



Le réseau  
de transport  
d'électricité

# Manual frequency restoration reserve and replacement reserve terms and conditions

Version in force on 1 January 2022

***The following translation is not binding***

The authentic language for interpretation or execution of the Manual Frequency Restoration Reserve and Replacement Reserve Terms and Conditions is French

**Note: The mathematical formulas are kept in French**

**So in the document:**

- **Abbreviation RR (Reserve Rapide) in French corresponds to mFRR (manual Frequency Restoration Reserve) and the abbreviation RC (Reserve Complémentaire) in French corresponds to RR (Replacement Reserve);**
- **the abbreviation LE in French corresponds to Commitment List and EDA corresponds to BE (Balancing Entity)**



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## FOREWORD

Article L.321-11 of the French Energy Code provides that:

*"The national transmission system operator monitors availability and implementation of the reserves required for operating the grid. [...]"*

Thus, within the framework laid down by the French Energy Code and the mission of maintaining the reliable operation of the power grid, RTE contracts the provision of power reserves with market players with generation or demand response capacities to maintain this reliability. These capacities must have specific dynamic characteristics, including short mobilisation lead times, to counteract incidents occurring in real time that may affect the balance of power flows on the grid.

By establishing the above-mentioned power reserves, RTE (across mainland France) must be able to comply with the requirements of Commission Regulation (EU) 2017/1485 establishing a guideline on electricity transmission system operation (hereinafter "SOGL") which provides that:

- after an incident, the transmission system operator must be able to restore the power exchanges of its control area in under fifteen (15) minutes;
- that the dimensioning of reserves available in under fifteen (15 ) minutes is done based on the evaluation of the largest possible generation incident. In the case of RTE, the dimensioning incident considered is the loss of the biggest generation unit that can be connected to the grid.

In addition, RTE establishes the reserves which allow it to restore the automatic frequency restoration reserve within thirty (30) minutes.

In order to address short-term incidents, RTE must therefore have a sufficient volume of reserves at all times able to cover two (2) occurrences of an incident every day, equivalent to the largest possible generation incident due to:

- a manual frequency restoration reserve volume that can be dispatched in less than fifteen (15) minutes and for 2 hours;
- a replacement reserve volume that can be activated in less than thirty (30) minutes and for 1.5 hours.

To meet this need, RTE procures reserves according to the terms described in Article 3. Article 3.2 states that the dimensioning method for defining the volume of these reserves is detailed in Annex 2 of the Block Agreement.

These manual frequency restoration and replacement reserve terms and conditions specify the technical, legal and financial conditions under which the Participant guarantees RTE the provision of power on the Balancing Mechanism, by Submitting Bids with Qualified BEs, and subject to technical conditions specified in these terms and conditions.

The procedures for the provision of the contracted capacities are described in Article 4 and the procedures for activation of these capacities by RTE are described in Article 5.



## DEFINITIONS

All words or phrases used in these manual frequency restoration and replacement reserve Terms and Conditions ("mFRR-RR Terms and Conditions") that begin with a capital letter have the meanings attributed to them below, or, otherwise, the meaning given in the Terms and Conditions relating to Scheduling, the Balancing Mechanism and Recovery of Balancing Charges or in the Frequency Ancillary Services Terms and Conditions in their latest respective versions in force.

In the event of a difference between the definitions given below and those provided for in Terms and Conditions relating to Scheduling, the Balancing Mechanism and Recovery of Balancing Charges, the mFRR-RR Terms and Conditions shall prevail.

<b>mFRR-RR Participation Agreement</b>	means the contract concluded between RTE and a Participant in the mFRR-RR Terms and Conditions, in accordance with the model in Annexe 1, by which the latter agrees to adhere to the mFRR-RR Terms and Conditions to participate in the Manual Frequency Restoration Reserve and Replacement Reserve mechanism.
<b>Participation Agreement in the Balancing Mechanism</b>	means the contract or protocol concluded between RTE and a Participant in accordance with the MA-RE Terms and Conditions, whereby the latter agrees to adhere to the MA-RE Terms and Conditions in order to qualify as a Balancing Service Provider.
<b>Frequency Ancillary Services Terms and Conditions Participation Agreement</b>	means the contract between RTE and a Participant in accordance with the Frequency Ancillary Services Terms and Conditions, whereby the Participant agrees to adhere to the Frequency Ancillary Services Terms and Conditions in order to participate in frequency control or as a supplier, as defined in the Frequency Ancillary Services Terms and Conditions.
<b>Block Agreement</b>	means the load-frequency control block operational agreement. It includes the conditions and methodologies listed in paragraph 1, Article 119 of the SOGL.
<b>Balancing Service Provider</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Qualification</b>	refers to the technical qualification of a BE for mFRR and RR that certifies the BE's ability to meet the technical specifications specified in Article <b>Erreur ! Source du renvoi introuvable.</b> of the mFRR-RR Terms and Conditions.
<b>Incident</b>	Means a period of time requiring activation by RTE of the capacity(ies) committed in manual Frequency Restoration Reserve or Replacement Reserve necessary to retain the normal state of the power system as defined by Commission Regulation (EU) 2017/1485 establishing a guideline on electricity transmission system operation ("System Operation Guideline") (hereinafter "SOGL").
<b>Technical Incident</b>	has the meaning stated in Article 8.2.7 of the mFRR-RR Terms and Conditions



<b>CAM</b>	Market Access Commission, a sub-group of the Power Transmission System Users' Committee (CURTE).
<b>Candidate</b>	designates the legal entity wishing to apply for an annual, day-ahead and/or additional call for tenders for manual Frequency Restoration and Replacement Reserves.
<b>Reserved Capacity</b>	means the sum of the Participant's Commitments.
<b>Bid Usage Conditions</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Upstream D-1 Framework Agreement</b>	the contract defining the technical, financial and legal arrangements for the agreements which may be concluded between RTE and the Participant upstream of D-1 with the aim of avoiding congestion on the Public Transmission System.
<b>Demand Response Contract</b>	the contract signed between RTE and a winner of a call for tenders on the development of electricity load reduction capacities pursuant to Article L. 271-4 of the French Energy Code.
<b>Interruptibility Contract</b>	the contract concluded under Article L. 321-19 of the French Energy Code between RTE and a Site directly connected to the Public Transmission System.
<b>CRE</b>	French Energy Regulatory Commission ( <i>Commission de régulation de l'énergie</i> )
<b>Date of effect</b>	means the date specified in the header of these mFRR-RR Terms and Conditions.
<b>Date E</b>	Has the meaning stated in Article 2.4 of these mFRR-RR Terms and Conditions.
<b>Failure</b>	means any breach of contractual obligations as provided for in Article 8 of these mFRR-RR Terms and Conditions and giving rise to the payment of penalties and " <b>Failed/At Fault</b> " means the action or omission of the Participant giving rise to a Failure.
<b>Mobilisation Lead Time or DMO</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Neutralisation Lead Time between Activations or DNA</b>	Designates the time period declared by the Balancing Service Provider that is the minimum time between the Deactivation Time of a balancing operation and the Activation Time of the next balancing operation.
<b>Request for Qualification</b>	has the meaning stated in Article 6.3.2



<b>Applicant</b>	the Balancing Service Provider who has Notified RTE of a Request for Qualification.
<b>TAO Technical system</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>DMO<sub>E,i</sub></b>	the Mobilisation Lead Time corresponding to the Commitment Type i.
<b>DO<sub>max</sub></b>	means the duration of time, expressed in minutes and at a resolution of five (5) minutes, after which an Activated Bid must be Deactivated.
<b>DO<sub>max,E,i</sub></b>	Means the maximum usage time for an activation of the Reserved Capacity relating to Commitment Type i.
<b>DO<sub>min</sub></b>	means the duration of time, expressed in minutes and at a resolution of five (5) minutes, during which an Activated Bid cannot be Deactivated.
<b>DO<sub>min,E,i</sub></b>	is the minimum usage time for an activation of the Reserved Capacity relative to Commitment Type i.
<b>Balancing Energy Imbalance</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Reserve Exchange</b>	has the meaning stated in Article 2.5 of the mFRR-RR Terms and Conditions.
<b>Failure of a BE Qualification or BE Qualification-related Failure</b>	has the meaning given in Article 6.5
<b>BE</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Qualified BE</b>	Refers to any BE mentioned in Annexe 3.
<b>Commitments</b>	refers to the set of capacities that the Participant commits to make available to RTE on the Balancing Mechanism through Qualified BEs, including Initial Commitments, to which Additional Commitments are added and Withdrawn Commitments and Terminated Commitments are removed.
<b>Initial Commitments</b>	refers to the capacities that the Participant initially undertakes to make available to RTE on the Balancing Mechanism via Qualified BEs contracted with RTE following an annual or day-ahead call for tenders.
<b>Withdrawn Commitments</b>	means all or part of the Initial Commitments assigned by the Assignor Participant in the context of a Reserve Exchange approved by RTE, the Withdrawn Commitments being defined specifically by the dates of availability, powers, activation periods and mobilisation lead times.
<b>Terminated Commitments</b>	means the capacities withdrawn from the Initial Commitments resulting from the annual tender in accordance with Article 2.4 or following termination of the Commitments in accordance with Article 1.3.



<b>Additional Commitments</b>	means all or part of the Commitments assigned by the Purchaser Participant in the context of a Reserve Exchange approved by RTE, the Additional Commitments being defined specifically by the dates of availability, powers, activation periods and mobilisation lead times.
<b>Reserve Providing Group (RPG)</b>	has the meaning stated in the Frequency Ancillary Services Terms and Conditions.
<b>Force Majeure Event</b>	has the meaning stated in Article 1.6 of these mFRR-RR Terms and Conditions.
<b>Gradient</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Hour or H</b>	means the hours corresponding to Paris time and a duration of (60) minutes.
<b>System Access Deadline</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Activation Time</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Balancing Start time</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Deactivation Time</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Balancing End Time</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Day or Day D (J in the formula)</b>	designates the calendar day lasting twenty-four (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.
<b>Business Day</b>	means any one of the days of the week, with the exception of Saturday, Sunday and public and bank holidays as defined in Article L. 3133- 1 of the French Labour Code.
<b>List of Commitments</b>	the list transmitted by the Participant to RTE, consisting of Qualified BEs for participation in mFRR or RR and which the Participant commits for day D in order to meet its Commitments, specifying for each Commitment, the BEs and the technical characteristics of the power Time Series offered per BE.
<b>NB_ALEAS</b>	refers to the parameter corresponding to the Commitment of the BE to cover one (1) or two (2) Incidents.
<b>NB_BLOCS</b>	refers to the parameter corresponding to the Commitment in duration of an activation for the BE as mentioned in the Commitment List by the Participant, (i) for each BE and (ii) for each Type i Commitment  NB_BLOCS can be 1, 2, 3 or 4 and corresponds to:  $\frac{\text{Commitment in duration of an activation for the BE}}{30 \text{ minutes}}$
<b>Notification</b>	has the meaning stated in Article 1.11.



<b>Reserve Exchange Notification or NER</b>	Means the Notification to RTE of a Reserve Exchange such that a Commitment must be deducted (i) from the Initial Commitments of one Participant (hereinafter the " <b>Assignor Participant</b> ") and (ii) added to the Additional Commitments of another Participant (hereinafter the " <b>Purchaser Participant</b> ")
<b>Observability</b>	has the meaning attributed in Annexe 6 of these mFRR-RR Terms and Conditions and "Observable" means a BE whose Observability is available to RTE.
<b>Bid</b>	has the meaning assigned to it in the MA-RE Terms and Conditions and the terms "Submitted", "Activated" and "Deactivated" have the meaning provided for therein.
<b>Upward Bid</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Specific Balancing Bid or Specific Bid</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Explicit Specific Balancing Bid or Explicit Specific Bid</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Implicit Specific Balancing Bid or Implicit Specific Bid</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Standard Manual Frequency Restoration Reserve Bid or Standard Bid</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Order</b>	a message transmitted by RTE to the Order Receiver designated by the Balancing Service Provider according to the terms defined in the MA-RE Terms and Conditions.
<b>Balancing Order</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Participant</b>	a signatory to the mFRR-RR Participation Agreement that has entered into the said agreement with RTE.
<b>Purchaser Participant</b>	has the meaning assigned to it in the definition of the term "Reserve Exchange Notification".
<b>Assignor Participant</b>	has the meaning assigned to it in the definition of the term "Reserve Exchange Notification".
<b>Party</b>	means the Participant or RTE individually, collectively the " <b>Parties</b> ".
<b>Half-Hourly Interval</b>	means a period of thirty (30) consecutive minutes, the first of each Day starting at 0:00m00s.



<b>P<sub>E,i</sub></b>	means the minimum power that the Participant undertakes to make available on the Balancing Mechanism under its Commitments and corresponding to the Type of Commitment i. For each Availability Period, this power is specified in Annex 9 or in the NER.
<b>Qualified Perimeter of a BE</b>	refers to the set of Sites that have contributed to obtaining the Qualification of the BE and described in Annexe 3 of these mFRR-RR Terms and Conditions. The Qualified Perimeter of a BE is a subset of the perimeter of that BE.
<b>Balancing Perimeter</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Exclusion Period</b>	refers to the period during which an Qualified BE can no longer be proposed in a Commitment List to meet a Commitment.
<b>Availability Period</b>	means one or more time periods for the provision of Capacities covering Initial Commitments (as specified in Annex 9) or Additional Commitments (as specified in the NER).
<b>Control Period</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Price Segment</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Fixed Premium</b>	refers to the amount corresponding to the contracted power multiplied by the marginal price of each Commitment Type i, or where applicable by the Participant's bid price in accordance with Articles 3.4.7 and 3.5.7.3 and the tender regulation of the additional bids
<b>Reference Spot Price</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Final Dispatch Schedule</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Theoretical Final Dispatch Schedule</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Order Receiver</b>	has the meaning stated in the MA-RE Terms and Conditions.
<b>Redeclaration</b>	has the meaning assigned to it in the MA-RE Terms and Conditions and the word "Accepted" will have the meaning established therein.
<b>Tender Regulation</b>	has the meaning stated in Article 3.4.1 of these mFRR-RR Terms and Conditions.
<b>SOGL (guideline)</b>	has the meaning stated in the foreword.
<b>NEBEF Terms and Conditions</b>	refers to the Terms and Conditions for Demand Response Participation in Energy Markets available on the RTE website.



**Terms and Conditions relating to Scheduling, the Balancing Mechanism and Recovery of Balancing Charges or MA-RE Terms and Conditions**

refers to the Terms and Conditions relating to Scheduling, the Balancing Mechanism and Recovery of Balancing Charges in their latest version in force, as published on the RTE website (<https://www.services-rte.com/fr/home.html>).

**Manual frequency restoration and replacement reserve terms and conditions or mFRR-RR Terms and Conditions**

refers to these manual frequency restoration and replacement reserve Terms and Conditions, available on the RTE website (<https://www.services-rte.com/fr/home.html>).

**Frequency Ancillary Services Terms and Conditions**

refers to the Frequency Ancillary Services Terms and Conditions, in their latest version in force, as published on the RTE website (<http://clients.rte-france.com>).

**Public Distribution System**

has the meaning stated in the MA-RE Terms and Conditions.

**Public Transmission System**

has the meaning stated in the MA-RE Terms and Conditions.

**Replacement Reserve or RR**

means the capacity (or BE) with a Mobilisation Lead Time of less than or equal to thirty (30) minutes and for which the  $DO_{max}$  is eighty (90) minutes.

**Manual Frequency Restoration Reserve or mFRR**

means the capacity (or the BE) with a Mobilisation Lead Time of less than or equal to thirteen (13) minutes and a  $DO_{max}$  of one hundred and twenty (120) minutes.

**Frequency Ancillary Services**

has the meaning stated in the Frequency Ancillary Services Terms and Conditions

**Site**

has the meaning stated in the MA-RE Terms and Conditions.

**Submission of Bids**

has the meaning stated in the MA-RE Terms and Conditions in the definition of the term "Bid".

**Commitment Type i or Type of Commitment i**

refers to a Type of Commitment characterised by the Mobilisation Lead Time and the quantity of energy per Number of Incidents to be made available to RTE via Qualified BEs.

The Commitment Types are represented by five (5) digits NNYYY where NN is the Mobilisation Lead Time (in minutes) and YYY is the maximum guaranteed activation time per Number of Incidents (in minutes). The two possible Commitment Types are 13120 and 30090.



For the Commitment Types *i* for which the Participant has committed to offer a  $DO_{\min}$  of fifteen (15) minutes or less, the letter *C* is added at the end of Commitment Type *i* as follows: 13120C; 30090C.

**User**

has the meaning stated in the MA-RE Terms and Conditions.



## 1 GENERAL PROVISIONS

### 1.1 Scope of the mFRR-RR Terms and Conditions and entry into force

The mFRR-RR Terms and Conditions detail the conditions for participation in the provision of manual Frequency Restoration Reserve and Replacement Reserve.

These mFRR-RR Terms and Conditions come into force from the Date of Effect and are applicable for Commitments starting at the earliest on 1 January 2022.

### 1.2 Contract conditions

#### 1.2.1 Principles

The mFRR-RR Terms and Conditions are applicable to Participants and to RTE.

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

#### 1.2.2 Types of contracting

Contracting can take place through calls for tenders:

- annual;
- day-ahead.

#### 1.2.3 Prerequisites

To participate in the provision of manual Frequency Restoration Reserve and Replacement Reserve, a market participant must first become a Balancing Service Provider and provide a copy of the first page of the Balancing Mechanism Participation Agreement.

##### *1.2.3.1 For market participants established in France*

The market participant must also provide the elements listed below:

an extract of the entry in the trade and companies register (K bis form print out), or an Identification Card justifying the entry in the register of trades (original or copy) of less than three (3) months or a receipt of the declaration submission at a business start-up centre for legal or natural persons in the process of registration. An update of this document may be requested once (1) per year by RTE.

##### *1.2.3.2 For market participants established outside France*

The market participant must also provide the elements listed below:

a document from the authorities holding the professional register or an equivalent document certifying such registration or, for companies being created, a document of less than 3 months from the authority authorised to receive the entry in the professional register and attesting to the application for registration in the said register. An update of this document may be requested once per year by RTE;

a document stating identity and address or, if applicable, the contact information of its temporary tax representative in France.



#### 1.2.4 Contracting process

Any participant wishing to participate in the mFRR-RR Terms and Conditions Notifies a duly completed and signed Participation Agreement to RTE, in accordance with the model in Annexe 1, as a Participant in the mFRR-RR Terms and Conditions.

This Notification must be accompanied by the elements mentioned in Article 1.2.3. It shall take effect on the date set out in this Article subject to RTE's signature.

If a market participant holds a mFRR-RR Participation Agreement that was terminated pursuant to the provisions of Article 1.3.2 and 1.3.3, 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, and obtained confirmation from RTE that the situation has been remedied permanently.

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.

### 1.3 Termination of the mFRR-RR Participation Agreement

#### 1.3.1 On the initiative of the Participant

##### *1.3.1.1 If the Participant is not under any Commitment*

If the Participant does not hold any Commitment, the Participant may terminate its mFRR-RR Participation Agreement at any time by sending a Notification to RTE by registered letter with acknowledgement of receipt. The termination takes effect after a maximum of ten (10) Business Days from the date of receipt, or earlier, on agreement between the Parties.

##### *1.3.1.2 If the Participant is under a Commitment*

The Participant may terminate the mFRR-RR Participation Agreement if:

- under Article 8 of these mFRR-RR Terms and Conditions, the Participant is liable for a penalty amount exceeding 140% of the Fixed Premium for the current year referred to in Article 3 of Annexe 9, not including the Additional Commitments provided for in Article 2.5; and
- it provides proof to RTE in writing of its long-term and justified technical inability to perform a significant part of the Commitments or one of the contractual obligations defined in the mFRR-RR Terms and Conditions.

Notwithstanding the provisions of Article 1.11, the termination of the mFRR-RR Participation Agreement shall be Notified to RTE by the Participant by registered mail with acknowledgement of receipt.

The termination of the mFRR-RR Participation Agreement, if accepted by RTE, takes effect from the receipt of the Notification by RTE within fifteen (15) Business Days.

During this period, all the terms of the mFRR-RR Participation Agreement remain applicable.



In the event of termination by the Participant under this Article, a penalty equal to 5% of the current year Fixed Premium not yet paid shall be due by the Participant to RTE.

The termination of the mFRR-RR Participation Agreement will result in the termination of the monthly payment of the Fixed Premium. When the termination takes place during a calendar month, the termination shall give rise to the calculation of the monthly amount of the Fixed Premium, on the basis of the marginal prices of the periods concerned in the current month and the commitments up to the date of termination (not included), in order to determine the sum due by RTE to the Participant under the mFRR-RR Terms and Conditions.

The Participant shall remain liable for all penalties payable to RTE pursuant to Article 8 of these mFRR-RR Terms and Conditions until the effective date of termination of the mFRR-RR Participation Agreement.

### 1.3.2 Termination without cause

The mFRR-RR Participation Agreement may be terminated as of right and without compensation (except for any penalties payable to RTE pursuant to Article 8 of these mFRR-RR Terms and Conditions as mentioned in this Article) in the following cases:

- a) in the event of a Force Majeure Event of a duration greater than thirty (30) consecutive days;
- b) in the event of the Participant's cessation of activity;
- c) in the event the Participant loses the Balancing Service Provider status;
- d) in the event a change is made to the MA-RE Terms and Conditions, or to the mFRR-RR Terms and Conditions in accordance with Article 1.4 of these mFRR-RR Terms and Conditions, where the Participant sends justification, in writing, of a subsequent change in the financial conditions of the mFRR-RR Terms and Conditions resulting from this amendment to the MA-RE Terms and Conditions or mFRR-RR Terms and Conditions, making it financially impossible to abide by, subject to acceptance by RTE of the said justifications.

In cases (a) and (b) mentioned above, termination is effected by sending a registered letter to the other Party with acknowledgement of receipt. Termination shall take effect on the date this letter is received.

In case (c), termination is effected by Notification to the other Party by registered letter with acknowledgement of receipt where the termination date of the mFRR-RR Participation Agreement is that, if applicable, of the termination of the Balancing Mechanism Participation Agreement.

