (300 SEC)**



Annexe 17. **STATEMENT OF MANDATE BETWEEN A DSO AND A THIRD PARTY**

BETWEEN

**[full name]**, company **[legal form]**, with share capital of **[amount of share capital]** euros, with its head office located at **[full address]**, registered on the Trade and Companies Register of **[town]** under number **[SIRET No.]**, with EIC code **[EIC code]** and with Intra-community VAT ID number **[Intra-community VAT ID number]**, represented by **[Ms/Mr]** **[name and position of the signatory]**, duly authorised for this purpose,

Hereafter referred to as the "DSO"

**OF THE FIRST PART,**

AND

**[full name]**, company **[legal form]**, with share capital of **[amount of share capital]** euros, with its head office located at **[full address]**, registered on the Trade and Companies Register of **[town]** under number **[SIRET No.]**, with EIC code **[EIC code]** and with Intra-community VAT ID number **[Intra-community VAT ID number]**, represented by **[Ms/Mr]** **[name and position of the signatory]**, duly authorised for this purpose,

hereafter referred to as the "Agent"

**OF THE SECOND PART,**

the following has been decided and agreed upon:

The DSO entrusts the Agent, by mandate, with all or part of the data exchanges needed to implement the paragraph 3.5.3.1 and 4.3.1.3.2 of these Terms and Conditions, as of [give date], the date that the mandate becomes effective. This mandate, which includes data exchanges concerning periods prior to the date that the mandate takes effect, concerns:

- transmission of perimeter data to RTE as provided for in Articles 3.5.3.1 and 4.3.1.3.2 of the Terms and Conditions;

[select as appropriate]

The DSO authorises the Agent to consult the DSO's data via RTE's publication service.

The Agent designates the following contact for the data exchanges:

Contact	
Address	



Phone	
Fax	
Email	

*N.B.: the contact designated above is also the recipient of the alert messages and any messages from RTE's Information System.*

The effective date is the date deriving from the mandate signed between the Agent and the DSO, namely **[date]**.

If the mandate between the DSO and the Agent is cancelled, the DSO undertakes to inform RTE by Notification as well as sending it the details of new contacts for the data exchanges

Drawn up in two original copies, at ....., on .../.../20....

For **XXXXX** :

Name and position of representative:

Signature:

For **YYYYY** :

Name and position of representative:

Signature: