Terms and Conditions for Demand Response Participation in Energy Markets

NEBEF 3.4

Version in force on 1 July 2022

The following translation is not binding

The authentic language for interpretation or execution of the Terms and Conditions and Participation Agreements is French

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Apart from the specific provisions described below, which constitute the general provisions of the Terms and Conditions for Demand Response Participation in Energy Markets, the provisions of the Terms and Conditions relating to Scheduling, the Balancing Mechanism and Recovery of Balancing Charges remain applicable.

1. DEFINITIONS

All words or phrases used in these Terms and Conditions for Demand Response Participation (hereafter called NEBEF Terms and Conditions) that begin with a capital letter have the meanings assigned to them below:

"Agreement for Participation as a Demand Response Aggregator" or "Participation Agreement"	Contract signed between RTE and a Party, in accordance with the model given in Annexe 1 of the NEBEF Terms and Conditions, by which the latter agrees to adhere to the NEBEF Terms and Conditions in order to qualify as a Demand Response Aggregator.
"Party"	Means either the Demand Response Aggregator, the Transmission System Operator, the Distribution System Operator, the Consumption Site, the Electricity Supplier and the Balance Responsible Party in the perimeters of which a load reduction has been achieved.
"Balancing Service Provider"	has the meaning given to it in the MA-RE Terms and Conditions.
"Technical Approval"	Approval issued by RTE under Articles L. 271- 2 and R. 271- 2 of the French Energy Code, attesting to the capacity of a legal entity acting as a Demand Response Aggregator on the NEBEF mechanism or as a Balancing Service Provider on the Balancing Mechanism to implement load reductions.
"Article"	Means an article of the NEBEF Terms and Conditions.
"Fixed Scale"	Scale established according to the characteristics of Consumption Sites whose consumption is fully or partially reduced, defined in euros per megawatt hour for each Half-Hourly Interval, in application of which RTE calculates the amount of the payment due by the Demand Response Aggregator to the Suppliers of the Consumption Sites on the Regulated Model performing Electricity Load Reductions.
"Fixed Scale Excluding Taxes of the Profiled Consumption Sites in Base rate option"	Level of remuneration defined in Article 10.
"Fixed Scale Excluding Taxes of the Profiled Consumption Sites in non-Base rate option"	Level of remuneration defined in Article 10.
"Load Reduction Block"	Amount of energy Notified by a Demand Response Aggregator, corresponding to the value of a Half-Hourly Interval of a Declared, then Retained Load Reduction Schedule, and finally to the value of an Achieved Load-Reduction Time Series. It is injected within the

	Balance Perimeter of the Balance Responsible Party to which the Demand Response Aggregator is attached. It is extracted within the Balance Perimeter of the Balance Responsible Party or Parties to which Consumption Sites, which make up the Demand Response Entity associated with the Declared Load Reduction Schedule, Retained Load Reduction Schedule and to the Achieved Load-Reduction Time Series, are attached.
"Maximum Load Reduction Capacity (Minimum)"	Maximum variation (minimum) of power that the Consumption Site is able to achieve during a load reduction. This definition is extended to Demand Response Entities in accordance with Article 5.3.
"Load Reduction Category"	Category defined by order of the Minister in charge of Energy, under Article L.271-1 of the French Energy Code.
"Achieved Load-Reduction Time Series"	Daily Load Curve at the Half-Hourly Interval and at the Kilowatt of the load reduction achieved by a Demand Response Entity, established by RTE, in accordance with Article 7.3.1.
"Achieved Shifted Load Time Series"	Daily Load Curve by Half-Hourly Interval and by Kilowatt of achieved shifted load by a Demand Response Entity, established by RTE, in accordance with Article 7.3.2.
"Distribution Key by Electricity Supplier", "and Fixed Scale"	Distribution of the Subscribed Power within a Profiled Demand Response Entity between the various Electricity Suppliers to which the Profiled Consumption Sites that make up the Profiled Demand Response Entity are attached, and the Fixed Scales to which Profiled Consumption Sites are attached.
"French Energy Regulatory Commission" **or "CRE".**	Independent regulatory authority responsible for regulating the energy sector in France, whose missions, composition, operation, remit and powers of investigation and control are defined in Articles L.131-1 to L.135-16 of the French Energy Code.
System Access Contract	Contract allowing a Consumption Site to access either directly the Transmission System (CART) or the Distribution System (CARD or single contract) or indirectly (Metering Data Service Contract).
"Load Curve" or "LC"	Series of time-stamped average power values over a Time Interval (10-Minute Interval, 5-Minute Interval, Half-Hourly Interval or Hourly Interval). The Load Curve can be the one used on a Site or a group of Sites connected to the PTS or the PDS, or to a Demand Response Entity. Each power value is identified using the year, Day and Time of the start of the Time Interval.
"Consumption Curve"	Daily Load Curve by Half-Hourly Interval or 10-Minute Interval representing the actual consumption of a Consumption Site or of a Demand Response Entity, as set out in Article 7.1.
"Reference Load Curve"	Daily Load Curve by Half-Hourly Interval representing the volume of electricity that the end user, or a group of end users would have used in the absence of a load reduction for a Demand Response Entity, as set out in Article 7.2.

"CURTE"	*Comité des Clients Utilisateurs du Réseau de Transport d'Electricité* (Transmission system client users committee). Link to RTE's CURTE site: https://www.concerte.fr/
"NEBEF Deviation"	For a Demand Response Entity over a Half-Hourly Interval, calculated difference between the Retained Load-Reduction Schedule (respectively the Retained Shifted Load Schedule) by RTE and Notified to the Demand Response Aggregator and the Achieved Load-Reduction Time Series (respectively the Achieved Shifted Load Time Series) determined by RTE, for the Half-Hourly Interval considered.
"Demand Response Aggregator NEBEF Deviation"	Absolute value of the sum of the NEBEF Deviations calculated for all Retained Load-Reduction Schedules and Retained Shifted Load Schedules, Notified to the same Demand Response Aggregator, over a Half-Hourly Interval and on its Load Reduction Perimeter.
"Demand Response Aggregator Monthly NEBEF Deviation"	Value defined as the quotient of Demand Response Aggregator Monthly NEBEF Deviations and the energy from Retained Load-Reduction Schedules and Retained Shifted Load Schedules Notified by RTE to the Demand Response Aggregator for a given Calendar Month.
"Load Reduction"	In accordance with Article L. 271- 1 of the French Energy Code, an action aiming to temporarily reduce, through ad hoc request sent to one or more End Users by a Demand Response Aggregator (DRA) or an Electricity Supplier, the level of effective electricity extraction on the PTS or PDS of one or more Consumption Sites, in relation to a forecast consumption schedule or estimated consumption.
"Load Reduction Inextricably Linked with Supply"	Load Reductions obtained in the context of a supply offer as set out in Article R. 271- 2 of the French Energy Code, characterised by mobile periods relayed to the consumer within a set notice period, during which the variable part of the supply price is significantly higher than in the rest of the year and for which a separate accounting for the amounts of electricity consumed is required.
"Balancing Entity" or "BE"	Refer to the definition given in section 1 of the current MA-RE Terms and Conditions.
"Demand Response Entity" or "DRE"	Elementary entity defining the perimeter of the Consumption Sites on which achieved load reductions may give rise to the issuance of a Declared Load Reduction Schedule and an achieved shifted load may result in the issuance of a Declared Shifted Load Schedule. The Demand Response Entity is composed of Consumption Sites.
"Profiled Demand Response Entity" or "Profiled DRE"	Before 1 January 2023: Demand Response Entity composed of at least one Profiled Consumption Site, and, potentially, Remotely-Read Consumption Sites for which the Subscribed Power is less than or equal to 250 kW. From 1 January 2023: Demand Response Entity composed of Consumption Sites whose Subscribed Power is less than the threshold below which the consumption of the Sites can be

	calculated by Profiling as defined in Chapter F of Section 2 of the MA-RE Terms and Conditions.
"Remotely-Read Demand Response Entity" or "Remotely Read DRE"	Demand Response Entity composed of only Remotely-Read Consumption Sites.
"Certification Entity" or "CE"	Refer to the definition given in the Capacity Mechanism Terms and Conditions in force.
"Impact Factor by Delivery Point Substation"	The Impact Factor by Delivery Point Substation associated with a Demand Response Entity is a series of N powers with N the number of Delivery Point Substations to which the Sites attached to this DRE are connected, in accordance with Article5.4. For a given Delivery Point Substation, the two values used represent the maximum variation of the transported power, upward during the load reduction, and downward during the load shifting that the Delivery Point Substation can undergo during a load reduction.
"Collection and Payment Fund"	Specific account opened by RTE in its books to track and centralise the financial flows between Demand Response Aggregators and Electricity Suppliers relating to the payment referred to in Article10.
"Electricity Supplier"	Entity which purchases electricity for resale to end consumers or to system operators for their losses. It has authorisation from the regulatory authority—in accordance with Article L.333-1 of the French Energy Code.
"Bank Guarantee"	Means of financial security which may be provided by Demand Response Aggregators under the terms described in Article10.4.1.6.3.1.
"Group of Companies"	Set of companies each with a separate legal entity but with capital ties between them.
"Off-Peak Hours for the Profiled Consumer (OPP)"	Any time slot other than those defined as the Peak Hours for the Profiled Consumer.
"Off-Peak Hours for the Remotely-Read Consumer (OPRR)"	Any time slot other than those defined as the Peak Hours for the Remotely-Read Consumer.
"Peak Hours for the Profiled Consumer (PP)"	Time slots included between 7AM (7:00) and 11PM (23:00).
"Peak Hours for the Remotely-Read Consumer (PRR)"	Time slots every Monday, Tuesday, Wednesday, Thursday or Friday included between 8AM (8:00) and 8PM (20:00).
"Load Reduction Start Time"	First Half-Hourly Interval of a Demand Response Period.

"Load Reduction End Time"	Last Half-Hourly Interval of a Demand Response Period.
"Shifted Load Start Time"	First Half-Hourly Interval of a Shifted Load Period.
"Shifted Load End Time"	Last Half-Hourly Interval of a Shifted Load Period.
"Day" or "D"	Calendar day lasting 24 hours defined as follows: [00:00; 24:00]. Days on which the official time changes, as defined by Decisions published in the Official Journal of the French Republic, comprise either 23 Hours or 25 Hours.
"Business Day"	Any one of the days of the week, with the exception of Saturday, Sunday and Public and Bank Holidays as defined in Article L. 3133-1 of the French Labour Code.
"Backup Mode"	Functionality of the Information System to correct certain unavailability situations of computer applications and which corresponds to the downgraded mode defined in the NEBEF IS Terms and Conditions.
"Contractual Model"	In accordance with Article R. 271- 8 of the French Energy Code, a measure in which the terms and conditions of payment due by the Demand Response Aggregator to the Supplier following an Electricity Load Reduction are set by contract between the Demand Response Aggregator, the Consumption Site's Supplier, and, where relevant, the end consumer of the Consumption Site.
"Corrected Model"	In accordance with Article R. 271- 8 of the French Energy Code, a measure in which the payment due by the Demand Response Aggregator to the Supplier as a result of an Electricity Load Reduction is settled by the end Consumer on behalf of the Demand Response Aggregator. The Consumption Site's Supplier invoices, in accordance with current contractual arrangements between them and on the basis of the supply share of the procurement price, the energy it would have consumed in the absence of load reduction.
"Regulated Model"	In accordance with Article R. 271- 8 of the French Energy Code, a measure in which the payment due by the Demand Response Aggregator to the Supplier as a result of an Electricity Load Reduction is settled with application of the Fixed Scales.
"Calendar Month"	Period commencing on the first Day of a month and ending on the last Day of the same month.
"Notification" or "Notify"	Terms with meaning specified in Article 2.12.
"Notification of a Load Reduction Block Exchange" or "NEBEF"	Declaration made by Demand Response Aggregator to RTE to determine that a quantity of energy corresponding to a declared Load Reduction Block is extracted from a given Balance Perimeter and injected into another.

"Demand Response Aggregator" or "DRA" or Participant	Market Participant which has signed a Participation Agreement to comply with the NEBEF Terms and Conditions according to the model provided in Annexe 1
"Qualified Demand Response Aggregator for the Profiled Consumer"	Demand Response Aggregator having obtained a qualification such as described in Article 8
A Qualified Demand Response Aggregator for experimentation on submetering	Demand Response Aggregator having obtained a qualification such as described in Article 9.
"Load Reduction Perimeter"	All of the Demand Response Entities attached to a Demand Response Aggregator, declared according to the terms and conditions laid down in Article5.5.
"Mobile Period"	Period defined in Article R. 271- 2 of the French Energy Code, associated with a supply offer for which the variable part of the supply price is significantly higher over this period than for the rest of the year.
"Activation Segment of a Balancing Entity"	Refer to the definition given in Article 4.8.1 of the current MA-RE Terms and Conditions.
"Demand Response Period"	Continuous time period consisting of a set of successive Half-Hourly Intervals for which the Declared Load Reduction Schedule or the Retained Load Reduction Schedule values associated with a DRE are not zero. The time period to be considered may be a continuous period between two consecutive days when the values of the successive Half-Hourly Intervals of two consecutive Load Reduction Schedules are not zero.
"NEBEF Verification Segment"	For DREs certified with the "rectangle of two reference periods" method (defined in Article 7.2.2): - Demand Response Period or Shifted Load Period increased by the duration of the Demand Response Period or Shifted Load Period before and after this period. For DREs certified with the "site to site algebraic rectangle" method: - Demand Response Period increased by a Half-Hourly Interval before and after this period. For DREs certified with the "demand forecast" method (defined in Article 7.2.4) or "by consumption history" (defined in Article 7.2.5): - Demand Response Period or Shifted Load Period.
"Shifted Load Period"	Continuous time period consisting of a set of successive Half-Hourly Intervals for which the Declared Shifted Load Schedule or the Retained Shifted Load Schedule values associated with a DRE are greater than zero.
"Delivery Point Substation"	Substation defined in the Transmission System Access Contract (CART) for Rank 1 Distribution System Operators. For Rank 2 Distribution System Operators, the Delivery Point Substation is defined by the rank 1 Distribution System Operator to which its system is connected.

"Minimum Spot Price"	Refer to the definition given in the Capacity Mechanism Terms and Conditions in force.
"Declared Load Reduction Schedule"	Daily Load Curve at the Half-Hourly Interval and at the Kilowatt of the load reduction achieved by a Demand Response Entity, Notified by the Demand Response Aggregator to RTE, in accordance with Article 6.1.
"Retained Load Reduction Schedule"	Daily Load Curve at the Half-Hourly Interval and at the Kilowatt of the load reduction, retained by RTE for a Demand Response Entity. The Retained Load Reduction Schedule is established on the basis of the Declared Load Reduction Schedule, then Notified by RTE to the Demand Response Aggregator in accordance with Article 6.3.
"Declared Shifted Load Schedule"	Daily Load Curve at the Half-Hourly Interval and at the Kilowatt of the shifted load declared for a Demand Response Entity, Notified by the Demand Response Aggregator to RTE, in accordance with Article 6.3.
"Retained Shifted Load Schedule"	Daily Load Curve at the Half-Hourly Interval and at the Kilowatt of the shifted load retained by RTE for a Demand Response Entity. The Retained Shifted Load Schedule is built on the basis of the Declared Shifted Load Schedule, then Notified by RTE to the Demand Response Aggregator in accordance with the Article 6.3.
"Subscribed Power"	It corresponds to the largest subscribed power, as defined in the transmission system access contract of a Consumption Site.
"MA-RE Terms and Conditions"	Terms and Conditions relating to Scheduling, the Balancing Mechanism and Recovery of Balancing Charges published on the RTE website.
"Capacity Mechanism Terms and Conditions or Capacity Mechanism"	Current Capacity Mechanism Terms and Conditions published on the RTE website.
"NEBEF Terms and Conditions"	Provisions of this document establishing a framework for demand response participation in energy markets.
"NEBEF IS Terms and Conditions"	Rules relating to access to the RTE and Distribution System Operators' information system implemented to evaluate load reductions on energy markets. The NEBEF IS Terms and Conditions are available on the RTE website.
"Frequency Ancillary Services Terms and Condition" or "SSY Terms and Conditions"	The Frequency Ancillary Services Terms and Conditions are available on the RTE website.
"Shifted Load"	Effect associated with a Load Reduction giving rise to a temporary increase in the level of effective extraction of electricity on the PTS or PDS of one or several Consumption Sites, after the load reduction period, in relation to a demand forecast schedule or an estimated consumption.

"Replacement Reserve"	Refer to the definition given in section 1 of the current MA-RE Terms and Conditions.
"Manual Frequency Restoration Reserve"	Refer to the definition given in section 1 of the current MA-RE Terms and Conditions.
"Consumption Site"	This is a Site: - Belonging to an established consumer in mainland France who extracts electrical energy, and; - For which a System Access Contract has been entered into.
"Profiled Consumption Site"	This is an Consumption Site: - which is connected, directly or indirectly, to the PDS, - which holds a PDS Access Contract; and - for which the consumption Load Curve is estimated by Profiling within the context of Section 2 of the Terms and Conditions; or - connected to a DSO by applying, for this Consumption Site, simplified provisions for reconstitution of flows in accordance with annex D3 of Section 2 of the MA-RE Terms and Conditions and without a Metering Installation producing Remotely-Read Load Curves. It is identified by the reference specified in Article 5.2.2.3.2 and the name of the Distribution System Operator to which it is connected.
Qualified Consumption Site for submetering	Consumption Site holding a qualification within the meaning of Article 9.2.
"Remotely-Read Consumption Site"	Consumption Site for which the Consumption Load Curve is determined based on a series of power values recorded by a Metering Installation remotely-read by the System Operator in accordance with Section 2 of the MA-RE Terms and Conditions. It is identified by the reference specified in Article 5.2.2.3.2.
Metered Site	Consumption Site with indirect access to the Transmission System or Distribution System or indirect access to these networks through a Metering Data Service Contract.
"RTE website"	RTE website: https://www.rte-france.com.
"Declared Shifted Load Rate"	Value, expressed as a percentage (%) and associated with a Declared Load Reduction Schedule, indicating the ratio between the energy associated with the shifted load induced by the load reduction, calculated on the scale of the DRE, and the energy associated with the load reduction itself, calculated on the scale of the DRE.
"Type of Load Curve"	A Load Curve can be Estimated or Remotely-Read. Refer to the definitions given in the MA-RE Terms and Conditions.

"Achieved Load-Reduction Volume"	Volume of energy, expressed in MWh, over a Half-Hourly Interval and associated with a Demand Response Entity, calculated as the product of the value of the Achieved Load-Reduction Time Series of the Demand Response Entity (expressed in kW) for this same Half-Hourly Interval and a factor of 5/10000th (five ten-thousandths).
"Achieved Shifted Load Volume"	Volume of energy, expressed in MWh, over a Half-Hourly Interval and associated with a Demand Response Entity, calculated as the product of the value of the Achieved Shifted Load Time Series of the Demand Response Entity (expressed in kW) for this same Half-Hourly Interval and a factor of 5/10000th (five ten-thousandths).
"Volume Achieved"	Means either an Achieved Load-Reduction Volume or an Achieved Shifted Load Volume
"Volume Achieved for Balancing Operations"	Refer to the Volume Achieved (Va) definition given in section 1 of the current MA-RE Terms and Conditions.

2. GENERAL PROVISIONS

2.1 Subject and scopes of application of NEBEF Terms and Conditions

In accordance with Article R. 271- 3 of the French Energy Code, the NEBEF Terms and Conditions allow any Consumption Site established in mainland France, either directly, having acquired the status of Demand Response Aggregator, or indirectly, via a third person with the status of Demand Response Aggregator, to sell its electricity load reductions on the energy markets.

The provisions of the NEBEF Terms and Conditions are applicable in the whole of the French territory. Corsica and French Overseas Departments and Territories are expressly excluded from the scope of application of the NEBEF Terms and Conditions.

2.2 Entry into force of the NEBEF Terms and Conditions

By application of Article R. 271-3 of the French Energy Code and in accordance with the deliberation of the CRE of 09/06/2022, the current NEBEF Terms and Conditions entered into force on 1 July 2022.

From this date onwards, they replace all previous versions of the NEBEF Terms and Conditions for all activities and all actions in progress, unless otherwise specified.

2.3 Delayed entry into force and experimental framework

2.3.1 Declaration of load reduction schedules and of submission of balancing bids over the same time intervals

The provision on the possibility of declaring load reduction schedules and submitting balancing bids at the same time intervals, for Demand Response Entities and Balancing Entities with compositions that are almost completely different, will be implemented at a later date (hereinafter referred to as " Date D'' ") which will be Notified to the Parties. This provision concerns Articles 7.2.2.3, 7.2.3.2.4, 7.2.4.5, 7.2.5.6 and 7.3.1.1.2.

2.3.2 Implementation of the Corrected Model for the PDS Consumption Sites

The provisions relating to the transitional terms for implementation of the Corrected Model for the PDS Consumption Sites are applicable until a date after (hereafter " Date F ") which will be Notified to the Parties. These provisions concern Articles 7.1.2, 7.1.3.1.2, 7.2.5.1 and 10.3.3.

2.3.3 Taking into account the Shifted Load for Remotely Read DREs

The provisions relating to the taking into account of Shifted Load for Remotely Read DREs will be applicable to:

- A "date E " for Remotely Read DREs consisting solely of Consumption Sites connected on the PTS;
- A "date E' " for the all Remotely Read DREs.

These dates E and E' will be Notified by RTE to the Parties. The " Date E' " will be determined jointly between RTE and the DSOs. These entry into force dates apply to all of the provisions relating to the declaration of Declared Shifted Load Schedules, to the development of Retained Shifted Load Schedules, to the determination of Achieved Shifted Load Time Series and the Achieved Shifted Load Volume as well as their taking into account in the calculation of the payment.

2.3.4 Transitional or deferred terms and conditions concerning the “demand forecast” and "consumption history" methods

The provision relating to the possibility of requesting certification under the "demand forecast" method (respectively "consumption history") within nine (9) months following a removal of certification under the "based on historical data" method (respectively "based on forecast") if the Site has not been subject to a removal of certification under the "based on forecast" method (respectively "based on historical data", respectively) during the last twenty-four (24) Months with the Demand Response Aggregator submitting the request is opened on a transitional basis until a “Date H ” which will be Notified to the Market Participants. This provision concerns Articles 7.2.4.1 and 7.2.5.1.

From a "Date I" which will be Notified to the Market Participants, the following developments concerning the "demand forecast" and/or "consumption history" methods will apply:

- Consideration of the Maximum Capacity in the method monitoring criterion and updating of associated thresholds, deletion of the concept of Minimum Capacity. Note that the criteria for Months prior to "Date I" will be calculated with the Minimum Capacity (with the thresholds associated with the Minimum Capacity) and the criteria for Months after "Date I" will be calculated with the Maximum Capacity (with thresholds associated with Maximum Capacity). There will be no reset to zero of the monitoring of the criteria due to this amendment to the rules.

- Modification of the period taken into account in the calculation of the Reference Load Curve for the 10J variants of the "consumption history" method in the context of the certification of load reductions and in the context of the monitoring of the historical method.

These provisions concern Articles 5, 6.2, 7.2.4 and 7.2.5.

2.3.5 Experimentation with the use of submetering for the evaluation of achieved load reductions

From 1 June 2021, RTE is launching the submetering experiment, which consists of measuring load reductions from measurements made at a lower scale than that of the Consumption Site, in an experimental framework and until 31 December 2023, the date on which this option could be extended, depending on the results of feedback.

The purpose of the experiment is to identify whether the implementation of submetering would allow (i) the emergence of new avenues for demand response and (ii) to improve the accuracy of measurement of load reductions, while preventing the risk in terms of the reality of load reductions at the perimeter of the site, through compensation effects within the site.

To answer these questions and limit the potential risks, a framework for experimentation is set:

- Each Demand Response Aggregator can participate with up to twenty (20) Remotely-Read Consumption Sites;

- Each Demand Response Aggregator can participate with a maximum of five-thousand (5000) Profiled Consumption Sites;

- Each Demand Response Aggregator can participate for a maximum of one hundred (100) MW of reduced load, in all segments;

- RTE sets an overall power cap in the context of this experiment, in order not to jeopardise the balance of the system. This cap is published on the RTE website and may be raised by RTE if required and if the first outcomes of the experiment are positive.

- Each Consumption Site participating in the experiment must carry out at least five (5) Load Reduction schedules of at least thirty (30) minutes for each of its first two (2) years of participation in the submetering experiment in order to provide feedback on the experiment experience. Each of these load reduction schedules shall cover at least 50% of the load reduction capacity of the Consumption Site declared when qualifying the Consumption Site according to the terms of Article 9.2. Failure to comply with this rule leads to the removal of the status of Qualified Consumption Site for submetering of the relevant Consumption Site(s), as defined in Article 9.2.4. The Demand Response Aggregator must email RTE, and where relevant the DSO(s) concerned, the dates, times and attachment DRE of the load reduction schedules of the last twelve (12) months for each of the Consumption Sites participating in the submetering experiment at each participation anniversary date of the Consumption Site concerned.

As of June 1, 2021, the experiment is open to Sites connected to the PDS and the PTS.

Throughout the duration of the experiment, the "rectangle of two reference periods" and "site-to-site algebraic rectangle" methods will be available for sites that are eligible.

The "demand forecast" method will also be available, only for PDS sites that are eligible for it. These sites will not be able to be attached to a BE at the same time.

The "consumption history" method is not available in this experimental framework.

To participate in this experiment, the Demand Response Aggregator must hold the status of Qualified Demand Response Aggregator for the submetering experiment or Qualified Demand Response Aggregator for the profiled consumer, following the qualification procedures described in Articles 8 and 9.1. A Demand Response Aggregator previously holding the status of Qualified Demand Response Aggregator for the profiled consumer will still have to apply for participation in the experiment in accordance with the provisions of Article 8.11.

In addition, remotely-Read Consumption Sites must hold the status of Qualified Consumption Site for submetering, following the qualification procedure described in Article 9.2.

Each month, the Demand Response Aggregator must declare to RTE, and where relevant the DSO(s) concerned, the perimeter of the Consumption Sites Qualified for submetering participating in the submetering experiment for month M+1 before the 10th business day of month M, and this is even if there is no change in the perimeter between months M and M+1. No redeclaration will be taken into account for month M+1. From one month to another, the Demand Response Aggregator can change the perimeter of Qualified Consumption Sites participating in submetering.

At the end of the experiment, RTE will collect feedback, with the support of the Distribution System Operators, to determine the value of submetering and to identify any adverse side effects.

2.3.6 Transitional and deferred terms for Technical Approval

Technical Approvals which were to have been renewed prior to 31 December 2023 under the conditions of Article 4.3.2 of version 3.3 of the Terms and Conditions are extended until 31 December 2023.

From 1 January 2024, the detailed rules for Technical Approval following its grant are those of Article 4.3. The Demand Response Aggregator may declare Load Reduction Schedules on NEBEF or make Balancing Bids on the Balancing Mechanism as a Balancing Service Provider, within the limits defined in Article 4.3.2.2.

From a "Date J" that will be Notified to the Market Participants, the calculation of NEBEF Imbalances described in Article 7.4.1 is removed, as well as the associated limitation described in Article 6.3.3.

2.4 Procedure for the revision of the NEBEF Terms and Conditions

As soon as new legislative or regulatory texts come into force relative to the NEBEF Terms and Conditions, RTE undertakes, as necessary, to revise the NEBEF Terms and Conditions to bring them into line with the new provisions in force.

RTE shall Notify members of the CURTE, members of the CAM and the Parties via RTE's CURTE Site, of the origin and contents of the change request, accompanied by the draft revision of the NEBEF Terms and Conditions and any comments from RTE.

As a result of this Notification, the members of the CURTE, CAM and the Parties can Notify RTE of their observations or counter-proposals via RTE's CURTE Site.

At the end of this period, RTE establishes the final draft of the revision of the NEBEF Terms and Conditions and transmits it to the CRE for approval.

Within a period of ten (10) Business Days from the date of the approval decision of the CRE, RTE:

- publishes the revised version of the NEBEF Terms and Conditions on the RTE website, its date of entry into force as well as the approval decision of the CRE;
- notifies each Demand Response Aggregator, Balance Responsible Party, Distribution System Operator and Electricity Supplier of the provision of a revised version of the NEBEF Terms and Conditions, on the RTE website, as well as the date of its entry into force.

The revision of the NEBEF Terms and Conditions will have no impact on:

- the validity of the Participation Agreement signed by the Demand Response Aggregator which continues to apply and implies acceptance of the changes made in the revised version of the NEBEF Terms and Conditions, except if the Demand Response Aggregator made use of its right to terminate the Participation Agreement by application of Article3.3.1;
- the validity of all of the Annexes signed under the NEBEF Terms and Conditions, which continues to apply and implies acceptance of the changes made in the revised version of the NEBEF Terms and Conditions, except if the Market Participant concerned made use of its right to terminate the Annex.

2.5 Confidentiality

2.5.1 Nature of information subject to confidentiality

In application of Articles L.111-72, L.111-73, L.111-80 and L.111-81 of the French Energy Code, RTE and the Distribution System Operators are required to uphold the confidentiality of economic, commercial, industrial, financial or technical information which, if revealed, would infringe the rules on free and fair competition and non-discrimination imposed by the law. A list of this information considered to be commercially sensitive (hereinafter "CSI") and the conditions for its use are laid down by Articles R.111-26 et seq. of the French Energy Code.

Outside of the scope of application of Article R. 111-26 of the French Energy Code, "Confidential Information", unless otherwise stated, is any information of any kind, including information concerning technical and financial data, regardless of the form, media or means, including, without limitation, oral communications whether written or established on any media, and submitted by a Market Participant in connection with the Participation Agreement or the NEBEF Terms and Conditions.

2.5.2 Content of the confidentiality obligation

The transmission of Confidential Information by the Disclosing Party does not confer any right to the Receiving Party other than that established in the NEBEF Terms and Conditions.

2.5.2.1 For the confidential information under the terms of Article R. 111-26 of the French Energy Code:

In application of Article R. 111-27 of the French Energy Code, the System Operators of public electricity networks, are authorised to share with the Demand Response Aggregator, for the Consumption Sites for which the latter holds an authorisation compliant with that given in Article 5.2.2.3.1, all of the data required for identification, accounting and certification of load reductions achieved by Consumption Sites.

Any System Operator transmitting CSI in the context of exchanges set out in the NEBEF Terms and Conditions cannot be held liable in the case of a false or fraudulent statement on the part of the Demand Response Aggregator.

Any transmission by the Demand Response Aggregator of CSI to a third party, including to any natural or legal person appointed by the Demand Response Aggregator is prohibited.

The Demand Response Aggregator in possession of commercially sensitive information is subject to a strict confidentiality obligation.

By application of Article R. 111-29 of the French Energy Code, RTE and the Distribution System Operators are authorised to share any information they deem necessary to successfully carry out their respective missions.

2.5.2.2 For the other Confidential Information

Any other information, not referred to in Article R. 111-26 of the French Energy Code and for which the Consumption Site is the holder, is regarded as confidential and subject to the provisions of this Article.

2.5.2.2.1 Provisions applicable to any Confidential Information

The Demand Response Aggregator holding confidential information is authorised to use the confidential information solely under the strict framework of the NEBEF Terms and Conditions. Any transmission of confidential information by the Demand Response Aggregator to a third party, including any natural or legal person appointed by the Demand Response Aggregator is prohibited.

This obligation of confidentiality is undertaken by the Demand Response Aggregator in its own name and on behalf of companies or other entities it controls (within the meaning of article L. 233-3 of the French Commercial Code), as well as to the directors, employees and agents of the Demand Response Aggregator.

Any other commercial information in the possession of a Party and shared with another Party for implementation of the NEBEF Terms and Conditions is limited to the strict framework of the NEBEF Terms and Conditions.

These obligations do not apply to information for which the Receiving Party of the information can demonstrate:

- that this information falls into the public domain at the time of its transmission by the Disclosing Party or fell into the public domain in the course of this exchange, without the Disclosing Party having violated its obligations of confidentiality under the NEBEF Terms and Conditions; or

- that it was already aware of this information prior to its communication by the Disclosing Party or that it developed it independently; or
- that it has been released from its obligation of confidentiality with regard to this information by prior written agreement from the Disclosing Party; or
- that it has received this information from a third party, lawfully, other than by breach of the provisions of the NEBEF Terms and Conditions.

2.5.2.2.2 Special provisions for information from Consumption Sites

Any Consumption Site in possession of Confidential Information authorises the Demand Response Aggregator to use and share with RTE the Confidential Information necessary to accomplish the tasks referred to in the NEBEF Terms and Conditions, in particular Articles 7 and 5. This Consumption site agreement is formalised in a document, the content of which is detailed in Article 5.2.2.3.1.

Any confidential information the Consumption Site possesses and which is held by RTE and/or the Distribution System Operators can only be transmitted to the Demand Response Aggregator which requested it if the Demand Response Aggregator has obtained agreement from the Consumption Site.

Prior to any request made by a Demand Response Aggregator and addressed to RTE or to a Distribution System Operator, the Demand Response Aggregator is responsible for obtaining, monitoring and updating the agreement of the Consumption Site, for the cases envisaged in Article 5.2.2.3.1. In case of non-compliance with this obligation, the Demand Response Aggregator is responsible for any consequences resulting from the disclosure of any information, due to an absence of agreement or withdrawal of the agreement of the Consumption Site.

This agreement must clearly authorise the System Operator referred to in the request of the Demand Response Aggregator and holder of the confidential information, to transmit the confidential information covered by the request to the Demand Response Aggregator.

The transmission of this confidential information must not be of such a nature as to infringe the rules on free and fair competition nor must it relate to the activity of other users.

2.5.3 Duration of the obligation of confidentiality

The obligation of confidentiality described in this article is valid for a period of five (5) years, starting from the day of receipt of the confidential information by the Demand Response Aggregator.

2.6 Liability

RTE shall not be liable for costs borne by Demand Response Aggregators, Distribution System Operators, Electricity Suppliers and Balance Responsible Parties, related to changes in the NEBEF Terms and Conditions or to the end of their validity.

Each Party is liable for all direct damages and some, material and immaterial, of a financial or technical nature caused to another Party when applying these Terms and Conditions.

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 Participant which considers it has incurred damage shall inform the other Participant by way of a Notification, within a period of ten (10) Days following onset or, if relevant, 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.

After receiving this Notification, the recipient Participant shall have thirty (30) Days to respond to the requests made in this Notification, it being specified that in the absence of a reply by this deadline, the request for compensation shall be considered as approved by the recipient Participant. In the event of a dispute of all or part of the elements mentioned in the Notification issued under this Article, the Participants concerned shall consult with a view to settling the dispute in accordance with the provisions of Article 2.11.

Each Participant 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 Participant concerned has the right (or claims to have the right) to submit a claim for compensation on the basis of a violation of the Participation Agreement or the NEBEF Terms and Conditions.

2.7 Mandate for data exchanges

Each DSO can assign implementation of all or part of the data exchanges to a representative as per the Terms and Conditions. It is stated that:

- The representative must itself be a DRO;
- The assigned DSO remains liable to RTE in terms of the rights and obligations contained in these Terms and Conditions;
- The signing of this mandate must be declared to RTE according to the model shown in 0.

2.8 Force majeure

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

The Participant invoking a Force Majeure event shall send to the Participant 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 Participant, (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 Participant to minimise these effects and, to the extent possible, (vi) the likely duration and foreseeable consequences of the Force Majeure Event.

The relevant contractual obligations of the Participants, with the exception of the obligation of confidentiality defined in Article 2.5, 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 contractual obligations, caused by the force majeure.

Any Participant 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 Participant concerned when it is no longer affected by the Force Majeure Event.

The Participants concerned agree to consult as soon as possible in order to take every reasonably possible action to continue to fulfil the obligations under the Participation Agreement or the NEBEF Terms and Conditions.

If a Force Majeure event lasts for a period exceeding thirty (30) Days, either party may cancel the Participation Agreement, and the other party shall have no right to compensation of any kind. In this case, cancellation must be Notified to the other Party by registered letter or any electronic means with acknowledgement of receipt. Termination shall take effect on the date this letter or said electronic means is received.

2.9 Applicable language and law

The NEBEF 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 or execution of the Terms and Conditions and Participation Agreements is French.

2.10 Rounding rules

Calculated values are rounded to the number of significant figures established for each value in the NEBEF IS Terms and Conditions according to the following principle:

- a non-significant decimal equal to 0, 1, 2, 3 or 4 does not increment the significant decimal;
- a non-significant decimal equal to 5, 6, 7, 8 or 9 does increment the significant decimal.

2.11 Settlement of Disputes

In the event of a dispute, any Party considering itself aggrieved as a result of the application or implementation of the NEBEF Terms and Conditions must inform RTE who will be responsible for organising conciliation procedures with the other Party or Parties concerned by the dispute.

To this end, the applicant shall Notify RTE of the subject of the dispute and propose a meeting with a view to settle the dispute amicably.

If no agreement or response is received within thirty (30) Days of the aforementioned Notification, the applicant may bring the matter before the Paris Commercial Court.

2.12 Notifications and operational exchange conditions

2.12.1 Notifications

2.12.1.1 Formalities

A Notification under the NEBEF Terms and Conditions is defined as a written document transmitted by a Demand Response Aggregator, a Balance Responsible Party, an Electricity Supplier, RTE or a Distribution System Operator:

- either by hand and in exchange for a receipt;
- or by registered letter with acknowledgement of receipt;
- or by fax with acknowledgement of receipt;
- or by electronic means (including email) with return receipt requested.

2.12.1.2 Date of Notification

The date of Notification is deemed to be:

- the date on the receipt provided in the case of delivery by hand;
- for a registered letter with acknowledgement of receipt, postmark indicating:
    - the effective date of delivery of the mail;
    - otherwise, if the mail is not delivered:
        - if the mail is refused, the date of refusal;
        - if the mail has not been accepted within a period of 15 days following first presentation, the date of first presentation of the mail at the address declared by the recipient;
- the Day and the Time of the acknowledgement of receipt transmitted by fax, in the case of a fax delivery;
- for an electronic means (including email) with return receipt requested, the Day and the Time of the receipt confirmation transmitted by the IT system of the receiving Party.

2.12.1.3 Contact Information

The address and contact details of the Demand Response Aggregator, its Balance Responsible Party, an Electricity Supplier, RTE or the Distribution System Operators to whom these Notifications must be sent, are specified in the Participation Agreement of the Demand Response Aggregator, in the Annexes of the NEBEF Terms and Conditions, or by any other means Notified by one party to the other party.

2.12.2 Operational exchange conditions

Operational exchanges between RTE and the other Parties take place according to the conditions defined in Article 2.12.1 or to the NEBEF IS Terms and Conditions.

2.13 Personal data

In application of these 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.

3. PARTICIPATION IN THE NEBEF TERMS AND CONDITIONS AS A DEMAND RESPONSE AGGREGATOR

3.1 Conditions of eligibility of the Parties

3.1.1 Participation Agreement and status as a Demand Response Aggregator

Any legal entity who wishes to participate in the mechanism for valuing load reductions on energy markets must:

- sign a Participation Agreement to the NEBEF Terms and Conditions, in accordance with the model given in *Annexe 1*;
- designate the Balance Responsible Party which is attached to it, in accordance with Annex C7 of Section 2 of the MA-RE Terms and Conditions;
- sign, when the Load Reduction Perimeter of the Demand Response Aggregator contains Consumption Sites connected to one or more distribution systems, Annexe 4

The Participation Agreement shall take effect on the date provided for in the latter, subject to receipt by RTE of all the required documents and the signature of RTE.

It 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.

3.1.2 Technical approval of Demand Response Aggregators

A Demand Response Aggregator must be the holder of a Technical Approval to declare load reductions on the NEBEF mechanism. The Technical Approval system is described in Article 4 of the NEBEF Terms and Conditions.

3.1.3 Contract conditions

Any legal entity wishing to participate in the mechanism for selling load reductions on energy markets undertakes to comply with all of the laws, regulations and applicable codes including all anti-corruption laws applicable, particularly the French Law n° 2016-1691 of 9 December 2016, the so-called "Sapin Act II", the "U.S. Foreign Corrupt Practices Act" and the "U.K. Bribery Act 2010", and any equivalent act applicable.

Accordingly, to participate in the mechanism, the legal entity certifies that it is not on the U.S Treasury Department's "Specially Designated Nationals" list; that it is not the subject of sanctions on the part of the Office of Foreign Assets Control (" OFAC"), the British Treasury or any other equivalent measure imposed, a jurisdiction, an authority, a commission, a control body or any other relevant authority in application of the above-mentioned legislation (hereinafter the "Sanctions"). It also certifies that it has no financial activity or exchange with any person or entity on OFAC's "Specially Designated Nationals" or "Blocked Persons" list or on any equivalent Sanctions list.