In case (d), the Participant Notifies RTE of its request for termination, duly justified, by registered letter with acknowledgement of receipt. If RTE accepts the justifications, RTE Notifies the Participant of the termination of the mFRR-RR Participation Agreement by sending a registered letter with acknowledgement of receipt. The termination of the mFRR-RR Participation Agreement takes effect, from the date of receipt by the Participant of the said letter, at the earliest within fifteen (15) Business Days.

During this period, all the terms of the mFRR-RR Participation Agreement remain applicable.



The termination of the mFRR-RR Participation Agreement, for all cases a), b), c) and d), will result in the termination of the monthly payment of the Fixed Premium. When the termination takes place during a calendar month, the termination shall give rise to the calculation of the monthly amount of the Fixed Premium, on the basis of the marginal prices of the periods concerned in the current month and the commitments up to the date of termination (not included), in order to determine the sum due by RTE to the Participant under the mFRR-RR Participation Agreement.

Notwithstanding the above, the Participant shall remain liable, where relevant, for all penalties payable to RTE pursuant to Article 8 until the effective date of termination of the mFRR-RR Participation Agreement.

### **1.3.3 Termination for breach**

The mFRR-RR Participation Agreement may be terminated as of right in the following cases:

- a) in the event of non-payment by the Participant of any sum due to RTE after a period of thirty (30) days from the receipt of an unheeded official payment notice;
- b) in the event of a repeat failure of one of the Parties to meet its contractual obligations by the expiry of a period of ten (10) Business Days from the date of receipt of an unheeded official notice;
- c) In the event of cumulative Failure, greater than 3% (in duration) for a Type of Commitment i over a rolling year.

When one of the above cases occurs, RTE Notifies the Participant with a formal notice to terminate the situation described in the Notification, and within a time limit mentioned in the Notification of the formal notice.

If RTE finds that the situation has not been resolved within the period mentioned in the formal notice, then the termination of the mFRR-RR Participation Agreement is effected by sending a registered letter with acknowledgement of receipt to the other Party. Termination shall take effect on the date this letter is received.

In the event of termination for breach, a penalty equal to 10% of the Fixed Premium not yet paid is due by the Participant to RTE.

The termination of the mFRR-RR Participation Agreement will result in the termination of the monthly payment of the Fixed Premium. When the termination takes place during a calendar month, the termination gives rise to the calculation of the monthly amount of the Fixed Premium, on the basis of the marginal prices of the periods concerned in the current month and the commitments up to the date of termination (not included), in order to determine the sum due by RTE to the Participant under these mFRR-RR Terms and Conditions.

Notwithstanding the above, the Participant shall remain liable, where relevant, for all penalties payable to RTE pursuant to Article 8 until the effective date of termination of the mFRR-RR Participation Agreement.

## **1.4 Set of rules for revising the mFRR-RR Terms and Conditions**

When new legislative or regulatory texts come into force with regards to these mFRR-RR Terms and Conditions, RTE undertakes, as necessary, to revise the mFRR-RR Terms and Conditions to bring them into line with the new provisions in force.



The mFRR-RR Terms and Conditions including its Annexes are revised according to the following procedure:

- In accordance with Article 4(1) of Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing, RTE establishes a draft revision of these mFRR-RR Terms and Conditions on its own initiative or at the request of one or several members of the Market Access Commission (CAM) or one or several Participants;
- for the purpose of preparing the draft mFRR-RR Terms and Conditions, RTE involves all stakeholders throughout the development of the project, taking into account their opinions;
- RTE Notifies the draft revision of these mFRR-RR Terms and Conditions to the members of the CAM and the Participants;
- within a period specified in this Notification, not less than 1 calendar (1) month, the members of the CAM may Notify their observations or counter-proposals to RTE;
- following the period of one (1) month mentioned above, RTE develops a new draft revision of these mFRR-RR Terms and Conditions and Notifies the CAM members and Participants, taking into account, where relevant, the observations and counter-proposals of the CAM members and Participants, it being specified that RTE may refuse to take them into account provided it justifies this;
- RTE sends the draft revision to the CRE, along with the results of the consultation, and justifies whether or not the observations or counter-proposals received during the consultation phase are taken into account;
- The CRE, pursuant to Article 5.4(c) of Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing, approves the draft revision of the mFRR-RR Terms and Conditions under the "*Terms and Conditions on Balancing*" and;
- within a period of fifteen (15) Business Days from the date of the approval decision of the CRE, RTE:
  - o establishes the final revised version of the mFRR-RR Terms and Conditions,
  - o publishes the final revised version of the mFRR-RR Terms and Conditions as well as the date of its entry into force on the RTE website, and
  - o Notifies each Participant by electronic mail with acknowledgement of receipt, or, if the Participant requests it, by registered letter with return receipt requested, the provision of the final revised version of the mFRR-RR Terms and Conditions on the RTE website, as well as the date of its entry into force.

The revision of the mFRR-RR Terms and Conditions and the Annexes has no impact on the validity of the mFRR-RR Participation Agreement signed by the Participant which continues to produce its effects and implies acceptance of the changes made in the revised mFRR-RR Terms and Conditions published on the RTE website, without prejudice to the Participant's right to terminate its mFRR-RR Terms and Conditions in accordance with Article 1.3.1 of these mFRR-RR Terms and Conditions

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



From entry into force of the new MA-RE Terms and Conditions or the new NEBEF Terms and Conditions, these automatically apply to these mFRR-RR Terms and Conditions, which will continue to have full effect between the Parties, by integrating the changes made in the revised mFRR-RR Terms and Conditions published on the RTE website.

## **1.5 Assignment and transfer of the mFRR-RR Participation Agreement**

A Participant may assign its mFRR-RR Participation Agreement to a third party subject to RTE's prior written consent. The assignment shall be made to RTE provided that the assignee of the mFRR-RR Participation Agreement has Notified RTE no later than three (3) months before the effective date of the assignment of the mFRR-RR Participation Agreement and signed an amendment to the mFRR-RR Participation Agreement noting this assignment.

The assignment of the mFRR-RR Participation Agreement does not result in the transfer of the List of Qualified BEs of the assignor Participant to the assignee Participant. The assignee Participant must therefore make new Requests for Qualification in accordance the conditions laid down in Article 6.3.2 and send these requests to RTE at least thirty (30) Days before the effective date of the assignment of the mFRR-RR Participation Agreement. RTE notifies Annexe 3 to the Participant under the conditions laid down in the abovementioned Article.

As these are obligations arising under the mFRR-RR Participation Agreement prior to the assignment of the Agreement, the assignee Participant and assignor Participant are jointly and severally liable for their implementation.

Where relevant, a clause concerning the assignment is added to the amendment to the mFRR-RR Participation Agreement. By this clause, the assignee Participant acknowledges that it is a substitute for the assignor Participant and liable for all amounts owed by the assignor since the date of signature of the mFRR-RR Participation Agreement by the assignor Participant.

Any change in control of the Participant (the notion of "control" being defined within the meaning of Article L. 233-3 of the French Commercial Code), will require RTE's prior written consent, which may only oppose the change of control if it challenges the Participant's technical and financial capabilities required for the execution of the mFRR-RR Participation Agreement in accordance with these mFRR-RR Terms and Conditions. In order to obtain RTE's prior written consent, the Participant shall Notify in writing the proposed assignment of shares, the identity of the assignee, as well as its technical and financial expertise. If RTE does not reply within thirty (30) Days from the date of receipt of this Notification, the authorisation shall be considered granted. With the exception of the above, assignments of the Participant's shares between shareholders and companies under the same control are free.

In the event of an operation involving universal transfer of the Participant's shares (outgoing Participant) to another entity (the beneficiary), the outgoing Participant Notifies RTE of this operation no later than three (3) months before the effective date of the operation. In this case, the mFRR-RR Participation Agreement is automatically transferred to the market participant benefiting from the operation, on condition that the latter signs an amendment to the mFRR-RR Participation Agreement. The beneficiary market participant shall be jointly and severally liable for all amounts due by the outgoing Participant since the date of signing the mFRR-RR Participation Agreement by the outgoing Participant.



## **1.6 Force Majeure**

In accordance with Article 1218 of the French Civil Code, a "Force Majeure Event" means any event beyond the control of the Participant or RTE, which could not reasonably be provided for at the time the mFRR-RR Participation Agreement in force was entered into, the impact of which cannot be avoided by taking appropriate measures, and which makes it impossible to execute all or part of the Party's legal, regulatory or contractual obligations, temporarily or permanently, provided that such a Force Majeure Event is not the result of non-performance or breach by the prevailing Party of its legal, regulatory or contractual obligations under the mFRR-RR Participation Agreement and these mFRR-RR Terms and Conditions.

The Party invoking a Force Majeure Event shall send to the Party concerned, within fourteen (14) Days of discovering the said Force Majeure Event, a Notification stating (i) the satisfactory evidence of the existence of a Force Majeure Event, (ii) any details as to the nature of the Force Majeure Event that directly affects the Party, (iii) the start date of the Force Majeure Event, (iv) the effects of the Force Majeure Event on the performance of its obligations, (v) the measures and actions taken by the affected Party to minimise these effects and, to the extent possible, (vi) the likely duration and foreseeable consequences of the Force Majeure Event. The contractual obligations of both Parties, with the exception of those defined in Articles 1.6 and 1.7 are suspended throughout the duration of the Force Majeure Event, from its occurrence and until the cause and/or effects of the situation considered a Force Majeure Event have ceased. 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 obligations, as a result of this Force Majeure Event.

Any Party invoking a Force Majeure Event has an obligation to use all means at its disposal to limit its scope and duration and shall inform the other Party when it is no longer affected by the Force Majeure Event.

The Parties agree to consult with one another as soon as possible in order to take every reasonably possible action to continue to fulfil the obligations under the mFRR-RR Terms and Conditions.

If a Force Majeure event lasts for a period exceeding thirty (30) consecutive Days, the Participant or RTE may terminate the mFRR-RR Participation Agreement, without the other Party having any right to compensation of any kind, by sending RTE or the Participant a Notification by registered letter with acknowledgement of receipt. Termination shall take effect on the date this letter is received.

The Parties agree that the provisions of this Article shall prevail over those provided for in Article 2.10 of the MA-RE Terms and Conditions, Article 2.8 of the NEBEF Terms and Conditions and Article 3.5 of the Capacity Mechanism Terms and Conditions.

## **1.7 Confidentiality**

### **1.7.1 Nature of the confidential information**

In application of Articles L. 111-72 and L.111-72 of the French Energy Code, RTE is 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 imposed by the law. 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.



Each Party acknowledges that any information transmitted to it in connection with the mFRR-RR Participation Agreement and these mFRR-RR Terms and Conditions, including those relating to technical and financial data, is of a confidential nature ("**Confidential Information**"), unless expressly stated otherwise.

### **1.7.2 Content of the confidentiality obligation**

The Participant authorises RTE to transmit the information covered by Articles R. 111-26 and following of the French Energy Code to third parties if such communication is necessary for the execution of the mFRR-RR Terms and Conditions and the mFRR-RR Participation Agreement.

The Parties may disclose the Confidential Information to third parties if such communication is necessary for the execution of the mFRR-RR Terms and Conditions and the mFRR-RR Participation Agreement, subject to the prior agreement of the other Party.

The Parties ensure that the third parties which are recipients of Confidential Information undertake the same confidentiality commitments as those set out 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 mFRR-RR 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 inform the other Party as soon as possible and by any means of any breach or presumption of breach of the obligations under this Article.

The obligations under this Article shall not apply if the receiving Party of Confidential Information provides evidence that such Confidential Information (i) was already publicly available prior to its disclosure, (ii) was known to the receiving Party before it was disclosed by the other Party, (iii) has been received by it from a third party who was not subject to a confidentiality obligation and had the right to disclose it, without breach of the provisions of this article, (iv) must be disclosed in order to comply with a request from a competent court and if it is reasonably justified to permit any Party to perform and enforce their respective rights under these mFRR-RR Terms and Conditions and the mFRR-RR Participation Agreement or (v) must be disclosed under applicable law or regulations.

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### **1.7.3 Duration of the obligation of confidentiality**

After termination of the mFRR-RR Participation Agreement, the Parties undertake to comply with the provisions of this Article 1.7 for a period of five (5) years.

## **1.8 Liability**

Each Party, as far as each is concerned, bears the burden of all damages caused to the people it employs or uses or who are used or employed by its subsidiaries, affiliates or subcontractors and property owned or entrusted to it by third parties or owned or entrusted to its subsidiaries, affiliates or subcontractors by third parties.

Each Party shall be liable for direct damages to the other Party and its personnel as a result of the performance or non-performance of the mFRR-RR Participation Agreement or the mFRR-RR Terms and Conditions and shall indemnify the other Party for any damages suffered or in the future.



Excluded from this liability are damages resulting from a Force Majeure Event, or from any indirect damages or losses including, but not limited to, any loss of operations, generation, profit or income, except in the case of fraud, gross negligence or wilful misrepresentation.

The Party that considers it has incurred damage shall inform the other Participant by way of a Notification, within a period of ten (10) Days following discovery of the damage. This Notification must indicate (i) the nature of the damage suffered for which a claim for compensation may be submitted, (ii) the legal and contractual grounds on which the request for information is based, (iii) any copy of the documents justifying the damage suffered and (iv), to the extent possible, a detailed estimate of the amount of the injury suffered or to be incurred.

On receipt of this Notification, the recipient Party shall have thirty (30) Days to respond to the requests made in this Notification, it being specified that if there is no reply by this deadline, the request for compensation shall be considered as approved by the other Party. In the event of a dispute of all or part of the elements mentioned in the Notification issued under paragraph 4 of this Article 1.8, the Parties shall consult with a view to settling the dispute in accordance with the provisions of Article 1.13.

Each Party shall at all times take all reasonable steps to avoid, minimise and/or mitigate any loss or damage that has arisen or may arise for which the Party concerned has the right (or claims to have the right) to submit a claim for compensation on the basis of a violation of the mFRR-RR Participation Agreement or the mFRR-RR Terms and Conditions.

## **1.9 Publication**

The Participant may not mention RTE as one of its clients without obtaining the prior written consent of RTE.

Notwithstanding the provisions laid down in Article 1.7, RTE publishes the list of Participants in manual Frequency Restoration and Replacement Reserves on its internet site (<https://www.services-rte.com/fr/home.html>) whenever a Participant has a list of qualified non-empty BEs (as listed in Annexe 3).

The Participant notes that RTE reserves the right to publish various indicators relating to the failure of the Participants according to the criteria set out in Article 8 as well as the indicators concerning the activations of the BEs proposed on a Commitment List.

After the award of the annual call for tenders mentioned in Article 3.4, RTE publishes on its website and/or on the ENTSO-E Transparency Platform:

- the names of the successful tenderers;
- total contracted power per product per period;
- marginal prices per product and per period;
- the volumes offered and the prices offered for the balancing capacities acquired;
- for each unit period and each MW offered, all Candidates:
  - the type of product;
  - the price submitted for the unit period;
  - if applicable, the price submitted for the monthly period containing the unit period;



- if applicable, the price submitted for the annual period.

Following the allocation of a gate for the day-ahead call for tenders mentioned in Article 3.5, RTE publishes:

- the total retained power per product;
- the marginal prices of each of the products;
- the volumes offered and the prices offered for the balancing capacities acquired.

More detailed and aggregated data concerning contracting may be communicated within the framework of the CURTE (Power Transmission System Users' Committee), in accordance with the provisions of Articles L.111-72 and following and R. 111-26 and following of the French Energy Code.

### **1.10 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 mFRR-RR Participation Agreement and the mFRR-RR Terms and Conditions and that they are not entitled to make any claim under Article 1195 of the French Civil Code.

### **1.11 Notifications and correspondence**

Unless otherwise provided, a Notification under the mFRR-RR Participation Agreement and the mFRR-RR Terms and Conditions is a written document that is transmitted by one Party to the other:

- either by hand and in exchange for a receipt;
- or by registered letter with acknowledgement of receipt;
- or by fax;
- 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;
- or the date on the acknowledgement of receipt for a registered letter with acknowledgement of receipt;
- or the Day and Time of the acknowledgement of receipt transmitted by fax, for a fax delivery;
- or the Day and Time of the acknowledgement of receipt transmitted by the IT system of the receiving Party for an email.

The Notifications provided for in the mFRR-RR Participation Agreement and these mFRR-RR Terms and Conditions and any exchange of information relating to the interpretation or enforcement of the mFRR-RR Participation Agreement and the mFRR-RR Terms and Conditions must be addressed to the account manager specified in Annexe 2, unless explicitly stated otherwise in the mFRR-RR Participation Agreement or the mFRR-RR Terms and Conditions.



For the proper execution of the mFRR-RR Terms and Conditions, the Parties undertake to inform each other of any change in the list of contacts identified in Annexe 2.

### **1.12 Governing law and language of the mFRR-RR Participation Agreement and mFRR-RR Terms and Conditions**

The mFRR-RR Participation Agreement and mFRR-RR 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 interpretation and execution of the mFRR-RR Participation Agreement and mFRR-RR Terms and Conditions is French.

### **1.13 Settlement of Disputes**

In the event of a dispute concerning the conclusion, interpretation, termination or enforcement of the mFRR-RR Participation Agreement or the mFRR-RR Terms and Conditions, the Parties undertake in good faith to seek an amicable agreement to reach an amicable settlement by themselves of any dispute that may arise between them.

To this end, the applicant Notifies the other Party of the subject of the dispute and sets up a meeting with a view to settling the dispute amicably.

If there is no amicable agreement or response from the other Party after thirty (30) Days from the above Notification, and except in cases of emergency which may lead to emergency proceedings, any dispute shall be, unless the Parties agree otherwise, subject to the jurisdiction of first instance of the CRE Dispute Settlement and Sanctions Committee for disputes which are within its jurisdiction, and under the conditions of Articles L. 134-19 and following of the Energy Code, or the Paris Commercial Court for any other dispute, it being specified that the referral by one of the Parties to the Dispute Settlement and Sanctions Committee of the CRE or the Paris Commercial Court will lead to exclusive competence of the body referred to for the settlement of the dispute in question throughout the procedure except in the event that the dispute no longer falls within the subject-matter jurisdiction of the legal body referred to. Any decision may be appealed to the Paris court of appeal.

### **1.14 Personal data**

In accordance with the execution of the obligations set out in the mFRR-RR Participation Agreement and the mFRR-RR Terms 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.



## **2 PARTICIPANT'S RIGHTS AND OBLIGATIONS**

The Participant undertakes to supply RTE with capacities capable of covering all of its Commitments by making Specific Upward Balancing Energy Bids on the Balancing Mechanism with the Qualified BEs. The sum of the powers of the proposed qualified BEs must be greater than or equal to its Commitments.

RTE undertakes, in return, to pay it a Fixed Premium.

The BEs are proposed by the Participant through the transmission of the Commitment List. The Commitment List is transmitted in accordance with the procedures of Annexe 7.

The Bids proposed under the mFRR-RR Terms and Conditions must meet the conditions described in this Article and Article 4. Any Bid which does not comply with the conditions described in this Article and in the Balancing Mechanism Terms and Conditions leads to a Failure and shall lead to the application of penalties under Article 8.

A Participant with Commitments may submit mFRR Standard Bids under the following condition: for a given time slot [H; H+1[, mFRR Standard Bids Submitted by a Balancing Service Provider and associated with a BE included in the Balancing Service Provider's Commitment List under the mFRR-RR Participation Agreement over all or part of the day, including the time slot concerned, must not negatively affect the Participant's Commitments for the rest of the day.

### **2.1 Terms for provision of reserved capacities**

The provision of reserved capacities must be made under the technical terms described in Article 4.

Failure by the Participant to comply with the provisions relating to technical terms will lead to the application of Article 8 on the handling of Failures.

RTE's calls for tenders according to the procedures stated in the MA-RE Terms and Conditions. As such, BEs declared in the Commitment List for a day D may be excluded by RTE from the list of Bids in economic merit order.

### **2.2 Exclusivity of the capacity provided**

The power and energy proposed under the mFRR-RR Terms and Conditions (corresponding to the power declared by the Participant in the Commitment List) under the Participant's Commitments are exclusive.

In particular, the proposed power under each Commitment Type *i* and the associated energy declared in the Commitment List are exclusive and cannot be offered under a Frequency Ancillary Services Terms and Conditions Participation Agreement and/or a Demand Response Contract (unless otherwise specified in the Demand Response Contract).

In accordance with Article 14 of Order DEVR1529643A of 22 December 2015, the terms of this Article do not apply to Interruptible Load Contracts.

### **2.3 Providing Observability for an Qualified BE**

The Participant, for each Qualified BE, transmits to RTE in real time the instantaneous power data generated or consumed at the perimeter of each Qualified BE, in accordance with the procedures laid down in Annexe 6.



The Participant may choose to implement statistical Observability in accordance with the experimental terms and conditions detailed in Article 5.3 of Annexe 6. This choice is subject to a specific declaration at the time of participation in the annual call for tenders or at a gate of the day-ahead call for tenders on bid submission in accordance with Article 3. The maximum powers of the capacities that can be made available by the Participant and implementing statistical Observability are defined in Annex 10.

## 2.4 Amendment of the Initial Commitments

This Article shall not apply to the Initial Commitments resulting from contracting through day-ahead call for tenders. The Initial Commitments resulting from the annual call for tenders as described in Annexe 9 can only be modified under the conditions strictly described within this Article.

Any request for amendment of the Initial Commitments must be Notified to RTE by the Participant at least five (5) Business Days before the start of the first time period concerned by the amendment. This period is reduced to two (2) Days from date E, which will be Notified three (3) months in advance to the Participants by RTE. From this date E, the request for amendment of the Initial Commitments will be made via the RTE IS.

This amendment becomes effective on the day of Notification by RTE of the amended Annexe 9.

RTE shall not amend the table of Initial Commitments without prior Notification of a request for amendment by the Participant under this Article.

### 2.4.1 Applicable penalty

If RTE revises the Commitments at the request of the Participant, according to the conditions specified in this Article, the amount of the outstanding Fixed Premium is revised downwards in accordance with the new Commitments and the Participant shall pay RTE, for each day and for each Terminated Commitment, a penalty equal to the highest of the two (2) following values:

- 10% of the marginal price obtained at the annual tender for the Terminated Commitment;
- the difference between the marginal price of the day-ahead call for tenders and the marginal price of the annual call for tenders for the Type of Terminated Commitment.

$$Pénalité_{i,J} = V_{résilié\ i,J} \times \text{Max} (10\% \text{ prix marginal}_{AO\ annuel\ i,J}; \text{prix marginal}_{AO\ Jour\ i,J} - \text{prix marginal}_{AO\ annuel\ i,J})$$

Where:

- J : jour J (day J)
- $\text{prix marginal}_{AO\ Jour\ i,J}$  is the marginal price of the day-ahead call for tender (AO) for day J and for Commitment Type i
- $\text{prix marginal}_{AO\ annuel\ i,J}$  is the marginal price of the annual call for tenders for the period in which day J is situated and brought to day J and for Commitment Type i
- $V_{résilié\ i,J}$  is the volume of Terminated Commitments for Commitment Type i and for day J.

This penalty is increased by 10€/MW/day, where necessary, if the Terminated Commitment is a 13120C or 30090C Commitment Type.



## **2.5 Reserve Exchange Notifications**

Initial Commitments may be exchanged over-the-counter between different Participants, only under the conditions specified in Article 7.

NERs are transmitted to RTE in accordance with the terms described in Article 7.2 with a notice not exceeding seven (7) Days before the last day of delivery mentioned within the NER.



### 3 CONTRACTING OF RESERVES

#### 3.1 Applicable contracting method

The contracting of manual Frequency Restoration Reserve and Replacement Reserve is done by calls for tenders:

- annual, in accordance with Article 3.4;
- day-ahead, in accordance with Article 3.5.

#### 3.2 Calculation of RTE's Reserve requirements

For a given year, the methodology for determining the manual Frequency Restoration Reserve need (noted  $V_{RR}$ ) and Replacement Reserve need (noted  $V_{RC}$ ) is given in the Block Agreement.

The share of the manual Frequency Restoration Reserve and, if applicable, of the Replacement Reserve to be contracted through an annual tender (noted respectively  $V_{AO\_annuel\_RR}$  and  $V_{AO\_annuel\_RC}$ ) are determined as follows:

$$V_{AO\_annuel\_RR} = x * V_{RR}$$

$$V_{AO\_annuel\_RC} = x * V_{RC}$$

With  $x$ , a value between 0 and 1 approved by the CRE and specified in the Tender Regulation of the annual call for tenders.

At the end of the allocation of the annual call for tenders:

- the volume of manual Frequency Restoration Reserve awarded at the annual tender is noted as  $V_{RRa}$ ; and
- the volume of Replacement Reserve awarded at the annual tender is noted as  $V_{RCa}$ .

$V_{RRa}$  is thus equal to the sum of the Initial Commitments resulting from the annual tender for manual Frequency Restoration Reserve type products.

$V_{RCa}$  is thus equal to the sum of the Initial Commitments resulting from the annual tender for Replacement Reserve type products.

For a given day, the sum of the Terminated Commitments resulting from the amendment of the Initial Commitments from the annual tender and provided for in Article 2.4 is noted  $V_{résilié\_RR\_J}$  for mFRR type commitments and  $V_{résilié\_RC\_J}$  for RR type Commitments.

The volumes of the manual Frequency Restoration Reserve and Replacement Reserve contracted through a daily tender (noted as  $V_{AO\_J\_RR}$  and  $V_{AO\_J\_RC}$  respectively) correspond to the residual volumes required to reach  $V_{RR}$  and  $V_{RC}$  respectively, after taking into account the contracted volumes on the annual tender ( $V_{RRa}$  and  $V_{RCa}$  respectively) and deducting any cancelled volumes ( $V_{résilié\_RR\_J}$  and  $V_{résilié\_RC\_J}$ ).

It is specified that if the volume of manual Frequency Restoration Reserve awarded at the annual call for tenders  $V_{RRa}$  exceeds the volume of the manual Frequency Restoration Reserve to be contracted by the annual call for tenders  $V_{AO\_annual\_RR}$  in application of the substitution principle described in Article 3.4.6.2, Terminated mFRR-type Commitments can be contracted again through the day-ahead tender in the form of a RR-type Commitment.



### **3.3 Technical characteristics of manual Frequency Restoration Reserve and Replacement Reserve**

#### **3.3.1 Technical characteristics of manual Frequency Restoration Reserve**

Any Candidate wishing to provide manual Frequency Restoration Reserve to RTE over a time interval must ensure that the capacity made available complies with the conditions of Article 4.

As a reminder, the mobilisation lead time of a manual Frequency Restoration Reserve capacity must be less than or equal to thirteen (13) minutes and the maximum activation time must be at least one hundred and twenty (120) minutes.

The Candidate can offer to contractually commit to  $DO_{min}$  being less than or equal to fifteen (15) minutes, resulting in a weighting in the merit order. The total capacity contracted by RTE for manual Frequency Restoration Reserve is  $V_{RR}$  (MW), and the corresponding daily energy is  $4 * V_{RR}$  (MWh).

#### **3.3.2 Technical characteristics of Replacement Reserve**

Any market participant wishing to provide Replacement Reserve to RTE over a time interval must ensure that the capacity made available complies with the conditions of Article 4.

As a reminder, the mobilisation lead time of a Replacement Reserve capacity must be less than or equal to thirteen (30) minutes and the maximum activation time must be at least ninety (90) minutes.

The Candidate can offer to contractually commit to  $DO_{min}$  being less than or equal to fifteen (15) minutes, resulting in a weighting in the merit order.

The total power contracted by RTE for Replacement Reserve is  $V_{RC}$  (MW), and the corresponding daily energy is  $3 * V_{RC}$  (MWh).

### **3.4 Contracting through an annual call for tender**

#### **3.4.1 Tender regulation**

At the launch of each call for tenders, RTE provides a tender regulation on its website (<https://www.services-rte.com/fr/home.html>) (hereinafter the "Tender Regulation").

The Tender Regulation specifies, among other things:

- The manual Frequency Restoration Reserve and Replacement Reserve need as defined in Article 3.2;
- the deadline for submission of tenders;
- conditions for submission of bids and their format;
- the terms for communication between RTE and a Candidate.

The duration of the consultation may not be less than one (1) month.

#### **3.4.2 Prerequisites for participating in the call for tenders**

To participate in an annual tender, the Candidate must hold a mFRR-RR Participation Agreement that is valid on the deadline for the submission of tenders specified in the relevant Tender Regulation.



### 3.4.3 Format of the offer

A candidate's offer is composed of:

- an administrative file;
- a technical bid;
- one or more commercial bids.

The procedures for the submission of an offer by a Candidate are specified in the Tender Regulation of the call for tenders.

The submission of an offer by the Candidate constitutes implicit acceptance of all the elements described in this Article 3.4.

The fact of submitting an offer constitutes a firm commitment for the Candidate to respect the various requirements of the technical documents and does not release the candidate from its full responsibility for which it may be liable as a professional.

### 3.4.4 Content of the offer

#### 3.4.4.1 Administrative file

The Candidate must provide the elements listed below:

- a reply letter, for which a template is provided in the Tender Regulation, filled in by hand, dated and signed by the Candidate;
- a copy of the first page of the mFRR-RR Participation Agreement. Any candidate whose mFRR-RR Participation Agreement has not been signed by the date specified in paragraph 3.4.2 will be excluded and will not be eligible to participate in the contracting of manual Frequency Restoration and Replacement Reserves;
- for Candidates who do not have a technical link for the reporting of observability data at the date of submission of the bid, the information relating to the candidate's "control centre"<sup>1</sup>, in accordance with the model provided by the tender regulation;
- in the event of receivership, a copy of the ruling(s).

**The documents and certificates listed above must be written in French or be accompanied by a certified translation from the original language into French.**

Important: The provision of all the documents defined above constitutes an essential prerequisite for any award of the call for tenders.

At the end of the consultation procedure, Candidates considered for the award of the contract must also produce all the updated documents provided for in Articles D. 8222-5 or D. 8222-7 and D. 8222-8 and D. 8254-4 of the French Labour Code with regard to their tax, tax, social and labour obligations, (K-bis, tax certification, URSSAF certification, or equivalent documents, and the nominal list of foreign workers where applicable) as well as insurance certificates, within ten (10) Business Days following the express request of RTE.

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<sup>1</sup> This is the location site of the application (SCADA...) or RTU (ETL) for reporting telemetry data to RTE. This may therefore be the site of an external host and not the Candidate's site.



#### 3.4.4.2 *Technical bid*

The Candidate's response must demonstrate its ability to meet all of the requirements expected in Article 3.3, and in particular the following provisions.

The Candidate must provide the following in their technical bids:

the list of sites that the Candidate intends to propose in the format specified in the Tender Regulation, including:

- The name of the Site(s),
- The identifier of the Site(s) (SIRET),
- The System Access Contract (CART, CARD), the Additional Services Contract or the Metering Data Service Contract number or, if applicable, the Single Contract, the delivery point number (PDL) or reference metering point number (PRM) as these terms are defined in the MA-RE Terms and Conditions). For Sites connected to the Public Distribution System, the Candidate must ensure that the number indicated corresponds to the site code used by the system operator concerned for data exchange with RTE under the Balancing Mechanism,
- the postal code of the municipality where the Site is located,
- the periods over which the Site commits to be integrated into the Candidate's Balancing Perimeter,
- the balancing capacity at each Site (which must be less than the connection power or subscribed power under the System Access Contract),
- the holder of the Site or Sites' System Access Contract,
- where applicable, the BE to which the Site(s) are attached on the date of the submission of the bid;

the commitment of the Candidate to provide qualified capacities, according to the model in the Tender Regulation, filled in by hand, dated and signed by the Candidate;

if the Candidate wishes to implement the experimental provisions relating to statistical Observability described in Article 5.3 of the Annexe 6, a technical file quantitatively demonstrating that the transmission of all telemetry data in real time has a significant economic impact on the profitability of its participation in manual Frequency Restoration and Replacement Reserves. This file must contain the breakdown of actual costs that the Candidate faces for the implementation of real-time telemetering.

In addition, at the time of submission of its offer, the Candidate must have a confirmation of the agreement of each User of the Public Transmission System or Public Distribution System holding a System Access Contract of each Site, according to the model in Appendix 4 of the Tender Regulation, to be attached to the Candidate's Balancing Perimeter during the periods for which a bid has been submitted.

If a Site is proposed over an identical period by several Candidates, RTE may ask the Candidates concerned to provide this certificate within twenty-four (24) hours. After this period, if no certificate has been transmitted, the balancing capacity of this Site is considered to be nil for each of these Candidates for that period.

If several Candidates provide a Site agreement for an identical period, the balancing capacity of that Site is considered to be nil for each of these Candidates for that period.



The sum of the balancing capacities of all the Sites in the list must be greater than or equal to the maximum power proposed in the Candidate's commercial bids. If this condition is not met, RTE will ask the Candidate to correct its commercial bids within twenty-four (24) hours. If there is no correction within the time limit, no commercial bid can be taken into account.

All Sites must be located in Metropolitan France, and connected to the Public Transmission System or to an interconnected Public Distribution System.

### 3.4.4.3 Commercial bid

#### 3.4.4.3.1 Technical allotment

An offer corresponding to a Commitment of  $DMO_i$  and  $DO_{max,i}$  is noted as  $\{DMO_i; DO_{max,i}\}$ .

For each commercial bid, the Candidate must indicate the mobilisation lead time (DMO) for which the capacity can be committed (valid for all time intervals). This Mobilisation Lead Time can be either thirteen (13) minutes or thirty (30) minutes.

For each commercial bid, the Candidate must indicate the  $DO_{max}$  for which the capacity can be committed (valid for all time intervals). This guaranteed time can take the following values: ninety (90) minutes when the DMO is thirty (30) minutes and one hundred twenty (120) minutes when the  $DMO_{min}$  is thirteen (13) minutes.

The following types of commercial bids can therefore be proposed:  $\{RR;120\}$  for manual Frequency Restoration Reserve and  $\{RC;90\}$  for Replacement Reserve, with mFRR equal to 13 and RR equal to 30, measured in minutes. The Commitments thus formulated are valid for two (2) incidents per day.

For each commercial bid, the Candidate must specify the threshold below which the offer is not maintained (valid for all time intervals). This threshold power ( $P_{seuil}$ ) must be greater than or equal to ten (10) MW. This value is the power below which the Candidate does not want to maintain its commercial bid over a time interval, if it were to be selected for a power below the threshold.

For each commercial bid, the Candidate must indicate whether it wishes to be able to implement the experimental provisions relating to statistical Observability described in Article 5.3 of Annexe 6 for the capacities made available under the Commitments arising from its offer.

For each period for which a bid is submitted, commercial bids are submitted to the nearest MW. The Candidate chooses the power ranges for which the bid price is constant (in €/MW for the period concerned).

For a given commercial bid corresponding to either the product  $\{13, 120\}$  or the product  $\{30, 90\}$ , the Candidate must submit a single price for each time interval for which an offer is made and each power range.

The bids offered at a time interval must meet the following conditions:

- the Candidate's power must be greater than or equal to ten (10) MW;
- For a given time range, the proposed price for a given  $\{DMO_i; DO_{max,i}\}$  bid must be constant over the entire power range between 0 MW and the power threshold below which the Candidate does not wish to maintain their commercial bid;
- the price (in €/MW/period) rises with the power (not strictly), i.e. the proposed price for a commitment  $\{DMO_i; DO_{max,i}\}$  for the nth MW is greater than or equal to the proposed price for



the  $p$ th MW when  $n > p$ ;

- the power offered by the Candidate can be divided to the nearest MW for all powers offered above the threshold power;
- if the Candidate wishes to be able to implement the experimental provisions on statistical Observability described in Article 5.3 of Annexe 6, the power offered across all of the commercial bids must not exceed 50 MW.

#### 3.4.4.3.2 *Time allotment*

In terms of time period, the bids submitted should be made at weekly {business days} and {weekend + public holidays} intervals of each week (limited by a given month). Weekly intervals are set. They are specified annually in the Tender Regulation.

The periods {weekend + public holidays} correspond to the periods made up of:

- for weekends, Saturdays and Sundays;
- For public holidays, on the days mentioned in Article L 3133-1 of the French Labour Code and specified in the Tender Regulation for the period concerned by the Tender Regulation.

The Candidate may also propose bids at monthly intervals for the period open for contracting. Monthly bids should only be made when the Candidate has made bids of the same type for each weekly interval for all types of Days ({Business Days} and {Weekend + Public Holidays}) of the month(s) concerned.

The price of a {DMO<sub>i</sub>;DO<sub>max,i</sub>} bid on a monthly time interval must be greater than or equal to the maximum price submitted for this power and the same type of offer on a weekly merit order interval for all types of Days ({Business Days} and {Weekend + Public Holidays}) contained in the month.

The Candidate may also propose annual bids covering the entire period open for contracting. Annual offers should only be made when the Candidate has made identical type offers for each month of the year.

The price of an annual bid {DMO<sub>i</sub>;DO<sub>max,i</sub>} must be greater than or equal to the maximum price submitted for that power and the same type of offer over one month of the year.

### 3.4.5 **Offer opening and evaluation**

#### 3.4.5.1 *Offer opening*

Any attempt by a Candidate to influence RTE in the examination of tenders or the award decision automatically results in the rejection of its offer.

In order to facilitate the examination, evaluation and comparison of tenders, RTE may, if it so wishes, ask any Candidate to provide clarifications concerning its offer, including a detail of unit prices and/or packages. No change in the amount or content of the offer is sought, offered or authorised, except where necessary to confirm the correction of calculation errors discovered by RTE during the evaluation of tenders in accordance with the following provisions. This provision is made independently of any negotiation of the commercial bid. The terms for communication between RTE and a Candidate are specified in the Tender Regulation.



Subject to the above provisions, Candidates shall not contact RTE for questions relating to their offer, between the offer opening and the awarding of the call for tenders. If a Candidate wishes to bring additional information to RTE's attention, it will have to do so in accordance with the procedures laid down in the Tender Regulation.

#### *3.4.5.2 Admissibility of offer*

For the consultation, the Candidate receives the documents concerning the nature of the services to perform. The candidate must have a full knowledge of the technical, administrative and commercial clauses required for the performance of the service.

As a result, no dispute will be admissible after the submission of the tenders, under the pretext of an inadequate assessment of the services to be performed. It is therefore considered that the Candidate has checked all of the indications in the mFRR-RR Terms and Conditions, and the Tender Regulation.

A compliant offer (technical and commercial compliance) is an offer that meets all the terms, conditions and specifications of the mFRR-RR Terms and Conditions and the Tender Regulation, with no discrepancies or significant reservations.

A significant reservation:

- substantially affects the extent, quality or fulfilment of the mFRR-RR Participation Agreement;
- substantially limits, in contradiction to the mFRR-RR Terms and Conditions and/or the Tender Regulation, RTE's rights or the Participant's obligations; or
- unjustly affects the competitiveness of the other Candidates who submitted compliant offers.

Any offer submitted is deemed to be feasible independently and it is not possible to submit linked offers.

If an offer is not admissible, it will be rejected by RTE and cannot be subsequently rendered admissible by the later correction or withdrawal of the discrepancy or reservation which made it inadmissible.

#### *3.4.5.3 Terms for the examination of offers*

Candidates' offers are evaluated according to the steps described below.

##### *3.4.5.3.1 Analysis of the technical bid and administrative documents*

Firstly, the compliance of the technical bid and administrative documents are assessed.

If this offer meets the administrative and technical admissibility criteria defined above, it is declared technically admissible.

In the event of non-admissibility of the technical bid, RTE may nevertheless open the commercial bid after award of the contract, only in order to supply its reference price base.

##### *3.4.5.3.2 Assessment of the commercial bid*

The commercial bid is assessed only if the technical bid has been declared admissible by RTE.

The conformity of the Candidate's commercial bid is then examined.

RTE reserves the right to negotiate with all the Candidates or the best placed Candidates.



### 3.4.6 Award

#### 3.4.6.1 Award criterion

The rule for awarding the call for tenders is the most economically advantageous tender according to the price criterion in €/MW, taking into account:

- of a merit order weighting of  $-5 \text{ €/MW/jour}$  applied for all bids of type {30;90} and {13;120} for which the Candidate wishes to commit to a minimum usage period  $DO_{min}$  of less than or equal to fifteen (15) minutes;
- a merit order weighting of  $+5 \text{ €/MW/jour}$  applied for all bids for which the Candidate can implement the experimental provisions relating to statistical Observability.

#### 3.4.6.2 Manual frequency restoration and replacement reserves to allocate for each time period

The manual Frequency Restoration and Replacement Reserve need is defined in accordance with the provisions of Article 3.2. It is the same for each time period of the call for tenders.

RTE may select a technical bid with higher characteristics (lower DMO and longer time of guarantee) to meet a lower need (RTE may select an offer {RR;120} to cover a {RC;90} need);

The need is covered if:

- (i) the guaranteed energy to be contracted is greater than the strict need (a bid {RR;120} can be used to cover a requirement {RC;90});
- (ii) the amount of power to be contracted is greater than or equal to the strict need.

#### 3.4.6.3 Set of rules for allocation

For a weekly time period of merit order ranking, the bids selected are:

- {RR;120} bids for which  $Critère(\{RR; 120\}) \leq Prix(RR; 120)$ ;
- {RC;90} bids for which  $Critère(\{RC; 90\}) \leq Prix(RC; 90)$ ;

With  $Critère(\{xx;yy\})$ , the bid price, either increased or decreased according to the merit order weighting mentioned in 3.4.6.1.

Over each time period, the sum of the powers selected from all of the bids for which the Candidate may implement the experimental provisions relating to statistical Observability must be less than or equal to 50 MW. Priority is given to the lowest price bids.

$Prix(RR; 120)$  and  $Prix(RC; 90)$  are determined for the period and:

- minimise the following sum:  $Prix(RR ;120)*V_{RR,p} + Prix(RC ;90)*V_{RC,p}$  where:
  - $V_{RR,p}$  represents the number of MW selected for the bid type {RR ;120} over the merit order ranking interval p;
  - $V_{RC,p}$  represents the number of MW selected for the bid type {RC,90} over the merit order ranking interval p;
- to cover the manual Frequency Restoration and Replacement Reserve need for the period as calculated in Article 3.2.



As specified in 3.4.6.2, it is possible to select more mFRR bids than the mFRR need sought and as substitution for some or all of the replacement reserve need if this reduces the cost of contracting.

The marginal bid (the highest bid price chosen) can be selected from an intermediate power (to the nearest MW) while respecting the power threshold specified by the Candidate.

Several companies may be selected in the context of the call for tenders.

#### Monthly bids

The monthly bids of one month M made by the Candidates may be selected (in the same order of priority as defined previously when several prices are submitted for the same power) if the price proposed for these tenders is lower than the sum of the marginal prices for each day of the month M.

The monthly bid price can determine the marginal prices when the need is fully covered by annual and monthly bids according to the award conditions detailed in this Article.

Some monthly bids may be "paradoxically rejected," i.e. the sum of the final Prices (RR;120) and Prices (RC;90) of the weekly periods is higher than the Candidate's monthly bid.

#### Annual bids

The annual bids made by the Candidates can be selected (in the same order of priority as defined previously when several prices are submitted for a same power) if the price offered for these bids is lower than the sum of the marginal prices of each day of the year.

The annual bid price can determine the marginal prices when the need is fully covered by annual bids according to the award conditions detailed in this Article.

Some monthly bids may be "paradoxically rejected," i.e. the sum of the Prices (RR;120) and Prices (RC90) of the weekly periods is higher than the Candidate's annual bid.

#### Bid selected at $P_{seuil}$

On a time interval, if the highest priced bid selected is selected at  $P_{seuil}$  and the contracting need is more than covered, the withdrawal of the bid is considered. The solution chosen is that which minimises  $Prix(RR ;120)*V_{RR,p} + Prix(RC ;90)*V_{RC,p}$ , i.e. the bid can still be maintained and an award made at the power threshold, if it is more economical to contract more power with a consequently lower marginal price.