In addition, it undertakes to ensure that its legal representatives, administrators or any other entity conducting checks are not subject to the "Sanctions" mentioned above.

RTE may request supporting elements from the candidate, including in the course of execution of the Participation Agreement. If in the course of execution of the Participation Agreement, the Demand Response Aggregator is subject to the Sanctions mentioned above, or that it has knowledge of the application of such Sanctions for its legal representatives, administrators or any other entity checking it or being checked, it is required to Notify RTE without delay.

3.2 Suspension of the Demand Response Aggregator's Participation Agreement in the NEBEF Terms and Conditions

The Participation Agreement shall be suspended by RTE in the case where the Demand Response Aggregator has not settled invoices issued by RTE in accordance with Article 11.1. The suspension of the Participation Agreement entails full application of Article 3.3.2.1 by RTE.

RTE shall Notify the Demand Response Aggregator by formal notice to pay, in the forms referred to in Article 3.3.2.1, indicating that the Participation Agreement is suspended until payment in full of the sums due. This suspension takes effect from the date of receipt of the formal notice by the Demand Response Aggregator. Therefore, all Declared Load Reduction Schedules and Declared Shifted Load Schedules from the effective date of the suspension will not be taken into account by RTE. RTE also Notifies the Distribution System Operators of the suspension of the Participation Agreement, when its Load Reduction Perimeter contains Consumption Sites connected to their networks.
Notwithstanding the suspension of its Participation Agreement, the Demand Response Aggregator remains liable for the payment of any amount due for the Retained Load-Reduction Schedules, then the Achieved Load-Reduction Time Series determined by RTE, and any invoices raised by RTE for services prior to the date of the suspension of the Participation Agreement.

In the event of fulfilment within the allotted time, by the Demand Response Aggregator, of the obligations referred to in the formal notice notifying the suspension, in accordance with Article3.3.2.1, RTE Notifies the Demand Response Aggregator, by way of registered letter or by electronic means with acknowledgement of receipt, of the end of the suspension of the Participation Agreement. The end of the suspension of the Participation Agreement comes into effect upon receipt of the Notification by the Demand Response Aggregator.

3.3 Termination of the Participation Agreement

3.3.1 Termination by the Demand Response Aggregator

The termination by the Demand Response Aggregator of the Participation Agreement signed with RTE entails the withdrawal of all of the components of its Load Reduction Perimeter, in accordance with the terms described in Article 5.5.

The Demand Response Aggregator Notifies RTE of the termination of the Participation Agreement by registered letter or any electronic means with acknowledgement of receipt, indicating the desired date of coming into effect. The Demand Response Aggregator must also inform the Distribution System Operators to which the Consumption Sites making up its Load Reduction Perimeter are connected.

In any case, the date the termination comes into effect cannot be earlier than:

- the first Day of the Calendar Month M+2, in the case of receipt of the Notification by RTE no later than the Business Day Preceding the last ten (10) Business Days of the Calendar Month M;

- the first Day of the Calendar Month M+3, in the case of receipt of the Notification by RTE within ten (10) Business Days prior to the end of the Calendar Month M;

Notwithstanding the suspension of its Participation Agreement, the Demand Response Aggregator remains liable for the payment of any amount due for the Retained Load-Reduction Schedules and Retained Shifted Load Schedules, then the Achieved Load-Reduction Time Series and Achieved

Shifted Load Time Series determined by RTE, and any invoices raised by RTE for services prior to the date of the suspension of the Participation Agreement.

3.3.2 Termination by RTE

3.3.2.1 Termination by RTE with formal notice

3.3.2.1.1 Terms relating to termination

The following cases give rise to termination by RTE without compensation:

- Up to "Date J", the Demand Response Aggregator Monthly NEBEF Deviation is higher than fifty (50) per cent during four (4) consecutive Calendar Months, in accordance with Article 7.4.1.3;
- the Demand Response Aggregator has not settled the invoices issued by RTE in accordance with Article 11.1. ;
- The Demand Response Aggregator has not Declared any Load Reduction Schedule in the last two years and the Demand Response Aggregator does not object to the termination before the end of the opposition period indicated in the letter of official notice;
- when the Demand Response Aggregator, its legal representatives, administrators, or any other entity controlling or controlling it is subject to one of the penalties referred to in Article 3.1.3.

RTE sends formal notice by registered letter or electronic means with acknowledgement of receipt to the Demand Response Aggregator, specifying the legitimate grounds for the formal notice and the termination incurred which (i) summons the Demand Response Aggregator to carry out its contractual obligations as mentioned and (ii) sets the time allotted for the Demand Response Aggregator to carry out the obligations stated in the formal notice or the deadline for objecting to the termination on the basis of long-term inactivity.

For the second case of non-execution, this same formal notice informs the Demand Response Aggregator of the suspension of its Participation Agreement.

With regard to the last case of termination referred to in this Article 3.3.2.1.1, it is specified that RTE may proceed with the termination of the Participation Agreement, without prior notice, without delay, subject to Notification of the termination to the Demand Response Aggregator for information.

RTE informs the Distribution System Operators, to which the Consumption Sites making up the Load Reduction Perimeter of the Demand Response Aggregator are connected, of the formal notice of the Demand Response Aggregator.

3.3.2.1.2 The effects of formal notice

In the event of fulfilment by the Demand Response Aggregator of the obligations referred to in the formal notice within the allotted time or for objecting to the termination for long-term inactivity by the deadline set, RTE Notifies the Demand Response Aggregator, by registered letter or electronic means with acknowledgement of receipt, that the Participation Agreement shall remain in force and informs the Distribution System Operators to which the Consumption Sites making up the Load Reduction Perimeter of the Demand Response Aggregator are connected. This Notification shall entail the lifting of the suspension of the Demand Response Aggregator's Participation Agreement in the second case of non-execution.

In the case of non-execution of obligations by the Demand Response Aggregator within the time limit set in the formal notice or for objecting to the termination for long-term inactivity by the deadline

set, RTE may proceed with the termination of the Participation Agreement. RTE Notifies the termination of the Participation Agreement to the Demand Response Aggregator by registered mail or electronic means with acknowledgement of receipt. The termination will be fully effective as of fifteen (15) Business Days from receipt of the Notification of the termination by the Demand Response Aggregator.

RTE Notifies the termination of the Participation Agreement to the Distribution System Operators to which are connected the Consumption Sites making up the Load Reduction Perimeter of the Demand Response Aggregator as well as the Balance Responsible Parties to which are attached the Retained Load-Reduction Schedules and Achieved Load-Reduction Time Series of the Demand Response Aggregator, in accordance with Article C.10.8 and Annex C7 of Section 2 of the MA-RE Terms and Conditions.

3.3.2.1.3 Effects of the termination of the Participation Agreement

The termination of the Participation Agreement of the Demand Response Aggregator automatically leads, on the date of termination, to:

- the withdrawal of the Retained Load-Reduction Schedules and Retained Shifted Load Schedules as well as of the Achieved Load-Reduction Time Series and Achieved Shifted Load Time Series of the Demand Response Aggregator connected to the Perimeter of the Balance Responsible Party to which they are attached by the signing of Annex C7 of Section 2 of the MA-RE Terms and Conditions.

- The termination of *the Agreement for exchange of data and contact details between a Demand Response Aggregator and a Distribution System Operator*, as set out in Annexe 4

When the Participation Agreement of a Demand Response Aggregator has been terminated for non-payment of invoices issued by RTE in the context of Article 11.1, the signing of a new Participation Agreement by the Demand Response Aggregator is conditional upon the full execution of its obligations under the previous Participation Agreement.

Notwithstanding the suspension of its Participation Agreement, the Demand Response Aggregator remains liable to RTE for the payment of any amount due for the Retained Load-Reduction Schedules and Retained Shifted Load Schedules, then the Achieved Load-Reduction Times Series and Achieved Shifted Load Times Series determined by RTE, and any invoices raised by RTE for services prior to the date of the suspension of the Participation Agreement.

3.3.2.2 Termination by RTE without formal notice

Failure to attach Retained Load-Reduction Schedules, Retained Shifted Load Schedules, Achieved Load-Reduction Times Series and Achieved Shifted Load Times Series of the Demand Response Aggregator to a Balance Perimeter of a Balance Responsible Party leads to the automatic suspension of the Participation Agreement signed by the Demand Response Aggregator.

The Participation Agreement of the Demand Response Aggregator is suspended from the date of end of attachment to a Balance Perimeter of a Balance Responsible Party, of the termination of Annexe C7 of Section 2 of the MA-RE Terms and Conditions or of its Participation Agreement as Balance Responsible Party.

The Demand Response Aggregator informs RTE within two (2) Business Days following Notification of the termination of Annexe C7 of Section 2 of the MA-RE Terms and Conditions.

RTE gives the Demand Response Aggregator formal notice to sign a new *Attachment Agreement of Retained Load-Reduction Schedules, Retained Shifted Load Schedules, then Achieved Load-Reduction Time Series and Achieved Shifted Load Time Series to the Balance Perimeter of the Balance Responsible Party of the Demand Response Aggregator* or a Participation Agreement as Balance

Responsible Party within a period of thirty (30) Business Days. At the expiry of this period and if the obligation has not been fulfilled by the Demand Response Aggregator, the Participation Agreement of the Demand Response Aggregator is terminated as of right. RTE Notifies the Termination of the Participation Agreement of the Demand Response Aggregator by registered mail or electronic means with acknowledgement of receipt.

The termination of the Participation Agreement of a Demand Response Aggregator leads to the termination, on the same date, of the Agreement for exchange of data and contact details between a Demand Response Aggregator and a Distribution System Operator such as set out in Annexe 4 RTE Notifies the termination of the Participation Agreement to the Distribution System Operators to which the Consumption Sites making up the Demand Response Aggregator's Load Reduction Perimeter are connected.

Notwithstanding the suspension of its Participation Agreement, the Demand Response Aggregator remains liable to RTE for the payment of any amount due for the Retained Load-Reduction Schedules and Retained Shifted Load Schedules, then the Achieved Load-Reduction Times Series and Achieved Shifted Load Times Series determined by RTE, and any invoices raised by RTE for services prior to the date of the suspension of the Participation Agreement.

3.4 Assignment and transfer of the Participation Agreement

The Demand Response Aggregator may assign its Participation Agreement as a Demand Response Aggregator to a third party. For the assignment to be made to RTE (the party ceding), the assignee Demand Response Aggregator must Notify RTE at least three (3) months before the effective date of the operation and sign an amendment to the Participation Agreement noting the assignment. The assignment of the Participation Agreement does not result in the transfer of Technical Approval, and where relevant the status of Qualified Demand Response Aggregator for the Profiled customer or for submetering, from the assignor Demand Response Aggregator to the assignee Demand Response Aggregator outside the terms set out in Articles 4.4, 8.8 and 9.1.7, or, where applicable, the Bank Guarantee submitted under Article 10.4.1.6.3.1.

The assignee Demand Response Aggregator must comply with the conditions for attachment of Consumption Sites (Article 5.2) from the Load Reduction Perimeter of the assignor Demand Response Aggregator to its Load Reduction Perimeter with the prior agreement of the Consumption Sites.

Only in the context of this Article 3.4, the assignee Demand Response Aggregator may Notify in the event of a request for Notification of the Site's agreement pursuant to Article 5.2.2.3.1.3, the Site's terms of information regarding the change of Demand Response Aggregator as well as obtaining a tacit agreement from the Site on this change, along with the express agreement of the Site for attachment to the Load Reduction Perimeter of the assignor Demand Response Aggregator.

As these are obligations arising under the Participation Agreement prior to the assignment of the Agreement, the assignee Demand Response Aggregator and assignor Demand Response Aggregator are jointly and severally liable for its implementation.

If relevant, a clause concerning the assignment is added to the amendment to the Participation Agreement. With this clause, the assignee Demand Response Aggregator acknowledges it is a substitute assignor Demand Response Aggregator and will be liable for all amounts owed by the assignor since the date of signature of the Participation Agreement by the assignor Demand Response Aggregator.

Any change in control of the Demand Response Aggregator (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 will only oppose the change of control if it challenges the participant's technical capabilities required for the execution of the Participation Agreement in accordance with these NEBEF Terms and Conditions. In order to obtain RTE's prior written consent, the Demand Response Aggregator 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 shares of the Demand Response Aggregator between shareholders and companies under the same control are free.

In the event of an operation involving universal transfer of the Demand Response Aggregator's shares (outgoing) to another entity (the beneficiary), the outgoing Demand Response Aggregator Notifies RTE of this operation no later than three (3) months before the effective date of the operation. In this case, the Participation Agreement is automatically transferred to the beneficiary of the operation, on condition that the latter signs an amendment to the Participation Agreement. The beneficiary Market Participant shall be jointly and severally liable for all amounts due by the outgoing Demand Response Aggregator since the date of signing of the Participation Agreement by the outgoing Balancing Service Provider. The transfer of Technical Approval and, where appropriate, the status of Qualified Demand Response Aggregator for the Profiled customer or for submetering to the beneficiary must comply with the procedures laid down in Articles 4.4, 8.8 and 9.1.7.

The assignee Demand Response Aggregator or beneficiary must sign Annexe 4 with the relevant DSOs.

4. TECHNICAL APPROVAL

4.1 Scope of application of the Technical Approval

Any legal entity wishing to sell its electricity load reductions through participation in the NEBEF Terms and Conditions as a Demand Response Aggregator or in the MA-RE Terms and Conditions as a Balancing Service Provider must hold a Technical Approval granted by RTE, according to the conditions defined below. Technical Approval is issued to the legal entity having applied for it and is valid both for a Demand Response Aggregator and for a Balancing Service Provider of this legal entity. For clarity of understanding of this chapter, the term "Demand Response Provider" covers the "Demand Response Aggregator" and the "Balancing Service Provider".

4.2 Purpose of the Technical Approval

The aim of Technical Approval is to verify the capacity to technically implement load reductions. It certifies that:

- the checks referred to in this chapter have been carried out,
- that these checks have allowed to verify that the Demand Response Provider's load reductions are implemented by means of a specific chain of command,
- that this chain of command is compliant with the expected specifications,
- and that the Demand Response Provider is able to manage its electricity load reductions.

From 1 January 2024, the Technical Approval will allow the Demand Response Provider to declare Load Reduction Schedules on NEBEF or to submit Balancing Bids on the Balancing Mechanism, within the limits defined in Article 4.3.2.2.

4.3 Terms and conditions for granting, refusing and re-evaluating Technical Approval

4.3.1 Obtaining Technical Approval

4.3.1.1 *Initial application for Technical Approval initiated by the Demand Response Provider*

To obtain technical approval, the Demand Response Aggregator Notifies RTE of an initial application for Technical Approval in accordance with the model in *0*.

This request must be accompanied by a file which includes:

- the documentation describing in a detailed manner the way in which the Demand Response Provider implements the technical demands described in Article 4.3.3;
- the supporting documents for completing at least three (3) order management tests, performed by the Demand Response Provider within two (2) months preceding the application for Technical Approval, using the previously described chain of command. In particular, these elements should demonstrate that the Demand Response Provider is able to control the load reductions, in accordance with the demand response order, through proof of operation of the chain of command. It is not necessary to provide the Load Curves of the activations carried out.

In application of Article 2.9, RTE reserves the right to request a translation into French, at the cost of the Demand Response Provider, of all or part of the documentation in the Technical Approval application file.

RTE acknowledges receipt of the Technical Approval and the attached file. Within five (5) Business Days following the date of receipt of the Technical Approval, RTE Notifies the Demand Response Provider of its decision:

- of the refusal of the request, if the file is incomplete. The Demand Response Provider will then renew the request for Technical Approval;
- of approval of the request, if the file is complete.

4.3.1.2 Prior checks by RTE

Technical Approval is delivered after verification by RTE or by a third party under monitoring by RTE, of the compliance with technical specifications declared by the Demand Response Provider in the Technical Approval file, with regard to the technical requirements required by the chains of command for load reductions.

These verifications consist in:

- an examination of the documentation sent by the Demand Response Provider to RTE, describing the way in which the Demand Response Provider responds to the technical requirements under Article 4.3.3;
- an examination of the elements transmitted by the Demand Response Provider to RTE, justifying the completion of at least three (3) load reduction order management tests, as specified in Article 4.3.1.1.

At the end of these checks and within one (1) month of Notification of the decision to reject or accept the initial application referred to in Article 4.3.1.1, RTE shall Notify the Demand Response Provider of its decision to issue or reject the Technical Approval. In the case of refusal, the Demand Response Provider will need to submit a new application to obtain Technical Approval.

4.3.1.3 Limitation associated with the first year of Technical Approval

Up until 31 January of the year following the year of entry into force of the Technical Approval, the Demand Response Capacity which can be offered by a Demand Response Aggregator (resp. Balancing Service Provider) is limited to 100 MW per Half-Hourly Interval on the NEBEF mechanism (resp. on the Balancing Mechanism for upward Balancing Energy Bids).

4.3.2 Duration and re-evaluation of the Maximum Demand Response Capacity of the Technical Approval

From 1 January 1 2024, the Maximum Demand Response Capacity that can be offered by a Demand Response Aggregator (resp. Balancing Service Provider) per half-hourly interval on the NEBEF mechanism (resp. on the Balancing Mechanism) is defined according to the reliability of the activations carried out by the Demand Response Provider during the years N-2 and N-3 according to the scale defined below.

Technical Approvals which were to have been renewed prior to 31 December 2023 under the conditions of Article 4.3.2 in the NEBEF Terms and Conditions version 3.3 are extended until 31 December 2023.

4.3.2.1 *Calculation of the reliability to define the level of limitation of the Demand Response Provider for a year N.*

The reliability of a Demand Response Provider to define the level of limitation of the Demand Response Provider for a year N is calculated the previous year on the basis of the reliability indicators published for years N-2 and N-3.

The indicator taken into account to determine the Maximum Demand Response Capacity with which the Demand Response Operator can participate for year N is calculated as follows:

$$Reliability_{Approval}(N) = \frac{0.8\ x\ Reliability_{N-3} + \ 1.2\ x\ Reliability_{N-2}}{2}$$

With:

- Reliability $_A$: Reliability in volume with capping of excess load reductions of the activations carried out in year Y by a Demand Response Operator on the BM and NEBEF mechanisms combined, calculated as the ratio between:
    - the sum of the metered volumes for all the load reductions on the BM and NEBEF with excess load reductions capped (over a given half-hourly interval. An excess load reduction is defined as Max ((achieved Load Reduction – Load Reduction to be performed),0). On NEBEF, the capping of excess load reductions of a Half-Hourly Interval occurs after there have been multiple load reductions carried out by several DREs of the same Demand Response Aggregator on the Half-Hourly Interval concerned;
    - and the sum of the volumes to be performed corresponding to:
        - on the BM, at the volume requested by RTE excluding orders rejected by the Balancing Service Provider due to non-compliance with the Bid Usage Conditions,
        - On NEBEF, the load reduction schedule retained by RTE.

This reliability indicator is calculated and transmitted to the Demand Response Provider:

- Provisionally on 31 May of the previous year;
- Definitively as of 31 October of the previous year.

Any dispute concerning the provisional indicator Notified after 30 September of the previous year is not taken into account in the final indicator. The final indicator published integrates the disputes dealt with bilaterally with the market participants.

In order to calculate the reliability indicator for a year, a Demand Response Operator must have completed at least three (3) demand response days on its entire portfolio, including the Balancing Mechanism and NEBEF. The number of demand response days is counted as the sum of the distinct days of activations per entity for a Demand Response Provider.

The number of demand response days completed for years N-3 and N-2 impacts the years taken into account in the calculation of the reliability indicator defining the level of limitation of the Demand Response Provider for year N, as defined in the following table:

Number of demand response days N-3	**Number of demand response days N-2**	**Years taken into account in the calculation of the *Reliability $_{Approval}$ (N)* reliability indicator**
≥ 3 days	≥ 3 days	N-3 and N-2
< 3 days	≥ 3 days	N-2 only

< 3 days	< 3 days	No reliability for N
≥ 3 days	< 3 days	No reliability for N

For a Demand Response Provider having obtained its Technical Approval in a N-2 year, if it has completed at least three (3) days of demand response in that N-2 year, its reliability indicator defining the level of limitation for the N-1 year is considered to be greater than 80% and this from 01/02/N-1.

N-2 (Request for Approval)	**Limitation N-2**	**Limitation N-1**	**Limitation N**
Number of demand response days: ≥ 3 days	100 MW until 31/01/N-1	No limitation from 01/02/N-1	Function of the indicator calculated for N-2
Number of demand response days: < 3 days		100MW from 01/02/N-1	100 MW

4.3.2.2 Scale of limitation associated with the reliability indicator Reliability $_{Approval}$ for year N.

For each Half-Hourly Interval of a year N, the Demand Response Capacity with which a Demand Response Provider can participate on the Balancing Mechanism for upward balancing energy bids or on NEBEF is limited on the basis of the reliability of the Demand Response Provider in accordance with the scale below. This limit can be cumulated between the two mechanisms.

Criteria	**Limit on BM or NEBEF at half-hourly interval (cumulative)**
Reliability $_{Approval} \geq 80\%$	No limitation
$75\% \leq$ *Reliability* $_{Approval} < 80\%$	600 MW
$70\% \leq$ *Reliability* $_{Approval} < 75\%$	400 MW
$60\% \leq$ *Reliability* $_{Approval} < 70\%$	200 MW
$50\% \leq$ *Reliability* $_{Approval} < 60\%$ or: - if 1st year of Technical Approval - if less than 3 days of demand response in N-2	100 MW
Reliability $_{Approval} < 50\%$	50 MW

In the case of a Group of Companies, of which several member companies have the Demand Response Aggregator status or Balancing Service Provider status, the limitation described above applies to the consolidated Load Reduction Perimeter, corresponding to all Load Reduction Perimeters of the member companies of the Group of Companies.

In the case of a Group of Companies, it is the lowest Reliability $_{Approval}$ indicator among the approved Reliability $_{Approval}$ indicators of the member companies of the Group of Companies that is selected, in order to determine the Demand Response Capacity with which a Demand Response Provider can participate on the Balancing Mechanism or on the NEBEF on all of the Load Reduction Perimeters of the member companies of the Group of Companies acting as a Demand Response Provider.

4.3.3 Requirements relating to the Demand Response Provider's technical system

4.3.3.1 Technical and contractual identification system

The Demand Response Provider defines and implements a reference identification system for the technical equipment, to uniquely identify each constituent of its load reduction chain of command. It then transmits to RTE the reference documentation of the rules of unique identification of technical equipment.

It also implements a system for managing contractual identifications (Consumption Site, Demand Response or Balancing Entity) and relations with the technical identifications of its chain of command, to identify the entire operational command system.

The Demand Response Provider transmits to RTE a detailed description of the management system of contractual identifications and associated technical identifications.

4.3.3.2 Documentation on the command system

The Demand Response Provider transmits documentation to RTE describing in detail the technical and functional design of the chain of command, specifying:

- the technical design implemented;

- the main functions associated with each component of the system.

The chain of command of load reductions must incorporate a mechanism to ensure, for each order of a load reduction, the temporality of change in consumption of the Consumption Sites concerned.

The Demand Response Provider sends detailed documentation of this mechanism to RTE.

4.3.3.3 Commissioning and maintenance of technical equipment

The integration of new equipment in the chain of command must subject to a predefined and formalised functional verification, to ensure their proper integration in the chain of command. The Demand Response Provider transmits an suitable document to RTE describing this new system in the context of its application for Technical Approval.

The Demand Response Provider defines and implements a system to ensure the preventive and corrective maintenance of its equipment, and transmits a description of the implemented maintenance system to RTE.

4.4 Transfer of the Technical Approval

Technical Approval is granted by RTE in consideration of the capacity of the Demand Response Provider to technically implement electricity load reductions.

In order for the status to be transferred to a third party, the latter must provide evidence of the transfer of all shares (particularly in the context of a universal transfer of shares), whether physical or software, from the conceding Demand Response Provider, allowing the technical implementation of load reductions referred to in Article 4.3.3.

To do this, the Demand Response Provider must submit a request for transfer of Technical Approval including all the elements justifying this transfer.

RTE will review the request within (1) month of receipt of the request. RTE may either accept the request to transfer the Approval or reject the request.

If the request for the transfer of Technical Approval is accepted, the Demand Response Provider taking over is subject to the limitations specified in Article 4.3.2.2 in force for the ceding Participant at the time of the transfer of Technical Approval.

In the event that the request for transfer of Technical Approval is rejected, the Demand Response Provider may submit an initial request for Technical Approval under the conditions laid down in Article 4.3.1.1.

4.5 Withdrawal of the Technical Approval

If the Reliability $_{Approval}$ indicator of the Demand Response Provider is less than 50% for a given year, the Demand Response Provider must submit measures to RTE that provide a Reliability $_{Approval}$ indicator that is greater than this threshold within three (3) months after the publication of the final indicator.

If the Demand Response Provider's Reliability $_{Approval}$ indicator is below 50% for more than 3 years in a row, RTE will send a Notification (in accordance with the procedures defined in Article 2.12) to the holder of the Technical Approval of formal notice to submit measurements that provide a Reliability $_{Approval}$ indicator above this threshold within ten (10) Business Days from the date of receipt.

If no measures are taken or, if the measures proposed by the holder of the Technical Approval are insufficient to meet the obligations laid down in the specifications, the formal notice will be considered unsuccessful and will justify RTE's withdrawal of the Technical Approval from its holder. RTE will Notify its decision of withdrawal or maintenance of the Technical Approval within fifteen (15) Business Days from the date of formal notice.

Termination of the Demand Response Aggregator's Participation Agreement shall entail the automatic withdrawal of the Technical Approval.

In accordance with Article R. 271-4 of the French Energy Code, withdrawal of Technical Approval may be accompanied by a disqualification from pursuing the activity of Balancing Service Provider or Demand Response Aggregator, by order of the Ministry of Energy at the proposal of RTE.

5. LOAD REDUCTION PERIMETER

5.1 Notion of Load Reduction Perimeter

The conditions for attachment of Consumption Sites to Demand Response Entities and DREs to the Load Reduction Perimeter of a Demand Response Aggregator are described in Article 5.2. A DRE can be Remotely-Read or Profiled. Its typology depends on the nature of the Consumption Sites that comprise it. The Load Reduction Perimeter attached to a Demand Response Aggregator is composed of one or several Demand Response Entities. A Load Reduction Perimeter cannot be transferred to another Demand Response Aggregator.

5.2 Conditions for attachment to a Load Reduction Perimeter

5.2.1 Conditions for attachment applicable to a Demand Response Entity

A Demand Response Entity must be attached to a single Load Reduction Perimeter only.

5.2.2 Conditions for attachment applicable to a Consumption Site

5.2.2.1 Attaching a Consumption Site to DREs

5.2.2.1.1 Principle

Within a Load Reduction Perimeter, a Consumption Site must be attached to a single Demand Response Entity.

A Consumption Site may be attached to several Demand Response Entities insofar as these Demand Response Entities belong to different Demand Response Aggregators. If a Consumption Site is already attached to both a Balancing Entity and a DRE in accordance with Article 5.2.2.2, it cannot be attached to Demand Response Entities belonging to different Demand Response Aggregators.

A Consumption Site can only be attached to a Demand Response Entity certified with the "consumption history" method if it holds a valid certification for this method as described in Article 7.2.5.1. A Consumption Site can only be attached to a Demand Response Entity certified with the "demand forecast" method if it holds a valid certification for this method as described in Article 7.2.5.1.

5.2.2.1.2 Elements transmitted by RTE

To verify the above conditions for Consumption Sites connected to the Public Distribution System, RTE sends, no later than ten (10) Business Days before the end of each Calendar Month M, to each Distribution System Operator:

- the list of Demand Response Entities;
- the certification method associated with each Demand Response Entity;
- the list of Consumption Sites connected to the Distribution System Operator's network and certified with the "demand forecast" method, and, up to "Date I" for each of these Consumption Sites, the Minimum Load Reduction Capacity defined in the application for approval;
- the list of Consumption Sites connected to the Distribution System Operator's network and certified with the "consumption history" method, the variant selected for the certification and applied for the calculation of the reference consumption history for each of these Consumption Sites and, up to "Date I", the Minimum Load Reduction Capacity.

5.2.2.1.3 Conditions applicable to the Demand Response Entity

A Demand Response Entity is made up of Consumption Sites which all have the same method for certification of load reductions.

A Demand Response Entity integrated into the Load Reduction Perimeter must respect the following conditions:

- A Remotely Read DRE is made up exclusively of Remotely-Read Consumption Sites connected, directly or indirectly, to the PTS or to the PDS.
- Before 1 January 2023, a Profiled DRE is composed of at least one Profiled Consumption Site, and, potentially, Remotely-Read Consumption Sites for which the Subscribed Power is less than or equal to 250 kW.
- From 1 January 2023, a Profiled DRE is composed of Consumption Sites whose Subscribed Power is less than the threshold below which the consumption of the Sites can be calculated by Profiling, as defined in Chapter F of Section 2 of the MA-RE Terms and Conditions.

Specific conditions apply for Consumption Sites belonging to several Demand Response Entities when the Load Reduction Schedules for these various entities are declared on a same time interval. These provisions are described in Article 6.3.4.

5.2.2.2 Joint attachment of a Consumption Site to a Balancing Entity and a Demand Response Entity

Based on the list of Consumption Sites jointly belonging to a Balancing Entity and a Demand Response Entity, submitted by the Demand Response Aggregator under Article 5.5, the participation of a same Consumption Site connected both to a Balancing Entity (hereafter BE) and a DRE is possible on condition that the Party, in its capacity as a Demand Response Aggregator or as a Balancing Service Provider, is the same legal entity. In this case, the attachment of a Consumption Site to several Demand Response Entities of Demand Response Aggregators as described in Article 5.2.2.1 is not permitted. Conversely, if the Consumption Site is already attached to multiple Demand Response Entities of multiple different Demand Response Aggregators, it cannot be attached to a Balancing Entity.

The Party in its status as Balancing Service Provider, may submit Balancing Bids on the Balancing Mechanism for the BE to which the joint Consumption Site is attached, on a Half-Hourly Interval for which the same Party, as Demand Response Aggregator has Notified a Declared Load Reduction Schedule for the Demand Response Entity to which the same Consumption Site is attached, if the DRE and BE concerned have exactly the same composition or if over ninety (90) per cent of the consumption sites making up the DRE also belong to the BE and vice versa. The terms for calculating the Achieved Load-Reduction Time Series are described in Article 7.3.1.

From a date " D” ", the Party in its status as Balancing Service Provider, may submit Balancing Bids on the Balancing Mechanism for the BE to which the joint Consumption Site is attached, on a Half-Hourly Interval for which the same Party, as Demand Response Aggregator has Notified a Declared Load Reduction Schedule for the Demand Response Entity to which the same Consumption Site is attached, if less than ten (10) per cent of consumption sites making up the DRE also belong to the BE and vice versa. The terms for calculating the Achieved Load-Reduction Time Series are described in Article 7.3.1.1.

5.2.2.3 Preconditions for any procedure of attachment of a Consumption Site

5.2.2.3.1 Prior agreement from the Consumption Site:

5.2.2.3.1.1 Principle and content of the agreement

In accordance with Article R. 271-2 of the French Energy Code, prior to initiating any procedure for attachment of a Consumption Site to a Load Reduction Perimeter, as described in Articles 5.5.2.1 and 5.5.2.2, the Demand Response Aggregator must ensure it has obtained written approval, potentially by email, from the holder of the Consumption Site System Access Contract. It is responsible for obtaining, monitoring and updating the Consumption Site agreement.

In case of non-compliance with this obligation, the Demand Response Aggregator is responsible for any consequences resulting from the disclosure of any information, due to an absence of agreement or withdrawal of the agreement of the Consumption Site.

The prior agreement of the contract holder for access to the Consumption Site network formalises:

- the authorisation given by the latter to the Demand Response Aggregator to perform one or more load reductions:
- its participation in the mechanism for valuing load reductions on energy markets;
- its agreement for transmission of various commercially sensitive information or information, particularly commercial information, required for the proper operation of the mechanism for load reduction participation in energy markets;
- the authorisation given to RTE to carry out audits of measuring and transmission systems set up by the Demand Response Aggregator, as well as to control the chain of command set up by the Demand Response Aggregator, including during experiments;
- For Consumption Sites with a CART or CARD or Metering Data Service Contract, which belong to a Remotely-Read DRE, and with subscribed power greater than 36 kVA, the agreement must specify that the Corrected Model governs the payment the Demand Response Aggregator owes the Consumption Site following an electricity Load Reduction.
- For Consumption Sites for which the subscribed power is less than or equal to 36 kVA, with a CARD or Metering Data Service Contract, the holder's commitment to:
    - using Annex 7, provide the System Operator with the name of its Electricity Supplier within a period compatible with the procedure for attaching the Remotely-Read Consumption Site to a Load Reduction Perimeter described in Article via 5.5.2.1.3;
    - to inform the System Operator of any change in its Electricity Supplier within thirty (30) Days before this change comes into force via the update of 0;
    - to answer requests made by the System Operator.

  Any System Operator can require a Consumption Site connected to its System and participating in the NEBEF Terms and Conditions to provide the name of its Electricity Supplier.
- If approval is granted by the holder of the CARD or Metering Data Service Contract with a DSO, the authorisation of the Consumption Site granted to (i) the Demand Response Aggregator to submit the consumption data read by the equipment installed by the Demand Response Aggregator to RTE and (ii) to the DSO to provide the Demand Response Aggregator with the consumption Load Curves made in accordance with article 7.1.3.1 and 7.1.3.2.2.1.

5.2.2.3.1.2 Signing of the agreement

The prior agreement of the Consumption Site must be signed by the contract holder of the System Access Contract of the Consumption Site.

The agreement must have only one date of signature.

In case of dispute regarding the date of signature by another Demand Response Aggregator under contract with the same Consumption Site, RTE may request a copy of the prior Agreement with the Consumption Site from the Demand Response Aggregator.

5.2.2.3.1.3 Transmission of the prior Agreement of the Consumption Site to the System Operator

The System Operator to which the Consumption Site is connected may request that the Demand Response Aggregator transmit the Consumption Site agreement through a Notification, in case of serious doubt as to the existence and/or validity of this agreement. In this case, the Demand Response Aggregator is required to Notify the Consumption Site Agreement to the System Operator within five (5) Business Days from the date of receipt of the request from the said System Operator. If the Demand Response Aggregator does not send this document to the System Operator within the specified time, the System Operator Notifies the Demand Response Aggregator that the site will be removed from its Load Reduction Perimeter. If the signing date of the Consumption Site agreement is earlier than the date of the last change in contract holder organising access to the system for the Consumption Site, the System Operator of the network the Consumption Site is connected Notifies the Demand Response Aggregator that the Consumption Site will be removed from its Load Reduction Perimeter.

5.2.2.3.1.4 Effects of termination of the agreement

The termination of the agreement of the contract holder of the Consumption Site System Access Contract for its demand response participation in energy markets integrated in the Load Reduction Perimeter of a Demand Response Aggregator, leads to the removal of this Consumption Site from the Load Reduction Perimeter. The termination of the prior agreement results from the voluntary termination of the contract holder of the System Access Contract, or from a change in the contract holder of the System Access Contract.
In both cases, the Demand Response Aggregator is required to Notify the System Operator of the Network the Consumption Site is connected to within five (5) Business Days. In the event of termination, within ten (10) Business Days of Notification by the Demand Response Aggregator and if the latter does not submit the prior agreement of the Consumption Site, the System Operator of the network the Consumption Site is connected to Notifies the Demand Response Aggregator of the removal of the Consumption Site from its Load Reduction Perimeter and the effective date of this removal.

From receipt of the Notification by the Demand Response Aggregator, the latter can no longer perform load reductions at the Consumption Site subject to removal.

Within three (3) Business Days from the date of receipt of Notification of the Consumption Site's withdrawal from the Demand Response Aggregator, the Distribution System Operator shall Notify RTE of such withdrawal.

The updated Load Reduction Perimeter takes effect in accordance with the deadlines given in Article 5.5.3.

5.2.2.3.2 Identification of the Consumption Site

Before initiating any procedure for attaching a Consumption Site to a Load Reduction Perimeter, as described in Articles 5.5.2.1 and 5.5.2.2 or any application for certification to the methods based on

forecast or consumption history, as described in Articles 7.2.4 and 7.2.5, the Demand Response Aggregator must identify each of the Consumption Sites concerned by the attachment procedure or the application for certification.

5.2.2.3.2.1 Definition of the identification reference

The Consumption Site is identified by the reference used by the System Operators.

This reference is defined according to the connection of the Consumption Site on the Public Distribution System or on the Public Transmission System:

- For Consumption Sites connected to the Public Distribution Network, the reference is the official reference used by the Distribution System Operator to which the Consumption Site is connected, preceded by the associated prefix;
- for Consumption Sites connected to the Public Transmission System, the reference is the Metering code.

If the references specified above are not included, the application to attach the Consumption Site will not be considered admissible.

5.2.2.3.2.2 Obtaining the reference of the Consumption Site

When the System Operators' reference used is not known by the System Operators, the System Operators provide the Demand Response Aggregator making the request with the means to obtain the reference from the following information:

- For Consumption Sites connected to the Public Transmission System:
    - the SIRET number;
- For Consumption Sites connected to the Public Distribution System:
    - the SIRET number;

or

    - the postal address, consisting of the following elements:
        - street number,
        - street name,
        - additional address details (residence, building, staircase, floor, location on the floor, etc.) ;
        - the postal code;
        - town.

When the above elements do not allow the Operator to identify the reference of the Consumption Site, the Distribution System Operator can request additional information from the Demand Response Aggregator among the following elements:

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

  and/or

- the meter number.

When the Demand Response Aggregator requests it, for Consumption Sites connected to the Public Distribution System, the Distribution System Operator provides access to the information enabling identification of the Consumption Site by its reference. The NEBEF IS Terms and Conditions specify the terms, formats and means of exchanges between the Demand Response Aggregators and the Distribution System Operators concerned. Annexe 4, concluded between the Distribution System Operator and the Demand Response Aggregator, provides a framework for these information exchanges and sets out the scope and limits of use of the data acquired by the Demand Response Aggregator.

The Demand Response Aggregator then transmits the list of Consumption Sites to the System Operator to which each of the Consumption Sites concerned is connected, in accordance with Article 5.5.

The existence of a Consumption Site must be confirmed by the System Operator, based on DPN, RMP, CARD or CART numbers. The System Operator is responsible for the unique identification of DPN, RMP, CARD and CARTs on its network.

5.3 Maximum and minimum Demand Response Capacity

5.3.1 Demand Response Capacity of a Consumption Site

The Maximum (respectively Minimum) Demand Response Capacity of a Consumption Site is the maximum (respectively minimum) drop in consumption that the Consumption Site can achieve during a Load Reduction.

For Remotely-Read Consumption Sites:

- the Maximum Demand Response Capacity is Notified for any Consumption Site integrated within a Load Reduction Perimeter. It may not exceed the highest Subscribed Power of the Consumption Site. It is checked before each start of the month. If the Maximum Demand Response Capacity is greater than the Subscribed Power of the Consumption Site, the Maximum Demand Response Capacity is limited to that Subscribed Power. For Metered Sites, the Maximum Demand Response Capacity is limited to the Maximum Power extracted by the Consumption Site for one calendar year. This condition is verified through spot audits from System Operators;

- up to "Date I", the Minimum Demand Response Capacity is Notified at minimum for any Remotely-Read Consumption Site attached to a Demand Response Entity certified with the "demand forecast" method or the "consumption history" method.

For Profiled Consumption Sites, the Maximum Demand Response Capacity is approximated by the Subscribed Power of the Profiled Consumption Site and up to "Date I" the Minimum Demand Response Capacity is approximated by the value zero (0).

5.3.2 Demand Response Capacity of a Demand Response Entity

The Maximum (respectively Minimum) Demand Response Capacity of a Demand Response Entity is the maximum (respectively minimum) power that all of the Consumption Sites of a Demand Response Entity can achieve during a Load Reduction, over a Half-Hourly Interval, taking into account multiples.

Up to "Date I", the Minimum Demand Response Capacity and the Maximum Demand Response Capacity of a DRE are declared by the Demand Response Aggregator to RTE when the DRE creation is requested. They may be amended monthly, no later than five (5) Business Days before the end of each Calendar Month M for RTE to take into account for the M+1 Calendar Month.

Up to "Date I", if there is no Notification by the Demand Response Aggregator of the Maximum (respectively Minimum) Demand Response Capacity of a DRE, it is equal to the sum of the Maximum Demand Response Capacities (minimum Demand Response Capacities, respectively) of the Consumption Sites that compose it.