If, on a merit order ranking time interval, one or more bids are affected by this constraint (the withdrawal of the first bid leads to a similar situation with another bid), the bid withdrawn first is the bid for which the proposed threshold power is the highest.

### **3.4.7 Formalisation of Initial Commitments following award**

For a given year, a Candidate's selected bids are aggregated in Annexe 9, for which the Initial Commitments correspond to the types of bids selected ( $\{xx;yyy\}$  bids correspond to the "xyyy" Commitment Types).

The contractual commitment of availability concluded with each Participant following the call for tenders will lead to the payment of a Fixed Premium, which is the amount of power contracted multiplied by the marginal price of each Commitment Type.



The Fixed Premiums awarded to Participants are determined from the tendered volumes selected by type and at the marginal prices Prix(RR ;120) and Prix(RC ;90) determined for the types of days of the weekly period in question. Thus:

- the selected commitments {RR;120} are remunerated Prix(RR; 120);
- the selected commitments {RC;90} are remunerated Prix(RC; 90).

If the price of a bid the Participant has committed to for a  $DO_{min}$  less than or equal to fifteen (15) minutes and which has benefited from merit order weighting is greater than the remuneration price determined above, the Participant receives additional remuneration for the commitment over the period. This additional remuneration corresponds to the difference between the price of its selected bid and the price determined above for the corresponding bid. In other words, when the weighting applied to bids incorporating a  $DO_{min}$  of less than or equal to fifteen (15) minutes allows a bid to be selected while the offered price is higher than the marginal price, then the Participant is remunerated at its bid price (in this case above the marginal price).

### **3.4.8 Notification of the award of the annual call for tenders:**

Notification of the award of the annual call for tenders is made by registered letter with acknowledgement of receipt, with prior notification by email.

### **3.4.9 RTE's right to cancel all or part of the consultation procedure**

RTE reserves the right to cancel the consultation procedure in whole or in part and at any time. RTE may allocate the manual Frequency Restoration and Replacement Reserves for a period which is less than the 1 January to 31 December period of the year the call for tenders relates to.

In this case, RTE Notifies the Candidates of the cancellation of the procedure.

When a time period is assigned, it is assigned for all the need open to contracting.

RTE cannot be held liable for the costs incurred by the Candidates due the cancellation of the consultation procedure.

### **3.4.10 Insufficient offers**

If there are insufficient offers at the annual call for tenders on one or the other of the products leading to certain periods not being contracted in accordance with Article 3.4.9, RTE will contract the missing volume over the periods concerned through the day-ahead capacity contracting provided for in Article 3.5.

## **3.5 Contracting through day-ahead calls for tender**

The Reserved Capacity and the associated Fixed Premiums resulting from the day-ahead tender are made available to the Participant on the RACOON platform, the conditions and terms of use of which are accessible on the RTE website (<https://www.services-rte.com>).

### **3.5.1 Prerequisites for participating in the call for tenders**

To participate in the day-ahead call for tenders, the Candidate must be the holder of a valid mFRR-RR Participation Agreement.



### 3.5.2 Terms and conditions of participation

The Candidates interested in participating in the day-ahead gate of the manual Frequency Restoration and Replacement Reserve must first have valid access to the RACOON platform. To participate in the gate closure for a day D Commitment, this access must have been obtained no later than ten (10) Business Days prior to this day D Commitment.

The conditions to meet in order to create an access to the RACOON platform are described in the IS implementation guide available to market participants on the RACOON platform and on the RTE website (<https://www.services-rte.com>).

### 3.5.3 manual Frequency Restoration and Replacement Reserve to allocate for each day

The desired volume of manual Frequency Restoration Reserve (product {13;120}) and Replacement Reserve (product {30;90}) for each day can be viewed on the RACOON platform.

### 3.5.4 Bid submission

#### 3.5.4.1 Bid format

The fact of submitting a bid constitutes a firm commitment for the Candidate to respect the various requirements of the technical documents and does not release the candidate from its full responsibility for which it may be liable as a professional.

#### 3.5.4.2 Conditions of eligibility

The Candidate can only participate at a day-ahead gate closure if it has sufficient Qualified BEs, minus, where relevant, its Commitments from the annual manual Frequency Restoration and Replacement Reserve call for tenders. This condition will be checked when each bid is entered by the Candidate and any subsequent changes made.

#### 3.5.4.3 Submission of bids

**The submission of a bid on the RACOON platform is the only way to participate in the day-ahead contracting of manual frequency restoration and replacement reserves.** The procedures for submitting bids are specified in the IS implementation guide made available to the market participants on the RTE website (<https://www.services-rte.com>).

For a commitment relating to Day D, the gate closure is at **10:00 of day D-1**. The gate opens seven (7) **calendar days** before the gate closure date.

For a commitment relating to day D, the Candidate's bid must be submitted **between 10:00 of day D-8 and 10:00 of day D-1** on the RACOON platform.

For a given gate, a Candidate:

- may modify or remove any bid submitted up to the date and time limit for the submission of bids for this gate;
- may submit one or more bids for the same product.

Any bid submitted is deemed to be feasible independently and it is not possible to submit linked bids.

The candidate must have a full knowledge of the technical, administrative and commercial clauses required for the performance of the service.



No dispute will thus be admitted after the submission of the bids. The Candidate is therefore considered to have checked all of the indications in the mFRR-RR Terms and Conditions, its annexes and the IS implementation guide. Thus, if a bid 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.

### 3.5.5 Content of the bid

#### 3.5.5.1 Time allotment

For a given gate, the bids submitted relate to a full day of commitment.

The Candidate may submit, in total, all bids combined, a maximum of fifty (50) prices for each gate.

#### 3.5.5.2 Technical allotment

An offer corresponding to a Commitment of  $DMO_i$  and  $DO_{max,i}$  is noted as  $\{DMO_i, DO_{max,i}\}$ .

For each offer, the Candidate must indicate the Mobilisation Lead Time (DMO) that the capacity can be committed to. This Mobilisation Lead Time may take the following values: thirteen (13) minutes or thirty (30) minutes.

For each bid, the Candidate must indicate the longest guaranteed duration for which the capacity can be committed,  $DO_{max}$ . This guaranteed time can take the following values: ninety (90) minutes when the DMO is thirty (30) minutes and one hundred and twenty (120) minutes when the DMO is thirteen (13) minutes.

The following types of bids can therefore be proposed:  $\{RR;120\}$  for manual Frequency Restoration Reserve where mFRR equals thirteen (13) and  $\{RC;90\}$  for Replacement Reserve where RR equals thirty (30), with data expressed in minutes. The commitments thus formulated are valid for two (2) incidents per day as specified in the mFRR-RR Terms and Conditions.

For each bid, the Candidate must specify the threshold below which the bid is not maintained. This threshold power ( $P_{seuil}$ ) must be by default greater than or equal to ten (10) MW. If the Candidate has been selected in the annual tender for at least one bid, this threshold power ( $P_{seuil}$ ) may be less than ten (10) MW and must be greater than or equal to one (1) MW. This value is the power below which the Candidate does not want to maintain their bid for a given gate closure if it were to be selected for a power below the threshold.

For each bid, the Candidate can ensure that the minimum usage period ( $DO_{min}$ ) is less than or equal to fifteen (15) minutes. This commitment gives rise to a bonus for merit order as specified in Article 3.5.7.1.

For each gate closure for which a bid is submitted, bids are submitted to the nearest MW. The Candidate chooses the power ranges for which the bid price is constant (in €/MW per day).

For a given bid corresponding to either the product  $\{13, 120\}$  or the product  $\{30, 90\}$ , the Candidate must submit a single price for each power range.

The bids offered at a gate must meet the following conditions:

- the Candidate's power must be greater than or equal to ten (10) MW in the general case;



- The Candidate's power can be less than ten (10) MW and must be greater than or equal to one (1) MW in the event that at least one bid has been selected for the Candidate at the time of the annual tender;
- the proposed price for a given bid  $\{DMO_i, D_{max,i}\}_{max,i}$  must be constant over the entire power range between 0 MW and the power threshold below which the Candidate does not wish to maintain their commercial bid;
- the price (in €/MW) rises with the power (not strictly), i.e. the proposed price for a commitment  $\{DMO, D_{max}\}$  for the nth MW is greater than or equal to the proposed price for the pth MW when  $n > p$ ;
- the power offered by the Candidate can be divided to the nearest MW for all powers offered above the threshold power;
- If the Candidate wishes to implement the experimental provisions relating to statistical Observability described in Article 5.3 of Annexe 6, the power offered across all the commercial bids must not exceed fifty (50) MW, minus, where relevant, the power for which the Candidate implements statistical Observability for the Commitments resulting from the annual tender.

### 3.5.6 Evaluation of bids

The bid is only analysed if the eligibility conditions mentioned in 3.5.4.2 are met.

If a bid is not admissible, it will be rejected.

Any attempt by a Candidate to influence RTE in the examination of tenders or the award decision automatically results in the rejection of its bid.

### 3.5.7 Award

#### 3.5.7.1 Award criterion

The rule for awarding is to the most economically advantageous bid according to the price criterion in €/MW, taking into account:

- a merit order weighting of  $-5 \text{ €/MW/jour}$  applied for all bids of type  $\{30;90\}$  and  $\{13;120\}$  for which the Candidate wishes to commit to a minimum usage period  $DO_{min}$  of less than or equal to fifteen (15) minutes;
- a merit order weighting of  $+5 \text{ €/MW/jour}$  applied for all bids for which the Candidate can implement the experimental provisions relating to statistical Observability.

RTE can select a higher technical bid to meet a lower need. For example, a manual Frequency Restoration Reserve bid  $\{13;120\}$  can be selected to cover a need for replacement reserve  $\{30;90\}$ .

The need is covered if the amount of power to be contracted is greater than or equal to the strict need.

#### 3.5.7.2 Set of rules for allocation

For one day of merit order ranking, the bids selected are:

- $\{RR;120\}$  bids for which  $Critère(\{RR; 120\}) \leq Prix(RR, 120)$  ;
- $\{RC;90\}$  bids for which  $Critère(\{RC; 90\}) \leq Prix(RC, 90)$  ;



With Criterion( $\{xx;yy\}$ ), the bid price, either increased or decreased according to the merit order weighting mentioned in 3.5.7.1.

$Prix(RR, 120)$  and  $Prix(RC, 90)$  are determined for the day of merit order ranking and:

- minimise the following sum:  $Prix(RR,120)*V_{RR,j} + Prix(RC,90)*V_{RC,j}$  where:
  - $V_{RR,j}$  represents the number of MW selected for the bid type (RR,120) on the day of merit order ranking;
  - $V_{RC,j}$  represents the number of MW selected for the type o bid (RC,90) on the merit order ranking day;
- to cover the manual Frequency Restoration and Replacement Reserve need for the day as specified in Article 3.5.3.

As explained in 3.5.7.1, it is possible to select more mFRR bids than the mFRR need sought and as substitution for some or all of the Replacement Reserve need if this reduces the cost of contracting.

The marginal bid (the highest bid price chosen) can be selected from an intermediate power (to the nearest MW) while respecting the power threshold specified by the Candidate.

Multiple companies may be selected for a given day.

On a given day, if the most expensive bid chosen is selected at  $P_{seuil}$  and the need for contracting is more than covered, the withdrawal of the bid shall be considered. The solution chosen is that which minimises  $Prix(RR,120)*V_{RR,j} + Prix(RC,90)*V_{RC,j}$ , i.e. the bid can still be maintained and an allocation made at the power threshold, if it is more economical to contract more power with a consequently lower marginal price.

If, on a merit order ranking time interval, one or more bids are affected by this constraint (the withdrawal of the first bid leads to a similar situation with another bid), the bid withdrawn first is the bid for which the proposed threshold power is the highest.

### 3.5.7.3 Notification of the gate assignment

Merit order ranking takes place after each day-ahead gate closure. **The results are communicated between 10:00 and 10:30 and are made available on the RACOON platform.**

The commitment of availability of each Participant following the day-ahead call for tenders will lead to the payment of a Fixed Premium, which is the power contracted at the day-ahead call for tenders multiplied by the marginal price of each Commitment Type i.

The Fixed Premiums awarded to Participants are determined from the tendered volumes selected by type and at the marginal prices  $\{RR;120\}$  and  $\{RC;90\}$  determined for the day in question.

Any bid selected in the context of the day-ahead call for tenders commits the Participant to it, in accordance with the conditions and procedures laid down in the mFRR-RR Terms and Conditions.



If the price of a bid type {RC;90} or {RR;120} for which the Participant has committed a  $DO_{min}$  less than or equal to fifteen (15) minutes and having benefited from merit order weighting is greater than the remuneration price determined above, the Participant is entitled to additional remuneration for the commitment on the day in question. This additional remuneration corresponds to the difference between the price of its selected bid and the price determined above for the corresponding bid type {RR;120} or {RC;90}. In other words, when the weighting applied to bids with a  $DO_{min}$  of less than or equal to fifteen (15) minutes allows a bid to be selected while the offered price is higher than the marginal price, then the Participant is remunerated at its bid price (in this case higher than the marginal price).

### 3.5.8 Fallback situations

Fallback situations can be caused by a computer issue. Each fallback situation is subject to an RTE analysis sent to the Participants.

In the event of a fallback situation, RTE shall Notify the Participants of the transition to fallback mode no later than thirty (30) minutes after the end of the bid submission deadline.

In this case, the results of the gate closure for a day D for delivery on D+1 can be communicated until 11:30 on the same day D via submission on the RACOON platform.

If no results can be communicated by 11:30 for day D, RTE will organise a new bid submission gate between 12:45-15:30 on day D, after Notification to the Participants no later than 11:30 of this new deadline for the submission of tenders that applies. In this case, the results from this gate will be Notified to the Participants no later than thirty (30) minutes after the new deadline for the submission of tenders.

If no results are available thirty minutes after the new deadline for the submission of tenders, RTE reserves the right to cancel the gate for that day D. RTE Notifies the cancellation of the gate via the RACOON platform or by email with acknowledgement of receipt at the latest thirty (30) minutes after the new deadline for the submission of tenders.

### 3.5.9 Insufficient bids

In the event of insufficient bids at the day-ahead call for tenders for one or the other of the products, RTE will retain the whole volume offered for the product(s) concerned by the insufficient bids. In this case, the marginal price will be determined based on the merit order criterion of the highest bid price selected.



## **4 SET OF RULES FOR PROVISION OF MANUAL FREQUENCY RESTORATION AND REPLACEMENT RESERVE CAPACITIES**

This article aims to describe the technical conditions the Participant must meet in order to provide the capacities reserved on the Balancing Mechanism. If these technical conditions are not respected, then this will be considered a Failure on the part of Participant, and the penalties provided for in Article 8 will apply, depending on the type of Failure.

### **4.1 General principles**

When it has been awarded the annual and/or day-ahead tender for a given time interval, the Candidate undertakes to submit, for all days D of that time interval and for each moment of time of those days, a contractually guaranteed volume of Upward Specific Bids on the Balancing Mechanism respecting the technical requirements. These capacities can be activated at any time and, in particular:

- the guaranteed power must be technically activatable at all times during the time interval in question;
- any Redeclarations of Bids must not impact the guaranteed energy, or the possibility for RTE to activate the totality of the contracted power;
- the activation of the Bids must be possible up to the last minute of the time interval concerned.

Each Day for which a Participant has Commitments, and before the System Access Deadline:

1. The Participant must send RTE a Commitment List specifying the volume offered on each BE under each Commitment, every half hour. This list allows RTE to identify the Bids for which the Participant has respected its commitments. The powers indicated in the Commitment List are given to the nearest megawatt;
2. the Participant must Submit via the SYGA application its Upward Bids for the whole day and its availability period under contract (i.e.: submit six (6) Bids per BE when a BE is committed for a full day corresponding to one Bid for each Price Segment).

The Participant undertakes to inform RTE as soon as possible of any unavailability or failure of the capacity made available to RTE. This information shall be shared in accordance with the procedures specified in Article 1.11.

### **4.2 Declaration and redeclaration of the Commitment List**

#### **4.2.1 Definition of the Commitment List**

The Commitment List formalises for a Day D the BEs that the Participant makes available under its Commitments.

The Commitment List defines, for each Day D, the Qualified BEs the Participant's Commitment relates to, as well as the technical commitment level of each Qualified BE:

1. the committed power for each Half-Hourly Interval and for each Qualified BE;
2. the DMO relating to the Commitment of the Qualified BE;
3. the number of Incidents for which each Qualified BE is committed;
4. the  $DO_{max}$  for which the Qualified BE is committed.



Only one Commitment List is transmitted to RTE per Participant.

The Commitment List is transmitted in accordance with the procedures described in Annexe 7.

#### **4.2.2 Initial declaration D-1 before the System Access Deadline**

On D-1, between 00:00 and the System Access Deadline, the Participant transmits an initial Commitment List corresponding to its Reserved Capacity for Day D in accordance with its Commitments.

#### **4.2.3 Redeclaration of the Commitment List after the System Access Deadline**

After the System Access Deadline D-1, the Commitment List can be redeclared for Day D.

When the Commitment List is redeclared for a Half-Hourly Interval  $p$ , only the values declared by the Participant over the Half-Hourly Intervals from  $p+2$  are taken into account.

The Commitment List is redeclared in accordance with the procedures described in Annexe 7. The Participant telephones the RTE real-time operational contacts stated in Annexe 2 to inform of this redeclaration. The valid Commitment List is the last Commitment List received by RTE and compliant with the terms of Annexe 7.

The redeclared Commitment List is effective immediately after completion of the current Balancing Orders for the Qualified BEs of the previously declared Commitment List.

### **4.3 Submission of Bids on the Balancing Mechanism for Qualified BEs offered in the Commitment List**

#### **4.3.1 On D-1 before the System Access Deadline**

For one day D of the Availability Period, the Participant must Submit Upward and Accepted Bids, in accordance with its Commitment in terms of Reserved Capacity on the System Access Deadline gate closure on D-1, and on all the Qualified BEs on the Commitment List.

#### **4.3.2 Redeclaration of Bids**

The Participant may redeclare one or several Bids concerning the Qualified BEs in the Commitment List.

Redeclarations made by the Participant must allow it to maintain its Commitments, and in particular the capacity must be available and activatable at all times.

### **4.4 Compliance of the Participant's Commitment with the Commitment List and the Bids submitted on the BM**

The Participant's contractual Commitment has been respected when all of the conditions set out in this Article are met.



#### 4.4.1 List of Commitments

##### 4.4.1.1 Declaration linked to the Qualification of the BE

The BEs declared in the Commitment List must be qualified and must meet the conditions stated in Article **Erreur ! Source du renvoi introuvable.** BEs that do not fall within this framework are not taken into account under these mFRR-RR Terms and Conditions.

The following conditions must also be met for the Qualified BEs mentioned in the Commitment List, including:

- for each Half-Hourly Interval, the sum of the powers declared by the Participant for each BE cannot exceed the  $P_{\text{agr  e  }}$  (qualified power) of the BE considered as defined in Annexe 3.
- each Commitment relating to the  $DO_{\text{max}}$  parameter (NB\_BLOCS) for the BE may not exceed the time for which the BE is Qualified;
- the declared DMO for the BE must be greater than or equal to the DMO for which the BE is technically Qualified.

##### 4.4.1.2 Declaration under the Commitments

###### 4.4.1.2.1 General case

For each Commitment Type  $i$ , the BEs proposed in the Commitment List must meet the following conditions:

- for each Half-Hourly Interval  $p$  of day  $D$ , the sum of the powers declared under Commitment Type  $i$  in the Commitment List is greater than or equal to the power  $P_{E,i}$ ;
- the DMO declared for the BEs under Commitment Type  $i$  in the Commitment List is less than or equal to  $DMO_{E,i}$ ;
- the BEs committed under Commitment Type  $i$  in the Commitment List are declared on a number of blocks (NB\_BLOCS) equal to  $\frac{DO_{\text{max},E,i}}{30}$  ;
- the BEs are declared on a Number of Incidents (NB\_ALEAS) equal to two (2).

###### 4.4.1.2.2 Special cases

###### 4.4.1.2.2.1 Commitment of two BEs for a single incident each

For a Commitment Type  $i$ , the two (2) Incidents may be covered by two (2) separate BEs if they satisfy the following conditions:

- each of the two (2) BEs is declared on Number of Incidents (NB\_ALEAS) equal to one (1);
- for each Half-Hourly Interval  $p$  of day  $D$ , the declared power for both (2) BEs is identical ( $P_{EDA1,p} = P_{EDA2,p}$ );
- only the power declared in the Commitment List for  $BE_1$  is taken into account for the verification of the power Commitment specified in Article 4.4.1.2.1.

###### 4.4.1.2.2.2 Several BEs to meet the commitment $DO_{\text{max},E,i}$



To meet its Commitments for a Commitment Type  $i$  and a power  $P$ , the Participant may propose several separate Qualified BEs to meet the commitment  $DO_{max,E,i}$ . Each BE must then meet the following conditions:

- for each Half-Hourly Interval  $p$  of day  $D$ , the declared power  $P$  for Qualified BEs is identical ( $P = P_{EDA_i,p} = P_{EDA_j,p}$ );
- only the power declared in the Commitment List for  $BE_1$  is taken into account for the verification of the power Commitment specified in Article 4.4.1.2.1;
- the sum of the declared  $NB\_BLOCS$  for each BE is equal to  $\frac{DO_{max,E,i}}{30 \text{ minutes}}$  ;
- the declared DMO for  $BE_1$  is equal to the  $DMO_{E,i}$  and the declared DMO for the other BEs is equal to 30 minutes.

#### 4.4.1.2.2.3 Only one BE for several Commitment Types

A same Qualified BE may participate in several Commitment Types  $i$  provided that the exclusivity of the Reserved Capacity under the Commitments is respected.

### 4.4.2 Bids Submitted on the BM

The following conditions apply to Bids relating to Qualified BEs Submitted by the Participant and declared in the Commitment List.