Up to "Date I", the Minimum Demand Response Capacity of a DRE for the Calendar Month M cannot be less than the minimum Demand Response Capacity of the Consumption Sites that compose it for the Calendar Month M. The Maximum Demand Response Capacity of a DRE for a Calendar Month M may not be greater than sum of the Maximum Demand Response Capacities of the Consumption Sites that make it up for the Calendar Month M.

From "Date I", the Maximum Capacity is calculated by RTE. It is equal to the sum of the Maximum Demand Response Capacities of the Consumption Sites that compose it.

The Demand Response Capacities of a Demand Response Entity are expressed in Megawatts with a precision level of three decimal places after the decimal point. The rounding rules described in Article 2.10 are applicable.

5.4 Impact Factor by Delivery Point Substation

For any request to add a Consumption Site connected to the Public Distribution System at the Demand Response Entity's, the DSO concerned takes into account the multiple load reductions and shifted loads in the calculation of the Impact Factor by Delivery Point Substation.

The Impact Factor by Delivery Point Substation associated with a Demand Response Entity is the result of the concatenation, made monthly by RTE, of the contribution of all DSOs to the Systems on which Sites attached to this DRE are connected.

Each DSO Notifies RTE of the maximum variation per DRE in upward and downward transmitted power that each Delivery Point Substation, connected to the System and connected to Sites attached to that DRE, may be subject to during a load reduction or shifted load on this DRE. This Notification is made, in accordance with the NEBEF IS Terms and Conditions, five (5) Business Days before the end of each Calendar Month M.

5.5 Set of rules for evolution of the Load Reduction Perimeter

Based on the information transmitted to it in application of Articles 5.5.1 and 5.5.2, RTE updates the Load Reduction Perimeters of the Demand Response Aggregators.

Any evolution of a Load Reduction Perimeter is subject to compliance with the conditions described in Article 5.2. Any Notification made:

- between RTE and the Demand Response Aggregator must be addressed to the contacts designated in Article 1.7 of *Annexe 1*
- between the Distribution System Operator and the Demand Response Aggregator must be addressed to the contacts designated in Annexe 4;
- between RTE and a Distribution System Operator must be addressed to contacts designated respectively by RTE and the Distribution System Operator in Article 4.9 of 0.

5.5.1 Evolution linked to a Demand Response Entity

5.5.1.1 Set up of a DRE by a Demand Response Aggregator

In the course of execution of the Agreement for Participation in the NEBEF Terms and Conditions, the Demand Response Aggregator can Notify RTE of a request to create a Demand Response Entity. The request must specify:

- the type of DRE: Remotely Read or Profiled DRE,
- The certification method of the load reductions applicable to this DRE.

Determination of the certification method to be applied by RTE shall be made in accordance with Article 7.2.1. In this context, RTE checks compliance by the DRE and by the Demand Response Aggregator of the limitations associated with the chosen certification method.

Within seven (7) Business Days following Notification of the request, RTE Notifies the Demand Response Aggregator of the name of the DRE. A Demand Response Entity is valid for an indefinite period.

The updated Load Reduction Perimeter takes effect in accordance with the deadlines given in Article 5.5.3.

5.5.1.2 Removal of a DRE by a Demand Response Aggregator

In the course of execution of the Agreement for Participation in the NEBEF Terms and Conditions, the Demand Response Aggregator can Notify RTE of a request to withdraw a DRE from its Load Reduction Perimeter.

Within seven (7) Business Days following receipt of the request, RTE proceeds with the removal of the DRE and Notifies the Demand Response Aggregator of this.

Within three (3) Business Days following receipt of the Notification of removal, RTE shall Notify the date of the Load Reduction Perimeter update to the Demand Response Aggregator and the Distribution System Operator concerned when the DRE contains Consumption Sites connected to its Public Distribution System.

The removal of the Demand Response Entity from the Load Reduction Perimeter takes effect in accordance with the timelines outlined in Article 5.5.3.

5.5.2 Evolution linked to a Consumption Site

5.5.2.1 Evolution linked to a Remotely-Read Consumption Site

5.5.2.1.1 Addition of a Remotely-Read Consumption Site with RTE

In the course of execution of the Agreement for Participation in the NEBEF Terms and Conditions, the Demand Response Aggregator adds a Consumption Site connected to the PTS to its Load Reduction Perimeter by Notifying RTE of the following information:

- the reference of the Remotely-Read Consumption Site, as specified in Article 5.2.2.3.2;
- the Maximum and, where applicable, "up to Date I" Minimum Demand Response Capacity of the Remotely-Read Consumption Site;
- the Load Reduction Category of the Remotely-Read Consumption Site;
- the identification information of the Remotely Read DRE to which it wishes to attach the Remotely-Read Consumption Site;
- the date of contracting with the Remotely-Read Consumption Site;
- if applicable, the name of the Balancing Entity to which the Remotely-Read Consumption Site may also belong.

The Demand Response Aggregator is responsible for obtaining, monitoring and updating the Remotely-Read Consumption Site prior agreement, for the cases referred to in Article 5.2.2.3.1. In

case of non-compliance with this obligation, the Demand Response Aggregator is responsible for any consequences resulting from the disclosure of any information, due to an absence of agreement or withdrawal of the agreement of the Remotely-Read Consumption Site.

Within a period of seven (7) Business Days from the date of receipt of the Demand Response Aggregator's request, RTE:

- performs the checks described in Article 5.2.2*;*
- where relevant, Notifies the Demand Response Aggregator the legitimate grounds for the rejection of the Remotely-Read Consumption Site, in accordance with Article 5.2.2*;*
- if relevant, Notifies the Demand Response Aggregator of the list of Remotely-Read Consumption Sites having already contracted with another Demand Response Aggregator, including the dates of contract with each of the Remotely-Read Consumption Sites concerned.

The updated Load Reduction Perimeter takes effect in accordance with the deadlines given in Article 5.5.3.

5.5.2.1.2 Request for removal of a Remotely-Read Consumption Site with RTE

In the course of execution of the Agreement for Participation in the NEBEF Terms and Conditions, the Demand Response Aggregator proceeds with the removal of a Consumption Site connected to the PTS from its Load Reduction Perimeter by Notifying RTE of a request for removal specifying the reference of the Remotely-Read Consumption Site in accordance with Article 5.2.2.3.2 and the identification of the Remotely-Read DRE to which the Remotely-Read Consumption Site is attached.

The updated Load Reduction Perimeter takes effect in accordance with the deadlines given in Article 5.5.3.

5.5.2.1.3 Addition or Modification of a Remotely-Read Consumption Site connected to the PDS

In the course of execution of the Agreement for Participation in the NEBEF Terms and Conditions, the Demand Response Aggregator may add one or more Remotely-Read Consumption Site(s) connected to the Public Distribution System.

The Demand Response Aggregator Notifies a request to add a Remotely-Read Consumption Site to the Distribution System Operator on which the Remotely-Read Consumption Site(s) referred to in the request is/are connected.

The Demand Response Aggregator transmits the following elements to the Distribution System Operator concerned:

- the reference of the Remotely-Read Consumption Site(s), as specified in Article 5.2.2.3.2;
- the Maximum, and, where applicable, "up to Date I" Minimum Demand Response Capacity of each Remotely-Read Consumption Site;
- the Load Reduction Category;
- the name of the Demand Response Entity;
- the date of contracting with the Remotely-Read Consumption Site;
- if applicable, a list of the Consumption Sites that belong to both a Demand Response Entity and a Balancing Entity.

The Demand Response Aggregator is responsible for obtaining, monitoring and updating the Remotely-Read Consumption Site agreement, for the cases referred to in Article 5.2.2.3.1. In case

of non-compliance with this obligation, the Demand Response Aggregator is responsible for any consequences resulting from the disclosure of any information, due to an absence of agreement or withdrawal of the agreement of the Remotely-Read Consumption Site.

Up to "Date I", The Demand Response Aggregator can modify the Minimum Load Reduction Capacity of a Remotely-Read Consumption Site(s) attached to a certified Demand Response Entity(ies) using the "demand forecast" method or the "consumption history" method. If it wishes to integrate it into its Load Reduction Perimeter for the Calendar Month M+1, the Demand Response Aggregator must Notify the following elements to the Distribution System Operator concerned within the time limits set out in Article 5.5.3:

- the reference of the Remotely-Read Consumption Site(s), as specified in Article 5.2.2.3.2;
- the new Minimum Load Reduction Capacity of each Remotely-Read Consumption Site;

Within a period of seven (7) Business Days from the date of receipt of the Demand Response Aggregator's request, the Distribution System Operator concerned:

- performs the checks described in Article 5.2.2;
- verifies that the Maximum Load Reduction Capacity of the Site is less than or equal to the Subscribed Power of the Site;
- if relevant, Notifies the Demand Response Aggregator of the list of Remotely-Read Consumption Sites having previously signed a contract with another Demand Response Aggregator, including the dates of contract with each of the Remotely-Read Consumption Sites concerned.
- if relevant, Notifies the Demand Response Aggregators other than the one having made the request, of the list of Consumption Sites in their perimeter that have just been integrated into the Demand Response Entity;
- informs the Demand Response Aggregator via a Notification that the Remotely-Read Consumption Site(s) has/have been added to the Demand Response Entity;
- verifies the Load Reduction Category of the Consumption Site;
- where relevant, Notifies the Demand Response Aggregator of the legitimate grounds for the rejection of the Remotely-Read Consumption Site[s], in accordance with Article 5.2.2*;*
- notifies RTE of the addition of the Remotely-Read Consumption Site[s] to the Demand Response Entity and the legitimate grounds for the rejection of certain Remotely-Read Consumption Sites in accordance with Article 5.2.2*.*

In the specific case of requests to add Remotely-Read Consumption Sites to a Demand Response Entity certified with the "demand forecast" method or "consumption history" method, if, at the time of processing by the Distribution System Operator of the Demand Response Aggregator's request, the information provided for in Article 5.2.2.1 has not yet been transmitted by RTE to the Distribution System Operator, the latter performs the checks described in Article 5.2.2 excluding those requiring this information. If relevant, the Distribution System Operator Notifies the Demand Response Aggregator that the Remotely-Read Consumption Site(s) have been added to the Demand Response Entity. On receipt of the information provided for in Article 5.2.2.1, the Distribution System Operator carries out all the checks provided for in Article 5.2.2 and, if necessary, Notifies the Demand Response Aggregator of the removal of the Remotely-Read Consumption Site(s) from the Demand Response Entity.

The Distribution System Operator Notifies RTE of the following elements for each Remotely-Read Consumption Site wishing to be added to the Demand Response Entity:

- an accurate description of all the Remotely-Read Consumption Sites that make up the Demand Response Entity, according to the Distribution System Operator references defined in Article 5.2.2.3.2*;*

- the Subscribed Power of each Remotely Consumption Site;
- the Maximum, and, where applicable, up to "Date I", Minimum Demand Response Capacity of each Remotely-Read Consumption Site;
- the Balance Responsible Party;
- the Electricity Supplier;
- the Load Reduction Category;
- the Type of contract between DSO and the Site for access to the Public Distribution System;
- the date of contracting between the Remotely-Read Consumption Site and the Demand Response Aggregator;
- where applicable, the Balancing Entity to which the Consumption Site belongs.

The updated Load Reduction Perimeter takes effect in accordance with the deadlines given in Article 5.5.3. If there is no Notification from the Distribution System Operator of the above information to RTE, within the time limits and in accordance with the arrangements laid down in the NEBEF IS Terms and Conditions, the latest information communicated by the Distribution System Operator to RTE will be used for the update of the Load Reduction Perimeter and will be considered unchanged. RTE shall not be held liable for the consequences resulting from the absence of a Notification or for a Notification outside of the deadline of the information as set out in this Article.

The Demand Response Aggregator Notifies the Remotely-Read Consumption Sites that have previously signed a contract with another Demand Response Aggregator of the terms that apply when such Consumption Sites are subject to concurrent Declared Load Reduction Schedules declared by different Demand Response Aggregators, described in Article 6.3.4.

5.5.2.1.4 Removal of a Remotely-Read Consumption Site connected to the PDS at the initiative of the Demand Response Aggregator

In the course of execution of the Agreement for Participation in the NEBEF Terms and Conditions, the Demand Response Aggregator can remove a Remotely-Read Consumption Site from a Demand Response Entity.

The Demand Response Aggregator Notifies a request for removal of the Remotely-Read Consumption Site to the Distribution System Operator to which the relevant Remotely-Read Consumption Site is connected.

The updated Load Reduction Perimeter takes effect in accordance with the deadlines given in Article 5.5.3.

5.5.2.2 Evolution linked to a Profiled Consumption Site

The Demand Response Aggregator with a Profiled DRE in its Load Reduction Perimeter updates on a monthly basis the list of Profiled Consumption Sites and their references, as described in Article 5.2.2.3.2, as well as the written agreements of Profiled Consumption Sites as described in Article 5.2.2.3.1.

No later than the Business Day preceding the last ten (10) Business Days of the Calendar Month M, the Demand Response Aggregator shall Notify the Distribution System Operator concerned of the changes relating to the addition or removal of Profiled Consumption Sites, which it wishes to incorporate in its Load Reduction Perimeter for the Calendar Month M+1.

The changes Notified by the Demand Response Aggregator to the Distribution System Operator must specify:

- The reference of each Profiled Consumption Site concerned by the changes, as defined in Article 5.2.2.3.2*;*
- the Load Reduction Category;
- the dates of contracting with each Profiled Consumption Site
- the purpose of the measurement, which is either the DSO's metering installation or the parts of the electrical installation on which the Demand Response Aggregator manages load reductions;
- if relevant, the list of Profiled Consumption Sites that belong to both a Balancing Entity and a Demand Response Entity.

The Demand Response Aggregator is responsible for obtaining, monitoring and updating the Profiled Consumption Site agreement, for the cases referred to in Article 5.2.2.3.1. In case of non-compliance with this obligation, the Demand Response Aggregator is responsible for any consequences resulting from the disclosure of any information, due to an absence of agreement or withdrawal of the agreement of the Profiled Consumption Site.

At least five (5) Business Days before the end of each Calendar Month M and this even in the absence of any change to the Load Reduction Perimeter initiated by the Demand Response Aggregator, the Distribution System Operator:

- verifies the Balance Responsible Party changes of the Profiled Consumption Sites that occurred during the Calendar Month M;
- verifies the Electricity Supplier changes of the Profiled Consumption Sites that occurred during the Calendar Month M;
- takes into account the change in the Profiled or Remotely-Read nature of the Consumption Sites making up the Demand Response Entity during the Calendar Month M;
- verifies the Load Reduction Category of the Profiled Consumption Sites;
- verifies the Fixed Scale to which each of the Profiled Consumption Sites is attached.
- where relevant, maintains the list of Profiled Consumption Sites making up the Load Reduction Perimeter that have previously signed a contract with one or more Demand Response Aggregators;
- establishes the list of Profiled Consumption Sites for which the originator of the measurement is the Distribution System Operator;
- performs the checks described in Article 5.2.2*,* for each Profiled Consumption Site of the Load Reduction Perimeter and for each Consumption Site that the Demand Response Aggregator wishes to add to it.

Five (5) Business Days before the end of each Calendar Month, the Distribution System Operator Notifies RTE for each Profiled Consumption Site:

- the precise description of the Profiled Consumption Sites, according to its references, as defined in Article 5.2.2.3.2;
- the Subscribed Power of the Profiled Consumption Site;
- the Balance Responsible Party;
- The type of Load Curve used for the reconstitution of flows;
- the Electricity Supplier;
- the Load Reduction Category;
- the Fixed scale;

- the purpose of the measurement, which is either the DSO's metering installation or the parts of the electrical installation on which the Demand Response Aggregator manages load reductions;
- the originator of the measurement, which is either the Demand Response Aggregator if it produces the data, or the Distribution System Operator;
- the date of contracting between the Profiled Consumption Site and the Demand Response Aggregator;
- where applicable, the Balancing Entity to which the Profiled Consumption Site belongs;
- the name of the Profiled Demand Response Entity.

If there is no Notification from the Distribution System Operator of the above information to RTE, within the time limits and in accordance with the arrangements laid down in the NEBEF IS Terms and Conditions, the latest information communicated by the Distribution System Operator to RTE will be used for the update of the Load Reduction Perimeter and will be considered unchanged. RTE shall not be held liable for the consequences resulting from the absence of a Notification or for a Notification outside of the deadline of the information as set out in this Article.

Five (5) Business Days before the end of each Calendar Month M, the Distribution System Operator Notifies the Demand Response Aggregator of:

- the list of Profiled Consumption Sites making up the Profiled Demand Response Entity for the M+1 Calendar Month;
- the list of Profiled Consumption Sites for which the originator of the measurement is the Distribution System Operator;
- where relevant, the list of Profiled Consumption Sites that have previously signed a contract with one or more Demand Response Aggregators;
- the legitimate grounds for the rejection of addition requests for Profiled Consumption Sites in accordance with Article 5.2.2.

The updated Load Reduction Perimeter takes effect within the time limits described in Article 5.5.3 – *Entry into force of Load Reduction Perimeter change requests*.

The Demand Response Aggregator informs the Profiled Consumption Sites that have previously signed a contract with several Demand Response Aggregators of the terms that apply when such Consumption Sites are subject to concurrent Declared Load Reduction Schedules declared by different Demand Response Aggregators, described in Article 6.3.4.

5.5.3 Entry into force of a Load Reduction Perimeter change request

Any changes brought to the Demand Response Aggregator's Load Reduction Perimeter to add or remove a Consumption Site or a Demand Response Entity take effect:

- On the first day of the Calendar Month M+1, if the Notification of the Load Reduction Perimeter change request is received by the System Operator no later than the Business Day preceding the last ten (10) Business Days of the Calendar Month M;
- On the first Day of the Calendar Month M+2, if the Notification of the Load Reduction Perimeter change request is received by the System Operator from ten (10) Business Days prior to the end of the Calendar Month M.

5.5.4 Calculation of distribution keys by DRE

For each Demand Response Entity, RTE calculates the Distribution Key per Payment Model, Electricity Supplier and Fixed Scale monthly, based on the composition of the DRE applicable for the Calendar Month M.

The value of the DRE Distribution Key for the Payment Model M_M, Electricity Supplier F_f and the Fixed Scale B_b is calculated as follows:

$$\text{Clé Répartition}_{[M_M,B_B,F_F],\text{EDE}} = \frac{\sum_{\text{Sites S} \in \{M_M,B_B,F_F\},\text{EDE}} \text{Puissance Souscrite(S)}}{\sum_{\text{Sites S} \in \text{EDE}} \text{Puissance Souscrite(S)}}$$

EDE (Entité D'Effacement) = DRE (Demand Response Entity)

Puissance Souscrite = Subscribed Power

The Distribution Key per Payment Model, Electricity Provider and Fixed Scale is determined with a precision of seven decimal places after the decimal point. The rounding rules described in Article 2.10 are applicable.

The Distribution Key per Payment Model, Electricity Supplier and Fixed Scale is calculated monthly by RTE. The Distribution Key applicable for load reductions made during a Calendar Month M is calculated on the basis of the composition of the DRE during the Calendar Month M.

5.6 Transmission of information on Consumption Sites that subscribe to a Load Reduction Inextricably Linked with Supply offer

In accordance with the provisions of Article R.271-7 of the French Energy Code, Electricity Suppliers declare to the System Operators, on their respective perimeters, the Consumption Sites on which load reductions are activated in the context of load reductions inextricably linked with supply offers, as well as the periods of activation of these load reductions.

This information is used in the context of the certification of load reductions, in accordance with the provisions of Article R.271-5 of the French Energy Code, and in accordance with the procedures specified in Article 6.3.5.

5.6.1 Declaration by the Electricity Suppliers of the Consumption Sites and periods of activation of load reductions inextricably linked with supply offers

5.6.1.1 Information submitted to the System Operator(s)

No later than the Business Day preceding the last ten (10) Business Days of the Calendar Month M, the Electricity Supplier Notifies each System Operator to which Consumption Sites having subscribed to a Load Reduction Inextricably Linked with Supply offer are connected:

- the list of Consumption Sites that have subscribed to a Load Reduction Inextricably Linked with Supply offer, identified by the reference used by the System Operators as defined in Article 5.2.2.3.2;
- for each of these sites, the name of the Load Reduction Inextricably Linked with Supply offer the site has subscribed to;

The Electricity Supplier declares this information in accordance with the terms set out in the NEBEF IS Terms and Conditions.

For each Day on which the Electricity Supplier activates a Load Reduction Inextricably Linked with Supply offer, the latter Notifies the System Operators to which the Consumption Sites which have subscribed to this offer are connected:

- the name of the activated Load Reduction Inextricably Linked with Supply offer;
- The date and time on which the notice of activation of the Load Reduction Inextricably Linked with Supply was transmitted to the sites that subscribed to the offer;
- The time slot of the activation (start date and time, end date and time;

The Electricity Supplier declares this information no later than the deadline set in 7.1.3.2.2.1 for the transmission, by the Distribution System Operator to RTE, of the Load Curves of the PDS Consumption Sites for the certification of load reductions, in accordance with the procedures defined in the NEBEF IS Terms and Conditions.

For Consumption Sites connected to the Public Distribution System, when the Electricity Supplier has requested the scheduling of the metering device from the Distribution System Operator in accordance with an offer of sale with Mobile Period, the Consumption Sites concerned are considered by default to have subscribed to a Load Reductions Inextricably Linked with Supply offer with this Electricity Supplier. In this case, the Electricity Supplier shall not have to implement the exchanges provided for in the preceding paragraphs of this Article.

5.6.1.2 Additional information

To provide input for analyses of the effects of simultaneity between Load Reductions Inextricably Linked with Supply and Load Reductions sold on energy markets and the Balancing Mechanism, the Electricity Supplier may also transmit additional information to RTE on the characteristics of the Load Reductions Inextricably Linked with Supply offers, and in particular:

- The target market segment (subscribed power, site activity, etc.);
- The prior notice of sites when activating a Load Reduction Inextricably Linked with Supply;
- The technical channel used for the transmission of information to the supplier's customers, when activating a Load Reduction Inextricably Linked with Supply;
- The minimum and maximum durations and the time slots in which Load Reductions Inextricably Linked with Supply can be activated.
- The minimum and/or maximum number of activation days and/or hours in the year;
- Information justifying the "significant" nature of the increase in the variable share of the supply price during activation of a Load Reduction Inextricably Linked with Supply in the context of the offer.

5.6.2 Transmission by Distribution System Operators to RTE of information concerning Load Reductions Inextricably Linked with Supply

No later than five (5) Business Days before the end of each Calendar Month M, the Distribution System Operator Notifies RTE of the list of Consumption Sites subscribing to a Load Reduction Inextricably Linked with Supply offer [and attached to a Demand Response Entity] with, for each Consumption Site, the following information:

- The reference of the Consumption Site used by the Distribution System Operator, as defined in Article 5.2.2.3.2;
- The name of the Electricity Supplier of the Consumption Site;
- The name of the Inextricably Linked with Supply offer the Consumption Site has subscribed to;
- The name of the Demand Response Entity the Consumption Site is attached to;

No later than the deadline set in 7.1.3.2.2.1 for the Distribution System Operator to transmit to RTE the PDS Consumption Site Load Curves for the certification of load reductions, the Distribution System Operator Notifies RTE the information concerning activation periods of Load Reductions Inextricably Linked with Supply that occurred during the period concerned by the transmission of Load Curves, together with the following information:

- the name of the activated Load Reduction Inextricably Linked with Supply offer;
- The date and time on which the notice of activation of the Load Reduction Inextricably Linked with Supply was transmitted to the sites that subscribed to the offer;
- The time range of the activation (start date and time, end date and time).

6. DECLARATION AND REALISATION OF LOAD REDUCTIONS AND LOAD SHIFTING

For this chapter, the term "Declared Load Reduction/Declared Shifted Load Schedule" is used for the conditions applying to both Declared Load Reduction Schedules and Declared Shifted Load Schedules. Similarly, the term "Retained Load Reduction/Retained Shifted Load Schedule" is used for terms that apply to both Retained Load Reduction Schedules and Retained Shifted Load Schedules.

6.1 Set of rules for Declaring a Declared Load Reduction/Declared Shifted Load Schedule

In order for a Load Reduction (respectively a Shifted Load) to be certified under the NEBEF mechanism, the Demand Response Aggregator must first declare the Load Reduction (respectively the Shifted Load) that it intends to carry out by transmitting to RTE a Declared Load Reduction Schedule (respectively a Declared Shifted Load Schedule), as described in the NEBEF IS Terms and Conditions.

A Declared Load Reduction Schedule concerns a Demand Response Entity and a Day of the Load Reduction taking place.

A Declared Shifted Load Schedule concerns a Demand Response Entity, a Day of the Shifted Load being carried out, and refers to the Day on which the Load Reduction that led to the Shifted Load took place. If the Shifted Load associated with the Load Reduction is spread over several days, then several Declared Shifted Load Schedules can refer to the Day on which the Load Reduction was performed.

A Declared Load Reduction/Declared Shifted Load Schedule for a Day D must be Notified to RTE by the Demand Response Aggregator between D-1 09:30 and D 22:00.

A Declared Load Reduction/Declared Shifted Load Schedule can be redeclared. The redeclaration of a Declared Load Reduction/Declared Shifted Load Schedule may involve the removal or modification of that Declared Load Reduction/Declared Shifted Load Schedule. The redeclaration of a Declared Load Reduction/Declared Shifted Load Schedule must meet the same conditions as the initial declaration of a Declared Load Reduction/Declared Shifted Load Schedule.

In the case of successive transmissions to RTE of several Declared Load Reduction/Declared Shifted Load Schedules relating to a same Demand Response Entity and a same Day, only the last Declared Load Reduction/Declared Shifted Load received by RTE within the above mentioned deadlines and respecting the conditions of validity described in Article 6.2 is taken into account by RTE when preparing the Declared Load Reduction/Declared Shifted Load.

6.2 Conditions for validity of a Declared Load Reduction Schedule/ Declared Shifted Load Schedule

6.2.1 Conditions common to Declared Load Reduction Schedules and Declared Shifted Load Schedules

A Declared Load Reduction/Declared Shifted Load Schedule is only taken into account by RTE if the Demand Response Aggregator has an Agreement for Participation as a Demand Response Aggregator, which is not suspended and not terminated on the date of the declaration, as well as a Technical Approval valid on the day of the declared load reduction.

A Declared Load Reduction/Declared Shifted Load declared by the Demand Response Aggregator must respect the following conditions:

- be made up of a Daily Load Curve at the Half-Hourly Interval and Kilowatt of the load reduction/Shifted Load that the Demand Response Aggregator undertakes to carry out on the Sites comprising the Demand Response Entity;
- not contain a value less than the minimum threshold of one hundred (100) Kilowatts per Half-Hourly Interval, except zero (0);
- respect the limitations associated with the load reduction certification method for the Demand Response Entity concerned:
    - comply with the conditions for the maximum duration of the Load Reduction Periods and Shifted Load Periods defined, if relevant, for the certification method associated with the Demand Response Entity;
    - comply with the minimum wait time conditions between two Load Reduction Periods or two Shifted Load Periods defined, if relevant, for the certification method associated with the Demand Response Entity;
    - up to "Date I", do not contain values less than the Minimum Demand Response Capacity of the Demand Response Entity for Demand Response Entities certified with the "demand forecast" method or with the "consumption history" method, except the zero (0) value;
- do not include an associated Control Period overlapping two consecutive Calendar Months in the event of any change to the Demand Response Entity between these two Calendar Months;

A Declared Load Reduction/Declared Shifted Load Schedule that does not comply with any of the above conditions is declared invalid. No Retained Load Reduction/Retained Shifted Load Schedule is associated with an invalid Declared Load Reduction/Declared Shifted Load. RTE notifies the Demand Response Aggregator of invalid Declared Load Reduction/Declared Shifted Load Schedules and specifies the reasons for their invalidity according to the procedures described in the NEBEF Terms and Conditions.

6.2.2 Conditions specific to Declared Load Reduction Schedules

A Declared Load Reduction Schedule for a Remotely Read DRE can be associated with a Declared Shifted Load Rate, which must be between zero percent (0%) and one hundred percent (100%).

If there is no Declared Shifted Load Rate when a Declared Load Reduction Schedule is transmitted, the Declared Shifted Load Rate associated with the Declared Load Reduction Schedule is considered null.

6.2.3 Conditions specific to Declared Load Shifted Load Schedules

When a Declared Shifted Load Rate other than zero percent is associated with a Declared Load Reduction Schedule of a Remotely Read DRE, at least one Declared Shifted Load Schedule associated with that Declared Load Reduction Schedule must be Notified to RTE by the Demand Response Aggregator. Each Declared Shifted Load Schedule associated with a Declared Load Reduction Schedule must comply with all the conditions referred to in Article 6.2.1, in addition to the following conditions:

- Apply to a Remotely Read DRE;
- Apply to a Day D that is no later than the 7th day following the Day the Declared Load Reduction Schedule relates to;

- The sum of the values of the Declared Shifted Load Schedule(s) must be less than or equal to the sum of the values of the Retained Load Reduction Schedule to which it is/they are associated.

A Declared Shifted Load Schedule that does not meet these conditions is considered invalid, and no Retained Shifted Load Schedule is then associated with the Declared Shifted Load Schedule.

6.3 Elaboration of a Retained Load Reduction/ Retained Shifted Load Schedule

If the Declared Load Reduction/Declared Shifted Load Schedule transmitted by the Demand Response Aggregator to RTE complies with the validity conditions set out in Article 6.2, RTE produces a Retained Load Reduction/Retained Shifted Load Schedule and transmits it to the Demand Response Aggregator according to the procedures described in the NEBEF Terms and Conditions. For each Half-Hourly Interval, the value of the Retained Load Reduction/Retained Shifted Load Schedule is equal to the Declared Load Reduction/Declared Shifted Load Schedule value except in the cases specified in Articles 6.3.1 6.3.2 and 6.3.3.

6.3.1 Neutralisation Lead Time

If a Declared Load Reduction/Declared Shifted Load Schedule for a Day D is Notified to RTE before D-1 23:00, all Half-Hourly Intervals of the Declared Load Reduction/Declared Shifted Load Schedule are taken into account for the preparation of the Retained Load Reduction/Shifted Load Schedule.

If a Declared Load Reduction/Declared Shifted Load Schedule for a Day D is Notified to RTE between D-1 23:00 and D 22:00, only Half-Hourly Intervals following the top of the hour after the Declared Load Reduction/Declared Shifted Load Schedule Notification time plus a one-hour neutralisation lead time are taken into account for the development of the Retained Load Reduction/Retained Shifted Load Schedule.

6.3.2 Limitation to the Maximum Demand Response Capacity of the Demand Response Entity

A Declared Load Reduction/Declared Shifted Load Schedule is limited to the Maximum Demand Response Capacity of the Demand Response Entity it is associated with.

If a Declared Load Reduction/Declared Shifted Load Schedule for a DRE contains values greater than the Maximum Demand Response Capacity of this DRE, these values are automatically modified by RTE to be limited to the Demand Response Capacity of the DRE.

RTE Notifies the Retained Load Reduction/Retained Shifted Load Schedule to the Demand Response Aggregator, in which the limited values have been replaced by those corresponding to the Maximum Demand Response Capacity of the DRE with which the Declared Load Reduction/Declared Shifted Load Schedule is associated.

6.3.3 Limitation to the Maximum Demand Response Capacity of the Demand Response Aggregator

Up to "Date J", for each Half-Hourly Interval of a M+3 Calendar Month, the Demand Response Aggregator's Demand Response Capacity is limited according to the monitoring of its performance during the Calendar Month M.

During the validity period of the NEBEF Terms and Conditions:

- during the first three (3) Calendar Months following the creation of the first Demand Response Entity of a Demand Response Aggregator, the Demand Response Capacity of the

Demand Response Aggregator associated with the load reductions check per Half-Hourly Interval of its Load Reduction Perimeter is one hundred and eighty (180) Megawatts;

- at the end of this period, the Demand Response Capacity of the Demand Response Aggregator associated with the load reductions check for the Calendar Month M+3 is equal to the value defined on the basis of the load reductions check for the Calendar Month M.

In the case of a Group of Companies, of which several member companies have the Demand Response Aggregator status, the limitation described above applies to the consolidated Load Reduction Perimeter, corresponding to all Load Reduction Perimeters of the member companies of the Group of Companies.

Each Demand Response Aggregator Monthly NEBEF Deviation has an associated Demand Response Aggregator Demand Response Capacity corresponding to the load reductions checks applicable to all Declared Load Reduction/Declared Shifted Load Schedules declared by the Demand Response Aggregator, as shown in the table below.

In the case of a Group of Companies, it is the highest Demand Response Aggregator Monthly NEBEF Deviation among the Demand Response Aggregator Monthly NEBEF Deviations of member companies of the Group of Companies that is selected, in order to determine the Demand Response Aggregator's Demand Response Capacity associated with the load reductions checks applicable to all Declared Load Reduction/Declared Shifted Load Schedules on the Load Reduction Perimeters of companies that are members of the Company Group acting as the Demand Response Aggregator.

The Demand Response Aggregator Monthly NEBEF Deviation calculated for the Calendar Month M is Notified by RTE to the Demand Response Aggregator on the tenth (10) Business Day of the Calendar Month M+2. This Demand Response Aggregator Monthly NEBEF Deviation is used to determine the maximum load reduction volume for the Calendar Month M+3.

Demand Response Aggregator Monthly NEBEF Deviation (expressed as a percentage)	Demand Response Capacity of the Demand Response Aggregator associated with the load reductions check on the Load Reduction Perimeter per Half-Hourly Interval
Between 0 and 5 (included)	2,400 Megawatts
Between 5 and 10 (included)	810 Megawatts
Between 10 and 20 (included)	420 Megawatts
Between 20 and 50 (included)	180 Megawatts
Above 50	90 Megawatts

If, for a given Half-Hourly Interval, the sum of the Retained Load-Reduction/Retained Shifted Load Schedules associated with the Demand Response Aggregator's Demand Response Entities and with the Declared Load Reduction/Declared Shifted Load Schedule exceeds the Demand Response Capacity of the Demand Response Aggregator associated with the load reductions checks, then the value of the Retained Load-Reduction/Retained Shifted Load Schedule associated with the Declared Load Reduction/Declared Shifted Load Schedule for this Half-Hourly Interval is equal to the difference between, firstly the Demand Response Capacity of the Demand Response Aggregator associated with the load reductions checks, and secondly the sum of the Retained Load-Reduction/Retained Shifted Load Schedules associated with the Demand Response Aggregator's Demand Response Entities. When it is less than one hundred (100) Kilowatts, RTE replaces it with zero (0).

RTE Notifies the Demand Response Aggregator of the Retained Load Reduction/Retained Shifted Load Schedules associated with the Declared Load Reduction/Declared Shifted Load Schedules by the

Operator and, where appropriate, the nature of the limitation, in accordance with the procedures described in the NEBEF IS Terms and Conditions.

From 1 January 2024, if, for a given Half-Hourly Interval, the sum of the Retained Load-Reduction Schedules associated with the Demand Response Aggregator's Demand Response Entities and of the Declared Load Reduction Schedule exceeds the Maximum Demand Response Capacity of the Demand Response Aggregator as set out in Article 4.3.2.2, then the value of the Retained Load-Reduction Schedule associated with the Declared Load Reduction Schedule for this Half-Hourly Interval is equal to the difference between, firstly the Demand Response Capacity of the Demand Response Aggregator, and secondly the sum of the Retained Load-Reduction Schedules associated with the Demand Response Aggregator's Demand Response Entities. When it is less than one hundred (100) Kilowatts, RTE replaces it with zero (0).

RTE Notifies the Demand Response Aggregator of the Retained Load Reduction Schedules associated with the Load Reduction Schedules Declared by the Operator and, where relevant, the nature of the limitation, in accordance with the procedures described in the NEBEF IS Terms and Conditions.

6.3.4 Specific conditions for sites belonging to multiple DREs

When the DRE linked to the Declared Load Reduction/Declared Shifted Load Schedule contains Consumption Sites belonging to another/other DRE(s) for which a Declared Load Reduction/Declared Shifted Load Schedule has been Notified by another Demand Response Aggregator, and that the Control Periods associated with these Declared Load Reduction/Declared Shifted Load Schedules have at least one Half-Hourly Interval in common, RTE informs the Demand Response Aggregator(s) that did not enter into the oldest standing contract with the relevant Consumption Site that the Load Curve of this Consumption Site will not be taken into account for the certification of their volume of load reduction or Shifted Load.

6.3.5 Specific conditions for sites belonging to a DRE and having a Load Reduction Inextricably Linked with Supply type Supply Offer

For Remotely-Read Consumption Sites that are not on the Corrected Model, belonging to a DRE associated with a Certification method by demand forecast or by consumption history, and having a Load Reduction Inextricably Linked with Supply type Supply Offer, restrictions may be applied when certifying the load reduction declared by this DRE.

These restrictions apply if:

- The Control Period associated with the Declared Load Reduction Schedule has at least one Half-Hourly Interval in common with the Mobile Period associated with the supply offer of the relevant Consumption Sites; and

- The Load Reduction Schedule was declared by the Demand Response Aggregator after reporting of the Mobile Period by the Supplier of the Consumption Site.

In this case, the Consumption Curve as well as the Reference Curve of the relevant Remotely-Read Consumption Sites are not taken into account in the Achieved Load-Reduction Time Series. When this restriction applies, RTE informs the Demand Response Aggregator of the Consumption Sites and the Half-Hourly Intervals concerned.

6.4 Total unscheduled unavailability

Up to Date J, A total unscheduled unavailability results from an unforeseen and unavoidable anomaly identified by the Demand Response Aggregator. It makes it completely impossible to carry out a

Retained Load-Reduction/Retained Shifted Load Schedule from a Demand Response Entity of its Load Reduction Perimeter on a given Load Reduction Period or Shifted Load Period.

In the event of total unscheduled unavailability, the Demand Response Aggregator must Notify RTE as soon as it becomes aware of it and at the latest before the Load Reduction Start Time of the Load Reduction Period or the Shifted Load Start time of the Shifted Load Period affected by the total unscheduled unavailability, the following information:

- the Demand Response Entity concerned,
- the day concerned
- the Half-Hourly Interval when the unscheduled unavailability starts
- the Half-Hourly Interval when the unscheduled unavailability ends

In the calculation of the Demand Response Aggregator Monthly NEBEF Deviation defined in Article 7.4, RTE takes into account, each Calendar Month, the first two (2) total unscheduled unavailabilities Notified by each Demand Response Aggregator on its Load Reduction Perimeter. Thus, by way of derogation from Article 7.4, the NEBEF Deviations associated with each Half-Hourly Interval of the Load Reduction Periods of a Calendar Month M do not take into account the first two (2) total unscheduled unavailabilities Notified by each Demand Response Aggregator on its Load Reduction Perimeter for the Calendar Month M.

6.5 Information concerning Balance Responsible Parties and Distribution System Operators

6.5.1 Information transmitted to Balance Responsible Parties by RTE

RTE transmits to the Balance Responsible Parties to which are attached Consumption Sites making up the Demand Response Entities for which Declared Load Reduction Schedules and/or Retained Shifted Load Schedules were Notified the following information, at the half-hourly interval:

- the share of Retained Load-Reduction/Retained Shifted Load Schedules, for all Demand Response Aggregators combined, for all Consumption Sites for which the type of Load Curve is Remotely Read at the Regulated and Contractual Models, making up the Remotely Read or Profiled DRE, and attached to its Balance Perimeter;
- the share of Retained Load-Reduction Schedules, for all Demand Response Aggregators combined, for all Consumption Sites for which the type of Load Curve is Estimated at the Regulated and Contractual Models, making up the Remotely Read or Profiled DRE, and attached to its Balance Perimeter;
- the share of Retained Load-Reduction/Retained Shifted Load Schedules, for all Demand Response Aggregators combined, for all Consumption Sites using the Corrected Model, making up the Remotely Read or Profiled DRE, and attached to its Balance Perimeter;

RTE will only transmit information about the Consumption Sites for which the type of Load Curve is Estimated, if at least three Load Reduction Perimeters of Demand Response Aggregators contain at least one Profiled Demand Response Entity each, and if none of these Demand Response Aggregators alone represents more than eighty (80)% of the total Maximum Demand Response Capacity of the Profiled Demand Response Entities.

The information concerning the Retained Load-Reduction/Retained Shifted Load Schedules for Day D are transmitted to Balance Responsible Parties no later than D-1 19:00. They are then updated every hour, up to D at 23:00, to incorporate the new Retained Load Reduction/Retained Shifted Load Schedules.

6.5.2 Information transmitted to Distribution System Operators by RTE

For Consumption Sites forming part of Demand Response Entities and for which Declared Load Reduction/Declared Shifted Load Schedules have been Notified, RTE transmits to each Distribution System Operator whose systems the Consumption Sites are connected to, the share of the Retained Load-Reduction/Retained Shifted Load Schedules Notified by RTE to the Demand Response Aggregators for the said Demand Response Entities assigned to the Distribution System Operator.