For each BE declared in the Commitment List, an Upward Specific Bid must be Submitted for each Half-Hourly Interval  $p$  if a power greater than zero has been declared for this BE in the Commitment List.

For each BE declared in the Commitment List, the Bid Usage Conditions must comply with the following conditions, taking into account the latest Accepted Bids (including redeclarations):

- $DO_{min} \leq 60 \text{ minutes}$ ,
- $DO_{min} \leq 15 \text{ minutes}$  if the BE is under a Commitment imposing a minimum duration of use of less than or equal to (15) min (Commitment Type 13120C or 13090C),
- $DO_{min} \leq DO_{max} - 5 \text{ minutes}$
- $DO_{max} \geq (30 \times \max\{NB_{BLOCS}\} \text{ for all commitments declared for the BE}) \text{ minutes}$ ;
- $P_{MAX} \geq 10 \text{ MW}$ ;
- $NB_{activations} \geq 2 \times NB_{ALEAS}$  ;
- $DNA \leq 60 \text{ minutes}$ ;
- for each Half-Hourly Interval  $p$  of the day,  $P_{MAX,EDA,p} \geq \sum_i P_{LE,EDA,p,i} \text{ MW}$ ;
- for each Half-Hourly Interval  $p$  of the day,  $P_{min,EDA,p} \leq \sum_i P_{LE,EDA,p,i} \text{ MW}$ , except where the Participant provides justification of a technical constraint on the BE which does not allow this criterion to be met;
- The maximum upward balancing energy offered on the BM by the BE is greater than or equal to the energy available in the Commitment List (LE) for this BE, i.e. :



$$E_{max} - \sum_{p \in J} \frac{PA(p)}{2} \geq \max \left( \left\{ \sum_i P_{LE,EDA,p,i} \right\}_{p \in J} \right) \times NB\_ALEAS \times \max(30 \text{ minutes} \times NB\_BLOCS ; DO_{min});$$

- DMO less than or equal to the minimum of the DMOs declared in the Commitment List for this BE under the Commitments of the BE.

Where:

- $P_{LE,EDA,p,i}$  corresponding to the declared power for Half-Hourly Interval p for the BE and for Commitment Type i;
- NB\_BLOCS, the parameter corresponding to the BE's commitment over time and stated by the Participant in the Commitment List, for each BE and for each Commitment Type i and when the BE is used to cover several Commitment Types, the value used is the maximum value of the NB\_BLOCS declared for the Commitment Types related to the BE;
- NB\_ALEAS the parameter corresponding to the BE's commitment to cover 1 or 2 incidents and when the BE is used to cover several Commitments, the value used is the maximum value of the NB\_ALEAS declared for the BE-related Commitment;
- PA(p), the Forecast Dispatch Schedule of the BE when the BE is made up of a Scheduling Entity and makes implicit Specific Bids on the Balancing Mechanism. By convention, PA(p)=0 for BEs submitting explicit Specific Bids.

If the Bid Usage Conditions declared for a BE do not meet all of these conditions, it is considered that the Commitment of that BE is not respected and that the Participant has not fulfilled its Commitment. This constitutes a Failure under these mFRR-RR Terms and Conditions and the way it is handled is described in Article 8.2.4.

#### 4.4.2.1 Special cases

##### 4.4.2.1.1 Capacities with no stock constraints

The Participant may inform RTE, within the Commitment List, that there is no energy stock constraint on one or more of the BEs committed according to the set of rules described in Annexe 7.

For each BE identified in the Commitment List as having no energy stock constraints, the Bid Usage Conditions must comply with the following conditions, in addition to those described in Article 4.4.2, taking into account the latest Accepted Bids (including Redeclarations):

- The maximum upward balancing energy offered on the BM by the BE is greater than or equal to the maximum power of the BE stated in the Commitment List multiplied by the number of hours of the day during which the energy is made available in the Commitment List for this BE:

$$E_{max} - \sum_{p \in J} \frac{PA(p)}{2} \geq \max \left( \left\{ \sum_i P_{LE,EDA,p,i} \right\}_{p \in J} \right) \times NB\_HEURES$$

where NB\_HEURES is the number of Hours of the day;

- the maximum number of BE activations is not limited.



## 5 ACTIVATION OF BIDS RELATING TO COMMITTED BES

Upward Bids Submitted in accordance with the mFRR-RR Terms and Conditions must be Activatable at any time:

- the guaranteed power on the Balancing Mechanism for Reserved Capacity must be technically activatable permanently for all Half-Hourly Intervals of a Day in the Availability Period;
- any Redeclarations of Bids must permanently enable the Commitments specified in Article 4.4.2 to be met;
- The activation of Bids must be possible until the end of each Half-Hourly Interval for which the BE is declared in the Commitment List, i.e. the Activation Time can take place at the last minute of the last Half-Hourly Interval for which the BE is committed as specified in the Commitment List.

Orders are transmitted according to the terms set out in the MA-RE Terms and Conditions:

- when the activation Order is transmitted by the TAO Technical System, the transmission protocol is consistent with the protocol described in the implementation guide for exchanges with the TAO Technical System;
- when the activation Order is transmitted by telephone, the following protocol is respected:
  1. RTE calls the main number of the Qualified BE's Order Receiver and waits for a duration of one (1) minute for the call to go through,
  2. If this first call is not successful, RTE calls the second number of the Qualified BE's Order Receiver (or BIS number, or emergency number) and waits for a duration of one (1) minute for the call to go through.

If both telephone calls were unsuccessful, this constitutes a Failure, in accordance with Article 8.3.2. The Failure applies to all BEs declared in the Commitment List and Submitted by the Participant and whose Order Receiver is the Order Receiver at fault.

The TAO Technical System is the main system and in M2M interface for each Qualified BE according to the set of rules in the implementation guide. The telecommunications link between the Participant's Order Receivers and RTE's TAO Technical System is a high reliability link operated by RTE.

When the activation Orders are transmitted by telephone (in case of unavailability of the TAO Technical system), the Participant undertakes to limit as much as possible the number of Order Receivers relating to the BEs proposed under its Commitments.

### 5.1 Final Dispatch Schedule transmitted by the Balancing Service Provider following Activation of a Specific Upward Balancing Bid of a BE committed in mFRR-RR

By way of derogation from Article 3.2.4.3 of the MA-RE Terms and Conditions on the traceability of the Final Dispatch Schedule, when all of the conditions of this Article are met and following the activation of a Specific Upward Bid of a BE declared in the Commitment List, the Theoretical Final Dispatch Schedules established by RTE for this BE are replaced by the Final Dispatch Schedules transmitted by the Order Receiver after receiving a Balancing Order.



By way of derogation from Article 3.2.4.4 of the MA-RE Terms and Conditions on the acceptance of the Final Dispatch Schedule transmitted by the Balancing Service Provider following the Activation of a Bid, the following cumulative conditions must be met in order for the Final Dispatch Schedule transmitted by the Order Receiver to be taken into account in the Theoretical Final Dispatch Schedule established by RTE following Activation of a Specific Upward Bid of a BE declared in a Commitment List:

- When the Activation Time is specified:
  - the power of the Final Dispatch Schedules must be less than the set point power from the Balancing Order up to the 5-Minute Interval preceding the Activation Time minus five (5) minutes;
  - the power of the Final Dispatch Schedules must be equal to the power of the Forecast Dispatch Schedules (or 0 if there is no Forecast Dispatch Schedule) up to the 5-Minute Interval preceding the Activation Time:
    - minus the power variation requested resulting from the Balancing Order divided by the Gradient, or;
    - minus the DMO minus five (5) minutes if the Gradient is not specified;
- No later than 5 minutes after the Deactivation Time plus the DMO (or the Gradient multiplied by the power variation), the Final Dispatch Schedule must be equal to the Forecast Dispatch Schedule (or 0 if there is no Forecast Dispatch Schedule);
- Throughout the period between the Balancing Start Time and the Balancing End Time, the power reached by the sum of the Final Dispatch Schedules must be:
  - below the set point power plus the max (10 MW; 10% of the set point power (in absolute value));
  - in all cases, the powers of the Final Dispatch Schedules must correspond to a power variation relating to the direction of the Activated Bid.
- Throughout the period between the Activation Time and the Deactivation Time, the power reached by the sum of the Final Dispatch Schedules must be:
  - greater than or equal to the minimum between the set point power and the committed power listed in the Commitment List.

## **5.2 Performance of the TAO interface system implemented by the Participant**

The Order Receivers of the Qualified BEs must have an M2M interface set up by the Participant to interact with the TAO Technical System.

## **5.3 Performance requirements**

For each of the Order Receivers for Qualified BEs, the performance requirements for the M2M system put in place by the Participant are as follows:

- the number of periods without screening of a unit duration longer than one (1) minute must not exceed nine (9) over a period of three (3) consecutive Days;



- the number of periods without screening of a unit duration longer than one (1) minute must not exceed ninety (90) over a period of thirty (30) consecutive Days;
- the cumulative duration of periods without screening greater than one minute must not exceed eight (8) hours over thirty (30) consecutive days;
- the maximum duration of a period without screening is four (4) hours, in all situations (i.e.: the Participant has the means 24 hours a day 7 days a week to re-establish service within four (4) hours).

A period without screening is a period between two TAO server queries from the system set up by the Participant.

Furthermore, the Participant must set up backup systems allowing it to respond to an activation Order in the event of failure of its M2M system, with the technical system of its choice (such as a redundant mechanism or the ability to quickly switch to the Web HMI available).

### **5.3.1 Period of implementation of the requirements**

These requirements must be met at all times by the Participant. The Participant may Notify RTE of periods for which one or more Qualified BE Order Receivers do not satisfy the requirements specified above. During these periods:

- the Participant cannot declare the Qualified BEs associated with the Order Receiver in its Commitment List;
- the performances observed by RTE are not taken into account for the verification of compliance with the performance requirements for the M2M system put in place by the Participant for the Order Receiver concerned.

## **5.4 Activation of the Bids until the last minute of the Commitment of the Qualified BE by the Participant**

When an Qualified BE is declared in the Commitment List and Submitted on a Half-Hourly Interval  $p$ , the Participant is committed to executing an activation Order of the Bid on the Qualified BE, for all activations whose Activation Time is included within the Half-Hourly Interval  $p$  and in accordance with the Bid Usage Conditions specified for the Half-Hourly Interval  $p$ .

For an Qualified BE, when all of the following conditions are met:

- on a Half-Hourly Interval  $p$ , the Qualified BE is declared in the Commitment List under these mFRR-RR Terms and Conditions and a Bid is Submitted and Accepted on the Balancing Mechanism on this Half-Hourly Interval, in accordance with the conditions specified in Article 4;
- the Participant has reduced (or reset to zero) the power declared on the Qualified BE under these mFRR-RR Terms and Conditions on the Half-Hourly Interval  $p+1$ , following the Half-Hourly Interval  $p$ ;
- either no Bid is Submitted on the Half-Hourly Interval  $p+1$ , or the maximum power Submitted for the BE on the Half-Hourly Interval  $p+1$  is less than the power declared in the Commitment List by the Participant on the Half-Hourly Interval  $p$ ;



- the Activation Time of the BE plus the  $DO_{min}$  declared by the Participant in the Bid Usage Conditions for this BE implies that the activation continues on the Half-Hourly Interval  $p+1$ .

The Deactivation Time of the BE is equal to the end of the Half-Hourly Interval  $p$ , and applies Article 4.6.1.1.6.1 of Section 1 of the MA-RE Terms and Conditions "Bids Deactivated before the end of the Minimum Duration of Use", without any other formality.

When a Bid is Submitted for a BE on the Half-Hourly Interval  $p+1$  and with a power at least equal to the power declared in the Commitment List on the Half-Hourly Interval  $p$ , the remuneration of the Balancing operation is made in accordance with the provisions laid down in the MA-RE Terms and Conditions.



## 6 QUALIFICATION

The Participant must have obtained Qualification of a BE for it to be included in the Commitment List for the provision of a Commitment.

The list of Qualified BEs that may be offered by the Participant is given in Annexe 3. This list may only be modified under the conditions strictly defined within Article 6.2.

### 6.1 Characteristics of a Qualification

The information contained in the Qualification is as follows:

- The name of the BE;
- The Qualified Perimeter of the BE consisting of the identification of the Sites and the identification of the system operator to which the Site is directly or indirectly connected;
- The power declared for the Qualification,  $P_{\text{agr  e}}$ ;
- The declared DMO;
- The declared  $DO_{\text{max}}$ ;
- The declared  $DO_{\text{min}}$ ; and
- The Order Receiver.

The Qualified Perimeter of the BE must correspond to all the Sites making up the BE from the start of validity of the Qualification. Thus, in accordance with the provisions of Article 6.3, a Request for Qualification is required for the removal or addition of one or more Sites.

If one or more Sites of an Qualified BE are part of a certified Reserve Providing Group (RPG), it is the Participant's responsibility to ensure that the  $P_{\text{agr  e}}$  is feasible, including when Frequency Ancillary Services are scheduled on the RPG concerned, in accordance with the principle of exclusivity mentioned in Article 2.2.

A BE can only be subject to a single Qualification which is valid for a given period.

### 6.2 Obtaining Qualification

The Participant may apply for Qualification of a BE, in accordance with the provisions of Article 6.3. Qualification is obtained by adding the BE or modifying the BE's technical characteristics within Annexe 3. RTE Notifies the Participant of the updated Annexe 3. This amendment is effective on the 1st of the month following the Notification of the updated Annexe 3.

The amendment Annexe 3 can only be made by RTE and only under the conditions of this Article.

In particular, RTE may under no circumstances add Sites to the Qualified Perimeters of the Qualified BEs listed in Annexe 3 without the Participant having requested an amendment to an Qualification according to the terms of Article 6.3.3.

### 6.3 Qualification Procedure

The Qualification of a BE is granted on a declarative basis, in accordance with the conditions laid down below.



### 6.3.1 Prerequisites

Compliance with all the prerequisites defined in this Article is necessary for the Request for Qualification, as defined in Article 6.3.2 of this document, to be considered admissible by RTE:

- the Qualification applicant must be the holder of a mFRR-RR Participation Agreement;
- The Sites that make up the BE to be qualified are directly or indirectly connected to the public electricity transmission system.

### 6.3.2 Request for Qualification

The Request for Qualification is made by Notification, at the initiative of the Participant to RTE, of Annexe 4, duly and fully completed and signed by the Participant.

The receipt of an incomplete or non-compliant Request will not be taken into account by RTE and this rejection will be Notified to the Participant.

In order to be qualified, the BE or future BE must meet the following conditions:

- The declared Power for Qualification of the BE must be greater than or equal to 10 MW,
- The declared  $DO_{max}$  must be greater than or equal to 30 minutes,
- The declared  $DO_{min}$  must be less than or equal to 60 minutes,
- The declared  $DO_{max}$  must be over 5 minutes greater than the declared  $DO_{min}$ .

In order for a BE to be Qualified for manual Frequency Restoration Reserve, the DMO declared in the Request for Qualification must be less than or equal to thirteen (13) minutes.

In order for a BE to be Qualified for Replacement Reserve, the DMO declared in the Request for Qualification must be less than or equal to thirty (30) minutes.

For a given BE for which the Participant has made a Request for Qualification, RTE shall Notify the Applicant of the Annexe 3 or its update, in accordance with the procedures described in Article 6.2, within five (5) Business Days following receipt of the Request for Qualification by RTE.

The Participant may not make a second Request for Qualification concerning the same BE until RTE has Notified the outcome of the first procedure. In particular, the Participant may not make two concurrent Requests for Qualification for the same BE.

### 6.3.3 Conditions applicable to new Requests for Qualification for a BE

For a given BE, a Participant may make only one Request for Qualification per calendar month, whether it be an initial request or an amendment to an existing Qualification.

In accordance with the provisions of Article 6.6, any new Request for Qualification for at least one Site subject to a pending suspension shall not take effect until the end of the suspension period.

Any new Request for Qualification accepted on a previously Qualified BE and modifying a characteristic of the Qualification other than  $DO_{min}$  will be considered as a new Qualification, and will reset the number of tests provided for in Article 6.4.

The amendment of the list of Qualified BEs is made in accordance with the procedures of 6.2 Article.



## 6.4 Tests

RTE reserves the right to request a test be conducted, as long as the Qualified BE is proposed in a Commitment List and within the limit of three (3) tests per year and per Qualified BE.

The Participant with one or more Qualified BE(s) commits to meeting RTE's test requests.

This test takes the form of a request for activation of a Specific Upward Bid on the Balancing Mechanism for a BE offered in the Commitment List, following the submission of an Bid in accordance with the terms of Article 4.3.

The Participant will only be informed after the activation of the Bid on the Balancing Mechanism that the latter arose from a test and will be Notified no later than fifteen (15) Business Days after the activation test. In this case, the activation is remunerated at the Marginal Balancing Price, as defined in Article 4.10.1.5 of the MA-RE Terms and Conditions, and not at the Participant's proposed Upward Bid Price.

The test covers the minimum value between the maximum power offered on the Balancing Mechanism and the power qualified for the BE and mentioned in Annexe 3.

The duration of a test is limited to the qualified  $DO_{max}$ .

The compliance of a test is assessed against the criteria laid down in Article 8.3.1. When the test is declared to have Failed, it is a BE Qualification-related Failure, which results in the suspension of the Qualification and the application of an Exclusion Period under the conditions laid down in Article 6.6.

## 6.5 Activations of the Qualified BE on the Balancing Mechanism

During a Day, any activation on the Balancing Mechanism of an Qualified BE made available in a Commitment List that shows a failure in execution according to the criteria laid down in Article 8.3.1 shall be considered as a Failure relating to the BE Qualification.

A BE Qualification-related Failure results in the suspension of the Qualification and the application of an Exclusion Period under the conditions laid down in Article 6.6.

For each Qualified BE and the Sites making it up, RTE keeps count of the number of Qualification-related Failures.

## 6.6 Suspension of Qualification and Exclusion Period

The Qualification of a BE is suspended by RTE in the event of a BE Qualification-related Failure as defined in Article 6.5.

The Qualification of a BE shall also be suspended in the event that the Participant has not updated an Qualification following a change in the perimeter of an Qualified BE or in the event of failure to make the Observability available in accordance with Article 6.7.

The suspension of Qualification results in the Participant's inability to employ a BE with suspended Qualification or the Sites making it up to cover a Commitment during the Exclusion Period.

The Exclusion Period is defined as follows:

- For the first Qualification-related Failure, the Exclusion Period is one (1) month;
- For the second Qualification-related Failure, the Exclusion Period is three (3) months;
- For the third Qualification-related Failure, the Exclusion Period is six (6) months;
- For the next Qualification-related Failures, the Exclusion Period is also six (6) months.



If several failed activations under the criteria in Article 8.3.1 occur on the same Day that an Qualified BE is committed under a Commitment List, only one Qualification-related Failure is counted.

The suspension of the BE is done by Notification to the Participant.

The suspension shall be effective from the 1st day of the month following the Notification of the Qualification-related Failure, with no other formality being required.

When the suspension results from a failure to update an Qualification as a result of a change in the perimeter of a BE or from a failure to make the Observability available, the suspension will be effective immediately and will terminate as soon as the Participant resolves this situation.

In the event that several Qualification-related Failures occur in the same calendar month, the exclusion periods overlap. For example, for a given Qualified BE, if a first Qualification-related Failure occurs in month M and a second Qualification-related Failure occurs in this same month M, a three (3) month suspension will be applied from the 1st of the month following the Notification of the two (2) Failures. In the event that an Qualified BE has successfully completed at least three (3) consecutive activations on the Balancing Mechanism at a power greater than or equal to the qualified power  $P_{agrée}$  in accordance with the criteria set out in Article 8.3.1 and provided that the Bids made on the Balancing Mechanism comply with the conditions of Article 4.4.2, the Qualification-related Failure counter of this BE will be reset to zero. Thus, the next Failure relating to this BE's Qualification will be considered as the first Qualification-related Failure. It is the Participant's responsibility to justify these three (3) successful activations to RTE in order for the BE's Qualification Failure counter to be reset. Resetting the Qualification-related Failure counter only applies at the end of the current Exclusion Period, if relevant.

The Request to reset the Qualification-related Failure counter is made by Notification of the duly completed and signed Annexe 5 from the Participant to RTE.

The receipt of an incomplete or non-compliant Request will not be taken into account by RTE and this rejection will be Notified to the Participant. In the event that the three (3) activations Notified in Annexe 5 do not comply with the criteria provided for in Article 8.3.1 and/or if the Bids submitted on the Balancing Mechanism for these activations do not comply with the conditions of Article 4.4.2, the Participant will not be able to request a reset to zero of the Qualification-related Failure counter of the BE concerned or the sites that compose it for a period of three (3) months from the Notification of the rejection by RTE.

For a given Participant, the Qualification-related Failure counter is specific to each Site that makes up its Qualified BE perimeter. Thus, in the event that a Participant rebuilds the perimeter of an Qualified BE from Sites with an Qualification-related Failure counter of different values, RTE will take as reference for the accounting of Failures relating to the Qualification of this BE, the highest count of the Sites that make up this BE.

## **6.7 Providing Observability for an Qualified BE**

In the event of non-compliance with the obligation specified in Article 2.3 of making the Observability available or in the event of difficulty in implementing Observability by the Participant, the Participant shall propose to RTE a time frame for implementation of Observability, not exceeding three (3) months. At the end of this period, the Qualification of non-Observable BEs is suspended until the actual availability of the Observability of the BE concerned.





## 7 RESERVE EXCHANGE

### 7.1 Principle

The Reserve Exchange is Notified to RTE in the form of a Reserve Exchange Notification (NER), providing the terms of this Article are met.

The Assignor Participant transfers power quantities of a Commitment Type (specified by the NER) to the Purchaser Participant. When the NER is accepted, the Initial Commitments of the Assignor Participant are reduced by the amount of the accepted NERs.

The Purchaser Participant is the Participant who will be required to make the manual Frequency Restoration Reserve or Replacement Reserve available to RTE under its Additional Commitments. When the NER is accepted, the amount of NERs accepted is added to the Purchaser Participant's Additional Commitments.