The information concerning the Retained Load-Reduction/Retained Shifted Load Schedules for Day D are transmitted to Distribution System Operators no later than D-1 19:00. They are then updated every hour, up to D at 23:00, to incorporate the new Load Reduction/Retained Shifted Load Schedules.

6.6 Unavailability of the NEBEF mechanism Information System support

6.6.1 Scheduled Unavailability

Some maintenance operations may cause the Information System supporting the NEBEF mechanism to become temporarily unavailable. RTE will endeavour, to the extent possible, to position these operations in such a way as to minimise the inconvenience caused to the Demand Response Aggregator. In the event of scheduled unavailability, RTE will notify the Demand Response Aggregators with ten (10) Days' notice.

6.6.2 Unscheduled unavailability

In the event of unscheduled unavailability of the Information System supporting the NEBEF mechanism, RTE undertakes to inform the Demand Response Aggregator of this unavailability as soon as possible, provide the applicable terms for the duration of the unavailability and inform it of the evolution of the situation.

When technical conditions permit, RTE implements a Backup Mode to process the Declared Load Reduction Schedules on a day-ahead gate closure and an intraday gate closure. The Declared Load Reduction/Declared Shifted Load Schedules is then declared according to the procedures described in the NEBEF IS Terms and Conditions.

7. CERTIFICATION OF LOAD REDUCTIONS

7.1 Establishing the Consumption Curve

7.1.1 Demand Response Entity Consumption Curve

The Consumption Curve of a Demand Response Entity is the sum of the Consumption Curves of the Consumption Sites that make it up, excluding the sites mentioned in Articles 6.3.4 and 6.3.5 for the time intervals of the Control Period concerned. The accuracy of the Consumption Curves of Demand Response Entities is in Kilowatts.

7.1.2 Consumption Curve of a Consumption Site connected to the PTS

The Consumption Curves of Consumption Sites connected to the PTS are taken from the RTE metering installations and take the form of Load Curves at 10-minute Intervals. They are collected by RTE. The accuracy of the Consumption Curves of a Consumption Site connected to the PTS is in Kilowatts.

As part of the submetering experiment presented in Article 2.3.5, the Consumption Curves of the Consumption Sites connected to the PTS may be derived from the submetering facilities installed at the Consumption Sites Qualified for submetering. They will take the form of Load Curves at 10-minute Intervals not taken from RTE metering installations. The accuracy of these curves will be in Kilowatts.

Up until "Date F", which will be Notified to the parties, the Consumption Curves of the Consumption Sites connected to the PTS, qualified for submetering, for a Week W of which at least one Day belongs to the Calendar Month M, are transmitted to RTE by the Demand Response Aggregator, no later than the tenth (10) Business Day of the Calendar Month M+1.

From "Date F", for a Week W, the Consumption Curves of Consumption Sites connected to the PTS, qualified for submetering, are transmitted to RTE by the Demand Response Aggregator no later than 12 noon on the Friday of week W+1.

The Load Curves transmitted by a Demand Response Aggregator are only taken into account by RTE for the certification of load reductions over the period concerned by the experiment provided that the Demand Response Aggregator has the status of Qualified Demand Response Aggregator for the submetering experiment, within the meaning of Article 9.1 and that the Consumption Site concerned is also qualified for the submetering experiment within the meaning of Article 9.2. Otherwise, the Load Curves transmitted by a Demand Response Aggregator are not taken into account by RTE and only those originating from RTE metering installations will be taken into account.

If data is not transmitted to RTE within the time limit set by the Demand Response Aggregator, no load reduction can be certified for the period concerned.

7.1.3 Consumption Curve of a Consumption Site connected to the PDS

7.1.3.1 Consumption Curve of a PDS Remotely-Read Consumption Site

7.1.3.1.1 Principle

The Consumption Curves of Remotely-Read Consumption Sites connected to the PDS are taken from the metering installations of the Distribution System Operators. They are collected by the Distribution System Operators and transmitted to RTE in a non-aggregated manner after the Demand Response

Aggregators concerned have had the opportunity to study them and, where relevant, contest them. These consumption data from the metering installations of the Distribution System Operators take the form of 10-minute Interval Load Curves. The accuracy of these curves will be in Kilowatts. The deadlines and modalities for transmissions are referred to in Article 7.1.3.1.2.

As part of the submetering experiment presented in Article 2.3.5, the Consumption Curves of the Remotely-Read Consumption Sites connected to the PDS may be derived from the submetering installations installed at the Consumption Sites qualified for submetering. These consumption data take the form of 10-minute Interval Load Curves. The accuracy of these curves is specified in the NEBEF IS Terms and Conditions. The deadlines and modalities for transmissions are referred to in Article 7.1.3.1.2.

The Load Curves transmitted by a Demand Response Aggregator are only taken into account by RTE for the certification of load reductions if the Demand Response Aggregator has the status of Qualified Demand Response Aggregator for the submetering experiment, within the meaning of Article 9.1 and that the Consumption Site concerned is also qualified for the submetering experiment within the meaning of Article 9.2. Otherwise, the Load Curves transmitted by a Demand Response Aggregator are not taken into account by RTE and only those originating from the metering installations of the DSOs will be taken into account.

As part of the submetering experiment presented in Article 2.3.5, Distribution System Operators shall also continue to transmit to RTE the consumption data of the Qualified Consumption Sites for submetering, for the purpose of feedback.

7.1.3.1.2 Time limits and terms applicable

The Consumption Curves of the Remotely-Read Consumption Sites connected to the PDS for a Week W in which at least one Day belongs to the Calendar Month M are transmitted to the Demand Response Aggregator by the Distribution System Operator the Remotely-Read Consumption Sites are connected to, no later than the eighth (8) Business Day of the Calendar Month M+1. The Demand Response Aggregator verifies this data to detect any potential anomalies. It Notifies the Distribution System Operator of its agreement or disputes no later than the eleventh (11) Business Day of the M+1 Calendar Month. In the event of a dispute, the Distribution System Operator contacts the Demand Response Aggregator and makes every effort to correct the data, where necessary, and return it to RTE on time. In the absence of any dispute on the part of the Demand Response Aggregator, the data made available by the Distribution System Operator shall be considered accepted.

Until a later date (hereinafter "Date F") which will be Notified to the market participants, the corresponding data shall be transmitted to RTE by the Distribution System Operator to which the Remotely-Read Consumption Sites are connected, no later than the fourteenth (14) Business Day of the M+1 Calendar Month. From this Date F which will be Notified to the market participants, the Consumption Curves of the Remotely-Read Consumption Sites connected to the PDS for one week W, are transmitted to RTE by the Distribution System Operator no later than 12 noon on the Friday of week W+1.

The data for Week W is the period from Saturday 00:00 to Friday 24:00 hours.

Data is sent in a non-aggregated manner: the Distribution System Operator to which the Remotely-Read Consumption Sites are connected sends RTE a number of Consumption Curves equal to the number of Remotely-Read Consumption Sites comprising the Demand Response Entity and connected to the Distribution System Operator’s network.

If there is no data transmitted to RTE within the time limit, the Consumption Curves of the corresponding Remotely-Read Consumption Sites shall be considered as null for the 10-minute Intervals considered.

Under the submetering experimental framework presented in Article 2.3.5, up to "Date F", which will be Notified to the market participants, the Consumption Curves of the Remotely-Read Consumption Sites connected to the PDS, qualified for submetering, for a Week W in which at least one Day belongs to the Calendar Month M, are transmitted by the Demand Response Aggregator to RTE and to the Distribution System Operator the Remotely-Read Consumption Sites are connected to, no later than the tenth (10) Business Day of the Calendar Month M+1.

From the "Date F", for a week W, the Consumption Curves of Consumption Sites connected to the PDS, qualified for submetering, are transmitted by the Operator to RTE and to the Distribution System Operator to which the Remotely-Read Consumption Sites are connected, no later than 16:30 on Monday of week W+1.

Data is sent in a non-aggregated manner: the Distribution System Operator sends RTE and the Distribution System Operator a number of Consumption Curves equal to the number of submetering Qualified Remotely-Read Consumption Sites comprising the Demand Response Entity and connected to the Distribution System Operator's network.

If data is not transmitted to RTE within the time limit set by the Demand Response Aggregator, no load reduction can be certified for the period concerned.

7.1.3.2 Consumption Curve of a PDS Profiled Consumption Site

7.1.3.2.1 Principle

The Consumption Curve of a Profiled Consumption Site shall be measured and transmitted either by the Demand Response Aggregator under the conditions of Article 8 or by the Distribution system operator. The data referred to in this article must consist of 10-minute Interval time series. The deadlines and modalities for transmissions are referred to in Article 7.1.3.2.2.

7.1.3.2.2 Time limits and terms applicable

7.1.3.2.2.1 Load curves transmitted by the DSO

When the Public Distribution System Operator has a measurement installation to establish a 10-Minute Interval Load Curve and that this data is available and transmitted to RTE and to the Demand Response Aggregators, this data is used by RTE for the certification of load reductions for sites not participating in the submetering experiment and for the analysis of experience of the submetering experiment for the sites participating in it. For these Consumption Sites, the Demand Response Aggregator does not transmit consumption data to RTE, except for Profiled Consumption Sites participating in the submetering experiment described in Article 2.3.5.

The corresponding data shall be transmitted to RTE by the Distribution System Operator to which the Profiled-Read Consumption Sites are connected, no later than the fourteenth (14) Business Day of the M+1 Calendar Month. Data is sent in a non-aggregated manner: the Distribution System Operator to which the Profiled Consumption Sites are connected transmits to RTE a number of Consumption Curves equal to the number of Profiled Consumption Sites for which the Distribution System Operator has a measuring installation to establish a 10-Minute Interval Load Curve.

7.1.3.2.2.2 Load curves transmitted by the Demand Response Aggregator

For Profiled Consumption Sites for which Public Distribution System Operators do not transmit 10-Minute Interval Load Curves to RTE or for Profiled Consumption Sites participating in the submetering experiment described in Article 2.3.5, consumption data are transmitted by the Demand Response Aggregator. In this case, the data required for establishing the Consumption Curve for one week W of which at least one Day belongs to the Calendar Month M shall be transmitted to RTE by the Demand Response Aggregator, no later than the fourteenth (14) Business Day of the Calendar Month M+1.

Data is sent in a non-aggregated manner:

- The Demand Response Aggregator of the Profiled Consumption Sites transmits to RTE a number of Consumption Curves equal to the number of Profiled Consumption Sites for which the Distribution System Operator does not have a measurement installation to establish a 10-Minute Interval Load Curve and the number of Profiled Consumption Sites participating in the submetering experiment.

- If there is no data transmitted to RTE within the time limit, the Consumption Curve of the Profiled Consumption Site shall be considered as null for the 10-minute Intervals considered.

The data for Week W is the period from Saturday 00:00 to Friday 24:00 hours. They are established at 10-Minute Intervals for all Profiled Consumption Sites that make up the Profiled Demand Response Entity. The accuracy of the Consumption Curves of Profiled Consumption Sites is in Watts.

The Load Curves transmitted by a Demand Response Aggregator are only taken into account by RTE for the certification of load reductions if the Demand Response Aggregator has the status of Qualified Demand Response Aggregator for the Profiled Consumer, within the meaning of Article 8 over the period concerned by these Load Curves. Otherwise, the Load Curves transmitted by a Demand Response Aggregator are not taken into account by RTE and only those originating from the metering installations of the DSOs will be taken into account.

7.1.4 Special arrangements for Sites participating in Primary and Secondary Frequency Control

The Consumption Curve of a Consumption Site participating in Primary and Secondary Frequency Control is modified by RTE in order to eliminate the influence of Primary and Secondary Frequency Control energies supplied or avoided by this Consumption Site over each 10-Minute Interval.

The Primary and Secondary Frequency Control energies supplied or avoided are established according to the Frequency Ancillary Services Terms and Conditions.

7.2 Establishing the Reference Curve

The accuracy of the Reference Curves of the Demand Response Entities is in Kilowatts.

7.2.1 Certification method choice

7.2.1.1 Initial choice, default method, and monthly modification of the Certification method

By default, the Reference Curve is established according to the "rectangle of two reference periods" method, described in Article 7.2.2, for the Remotely Read DREs and the Profiled DREs.

If the Demand Response Aggregator wishes to associate a Certification Method other than the "rectangle of two reference periods" method with a Demand Response Entity, the request should be made at the time the Demand Response Entity is created, as provided for in 5.5.1.1.

The Demand Response Aggregator may also make a request to change the Certification Method associated with a Demand Response Entity by Notifying RTE of a request for a change in the Certification Method no later than the Business Day preceding the last ten (10) Business Days of the Month M for application on the first day of the month M+1.

7.2.1.2 Intra-monthly change in the Certification Method applicable to a Demand Response Entity

The Demand Response Aggregator may request that the "rectangle of two reference periods" method be from time to time applied to a Demand Response Entity and a Day D respecting the following cumulative conditions:

- The Demand Response Entity is linked to a Certified Entity in accordance with the terms set out in the Capacity Mechanism Terms and Conditions;
- Day D is reported as a PP2 Day under the Capacity Mechanism and
    - The Minimum Spot Price is greater than the commitment price declared by the Holder of the Certification Entity on at least one Hourly Interval in the PP2 range;

      or
    - a test is initiated for Day D, by RTE or a Distribution System Operator, on a Certified Entity linked to this Demand Response Entity.

If it wishes to modify the Certification Method applicable to the Demand Response Entity for Day D, the Demand Response Aggregator must Notify RTE of the request to apply the rectangle of two reference periods no later than 22:00 on Day D-1, specifying the Demand Response Entity concerned.

In the absence of compliance with all the conditions set out in this Article, the Certification method associated with the Demand Response Entity shall not be modified for Day D.

7.2.2 "Rectangle of two reference periods" method

7.2.2.1 Determining the Load Curve

On each Half-Hourly Interval of the relevant Load Reduction Period, the Reference Curve value of the Demand Response Entity is equal to the minimum value between the initial reference power and the final reference power.

On each Half-Hourly Interval of the Shifted Load Period, the Demand Response Entity's Reference Curve value is equal to the maximum value between the initial reference power and the final reference power.

The initial reference power is the average power per Half-Hourly Interval of the Demand Response Entity's Consumption Curve, calculated for a period of time equal to the minimum value between the duration of the Load Reduction Period/Shifted Load Period considered and two hours, and ending at the Load Reduction/Shifted Load Start Time.

The final reference power is the average power per Half-Hourly Interval of the Demand Response Entity's Consumption Curve, calculated for a period of time equal to the minimum value between the duration of the Load Reduction Period/Shifted Load Period considered and two hours, and starting at the Load Reduction/Shifted Load End Time.

7.2.2.2 Special case: the makeup of the DRE and the makeup of the Balancing Entity are strictly identical

If the makeup of the DRE and the makeup of the Balancing Entity are strictly identical on the NEBEF Control Period, then the Reference Curve takes into account the Achieved Volume for Balancing (calculated according to the terms of the MA-RE Terms and Conditions and made available to the Balancing Service Provider for the Friday between the 14th and the 20th of Month M+1) under the following terms:

- On the Half-Hourly Intervals on which the initial and final reference powers defined in section 7.2.2.1 are calculated, the corrected initial reference power of the Achieved Volumes for Balancing and the corrected final reference power of the Achieved Volumes for Balancing are calculated as an average power from a Consumption Curve of the Demand Response Entity corrected for the Achieved Volumes for Balancing as described in the following equation: $Power_{DRE\ Consumption\ Curve\ corrected\ for\ the\ Achieved\ Volumes\ for\ Balancing,\ Half\text{-}Hourly\ Interval} = Power_{DRE\ Consumption\ Curve,\ Half\text{-}Hourly\ Interval} + (Sign_{Balancing\ direction} * Power_{Achieved\ Volume\ for\ Balancing,\ Half\text{-}Hourly\ Interval})$ where $Sign_{balancing\ direction}$ is equal to 1 if the balancing is an upward balancing operation and -1 if the balancing is a downward balancing operation.

- The Reference Curve before balancing operations are taken into account on the Demand Response Period is established as equal to the minimum value between the corrected initial reference power of the Achieved Volumes for Balancing and the corrected final reference power of the Achieved Volumes for Balancing.

- On the Half-Hourly Intervals of the Demand Response Period considered, the Demand Response Entity's Reference Curve is calculated from the Reference Curve before the balancing operations are taken into account as described in the following equation: $Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} = Power_{Reference\ Curve\ before\ taking\ into\ account\ balancing\ operations,\ Half\text{-}Hourly\ Interval} - (Sign_{Balancing\ Direction} * Power_{Achieved\ Volume\ for\ Balancing,\ Half\text{-}Hourly\ Interval})$ where $Sign_{Balancing\ Direction}$ is equal to 1 if the balancing is an upward balancing operation and -1 if the balancing is a downward balancing operation.

7.2.2.3 Special case: the makeup of the DRE and the makeup of the Balancing Entity have at least one site in common but are not strictly identical

In cases where the makeup of the DRE and the makeup of the Balancing Entity have an intersection where the number of Consumption Sites represent more than 90% of the number of Consumption Sites of the DRE and more than 90% of the number of Consumption Sites of the Balancing Entity on the NEBEF Control Period and where the time series of the Achieved Volume for Balancing (calculated according to the terms of the MA-RE Terms and Conditions and made available to the Balancing Service Provider for the Friday between the 14th and the 20th of Month M+1) is non-zero on the NEBEF Control Period, then the Reference Curve takes into account this Achieved Volume for Balancing time series according to the following terms:

- On the Half-Hourly Intervals on which the initial and final reference powers defined in section 7.2.2.1 are calculated, the corrected initial reference power of the Achieved Volumes for Balancing and the corrected final reference power of the Achieved Volumes for Balancing are calculated as an average power from a Demand Response Entity's Consumption Curve corrected for the Achieved Volumes for Balancing as described in the following equation, taking into account only the sites in common with the DRE and the Balancing Entity: $Power_{Consumption\ Curve\ of\ the\ DRE\ corrected\ for\ the\ Achieved\ Volumes\ for\ Balancing,\ Half\text{-}Hourly\ Interval} = Power_{Consumption\ Curve\ of\ the\ Consumption\ Sites\ making\ up\ the\ DRE,\ Half\text{-}Hourly\ Interval} + (Sign_{balancing\ direction} * Power_{Achieved\ Volume\ for\ Balancing,\ Half\text{-}Hourly\ Interval})$ where $Sign_{balancing\ direction}$ is equal to 1 if the balancing is an upward balancing operation and -1 if the balancing is a downward balancing operation.

- The Reference Curve before balancing operations are taken into account on the Demand Response Period is established as equal to the minimum value between the corrected initial reference power of the Achieved Volumes for Balancing and the corrected final reference power of the Achieved Volumes for Balancing.

- On the Half-Hourly Intervals of the Demand Response Period considered, the Demand Response Entity's Reference Curve is calculated from the Reference Curve before the balancing operations are taken into account as described in the following equation: $Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} = Power_{Reference\ Curve\ before\ taking\ into\ account\ balancing\ operations,\ Half\text{-}Hourly\ Interval} - (Sign_{Balancing\ Direction} * Power_{Achieved\ Volume\ for\ Balancing,\ Half\text{-}Hourly\ Interval})$ where $Sign_{Balancing\ Direction}$

is equal to 1 if the balancing is an upward balancing operation and -1 if the balancing is a downward balancing operation.

From " Date D'' " Notified by RTE to the Market Participants, in the case where all of the DRE's Consumption Sites also making up a Balancing Entity represent more than 10% of the number of the DRE's Consumption Sites on the NEBEF Control Period and where the time series of the Achieved Volume for Balancing (calculated according to the terms of the MA-RE Terms and Conditions and made available to the Balancing Service Provider for the Friday between the 14th and the 20th of Month M+1) is non-zero on the NEBEF Control Period, then the Reference Curve is calculated according to the following terms:

- On the Half-Hourly Intervals on which the initial and final reference powers defined in Article 7.2.2.1 are calculated, the initial reference power of the Consumption Sites making up the DRE and which do not make up a Balancing Entity activated simultaneously and the final reference power of the Consumption Sites making up the DRE and which do not make up a simultaneously activated Balancing Entity are calculated as an average power from a Consumption Curve of the Demand Response Entity taking into account exclusively the Consumption Sites making up the DRE which do not make up a Balancing Entity activated simultaneously.

- On the Half-Hourly Intervals of the Load Reduction Period considered, the Demand Response Entity's Reference Curve is established as equal to the minimum value between the initial reference power of the Consumption Sites making up the DRE and which do not make up a Balancing Entity activated simultaneously and the final reference power of the Consumption Sites making up the DRE and which do not make up a simultaneously activated Balancing Entity.

7.2.2.4 Special conditions related to the method

The Demand Response/Shifted Load Period cannot exceed two (2) hours for Demand Response Entities, and cannot exceed four (4) hours for Profiled Demand Response Entities.

The duration without load reductions between two Load Reduction/Shifted Load Periods must be greater than or equal to the minimum between the longest of the durations of these two Load Reduction/Shifted Load Periods and two hours.

7.2.3 "Site-to-site algebraic rectangle" method

7.2.3.1 Criterion for the use of the method

The "site-to-site algebraic rectangle" method for establishing the Reference Curve is applicable to Profiled Demand Response Entities containing more than three thousand (3 000) Profiled Consumption Sites.

7.2.3.2 Determining the Load Curve

At each 10-Minute Interval of the Demand Response Period considered, the value of the Profiled Demand Response Entity's Reference Curve is equal to the sum of the reference curves of the Consumption Sites making up this entity.

7.2.3.2.1 Thirty (30) minute load reductions

A thirty (30) minute load reduction can be performed in two different ways within the Profiled Demand Response Entity, either by sequencing individual ten (10) minute load reductions or by simultaneous individual thirty (30) minute load reductions on the Load Reduction Period.

In the case of sequencing individual ten (10) minute load reductions, the reference curve is established according to the terms of 7.2.3.2.2.

In the case of a single thirty (30) minute load reduction, the reference curve is established as follows.

At each Consumption Site and for each 10-Minute Interval in the Load Reduction Period, the unit reference curve value is equal to the initial unit reference power.

The initial unit reference power is the average power of the Consumption Curve of the Consumption Site over the two 10-Minute Intervals preceding the start of the individual load reduction.

An individual load reduction of thirty (30) Minutes is considered to have taken place during the three 10-Minute Intervals K, K+1 and K+2 of the Load Reduction Period considered if the power measured over these three 10-Minute Intervals is at least 20% less than the average power measured during the 10-Minute Interval K-1 and at least 20% less than the average power measured during the 10-Minute Interval K+3, and if these are greater than fifty (50) Watts. Otherwise, no individual load reduction is considered to have occurred.

7.2.3.2.2 Load reductions over thirty (30) minutes

At each Consumption Site, for each 10-Minute Interval in the Load Reduction Period considered and for each load reduction achieved, the unit reference curve value is equal to the initial unit reference power. This same unit reference curve value equal to the initial unit reference power also applies to the two ten (10) Minute intervals following the achieved individual load reduction considered.

The initial unit reference power is the average power of the Consumption Curve of the Consumption Site over the two 10-Minute Intervals preceding the start of the individual load reduction.

A ten (10) Minute individual load reduction is considered to have taken place during a 10-Minute Interval K of the Load Reduction Period considered if the power measured over that 10-Minute Interval is at least 20% less than the average power measured during the 10-Minute Interval K-1 and at least 20% less than the average power measured during the 10-Minute Interval K+1, and if these are greater than fifty (50) Watts. Otherwise, no individual load reduction is considered to have occurred.

Two successive individual load reductions at the same Consumption Site must be spaced a minimum of twenty (20) Minutes. Otherwise, only the first individual load reduction is counted.

If it meets the conditions specified in the preceding paragraph, the individual load reduction is considered to have started from the beginning of the 10-Minute Interval K.

7.2.3.2.3 Special case: the makeup of the DRE and the makeup of the Balancing Entity are strictly identical

If the makeup of the DRE and the makeup of the Balancing Entity are strictly identical on the NEBEF Control Period, then the Reference Curve takes into account the Achieved Volume for Balancing (calculated according to the terms of the MA-RE Terms and Conditions and made available to the Balancing Service Provider for the Friday between the 14th and the 20th of Month M+1) under the following terms:

- When establishing the initial unit power as defined in sections 7.3.3.1 and 7.3.3.2, if one of the two 10-Minute Intervals preceding the start of the individual load reduction, K-1 or K-2, is part of an Activation Period of the Balancing Entity, then, the initial unit power calculation is based on the two 10-Minute Intervals strictly prior to the 10-Minute Interval of the Load Reduction Start Time that are closest to this 10-Minute Interval and are outside the Activation Period of the Balancing Entity and do not correspond to an individual load reduction.

- The Demand Response Entity's Reference Curve is calculated taking into account the Achieved Volumes for Balancing on the Demand Response Period considered. The Demand Response Entity's Reference Curve is calculated from the Reference Curve before the balancing operations are taken into account as described in the following equation: $Power_{Reference\ Curve,\ 10\text{-}Minute\ Interval} = Power_{Sum\ of\ the\ Reference\ Curves\ of\ the\ Consumption\ Sites\ making\ up\ this\ DRE,\ 10\text{-}Minute\ Intervals} - (Sign_{balancing\ direction} * Power_{Achieved\ Volume\ for\ Balancing,\ 10\text{-}Minute\ Intervals})$ where $Sign_{balancing\ direction}$ is equal to 1 if the balancing is an upward balancing operation and -1 if the balancing is a downward balancing operation.

7.2.3.2.4 Special case: the makeup of the DRE and the makeup of the Balancing Entity have at least one site in common but are not strictly identical

In cases where the makeup of the DRE and the makeup of the Balancing Entity have an intersection where the number of Consumption Sites represent more than 90% of the number of Consumption Sites of the DRE and more than 90% of the number of Consumption Sites of the Balancing Entity on the NEBEF Control Period and where the time series of the Achieved Volume for Balancing (calculated according to the terms of the MA-RE Terms and Conditions and made available to the Balancing Service Provider for the Friday between the 14th and the 20th of Month M+1) is non-zero on the NEBEF Control Period, then the Reference Curve takes into account this Achieved Volume for Balancing time series according to the following terms.

- When establishing the initial unit power as defined in sections 7.3.3.1 and 7.3.3.2, if one of the two 10-Minute Intervals preceding the start of the individual load reduction, K-1 or K-2, is part of an Activation Period of the Balancing Entity, then, the initial unit power calculation is based on the two 10-Minute Intervals strictly prior to the 10-Minute Interval of the Load Reduction Start Time that are closest to this 10-Minute Interval and are outside the Activation Period of the Balancing Entity and do not correspond to an individual load reduction.

- The Demand Response Entity's Reference Curve is calculated taking into account the Achieved Volumes for Balancing on the Demand Response Period considered. The Demand Response Entity's Reference Curve is calculated from the Reference Curve before balancing operations are taken into account as described in the following equation, taking into account exclusively the sites making up DREs and the Demand Response Entity: $Power_{Reference\ Curve,\ 10\text{-}Minute\ Interval} = Power_{Sum\ of\ the\ Reference\ Curves\ of\ the\ Consumption\ Sites\ making\ up\ this\ DRE,\ 10\text{-}Minute\ Intervals} - (Sign_{balancing\ direction} * Power_{Achieved\ Volume\ for\ Balancing,\ 10\text{-}Minute\ Intervals})$ where $Sign_{balancing\ direction}$ is equal to 1 if the balancing is an upward balancing operation and -1 if the balancing is a downward balancing operation.

From "Date D'' " Notified by RTE to the Market Participants, in the case where all of the DRE's Consumption Sites also making up a Balancing Entity represent more than 10% of the number of the DRE's Consumption Sites on the NEBEF Control Period and where the time series of the Achieved Volume for Balancing (calculated according to the terms of the MA-RE Terms and Conditions and made available to the Balancing Service Provider for the Friday between the 14th and the 20th of Month M+1) is non-zero on the NEBEF Control Period, then the Reference Curve is calculated according to the following terms:

- When establishing the initial unit power as defined in sections 7.3.3.1 and 7.3.3.2, if one of the two 10-Minute Intervals preceding the start of the individual load reduction, K-1 or K-2, is part of an Activation Period of the Balancing Entity, then, the initial unit power calculation is based on the two 10-Minute Intervals strictly prior to the 10-Minute Interval of the Load Reduction Start Time that are closest to this 10-Minute Interval and are outside the Activation Period of the Balancing Entity and do not correspond to an individual load reduction.

- The Demand Response Entity's Reference Curve is calculated taking into account the Achieved Volumes for Balancing on the Demand Response Period considered. The Demand

Response Entity's Reference Curve is calculated from the Reference Curve before balancing operations are taken into account as described in the following equation, taking into account exclusively the sites making up DREs that do not make up the Demand Response Entity: $Power_{\text{Reference Curve, 10-Minute Intervals}} = Power_{\text{Sum of the Reference Curves of the Consumption Sites making up the DRE and which do not make up a Balancing Entity activated simultaneously, 10-Minute Intervals}}$.

7.2.3.3 Special conditions related to the method

The Demand Response Period cannot exceed a duration of six (6) hours. The duration without load reductions between two Load Reduction Periods must be greater than or equal to one (1) hour if the first of the two Load Reduction Periods is strictly less than two (2) hours, and greater than or equal to two (2) hours otherwise.

The relevant individual load reductions can last ten (10) or thirty (30) minutes for a Profiled Demand Response Entity load reduction duration of thirty (30) minutes. The relevant individual load reductions cannot take more than ten (10) minutes for a Profiled Demand Response Entity load reduction duration of thirty (30) minutes.

7.2.4 "Demand forecast" method

The demand forecast method is applicable to Remotely Read DREs only. Only Consumption Sites that have certification in the "demand forecast" method can be attached to a Demand Response Entity certified with this method. This certification is valid for the Consumption Site / Demand Response Aggregator pair. It is not transferable.

If the Consumption Site exits the Demand Response Aggregator's Load Reduction Perimeter and in order to cease the monthly verification of the quality of the forecast, the latter may, if it wishes, request to remove this Consumption Site from its list of sites certified in the "demand forecast" method. The Demand Response Aggregator will not be able to request certification for this Consumption Site in the "demand forecast" method for the nine (9) months following this request for removal.

7.2.4.1 Application for certification of a Remotely-Read Consumption Site in the "demand forecast" method

The Consumption Site, through the Demand Response Aggregator with which it has contracted, Notifies RTE of the application for certification in the demand forecast method. When Notifying RTE of the application for certification, according to the set of rules defined in the NEBEF IS Terms and Conditions, the Demand Response Aggregator indicates the reference of the Consumption Site, as defined in 5.2.2.3.2, and up to "Date I", the Minimum Demand Response Capacity of the Consumption Site.

An application for certification in the demand forecast method may not be issued for a Consumption Site already certified in this method with the Demand Response Aggregator submitting the request, or for a Consumption Site which has been subject to removal of certification in the demand forecast method in the last nine (9) Months with the Operator submitting the request.

According to the transitional arrangements defined in Article 2.3.4, if the Consumption Site issues this request within nine (9) months following a removal of certification in the consumption history method, the Site may not have been subject to a removal of certification in the consumption history method in the past twenty-four (24) Months with the Demand Response Aggregator submitting the request.

After verification of these elements, RTE Notifies the Demand Response Aggregator of the certification of the Consumption Site no later than two (2) Business Days after the request. The Demand Response Aggregator undertakes to pass on this Notification to the certified Consumption Site.

If the Consumption Site is connected to the Public Distribution System, the Demand Response Aggregator informs the Distribution System Operator the Consumption Site is connected to of this request approved by RTE, indicating the reference of the Consumption Site as set out in Article 5.2.2.3.2.

A request for attachment can only be made for a Consumption Site whose certification has been notified by RTE to a Demand Response Entity certified in the "demand forecast" method. This evolution of the Load Reduction Perimeter takes effect on the next expiry of the Load Reduction Perimeter evolution within the time limits described in Article 5.5.3.

7.2.4.2 Transmission of demand forecasts to RTE

For each Consumption Site having Notified RTE of an application for certification in the "demand forecast" method and each Consumption Site making up a Demand Response Entity certified in the "demand forecast" method, the demand forecast must be transmitted at the Half-Hourly Interval by the Demand Response Aggregator to RTE. This transmission is made in W-1, every Friday for the period W from Monday 00:00 to Sunday 23:59, according to the procedures defined in the NEBEF IS Terms and Conditions.

For Consumption Sites Qualified for the submetering experiment, the demand forecast sent will be to be made at the submetering level and the site level.

The Demand Response Aggregator may send a new demand forecast for each Consumption Site no later than D-2 as long as an initial forecast has been successfully sent in W-1 for the associated period. This option is offered a maximum of four (4) times a month.

For Consumption Sites connected to the Public Distribution System and attached to a Demand Response Entity certified in the "demand forecast" method for which a Retained Load Reduction Schedule for day D has been Notified to the Demand Response Aggregator, RTE transmits the demand forecast applicable for the day D to the Public Distribution System Operator the Consumption Site is connected to, no later than Day D+3. For Consumption Sites Qualified for the submetering experiment, in the experimental framework, the demand forecast sent by RTE to the Distribution System Operator the Consumption Site is connected to will also be at the Site level.

7.2.4.3 Monthly audit of the quality of the forecasts

The monthly verification of the quality of the forecasts consists of verifying, for each Month M for which the Consumption Site is certified, that the quality indicators of the forecasts, calculated over Month M, meet the criteria defined in Article 7.2.4.4. The month M indicators are only calculated for certified Consumption Sites attached to a Demand Response Entity using the forecast method in month M.

If the monthly verification of the quality of the forecasts shows that at least one of these criteria is not met for Month M, RTE will Notify the Demand Response Aggregator no later than ten (10) business days before the end of Month M+2.

If it has not been possible to calculate the criterion for at least three (3) Months out of the eleven (11) rolling Months or if at least one of these criteria is not met for three (3) Months or more of the last eleven (11) rolling Months, RTE Notifies the Demand Response Aggregator of the removal of the Consumption Site's certification. This removal of certification is effective as soon as the Demand Response Aggregator receives this Notification. In this case, the Consumption Site which has been subject to removal of certification is automatically removed from the Demand Response Entity to which it was attached. This evolution of the Load Reduction Perimeter takes effect on the next expiry of the Load Reduction Perimeter evolution within the time limits described in Article 5.5.3.

RTE may decide to conduct audits to verify the compliance of the demand forecasts sent. RTE may outsource these audits but retains responsibility for them. In the event of a proven failure, the removal of certification from the Consumption Site concerned may be considered.

7.2.4.4 Quality indicators of the forecast for the "demand forecast" method

Up to "Date I", The quality indicators of the demand forecast of a month M prior to date I are calculated, at the level of a Consumption Site or at the submetering level in the context of the experiment and over a defined time period, as follows:

- absolute error (ε)

$$\varepsilon = \frac{1}{N}\sum_{i=1}^{N}\frac{|\text{Prévision de consommation}_i\text{-Consommation}_i|}{\text{Capacité d'Effacement Minimale du Site de Soutirage}_i}$$

- centering error (ε')

$$\varepsilon' = \frac{1}{N}\left|\sum_{i=1}^{N}\frac{\text{Prévision de consommation}_i\text{-Consommation}_i}{\text{Capacité d'Effacement Minimale du Site de Soutirage}_i}\right|$$

Where:

- $\text{Prévision de consommation}_i$ the value of the demand forecast transmitted by the Demand Response Aggregator to RTE, in accordance with the provisions of Article 7.2.4.2, for the Half-Hourly Interval i. Note that in the context of the submetering experiment, the demand forecast at submetering level is retained.

- Consommation_i the value of the Consumption Curve of the Consumption Site for the Half-Hourly Interval i. Note that in the context of the submetering experiment, the Site's Consumption Curve at submetering level is retained.

- N is the number of Half-Hourly Intervals over the time period considered for the calculation of the indicator. The following are excluded from the calculation period of the indicator:

    - The Load Reduction Periods and the Shifted Load Periods of the DRE to which the Consumption Site is attached;

    - the Adjustment Periods of the DRE to which the Consumption Site is attached;

    - Half-Hourly Intervals for which no demand forecast has been transmitted for the Consumption Site in accordance with the conditions of Article 7.2.4.2;

  For Half-Hourly Intervals on which the value of the Consumption Curve of the Consumption Site is not known when calculating the indicator, the value of the Consumption Curve for the Intervals concerned is equal to the value of the demand forecast for this same Interval. Once the Consumption Site's Consumption Curve has been received from the System Operator, the quality indicators of the forecast are recalculated. This measure is not applicable for the Consumption Curves reported in the submetering experiment.

- $\text{Capacité d'Effacement Minimale du Site de Soutirage}_i$ the Minimum Demand Response Capacity of the Consumption Site for the Half-Hourly Interval i, determined as the Minimum Demand Response Capacity applicable to the Consumption Site at the Half-Hourly Interval i in accordance with the provisions of Article 5.3.1;

The criteria to be met for forecast quality indicators are as follows:

- the absolute error (ε) must be less than or equal to 40%;

- the centering error (ε') must be less than or equal to 15%.

From "Date I", the quality indicators of the demand forecast of a month M after "Date I" are calculated, at the level of a Consumption Site or at the submetering level in the context of the experiment and over a defined time period, as follows:

- absolute error (ε)

$$\varepsilon = \frac{1}{N}\sum_{i=1}^{N}\frac{|\text{Prévision de consommation}_i\text{-Consommation}_i|}{\text{Capacité d'Effacement Maximale du Site de Soutirage}_i}$$

- centering error (ε')

$$\varepsilon' = \frac{1}{N}\left|\sum_{i=1}^{N}\frac{\text{Prévision de consommation}_i\text{-Consommation}_i}{\text{Capacité d'Effacement Maximale du Site de Soutirage}_i}\right|$$

With:

- $\text{Prévision de consommation}_i$ the value of the demand forecast transmitted by the Demand Response Aggregator to RTE, in accordance with the provisions of Article 7.2.4.2, for the Half-Hourly Interval i. Note that in the context of the submetering experiment, the Demand Forecast at submetering level is retained.

- Consommation_i the value of the Consumption Curve of the Consumption Site for the Half-Hourly Interval i. Note that in the context of the submetering experiment, the Site's Consumption Curve at submetering level is retained.

- N is the number of Half-Hourly Intervals over the time period considered for the calculation of the indicator. The following are excluded from the calculation period of the indicator:

    - The Load Reduction Periods and the Shifted Load Periods of the DRE to which the Consumption Site is attached;

    - the Adjustment Periods of the DRE to which the Consumption Site is attached;

    - Half-Hourly Intervals for which no demand forecast has been transmitted for the Consumption Site in accordance with the conditions of Article 7.2.4.2;

  For Half-Hourly Intervals at which the value of the Consumption Site's Consumption Curve is not known when calculating the indicator, the value of the Consumption Curve for the Intervals concerned is equal to the value of the demand forecast for this same Interval. On receipt of the Consumption Site's Consumption Curve, the quality indicators of the forecast are recalculated.

- $\text{Capacité d'Effacement Maximale du Site de Soutirage}_i$ the Maximum Demand Response Capacity of the Consumption Site applicable on the Half-Hourly Interval i, in accordance with the provisions of Article 5.3.1.

The criteria to be met for forecast quality indicators are as follows:

- the absolute error (ε) must be less than or equal to 35%;
- the centering error (ε') must be less than or equal to 15%.

7.2.4.5 Determining the reference Load Curve

At each Half-Hourly Interval of the Load Reduction Period or the Shifted Load Period considered, the value of the Reference Load Curve of the Demand Response Entity is equal to the sum of the

Reference Load Curves of the Consumption Sites making up this Demand Response Entity, with the exception of the Consumption Sites referred to in 6.3.5.

For each Consumption Site, for each Half-Hourly Interval in the Load Reduction Period or Shifted Load Period considered, the value of the Reference Load Curve of a Consumption Site is equal to the value of the demand forecast of the Consumption Site over this Half-Hourly Interval if a demand forecast has been transmitted to RTE in accordance with the terms of Article 7.2.4.2. Otherwise, the value of the Reference Load Curve of a Consumption Site is equal to the value of the Consumption Site's Consumption Curve on this Half-Hourly Interval.

In cases where the makeup of the DRE and the makeup of the Balancing Entity are strictly identical on the NEBEF Control Period, then the Reference Curve takes into account the Achieved Volume for Balancing (calculated according to the terms of the MA-RE Terms and Conditions and made available to the Balancing Service Provider for the Friday between the 14th and the 20th of Month M+1) under the following terms. On the Half-Hourly Intervals of the Load Reduction Period considered, the Demand Response Entity's Reference Curve is calculated as described in the following equation: $Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} = Power_{Sum\ of\ the\ Reference\ Curves\ of\ the\ Consumption\ Sites\ making\ up\ this\ DRE,\ Half\text{-}Hourly\ Interval} - (Sign_{balancing\ direction} * Power_{Achieved\ Volume\ for\ Balancing,\ Half\text{-}Hourly\ Interval})$ where $Sign_{balancing\ direction}$ is equal to 1 if the balancing is an upward balancing operation and -1 if the balancing is a downward balancing operation.