If several NERs are received by RTE relating to the same Assignor Participant, Purchaser Participant, Delivery Day and Commitment Type, only the last accepted NER is taken into account in such a way that the exchanged power values of the different NERs are not added but are substituted).

NERs cannot be cancelled by Participants once Notified to RTE.

An NER is considered Accepted when the following cumulative conditions are met:

1. the NER is Notified to RTE according to the set of rules in Article 7.2;
2. the power Time Series of the NER contains only positive or zero integers;
3. the NER is one or more Additional Commitments of the Purchaser Participant;
4. the Purchaser Participant:
  - has a mFRR-RR Participation Agreement entered into with RTE and is valid on the day D of delivery of the NER (the name of the Participant is published on the RTE Service Portal: <https://www.services-rte.com/fr/home.html>),
  - has Qualified BEs with technical characteristics sufficient to honour (without exchanging again) all of its Initial Commitments, if it has any, and Additional Commitments after Acceptance of the NER.

In the event one of these conditions is not met and only in this event, the NER is rejected. In this case, RTE Notifies the Purchaser Participant and the Assignor Participant of the refusal.

The Notification of rejection by RTE may be sent after the NER delivery date.

### 7.2 Procedure for transmission of NERs to RTE

NERs are Notified to RTE by means of a dedicated application whose implementation guide is published on the RTE website. The process for submitting and accepting NERs implemented within the above-mentioned dedicated application is described in Article 7.2.1.

In case of unavailability of the dedicated application, the Participant must send the NER to RTE by email according to the procedures described in Article 7.2.2.



### 7.2.1 Nominal procedure for transmission of NERs to RTE

The Assignor Participant and the Purchaser Participant each transmit the following information to RTE through a dedicated application:

- i. the identity of the Assignor Participant;
- ii. the identity of the Purchaser Participant;
- iii. the Delivery Day concerned;
- iv. The Commitment Type for which the exchange is made (including DMO and DMax information);
- v. the start time of the reserve exchange;
- vi. the end time of the reserve exchange;
- vii. the power exchanged (whole MW).

An NER is considered accepted when the following cumulative conditions are met:

- The Assignor Participant and the Purchaser Participant have provided the above detailed information in accordance with the technical terms and conditions compliant with the dedicated application Implementation Guide;
- the information transmitted by each of the market participants is exactly the same;
- the start time of the reserve exchange is strictly after the time of reception of the last file by RTE;
- the conditions of Article 7.1 of the mFRR-RR Terms and Conditions are met.

The technical procedures for the constitution and transmission of NERs as well as information on the status of the requests are detailed in the implementation guide of the dedicated application. Failure to comply with these terms and conditions will mean the NER is considered invalid.

### 7.2.2 Procedures for transmission of NERs in case of unavailability of the dedicated application

The Assignor Participant Notifies the NER with an identical email to the RTE operational contact for the Reserve Exchange Notification mentioned in Annexe 2, to the operational contact of the Purchaser Participant, and to [marketservices@rte-france.com](mailto:marketservices@rte-france.com). For all NERs transmitted after the System Access Deadline on the Business Day preceding the day the exchange relates to, the Participant also Notifies the exchange to the RTE real-time operational contact identified in Annexe 2.

The NER follows the format in Annexe 8 and is co-signed by the Assignor Participant and the Purchaser Participant.



## 8 FAILURES AND PENALTIES

If the Participant does not fulfil the obligations under these mFRR-RR Terms and Conditions, and in particular if the Participant does not comply with the obligations under Article 4, then the Participant shall be subject to penalties which may differ depending on the type of Failure.

Penalties are automatically applicable with no formality other than the billing of these to the Participant.

The penalties set out in the MA-RE Terms and Conditions apply automatically, regardless of the penalties applied under the mFRR-RR Terms and Conditions.

As Penalties are final, no additional compensation may be claimed by RTE. Penalties resulting from different cases are accumulated, unless otherwise stated.

It is specified that under the mFRR-RR Terms and Conditions, when a failure is caused by the execution of an Upstream Framework Agreement D-1 entered into with RTE, then the penalty or penalties provided for in these mFRR-RR Terms and Conditions relating to that failure is/are not due.

### 8.1 Definition of the base penalty

The base penalty ( $Pénalité_{base}$ ) referred to in the following articles is defined as follows for a Half-Hourly Interval:

$$Pénalité_{base} = C \times \frac{\max(\text{Prix Marginal } (\text{€/MW/h}); \text{Spot})}{2}$$

where:

- the coefficient C is 1.35;
- the term Spot is the Reference Spot Price on the Half-Hourly Interval on which the Failure is found;
- the term Prix Marginal (€/MW/h) corresponds to the marginal price associated with a Commitment divided by the number of hours expected over the corresponding Availability Period. In the event of a Commitment which is also subject to day-ahead contracting, the term "Prix Marginal" is calculated from the mean of the marginal prices associated with this Commitment, weighted by the total volumes contracted by RTE on the annual tender (after taking into account any revisions of Commitments) and day-ahead calls for tender.

### 8.2 Declared Failure

#### 8.2.1 Declared Failure prior to the System Access Deadline

If the Participant Notifies RTE before the D-1 System Access Deadline, of a Failure for the day D, specifying the Commitment Types that the Participant is unable to honour, and for each of the Commitment Types concerned, the power and Half-Hourly Intervals concerned, then the Participant is in Failure.

For a Failure declared prior to the System Access Deadline, the power considered as a failed power is the sum of the powers declared by the Participant for the Commitments is unable to fulfil.

For each Failure declared by the Participant prior to the System Access Deadline, the following penalty ( $Pénalité_{pas\ demi\ horaire}$ ) applies for each Half-Hourly Interval concerned:



$$P\acute{e}nalit\acute{e}_{pas\ demi\ horaire} = P_{d\acute{e}faillante} \times 80\% P\acute{e}nalit\acute{e}_{base}$$

Where  $P_{d\acute{e}faillante}$  is the power considered to have failed under the terms of this Article.

When a Failure is declared prior to the System Access Deadline, no additional penalty is applied to the failed declared power.

### 8.2.2 Failures concerning declarations at the System Access Deadline

A Declaration at System Access Deadline type Failure occurs if:

- the Participant has not declared a Commitment List for Day D within the time specified in Article 4.2.2: In this case, the failed power is equal to the maximum value, on the Half-Hourly Intervals of Day D, of the sum of the Participant's Commitments; and/or
- the Participant has not Submitted all or part of the Upward Bids relating to the BE declared in the Commitment List for Day D, in accordance with the terms set out in Article 4.3.1. In this case, the failed power is equal to the sum of the maximum powers declared for the BE in the Commitment List and for which the Bids Submitted on D-1 at the System Access Deadline are missing in relation to the declarations in the Commitment List.

The failed power is calculated on the basis of the information available to RTE at the System Access Deadline on D-1 for Day D.

For Day D and for each failed power, constituting a Failure in the declaration at the System Access Deadline, calculated on the basis of the information available to RTE at the System Access Deadline on D-1 for Day D, the Participant is liable for a penalty equal to:

$$P\acute{e}nalit\acute{e}_J = 15\text{€}/MW \times P_{d\acute{e}faillante}$$

Where

- J : jour J (day J)
- $P_{d\acute{e}faillante}$  is the power considered to have failed under the terms of this Article.

### 8.2.3 Reporting format error failures

If RTE finds that the declared Commitment List does not comply with the terms of Annexe 7 or finds an error in the format of Upward Bids, the Participant is liable for a lump sum penalty equal to five hundred euros (500 €).

### 8.2.4 Failures in terms of the Compliance of the Commitment List and/or the Submission of Bids not compliant with the Commitment List

#### 8.2.4.1 Failure in terms of Commitment List Compliance

For the Half-Hourly Interval p, the following case constitutes a Failure in terms of Commitment List compliance: The last Commitment List declared by the Participant for a Half-Hourly Interval p does not meet the conditions specified in Article 4.4.1 on this Half-Hourly Interval.

The power considered to have Failed is the sum of the missing powers for the Commitment List to comply in accordance with the provisions specified in Article 4.4.1.



When the Failure is related to the BE not having Qualification,  $NB\_BLOCS_{LE,EDA}$ ,  $NB\_ALEAS_{LE,EDA}$  and/or DMO, the Failed power is the power declared by the market participant in the Commitment List  $P_{LE,EDA,p}$  for the corresponding BE.

#### 8.2.4.2 Failure in terms of the Submission of Bids not compliant with the Commitment List

For each Half-Hourly Interval  $p$ , the following situations are considered as Failures corresponding to a Bid Submission that does not conform to the Commitment List:

- The Bids submitted by the Participant do not correspond to the conditions specified in Article 4.4.2;
- for the BEs referred to in Article 4.4.2.1, the Bids Submitted by the Participant do not meet the conditions specified in the above Article;
- the Participant does not Submit Upward Bids on one or more of the BE(s) declared in the Commitment List.

The power considered to be in Failure is the sum of the powers missing in order for the Bids submitted by the Participant to conform to the Commitment List. The power is considered failed following all the redeclaration gate closures of the Balancing Mechanism taken into account for the Half-Hourly Interval  $p$  considered.

For the BE concerned by the failure:

- when the Failure concerns the offered power: the Failed power is  $P_{défaillante} = P_{LE,EDA,p} - P_{MA,EDA,p}$  with  $P_{MA,EDA,p}$  the power Submitted by the Participant for the BE;
- when the Failure concerns  $E_{max}$ , it is considered a Failed power equal to  $P_{défaillante} = P_{LE,EDA,p} - E_{max} / \left( \frac{1}{2} \times NB_{BLOCS_{LE,EDA}} \times NB_{ALEAS_{LE,EDA}} \right)$ ;
- when the other Bid Usage Conditions (in particular  $DO_{max}$ ,  $DO_{min}$ , DMO,  $NB_{activations}$ ) do not comply with the conditions specified in Article 4.4.2, the Failed power is the power  $P_{LE,EDA,p}$  declared by the market participant in the Commitment List for the corresponding BE.

#### 8.2.4.3 Applicable penalty formula

For all of the failed powers in terms of Commitment List Compliance and/or to the Submission of Bids which do not conform to the Commitment List, the following penalty applies for each Half-Hourly Interval concerned:

$$Pénalité_{pas\ demi\ horaire} = P_{défaillante} \times Pénalité_{base}$$



### 8.2.5 Failure to Submit Bids at $DO_{min}$ 15 minutes

If one or more BEs declared in the Commitment List are declared and Submitted to meet a 13120C or 30090C Commitment Type (for which the Participant has committed to offer a  $DO_{min}$  of fifteen (15) minutes or less), RTE considers a Failure to Submit Bids at  $DO_{min}$  15 minutes in substitution of a Failure in terms of the Submission of Bids not compliant with the Commitment List, if the  $DO_{min}$  is the only characteristic which may lead to a Failure in terms of the Submission of Bids not compliant with the Commitment List and provided that the  $DO_{min}$  meets at least the characteristics laid down in Article 4.4.2 for a Commitment Type 13120 or 30090.

The failed power is equal to the power declared in the Commitment List for the BEs offered for the purpose of meeting the Commitments with  $DO_{min}$  less than or equal to fifteen (15) minutes.

The Participant may Notify RTE of a request to convert a Commitment for which the Commitment Type provides for a  $DO_{min}$  less than or equal to fifteen (15) minutes (Type 13120C and 30090C) into a Commitment with no  $DO_{min}$  less than or equal to fifteen (15) minutes (Type 13120 and 30090), with a view to transferring it to another Balancing Service Provider in accordance with the procedures described in Article 2.5. This conversion will take effect from the date of the abovementioned Notification and will constitute a Failure under this Article.

For each Day D in which a Failure relating to the Absence of Submission of Bids at  $DO_{min}$  15 minutes is found, the Participant is liable for a daily penalty equal to:

$$Pénalité_{jour J} = P_{défaillante} \times 10 \text{ €/MW}$$

Where:

- J : jour J (day J)
- $P_{défaillante}$ , the power considered to have failed under the terms of this Article.

### 8.2.6 Failure related to stock redeclaration

RTE notes a Failure related to stock redeclaration when:

- the Participant transmits, for day D, a Commitment List offering BE i with no stock constraint ( $NB_{ALEAS_{LE,EDA_x}} = -1$ ); and
- the Participant makes a redeclaration of its Commitment List in the course of Day D indicating that BE i has a stock constraint ( $NB_{ALEAS_{LE,EDA_x}} = 1$  ou  $2$ ); and
- the remaining stock at the redeclaration time of the Commitment List does not provide the means to cover the Commitments of the Participant, i.e. the maximum upward energy offered for balancing by the BE, minus, where applicable, the volumes already activated by RTE for this BE for the day prior to the redeclaration time of the Commitment List, is less than the energy made available in the Commitment List for this BE.

For an implicit type BE, this means that the Bid Usage Conditions submitted for this BE meet the following criterion:

$$E_{max} - \sum_{p \in J} \frac{PA(p)}{2} < \max \left( \left\{ \sum_i P_{LE,EDA_x,p,i} \right\}_{p \in J} \right) \times NB_{ALEAS} \times \max \left( 30 \text{ minutes} \times NB_{BLOCS}; DO_{min} \right) + Volume \text{ Activé}_{EDA_x}$$

with:



- J : jour J (day J)
- $P_{LE,EDA x,p,i}$  corresponding to the declared power for Half-Hourly Interval p for the BE x and for Commitment Type i;
- NB\_BLOCS, the parameter corresponding to the BE's commitment over time and stated by the Participant in the Commitment List, for each BE and for each Commitment Type i and when the BE is used to cover several Commitment Types, the value used is the maximum value of the NB\_BLOCS declared for the Commitment Types related to the BE;
- NB\_ALEAS the parameter corresponding to the BE's commitment to cover 1 or 2 incidents and when the BE is used to cover several Commitments, the value used is the maximum value of the NB\_ALEAS declared for the BE-related Commitment;
- PA(p), the Forecast Dispatch Schedule of the BE when the BE is made up of a Scheduling Entity and makes Implicit type Bids on the BM. By convention, PA(p)=0 for BEs submitting Explicit type Bids;
- *Volume Activé*<sub>EDA x</sub>, the volume Activated by RTE on BE x on day D prior to the redeclaration time of the abovementioned Commitment List.

The failed power is equal to the power declared in the Commitment List for the BE concerned:  
 $P_{LE,EDA x,p,i}$ .

For each Failure relating to the redeclaration of stock, the following penalty applies for all Half-Hourly Intervals between the time of redeclaration of the Commitment List and the end of the day concerned:

$$Pénalité_{pas\ demi\ horaire} = P_{défaillante} \times Pénalité_{base}$$

Where  $P_{défaillante}$  is the power considered to have failed under the terms of this Article.

### 8.2.7 Special case of Failures declared related to a Technical Incident

For a day D, the provisions of this Article apply only when the time limit for an amendment of the Initial Commitments under Article 2.4 for that day D is exceeded.

The following situations can be considered Technical Incidents (exhaustive list):

- exceptional and impromptu failure of a technical device located on a Site constituting the capacities committed under these mFRR-RR Terms and Conditions, and directly required for the implementation of the Balancing operation, resulting in the unavailability of an Qualified BE that cannot be technically compensated by the commitment of another Qualified BE within the Participant's portfolio or the Reserve Exchange between Participants;
- exceptional and impromptu failure of a technical system belonging to the chain of transmission of the Balancing Orders of the Balancing Service Provider to the Site(s), and directly required for the implementation of the Balancing operation, resulting in the unavailability of an Qualified BE that cannot be technically compensated by the commitment of another Qualified BE within the Participant's portfolio or the Reserve Exchange between Participants;
- of a strike at all or part of the Sites constituting the committed capacities and leading to unavailability of an Qualified BE which cannot be technically compensated by the commitment of another Qualified BE within the Participant's portfolio or the Reserve Exchange between Participants.



Notably excluded from the definition of Technical Incident are situations of:

- economic arbitration of any kind, in particular: production for the market, optimisation of the industrial production plan leading to a reduced level of consumption, use of the means necessary for Balancing operations for industrial production purposes preventing the availability of the committed capacities;
- failure of the Qualification procedure;
- regular maintenance operations;
- adverse weather conditions;
- recurrent failures of the technical framework needed to implement the Balancing operation.

The Participant must Notify the RTE account manager of the occurrence of this Technical Incident. In addition, the Participant must Notify this Technical Incident to the RTE real-time operational contact designated in Annex 1 if this Technical Incident has consequences on the availability of the capacities committed on the Day during which the Participant Notifies the Technical Incident. The Notification must contain the nature and consequences of the Technical Incident on the availability of capacities committed under these mFRR-RR Terms and Conditions. If necessary, RTE will ask the Participant to provide proof of the nature and consequences of the Technical Incident.

RTE may recognise the status of Technical Incident based on these elements, and on the definition given in this Article. If the Technical Incident is recognised by RTE, for any Failure declared prior to the System Access Deadline related to the Technical Incident and/or any Failure relating to the Conformity of the Commitment List related to the Technical Incident, the following penalty applies for each Half-Hourly Interval concerned:

$$P_{\text{penalite pas demi horaire}} = P_{\text{defaillante}} \times 4 \times \text{Prix Marginal}_{J,i}$$

where  $\text{Prix Marginal}_{J,i}$  is the Marginal Price of day D for Commitment Type i brought to the Half-Hourly Interval concerned calculated in accordance with Article 8.1. In this case, this penalty is in lieu of the penalties set out in Articles 8.2.1 and 8.2.4 for the Failure in terms of compliance with the Commitment List.

For other types of Failures, the general terms and conditions of the Article 8 shall apply.

## 8.3 Failure found

### 8.3.1 Failure of the activation of a BE declared in the Commitment List

For each Half-Hourly Interval of day D on which at least one activation of a Activation of a Specific Upward Balancing Bid takes place, the following situations constitute a Failure of the activation of a BE declared in the Commitment List:

- 1° RTE cannot reach the Order Receiver either on the main communication channel or on the backup one: the failing power is the sum of  $P_{LE,EDA,p}$  the BEs committed in the Commitment List on the Half-Hourly Interval p and whose Order Receiver is the person RTE could not reach;
- 2° the Order Receiver of an Activated BE refuses to execute a Balancing Order (whether the Order is transmitted by the TAO Technical System or by telephone): the Failed power is  $P_{LE,EDA,p}$ ;

3° before the M' date set in the MA-RE Terms and Conditions, the calculation of Balancing Energy Imbalances (EA, in MWh) over period P within the BE's Control Period shows on a given 5-minute interval (noted u), at least one negative Balancing Energy Imbalance (EAn) greater than the maximum of the following 2 values: 10% of the Theoretical Expected Volume on this interval or 5 MW.

In this case, the Failed Power corresponds on a Half-Hourly Interval p of the period P within the Control Period to the mean of the absolute value of the negative Balancing energy imbalances found divided by 5/60, without exceeding  $P_{LE,EDA,p}$ .

Thus, for each 5-minute interval u of period P within the Control Period, if  $EAn_u > \max(10\% VA_{tH}(u); 5 \text{ MW} * 5/60)$ , where  $VA_{tH}(u)$  is the BE's upward Theoretical Expected Volume established by RTE, then:

$$P_{défaillante,p \in P} = \min(P_{LE,EDA,p}; Moyenne_{u \in p} \left( \frac{|EAn_u|}{\frac{5}{60}} \right))$$

with:

- P the period consisting of the 5-minute intervals within the BE Control Period excluding:
  - o the 5-minute intervals included in and preceding the 10-minute intervals containing the Activation Time;
  - o The 5-minute intervals included in and following the 10-minute intervals containing the Deactivation Time.

4° from date M' defined in MA-RE Terms and Conditions, the calculation of the Balancing Energy Imbalances (EA, in MWh) over period P within the BE's Control Period shows on a given 5-minute step (noted u), at least:

- o one positive Balancing Energy Imbalance (EAp) greater than the maximum of the following 2 values: 40 % of the Theoretical Expected Volume on this interval or 5 MW;
- o or a negative Balancing Energy Imbalance (EAn) greater than the maximum of the following 2 values: 10% the Theoretical Expected Volume on this interval or 5 MW.

In this case:

- o the Failed Power corresponds on a Half-Hourly Interval p of the period P within the Control Period to the mean of the absolute value of the negative Balancing energy imbalances divided by 5/60, without exceeding  $P_{LE,EDA,p}$ .

Thus, for each 5-minute interval u of period P within the Control Period, if  $EAn_u > \max(10\% VA_{tH}(u); 5 \text{ MW} * 5/60)$ , where  $VA_{tH}(u)$  is the BE's upward Theoretical Expected Volume established by RTE, then:

$$P_{défaillante,p \in Plage \text{ de contrôle}} = \min(P_{LE,EDA,p}; Moyenne_{u \in p} \left( \frac{|EAn_u|}{\frac{5}{60}} \right))$$



The Failed power on a Half-Hourly Interval  $p$  of period  $P$  within the Control Period is considered zero for a positive Balancing Energy Imbalance. However, although the Failed Power is considered to be zero, RTE counts an Qualification-related Failure if  $EAp_u > \max(40\% VAt_H(u); 5 \text{ MW} * 5/60)$ , where  $VAt_H$  corresponds to the Upward Theoretical Expected Volume of the BE established by RTE.

with:

- $P$  the period consisting of the 5-minute intervals within the BE Control Period excluding:
  - o the 5-minute intervals included in and preceding the 10-minute intervals containing the Activation Time;
  - o The 5-minute intervals included in and following the 10-minute intervals containing the Deactivation Time.

As a reminder, if the Order Receiver sends a Final Dispatch Schedule which does not meet the conditions of Article 5.1, the Theoretical Final Dispatch Schedule established by RTE cannot be replaced by the Final Dispatch Schedule transmitted by the Order Receiver.

- 5° the Participant informs of a Failure while RTE has initiated communication for the implementation of the Balancing Order: The Failed power is  $P_{LE,EDA,p}$ , with  $P_{LE,EDA,p}$  the sum of the powers declared by the Participant in the Commitment List for all the Commitments and for this BE, for the Half-Hourly Interval  $p$ .