In cases where the makeup of the DRE and the makeup of the Balancing Entity have an intersection where the number of Consumption Sites represent more than 90% of the number of Consumption Sites of the DRE and more than 90% of the number of Consumption Sites of the Balancing Entity on the NEBEF Control Period and where the time series of the Achieved Volume for Balancing (calculated according to the terms of the MA-RE Terms and Conditions and made available to the Balancing Service Provider for the Friday between the 14th and the 20th of Month M+1) is non-zero on the NEBEF Control Period, then the Reference Curve takes into account this Achieved Volume for Balancing time series according to the following terms. On the Half-Hourly Intervals of the Load Reduction Period considered, the Demand Response Entity's Reference Curve is calculated as described in the following equation taking into account only the sites in common with the DRE and the Balancing Entity: $Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} = Power_{Sum\ of\ the\ Reference\ Curves\ of\ the\ Consumption\ Sites\ making\ up\ this\ DRE,\ Half\text{-}Hourly\ Interval} - (Sign_{balancing\ direction} * Power_{Achieved\ Volume\ for\ Balancing,\ Half\text{-}Hourly\ Interval})$ where $Sign_{balancing\ direction}$ is equal to 1 if the balancing is an upward balancing operation and -1 if the balancing is a downward balancing operation.

From "Date D'' " Notified by RTE to the Market Participants, in the case where all of the DRE's Consumption Sites also making up a Balancing Entity represent more than 10% of the number of the DRE's Consumption Sites on the NEBEF Control Period and where the time series of the Achieved Volume for Balancing (calculated according to the terms of the MA-RE Terms and Conditions and made available to the Balancing Service Provider for the Friday between the 14th and the 20th of Month M+1) is non-zero on the NEBEF Control Period, then the Reference Curve is calculated according to the following terms. On the Half-Hourly Intervals of the Load Reduction Period considered, the Demand Response Entity's Reference Curve is calculated as described in the following equation taking into account exclusively the sites making up DREs that do not make up the Demand Response Entity: $Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} = Power_{sum\ of\ the\ Reference\ Curves\ of\ the\ Remotely\text{-}Read\ Consumption\ Sites\ making\ up\ the\ DRE\ and\ which\ do\ not\ make\ up\ a\ Balancing\ Entity\ activated\ simultaneously,\ Half\text{-}Hourly\ Interval.}$

7.2.5 "Consumption history" method

The consumption history method is applicable to Remotely Read DREs only. Only Remotely-Read Consumption Sites that have certification in the "consumption history" method can be attached to a Demand Response Entity certified with this method. This certification is valid for the Consumption Site / Demand Response Aggregator pair. It is not transferable.

7.2.5.1 Application for certification for a Remotely-Read Consumption Site in the "consumption history" method

The Consumption Site, through the Demand Response Aggregator with which it has contracted, Notifies RTE of the application for certification in the consumption history method. When Notifying RTE of the application for certification, in accordance with the set of rules defined in the NEBEF IS Terms and Conditions, the Demand Response Aggregator states the reference of the Consumption Site, as defined in 5.2.2.3.2, the Variant selected among those set out in Article 7.2.5.3 and up until "Date I", the Minimum Demand Response Capacity of the Consumption Site.

An application for certification in the consumption history method may not be issued for a Consumption Site already certified in this method with the Demand Response Aggregator submitting the request (except in the case of a change in variant), or for a Consumption Site which has been subject to removal of certification in the consumption history method in the last nine (9) Months with the Operator submitting the request.

In accordance with the transitional terms defined in Article 2.3.4, if the Consumption Site issues this request within nine (9) months following a removal of certification in the demand forecast method, the Site may not have been subject to a removal of certification in the consumption history method in the past twenty-four (24) Months, with the Demand Response Aggregator submitting the request.

After verification of these elements, RTE Notifies the Demand Response Aggregator of the certification of the Consumption Site approval no later than two (2) Business Days after the request. The Demand Response Aggregator undertakes to pass on this Notification to the certified Consumption Site.

If the Consumption Site is connected to the Public Distribution System, the Demand Response Aggregator informs the Distribution System Operator to which the Consumption Site is connected of this application for certification approved by RTE, indicating the reference of the Consumption Site as set out in Article 5.2.2.3.2. The Demand Response Aggregator also asks the Distribution System Operator to transmit to RTE the Consumption Curves required for the implementation of the variant of the consumption history method for the first month in which the Consumption Site is attached to a historical DRE. The Distribution System Operator transmits the Consumption Curves of the Consumption Site concerned to RTE, required for the implementation of the variant of the method selected by the Site for the first month of attachment of the Consumption Site to a historical DRE. These data must be sent

- before date F: from the 1st day of month M of site attachment to the DRE and before the end of month M+1
- after date F: from the 1st day of month M of site attachment to the DRE and at the latest at 12:00 on the second Friday of the month M.

Only a certified Consumption Site can be the subject of a request for attachment to a Demand Response Entity certified with the "consumption history" method. This evolution of the Load Reduction Perimeter takes effect on the next expiry of the Load Reduction Perimeter evolution within the time limits described in Article 5.5.3.

7.2.5.2 Declaration to RTE of periods of unavailability

For each Consumption Site of a Demand Response Entity certified with the "based on historical data" method, unavailabilities are transmitted by the Demand Response Aggregator to RTE.

For Consumption Sites connected to the Public Distribution System and attached to a Demand Response Entity certified in the "consumption history" method, RTE transmits the unavailabilities declared by the Demand Response Aggregator for Day D to the Public Distribution System Operator to which the Consumption Site is connected, no later than day D+3.

7.2.5.2.1 Declaration of recurring unavailability

For each Consumption Site certified in the consumption history method, the Demand Response Aggregator may declare recurring unavailabilities. The Days on which recurring unavailabilities are reported are not taken into account in the calculation of the criteria for certification, or in the calculation of the consumption history reference such as described in 7.2.5.3.

The Demand Response Aggregator Notifies RTE of the recurring unavailabilities of a Consumption Site for a period of twelve (12) Months corresponding to a calendar year. A recurring unavailability is taken into account in the calculation of the consumption history reference only if it is transmitted at least two (2) Days before its date of occurrence.

The Demand Response Aggregator may redeclare the recurring unavailabilities of a Consumption Site to RTE, for a calendar year and one time only. Beyond this limit, the recurring unavailabilities transmitted by the Demand Response Aggregator will not be taken into account. This redeclaration must be submitted no later than D-2 for unavailability on day D.

If no recurring unavailabilities are transmitted, the Consumption Site will be considered as available over the months for which no information was transmitted.

7.2.5.2.2 Declaration of exceptional unavailability

For each Consumption Site certified in the consumption history method, the Demand Response Aggregator may declare exceptional unavailabilities, made up of periods of one or several consecutive Days.

The Days on which exceptional unavailabilities occur are not taken into account in the calculation of the criteria for certification, or in the calculation of the consumption history reference such as described in 7.2.5.3.

For each Consumption Site certified in the consumption history method, a day D of exceptional unavailability must be declared by D-2 at the latest.

The number of Days of exceptional unavailability must be less than or equal to forty-nine (49) Days over a calendar Year, distributed over a maximum of five (5) separate periods of unavailability.

7.2.5.3 Calculation of the consumption history reference

The consumption history reference is calculated for each Consumption Site.

For the days on which the Consumption Site is unavailable (recurring or exceptional unavailability as declared in Article 7.2.5.2), the consumption history reference is equal to the Load Curve of the Consumption Site. Otherwise, the history reference is calculated according to the arrangements described in Articles 7.2.5.3.1, 7.2.5.3.2, 7.2.5.3.3 and 7.2.5.3.4, depending on the variant selected in the context of the approval of the Consumption Site.

7.2.5.3.1 10 day mean

The reference curve of a Consumption Site over a Half-Hourly Interval is the mean value, over each of the three 10-Minute Intervals that make up the Half-Hourly Interval, of the average consumption of the 10-Minute Interval considered in the previous ten (10) days, excluding unavailability of the Consumption Site, adjustment periods, load reduction periods, and Shifted Load periods. From "Date I", these ten (10) days will be taken into account up until and including D-2.

During the five (5) days following a period of unavailability of twenty-eight (28) consecutive days, the consumption history reference is equal to the Consumption Curve of the Consumption Site. This period of (5) Days makes up a reconstitution period.

7.2.5.3.2 10 day median

The reference curve of a Consumption Site over a Half-Hourly Interval is the mean value, over each of the three ten-Minute Intervals that make up the Half-Hourly Interval, of the median consumption of the 10-Minute Interval considered in the previous ten (10) days, excluding unavailability of the Consumption Site, adjustment periods, load reduction periods, and Shifted Load periods. From "Date I", these ten (10) days will be taken into account up until and including D-2.

During the five (5) days following a period of unavailability of twenty-eight (28) consecutive days, the consumption history reference is equal to the Consumption Curve of the Consumption Site. This period of (5) Days makes up a reconstitution period.

7.2.5.3.3 4 week mean

The reference curve of a Consumption Site over a Half-Hourly Interval is the mean value, over each of the three 10-Minute Intervals making up the Half-Hourly Interval, of the average consumption of the 10-Minute Interval considered during the same day of the week as the four (4) previous weeks, excluding unavailability of the Consumption Site, adjustment periods, load reduction periods, and Shifted Load periods.

During the two (2) weeks following a period of unavailability of twenty-eight (28) consecutive days, the consumption history reference is equal to the Consumption Curve of the Consumption Site. This period of (2) weeks makes up a reconstitution period.

7.2.5.3.4 4 week median

The reference curve of a Consumption Site over a Half-Hourly Interval is the mean value, over each of the three 10-Minute Intervals making up the Half-Hourly Interval, of the median consumption of the 10-Minute Interval considered during the same day of the week as the four (4) previous weeks, excluding unavailability of the Consumption Site, adjustment periods, load reduction periods, and Shifted Load periods.

During the two (2) weeks following a period of unavailability of twenty-eight (28) consecutive days, the consumption history reference is equal to the Consumption Curve of the Consumption Site. This period of (2) weeks makes up a reconstitution period.

7.2.5.4 Monthly verification of the quality of the Reference Curve based on historical data

The monthly verification of the quality of the Reference Curve based on historical data consists of verifying, for each Month M for which the Consumption Site is certified, that the quality indicator of the based on historical data method meets the criteria defined in Article 7.2.5.5. The calculation of the month M indicators is only made for Consumption Sites attached to a Demand Response Entity that are certified in the consumption history method in month M.

If the monthly verification of the quality of the Reference Curve based on historical data shows that this criterion is not met for Month M, RTE will Notify the Demand Response Aggregator no later than ten (10) business days before the end of month M+2.

If at least one of these criteria is not met for three (3) Months or more of the last eleven (11) rolling Months, RTE Notifies the Demand Response Aggregator of the removal of the Consumption Site's certification. This removal of certification is effective as soon as the Demand Response Aggregator receives this Notification. In this case, the Consumption Site which has been subject to removal of certification is automatically removed from the Demand Response Entity to which it was attached. This evolution of the Load Reduction Perimeter takes effect on the next expiry of the Load Reduction Perimeter evolution within the time limits described in Article 5.5.3.

7.2.5.5 Quality indicator for the "consumption history" method

Up to "Date I", the quality indicator for the consumption history method is absolute error (ε), for each month M prior to date I, and is calculated, at the level of the Consumption Site and over a defined time period, as follows:

$$\text{Erreur absolue } \varepsilon = \frac{1}{N}\sum_{i=1}^{N}\frac{|\text{Référence historique de consommation}_i\text{-Consommation}_i|}{\text{Capacité d'Effacement Minimale du Site de Soutirage}_i}$$

Where:

- $\text{Référence historique de consommation}_i$ the value of the consumption history reference for the Half-Hourly Interval i, calculated in accordance with the provisions of Article 7.2.5.3;
- Consommation_i the value of the Consumption Curve of the Consumption Site for the Half-Hourly Interval i;
- N is the number of Half-Hourly Intervals over the time period considered for the calculation of the indicator. The following are excluded from the period of calculation of the indicator:
    - The Load Reduction Periods and the Shifted Load Periods of the DRE to which the Consumption Site is attached;
    - the Adjustment Periods of the DRE to which the Consumption Site is attached;
    - recurring and exceptional periods of unavailability;
    - periods of reconstitution;

For the Half-Hourly Intervals on which the value of the Consumption Curve of the Consumption Site is not known when calculating the indicator, the value of the Consumption Curve for the Intervals concerned is equal to the value of the consumption history Reference for this same Interval. On receipt of the Consumption Site's Consumption Curve, the quality indicators of the forecast are recalculated.

- $\text{Capacité d'Effacement Minimale du Site de Soutirage}_i$ the Minimum Demand Response Capacity of the Consumption Site for the Half-Hourly Interval i, in accordance with the provisions of Article 5.3.1;

The absolute error (ε) must be less than or equal to 40% at the monthly verification.

From "Date I", the quality indicator for the consumption history method is the absolute error (ε) and is calculated, for each month M after date I, at the level of the Consumption Site and over a defined time period, as follows:

$$\text{Erreur absolue } \varepsilon = \frac{1}{N}\sum_{i=1}^{N}\frac{|\text{Référence historique de consommation}_i\text{-Consommation}_i|}{\text{Capacité d'Effacement Maximale du Site de Soutirage}_i}$$

With:

- $\text{Référence historique de consommation}_i$ the value of the consumption history reference for the Half-Hourly Interval i, calculated in accordance with the provisions of Article 7.2.5.3 ;
- Consommation_i the value of the Consumption Curve of the Consumption Site for the Half-Hourly Interval i;
- N is the number of Half-Hourly Intervals over the time period considered for the calculation of the indicator. The following are excluded from the calculation period of the indicator:

- the Load Reduction Periods and the Shifted Load Periods of the DRE to which the Consumption Site is attached;
- the Adjustment Periods of the DRE to which the Consumption Site is attached;
- recurring and exceptional periods of unavailability;
- periods of reconstitution;

For Half-Hourly Intervals at which the value of the Consumption Site's Consumption Curve is not known when calculating the indicator, the value of the Consumption Curve for the Intervals concerned is equal to the value of the consumption history Reference for this same Interval. On receipt of the Consumption Site's Consumption Curve, the quality indicators of the forecast are recalculated.

- $\text{Capacité d'Effacement Maximale du Site de Soutirage}_i$ the Maximum Demand Response Capacity of the Consumption Site for the Half-Hourly Interval i, determined in accordance with the provisions of Article 5.3.1.

The absolute error (ε) must be less than or equal to 35% at the monthly verification.

7.2.5.6 Determining the reference Load Curve

At each Half-Hourly Interval of the Load Reduction Period or the Shifted Load Period considered, the value of the Reference Load Curve of the Demand Response Entity is equal to the sum of the Reference Load Curves of the Consumption Sites making up this Demand Response Entity, with the exception of the Consumption Sites referred to in 6.3.5.

For each Consumption Site, for each 10-minute Interval of the Load Reduction Period of the Shifted Load Period concerned, the value of the Reference Curve of the Remotely-Read Consumption Site is equal to the reference consumption history for this 10-Minute Interval calculated according to the terms described in Article 7.2.5.3.

In cases where the makeup of the DRE and the makeup of the Balancing Entity are strictly identical on the NEBEF Control Period, then the Reference Curve takes into account the Achieved Volume for Balancing (calculated according to the terms of the MA-RE Terms and Conditions and made available to the Balancing Service Provider for the Friday between the 14th and the 20th of Month M+1) under the following terms. On the Half-Hourly Intervals of the Load Reduction Period considered, the Demand Response Entity's Reference Curve is calculated as described in the following equation: $\text{Power}_{\text{Reference Curve, Half-Hourly Interval}} = \text{Power}_{\text{Sum of the Reference Curves of the Remotely-Read Consumption Sites making up this DRE, Half-Hourly Interval}} - (\text{Sign}_{\text{balancing direction}} * \text{Power}_{\text{Achieved Volume for Balancing, Half-Hourly Interval}})$ where $\text{Sign}_{\text{balancing direction}}$ is equal to 1 if the balancing is an upward balancing operation and -1 if the balancing is a downward balancing operation.

In cases where the makeup of the DRE and the makeup of the Balancing Entity have an intersection where the number of Consumption Sites represent more than 90% of the number of Consumption Sites of the DRE and more than 90% of the number of Consumption Sites of the Balancing Entity on the NEBEF Control Period and where the time series of the Achieved Volume for Balancing (calculated according to the terms of the MA-RE Terms and Conditions and made available to the Balancing Service Provider for the Friday between the 14th and the 20th of Month M+1) is non-zero on the NEBEF Control Period, then the Reference Curve takes into account this Achieved Volume for Balancing time series according to the following terms. On the Half-Hourly Intervals of the Load Reduction Period considered, the Demand Response Entity's Reference Curve is calculated as described in the following equation taking into account only the sites in common with the DRE and the Balancing Entity: $\text{Power}_{\text{Reference Curve, Half-Hourly Interval}} = \text{Power}_{\text{Sum of the Reference Curves of the Consumption Sites making up this DRE, Half-Hourly Interval}} - (\text{Sign}_{\text{balancing direction}} * \text{Power}_{\text{Achieved Volume for Balancing, Half-Hourly Interval}})$ where

Sign $_{balancing\ direction}$ is equal to 1 if the balancing is an upward balancing operation and -1 if the balancing is a downward balancing operation.

From "Date D"" Notified by RTE to the Market Participants, in the case where all of the DRE's Consumption Sites also making up a Balancing Entity represent more than 10% of the number of the DRE's Consumption Sites on the NEBEF Control Period and where the time series of the Achieved Volume for Balancing (calculated according to the terms of the MA-RE Terms and Conditions and made available to the Balancing Service Provider for the Friday between the 14th and the 20th of Month M+1) is non-zero on the NEBEF Control Period, then the Reference Curve is calculated according to the following terms. On the Half-Hourly Intervals of the Load Reduction Period considered, the Demand Response Entity's Reference Curve is calculated as described in the following equation taking into account exclusively the sites making up DREs that do not make up the Demand Response Entity: $Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} = Power_{Sum\ of\ the\ Reference\ Curves\ of\ the\ Remotely\text{-}Read\ Consumption\ Sites\ making\ up\ the\ DRE\ and\ which\ do\ not\ make\ up\ a\ Balancing\ Entity\ activated\ simultaneously,\ Half\text{-}Hourly\ Interval}$.

7.2.6 Methods subject to parallel tests and analyses during the period of validity of these terms and conditions

In the course of the NEBEF Terms and Conditions, the methods for drawing up the Reference Curve of the Demand Response Entities listed in these terms and conditions, or any other method that requires it directly or indirectly, may be tested and analysed. These tests decide on the admissibility of the method and potentially prepare for it to be integrated into the NEBEF Terms and Conditions.

The methods tested under this Article may also have the purpose of enabling a quantified assessment of the side effects associated with load reductions.

The methods to be tested may be proposed by a stakeholder to these Terms and Conditions or a party interested in becoming one, a grouping of companies or individuals, or a professional organisation.

Organisations, agencies or companies wishing to implement a Certification method test should participate in these analyses, including by transmitting data to assess the performance of the proposed method.

To implement the real conditions of the test of the method, the interested parties enter into a test protocol with RTE under the present article. This protocol specifies:

- the conditions for conducting testing of the method;
- the accurate and complete description of the method;
- the data they undertake to transmit for the purposes of the test;
- the load reductions they undertake to carry out for testing purposes;
- the terms for protection of underlying commercially sensitive data;
- the degree of dissemination permitted of test results.

At the end of the test period, the conclusion of the analyses shall be advertised in accordance with the degree of dissemination specified in the Memorandum of Understanding with market participants. This dissemination includes the presentation of results integrating aggregated data at a minimum, in accordance with procedures that respect the protection of commercially sensitive data of market players who participated in the tests.

The corresponding analyses, when available, are incorporated into the feedback provided for in Article 12.

If the results of the tests are conclusive, the progress report may lead to the amendment of the NEBEF Terms and Conditions, in accordance with the procedure laid down in Article 2.4, in order to authorise the certification of load reductions on new certified load reductions check methods.

RTE gathers feedback with the participation of the player who took part in the tests for the method.

7.3 Establishment of Achieved Load-Reduction Time Series and Achieved Shifted Load Time Series

7.3.1 Establishment of the Achieved Load-Reduction Time Series

The following concepts are used: $Power_{Retained\ Load\ Reduction\ Schedule,\ Half\text{-}Hourly\ Interval}$, $Power_{Consumption\ Curve,\ Half\text{-}Hourly\ Interval\ or\ 10\text{-}Minute\ Interval}$, $Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval}$, $Power_{Achieved\ Load\text{-}Reduction\ Time\ Series,\ Half\text{-}Hourly\ Interval}$ are the values at the relevant Measurement Interval of the time series defined in Articles 6.3, 7.1, 7.2 and in this Article.

The Maximum Demand Response Capacity $_{DRE,\ Calendar\ Month\ M}$ is the Maximum Demand Response Capacity value for the Calendar Month M for the Demand Response Entity associated with the Retained Load Reduction Schedule.

For each NEBEF Load Reduction Period, RTE performs the following operations:

- RTE calculates, for each Half-Hourly Interval, the power of the Reference Curve and the Consumption Curve as follows:
  - Half-Hourly Interval: mean power measured;
  - 10-Minute Intervals: sum of the three Measurement Intervals of the Half Hour of the measured power divided by three.
- For each Half-Hourly Interval, RTE calculates the power of the Achieved Load Reduction Time Series:
  - If $Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} \leq Power_{Consumption\ Curve,\ Half\text{-}Hourly\ Interval}$ then: $Power_{Achieved\ Load\ Reduction\ Time\ Series,\ Half\text{-}Hourly\ Interval} = 0$;
  - If $(Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} - Power_{Consumption\ Curve,\ Half\text{-}Hourly\ Interval}) \geq$ Maximum Demand Response Capacity $_{DRE,\ Calendar\ Month\ M}$, then: $Power_{Achieved\ Load\ Reduction\ Time\ Series,\ Half\text{-}Hourly\ Interval} =$ Demand Response Capacity $_{DRE,\ Calendar\ Month\ M}$;
  - If $0 < (Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} - Power_{Consumption\ Curve,\ Half\text{-}Hourly\ Interval}) <$ Maximum Demand Response Capacity $_{DRE,\ Calendar\ Month\ M}$; then: $Power_{Achieved\ Load\text{-}Reduction\ Time\ Series,\ Half\text{-}Hourly\ Interval} = Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} - Power_{Consumption\ Curve,\ Half\text{-}Hourly\ Interval}$.
- The limitations on a Demand Response Aggregator's Load Reduction Perimeter described in Article 6.2 for Declared Load Reduction Schedules are applied in the same way as Achieved Load-Reduction Time Series.

7.3.1.1 Special case: the makeup of the DRE and the makeup of the Balancing Entity have at least one site in common but are not strictly identical

In cases where Balancing Operations have been carried out by a BE made up of Consumption Sites also constituting a Demand Response Entity for which a Declared Load Reduction Schedule has been Notified for the same Half-Hourly Interval, and where the makeup of the DRE and the makeup of the BE are not strictly identical on the NEBEF Control Period, then the Achieved Load Reduction Time

Series performed contains null values for these Half-Hourly Intervals except in the two cases described in paragraphs 7.3.1.1.1 and 7.3.1.1.2.

7.3.1.1.1 Special case: the makeup of the DRE and the Balancing Entity concerned have an overlapping for which the number of Consumption Sites represents more than 90% of the number of Consumption Sites of the DRE and more than 90% of the number of Consumption Sites of the Balancing Entity

In cases where the makeup of the DRE and the makeup of the Balancing Entity have an intersection where the number of Consumption Sites represent more than 90% of the number of Consumption Sites of the DRE and more than 90% of the number of Consumption Sites of the Balancing Entity on the NEBEF Control Period and where the time series of the Achieved Volume for Balancing (calculated according to the terms of the MA-RE Terms and Conditions and made available to the Balancing Service Provider for the Friday between the 14th and the 20th of Month M+1) is non-zero on the NEBEF Control Period, then the Achieved Load-Reduction Times Series is calculated according to the following terms. For each NEBEF Load Reduction Period, RTE performs the following operations:

- RTE calculates, for each Half-Hourly Interval, the power of the Reference Curve and the Consumption Curve as follows:
  - Half-Hourly Interval: mean power measured;
  - 10-Minute Intervals: sum of the three Measurement Intervals of the Half Hour of the measured power divided by three.
- For each Half-Hourly Interval, RTE calculates the power of the Achieved Load Reduction Time Series:
  - If $Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} \leq Power_{Consumption\ Curve\ of\ the\ Consumption\ Sites\ making\ up\ the\ DRE,\ Half\text{-}Hourly\ Interval}$ then: $Power_{Achieved\ Load\ Reduction\ Time\ Series,\ Half\text{-}Hourly\ Interval} = 0$;
  - If $(Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} - Power_{Consumption\ Curve\ of\ the\ Consumption\ Sites\ making\ up\ the\ DRE,\ Half\text{-}Hourly\ Interval}) \geq Maximum\ Demand\ Response\ Capacity_{DRE,\ Calendar\ Month\ M}$, then: $Power_{Achieved\ Load\ Reduction\ Time\ Series,\ Half\text{-}Hourly\ Interval} = Maximum\ Demand\ Response\ Capacity_{DRE,\ Calendar\ Month\ M}$;
  - If $0 < (Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} - Power_{Consumption\ Curve\ of\ the\ Consumption\ Sites\ making\ up\ the\ DRE,\ Half\text{-}Hourly\ Interval}) < Maximum\ Demand\ Response\ Capacity_{DRE,\ Calendar\ Month\ M}$; then: $Power_{Achieved\ Load\text{-}Reduction\ Time\ Series,\ Half\text{-}Hourly\ Interval} = Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} - Power_{Consumption\ Curve\ of\ the\ Consumption\ Sites\ making\ up\ the\ DRE,\ Half\text{-}Hourly\ Interval}$.
- The limitations on a Demand Response Aggregator's Load Reduction Perimeter described in Article 6.2 for Declared Load Reduction Schedules are applied in the same way as Achieved Load-Reduction Time Series.

7.3.1.1.2 Special case: all of the Consumption Sites making up the DRE also constituting a Balancing Entity represent less than 10% of the number of Consumption Sites of the DRE

From "Date D'' " Notified by RTE to the market participants, in the case where all of the DRE's Consumption Sites also making up a Balancing Entity represent more than 10% of the number of the DRE's Consumption Sites on the NEBEF Control Period and where the time series of the Achieved Volume for Balancing (calculated according to the terms of the MA-RE Terms and Conditions and made available to the Balancing Service Provider for the Friday between the 14th and the 20th of

Month M+1) is non-zero on the NEBEF Control Period, then the Reference Curve is calculated according to the following terms. For each NEBEF Load Reduction Period, RTE performs the following operations:

- RTE calculates, for each Half-Hourly Interval, the power of the Reference Curve and the Consumption Curve as follows:
  - Half-Hourly Interval: mean power measured;
  - 10-Minute Intervals: sum of the three Measurement Intervals of the Half Hour of the measured power divided by three.
- For each Half-Hourly Interval, RTE calculates the power of the Achieved Load Reduction Time Series:
  - If $Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} \leq Power_{Consumption\ Curve\ of\ the\ Consumption\ Sites\ making\ up\ the\ DRE\ and\ which\ do\ not\ make\ up\ a\ Demand\ Response\ Entity\ activated\ simultaneously,\ Half\text{-}Hourly\ Interval}$ then: $Power_{Achieved\ Load\ Reduction\ Time\ Series,\ Half\text{-}Hourly\ Interval} = 0$;
  - If $(Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} - Power_{Consumption\ Curve\ of\ the\ Consumption\ Sites\ making\ up\ the\ DRE\ and\ which\ do\ not\ make\ up\ a\ Demand\ Response\ Entity\ activated\ simultaneously,\ Half\text{-}Hourly\ Interval}) \geq Maximum\ Demand\ Response\ Capacity_{DRE,\ Calendar\ Month\ M}$, then: $Power_{Achieved\ Load\ Reduction\ Time\ Series,\ Half\text{-}Hourly\ Interval} = Maximum\ Demand\ Response\ Capacity_{DRE,\ Calendar\ Month\ M}$;
  - If $0 < (Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} - Power_{Consumption\ Curve\ of\ the\ Consumption\ Sites\ making\ up\ the\ DRE\ and\ which\ do\ not\ make\ up\ a\ Demand\ Response\ Entity\ activated\ simultaneously,\ Half\text{-}Hourly\ Interval}) < Maximum\ Demand\ Response\ Capacity_{DRE,\ Calendar\ Month\ M}$; then: $Power_{Achieved\ Load\ Reduction\ Time\ Series,\ Half\text{-}Hourly\ Interval} = Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval} - Power_{Consumption\ Curve\ of\ the\ Consumption\ Sites\ making\ up\ the\ DRE\ and\ which\ do\ not\ make\ up\ a\ Demand\ Response\ Entity\ activated\ simultaneously,\ Half\text{-}Hourly\ Interval}$.
- The limitations on a Demand Response Aggregator's Load Reduction Perimeter described in Article 6.2 for Declared Load Reduction Schedules are applied in the same way as Achieved Load-Reduction Time Series.

7.3.2 Establishment of the Achieved Shifted Load Time Series

The following concepts are used: $Power_{Retained\ Shifted\ Load\ Schedule,\ Half\text{-}Hourly\ Interval}$, $Power_{Consumption\ Curve,\ Half\text{-}Hourly\ Interval\ or\ 10\text{-}Minute\ Interval}$, $Power_{Reference\ Curve,\ Half\text{-}Hourly\ Interval}$, $Power_{Achieved\ Shifted\ Load\ Time\ Series,\ Half\text{-}Hourly\ Interval}$ are the values at the relevant Measurement Interval of the time series defined in Articles 6.3, 7.1, 7.2 and in this Article.

The $Maximum\ Demand\ Response\ Capacity_{DRE,\ Calendar\ Month\ M}$ is the Maximum Demand Response Capacity value for the Calendar Month M for the Demand Response Entity associated with the Retained Shifted Load Schedule.

For each Shifted Load Period, RTE performs the following operations:

- RTE calculates, for each Half-Hourly Interval, the power of the Reference Curve and the Consumption Curve as follows:
  - Half-Hourly Interval: mean power measured;
  - 10-Minute Intervals: sum of the three Measurement Intervals of the Half Hour of the measured power divided by three.
- For each Half-Hourly Interval, RTE calculates the power of the Achieved Shifted Load Time Series:

- If Power $_{\text{Consumption Curve, Half-Hourly Interval}} \leq$ Power $_{\text{Reference Curve, Half-Hourly Interval}}$ then: Power $_{\text{Achieved Shifted Load Time Series, Half-Hourly Interval}} = 0$;
- If (Power $_{\text{consumption Curve, Half-Hourly Interval}}$ - Power $_{\text{Reference Curve, Half-Hourly Interval}}$) ≥ Maximum Demand Response Capacity $_{\text{DRE, Calendar Month M}}$, then: Power $_{\text{Achieved Shifted Load Time Series, Half-Hourly Interval}}$ = Maximum Demand Response Capacity $_{\text{DRE, Calendar Month M}}$;
- If 0 < (Power$_{\text{, Consumption Curve, Half-Hourly Interval}}$ - Power $_{\text{Reference Curve, Half-Hourly Interval}}$) < Maximum Demand Response Capacity $_{\text{DRE, Calendar Month M}}$; then: Power $_{\text{Achieved Shifted Load Time Series, Half-Hourly Interval}}$ = Power $_{\text{Consumption Curve, Half-Hourly Interval}}$ - Power $_{\text{Reference Curve, Half-Hourly Interval}}$.

- The limitations applicable to a Demand Response Aggregator's Load Reduction Perimeter described in Article 6.2 for Declared Shifted Load Schedules are applied in the same way as Achieved Shifted Load Time Series.

7.3.3 Information concerning Balance Responsible Parties

7.3.3.1 Balance Responsible Parties to which the Consumption Sites making up DREs are connected

Following the achievement of load reductions by the Demand Response Aggregators during the Calendar Month M, RTE transmits aggregated information to the Balance Responsible Parties to which are attached Consumption Sites making up the Demand Response Entities for which Retained Load-Reduction Schedules and/or Retained Shifted Load Schedules have been Notified.

At the latest on the tenth Business Day of the Calendar Month M+2, RTE shall inform the Balance Responsible Parties to which are attached Consumption Sites making up the Demand Response Entities, in accordance with the NEBEF IS Terms and Conditions, of the following aggregations:

Each above-mentioned Balance Responsible Party shall be informed of:

- the share of Achieved Load-Reduction Time Series and Achieved Shifted Load Time Series, for all Demand Response Aggregators combined, for all Consumption Sites for which the type of Load Curve is Remotely Read at the Regulated and Contractual Models, making up the Remotely Read or Profiled DRE, and attached to its Balance Perimeter;
- the share of Achieved Load-Reduction Time Series, for all Demand Response Aggregators combined, for all Consumption Sites for which the type of Load Curve is Estimated at the Regulated and Contractual Models, making up the Remotely Read or Profiled DRE, and attached to its Balance Perimeter;
- the share of Achieved Load Reduction Time Series and Achieved Shifted Load Time Series, for all Demand Response Aggregators combined, for all Consumption Sites using the Corrected Model, making up the Remotely Read or Profiled DRE, and attached to its Balance Perimeter;

RTE will only transmit information to Balance Responsible Parties about the Consumption Sites for which the type of Load Curve is Estimated if at least three Load Reduction Perimeters of Demand Response Aggregators contain at least one Profiled Demand Response Entity each, and if none of these Demand Response Aggregators alone represents more than eighty (80)% of the total Maximum Demand Response Capacity of the Profiled Demand Response Entities.

7.3.3.2 Balance Responsible Parties the Demand Response Aggregators are attached to

Following the achievement of load reductions by the Demand Response Aggregators during the Calendar Month M, RTE transmits aggregated information to the Balance Responsible Parties to which are attached the Demand Response Aggregators for which Retained Load-Reduction Schedules and/or Retained Shifted Load Schedules have been Notified.

During the Calendar Month M+1, the Balance Responsible Party to which the Demand Response Aggregator is attached for which Retained Load-Reduction Schedules and/or Retained Shifted Load Schedules have been Notified is informed of the value of the Retained Load-Reduction/Retained Shifted Load Schedules for the Demand Response Aggregator attached to its Balance Responsible Party Perimeter.

At the latest on the tenth Business Day of the M+2 Calendar Month, RTE Notifies the Balance Responsible Party attached to the Demand Response Aggregator of the value of the Achieved Load Reduction Time Series and the Achieved Shifted Load Time Series for the Demand Response Aggregator attached to its Balance Responsible Party Perimeter.

7.3.4 Information concerning Demand Response Aggregators

7.3.4.1 Transmitting information to the Demand Response Aggregator

At the latest on the fourth Business Day of the M+2 Calendar Month, RTE transmits to the Demand Response Aggregator for the Calendar Month M the Achieved Load Reduction Time Series and the Achieved Shifted Load Time Series for each Demand Response Entity making up its Load Reduction Perimeter, distinguishing, for each:

- the share associated with each Consumption Site on the corrected Model;
- the share associated with Consumption Sites on the contractual model;
- the share associated with each Fixed Scale for Consumption Sites on the regulated model.

7.3.4.2 Disputes regarding transmitted data

For each Calendar Month M, data transmitted by RTE in accordance with Article 7.3.4.1 may be challenged by the Demand Response Aggregator by means of a Notification within one (1) month of the transmission of such data. The dispute Notification must be accompanied by a supporting statement.

It is stated that the dispute of the data transmitted by RTE under the Article 7.3.4.1 has no suspensive effect. Accordingly, the provisions laid down in the Terms and Conditions will continue to have their effect.

Within two (2) months of the Notification of dispute, RTE shall examine the supporting argument and decide whether or not to regularise the data. It Notifies its decision to the Demand Response Aggregator by registered letter or electronic means with acknowledgement of receipt. This Notification is accompanied by a supporting statement.

In the event of a dispute over the final decision, the Demand Response Aggregator may apply the terms set out in Article 2.11.

7.3.5 Information for Electricity Suppliers

RTE sets up information flows for Electricity Suppliers described below for Profiled Demand Response Entities if at least three different Demand Response Aggregator Load Reduction Perimeters each

contain at least one Profiled Demand Response Entity. The same rule is applied to Remotely-Read Demand Response Entities.

At the latest on the tenth Business Day of the M+2 Calendar Month, RTE shall transmit to the Electricity Suppliers concerned by the NEBEF Terms and Conditions and having signed ANNEXE 8 – *Automatic invoicing mandate from the Electricity Supplier to RTE*, the volume of energy corresponding to the sum of the parts of the Achieved Load-Reduction Time Series and the Achieved Shifted Load Time Series attributed to the Electricity Supplier, distributed by Payment Model (Contractual and Regulated) and, for the Regulated Model, by Fixed Scale and by type of hour (Peak Hours, Off-Peak Hours).

For Remotely-Read Consumption Sites at the Corrected Model connected to the PTS, in application of Article R.271-8,1° of the French Energy Code, a mandate in accordance with Article C22 of Section 2 of the MA-RE Terms and Conditions is entered into between the BRP of the Consumption Site and RTE to ensure the transmission of data relating to the annual consumption volume of electricity to the Supplier(s) of the load reduced Consumption Site.

7.3.6 Information for Distribution System Operators

At the latest on the tenth Business Day of the M+2 Calendar Month, RTE shall transmit to each Distribution System Operator concerned by the NEBEF Terms and Conditions, the part of the Achieved Load-Reduction Time Series and the Achieved Shifted Load Time Series relating to the M Calendar Month and assigned to the Distribution System Operator.

7.4 Handling of deviations relating to Retained Load-Reduction Schedules

7.4.1 Deviation between the Retained Load-Reduction/Retained Shifted Load Schedules and the Achieved Load-Reduction/Achieved Shifted Load Time Series

7.4.1.1 NEBEF deviation

Up to "Date J" which will be Notified to the Market Participants, for each Half-Hourly Interval and for each Retained Load Reduction Schedule (respectively Retained Shifted Load Schedule), RTE calculates the deviation between this schedule Notified by RTE to the Demand Response Aggregator and the Achieved Load Reduction Times Series (respectively the Achieved Shifted Load Times Series) after the load reduction check described in Article 7.3.

This deviation, called the NEBEF Deviation, is defined as the difference between the Retained Load Reduction Schedule value (respectively the Retained Shifted Load Schedule) on the relevant Half-Hourly Interval, and the Achieved Load Reduction Time Series value (respectively the Achieved Shifted Load Time Series) on the same Half-Hourly Interval.

7.4.1.2 Demand Response Aggregator NEBEF Deviation

Up to "Date J" which will be Notified to the Market Participants, for each Half-Hourly Interval, and for each Demand Response Aggregator, RTE calculates a deviation corresponding to the absolute value of the sum of the NEBEF Deviations calculated on all the Retained Load-Reduction Schedules and the Retained Shifted Load Schedules.

This deviation, called the NEBEF Deviation, is equal to absolute value of the sum of the NEBEF Deviations on the relevant Half-Hourly Interval for all of the Retained Shifted Load Schedules and all of the Retained Shifted Load Schedules of the Demand Response Aggregator.

7.4.1.3 Demand Response Aggregator Monthly NEBEF Deviation

Up to "Date J" which will be Notified to the Market Participants, for each Calendar Month that has passed and for each Demand Response Aggregator, RTE calculates a deviation known as the Demand Response Aggregator Monthly NEBEF Deviation, expressed as a percentage, corresponding to the sum of the Demand Response Aggregator NEBEF Deviations for all the Half-Hourly Intervals of the Calendar Month that has passed, divided by the sum of the energies Notified by RTE to the Demand Response Aggregator in the Retained Load Reduction Schedules and the Retained Shifted Load Schedules for the past Calendar Month.

Up to "Date J" which will be Notified to the Market Participants, this deviation serves as a reference for determining the limitations described in Article 6.3.3.

Up to "Date J" which will be Notified to the Market Participants, RTE terminates the Participation Agreement of a Demand Response Aggregator whose Demand Response Aggregator Monthly NEBEF Deviation would be greater than fifty (50) percent for four (4) consecutive Calendar Months, as described in Article 3.3.2.

7.4.2 Deviation between the Declared Shifted Load Rate and the Achieved Shifted Load Time Series

For each Calendar Month and for each Demand Response Aggregator, RTE calculates an indicator representing the deviation between the theoretical Shifted Load volume, calculated on the basis of the Declared Shifted Load Rate associated with the Retained Load Reduction Schedules, and the Achieved Shifted Load Volume, calculated on the basis of the Achieved Load Reduction Time Series:

$$\text{Ecart Report (OE, Mois M)} = \frac{\sum_{\substack{EDE\ k \\ de\ l'OE}} \sum_{\substack{Jours\ I \\ du\ Mois\ M}} Abs\left[\left(\sum_{\substack{PDH\ j \\ du(des)\ jour(s)\ J}} \text{Chronique de Report Réalisé}_{EDE\ k,PDH\ j} - \left(\sum_{\substack{PDH\ i \\ du\ jour\ I}} \text{Chronique d'Effacement Réalisé}_{EDE\ k,PDH\ i} \times Taux\ Report\ Déclaré_{EDE\ k,Jour\ I}\right)\right)\right]}{\sum_{\substack{EDE\ k \\ de\ l'OE}} \sum_{\substack{PDH\ i \\ du\ jour\ I}} \text{Chronique d'Effacement Réalisé}_{EDE\ k,PDH\ i} \times Taux\ Report\ Déclaré_{EDE\ k,Jour\ I}}$$

Where:

- Day I of Month M: all of the days of the Month for which the Shifted Load Deviation indicator is calculated;
- Day(s) D: the Day(s) concerning the Declared Shifted Load Schedule(s) which refer to the DRE k and the load reduction Day I;
- $Taux\ Report\ Déclaré_{EDE\ k,Jour\ I}$ The Shifted Load Rate Declared by the Demand Response Aggregator at the Notification to RTE of the Declared Load Reduction Schedule for DRE k and Day I.
- Abs[x] the absolute value of the x value;
- Chronique de Report Réalisé = Achieved Shifted Load Time Series
- Chronique d'Effacement Réalisé = Achieved Load Reduction Time Series

If the value of the Shifted Load Deviation is greater than thirty percent (30%) in a Month M, RTE Notifies the Demand Response Aggregator. If the value of the Shifted Load Deviation is greater than thirty percent (30%) for more than two (2) Months over a six (6) Month period, RTE then Notifies the Demand Response Aggregator and the Shifted Load Schedules Declared by the Demand Response

Aggregator are no longer taken into account by RTE for a period of three (3) Months following this Notification.

8. QUALIFICATION OF DEMAND RESPONSE AGGREGATORS FOR THE PROFILED CONSUMER

8.1 Purposes of the qualification

The participation of Profiled Consumption Sites under the NEBEF Terms and Conditions, within the Load Reduction Perimeter of the Demand Response Aggregator, is conditioned on the possibility for RTE to carry out the control of the Retained Load-Reduction/Retained Shifted Load Schedules, in accordance with Article 7.

In accordance with Article R.271-6 of the French Energy Code, the data used for the certification of load reductions are generated from the metering devices of the Public Transmission or Distribution System Operators, when the technical characteristics of such data (time intervals, measurement accuracy, …) allow the reference curve to be established according to the methods described in Article 7.2.

When this condition is not met, Article R. 271-6 of the French Energy Code provides: *When such devices or the data resulting from them do not present the characteristics required for the precise evaluation of the load reduction volumes for the purpose of their certification in accordance with the provisions of Article R.271-5, data produced or collected by a Demand Response Aggregator or data derived from a statistical evaluation method validated by the public transmission system operator may be used.* The data provided by the Demand Response Aggregator can therefore be used if it allows the certification of the load reduction volumes.

The Notification made by the Distribution System Operator regarding the Load Reduction Perimeter for profiled Sites in accordance with Article 5.5.2.2 includes the origin of the data used for the certification of the load reduction volumes, excluding profiled Sites participating in the submetering experiment under Article 8.11: either the Demand Response Aggregator if it produces the data, or the Distribution System Operator.

For this purpose, any Demand Response Aggregator with at least one Profiled Consumption Site within its Load Reduction Perimeter whose Load Curve is established using data transmitted by the Demand Response Aggregator must have the status of Qualified Demand Response Aggregator for the Profiled Consumer, issued following a qualification procedure in accordance with the specifications of this article. Load curves transmitted by a Demand Response Aggregator who does not hold this status will not be taken into account for the certification of load reductions.

Qualification may refer to the entire chain of measurement, acquisition and processing of the data, or be focused on data acquisition and processing. In all cases, the qualification given to a Demand Response Aggregator specifies the qualified technical perimeter.

The Demand Response Aggregator, if it uses external parties, remains responsible for the entire data acquisition and processing system and must provide proof that its system meets the requirements of Article 8.10.

The qualification consists of an initial qualification procedure, then periodic qualification monitoring procedures and finally possibilities for further audits. They attest that the checks referred to in Article 8.10 have been carried out and that the chain of acquisition and processing of the measurement provides reliable data allowing the certification of the load reductions carried out.

For the purposes of Article 8, "the chain of acquisition and processing of the measurement" shall consist of the equipment and systems implemented for the acquisition and processing of data. It includes central information systems, communication interfaces, measurement systems.

Compliance with the provisions of Article 8 does not exempt the Demand Response Aggregator from complying with all provisions (legal and regulatory, national and community) applicable to its equipment and installation located at the end consumer's premises.

8.2 General rules applicable to the initial qualification procedure and to its follow-up

This Article defines the general rules applicable to the qualification procedure for the initial assignment and monitoring of the status of Qualified Demand Response Aggregator for the Profiled Consumer. It sets out the respective obligations of RTE, of the Demand Response Aggregator applying or holding the status of Qualified Demand Response Aggregator for the Profiled Consumer, or of any other body involved in the qualification procedure.

Any market participant wishing to benefit from the status of Qualified Demand Response Aggregator for the Profiled Consumer must already be a Demand Response Aggregator in accordance with Article 3.1.1.

Obtaining Technical Approval as described in Article 4 is not a required prerequisite to be a candidate for obtaining the status of a Qualified Demand Response Aggregator for the Profiled Consumer. The Demand Response Aggregator can therefore request Technical Approval and Qualification for the profiled consumer simultaneously.

Pursuant to Article 2.9, RTE reserves the right to request a translation into French, at the cost of the Demand Response Aggregator, of all or part of the documentation in the file submitted.

RTE shall be responsible for the qualification procedure and shall grant the status of Qualified Demand Response Aggregator for the Profiled Consumer, if the latter complies with the provisions laid down in Article 8.10.

RTE shall ensure that the tasks are carried out correctly by the various bodies involved in the qualification procedure.

The qualification process involves three steps:

- admission to the qualification procedure;
- completion of initial, follow-up and additional audits;
- decision making.

RTE is responsible for the issuance, refusal, withdrawal or suspension of the status of a Qualified Demand Response Aggregator for the Profiled Consumer.

8.2.1 Examination of the file

RTE is in charge of examining the file and, as such, sets up an internal system to ensure the examination of the Demand Response Aggregator’s file.

RTE is responsible for the implementation of the qualification procedure allowing, where relevant, to assign the status of Qualified Demand Response Aggregator for the Profiled Consumer.

8.2.2 Audit

The checks provided for under the procedure for the qualification of the Demand Response Aggregator shall be carried out by a group of auditors, bound by the duty of confidentiality.

The auditors shall provide sufficient guarantees of independence from any market participant acting directly or indirectly on the demand response market.

As part of their mission, they have the right to look into any Demand Response Aggregator who has requested to benefit from the status of Qualified Demand Response Aggregator for the Profiled Consumer or any Demand Response Aggregator Qualified for the Profiled Consumer.

RTE may decide to outsource the auditing. In this case, RTE retains the responsibility for carrying out these audits.

8.2.3 Use of the status of Qualified Demand Response Aggregator for the Profiled Consumer

In accordance with Article 12.3, the list of Qualified Demand Response Aggregators for the Profiled Consumer is published on the www.services-rte.com website and updated monthly.

Any Qualified Demand Response Aggregator for the Profiled Consumer may refer to the status of Qualified Demand Response Aggregator for the Profiled Consumer for carrying out load reductions at Profiled Consumption Sites, subject to compliance with the provisions laid down in the reference described in Article 8.10.

8.3 Initial qualification procedure

The initial qualification procedure is applied to any Demand Response Aggregator who does not have the status of Qualified Demand Response Aggregator for the Profiled Consumer at the date on which it Notifies the qualification request.

8.3.1 Admission to the initial qualification procedure

The Demand Response Aggregator Notifies RTE of its request for admission to the initial qualification procedure by sending the completed *0.*

The Demand Response Aggregator's request must be accompanied by a technical qualification file for the profiled consumer containing all the parts mentioned in Article 8.10, and the postal code of the physical address and the identification reference, as defined in Article 5.2.2.3.2.1, of each of the Profiled Consumption Sites making up the Demand Response Aggregator's Load Reduction Perimeter.

RTE acknowledges receipt of the request and the attached file. If the file is not complete, RTE informs the Demand Response Aggregator by email requesting it provide the missing elements. RTE informs the Demand Response Aggregator by email once the file is complete.

RTE starts examining the qualification application as soon as the technical qualification file is declared complete and the Demand Response Aggregator has made the payment relating to the advance invoice issued in accordance with Article 11.1.2. RTE informs the Demand Response Aggregator by email of the start date of the qualification request.

8.3.2 Initial qualification audit

During the initial qualification audit, RTE ensures:

- that the means of the Demand Response Aggregator are compliant with its declarations;
- compliance by the Demand Response Aggregator with the requirements described in Article 8.10.

The initial audit is carried out on the premises of the Demand Response Aggregator, in situ at the Profiled Consumption Sites and, where applicable, at the premises of the subcontractors.

The initial audit is intended to examine the documents provided by the Demand Response Aggregator and to verify the existence and implementation of the systems to meet the requirements described in Article 8.10.

A full verification of the chain of acquisition and processing of the measurement is done by sampling.

From the Load Reduction Perimeter declared or considered by the Demand Response Aggregator, RTE chooses twenty (20) Profiled Consumption Sites that will be subject to an on-site examination and Notifies the Demand Response Aggregator of this audit perimeter.

The Demand Response Aggregator organises the audits to be carried out at the selected Consumption Sites within thirty (30) Business Days following the date of Notification by RTE of the audit perimeter. The Demand Response Aggregator must obtain from them the authorisations allowing the audit to be carried out on the premises and on the Consumption Site's installations, communicate to RTE the full physical addresses of each of the selected Consumption Sites, carry out the access requests for auditors mandated by RTE, and provide auditors with dates and time slots for conducting audits.

If it is not possible to conduct the audit, the Demand Response Aggregator must provide RTE with a written argument justifying why it is not possible to conduct the audit. RTE examines this argument and determines whether the selection of the Profiled Consumption Site in question is maintained.

After the audit has been carried out, RTE presents a summary of the findings made and provides the Demand Response Aggregator, where relevant, with a document detailing the non-conformities noted during the audit. From the date of receipt of this document, the latter has ten (10) Business Days to send RTE, for each non-compliance issue identified, the remedial actions put in place or envisaged, along with an implementation period.

Within twenty (20) Business Days from the date of receipt of the remedial actions, RTE analyses the corrective actions and then writes the corresponding audit report, which it Notifies to the Demand Response Aggregator.

From the date of receipt of the audit report, the Demand Response Aggregator has five (5) Business Days to submit any comments to RTE.

8.3.3 RTE Decision

After examining the information contained in the application file, the initial audit report and any comments from the Demand Response Aggregator, RTE decides on:

- assigning the status of Qualified Demand Response Aggregator for the Profiled Consumer in the absence of any major non-conformity
- whether to refuse to grant the status of Qualified Demand Response Aggregator for the Profiled Consumer.

The decision taken by RTE is Notified to the Demand Response Aggregator and includes a statement of reasons.

The Demand Response Aggregator may challenge the decision taken in accordance with the provisions set out in Article 2.11.

The status of Qualified Demand Response Aggregator for the Profiled Consumer delivered at the end of the initial qualification audit is assigned for a period of two (2) years. However, it may be withdrawn in the cases provided for in Article 8.6, following the completion of an additional audit which is found to be non-compliant.

8.4 Qualification monitoring procedure

The qualification monitoring procedure is applied to any Demand Response Aggregator who already has the status of Qualified Demand Response Aggregator for the Profiled Consumer at the date it Notified the qualification request, and wishing to extend the benefits of this status.

8.4.1 Admission to the qualification monitoring procedure

The procedures for admission to the qualification monitoring procedure are identical to those of the initial qualification procedure, as described in Article 8.3.1. In the case of a qualification monitoring procedure, the Demand Response Aggregator specifies, in the qualification technical file, any developments in the acquisition and processing chain of the measurement implemented since the last audit.

8.4.2 Qualification follow-up audit

The follow-up audit shall be carried out in accordance with the same procedure as the initial audit described in Article 8.3.2.

8.4.3 RTE Decision

After examining the report of the follow-up audit and any comments from the Qualified Demand Response Aggregator for the Profiled Consumer, RTE decides:

- to proceed with the renewal of the status of Qualified Demand Response Aggregator for the Profiled Consumer for a period of three (3) years if no "major non-compliance" is detected, and one (1) year if at least one "major non-compliance" is detected;
- and/or sanction, in accordance with Article 8.6.

RTE Notifies the Demand Response Aggregator of the Demand Response Aggregator's renewal or sanction decision, including a statement of reasons.

The Demand Response Aggregator may challenge the decision taken in accordance with the provisions set out in Article 2.11.

8.5 Additional Audits

Additional audits may be carried out during the initial period and the qualification monitoring periods, at the request of RTE, when it considers it necessary because of information brought to its knowledge (disputes, claims, challenges, etc.), in particular by the CRE. RTE defines the scope of the additional audit, which may cover all or part of the requirements of the qualification reference. Additional audits may lead to the removal of the Demand Response Aggregator's qualification.

For these additional audits, the arrangements defined in Article 8.4 shall apply over the fixed perimeter.

In the context of these additional audits, and when the acquisition and processing chain of the measurement uses information from the Metering Installations of Distribution System Operators, RTE may request from the Distribution System Operator of the Consumption Sites the volumes of energy consumed by these Consumption Sites between two index readings.

8.6 Sanctions

Depending on the severity and frequency of the non-conformities found, the Qualified Demand Response Aggregator for the Profiled Consumer is subject to one of the penalties defined below.

8.6.1 Simple warning

RTE sends a warning by registered letter or electronic means with acknowledgement of receipt. This warning is accompanied by an official notice to cease the minor non-compliance(s) found by RTE.

Within ten (10) Business Days from the date of receipt of the warning, the Qualified Demand Response Aggregator for the Profiled Consumer shall specify to RTE, by registered letter or electronic means with acknowledgement of receipt, the measures taken to lift the minor non-conformity(ies) and their date of implementation, which must not exceed three (3) Calendar Months.

The Demand Response Aggregator Qualified for the Profiled Consumer shall inform RTE by registered letter or email with acknowledgement of receipt, as soon as the provisions are effectively implemented.

RTE examines these new provisions during the follow-up audit.

This simple warning does not affect the granting of the status of Qualified Demand Response Aggregator for the Profiled Consumer

8.6.2 Warning accompanied by new checks

RTE sends a warning by registered letter or electronic means with acknowledgement of receipt. This warning is sent along with an official notice to cease the non-compliance(s) found by RTE. This warning is accompanied by new checks, carried out by RTE.

Within ten (10) Business Days from the date of receipt of the warning, the Qualified Demand Response Aggregator for the Profiled Consumer shall specify to RTE, by registered letter or electronic means with acknowledgement of receipt, the measures taken to lift the minor non-conformity(ies) and their date of implementation, which must not exceed three (3) Calendar Months.

The Demand Response Aggregator Qualified for the Profiled Consumer shall inform RTE by registered letter or electronic means with acknowledgement of receipt, as soon as the provisions are effectively implemented.

A check of these new provisions is carried out by RTE, in accordance with the arrangements laid down in Article 8.4.2, in order to ensure their effectiveness.

This warning accompanied by new checks does not affect the granting of the status of Qualified Demand Response Aggregator for the Profiled Consumer.

If the additional checks prove that the non-conformities remain, one of the penalties indicated in the following articles shall be applied.

8.6.3 Warning prior to withdrawal of qualification

This is a warning for the withdrawal of the status of Qualified Demand Response Aggregator for the Profiled Consumer accompanied by new physical checks.

This warning occurs when the warnings in the preceding articles have not been heeded by the Qualified Demand Response Aggregator for the Profiled Consumer, or when the measures taken have not lifted the non-conformities.

RTE sends a warning by registered letter or electronic means with acknowledgement of receipt. This warning is accompanied by an official notice to cease the non-compliance(s) found.

Within ten (10) Business Days from the date of receipt of the warning, the Qualified Demand Response Aggregator for the Profiled Consumer shall specify to RTE, by registered letter or electronic

means with acknowledgement of receipt, the measures taken to lift the minor non-conformity(ies) and their date of implementation, which must not exceed three (3) Calendar Months.

The Demand Response Aggregator Qualified for the Profiled Consumer shall inform RTE by registered letter or electronic means with acknowledgement of receipt, as soon as the provisions are effectively implemented.

A check of these new provisions is carried out by RTE, in accordance with the arrangements laid down in Article 8.4, in order to ensure their effectiveness.

8.6.4 Withdrawal of the qualification

RTE sends a prior warning to withdrawal of the qualification by registered letter or electronic means with acknowledgement of receipt. This warning is accompanied by an official notice to cease the non-compliance(s) found within fifteen (15) Business Days.

If at the end of the fifteen (15) Business Day period, the non-conformities have not been lifted by the Demand Response Aggregator, RTE shall withdraw the latter's qualification.

RTE Notifies by registered letter or electronic means with acknowledgement of receipt of its decision of withdrawal of the status of Demand Response Aggregator. The withdrawal penalty is enforceable upon notification.

The Demand Response Aggregator is removed from the list of Demand Response Aggregators Qualified for the Profiled Consumer

From the date of Notification of the decision to withdraw the qualification, the Demand Response Aggregator must:

- cease to use the status of Qualified Demand Response Aggregator for the Profiled Consumer;
- take all measures within one (1) Month to eliminate the mention of the status of Qualified Demand Response Aggregator for the Profiled Consumer, from its business and technical documents, its advertising and any document whatsoever. When it is an announcement or an insert published in a document with periodic release, the Demand Response Aggregator must immediately take measures to ensure they are deleted the next time the document is released.

The Demand Response Aggregator informs its clients of the withdrawal of its status as Qualified Demand Response Aggregator for the Profiled Consumer.

The Demand Response Aggregator may only send a new qualification request of a Qualified Demand Response Aggregator for the Profiled Consumer after having respected a period of three (3) Calendar Months from the date of Notification of the penalty for withdrawal of the qualification.

The rules for admission to the initial qualification procedure for the Profiled Consumer are then applicable.

8.6.5 Handling of disputes

8.6.5.1 Dispute following refusal to allocate, warning

The Demand Response Aggregator can challenge a decision concerning:

- refusal to grant the qualification,
- simple warning,

- warning accompanied by new checks,
- warning prior to withdrawal of qualification,

The dispute must be Notified to RTE within a time limit of ten (10) Business Days from the date of receipt of the Notification of the decision or warning and include a supporting statement.

RTE examines the supporting argument and decides whether or not to maintain its decision or warning. It Notifies its decision to the Demand Response Aggregator by registered letter or electronic means with acknowledgement of receipt. This Notification is accompanied by a supporting statement.

In the event of a dispute over the final decision, the Demand Response Aggregator applies the terms set out in Article 2.11

8.6.5.2 Dispute following withdrawal of qualification

The Demand Response Aggregator can challenge a decision to withdraw its qualification.

The challenge to the decision to withdraw the qualification of a Qualified Demand Response Aggregator for the Profiled Consumer is not suspensive.

The dispute must be Notified to RTE within a time limit of ten (10) Business Days from the date of receipt of the Notification of the decision and include a supporting statement

RTE examines the supporting argument and decides whether or not to maintain its decision. It Notifies its decision to the Demand Response Aggregator by registered letter or electronic means with acknowledgement of receipt. This Notification is accompanied by a supporting statement.

In the event of a dispute over the final decision, the Demand Response Aggregator may apply the terms set out in Article 2.11.

8.7 Voluntary withdrawal from the status of Qualified Demand Response Aggregator for the Profiled Consumer

The Qualified Demand Response Aggregator for the Profiled Consumer may request the voluntary withdrawal of its certificate.

It Notifies RTE by registered letter or electronic means with acknowledgement of receipt of its decision to withdraw. This Notification specifies the effective date of withdrawal of the qualification.

Such a Notification shall have the same effect as a withdrawal of the qualification pronounced following a sanction, as described in Article 8.6.4.

8.8 Transfer of qualification

In order for the status of Qualified Demand Response Aggregator for the Profiled customer to be transferred or assigned to a third party, the latter must provide evidence of the transfer of all shares (particularly in the context of a universal transfer of shares), whether physical or software, from the conceding Demand Response Aggregator, allowing compliance with the commitments referred to in Article 8.10.

To do this, the Demand Response Aggregator must submit a request for transfer of the qualification including all the elements justifying this take over.

RTE will review the request within (1) month of receipt of the request. RTE may either accept the request to transfer the qualification or reject the request.

If the request to transfer the qualification is accepted, the Demand Response Aggregator becomes the holder of the qualification for the remaining duration of the qualification.

In the event that the request for transfer of qualification is rejected, the Demand Response Aggregator may submit an initial request for qualification under the conditions laid down in Article 8.3.

8.9 Financing of the qualification procedure

The qualification procedure generates costs relating to the carrying out of initial, follow-up and additional audits.

For initial and follow-up audits, the fees are charged to the Demand Response Aggregator.

For additional audits, the fees are charged to the Demand Response Aggregator with a limit of one audit per year. After that, the fee is:

- charged to the Demand Response Aggregator if the additional audit reveals any non-compliance;
- charged to RTE if the additional audit does not reveal any non-compliance.

The set of rules for payment are determined in Article 11.

8.10 Service delivery

8.10.1 Service commitments to be met

Service commitments, grouped into five major commitments, are listed in the table below. For each commitment undertaken, the means to implement to meet them and the articles corresponding to this reference are specified.

COMMITMENTS Details of each commitment	**CORRESPONDING ARTICLES**
1 – TECHNICAL AND CONTRACTUAL IDENTIFICATION	
1.1 To be able to uniquely identify each component of the chain of acquisition and processing of the measure	8.10.3.1
1.2 To be able to manage contractual identifiers and their matches with the technical identifiers of the equipment	8.10.3.2
2– TIMESTAMP AND SYNCHRONISATION	
2.1 To have a timestamp and synchronisation for the chain of acquisition and processing of the measure	8.10.4
3 – ACQUISITION AND PROCESSING SYSTEM	
3.1 Have documented the chain of acquisition and processing of the measure	8.10.5.1
3.2 Have documented the functional description of the equipment in the chain of acquisition and processing of the measure	8.10.5.2

COMMITMENTS Details of each commitment	CORRESPONDING ARTICLES
3.3 Have correct measuring devices	8.10.5.3
3.4 Store and transmit to RTE the uncorrected data from measuring devices or Metering Installations operated by Distribution System Operators	8.10.5.4
3.5 Measure all load reduced usages when the Distribution System Operator's Metering Installation is not used to acquire the measurement	8.10.5.5
4 – COMMISSIONING AND MAINTENANCE	
4.1 Carry out a formalised functional verification of the new equipment integrated in the chain of acquisition and processing of the measurement	8.10.6.1
4.2 Metrological verification	8.10.6.2
5 - ORGANISATION AND CONTINUOUS IMPROVEMENT	
5.1 Document the set of rules and organisation to identify, record and address issues of non-compliance	8.10.7
5.2 Document the set of rules and organisation ensuring the quality of the services	8.10.8

8.10.2 Service delivery management

The purpose of this Article is to specify the means to be implemented to meet the commitments listed in the preceding table.

The various paragraphs below describe the obligations in terms of means or results which must be complied with by the Demand Response Aggregator wishing to obtain the status of a Qualified Demand Response Aggregator for the Profiled Consumer.

8.10.3 Technical and contractual identification of the chain of acquisition and processing of the measurement

8.10.3.1 Reference technical identification system

The Demand Response Aggregator defines and implements a reference identification system for the technical equipment, to uniquely identify each component of its chain of acquisition and processing of the measurement.

The initial audit verifies the existence of a reference documentation of the unique identification rules for technical equipment and its effective implementation.

The follow-up audit shall ensure the continuity of the provisions checked during the initial audit and ensure the effective implementation of the reference documentation of the rules for the identification of equipment in the chain of acquisition and processing of the measurement.

8.10.3.2 Contract ID management system

The Demand Response Aggregator sets up a system for managing contract identifiers (Demand Response Entity, Profiled Consumption Sites, Agreements for transmission system access contract

holders) and relationships with technical identifiers, its chain of acquisition and measurement processing.

This management system allows the identification of the whole technical and contractual arrangement, acquisition chain and the processing of the operational measurement.

The initial audit verifies the existence and implementation of a system for the management of contract identifications and associated technical identifications.

The follow-up audit or additional audit ensure the continuity of the provisions checked during the initial audit and ensure the effective implementation of the management system of the rules for the identification of equipment in the chain of acquisition and processing of the measurement.

8.10.4 Timestamp and synchronisation

The chain of acquisition and processing of the measurement, set up by the Demand Response Aggregator, has an accurate and consistent timestamp. The accuracy and drift of the clocks used for the timestamp are defined in the French (and European) standard NF EN 62 054 of April 2006. The legal time is used as the reference time.

To the extent that they do not provide a larger deviation than that defined by standardisation, all synchronisation systems can be used: synchronisation systems by radio frequency (FI, DCF77 or GPS) or by centralised remote control musical frequency "TCFM" (CPL)…

The initial audit allows the documentary verification of the existence and implementation of a timestamp system of the chain of acquisition and processing of the measurement.

The follow-up audit or additional audit ensure the continuity of the provisions checked during the initial audit and ensure the effective implementation of the timestamp system on the chain of acquisition and processing of the measurement.

8.10.5 Acquisition and processing system

8.10.5.1 Documentation of the chain of acquisition and processing

The chain of acquisition and processing of the measurement is documented by the Demand Response Aggregator. This specifies:

- the technical design implemented,
- the main functions associated with each component of the system.

During the initial audit, the follow-up audit or additional audit, the existence of a documentation describing the technical and functional design of the chain of acquisition and processing will be verified.

8.10.5.2 Detailed functional description

The detailed functional description of the equipment in the chain of acquisition and processing of the measurement is documented by the Demand Response Aggregator. The functionalities of this chain are outlined.

In the system design or significant evolution phase:

- each item of equipment performing functions individually undergoes a “primitive” functional audit by the Demand Response Aggregator to ensure that it meets the requirements associated with its function;

- then, the entire acquisition and processing chain of the measurement undergoes a "primitive" functional audit by the Demand Response Aggregator to ensure that it meets the requirements of its function overall;

The initial audit will verify the existence of documentation describing the functions of the equipment of the acquisition and processing chain of the measure, and verify that the results of the "primitive" functional tests are performed, documented and positive.

The follow-up audit or additional audit will ensure the continuity of the provisions checked during the initial audit and ensure that in the case of material or functional developments, the provisions of the initial audit are applied to these new elements.

8.10.5.3 Conformity of measuring devices

This requirement is applicable only to the measuring devices of the Demand Response Aggregator. When the Demand Response Aggregator acquires the measurement from the System Operator's Metering Installations, this requirement is not applicable.

8.10.5.3.1 Measuring devices falling within the scope of the standard NF EN 62-053

When the Demand Response Aggregator uses its own measuring devices and these devices fall within the scope of the NF EN 62 053 standard, they must meet the metrological requirements of that standard.

It is recommended, but not required, that the Demand Response Aggregator ensure that its measuring device meets CLC/TR 50579:2012.

During the initial audit, the follow-up audit or additional audit, the existence of a documentation attesting to the implementation of NF EN 62 053 standard metrological requirements will be verified.

8.10.5.3.2 Measurement devices which do not fall within the scope of the NF EN 62-053 standard

When the Demand Response Aggregator uses its own devices to measure the consumption of the Consumption Sites and these devices do not fall within the scope of the NF EN 62 053 standard, a specific test protocol may be performed, at the request of the Demand Response Aggregator, in order to verify that the data transmitted by the latter for the certification of load reductions meet metrological requirements at least equivalent to those of the NF EN 62 053 standard.

The test protocol run to verify this requirement is described in 8.10.9.

If the result of the test protocol is positive, the data transmitted by the Demand Response Aggregator is deemed to comply with the metrological requirements of the standard, and the compliance requirement of the Demand Response Aggregator's measuring system is satisfied.

The test protocol may be applied as part of an initial audit, a follow-up audit or an additional audit.

8.10.5.4 No data correction

The acquisition and processing chain of the measurement, set up by the Demand Response Aggregator, must not make any corrections to the data from the measuring devices or Metering Installations of the Distribution System Operators.

During the initial audit, follow-up audit or additional audit, failure analyses may be carried out on one or more items of measuring equipment to ensure that the acquisition and processing chain of the measurement does not make any data corrections, whether manual or automatic.

8.10.5.5 Perimeter of the measurement

When the Demand Response Aggregator does not use the Metering Installation of the Distribution System Operators to acquire the measurement, the measuring device of the Demand Response Aggregator must measure the consumption of all load reduced usages.

8.10.6 Commissioning, maintenance

8.10.6.1 Functional verification

The Demand Response Aggregator defines and implements a formalised functional verification, when integrating new equipment (new site, replacement of defective equipment..), in order to ensure that they are correctly integrated (identification, configuration…) into the measurement acquisition and processing chain.

The initial audit verifies the existence of adequate documentation and proper implementation in the chain of acquisition and processing of the measurement.

The follow-up audit or additional audit ensure the continuity of the provisions checked during the initial audit and ensure the effective implementation of this documentation in the chain of acquisition and processing of the measurement.

8.10.6.2 Metrological verification

The Demand Response Aggregator defines and implements a system to ensure that its measuring equipment complies with the metering order of 1 August 2013 relating to active energy meters, which includes the requirements for initial verification, in-service checks, periodic verification.

The initial, follow-up or additional audit shall verify the existence of records attesting to the conformity of its measuring equipment with the provisions of the metering decree of 1 August 2013 relating to active energy meters.

8.10.7 Non-conformities of the Demand Response Aggregator's device

The Demand Response Aggregator must take actions to eliminate the causes of non-compliance in order to prevent these non-conformities from recurring. Corrective actions should be adapted to the effects of the non-conformities encountered.

During the initial, follow-up or additional audit, non-conformities identified and actions taken are examined.

8.10.8 Organisation of the Demand Response Aggregator

The Demand Response Aggregator shall document and implement a system defining the arrangements made to ensure the quality of the services covered by the status of Qualified Demand Response Aggregator for the Profiled Consumer and to provide proof of compliance with the requirements of this reference.

The Demand Response Aggregator retains the information for a period of five (5) years.

At the time of the initial audit, the existence and implementation of documentation describing the system for demonstrating compliance with the requirements of this reference shall be verified.

The follow-up audit or additional audit ensures the continuity of the provisions checked during the initial audit and ensure the effective implementation of the system demonstrating compliance with the requirements this reference.

8.10.9 Test protocol for devices outside the scope of the NF EN 62 053 standard

8.10.9.1 Principle of the test protocol

This test protocol is based on an experimental estimate of the relative error of measurement of the measuring devices used by the Demand Response Aggregator. It is performed on a sample of sites equipped with the measuring device for which conformity is assessed. It aims to estimate the relative error of measurement of the Demand Response Aggregator's devices, by comparing the measurements from these devices with the measurements from the Metering Installations of the Distribution System Operators, used as reference values.

8.10.9.2 Test sample

The test sample means the subset of the Consumption Sites within the Demand Response Aggregator's perimeter equipped with a measuring device that does not fall within the scope of the standard, and from which the compliance of the measurements with the metrological requirements is assessed under this protocol.

The minimum strength of the test sample is determined from the sampling plan applicable in "normal" statistical control as defined in Annex 7 of the Order of August 1, 2013 relating to active electrical energy meters, depending on the total strength of the fleet equipped with the measuring devices concerned by the protocol.

A Consumption Site is eligible for the test sample if it is equipped with the Demand Response Aggregator's measuring device for which compliance is assessed and if the Distribution System Operator is able to provide a 10-Minute Interval Load Curve of the consumption of the site. If the number of eligible Consumption Sites is greater than the minimum sample size, then the test sample is composed of a number of sites equal to the minimum sample size, selected by RTE. If the number of eligible Consumption Sites is less than or equal to the minimum sample size, then the test sample is composed of all eligible sites.

The test sample must consist of a minimum of ten (10) sites for the test protocol to run.

8.10.9.3 Test period

The test period refers to the time range over which data from the DSO's metering devices and data from the Demand Response Aggregator's measuring devices are compared to assess compliance with metrological requirements.

The duration of the test period is set at 7 days. The test period is determined by RTE.

The test protocol does not require any load reductions to be performed at the sample sites during the test period.

8.10.9.4 Data exchanges as part of the test protocol

The Demand Response Aggregator shall, when requesting the execution of this protocol, inform RTE of the list of Consumption Sites for which the measuring device does not fall within the scope of the NF EN 62053 standard, by identifying these Consumption Sites by their reference as defined in 5.2.2.3.2.

The Demand Response Aggregator informs the Distribution System Operators of the list of the Consumption Sites connected to their network and affected by the test protocol, identified by their reference as defined in 5.2.2.3.2, as well as the test period considered.

Distribution System Operators send RTE the list of Consumption Sites equipped with meters allowing the acquisition, over the test period, of a 10-Minute Interval Consumption Load Curve, as well as the accuracy class of these meters.

RTE selects the Consumption Sites that make up the test sample, in accordance with the criteria mentioned in 8.10.9.2, and informs the Distribution System Operators of the Consumption Sites that make up the sample.

Within twenty (20) Business Days after the end of the test period, each Distribution System Operator shall transmit to RTE the 10-Minute Interval Consumption Curve of the Consumption Sites composing the test sample and connected to their network.

From a date notified by RTE to the Demand Response Aggregator, the Demand Response Aggregator shall transmit to RTE the 10-Minute Interval Load Curves generated from the measuring devices concerned by the protocol, for all sample sites, in the format defined in the applicable NEBEF IS Terms and Conditions. The load curves of one week W, corresponding to the period between Saturday 00:00 and Friday 24:00, shall be transmitted to RTE no later than Tuesday of week W+1.

8.10.9.5 Assessment of data compliance with metrological requirements of the NF EN 62053 standard

8.10.9.5.1 Estimation of the relative error of measurement of the Demand Response Aggregator's device

The relative error of measurement of each device belonging to the test sample is estimated by its variance ${\sigma^2}_{OE,S}$, calculated as follows:

$$ {\sigma^2}_{OE,S} = \frac{Var(P_{GRD,S} - P_{OE,S})}{\widehat{Var}(C_{OE,S}) + E(P_{OE,S})^2} - {\sigma^2}_{GRD,S} $$

with

$$ \widehat{Var}(C_{OE,S}) = \frac{Var(P_{GRD,S}) - E(P_{GRD,S})^2 . {\sigma^2}_{GRD,S}}{1 + {\sigma^2}_{GRD,S}} $$

Where:

- ${\sigma^2}_{OE,S}$ refers to the variance of the relative error of measurement of the Demand Response Aggregator's measuring device on the site S.
- $P_{OE,S}$ refers to the consumption curve measured by the Demand Response Aggregator's measuring device at site S during the test period.
- ${\sigma^2}_{GRD,S}$ refers to the variance of the relative error of measurement of the Distribution System Operator's metering device at site S, determined from the DSO's meter class.
- $P_{GRD,S}$ refers to the consumption measured by the Distribution System Operator's metering device at site S during the test period.
- Var refers to the variance of a measurement, calculated over the entire test period
- E refers to the expectation of a measurement, calculated over the entire test period

The data from the Demand Response Aggregator's measurement device on site S meets the metrological requirements of the standard if $\sigma_{OE,S} \leq 0.01$, a criterion for a relative error of measurement of less than 2% with a confidence interval of 95%.

8.10.9.5.2 Result of the conformity assessment on the level of the site

If the test sample consists of a number of sites equal to the minimum sample size, then the measuring device evaluated is considered to comply with the requirements if the number of devices in the sample that do not meet the admissibility criterion is less than or equal to the criteria of acceptance defined for the sample in the sampling plan.

If the test sample consists of fewer sites than the minimum sample size, then the measuring device evaluated is considered to comply with the requirements if the number of devices in the sample that do not meet the admissibility criterion is less than or equal to 10% of the test sample size.

8.10.9.6 Conformity assessment at the scale of an aggregate of sites

If the conformity assessment at the scale of the site does not provide a positive result, the conformity is assessed on the scale of the test sample.

The relative error of the measurement at the test sample scale is estimated by its variance ${\sigma_{OE,\Sigma S}}^2$, calculated in the same way as the variance at the scale of the site, replacing the variables at the site scale with the following variables at the aggregate of sites scale making up the sample:

- ${\sigma^2}_{OE,\Sigma S}$ refers to the variance of the relative error of the sum of the measurements taken from the Demand Response Aggregator's device, over all the sites in the test sample.
- $P_{OE,\Sigma S}$ refers to the sum of the consumption curves measured by the Demand Response Aggregator's measuring device over all of the sites of the test sample, during the test period.
- ${\sigma^2}_{GRD,\Sigma S}$ refers to the variance of the relative error of the sum of the measurements from the Distribution System Operator's metering device, over all sites in the test sample.
- $P_{GRD,\Sigma S}$ refers to the sum of the consumption curves measured by the Distribution System Operator's metering device over all of the sites of the test sample, during the test period.

If $\sigma_{OE,\Sigma S} \leq 0.01$, data from the Demand Response Aggregator's measuring devices are declared to be compliant with the metrological requirements on the scale of an aggregate of sites with a size greater than or equal to the number of sites in the test sample.

If $\sigma_{OE,\Sigma S} > 0.01$, the data from the Demand Response Aggregator's measuring devices are declared to be compliant with the metrological requirements on the scale of an aggregate of sites with a size greater than or equal to $10^4 \times n \times {\sigma^2}_{OE,\Sigma S}$, where n is the number of sites in the test sample.

When the data from the Demand Response Aggregator's measuring devices are declared compliant with the scale of an aggregate, the qualification shall be granted with a condition stating that the data from these devices are valid only on condition that the number of Consumption Sites equipped with the Demand Response Aggregator's measuring devices attached to a DRE or a BE is greater than the number of the aggregate of Sites for which the measuring device has been declared compliant.

8.10.9.7 In-service controls

Throughout the validity of the qualification issued at the end of this protocol, RTE may implement controls to verify the maintenance of the metrological requirements of the Demand Response Aggregator's measuring devices.

RTE may implement the checks defined in this protocol for the conformity assessment of measuring devices, at least once during the first six (6) months of validity of the qualification and then once in a twelve (12) month period.

The Demand Response Aggregator is not informed beforehand of the implementation of these controls.

The limitations associated with the qualification shall be reassessed, where appropriate, following these checks.

8.11 Participation in the submetering experiment

In order to participate in the submetering experiment in accordance with Article 2.3.5, a Demand Response Aggregator who holds the status of Qualified Demand Response Aggregator for the Profiled Consumer must apply for participation by sending *the completed Annex 10*.

The request of the Demand Response Aggregator must be accompanied by a proof of the relevance of the use of submetering for the Profiled Consumption Sites participating in the experiment, within the meaning of Article R.271-6 of the French Energy Code, indicating precisely the contribution of this system in the certification of load reductions.

The participation request is examined to verify the justification for the relevance of submetering.

After examination of the information attached to the application for participation, RTE decides on:

- whether to approve participation in the submetering experiment for a Demand Response Aggregator which previously held the status of Qualified Demand Response Aggregator for the Profiled Consumer;
- whether to reject the Demand Response Aggregator's participation in the submetering experiment. This decision does not affect the status of Qualified Demand Response Aggregator for the Profiled Consumer of the Demand Response Aggregator.

The decision taken by RTE shall be Notified to the Demand Response Aggregator and shall include a statement of reasons.

The Demand Response Aggregator may challenge the decision taken in accordance with the provisions set out in Article 2.11.

The Demand Response Aggregator does not incur any charges for submitting a request for the participation.

9. QUALIFICATIONS FOR THE SUBMETERING EXPERIMENT FOR REMOTELY-READ CONSUMPTION SITES

As indicated in Article 2.3.5 of these Terms and Conditions, the Demand Response Aggregator is authorised on an experimental basis to take into account submetering data for the certification of the load reduction volumes of Remotely-Read Consumption Sites if the DRA requests it and if it complies with the conditions specified in this Article.

This experiment is part of Article R.271-6 of the French Energy Code referred to in Article 8.