If RTE was unable to reach the Order Receiver or the Order Receiver rejected the balancing operation, RTE will consider that the Balancing Order relating to the BE would have lasted the duration for which the Participant had committed itself in the Commitment List for the BE. The number of failed Half-Hourly Intervals is the number of Half-Hourly Intervals for that duration.

If the activation Order is transmitted by the TAO Technical System and the Order Receiver does not carry out screening during the period during which the order is made available to the Order Receiver, this does not constitute a Failure relating to the activation of a BE declared in the Commitment List. If a Failure related to the performances of the TAO interface system is found in accordance with Article 8.3.2, then these situations are the subject of a Penalty under Article 8.3.2. The power and the Failure time are those of the Order Activated by RTE.

For each Half-Hourly Intervals concerned by a BE activation Failure reported in the Commitment List, the Participant is liable for a penalty equal to:

$$P_{\text{penalite}}_{30 \text{ min}} = P_{\text{defaillante}} \times (P_{\text{penalite}}_{\text{base}} + \max(0 ; PME))$$

with:

- $P_{\text{defaillante}}$ , the failed power, rounded to the highest MW;
- PME: corresponds to the Marginal Balancing Price as defined in 4.10.1.5 of Section 1 of the MA-RE Terms and Conditions and applicable to the Half-Hourly Interval on which the Failure is found.

For a Day, the Half-Hourly Intervals that may be penalised under this Article are the  $NB_{ALEA} \times NB_{BLOCS}$  first Half-Hourly Intervals on which there is a Failure related to activation.



When a BE is declared in the Commitment List for several Commitment Types, the  $P_{défaillante}$  and the  $Pénalité_{base}$  are calculated pro-rata for each Commitment on each of the Half-Hourly Intervals on which an activation-related Failure is observed.

### 8.3.2 Failure to comply with the requirements relating to the technical systems of Order Receivers

If for one or more of the Order Receivers relating to Qualified BEs listed in Annexe 3, the Participant fails to meet the performance requirements of the TAO interface system put in place by the Participant as specified in Article 5, a Failure related to the performance of the TAO interface system is found.

When a failure relating to the performance of the TAO interface system is found by RTE, the following penalties apply:

A penalty is charged for all of the days where RTE has noted periods without screening, greater than 1 minute and for which BEs associated with the Order Receiver at fault are declared in the Commitment List. This penalty is equal to:

$$Pénalité_J = \sum_{EDA \text{ associée au RO},i} Puissance \text{ déclarée pour le type d'engagement } n^oi \times 0,5 \times PrixMarginal_{J,i}$$

where

- J : jour J (day J)
- *Puissance déclarée pour le type d'engagement n<sup>oi</sup>* : Power declared for the Commitment Type *i*
- *Prix Marginal<sub>J,i</sub>* is the Marginal Price for Commitment Type *i* for day J as set out in Article 8.1.

A penalty is charged for all BE activation requests associated with the Order Receiver and declared in the Commitment List and which could not be achieved due to the technical failure of the M2M technical system put in place by the Participant. This penalty is equal to the penalty provided for in Article 8.3.1.



## 9 INVOICING

### 9.1 Invoicing conditions

#### 9.1.1 Invoicing for the Fixed Premium

The Participant establishes monthly for RTE:

- an invoice for the Initial Commitments resulting from the annual call for tenders.
- and another invoice, where relevant, for the Initial Commitments resulting from the day-ahead call for tenders.

The invoice amount is the Fixed Premium associated with the Participant's Initial Commitments for the month in question.

Each invoice for month M is sent after the 1st of month M+1 and before the last day of month M+1.

The invoices are drawn up in two (2) copies and transmitted to the RTE accounting service, at the RTE billing address defined in the mFRR-RR Participation Agreement.

Any invoice which does not contain the legal information, and in particular those mentioned in Article L.4441-3 of the French Commercial Code, shall be returned to the Participant.

#### 9.1.2 Billing of penalties issued by RTE

##### *9.1.2.1 Invoice in application of Article 8*

The penalties defined in these mFRR-RR Terms and Conditions due by the Participant for a month M is subject to an invoice drawn up by RTE and transmitted to the Participant. RTE sends an invoice, at the earliest, in M+1.

RTE transmits the invoice in two (2) copies to the Participant at the billing address defined in the mFRR-RR Participation Agreement.

The load reduction check penalties applied in accordance with Section 1 of the MA-RE Terms and Conditions remain invoiced in accordance with the terms of the MA-RE Terms and Conditions.

##### *9.1.2.2 Invoice in case of Changes in the Commitments at the request of the Participant*

The penalty for changes to the Initial Commitments defined in Article 2.4 shall be subject to an invoice drawn up by RTE and transmitted to the Participant within one month of the revision of the Commitments.

##### *9.1.2.3 Invoice in the event of Termination*

The penalty for the termination of the mFRR-RR Participation Agreement as defined in Article 1.3 is subject to an invoice issued by RTE and transmitted to the Participant within one month of the termination of the mFRR-RR Participation Agreement.



## **9.2 Payment terms**

### **9.2.1 Payment of invoices by RTE**

The payment of invoices shall be made by RTE within thirty (30) days from the date of issue by the Participant, by bank transfer, the details of which are specified in the mFRR-RR Participation Agreement.

Any fees charged by RTE's bank are borne by the latter. RTE is also required to attach the references of the invoice issued by the Participant to each payment.

### **9.2.2 Payment of invoices by the Participant**

The Participant settles RTE's invoices within thirty (30) days from the date of issue by RTE, by bank transfer, the details of which are specified in the mFRR-RR Participation Agreement.

The load reduction check penalties applied in accordance with Article 4.6.2.9.3 of Section 1 of the MA-RE Terms and Conditions are paid by the Balancing Service Provider in accordance with the terms of the MA-RE Terms and Conditions.

The Participant pays any charges debited by its bank. The Participant is required to attach the references of the invoice issued by RTE to each payment.

The Participant must check with its bank that the transfer order for payment of a given invoice states the invoice number issued by RTE in the "Reasons for Payment" field. If no such indication is included, this implies a manual identification by RTE of the transfers arriving on its account. Any manual identification will entitle RTE to the invoicing of a flat fee of one hundred and forty euros (140 €).

### **9.2.3 Penalties for late payments**

In the event of failure to pay the sums owed by one of the Parties in full and within the deadlines stipulated in Articles 9.2.1 and 9.2.2, the sums due are subject to, and without prior formal notice, penalties calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points.

This interest is calculated from the payment due date up to the date of actual payment of the invoice.

Pursuant to Articles L. 441-10 and D. 441-5 of the French Commercial Code, in the event of failure by one of the parties to pay in full before the deadline stated in Article 9.2, a set fee of 40 Euros (40 €) is added to this amount, charged to the debtor.



## **Annexe 1. PARTICIPATION AGREEMENT IN THE MANUAL FREQUENCY RESTORATION AND REPLACEMENT RESERVE TERMS AND CONDITIONS**

[Participant No. \_\_\_\_ ]

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 adhere to the manual Frequency Restoration and Replacement Reserve Terms and Conditions.

For this purpose, the Parties have decided and agreed upon the following:

#### **1. Definitions**

All words or phrases used in this mFRR-RR Participation Agreement and which begin with upper case letters have the meanings attributed to them in Article Definitions of the mFRR-RR Terms and Conditions.

#### **2. Purpose and scope of the contract**

By signing this mFRR-RR Participation Agreement, the Participant agrees to participate in the provision of manual Frequency Restoration Reserve or Replacement Reserve, and declares that it has full knowledge of the mFRR-RR Terms and Conditions, which can be freely consulted on the RTE website. In this sense, the Participant agrees to comply with all the provisions set out in the mFRR-RR Terms and Conditions.



This mFRR-RR Participation Agreement applies to the MA-RE Terms and Conditions, the provisions of which fully apply to this mFRR-RR Participation Agreement, which the Participant acknowledges having read and understood.

The contract documents binding on the Parties are as following, in order of precedence:

- the provisions of the mFRR-RR Terms and Conditions and their Annexes;
- the current MA-RE Terms and Conditions, in particular the Participation Agreement as a Balancing Service Provider and the technical agreement(s) entered into between RTE and the Balancing Service Provider, except for the definitions given in the mFRR-RR Terms and Conditions which will prevail over those given in the MA-RE Terms and Conditions and notwithstanding any other provision to the contrary in the mFRR-RR Terms and Conditions;
- the current Frequency Ancillary Services Terms and Conditions where applicable, including the Frequency Ancillary Services Terms and Conditions Participation Agreement;
- The tender regulation of the additional call for tenders;
- the IS Terms and Conditions relating to the MA- RE Terms and Conditions;
- the IS Terms and Conditions relating to the RACOON platform;
- The IS implementation guide for reserve exchange;
- Tender regulation of the annual call for tenders;
- The annexes concerning observability are available on the RTE website.

These documents form the exclusivity and entirety of the agreement between the Parties for the provision of manual Frequency Restoration Reserve and/or Replacement Reserve under the mechanism described in the mFRR-RR Terms and Conditions.

### 3. Invoicing

	THE PARTICIPANT	RTE.
Address to be stated on invoices	<p>_____</p> <p>_____</p> <p>_____</p> <p>Tel: _____</p> <p>Mobile: _____</p> <p>Fax: _____</p> <p>Email: _____@_____</p>	<p>RTE – Réseau de transport d’électricité</p> <p>LAD FACTURES</p> <p>TSA 50010</p> <p>78457 VELIZY VILLACOUBLAY</p> <p>CEDEX</p>

#### Bank details of Participant:

<b>Holder:</b>	XXXX
<b>Registered address:</b>	XXXX
<b>Bank code:</b>	XXXX



<b>Sort code:</b>	XXXX
<b>Account no.:</b>	XXXX
<b>RIB key:</b>	XXXX
<b>IBAN:</b>	XXXX
<b>BIC-SWIFT code:</b>	XXXX



**RTE collection account:**

<b>Holder:</b>	RTE RESEAU DE TRANSPORT D'ELECTRICITE SG Paris Opera (03620)
<b>Registered address:</b>	50 Bd Haussmann 75009 PARIS
<b>Bank code:</b>	30003
<b>Sort code:</b>	04170
<b>Account no.:</b>	00020122549
<b>RIB key:</b>	73
<b>IBAN:</b>	FR76 3000 3041 7000 0201 2254 973
<b>BIC-Swift code:</b>	SOGEFRPP

**4. Entry into force, duration, and termination of the mFRR-RR Participation Agreement**

The mFRR-RR Participation Agreement is effective from [date]

This agreement is signed for an indeterminate period.

It may only be terminated under the conditions laid down in the current mFRR-RR Terms and Conditions.

Drawn up in two (2) original copies,  
in Paris la Défense , on \_\_\_\_/\_\_\_\_/\_\_\_\_ .

**For RTE:**

Name and position of representative:

Signature:

**For the Participant:**

Name and position of representative:

Signature:



## Annexe 2. CONTACT INFORMATION

### Business Contacts: Monitoring of the implementation of the mFRR-RR Participation Agreement

THE PARTICIPANT	RTE.
<p>_____</p> <p>_____</p> <p>_____</p> <p>Tel: _____</p> <p>Mobile: _____</p> <p>Fax: _____</p> <p>Email: _____@_____</p>	<p>_____</p> <p>RTE – Service Commercial Saint-Denis 22 boulevard Finot 93200 Saint-Denis</p> <p>Tel: _____</p> <p>Mobile: _____</p> <p>Fax: _____</p> <p>Email: <a href="mailto:@rte-france.com">@rte-france.com</a> <a href="mailto:marketservices@rte-france.com">marketservices@rte-france.com</a></p>

### Business Contacts: Management of Qualifications

THE PARTICIPANT	RTE.
<p>_____</p> <p>_____</p> <p>_____</p> <p>Tel: _____</p> <p>Mobile: _____</p> <p>Fax: _____</p> <p>Email: _____@_____</p>	<p>_____</p> <p>RTE – Service Commercial Saint-Denis 22 boulevard Finot 93200 Saint-Denis</p> <p>Tel: _____</p> <p>Mobile: _____</p> <p>Fax: _____</p> <p>Email: <a href="mailto:@rte-france.com">@rte-france.com</a> <a href="mailto:marketservices@rte-france.com">marketservices@rte-france.com</a></p>

### Operational contacts:



	<b>THE PARTICIPANT</b>	<b>RTE.</b>
Questions relating to the application of the MA-RE Terms and Conditions	<p>_____</p> <p>_____</p> <p>_____</p> <p>Tel: _____</p> <p>Mobile: _____</p> <p>Fax: _____</p> <p>Email: _____@_____</p>	<p>RTE – Service Commercial Saint Denis</p> <p>22 boulevard Finot</p> <p>93200 Saint-Denis</p> <p>Tel: _____</p> <p><a href="mailto:_____@rte-france.com">_____@rte-france.com</a></p> <p><a href="mailto:marketservices@rte-france.com">marketservices@rte-france.com</a></p>
Reserve Exchange Notification	<p>_____</p>	<p><a href="mailto:_____@rte-france.com">_____@rte-france.com</a></p>
D-1 Operational Contact	<p>Contact:</p> <p>Phone no.:</p> <p>Fax no.:</p> <p>Email address:</p>	<p>GENERATION D-1</p> <p>01 41 66 70 40 (tel)</p> <p>01 41 66 70 71 (fax)</p> <p>GRT-CNES-REPART@rte-france.com</p>
Real-time operations contact:	<p>Contact:</p> <p>Phone no.:</p> <p>Fax no.:</p> <p>Email address:</p>	<p>GENERATION Real Time</p> <p>01 40 12 65 00 (tel)</p> <p>01 40 12 37 95 (tel)</p> <p>01 41 66 70 77 (fax)</p>
Back Office operational contact	<p>Contact:</p> <p>Phone no.:</p> <p>Fax no.:</p> <p>Email address:</p>	<p>RTE - CNES</p> <p>Service Commercial Saint Denis</p> <p>22 boulevard Finot</p> <p>93200 Saint-Denis</p> <p>Tel: _____</p> <p><a href="mailto:_____@rte-france.com">_____@rte-france.com</a></p>



**Annexe 3. LIST OF QUALIFIED BES**

**XXX** is a holder of the mFRR-RR Participation Agreement.

**XXX** is the Balancing Service Provider that has obtained Qualification under Article **Erreur ! Source du renvoi introuvable.** of the mFRR-RR Terms and Conditions, the details of which are given in the following table:

BE name	Qualified Perimeter		P <sub>Agrée</sub> (qualified power)	DMO	DOmax	DOmin	Order Receiver	Agreement Date
	Identifier	System Operator						

Drawn up in two (2) original copies,  
in ....., on .....

**For RTE:**

Name and position of representative:

St Denis Customer Service

Signature:



#### Annexe 4. REQUEST FOR QUALIFICATION

The Applicant acting as a Balancing Service Provider requests on behalf of the BE described in this Annex the Qualification of its ability to provide manual Frequency Restoration Reserve or Replacement Reserve in accordance with Article 6.3 of the mFRR-RR Terms and Conditions.

##### 1 Administrative information relating to the BE to be qualified

Name of the Balancing Service Provider				
Information about the Order Receiver in TAO nominal mode and when TAO is out of service	Name of the Order Receiver: Primary phone number when TAO is out of service: Backup phone number when TAO is out of service:			
Name of the BE  <i>If the perimeter to be qualified contains only Sites that are not part of the applicant's Balancing Perimeter at the date of the request, provide the name of the future BE and its creation date.</i>				
Perimeter to Approve <sup>2</sup>  For Sites connected to the PTS, enter the METERING code (METERING no.....) or CART number (CART no.....)  For Sites connected to the PDS, enter the PDS external site code used by the DSO in data exchanges with RTE in accordance with the IS Terms and Conditions of the balancing mechanism.	Site ID	System Operator	<i>Site not within the applicant's Balancing Perimeter on the date of the application (mark with a cross)</i>	Site belonging to a certified RPG (give name of RPG)

<sup>2</sup> The Perimeter to be Qualified must correspond to the entire perimeter of the BE



For BEs made up of more than 5 Sites, the Applicant attaches a CSV file (delimited with semicolons) to the Request, with no header and two columns: Site ID, System Operator.

## 2 Technical specifications to be Qualified for the BE

DMO (in minutes)	minutes
$P_{Agr\acute{e}e}$ (in whole MW): Power to Qualify	MW
$DO_{max}$ of the BE (in minutes)	minutes
$DO_{min}$ of the BE (in minutes)	minutes

Desired Qualification start date:

*Reminder: Always on the 1st of the month, no earlier than 5 business days after the request date*

By signing this Request, the Applicant acknowledges that it has read and fully understood the terms relating to the Qualification of a BE for mFRR-RR or RR as set out in Article **Erreur ! Source du renvoi introuvable.** of the mFRR-RR Terms and Conditions.

Date

Signature



## **Annexe 5. REQUEST TO RESET THE QUALIFICATION-RELATED FAILURE COUNTER**

In accordance with the mFRR-RR Terms and Conditions Article 6.6 and under the conditions specified in this article, the Participant may request to reset the Qualification-related Failure counter of an Qualified BE to zero.

### **1 Administrative information concerning the BE for which the request to reset the Qualification-related Failure counter to zero is being made**

Name of the Balancing Service Provider	
Name of the BE	
Pagr�ee (MW) (qualified power)	

### **2 Information concerning activations on the Balancing Mechanism justifying resetting the Qualification-related Failure counter to zero**

Dates of activations of the BE on the Balancing Mechanism Time of transition to the TAO or telephone order Activation Period (as stated in the MA-RE Terms and Conditions)	
--	--

Date

Signature



## **Annexe 6. SPECIFICATIONS FOR ESTABLISHING AN OBSERVABILITY SYSTEM**

### **1. CONTEXT**

To deal with very short-term imbalances (minutes to hours before the deadline) that can affect the power system, the French transmission system operator RTE's mission by law is to correct global imbalances between electricity supply and demand in France in real time.

Maintaining the reliable operation of the electricity system requires the presence of available reserves at all times. Some of these reserves have previously been contracted, in particular to enable RTE to meet the obligations put in place at European level (European System Operation regulation: to restore the supply-demand balance in less than fifteen (15) minutes).

### **2. PURPOSE OF DOCUMENT**

The purpose of this document is to define the technical and functional requirements the Participant must meet as a Balancing Service Provider in the context of providing Observability of Qualified BEs for manual Frequency Restoration Reserve and Replacement Reserve.

Observability of the BEs means having, in RTE's control centres, a telemetry system to identify the active power of each BE that meets the mFRR-RR Terms and Conditions.

### **3. APPLICABLE DOCUMENTS**

The CTNC Specifications for establishing Observability of the BE participating in the manual Frequency Restoration Reserves – Replacement Reserves service is made up of the following documents:

- These specifications,
- The annexes to these specifications:
  - Annex A – TASE.2: Note of exchange between RTE and a Customer in TASE.2 IEC-60870-6 protocol;
  - Annex A – IEC-104: Exchange note between RTE and a Customer in NF EN 60870-5-104:2007 protocol;
  - Annex B: Technical specifications of the transmission system and end equipment;
  - Annex C – TASE.2: Interface test booklet between RTE and the Control Centre of a Participant using the TASE.2 IEC-60870-6 protocol.
  - Appendix C – IEC-104: Interface test booklet between RTE and the Control Centre of a Participant using the IEC-60870-5-104 protocol.
  - Annex D: Safety requirements imposed by RTE for connecting a Participant to the RMS cRPT network.



## 4. TERMINOLOGY

**ASDU** Application Service Data Unit

**EDA** Balancing Entity (*Entité d'ajustement*)

**IOA** Information Object Address

**RMS cRPT** Multi Services Network – customers of the Public Transmission System (*Réseau Multi Services – clients du Réseau Public de Transport*)

**RR – RC** manual Frequency Restoration Reserve– Replacement Reserve (*Réserve Rapide – Réserve Complémentaire*)

## 5. FUNCTIONAL REQUIREMENTS

### 5.1 Nature of the exchanged information

The Participant must be able to communicate the following information permanently to RTE:

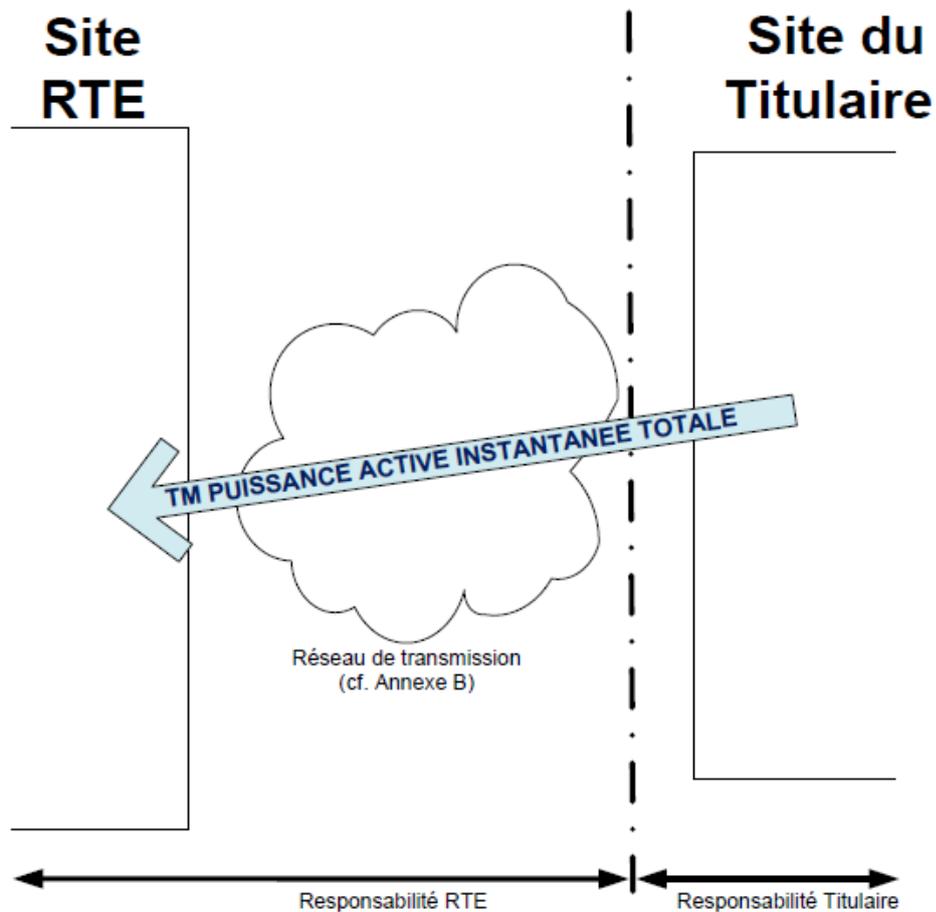
- The instantaneous active power at the BE's perimeter, corresponding to the sum of instantaneous active powers of the Sites making up the BE, and taken at the level of the connection point of the Site to the National Transmission System. For Profiled Consumption BEs, the measurement can be taken, at each Site, at the perimeter of all of the load reduced usages or at the perimeter of the metering.