Two qualifications are required:

- A qualification of the Demand Response Aggregator for submetering on the data acquisition and processing chain;
- A qualification of the Consumption Site on the relevance of the submetering and the chain of measurement put in place.

9.1 Qualification of the Demand Response Aggregator for submetering

9.1.1 Purposes of the qualification of the Demand Response Aggregator for submetering

Any Demand Response Aggregator with at least one Remotely-Read Consumption Site within its Load Reduction Perimeter whose Load Curve is established using data transmitted by the Demand Response Aggregator must have the status of Qualified Demand Response Aggregator for the submetering experiment, issued following a qualification procedure in accordance with the specifications of this article.

The Demand Response Aggregator, if it uses subcontractors, remains responsible for the entire data acquisition and processing system and must provide proof that its system meets the requirements of Article 9.1.9.

For the purposes of the experiment the Demand Response Aggregator may call on an external party with a qualification that meets the requirements of Article 9.1.9. To this end, it will not be subject to the said qualification procedure.

A Qualified Demand Response Aggregator for the Profiled Consumer in accordance with Article 8 is effectively qualified as a Demand Response Aggregator for the submetering experiment for Remotely-Read Consumption Sites, as long as the chain of acquisition and processing of the measurement is the same.

A qualification of the Demand Response Aggregator for submetering refers to the acquisition and processing chain of the measurement.

The qualification for submetering shall include an initial qualification procedure, attesting that the checks referred to in Article 9.1.9 have been carried out and that the chain of acquisition and processing of the measurement provides reliable data allowing the certification of the load reductions carried out.

For the purposes of Article 9.1, "the chain of acquisition and processing of the measurement" shall consist of the equipment and systems implemented for the acquisition and processing of data. It includes central information systems and communication interfaces.

Compliance with the provisions of Article 9.1 does not exempt the Demand Response Aggregator from complying with all provisions (legal and regulatory, national and community) applicable to its equipment and installation located at the end consumer's premises.

9.1.2 Initial qualification procedure

Any market participant wishing to benefit from the status of Qualified Demand Response Aggregator for the submetering experiment must already be a Demand Response Aggregator in accordance with Article 3.1.1.

Obtaining Technical Approval as described in Article 4 is not a required prerequisite to be a candidate for obtaining the status of a Qualified Demand Response Aggregator for the submetering experiment. The Demand Response Aggregator can therefore request Technical Approval and Qualification for submetering simultaneously.

Pursuant to Article 2.9, RTE reserves the right to request a translation into French, at the cost of the Demand Response Aggregator, of all or part of the documentation in the file submitted.

RTE is responsible for the qualification procedure for submetering and grants the status of Qualified Demand Response Aggregator for the submetering experiment, if the provisions laid down in Article 9.1.9 are respected.

RTE has decided to outsource the auditing. In this context:

- RTE retains the responsibility for carrying out these audits;
- As indicated in Annex 10, Demand Response Aggregators must place an order with the legal entity to which RTE has entrusted the audits (hereinafter "the Control Body") in the framework of the contract negotiated by RTE for this purpose. This is a condition for the admission of the qualification procedure.

RTE shall ensure that the tasks are carried out correctly by the various bodies involved in the submetering qualification procedure.

The initial qualification procedure is applied to any Demand Response Aggregator who does not have the status of Qualified Demand Response Aggregator for submetering on the date on which it Notifies the qualification request.

The qualification procedure for the submetering experiment takes place in three stages:

- admission to the qualification procedure;
- conducting of initial audits;
- decision making.

RTE is responsible for granting or rejecting the status of Qualified Demand Response Aggregator for the submetering experiment;

In the experimental context, the Demand Response Aggregator applying for the status of Qualified Demand Response Aggregator for the submetering experiment can begin participation through load reductions based on submetering data, after having submitted a complete file within the meaning of Article 9.1.2.1.

For demand response participation based on submetering data from the 1st of the month M+1, the complete file must have been submitted no later than the fifth (5) business day of Month M.

9.1.2.1 Admission to the initial qualification procedure

The Demand Response Aggregator Notifies RTE of the application for admission to the initial qualification procedure by sending 0 completed, signed and accompanied by a technical qualification file for submetering containing all the documents mentioned in Article 9.1.9.

The Demand Response Aggregator must have placed an order with the Control Body beforehand. The purchase order must be attached to the application for admission to the initial qualification procedure as stipulated in 0.

RTE acknowledges receipt of the request and the attached files.

9.1.2.2 Initial qualification audit

During the initial qualification audit, the Control Body ensures:

- that the means of the Demand Response Aggregator are compliant with its declarations;
- compliance by the Demand Response Aggregator with the requirements described in Article 9.1.9.

The initial audit is carried out on the premises of the Demand Response Aggregator and, where applicable, at the premises of the subcontractors.

The initial audit is intended to examine the documents provided by the Demand Response Aggregator and to verify the existence and implementation of the systems to meet the requirements described in Article 9.1.9.

A full verification of the chain of acquisition and processing of the measurement is done by sampling.

The checks provided for under the submetering qualification procedure of the Demand Response Aggregator are carried out by a group of auditors, bound by the duty of confidentiality.

The auditors shall provide sufficient guarantees of independence from any market participant acting directly or indirectly on the demand response market.

As part of their mission, they have the right to look into any Demand Response Aggregator who has requested to benefit from the status of Qualified Demand Response Aggregator for the submetering experiment.

After the audit has been carried out, the Control Body presents a summary of the findings and provides the Demand Response Aggregator, where relevant, with a document detailing the non-conformities noted during the audit. From the date of receipt of this document, the latter has ten (10) Business Days to send the Control Body, for each non-compliance issue identified, the remedial actions put in place or envisaged, along with an implementation period.

Within twenty (20) Business Days from the date of receipt of the remedial actions, the Control Body analyses the corrective actions and then writes the corresponding audit report, which it Notifies to the Demand Response Aggregator.

From the date of receipt of the audit report, the Demand Response Aggregator has five (5) Business Days to submit any comments to RTE.

9.1.2.3 RTE Decision

After examining the information contained in the application file, the initial audit report and any comments from the Demand Response Aggregator, RTE decides on:

- assigning the status of Qualified Demand Response Aggregator for the submetering experiment in the absence of any major non-conformity.

- whether to refuse to grant the status of Qualified Demand Response Aggregator for the submetering experiment. The Demand Response Aggregator will then need to use only the Data from the Transmission and Distribution System Operators for monitoring the load reductions performed.

If the Demand Response Aggregator has not settled the audit procedure with the Control Body, it cannot be assigned the status of Qualified Demand Response Aggregator for the submetering experiment.

The decision taken by RTE shall be Notified to the Demand Response Aggregator and shall include a statement of reasons.

The Demand Response Aggregator may challenge the decision taken in accordance with the provisions set out in Article 2.11.

The status of Qualified Demand Response Aggregator for the submetering experiment delivered at the end of the initial qualification audit is assigned for the period of the experiment. However, it may be withdrawn in the cases provided for in Article 9.1.4, following the completion of an additional audit which is found to be non-compliant.

9.1.2.4 Use of the status of Qualified Demand Response Aggregator for the submetering experiment

In accordance with Article 12.3, the list of Qualified Demand Response Aggregators for the submetering experiment is published on the www.services-rte.com website and updated monthly.

Any Qualified Demand Response Aggregator for the submetering experiment may refer to the status of Qualified Demand Response Aggregator for the submetering experiment for carrying out load reductions at Consumption Sites, subject to compliance with the provisions laid down in the reference described in Article 9.1.9.

9.1.3 Additional Audits

Additional audits may be carried out at the initiative of RTE, when it considers it necessary because of information brought to its knowledge (disputes, claims, challenges, etc.), in particular by the CRE. RTE defines the scope of the additional audit, which may cover all or part of the requirements of the qualification reference. Additional audits may lead to the removal of the Demand Response Aggregator's qualification.

For these additional audits, the arrangements defined in Article 9.1.2.2shall apply over the fixed perimeter.

9.1.4 Sanctions

In the event of non-compliance following an additional audit, RTE issues a warning with a view to withdrawing the status of Qualified Demand Response Aggregator for the submetering experiment.

RTE sends this warning by registered letter or electronic means with acknowledgement of receipt. This warning is accompanied by an official notice to cease the non-compliance(s) found.

Within ten (10) Business Days from receipt of the notification, the Qualified Demand Response Aggregator for the submetering experiment informs RTE, by registered letter or electronic means with acknowledgement of receipt, of the measures taken to lift the minor non-compliance(s) and their date of implementation, which shall not exceed three (3) Calendar Months.

The Qualified Demand Response Aggregator for the submetering experiment informs RTE, by registered letter or electronic means with acknowledgement of receipt, as soon as the provisions are effectively implemented.

These new provisions can be verified by RTE, in accordance with the arrangements laid down in Article 9.1.2.2, in order to ensure their effectiveness.

As a result of this warning, if the non-conformities have not been resolved by the Demand Response Aggregator within the specified time frame, RTE will Notify the Demand Response Aggregator by registered letter or electronic means with acknowledgement of receipt of the decision to withdraw the qualification. The withdrawal penalty is enforceable upon notification.

The Demand Response Aggregator is removed from the list of Demand Response Aggregators Qualified for the submetering experiment.

From the date of Notification of the decision to withdraw the qualification, the Demand Response Aggregator must:

- cease to use the status of Qualified Demand Response Aggregator for the submetering experiment;
- take all measures within one (1) Month to eliminate the mention of the status of Qualified Demand Response Aggregator for the submetering experiment from its business and technical documents, its advertising and any document whatsoever. When it is an announcement or an insert published in a document with periodic release, the Demand Response Aggregator must immediately take measures to ensure they are deleted the next time the document is released.

The Demand Response Aggregator informs its clients of the withdrawal of the status as Qualified Demand Response Aggregator for the submetering experiment. As a result, the Qualified Consumption Sites for submetering, attached to this Demand Response Aggregator's load reduction perimeter, lose their qualification for submetering.

The Demand Response Aggregator cannot send a new qualification request of a Qualified Demand Response Aggregator for the submetering experiment for the remainder of the experiment duration.

9.1.5 Handling of disputes

The Demand Response Aggregator may contest a refusal to grant, a warning or a withdrawal of the qualification under the conditions laid down in Article 8.6.5 of these Terms and Conditions.

9.1.6 Voluntary withdrawal from the status of Qualified Demand Response Aggregator

The Qualified Demand Response Aggregator for the submetering experiment may request the voluntary withdrawal of its certificate.

It Notifies RTE by registered letter or electronic means with acknowledgement of receipt of its decision to withdraw. This Notification specifies the effective date of withdrawal of the qualification.

Such a Notification shall have the same effect as a withdrawal of the qualification pronounced following a sanction, as described in Article 9.1.4.

9.1.7 Transfer of qualification

In order for the status of Qualified Demand Response Aggregator for submetering to be transferred or assigned to a third party, the latter must provide evidence of the transfer of all shares (particularly

in the context of a universal transfer of shares), whether physical or software, from the conceding Demand Response Aggregator, allowing compliance with the commitments referred to in Article 9.1.9

To do this, the Demand Response Aggregator must submit a request for transfer of the qualification including all the elements justifying this transfer.

RTE will review the request within (1) month of receipt of the request. RTE may either accept the request to transfer the qualification or reject the request.

If the request to transfer the qualification is accepted, the Demand Response Aggregator becomes the holder of the qualification for the remaining duration of the qualification.

In the event that the request for transfer of qualification is rejected, the Demand Response Aggregator may submit an initial request for qualification under the conditions laid down in Article 9.1.2.

9.1.8 Financing of the qualification procedure

The qualification procedure entails costs relating to the carrying out of initial and additional audits.

For initial audits, the fees are charged to the Demand Response Aggregator. These costs are charged by the Control Body to the Demand Response Aggregator, on the basis of a framework contract negotiated by RTE. Their flat-rate amounts will be communicated to the Demand Response Aggregators prior to the date of initiation of the experiment as defined in 2.3.5.

For additional audits, the fees are charged to the Demand Response Aggregator with a limit of one audit per year. After that, the fee is:

- charged to the Demand Response Aggregator if the additional audit reveals any non-compliance;
- charged to RTE if the additional audit does not reveal any non-compliance.

The set of rules for payment are determined in Article 11.

9.1.9 Service delivery

9.1.9.1 Service commitments to be met

Service commitments, grouped into five major commitments, are listed in the table below. For each commitment undertaken, the means to implement to meet them, and the articles corresponding to this reference are specified.

COMMITMENTS Details of each commitment	**CORRESPONDING ARTICLES**
1 – TECHNICAL AND CONTRACTUAL IDENTIFICATION	
1.1 To be able to uniquely identify each component of the chain of acquisition and processing of the measure	9.1.9.2.1
1.2 To be able to manage contractual identifiers and their matches with the technical identifiers of the equipment	9.1.9.2.2
2– TIMESTAMP AND SYNCHRONISATION	

COMMITMENTS Details of each commitment	CORRESPONDING ARTICLES
2.1 To have a timestamp and synchronisation for the chain of acquisition and processing of the measure	9.1.9.2.3
3 – ACQUISITION AND PROCESSING SYSTEM	
3.1 Have documented the chain of acquisition and processing of the measure	9.1.9.2.4
3.2 Have documented the functional description of the equipment in the chain of acquisition and processing of the measure	9.1.9.2.5
3.3 Retain and transmit to RTE the uncorrected data from the measuring devices	9.1.9.2.6
4 – COMMISSIONING AND MAINTENANCE	
4.1 Carry out a formalised functional verification of the new equipment integrated in the chain of acquisition and processing of the measurement	9.1.9.2.7
5 - ORGANISATION AND CONTINUOUS IMPROVEMENT	
5.1 Document the set of rules and organisation to identify, record and address issues of non-compliance	9.1.9.2.8
5.2 Document the set of rules and organisation ensuring the quality of the services	9.1.9.2.9

9.1.9.2 Service delivery management

The purpose of this Article is to specify the means to be implemented to meet the commitments listed in the preceding table.

The various paragraphs below describe the obligations in terms of means or results which must be complied with by the Demand Response Aggregator wishing to obtain the status of a Qualified Demand Response Aggregator.

9.1.9.2.1 Reference technical identification system

The Demand Response Aggregator defines and implements a reference identification system for the technical equipment, to uniquely identify each component of its chain of acquisition and processing of the measurement.

The initial audit verifies the existence of a reference documentation of the unique identification rules for technical equipment and its effective implementation.

9.1.9.2.2 Contract ID management system

The Demand Response Aggregator sets up a system for managing contract identifiers (Demand Response Entity, Remotely-Read Consumption Sites, Agreements for transmission system access contract holders) and relationships with technical identifiers, its chain of acquisition and measurement processing.

This management system allows the identification of the whole technical and contractual arrangement, the acquisition chain and the processing of the operational measurement.

The initial audit verifies the existence and implementation of a system for the management of contract identifications and associated technical identifications.

9.1.9.2.3 Timestamp and synchronisation

The chain of acquisition and processing of the measurement, set up by the Demand Response Aggregator, has an accurate and consistent timestamp. The accuracy and drift of the clocks used for the timestamp are defined in the French (and European) standard NF EN 62 054 of April 2006. The legal time is used as the reference time.

To the extent that they do not provide a larger deviation than that defined by standardisation, all synchronisation systems can be used: synchronisation systems by radio frequency (FI, DCF77 or GPS) or by centralised remote control musical frequency "TCFM" (CPL)…

The initial audit allows the documentary verification of the existence and implementation of a timestamp system of the chain of acquisition and processing of the measurement.

9.1.9.2.4 Documentation of the chain of acquisition and processing

The chain of acquisition and processing of the measurement is documented by the Demand Response Aggregator. This specifies:

- the technical design implemented,
- the main functions associated with each component of the system.

During the initial audit, documentation describing the technical and functional design of the chain of acquisition and processing will be verified.

9.1.9.2.5 Detailed functional description

The detailed functional description of the equipment in the chain of acquisition and processing of the measurement is documented by the Demand Response Aggregator. The functionalities of this chain are outlined.

In the system design or significant evolution phase:

- each item of equipment performing functions individually undergoes a "primitive" functional audit by the Demand Response Aggregator to ensure that it meets the requirements associated with its function;
- then, the entire acquisition and processing chain of the measurement undergoes a "primitive" functional audit by the Demand Response Aggregator to ensure that it meets the requirements of its function overall;

The initial audit will verify the existence of documentation describing the functions of the equipment of the acquisition and processing chain of the measure, and verify that the results of the "primitive" functional tests are performed, documented and positive.

9.1.9.2.6 No data correction

The acquisition and processing chain of the measurement, set up by the Demand Response Aggregator, must not make any corrections to the data from the measuring devices or Metering Installations of the Distribution System Operators.

At the time of the initial audit, failure analyses may be carried out on one or more items of measuring equipment to ensure that the acquisition and processing chain of the measurement does not make any data corrections, whether manual or automatic.

9.1.9.2.7 Functional verification

The Demand Response Aggregator defines and implements a formalised functional verification, when integrating new equipment (new site, replacement of defective equipment..), in order to ensure that they are correctly integrated (identification, configuration…) into the measurement acquisition and processing chain.

The initial audit verifies the existence of adequate documentation and proper implementation in the chain of acquisition and processing of the measurement.

9.1.9.2.8 Non-conformities of the Demand Response Aggregator's device

The Demand Response Aggregator must take actions to eliminate the causes of non-compliance in order to prevent these non-conformities from recurring. Corrective actions should be adapted to the effects of the non-conformities encountered.

During the initial audit, non-conformities identified and actions taken shall be examined.

9.1.9.2.9 Organisation of the Demand Response Aggregator

The Demand Response Aggregator shall document and implement a system defining the arrangements made to ensure the quality of the services covered by the status of Qualified Demand Response Aggregator for the submetering experiment and to provide proof of compliance with the requirements of this reference.

The Demand Response Aggregator retains the information for a period of five (5) years.

At the time of the initial audit, the existence and implementation of documentation describing the system for demonstrating compliance with the requirements of this reference shall be verified.

9.2 Qualification of the Remotely-Read Consumption Site for submetering

9.2.1 Purposes of the qualification of the Remotely-Read Consumption Site for submetering

Any Remotely-Read Consumption Site whose Load Curve is established on the basis of data measured by the submetering system must hold the status of Qualified Consumption Site for submetering, granted following a qualification procedure in accordance with the specifications of this Article, thus ensuring that the checks referred to in Article 9.2.9 have been carried out and that the measuring devices provide reliable and complete data allowing the certification of load reductions.

The qualification procedure of the Remotely-Read Consumption Site is carried out by the Demand Response Aggregator. The qualification is valid for a Remotely-Read Consumption Site / Demand Response Aggregator pair. In the event of a change in Demand Response Aggregator, the Remotely-Read Consumption Site will need to have a new qualification for submetering with its new Demand Response Aggregator.

The Remotely-Read Consumption Site may only be qualified at the end of this article if its Demand Response Aggregator is qualified for the submetering experiment. The qualifications of the Demand Response Aggregator and the Remotely-Read Consumption Site may be conducted simultaneously.

9.2.2 Initial qualification procedure

This Article defines the rules applicable to the qualification procedure for the initial assignment of the status of Qualified Consumption Site for submetering. It sets out the respective obligations of RTE,

of the Consumption Site applying for the status of Qualified Consumption Site for submetering, of its Demand Response Aggregator, or of any other body involved in the qualification procedure.

Pursuant to Article 2.9, RTE reserves the right to request a translation into French, at the cost of the Demand Response Aggregator, of all or part of the documentation in the file submitted.

RTE is responsible for the qualification procedure for submetering and grants the status of Qualified Consumption Response Aggregator for the submetering experiment, if the provisions laid down in Article 9.2.9 are respected.

RTE has decided to subcontract the required analyses and audits under this procedure. In this context:

- RTE retains the responsibility for conducting these;
- As indicated in Annex 13, Demand Response Aggregators must place an order with the Control Body in the framework of the contract negotiated by RTE for this purpose. This is a condition for the admission of the qualification procedure for the Site.

RTE shall ensure that the tasks are carried out correctly by the various bodies involved in the submetering qualification procedure.

The initial qualification procedure is applied to any Remotely-Read Consumption Site who does not have the status of Qualified Demand Response Aggregator for submetering at the date on which the qualification request is Notified.

The qualification procedure for the submetering experiment takes place in four stages:

- admission to the qualification procedure;
- analysis of the qualification file;
- conduct of audits by sampling;
- decision making.

RTE is responsible for granting or rejecting the status of Qualified Consumption Site for the submetering experiment;

In the experimental context, the Demand Response Aggregator of the Consumption Site applying for the status of Qualified Consumption Site for submetering can begin participation through load reductions based on submetering data, after having submitted a complete file within the meaning of Article 9.2.2.1.

For demand response participation based on submetering data from the 1st of the month M+1, the complete file must have been submitted no later than the fifth (5) business day of Month M.

9.2.2.1 Admission to the initial qualification procedure

The Demand Response Aggregator of the Consumption Site Notifies RTE of the application for admission to the initial qualification procedure by sending 0 completed and signed and accompanied by a technical qualification file for submetering containing all the documents mentioned in Article 9.2.9.

The Demand Response Aggregator must have placed an order with the Control Body beforehand. The purchase order must be attached to the application for admission to the initial qualification procedure as stipulated in 0.

The notification of the assignment of the Qualified Demand Response Aggregator for submetering status or acknowledgement of receipt of the application for admission to the qualification procedure

of the said Demand Response Aggregator must also be attached to the application for admission to the initial qualification procedure.

RTE acknowledges receipt of the request and the attached files.

9.2.2.2 Examination of the qualification file

The Control Body is in charge of the examination of the qualification file, which consists in verifying the Consumption Site's compliance with the requirements described in Article 9.2.9.

This examination as part of the submetering qualification procedure for the Consumption Site is carried out by a group of auditors, bound by the duty of confidentiality.

The auditors shall provide sufficient guarantees of independence from any market participant acting directly or indirectly on the demand response market.

As part of their mission, in order to study a point more closely, they may contact the manager of the Consumption Site who requested to benefit from the Qualified Consumption Site for submetering status, whose contact details must be included on the qualification file.

After the qualification file has been examined, the Control Body presents a summary of the findings and provides the Demand Response Aggregator of the Remotely-Read Consumption Site, where relevant, with a document detailing the non-conformities noted during examination of the file. From the date of receipt of this document, the latter has ten (10) Business Days to send the Control Body, for each non-compliance issue identified, the remedial actions put in place or envisaged, along with an implementation period.

Within twenty (20) Business Days from the date of receipt of the remedial actions, the Control Body analyses the corrective actions and then writes the corresponding qualification report, which it Notifies to the Remotely-Read Consumption Site's Demand Response Aggregator.

From the date of receipt of the report, the Remotely-Read Consumption Site's Demand Response Aggregator has five (5) Business Days to submit any comments.

9.2.2.3 Qualification audits by sampling

RTE may carry out audits on the Consumption Site in order to ensure that the qualification file of the Consumption Site complies with its declarations.

The audit is carried out at the premises of the Consumption Site.

The audit is intended to examine the documents provided by the Remotely-Read Consumption Site's Demand Response Aggregator and to verify the existence and implementation of the systems to meet the requirements described in Article 9.2.9.

In this context, a complete check of the measurement chain can be performed.

RTE has decided to subcontract the sampling audits to a control body but RTE retains responsibility for carrying out these audits.

The checks provided for under the submetering qualification procedure of the Consumption Site shall be carried out by a group of auditors, bound by the duty of confidentiality.

The auditors shall provide sufficient guarantees of independence from any market participant acting directly or indirectly on the demand response market.

As part of their mission, they have the right to look into any Consumption Site which has requested to benefit from the status of Qualified Consumption Site for submetering.

After the audit has been carried out, the Control Body presents a summary of the findings and provides the Remotely-Read Consumption Site's Demand Response Aggregator, where relevant, with a document detailing the non-conformities noted during the audit. From the date of receipt of this document, the latter has ten (10) Business Days to send the Control Body, for each non-compliance issue identified, the remedial actions put in place or envisaged, along with an implementation period.

Within twenty (20) Business Days from the date of receipt of the remedial actions, the Control Body analyses the corrective actions and then writes the corresponding audit report, which it Notifies to the Remotely-Read Consumption Site's Demand Response Aggregator.

From the date of receipt of the report, the Remotely-Read Consumption Site's Demand Response Aggregator has five (5) Business Days to submit any comments.

9.2.2.4 RTE Decision

After examining the information contained in the application file, the qualification file report, the audit report and any comments from the Remotely-Read Consumption Site's Demand Response Aggregator, RTE decides on:

- assigning the status of Qualified Consumption Site for the submetering Consumer in the absence of any major non-conformity
- whether to refuse to grant the status of Qualified Consumption Site for submetering. The Remotely-Read Consumption Site's Demand Response Aggregator will then need to use only the Data from the Transmission and Distribution System Operators for monitoring the relevant Consumption Site's load reductions.

If the Demand Response Aggregator has not settled the audit procedure with the Control Body, the Consumption Site cannot be assigned the status of Qualified Consumption Site for submetering.

The decision taken by RTE shall be Notified to the Remotely-Read Consumption Site's Demand Response Aggregator and shall include a statement of reasons.

The Remotely-Read Consumption Site's Demand Response Aggregator may challenge the decision taken in accordance with the provisions set out in Article 2.11.

The status of Qualified Consumption Site for submetering delivered at the end the initial qualification is assigned for the period of the experiment. However, it may be withdrawn in the cases provided for in Article 9.2.4, following the completion of an additional audit which is found to be non-compliant.

9.2.3 Additional Audits

Additional audits may be carried out at the request of RTE, when it considers it necessary because of information brought to its knowledge (disputes, claims, challenges, analyses at Consumption Site activations etc.), in particular by the CRE. RTE defines the scope of the additional audit, which may cover all or part of the requirements of the qualification reference. Additional audits may lead to the removal of the Consumption Site's qualification.

For these additional audits, the arrangements defined in Article 9.2.2.3 shall apply over the fixed perimeter.

9.2.4 Sanctions

In the event of non-compliance following an additional audit, RTE issues a warning with a view to withdrawing the status of Qualified Consumption Site for submetering.

RTE sends this warning to the Remotely-Read Consumption Site's Demand Response Aggregator by registered letter or electronic means with acknowledgement of receipt. This warning is accompanied by an official notice to cease the non-compliance(s) found.

Within ten (10) Business Days from the date of receipt of the warning, the Remotely-Read Consumption Site's Demand Response Aggregator shall specify to RTE, by registered letter or electronic means with acknowledgement of receipt, the measures taken to lift the minor non-conformity(ies) and their date of implementation, which must not exceed three (3) Calendar Months.

The Remotely-Read Consumption Site's Demand Response Aggregator shall inform RTE, by registered letter or electronic means with acknowledgement of receipt, as soon as the provisions are effectively implemented.

These new provisions can be verified by RTE, in accordance with the arrangements laid down in Article 9.2.2.3, in order to ensure their effectiveness.

As a result of this warning, if the non-conformities have not been resolved by the Remotely-Read Consumption Site's Demand Response Aggregator within the specified time frame, RTE will Notify the Remotely-Read Consumption Site's Demand Response Aggregator by registered letter or electronic means with acknowledgement of receipt of the decision to withdraw the qualification. The withdrawal penalty is enforceable upon notification.

From the date of Notification of the decision to withdraw the qualification, the Remotely-Read Consumption Site's Demand Response Aggregator will need to use only the Data from the Transmission and Distribution System Operators at the scale of the site for monitoring the relevant Consumption Site's load reductions.

The Remotely-Read Consumption Site's Demand Response Aggregator cannot send a new qualification request of a Qualified Consumption Site for submetering for the remainder of the experiment duration.

9.2.5 Handling of disputes

9.2.5.1 Dispute following refusal to allocate, warning

The Remotely-Read Consumption Site's Demand Response Aggregator can challenge a decision concerning:

- refusal to grant the qualification,
- warning prior to withdrawal of qualification,

The dispute must be Notified to RTE within a time limit of ten (10) Business Days from the date of receipt of the Notification of the decision or warning and include a supporting statement.

RTE examines the supporting argument and decides whether or not to maintain its decision or warning. It Notifies the Remotely-Read Consumption Site's Demand Response Aggregator of its decision by registered letter or electronic means with acknowledgement of receipt. This Notification is accompanied by a supporting statement.

In the event of a dispute over the final decision, the Remotely-Read Consumption Site's Demand Response Aggregator applies the terms set out in Article 2.11

9.2.5.2 Dispute following withdrawal of qualification

The Remotely-Read Consumption Site's Demand Response Aggregator can challenge a decision of withdrawal of its qualification.

The challenge to the decision to withdraw the qualification of a Qualified Consumption Site for submetering is not suspensive.

The dispute must be Notified to RTE within a time limit of ten (10) Business Days from the date of receipt of the Notification of the decision and include a supporting statement

RTE examines the supporting argument and decides whether or not to maintain its decision. It Notifies the Remotely-Read Consumption Site's Demand Response Aggregator of its decision by registered letter or electronic means with acknowledgement of receipt. This Notification is accompanied by a supporting statement.

In the event of a dispute over the final decision, the Remotely-Read Consumption Site's Demand Response Aggregator may apply the terms set out in Article. 2.11.

9.2.6 Voluntary withdrawal from the status of Qualified Consumption Site for submetering

The Remotely-Read Consumption Site's Demand Response Aggregator may request the voluntary withdrawal of its status as Qualified Consumption Site for submetering on behalf of the relevant Consumption Site.

It Notifies this to RTE by registered letter or electronic means with acknowledgement of receipt This Notification specifies the effective date of withdrawal of the qualification.

Such a Notification shall have the same effect as a withdrawal of the qualification pronounced following a sanction, as described in Article 9.2.4.

9.2.7 Transfer of qualification

The status of Qualified Consumption Site for submetering is personal and cannot be transferred or assigned.

9.2.8 Financing of the qualification procedure

The qualification procedure entails costs relating to the examination of the qualification files. These fees are charged to the Consumption Site's Demand Response Aggregator. These costs are charged by the Control Body to the Demand Response Aggregator, on the basis of a framework contract negotiated by RTE. Their flat-rate amounts will be communicated to the Demand Response Aggregators prior the date of initiation of the experiment as defined in 2.3.5.

In the context of the experiment, the costs related to on-site audits defined in Articles 9.2.2.3 and 9.2.3 are borne by RTE.

9.2.9 Service delivery

9.2.9.1 Service commitments to be met

Service commitments, grouped into five major commitments, are listed in the table below. For each commitment undertaken, the means to implement to meet them, and the articles corresponding to this reference are specified.

COMMITMENTS Details of each commitment	**CORRESPONDING ARTICLES**
1 – GENERAL REQUIREMENTS	

COMMITMENTS Details of each commitment	CORRESPONDING ARTICLES
1.1 Provide a complete qualification file	9.2.9.2.1
1.2 Justify the relevance of submetering within the meaning Section R.271-6 of the French Energy Code	9.2.9.2.2
2 – TECHNICAL AND CONTRACTUAL IDENTIFICATION	
2.1 To be able to uniquely identify each component of the chain of measurement	9.2.9.2.3
3 – MEASURING DEVICE	
3.1 Have documented the chain of measurement	9.2.9.2.4
3.2 Have documented the functional description of the measuring equipment	9.2.9.2.5
3.3 Have measuring devices which are compliant with the technical requirements	9.2.9.2.6
3.4 Measure all load reduced usages when the Distribution System Operator's Metering Installation is not used to acquire the measurement	9.2.9.2.7
4 – COMMISSIONING AND MAINTENANCE	
4.1 Carry out a formalised functional verification of the new equipment integrated in the measurement chain	9.2.9.2.8
5 - ORGANISATION AND CONTINUOUS IMPROVEMENT	
5.1 Document the set of rules and organisation ensuring the quality of the services	9.2.9.2.9

9.2.9.2 Service delivery management

The purpose of this Article is to specify the means to be implemented to meet the commitments listed in the preceding table.

The various paragraphs below describe the obligations in terms of means or results which must be complied with by the Consumption Site wishing to obtain the status of Qualified Consumption Site.

9.2.9.2.1 Completeness of the qualification file

The Consumption Site's Demand Response Aggregator files a complete qualification file, presenting and justifying all the items requested in the qualification file template.

The qualification file is examined to verify the completeness of the file.

9.2.9.2.2 Justification of the relevance of submetering

The Consumption Site's Demand Response Aggregator justifies the relevance of the use of submetering for the Consumption Site, within the meaning of Article R.271-6 of the French Energy Code, indicating precisely the contribution of this system in the certification of load reductions.

The qualification file is examined to verify the justification for the relevance of submetering.

9.2.9.2.3 Reference technical identification system

A reference identification system for technical equipment, which uniquely identifies each component of the measurement chain, is defined and implemented at the Consumption Site.

When the Consumption Site is equipped by an external participant qualified for the installation of the submetering equipment, this requirement shall not apply.

Examination of the qualification file involves verification of the reference documentation of the rules of unique identification of technical equipment.

9.2.9.2.4 Documentation on the chain of measurement

The chain of measurement of the Consumption Site is documented. This specifies:

- the technical design implemented,
- the main functions associated with each component of the system.

When the Consumption Site is equipped by an external participant qualified for the installation of the submetering equipment, this requirement shall not apply.

The qualification file is examined to verify the documentation describing the technical and functional design of the chain of measurement.

9.2.9.2.5 Detailed functional description

The detailed functional description of the equipment in the Consumption Site's chain of measurement is documented. The functionalities of this chain are outlined.

In the system installation or significant evolution phase:

- each item of equipment performing functions individually undergoes a commissioning test to ensure that it meets the requirements associated with its function;
- then, the entire chain of measurement undergoes a functional audit to ensure that it meets the requirements of its function overall;

Each audit is subject to a report indicating the tests carried out and attesting to the conformity of the results for each item of equipment and for the whole chain of measurement.

When the Consumption Site is equipped by an external participant qualified for the installation of the submetering equipment, this requirement shall not apply.

The examination of the qualification file verifies that there is documentation describing the functions of the equipment in the measurement chain, and verifies that the results of the functional commissioning and overall verification tests are performed, documented and positive.

9.2.9.2.6 Conformity of measuring devices

This requirement is applicable only to the submetering devices of the Consumption Site.

When the Consumption Site is equipped by an external participant qualified for the installation of the submetering equipment, this requirement shall not apply.

The submetering equipment installed as part of the experiment shall comply with these requirements:

- The active energy meter installed must comply with IEC 62052-11 and IEC 62053-21 or IEC 62053-22 and be of accuracy class 1 at least.

- Where a voltage or current transformer is required, they must comply with IEC 61869-1 and IEC 61869-3 and IEC 61869-2 respectively and be of accuracy class 0.5 at least.
- When a combined transformer is required, it must comply with IEC 61869-4.

The analysis of the qualification file allows the conformity of the equipment with the technical requirements specified above to be checked.

When the Consumption Site is equipped by an external participant qualified for the installation of the submetering equipment, this requirement shall not apply.

9.2.9.2.7 Perimeter of the measurement

The submetering device of the Consumption Site must measure the consumption of all load reduced usages, without allowing compensation by another use within the site.

The qualification file is examined to verify the justification for measuring all load reduced usages and for not compensating with another usage.

9.2.9.2.8 Functional verification

A formalised functional verification, when integrating new equipment (replacement of defective equipment..), in order to ensure that they are correctly integrated (identification, configuration…) into the measurement chain, must be defined and implemented.

When the Consumption Site is equipped by an external participant qualified for the installation of the submetering equipment, this requirement shall not apply.

The examination of the qualification file verifies that there is adequate documentation and proper implementation in the measurement chain.

9.2.9.2.9 Organisation of the Consumption Site

A system must be documented and implemented defining the arrangements made to ensure the quality of the services covered by the status of Qualified Consumption Site for submetering and to provide proof of compliance with the requirements of this reference.

The information must be kept for the duration of the experiment.

Analysis of the initial qualification file verifies the existence and implementation of documentation describing the system for demonstrating compliance with the requirements of this reference.

10. PAYMENT DUE TO SUPPLIERS OF LOAD REDUCED SITES

In accordance with Article L.271-3 of the French Energy Code, Load Reductions in energy markets or the balancing mechanism are remunerated by means of payment to the Electricity Suppliers of load reduced Consumption Sites.

Any Demand Response Aggregator who Notifies RTE of a Declared Load Reduction Schedule is liable for payment under the terms of this Article.

10.1 Determination of the models of payment

10.1.1 Corrected Model or Regulated Model

Remotely-Read Consumption Sites connected to the PTS, as well as CARD-holding Consumption Sites, with a subscribed power strictly greater than 36 kVA and belonging to a Remotely Read DRE, are subject to the Corrected Model.

By default, Consumption Sites that do not meet the criteria listed above are subject to the Regulated Model.

10.1.2 Option for Contractual Model

The Demand Response Aggregator can opt for the Contractual Model if agreed with the Consumption Site's Supplier subject to the Regulated Model by default.

Within a Profiled DRE, the option applies to all Consumption Sites with the same Supplier.

To opt for the Contractual Model, the Demand Response Aggregator must transmit 0 to RTE, completed and signed.

The change in template establishing the terms of payment due by the Demand Response Aggregator takes effect:

- the first Day of the Calendar Month M+1, if the Notification is received by RTE on the Business day before the ten (10) Business Days of the Calendar Month M; or
- the first Day of the Calendar Month M+2, if the Notification of the change request was received by RTE from ten (10) Business Days before the end of the Calendar Month M.

The default Model will be applied again to the Consumption Site concerned within the time limits indicated in Annex 11 in the event of any change in the terms of that Annex (in particular when there is a change in the list of Consumption Sites concerned) or in case of Notification of the expiry or termination of the contract between the Demand Response Aggregator and the Supplier for any reason.

10.2 Fixed rates of payment

The current Fixed Scales Excluding Taxes are available on the RTE Service Portal website: https://www.services-rte.com. All revisions of these Fixed Scales by RTE are valid on its date of publication on the Service Portal.

The Fixed Scale corresponds to the Fixed Scale Excluding Taxes plus all taxes attributable to it. It is defined in euro cents per megawatt-hour.

10.2.1 Fixed Scale of the Profiled Consumption Sites

10.2.1.1 Fixed Scale Excluding Taxes of a Profiled Consumption Site in Base rate option

The Fixed Scale Excluding Taxes of a Profiled Consumption Site in Base rate option applies to Consumption Sites with an RES 1, RES 11 or PRO 1 profile assigned.

The Fixed Scale Excluding Taxes of a Profiled Consumption Site in Base rate option is calculated as equal to the procurement cost of the supply share as defined in the last report on regulated electricity sales tariffs published by the French Energy Regulation Commission.

The procurement cost of the supply share is determined on the basis of the above report, based on the following parameters:

- The ARENH price, equal to the electricity price transferred by Electricité de France to suppliers of final consumers on the continental metropolitan territory or of system operators for their losses pursuant to Article 1 of Law No 2010-1488 of 7 December 2010, as defined in the order fixing the price of regulated access to incumbent nuclear electricity in force on the date of entry into force of the Fixed Scale Excluding Taxes of a Profiled Consumption Site in Base rate option;
- the base calendar price, defined as the level corresponding to the supply supplement, or "market supplement," for purchases on wholesale electricity markets, in euros per megawatt hour. This reference market price is calculated as the mean, weighted by the volumes traded, of the basic calendar products traded on organised and OTC markets, on the date of entry into force of the Fixed Scale Excluding Taxes of a Profiled Consumption Site in Base rate option.
- The capacity price, defined as the level corresponding to the cost of capacity guarantees, relating to purchases at capacity auctions organized by EPEX and also including the cost of supplying capacity to the market due to the capping of the ARENH mechanism, in euros per megawatt hour. The capacity share not covered by ARENH is valued at the price equal to the mean of the auctions of the two years preceding the delivery year. The capacity share of the ARENH capping is valued at the average price revealed by the capacity auctions organised between the date of notification of ARENH volumes and the start date of the delivery period, according to an arithmetic mean.

At the request of the CRE, RTE may publish a Fixed Scale Excluding Taxes of the Profiled Consumption Sites in Base rate option with a set of rules derogating from this Article. If relevant, these would be specified in a deliberation of the CRE.

10.2.1.2 Fixed Scale Excluding Taxes of a Profiled Consumption Site with no Base rate option

The Fixed Scale Excluding Taxes of a Profiled Consumption Site with no Base rate option applies to Consumption Sites with no RES 1, RES 11 or PRO 1 profile assigned. It is differentiated according to two time slots:

- Off-Peak Hours for the Profiled Consumer: daily from midnight to 7am and from 11pm to midnight;
- Peak Hours for the Profiled Consumer: daily from 7am to 11pm.

The Fixed Scale Excluding Taxes of a Profiled Consumption Site with no Base rate option for Off-Peak Hours is calculated as equal to the cost of the procurement cost of the supply share for OPHs as defined in the last report on regulated electricity sales tariffs published by the CRE.