Unit: MW

Accuracy: 1 decimal (accuracy of **one tenth of a MW**)

This information must be submitted in accordance with the terms for exchanges stated in Annex A.

The diagram of the general principle of the information exchanged is as follows:



## 5.2 Expected performance for the provision of telemetry data

Telemetry data are instantaneous and provided to RTE on a regular basis with a 10-second period, by the transmission system specified in Annex B.

The instantaneous value is the last available value measured by the Participant. This value must be measured ("refreshed") with a maximum time interval of 10 seconds between two measurements.

However, outside of the periods required for balancing operations (before call, and after deactivation + demobilisation lead time), the Participant may extend the refresh period of its telemetry data to a maximum of 5 minutes. These will continue to be transmitted in 10 second intervals.

If the Participant considers that the instantaneous value is not relevant to the telemetry process, it can communicate with RTE built-in average values over a maximum period of 30 seconds. The Participant remains obliged to measure and communicate these values every 10 seconds.

The transmission time of the telemetry data (measured between the on-site capture and its availability for RTE) cannot exceed 10 seconds.

Telemetry data must comply with the following sign convention:

- Consumption BE: positive values;



- Generation BE: negative values.

The transmission system specified in Appendix B is under the responsibility of RTE.

The instantaneous active power of each consumption or generation site making up a BE must be measured by the intermediary, either from a class 0.3<sup>3</sup> sensor, or from the metering process of the site.

The telemetry of the active power of the BE made available by the Participant at the level of the RMS router (RTE/Participant limitation of liability – see Annex B, §5.4) must not exceed an error of 1.9%.

The values transmitted to RTE by the Participant must arise from the aggregation of the measured values only. RTE accepts in a transient and exceptional manner that the values transmitted by the Participant are derived from the aggregation of measured values and calculated or estimated values.

The table below details the validity thresholds for a TM.

<b>Aggregated TM status:</b>	<b>VALID</b>	<b>INVALID</b>
<b>Volume of sites that cannot be telemetered by the Participant (percentage of the BE's maximum power)</b>	Between 0% and 5%	> 5%

In the event of "invalid" TM values, the Participant shall, within a reasonable period of time, ensure that these values return to the "valid" status. By reasonable, RTE means:

- When between 6% and 20% of the BE's maximum power is not measured, the maximum duration of a TM in the "invalid" status is 30 days
- When more than 20% of the maximum power of the BE is not measured remotely, the maximum duration of a TM in the "invalid" status is 15 days.

### 5.3 Terms linked to statistical Observability experimentation

On an experimental basis, the Participant may transmit, in real time, an estimate of the generation or consumption of Qualified BEs instead of telemetry (statistical Observability).

The Participant may set up statistical Observability for BEs consisting of strictly more than 70 sites with a maximum capacity of less than 1 MW each, and possibly sites with a capacity greater than 1 MW telemetered in real time in accordance with the procedures set out in Article 5.2.

In order to opt for the use of statistical Observability for a BE, the Participant must be authorised to do so in accordance with the terms of Annex 10.

---

<sup>3</sup> A class 0.3 sensor offers a precise measurement to 0.3%.



The estimate of the active power of the BE for statistical Observability is made in real time by the Participant based on the telemetry data of at least  $n$  sites making up the Balancing Entity and for which the maximum power of each site is less than 1 MW. 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 sites making up the Balancing Entity with a maximum capacity of 1 MW each;
- $t^2 = 1.96$ ;
- $e = 0.05$ .

The choice of these sites is left to the Participant but this choice must be based on a representative panel of the population of BE sites.

The other sites making up the Balancing Entity with a maximum capacity of 1 MW each must also be measured at 10 second intervals. The aggregated telemetry data, composed of the sum of the telemetry data of all the sites constituting the Balancing Entity, must be sent by the Participant to RTE on D+1 at the latest, and must respect the characteristics described in §5.2 (excluding the characteristics linked to instant transmission). RTE Notifies the terms for transmission of the telemetry data on D+1 at the time of the Qualification request.

The value of the real-time estimate made by the Participant should be close to the value of the aggregated telemetry data. The choice of method for making the estimate is up Participant, provided it has been described to RTE prior to its implementation. The estimate made by the Participant must ensure an accuracy of 2% in relation to the values transmitted ex-post. The measured values must meet the current accuracy requirements for Observability.

If RTE considers that the real-time estimate provided by the Participant is not sufficiently accurate, RTE may:

- Notify the Participant a request to provide a sufficiently accurate estimate;
- Suspend the Qualification of the BE concerned. The actual suspension of Qualification takes place 15 days after the above Notification. In the event the Participant challenges the suspension of the BE Qualification, the latter may initiate the conciliation procedure laid down in Article 1.13.

The sum of the capacities of BEs experimenting statistical Observability of all Participants may not exceed a threshold of 50 MW. RTE's qualification of the market participants' projects for the purpose of statistical Observability is granted according to merit order, in accordance with the tender regulation associated with the contracting of manual frequency restoration and replacement reserve: The capacities whose bid price is the lowest will have priority for experimentation.



This option is part of an experimental framework which could be maintained or abandoned in the process of revising the mFRR-RR Terms and Conditions following feedback.

If RTE abandons the experimentation, Participants who benefited from these provisions will not be entitled to claim any compensation.

## 6. MATERIAL REQUIREMENTS

### 6.1 Terms and protocols for exchange

All messages exchanged between the Participant's site and the RTE control centre are sent using Internet Protocol (IP) services.

These messages are structured in the formats of one of the international standards TASE.2 IEC 60870-6 or IEC 60870-5-104, at the choice of the Participant.

The participant Notifies RTE of its choice as soon as possible.

Annexes A-TASE.2 and A-IEC-104 specify the procedures for the transmission of telemetry data according to the format chosen by the Participant (TASE.2 IEC 60870-6 or IEC 60870-5-104).

#### 6.1.1 Case of IEC 60870-5-104 protocol

The messages used in the context of Observability are:

Send direction	Types of messages exchanged	Associated message templates
Participant's equipment → RTE's equipment	<b>TM cyclic telemetry</b>	<13> M_ME_NC_1
Participant's equipment → RTE's equipment	<b>End of initialisation</b>	<70> M_EI_NA_1
RTE equipment → Participant equipment	CG Request (general inquiry)	<100> C_IC_NA_1
Participant's equipment → RTE's equipment	CG start (response start)	<100> C_IC_NA_1
Participant's equipment → RTE's equipment	CG end (end of general inquiry)	<100> C_IC_NA_1

The general control exchange is activated with an empty list transmission.

*NB: The use of the message M\_ME\_TE\_1 – Type <35> for cyclic telemetry transmission is no longer allowed. Only the message M\_ME\_NC\_1 type <13> is now allowed.*

The protocol addresses (ASDU and IOA) will be fixed and provided to the Participant by RTE.

#### 6.1.2 Case of TASE.2 IEC-60870-6 protocol

The addressing of the remote data is divided into 6 fields as follows:

Address TASE.2= **XXXX\_X\_XXXXX\_GGX\_XXX\_XXX** (24 Characters)

Field	No. of characters	Meaning
-------	-------------------	---------

XXXX	4	Name of the company (e.g.: RTE or Participant) that owns the remote data
X	1	Type of remote data: M: telemetry
XXXXX	5	BE coding scheme. This coding will be referenced by RTE.
XXX	3	Voltage level number
XXX	3	Unit number:
XXX	3	Remote data number in the section

Each group of digits is separated by an underscore (ASCII 95 code).

## 6.2 Transmission supports and end equipment

The Participant shall install equipment at its site (D) to meet the functional requirements of paragraph 5. The site (D) in question is the site that collects all of the power measurements of the Participant's BEs (control centre or data centre).

The Participant respects the following requirements:

- site (D) is unique;
- site (D) must verify all the technical requirements specified in the attached document in Annex B;
- if the site (D) is not owned by the Participant, the Participant remains responsible for the compliance of the site (D) with the technical requirements specified in the attached document in Annex B.

The equipment installed by the Participant must satisfy the technical requirements and arrangements at the interface detailed in the attached document in Annex B.

The document in Annex B describes the connection engineering solution implemented by RTE in the general case. As regards the scope of responsibility of RTE and according to the local specificities of the sites to be connected, RTE reserves the right to implement a solution different from that proposed in Annex B, without this affecting the functional specifications with respect to the Participant's scope of responsibility.

Specifically, Annex B defines the technical specifications at the interface that the Participant must meet in order for its site to be connected to the RTE transmission system, including:

- The prerequisites for the installation of the telecommunications support and transmission equipment,
- The characteristics and configuration of the end equipment for connection to the transmission system,
- The limits of property and responsibility for the various equipment at the interface.



It is the Participant's responsibility to specify, design and implement ad hoc equipment located beyond the property limit defined in paragraph 4.1 of Annex B and represented in paragraph 5.4 of Annex B of these Specifications.

### 6.3 Site change of the Participant

The Participant may, in exceptional circumstances (moving etc.), ask RTE to reassign the telecommunication link to a new site, in so far as the latter:

- is still located in metropolitan France;
- verifies all the technical requirements mentioned in the attached document in Annex B;
- is still eligible for the installation of an IPVPN access point at the end of the study conducted by the telecommunications operator mandated by RTE.

Such a request shall be subject to **6 months'** notice.

Furthermore, such a request for link reallocation can only be effective after a minimum period of 12 months of operation on the previous telecommunication link.

### 6.4 Scheduled unavailabilities of the system

The Participant may be required to schedule a shut down of the Observability system in order to perform maintenance operations.

RTE will accept this type of unavailability of the system subject to the following conditions:

- These shut downs must be scheduled in the **14:00 – 17:00** time window;
- The shut down must be subject to **15 days'** notice.
- The number of these shut downs is limited to **4 per year**.

## 7. SYSTEM RELIABILITY REQUIREMENTS

In order to allow the connection of its site to the RTE's telecontrol system (known as the RMS cRPT network), the Participant must check that it meets all the system reliability requirements mentioned in Annex D.

There are two aims to the system reliability rules:

1. To protect the RMS cRPT network and the flows circulating through it, and therefore the power system reliability;
2. To protect the Participant by ensuring a good level of reliability of the telecommunications network it is connected to.

The Participant is responsible for the compliance of its architecture, the application of the mFRR-RR Terms and Conditions and the compliance with the requirements described in Annex D.



## **8. CHECK**

An operational check of the transmission system is carried out during the implementation of the system for providing Observability for RTE of Qualified BEs for mFRR and RR, as well as after a prolonged (scheduled or unscheduled) unavailability of the BE.

The checks carried out are detailed in the Test Book attached in Annex C.



## Annexe 7. PROCEDURE FOR TRANSMISSION OF THE COMMITMENT LIST

The Commitment List is sent in accordance with the format described in this Annex.

If the Commitment List does not comply with this set format, it is considered invalid.

### 1 Nomenclature and format

#### 1.1 Name of file

The Commitment List is a comma separated values CSV file.

The name of the file must respect the following template:

Reserves_< Nom de l'acteur >_AAAAMMJJ.csv
---

Where:

- <Nom de l'acteur> (name of the market participant) is the name of the Balancing Service Provider (identification communicated by RTE);
- AAAA is the year, MM is the month, JJ is the day of operation considered (i.e. the day following the day during the day-ahead preparation phase).

#### 1.2 Header

The document header consists of 2 lines, containing the following information:

	Field	Description	Format
line 1	Name of the market participant	Name of the Balancing Service Provider ( <i>identification communicated by RTE</i> )	text
line 2	Name of the data	Fixed header corresponding to data (see example)	text

Each row in the header must end with a “;”.



### 1.3 Contents of the body of the file

The body of the Commitment List file includes a line for each BE, with the following format:

```
<Code_EDA>;<N°_Engagement>;<DMO>;<Nb_Aléas>;<Nb_Blocs>;<Val_1>;...;<Val_i>;...;Val_50>;
```

where:

	<b>Description</b>	<b>Value or format</b>
<Code_EDA> (BE code)	The BE code used must be exactly the code transmitted by RTE and which appears in the Balancing Service Provider's Balancing Perimeter that the BE belongs to.	Text
<N°_Engagement> (commitment number)	Type of Commitment, which appears in the Special Conditions, under which the BE's power is declared	Text: 13120 ;; 30090 ; 13120C ; 30090C
<DMO>	DMO (in minutes) for which the BE is committed.	Integer
<Nb_Aléas>	Number of Incidents for which each BE is committed	1 or 2
<Nb_Blocs>	Number of 30-minute units of energies for which the BE is committed.	1, 2, 3 or 4
<Val_i>	Power (in MW) the BE is contractually committed to on the half-hourly interval I.	Integer

Each row in the body of the file must end with a “;”.



Table matching Half-Hourly Intervals *i* with half hours, depending on the number of hours in the day:

Interval <i>i</i>	1	2	3	4	5	6	7	8	9	10
24:00	00:00 00:30	00:30 01:00	01:00 01:30	01:30 02:00	02:00 02:30	02:30 03:00	(*)	(*)	03:00 03:30	03:30 04:00
23:00	00:00 00:30	00:30 01:00	01:00 01:30	01:30 02:00	(*)	(*)	(*)	(*)	03:00 03:30	03:30 04:00
25H	00:00 00:30	00:30 01:00	01:00 01:30	01:30 02:00	02:00 02:30	02:30 03:00	02*:00 02*:30	02*:30 03*:00	03:00 03:30	03:30 04:00
Interval <i>i</i>	11	12	13	14	15	16	17	18	19	20
23h, 24h and 25h	04:00 04:30	04:30 05:00	05:00 05:30	05:30 06:00	06:00 06:30	06:30 07:00	07:00 07:30	07:30 08:00	08:00 08:30	08:30 09:00
Interval <i>i</i>	21	22	23	24	25	26	27	28	29	30
23h, 24h and 25h	09:00 09:30	09:30 10:00	10:00 10:30	10:30 11:00	11:00 11:30	11:30 12:00	12:00 12:30	12:30 13:00	13:00 13:30	13:30 14:00
Interval <i>i</i>	31	32	33	34	35	36	37	38	39	40
23h, 24h and 25h	14:00 14:30	14:30 15:00	15:00 15:30	15:30 16:00	16:00 16:30	16:30 17:00	17:00 17:30	17:30 18:00	18:00 18:30	18:30 19:00
Interval <i>i</i>	41	42	43	44	45	46	47	48	49	50
23h, 24h and 25h	19:00 19:30	19:30 20:00	20:00 20:30	20:30 21:00	21:00 21:30	21:30 22:00	22:00 22:30	22:30 23:00	23:00 23:30	23:30 00:00

(\*) values are empty (but separated by ";") except for 25-hour days.

#### 1.4 End of file

The last line of the file is:

<EOF>
-------





## **2.2 Computer system unavailability: email**

If the computer communication mode is unavailable, the Commitment List is sent to the email address of the RTE D-1 operational contact given in Annexe 2. The D-1 RTE operational contact must be notified by telephone.

## **2.3 Removal of a BE when redeclaring a Commitment List**

If the Participant's removes a BE initially proposed in the Commitment List, the Participant must redeclare the Commitment List by bringing the BE's Powers to zero (0).

## **2.4 Obtaining a PKI certificate**

To obtain a PKI certificate, the Participant needs to fill in the form available on the RTE Service Portal <https://www.services-rte.com/fr/demande-acces-si>.

## **3 Bid activation conditions**

Bids relating to Qualified BEs are managed in accordance with the MA-RE Terms and Conditions. As such, BEs declared in the Commitment List for a day D may be excluded by RTE from the list of Bids in economic merit order.



## **Annexe 8. RESERVE EXCHANGE NOTIFICATION UNDER MFRR-RR TERMS AND CONDITIONS**

Between:

XXX [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 a Balancing Service Provider, Holder of a "Participation Agreement no. YY\_YYMM\_XXXX [enter number] with RTE dated DD/MM/YYYY [enter date], and Holder of a Participation Agreement in the Manual Frequency Restoration and Replacement Reserve Terms and Conditions no. C \_\_\_\_\_ with RTE.

represented by Ms./Mr. \_\_\_\_\_, duly authorised for this purpose,

Hereinafter referred to as "Assignor Participant"

of the first part,

and

YYY [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 Balancing Service Provider, Holder of a Participation Agreement no. [enter number] signed with RTE on DD/ MM/ YYYY [date],

and Holder of a Participation Agreement in the manual Frequency Restoration and Replacement Reserve Terms and Conditions no. C \_\_\_\_\_ with RTE.

represented by Ms./Mr. \_\_\_\_\_, duly authorised for this purpose,

hereinafter referred to as "Purchaser Participant"

of the second part,

or by default, hereinafter referred to individually as a "Party", or jointly as the "Parties",

The Parties agree as follows:

### **Article 1**

All words or phrases used in this Agreement and which begin with upper case letters have the meanings attributed in them in "Definitions" chapter of the mFRR-RR Terms and Conditions

### **Article 2**

The Parties have established the terms for Reserve Exchange in accordance with Article 2.5 and 7 of the mFRR-RR Terms and Conditions. These terms lead to the following NER:

<b>Exchange 1</b>
-------------------



Purchaser Participant	YYY
Assignor Participant	XXX
Delivery day(s)	
Type of commitment (In "XXYYYY" format)	
Half-Hourly Intervals concerned (Number of the half-hourly intervals or "all")	
Power exchanged (in whole MW)	

If RTE approves the NER, the Purchaser Participant will have its Additional Commitments increased in terms of power for the Commitment Type concerned by this NER and for the periods concerned.

**Article 3**

The Assignor Participant shall simultaneously Notify this Reserve Exchange to RTE’s operational contact for the Notification of Reserve Exchanges referred to in Annexe 2 of the mFRR-RR Terms and Conditions and to the Purchaser Participant’s operational contact for the Notification of Reserve Exchanges.

**Article 4**

The NER is accepted when the conditions specified in Articles 2.5 and 7 of the mFRR-RR Terms and Conditions are met.

This Notification may not be cancelled for the period covered by this Reserve Exchange beyond its Notification to RTE in accordance with Article 7 of the mFRR-RR Terms and Conditions.

Drawn up in two (2) original copies,

in ....., on .....

For XXX

For YYY

**Annexe 9. COMMITMENTS UNDER THE ANNUAL CALL FOR TENDERS**

**1 SUBJECT:**

This Annex specifies the Reserved Capacity made available by the Participant for the year \_\_\_\_\_, as well as the associated Fixed Premiums resulting from the annual call for tenders.

**2 CAPACITY CORRESPONDING TO INITIAL COMMITMENTS**

**2.1 Manual Frequency Restoration Reserve**

Under manual Frequency Restoration Reserve, for the periods and for the Commitment Types 13120 and 13120C indicated in the table below, the Participant undertakes to declare a Commitment List and to Submit Bids on the Balancing Mechanism which meet the requirements of the manual Frequency Restoration Reserve and Replacement Reserve Terms and Conditions with the following technical characteristics:

Type of commitment	Availability Period	Power ( $\geq 10$ MW)

**2.2 Replacement Reserve**

Under Replacement Reserve, for the periods and the Commitment Types 30090 and 30090C indicated in the table below, the Participant undertakes to present a Commitment List and Bids on the Balancing Mechanism which meet the requirements of the Manual Frequency Restoration Reserve and Replacement Reserve Terms and Conditions with the following technical characteristics:

Type of commitment	Availability Period	Power ( $\geq 10$ MW)

### **3 FINANCIAL CONDITIONS**

Under the Participant's Initial Commitments described in Article 2 of this Annex, RTE pays the Participant a Fixed Premium broken down as follows:

Table of Marginal Prices by Type of Commitment

DO<sub>min</sub> 15 minute additional costs table (only for bids at DO<sub>max</sub> ≥ 90 minutes)

These prices are not subject to change during the validity of this Annex and are expressed exclusive of tax.

#### **4 ENTRY INTO FORCE**

This Annex shall enter into force on 1 January [year of the annual tender concerned] and shall end on 31 December [year of the annual tender concerned], or on the date of termination of the mFRR-RR Participation Agreement.

Drawn up in two (2) original copies,  
in Paris, La Défense, on        /        /

**For RTE:**

Name and position of representative:

Signature:

**For the Participant**

Name and position of representative:

Signature:

**Annex 10: TERMS RELATING TO STATISTICAL OBSERVABILITY EXPERIMENTATION**

The total power of the capacities made available to RTE by all of the Participants under the manual Frequency Restoration and Replacement Reserves and implementing statistical observability within the meaning of Article 5.3 of Annexe 6 is less than or equal to 50 MW.

The BEs for which statistical observability is implemented are listed in the table below.

Name of the BE

The maximum powers of the capacities that can be made available by the Participant under the Manual Frequency Restoration and Replacement Reserve Terms and Conditions and implementing statistical observability are defined in the table below.

Time period	Maximum power (MW)

To satisfy initial Commitments or Additional Commitments obtained following a Reserve Exchange, the Participant may Notify RTE of a request to make available capacities implementing statistical Observability whose power is greater than the powers detailed in the table above. Given the global limit of 50 MW, the allocation of available powers for each Half-Hourly Interval respects the following order of priority:

- powers necessary to cover Initial Commitments obtained following additional call for tenders; then
- powers corresponding to Reserve Exchanges on a "first come, first served" basis.