The Fixed Scale Excluding Taxes of a Profiled Consumption Site with no Base rate option for Peak Hours is calculated as equal to the cost of the procurement cost of the supply share for Peak Hours as defined in the regulated electricity sales tariff proposals published by the CRE.

The procurement cost of the supply share is determined on the basis of the above report, based on the following parameters:

- the ARENH price, equal to the electricity price transferred by Electricité de France to suppliers of final consumers on the continental metropolitan territory or of system operators for their losses pursuant to Article 1 of Law No 2010-1488 of 7 December 2010, as defined in the order fixing the price of regulated access to incumbent nuclear electricity in force on the date of entry into force of the Fixed Scale Excluding Taxes of a Profiled Consumption Site with no Base rate option;

- the base calendar price, defined as the level corresponding to the supply supplement, or "market supplement," for purchases on wholesale electricity markets, in euros per megawatt hour. This reference market price is calculated as the mean, weighted by the volumes traded, of the basic calendar products traded on organised and OTC markets, on the date of entry into force of the Fixed Scale Excluding Taxes of a Profiled Consumption Site with no Base rate option.

- The capacity price is defined as the level corresponding to the cost of capacity guarantees, relating to purchases at capacity auctions organized by EPEX and also including the cost of supplying capacity to the market due to the capping of the ARENH mechanism, in euros per megawatt hour. The capacity share not covered by ARENH is valued at the price equal to the mean of the auctions of the two years preceding the delivery year. The capacity share relating to the ARENH capping is valued at the average price revealed by the capacity auctions organised between the date of notification of ARENH volumes and the start date of the delivery period, according to an arithmetic mean.

At the request of the CRE, RTE may publish a Fixed Scale Excluding Taxes of the Profiled Consumption Sites in non-Base rate option with a set of rules derogating from this Article. If relevant, these would be specified in a deliberation of the CRE.

10.2.2 Fixed Scale of the Remotely Consumption Sites

The Fixed Scale Excluding Taxes of Remotely-Read Consumption Sites is defined at the nearest euro per megawatt-hour for each calendar year.

RTE publishes the Fixed Scale Excluding Taxes of Remotely-Read Consumption Sites at the latest on fifteen (15) December or two (2) business days after the December auction preceding its year of validity. If the publication date is after 31 December of the previous year, the fixed scale of the previous year remains in force until the fixed scale of the year of validity is published. RTE transmits the data used as well as the details of the calculation to CRE.

At the request of the CRE, RTE may publish a Fixed Scale Excluding Taxes of the Remotely-Read Consumption Sites with a set of rules derogating from this article. If relevant, these would be specified in a deliberation of the CRE.

The Fixed Scale Excluding Taxes of Remotely-Read Consumption Sites is divided into semesters:

- The summer semester: the months from April to September

- The winter semester: January to March and October to December.

and according to two time slots:

- Peak hours (PH) for the Remotely-Read: Monday, Tuesday, Wednesday, Thursday and Friday from 8am to 8pm;
- Off-Peak hours (OPH) for the Remotely-Read: all hours that are not Peak hours for the Remotely-Read.

The Fixed Scale Excluding Taxes of Remotely-Read Consumption Sites, for each semester and for each time slot, is defined as follows:

- If $\boldsymbol{prix_{ARENH}} > \underset{t\epsilon[1^{er}\ \mathbf{jan\ N-2} - \mathbf{30}\ nov\ N-1]}{\mathbf{moyenne}}\ \boldsymbol{Calendar\ Baseload_t}(\mathbf{N}) + \frac{\boldsymbol{prix_{capa}}}{\mathbf{8760}}$

$$\boldsymbol{Bareme}(\boldsymbol{N},\boldsymbol{S},\mathbf{P}) = \underset{t\epsilon[1^{er}\ jan\ N-2\ -\ 30\ nov\ N-1]}{\boldsymbol{Cal_{Moyen}}(\mathbf{N},\mathbf{P},\mathbf{t})} \cdot \mathbf{pond}(\mathbf{S},\mathbf{P}) + Co\hat{u}t_{Capa}\left(prix_{capa}\right)(\boldsymbol{S},\boldsymbol{P})$$

- Otherwise :

$$\boldsymbol{Bareme}(\boldsymbol{N},\boldsymbol{S},\mathbf{P}) = (\mathbf{1} - \boldsymbol{taux_{droit\ ARENH}}) \cdot \underset{t\epsilon[1^{er}\ jan\ N-2\ -\ 30\ nov\ N-1]}{(\boldsymbol{Cal_{Moyen}}(\mathbf{N},\mathbf{P},\mathbf{t})} \cdot \mathbf{pond}(\mathbf{S},\mathbf{P}) + Co\hat{u}t_{Capa}\left(prix_{capa}\right)(\boldsymbol{S},\boldsymbol{P}))$$

$$+ \boldsymbol{taux_{droit\ ARENH}} \cdot \Big[(\mathbf{1} - \boldsymbol{taux_{écrêtement}}) \cdot \boldsymbol{prix_{ARENH}} + (\boldsymbol{taux_{écrêtement}}) \cdot \underset{t\epsilon[d_e+1\ ;\ d_e+10]}{(\boldsymbol{Cal_{Moyen}}(\mathbf{N},\mathbf{P},\mathbf{t})} \cdot \mathbf{pond}(\mathbf{S},\mathbf{P})$$
$$+ Co\hat{u}t_{Capa}(PREC_N)(S,P))\Big]$$

Where:

- S: the relevant semester (winter or summer)
- P: the time slot considered within the quarter (Peak Hours or Off-Peak Hours)
- N: the year for which the scale is calculated
- Cal_{moyen} (N,P,t): the average calendar of quoted forward products each day t of the period over which the average is calculated, for year N, determined for each P time slot as such:
    - For P = PH

      Arithmetic mean of the daily settlement prices of Calendar Peakload products in year N observed ex-post on EEX French Financial Power Futures on the t settlement days of the period over which the mean is calculated;

    - For P = OPH, the ratio between:
        - the difference between:
            - the total number of hours in year N multiplied by the arithmetic mean of the daily settlement price of calendar baseload products in year N observed ex-post on EEX French Financial Power Futures on the t-rating days of the period over which the mean is calculated;
            - and the number of PH hours in year N multiplied by Cal_{moyen} (N,HT,t).
        - and the number of OPH hours in year N.
- pond (S,P): The weighting of semi-annual settlement prices from an annual settlement price. The weighting of the winter semester settlement prices (respectively summer) is equal to

the mean of the weighting of the quarterly settlement prices Q1 and Q4 (respectively Q2 and Q3), calculated on the basis of the settlement prices of the last 3 years, according to the following formula:

$$\mathbf{pond}(\boldsymbol{Qi}, \mathbf{P}) = \left(\frac{\underset{t\epsilon[1^{er}\ janvier\ N-3\ ;\ 30\ nov\ N-1]}{\boldsymbol{Quarter_{Moyen}}\ (\boldsymbol{Qi}\ , \boldsymbol{P}, \boldsymbol{t})}}{\underset{j\epsilon[1,2,3,4];\ t\epsilon[1^{er}\ janvier\ N-3\ ;\ 30\ nov\ N-1]}{\boldsymbol{Quarter_{Moyen}}\ (\boldsymbol{Qj}\ , \boldsymbol{P}, \boldsymbol{t})}} \right)$$

- Qi: the relevant quarter. The index shows the number of the quarter in the year (Q1 is the quarter from January to March).
- $Quarter_{Moyen}$ (Qi,P,t): the average Quarter of forward products each day t of the period over which the mean is calculated, for the quarter Qi closest to date t, determined for each P range as such:
    - For P = PH

      Arithmetic mean of the daily settlement prices of Quarter Peakload products of the next available quarter Qi observed ex-post on EEX French Financial Power Futures on the t settlement days of the period over which the mean is calculated;

    - For P = OPH, the arithmetic mean over the days of settlements in the period of:
        - Ratios between:
            - the difference between:
                - the total number of hours of quarter Qi multiplied by the daily settlement price of the Quarter Baseload product of the next available quarter Qi observed ex-post on EEX French Financial Power Futures on the t settlement day;
                - and the number of PH hours in the Qi quarter multiplied by quarter (Qi,HT,t).
            - and the number of OPH hours of the Qi quarter.
- $taux_{droit\ ARENH}$: the standardised proportion of off-market electricity ("OME proportion"). It is calculated as the ratio between:
    - an amount of energy calculated, according to the methodology described in the order on the calculation of the price of regulated access to incumbent nuclear electricity in force on the date of publication of the Fixed Scale Excluding Taxes of Remotely-Read Consumption Sites, as the product between:
        - The 1 January gate closure coefficient of the year of validity of the Fixed Scale Excluding Taxes of Remotely-Read Consumption Sites;
        - the average power of the NTR consumption over the reference period defined in this order for the year of validity of the Fixed Scale Excluding Taxes of Remotely-Read Consumption Sites multiplied by the number of hours in the NTR consumption year.
    - total energy of the NTR consumption. One year of reference remotely-read national consumption ("NTR consumption") is defined as the series of hourly average powers consumed by remotely-read consumers within the meaning of Section 2 of the MA-RE Terms and Conditions in force in metropolitan France between 1 November of the year preceding by two years the year of validity of the Fixed Scale Excluding Taxes of Remotely-Read Consumption Sites and 31 October of the year preceding the year of

validity of the Fixed Scale Excluding Taxes of Remotely-Read Consumption Sites. RTE calculates these hourly powers on the basis of the most recent data available to RTE.

- $\boldsymbol{prix_{ARENH}}$: The off-market Reference Price is equal to the average for the N and N-1 years, electricity prices transferred by Electricité de France to suppliers of end-users on the continental metropolitan territory or system operators for their losses pursuant to Article 1 of Law No 2010-1488 of 7 December 2010.

- $\boldsymbol{taux_{écrêtement}}$: the capping rate of ARENH rights, published by the CRE at least thirty (30) days before the beginning of each year N in accordance with Article R336-19 of the French Energy Code. A rate of 0% corresponds to no capping.
- $\boldsymbol{d_e}$: date of public notification by the CRE of the capping rate of ARENH rights for year N in accordance with Article R336-20 of the French Energy Code.
- $Coût_{Capa}\,(prix_C)(\mathrm{S},\mathrm{P}) = \left(si\ \left[S = Hiver\right]\ alors\ \frac{Obligation_{capacité}}{EnergiePlage_{NTR}}\right)(P)\cdot\ prix_C$
- With $prix_C$:

  - $prix_{capa} = \underset{t\epsilon[1^{er}\ jan\ N-2\ -\ 31\ déc\ N-1]}{moyenne}\ Enchères\ Capacité_t\ (N)$

  - ISP $_N$: Capacity Imbalance Settlement Price for year N as defined by the Capacity Mechanism

- $Obligation_{capacity}$ (P): obligation of the remotely-read sites. This is the mean power of the remotely-read portfolio observed during PP1 days on the time slots [8h; 15h[U [18h; 20h[for the Peak substation and on the time slot [7h; 8h[for the off-Peak substation: a weighting of PP1 days per month is used, as defined in paragraph B.2.5.1 of the Capacity Mechanism Terms and Conditions;

- $EnergiePlage_{NTR}$(P): Total energy consumption per substation of remotely-read sites over Q1 and Q4 quarters.

10.3 Distribution of Volumes Achieved at the scale of the DRE for the calculation of the payment

For the whole of this Article, we note:

- $\{Sites_{MRC}\}_{RE=RE_i;F=F_f;B=B_b}$ All of the Consumption Sites on the Regulated Model or Contractual Model of a DRE attached to the BRP RE_i, having the Supplier F_f and the Fixed Scale B_b;

- $Site_{MC}$(i) the Consumption Site on the Corrected Model i;

- V_R(x) is the Achieved Volume at the scale of the subset x of the DRE. It shall be calculated by strictly applying, in the above-mentioned subset x, the method of Certification described in Article 7.

- EDE : DRE

- RE : balancing responsible party

10.3.1 Calculation for a Remotely-Read DRE

10.3.1.1 Consumption Sites on the Corrected Model

For each Half-Hourly Interval, the Achieved Volume assigned to each Consumption Sites using the Corrected Model is equal to:

$$\frac{V_R\left(\text{Site}_{MC}(s)\right)}{\sum_j V_R\left(\{\text{Sites}_{MRC}\}_{RE=RE_j}\right)+\sum_k V_R\left(\text{Site}_{MC}(k)\right)}\times V_R(EDE)$$

10.3.1.2 Consumption Sites using the Regulated or Contractual Model

For each Half-Hourly Interval, the Achieved Volume assigned to Supplier F_f and at Fixed Scale B_b for the Consumption Sites using the Regulated or Contractual Model of the DRE is equal to:

$$\sum_i\left[\frac{V_R\left(\{\text{Sites}_{MRC}\}_{RE=RE_i\,;\,F=F_f\,;\,B=B_b}\right)}{\sum_l\sum_m V_R\left(\{\text{Sites}_{MRC}\}_{RE=RE_i\,;\,F=F_l\,;B=B_m}\right)}\times\frac{V_R\left(\{\text{Sites}_{MRC}\}_{RE=RE_i}\right)}{\sum_j V_R\left(\{\text{Sites}_{MRC}\}_{RE=RE_j}\right)+\sum_k V_R\left(\text{Site}_{MC}(k)\right)}\right]V_R(EDE)$$

For the purposes of the calculation, a single fictitious Fixed Scale is allocated to the Remotely-Read Consumption Sites on the Contractual model with the same Supplier.

10.3.2 Calculation for a profiled DRE

For each Half-Hourly Interval, the Achieved Load-Reduction Volume allocated to the Consumption Sites of a DRE associated with the Payment Model M_M, with Supplier F_f and at the Fixed Scale B_b is equal to the product, rounded to kWh, (i) of the Achieved Load-Reduction Volume on the Half-Hourly Interval concerned, and (ii) the Distribution Key for the Payment Model $M_{M,}$ the Supplier F_f and the Fixed Scale B_b defined in Article 5.5.4.

10.3.3 Set of rules for sending the Achieved Volume for the PDS Consumption Sites using the Corrected Model

RTE shall forward, no later than 23:59 on the Tuesday of week W+2, to the DSO concerned and for each Consumption Site on the Corrected Model connected to the PDS, the Half-Hourly Interval Time Series of the Achieved Load-Reduction Volume and the Achieved Shifted Load Volume allocated to the Site during Month M, calculated in accordance with Article 10.3.1.1.

Until a Date F which will be Notified to the Market Participants, the terms of the following paragraph shall replace those of the preceding paragraph.

At the latest five (5) Business Days before the end of Month M+1, RTE transmits to the DSO concerned and for each Consumption Site on the Corrected Model connected to the PDS, the Half-Hourly Interval Time Series of the Achieved Load-Reduction Volume and the Achieved Shifted Load Volume allocated to the Site during Month M calculated in accordance with Article 10.3.1.1.

10.4 Payment due to the Suppliers of load-reduced Consumption Sites

10.4.1 Provisions concerning Consumption Sites on the Regulated Model

10.4.1.1 Tax and accounting treatment

Under the tax rules, the payment due to Electricity Suppliers from the load reduced Consumption Sites constitutes the compensation for an electricity supply. The payment is collected and sent taking into account the reverse charge of the VAT provided for in Article 283.2 d of the 2nd paragraph of the French General Tax Code.

A special Collection and Payment Fund account is opened by RTE in its entries. This account records and centralises the financial flows between Demand Response Aggregators and Electricity Suppliers relating to the payment referred to in this Article, with the exception of those resulting from the Retained Load-Reduction/Retained Shifted Load Schedules carried out at the Consumption Sites with the Corrected Model as payment model and on the Consumption Sites with Contractual Model as payment model.

The amounts collected from the Demand Response Aggregators on the Collection and Payment Fund are not the property of RTE.

RTE ensures the administrative, accounting and financial management of this account in accordance with the accounting rules. In particular, it is responsible for invoicing and collecting payment from Demand Response Aggregators, payment from Electricity Suppliers, and identifying any payment defaults. The financial flows collected and paid by RTE under this Article shall be accounted for in RTE's expenses and revenues according to their nature.

10.4.1.2 Conditions for exchange of financial flows

Financial flows are plotted and recorded in a dedicated account in RTE's accounting, known as the Collection and Payment Fund. The funds collected from the Demand Response Aggregators are paid by RTE to the Electricity Suppliers after receipt from the Demand Response Aggregators, RTE acting as an opaque agent.

RTE has implemented a system for monitoring Demand Response Aggregator's financial balance sheets and financial security.

10.4.1.2.1 Amounts due by the Demand Response Aggregator under the Retained Load Reduction Schedules and Retained Shifted Load Schedules

The estimation of the amounts owed exclusive of tax by the Demand Response Aggregator to the Suppliers of load reduced Consumption Sites is made every Business Day D of Month M taking into account the Retained Load-Reduction Schedules and Retained Shifted Load Schedules until D-1 for the Days of the Calendar Month M, as well as for all the Days of the Calendar Month M-1 if the Day D precedes the 19th Business Day of the Calendar Month M.

10.4.1.2.2 Amounts due by the Demand Response Aggregator under the Achieved Load Reduction and Shifted Load Time Series

The amounts due exclusive of tax by the Demand Response Aggregator to the Suppliers of the load reduced Consumption Sites for the Achieved Load Reduction Time Series and Achieved Shifted Load Time Series during the Calendar Month M are determined on the 19th Business Day of the Calendar Month M+1.

On the 20th Business Day of the Calendar Month M+1, the final data for establishing the invoicing of Calendar Month M shall be made available to the Demand Response Aggregator and taken into account in the latter's financial balance sheet.

10.4.1.3 Calculation of amounts due under the Achieved Load Reduction and Shifted Load Time Series

For each month M and each DRE, the amount of the payment due by the Demand Response Aggregator to the Supplier of the load reduced Consumption Sites under the Regulated Model is equal to the difference between:

- the sum, over all the Half-Hourly Intervals of Month M and the Fixed Scales B_b, of the product (i) of the Achieved Load-Reduction Volume of the DRE assigned to Supplier F_f and the Fixed Scale B_b of the Half-Hourly Interval, calculated in accordance with 10.3, and (ii) the value of the Fixed Scale B_b for the Half-Hourly Interval.

- the sum, over all the Half-Hourly Intervals of Month M and the Fixed Scales Bb, of the product (i) of the Achieved Shifted Load Volume of the DRE assigned to Supplier Ff and the Fixed Scale Bb of the Half-Hourly Interval, calculated in accordance with 10.3, and (ii) the value of the Fixed Scale Bb for the Half-Hourly Interval.

10.4.1.4 Payments of Demand Response Aggregators

Demand Response Aggregators can make payments, taken into account in the calculation of their financial balance sheet, by bank transfer, following the format described in the NEBEF IS Terms and Conditions.

These advance payments are tax-equivalent to instalments. As a result, the instalments paid fall within the scope of VAT. the VAT must be reverse charged by the Demand Response Aggregator when the advance payment is made. Advance payments to the Collection and Payment Fund are made by the Demand Response Aggregator during the Calendar Month M for payments concerning Calendar Month M, on the valid value date.

10.4.1.5 Invoicing of payments associated with Achieved Load Reduction and Achieved Shifted Load Time Series

Collection of payments from the Demand Response Aggregator on the basis of Achieved Load Reduction and Achieved Shifted Load Time Series during the Calendar Month M is made on the fourth (4) Business Day of the Calendar Month M+2.

RTE draws up an invoice for the instalments already paid in the case of advance payment of the Demand Response Aggregator.

RTE calculates the amount corresponding to the sums owed for the Achieved Load Reduction and Shifted Load Time Series for the Calendar Month M, as defined in Article 10.4.1.3. When this amount is positive, RTE will invoice the Demand Response Aggregator this amount, deducting where necessary, (i) the instalments already paid by the Demand Response Aggregator on the Collection and Payment Fund (ii) the amounts corresponding to the sums owed under the Achieved Load Reduction and Shifted Load Time Series for the Calendar Months prior to M for which these amounts are negative and have not already been taken into account in an invoice issued by RTE. This invoicing respects the terms and conditions for the reverse charge of the VAT provided for in Article 283.2 d of the 2nd paragraph of the French General Tax Code. When the amount corresponding to the sums owed for the Achieved Load Reduction and Shifted Load Time Series for the Calendar Month M is negative, RTE does not issue an invoice and Notifies the Demand Response Aggregator of the amount.

The Demand Response Aggregator shall settle the invoice in accordance with the terms and time limits described in Article 11.

if RTE discovers that a Demand Response Aggregator has been overcharged, this amount is paid back to it following the procedures and deadlines described in Article 11.

10.4.1.6 Financial Security

A financial security mechanism, based on Bank Guarantees, is implemented for Demand Response Aggregators under these Terms and Conditions.

Any Demand Response Aggregator with Consumption Sites on the Regulated Model in its Perimeter may submit to RTE a Bank Guarantee issued by a credit institution within the meaning of articles L 511-5 and L 511-6 of the French Monetary and Financial Code.

10.4.1.6.1 Financial balance sheet of the amounts due by the Demand Response Aggregator to the Suppliers of load-reduced Consumption Sites.

Each Business Day D, RTE prepares a financial balance sheet of the amounts due by the Demand Response Aggregator to the Suppliers of the load-reduced Consumption Sites. This financial balance sheet takes into account:

- advance payments made by the Demand Response Aggregator under Article 10.4.1.7;
- the amounts due by the Demand Response Aggregator for the invoices issued by RTE to the Demand Response Aggregator and not yet settled, in accordance with Article 10.4.1.5;
- an estimate of the amounts due by the Demand Response Aggregator for the payment, based on the Retained Load-Reduction Schedules and the Retained Shifted Load Schedules for months M for which the invoices relating to the payment were not issued by RTE, and calculated as follows: .

$$\sum_{\substack{PDH\ du\ (des)\\ mois\ M\\ non\ facturé(s)}} \sum_{EDE} \sum_{\substack{Barèmes\\ Forfaitaires\ BF}} \sum_{Fournisseurs\ F} \left[V_{Eff.D}(EDE,\ PDH) - V_{Rep.\ D}(EDE, PDH)\right]$$
$$\times \text{Clé Répartition}_{[\text{Régulé},B_{BF},F_F],\text{EDE}} \times B_{BF,PDH}$$

Where:

- EDE (Entité D'Effacement) = DRE (Demand Response Entity)
- PDH: Half-Hourly Interval of the Months for which the invoice for the payment has not been issued
- $V_{Eff.\ D}$(*EDE, PDH*) the energy volume corresponding to the Retained Load Reduction Schedule selected for the DRE on the Half-Hourly Interval PDH;
- $V_{Rep.\ D}$(*EDE, PDH*) the energy volume corresponding to the Retained Shifted Load Schedule selected for the DRE on the Half-Hourly Interval;
- $\text{Clé Répartition}_{[\text{Régulé},B_{BF},F_F],\text{EDE}}$ the value of the DRE Distribution Key for the Regulated Payment Model, the Electricity Supplier F_f and the Fixed Scale B_b, as defined in Article 5.5.4.
- $B_{BF,PDH}$ The value of the Fixed Scale on the Half-Hourly Interval;

10.4.1.6.2 Financial security rules for a Demand Response Aggregator that has no Bank Guarantee

If there is no Bank Guarantee, the authorised outstanding debt is equal to zero (0).

10.4.1.6.2.1 Consequences of exceeding the authorised outstanding debt

When the financial balance sheet prepared by RTE under Article 10.4.1.6.1 is greater than zero (0), RTE may suspend the Participation Agreement of the Demand Response Aggregator in accordance with Article 3.2. RTE then gives the Demand Response Aggregator formal notice to proceed with an

advance payment to the Collection and Payment Fund within a period of ten (10) Days and to obtain a Bank Guarantee within a period of one (1) Month.

10.4.1.6.2.2 Payment default of sums due by the Demand Response Aggregator

In the event of failure to pay all or part of the amounts owed by the Demand Response Aggregator to the Suppliers of the load-reduced Consumption Sites, RTE may suspend the Participation Agreement of the Demand Response Aggregator under the conditions laid down in Article 3.2.

RTE sends the Demand Response Aggregator formal notice by registered mail or electronic means with acknowledgement of receipt, to proceed with the payment of the outstanding amounts within a period of ten (10) Days following the date of receipt.

If the Demand Response Aggregator has not made the payments referred to in the official notice by the abovementioned period, RTE may terminate the Participation Agreement of the Demand Response Aggregator.

10.4.1.6.3 Financial security rules for a Demand Response Aggregator with a Bank Guarantee

10.4.1.6.3.1 Characteristics of the Bank Guarantee

The Bank Guarantee must comply with the provisions of these Terms and Conditions and with the Bank Guarantee model in Annexe 2.

The bank guarantee must be issued by a credit institution known to be solvent, i.e.: respecting the rating criteria given below, domiciled in a Member State of the European Union, in Switzerland or in Norway.

The credit institution must not be the Demand Response Aggregator itself and must not audit the latter or be audited by it within the meaning of article L. 233-3 of the French Commercial Code.

The Bank Guarantee must be issued by a credit institution whose long term credit rating obtained from an international ratings body is at least [BBB+](Standard & Poor's or Fitch Ratings) or [Baa1] (Moody's). When a banking institution is rated by several rating agencies, all its ratings must be consistent with the above criterion.

The Bank Guarantee is issued by a credit institution for a period of validity of at least one (1) year.

The Demand Response Aggregator may submit a Bank Guarantee, the amount of which is consistent with one of the amounts specified in the table below.

The amount of the Bank guarantee submitted to RTE determines the amount of outstanding debt authorised by the Demand Response Aggregator, under the conditions laid down in the table below.

Amount of the bank guarantee in euros (€)	Outstanding amounts authorised in euros (€)
1000	1000
5000	5000
10 000	10 000
50 000	50 000
100 000	100 000

200 000	200 000
300 000	300 000

10.4.1.6.3.2 Duration and renewal of the Bank Guarantee

RTE Notifies the Demand Response Aggregator of the Bank Guarantee expiry date no later than four (4) Months ahead of time.

No later than three (3) Months before the Bank Guarantee expiry date, the Demand Response Aggregator may Notify RTE of a new Bank Guarantee, the amount of which is consistent with one of those specified in Article 10.4.1.6.3.1.

The date of entry into force of the new Bank Guarantee must correspond to the date of expiry of the previous Bank Guarantee.

Failing receipt by RTE of a new Bank Guarantee within the above time limit, the authorised outstanding debt for the Demand Response Aggregator is equal to zero (0) from the date of expiry of the Bank Guarantee.

10.4.1.6.4 Revision of the amount of the Bank Guarantee

10.4.1.6.4.1 On the Demand Response Aggregator's initiative

If no Bank Guarantee revision has been requested by RTE within the last twelve (12) Months preceding Month M, the Demand Response Aggregator may at any time take the initiative to revise the amount of its Bank Guarantee. The Demand Response Aggregator shall then Notify RTE, by registered letter or electronic means with acknowledgement of receipt, of a new Bank Guarantee which will take effect at the earliest five (5) Business Days after receipt by RTE.

In the other case, i.e. when the Bank Guarantee of the Demand Response Aggregator has been revised at the request of RTE, the Demand Response Aggregator must wait twelve (12) Months from the date of revision to request to reduce the amount of its Bank Guarantee with RTE.

10.4.1.6.4.2 At the initiative of RTE

The amount of the Bank Guarantee may be revised by RTE in the following cases:

- when the financial balance sheet prepared by RTE under Article 10.4.1.6.1 is higher than the amount of the Bank Guarantee. In this case, RTE may suspend the Participation Agreement of the Demand Response Aggregator in accordance with Article 3.2. RTE then gives the Demand Response Aggregator formal notice to proceed with an advance payment to the Collection and Payment Fund within a period of ten (10) Days and to re-evaluate its Bank Guarantee within a period of one (1) Month;

- if the Bank Guarantee has been invoked by RTE or if RTE has found, over one Rolling Year, two (2) Payment Defaults having given rise to formal notice to pay by registered letter or electronic means with acknowledgement of receipt. In this case, RTE may give the Demand Response Aggregator formal notice, within a period of one (1) Month, to Notify a new Bank Guarantee in the amount consistent with the Bank Guarantees defined in Article 10.4.1.6.3.1 and covering the maximum amount between the Bank Guarantee invoked and the sum of the amounts due under the invoices issued by RTE for which a Payment Default has occurred and not having been settled by the aforementioned date of official notice;

- If, during implementation of the Participation Agreement, the long-term credit rating of the credit institution having issued the Bank Guarantee becomes less than [BBB+] (Standard &

Poor's or Fitch Ratings) or [Baa1] (Moody's), RTE may give the Demand Response Aggregator formal notice to provide it with a new Bank Guarantee in accordance with the criteria defined above within a period of one (1) Month from the date of receipt of the official notice.

10.4.1.6.5 Bank Guarantee Request

In the event of non-payment of all or part of an invoice or any payment due by RTE, RTE shall suspend the Participation Agreement of the Demand Response Aggregator in accordance with Article 3.2.

RTE sends the Demand Response Aggregator formal notice by registered mail or electronic means with acknowledgement of receipt, to proceed with the payment of the outstanding amounts within a period of ten (10) Working Days following the date of receipt.

If the Demand Response Aggregator has not made the payments referred to in the official notice by the abovementioned period, RTE will invoke the Bank Guarantee of the Demand Response Aggregator by means of the letter model in Annexe 3.

No later than ten (10) Business Days after the Bank Guarantee has been invoked, the Demand Response Aggregator Notifies RTE of the new Bank Guarantee in accordance with the provisions laid down in Article10.4.1.6.3.

Failing this, RTE may suspend the Participation Agreement of the Demand Response Aggregator under the conditions stated in Article 3.3.

10.4.1.6.6 Return

If the Demand Response Aggregator terminates the Participation Agreement, RTE shall return the original copy of the Bank Guarantee within fifteen (15) Days following payment of the balance of the amounts due by the Demand Response Aggregator to RTE.

10.4.1.7 Collecting payments from Demand Response Aggregators

Payments (exclusive of tax) from Demand Response Aggregators are collected according to the following procedure:

- The Demand Response Aggregator may make advance payments, of a free amount, during the Calendar Month M for payments for the Calendar Month M, on the valid value date. These advance payments are made by bank transfer according to the formal procedure outlined in the IS Terms and Conditions, and are paid to the Collection and Payment Fund for which the bank details are specified in the Participation Agreement;
- at the latest on the twentieth (20th) Business Day of the M+1 Calendar Month, RTE Notifies the Demand Response Aggregator, for Consumption Sites on the Regulated Model, the energy volumes allocated per Fixed Scale, per Half-Hourly Interval and per DRE;
- at the latest the 4th Business Day of Month M+2, RTE invoices the of the Demand Response Aggregator the amount corresponding to the payment made in accordance with Article 10.4.1.5 by deducting the amounts excluding taxes already paid in respect of advance payments to the Collection and Payment Fund account as mentioned above;
- The Demand Response Aggregator settles the invoice within five (5) calendar days following its date of issuance;
- if RTE discovers that a Demand Response Aggregator has been overcharged, this amount is paid back to it following the procedures and deadlines described in Article 11;

- the funds collected in the Collection and Payment Fund are held by RTE up until their payment to the Electricity Suppliers in accordance with Article 10.4.1.8.

10.4.1.8 Payment of the sums collected by RTE to Electricity Suppliers

The sums actually collected under Article 10.4.1.5 are paid to the Electricity Supplier whose Consumption Sites had load reductions during the Calendar Month M.

The payment of the sums collected is made on the basis of the invoice issued by RTE in the name and on behalf of the Electricity Suppliers concerned no later than the twentieth (20) Business Day of the M+2 Calendar Month, following the procedures and deadlines described in Article 11 and 0.

In the event the Demand Response Aggregator fails to make the payment of the sums, the deadlines mentioned above cannot be respected by RTE.

RTE cannot in any case be held liable for the non-payment by the Demand Response Aggregator of the sums mentioned above.

10.4.1.9 Payment to Electricity Suppliers in the event of failure to pay by a Demand Response Aggregator

In the event of payment default by the Demand Response Aggregator of the amounts referred to in Article 10.4.1.5 within the time limits mentioned in the same article, RTE is not obliged to proceed with payments of these sums to the Electricity Suppliers by the deadlines provided for in Article 10.4.1.8.

The total amount of the sums not paid by a Demand Response Aggregator for a Calendar Month M is borne by the Electricity Suppliers concerned. This amount shall be allocated among the said Electricity Suppliers on a pro rata basis to the load reduced volumes according to the Achieved Load-Reduction Time Series for the Calendar Month M.

The sums later recovered by RTE where relevant, under the provisions of Article 11.2.2 are paid to the Electricity Suppliers, following the same distribution as that specified above, as soon as they are available on the dedicated account.

RTE suspends the Participation Agreement of the Demand Response Aggregator under the conditions stated in Article 3.2.

The suspension of the Participation Agreement of the Demand Response Aggregator leads to the full application by RTE of the Article.

In the event of termination of the Participation Agreement of the Demand Response Aggregator by RTE, following payment default of the full amounts mentioned in the formal notice within the time limits set in the formal notice, RTE shall communicate to the Electricity Suppliers concerned, the identity of the defaulting Demand Response Aggregator and the amounts owed by the Demand Response Aggregator to the latter under the NEBEF Terms and Conditions.

However, RTE will make every effort to take into account, in the invoice issued for the Calendar Month M, any payments of Demand Response Aggregators which, although made outside of the deadlines, would have been received by RTE prior to the issuance of the invoice.

When invoking the Bank Guarantee referred to in Article 10.4.1.6.5 does not cover all of the payment default, RTE transmits, to the Electricity Suppliers concerned and making the request, the identity of the defaulting Demand Response Aggregator as well as the sum of money it owes to those Suppliers under these Term and Conditions.

10.4.1.10 Remuneration

Under the NEBEF Terms and Conditions, amounts paid by a Demand Response Aggregator to the dedicated NEBEF account are paid at the EONIA rate when they remain for more than four (4) Calendar Months in the dedicated NEBEF account.

10.4.1.11 Overpayment clearance

Every twelve (12) Calendar Months after the approval of the NEBEF Terms and Conditions, RTE shall, where necessary, carry out the clearance of the dedicated NEBEF account. The sums, which are not the property of RTE, are paid to the Demand Response Aggregators, minus the overpayment by the Demand Response Aggregators on a pro rata basis to the load reduced volumes on their supply perimeter in the Achieved Load-Reduction Time Series of Profiled and Remotely-Read Demand Response Entities.

10.4.2 Specific provisions concerning Consumption Sites using the Corrected Model

For Consumption Sites using the Corrected Model, the payment due to the Suppliers of the Consumption Sites is borne in full by the Consumption Site on behalf of the Demand Response Aggregator based on the Achieved Load-Reduction Volumes allocated to each Consumption Site using the Corrected Model according to the terms described in Article 10.3.1.1.

The amount of the payment reflects the supply share of the procurement price of the existing supply contract between the Consumption Site and its Electricity Supplier.

The financial flows between the Consumption Site and the Demand Response Aggregator are subject to contractual freedom between the parties. These flows and the consequences of a Consumption Site's failure to pay the Electricity Supplier are not described in these Terms and Conditions.

These specific provisions result in the correction of the load curves of the relevant Consumption Sites, in accordance with the process of determining the Adjusted Consumption described in Section 2 of the MA-RE Terms and Conditions.

10.4.3 Specific provisions concerning Consumption Sites using the Contractual Model

For Consumption Sites using the Contractual Model, RTE Notifies the Supplier concerned of the energy volumes allocated to the Consumption Sites using the Contractual Model and calculated in accordance with Article 7.3.1.

Remuneration of load reductions performed from Consumption Sites using the Contractual Model is done according to a price determined in the contract binding the Demand Response Aggregator and the Supplier of the Sites.

The financial flows between the Demand Response Aggregator and the Supplier of the Site are subject to contractual freedom and are not described in the present Terms and Conditions. The consequences of payment default of the Demand Response Aggregator to the Electricity Supplier of the Sites concerned are not described in these Terms and Conditions.

11. FINANCIAL PROVISIONS

11.1 Payment cases

11.1.1 Invoice associated with the payment

In accordance with Article 10, two energy sales invoicing flows must be distinguished: one consisting of the invoicing of the Demand Response Aggregator by RTE, the other consisting of the invoicing of RTE by the Electricity Supplier, in view of the elements previously transmitted by RTE according to the provisions described in Article 7.3.5.

An automatic invoicing mandate is concluded between RTE and the Electricity Suppliers concerned, in order to enable RTE to invoice automatically on behalf of the Electricity Suppliers concerned in accordance with 0.

11.1.2 Invoicing of fees relating to Qualification

RTE invoices each Demand Response Aggregator subject to an initial, follow-up or supplementary qualification procedure, the fees associated with the qualification procedure which are, in accordance with Article 8.9 and 9.1.8, the responsibility of the Demand Response Aggregator, in accordance with the following terms and conditions defined in Article 11.2.

11.1.3 Invoicing

11.1.3.1 Billing address

Concerning the Demand Response Aggregator, RTE sends the invoices to the billing address stated in the Participation Agreement.

Concerning the Electricity Supplier, RTE sends the invoices to the billing address mentioned in Annexe 8.

Both the Demand Response Aggregator and the Electricity Supplier can Notify RTE of their change of billing address at any time.

11.1.3.2 Invoice issuance date

Invoices issued by RTE, relating to Article 11.1.1, for Calendar Month M, shall be sent to the Demand Response Aggregator no later than the fourth (4) Business Day of the Calendar Month M+2.

Invoices issued by RTE on behalf of the Electricity Suppliers concerned, relating to Article 11.1.1, for the Calendar Month M, shall be sent to them no later than the twentieth (20th) Business Day of the Calendar Month M+2.

Invoices issued by RTE, relating to Article 11.1.2, are sent to the Demand Response Aggregator within the following deadlines:

- for initial qualification and follow-up procedures
    - A down payment invoice, amounting to 50% of the estimated costs of the procedure, shall be sent by RTE to the Demand Response Aggregator within ten (10) Business Days following the date of Notification of the request for qualification by the Demand Response Aggregator,
    - an invoice of an amount corresponding to the balance of the costs related to the procedure shall be sent by RTE to the Demand Response Aggregator within thirty

(30) Business Days following RTE's Notification of the decision to grant or refuse the status of Qualified Demand Response Aggregator for the Profiled Consumer.

- for additional audits, an invoice for an amount corresponding to the costs of the additional audit shall be sent by RTE to the Demand Response Aggregator within thirty (30) Business Days following the end Date of the additional audit.

11.1.4 Invoice disputes

Any dispute on the part of the Demand Response Aggregator to RTE concerning an invoice must be Notified within thirty (30) Days from the date of receipt of the invoice. Any dispute Notified after the expiry of this period shall be considered inadmissible.

The Notification of a dispute to RTE does not remove the obligation to pay the amounts owed.

RTE undertakes to deal with the dispute as soon as possible and within a maximum of two (2) Calendar Months from the date of receipt of the dispute.

11.2 Payment terms

11.2.1 Invoice payment terms and deadlines

11.2.1.1 Settlement by RTE

RTE shall pay the invoices of the Electricity Suppliers which it issues within fifteen (15) Days of their date of issuance. The payment of any invoice shall be made by bank transfer to the bank details of the Electricity Supplier specified in Annexe 8.

RTE shall pay the amount overpaid by Demand Response Aggregators on the basis of the invoices issued by RTE within fifteen (15) Days from the date of issue.

RTE adds the references of the corresponding invoice to each payment.

11.2.1.2 Settlement by the Demand Response Aggregator

The Demand Response Aggregator will pay RTE's invoices under Article 11.1.1 within five (5) Days from their date of issue, and RTE's invoices under Article 11.1.2 within fifteen (15) Days from their date of issue. The payment of any invoice shall be made by bank transfer to the bank details of RTE specified in the Participation Agreement. Bank fees charged by the Demand Response Aggregator's bank are borne by the latter. The Demand Response Aggregator is required to attach the references of the invoice issued by RTE to each payment.

The Demand Response Aggregator must check with its bank that the transfer order for payment of a given invoice states the invoice number. In the case of a SWIFT transfer, the Demand Response Aggregator asks its bank to enter this number in the "Reasons for Payment" field. The absence of this mention or any error on its wording implies a manual identification by RTE of the transfers arriving on its account and authorises it to charge the additional costs incurred.

No discount will be applied in case of early payment.

11.2.2 Failure of a Demand Response Aggregator to pay

11.2.2.1 Late penalties

In the event of failure to pay the full sums owed by the deadline for payment, 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 ten (10 percentage) points. These penalties are on the total amount of the debt (amount of the invoice including taxes). They are calculated from the due date up to the date of actual payment of the invoice. In accordance with article L. 441-10 of the French Commercial Code, a lump sum for recovery costs is added to these penalties, amounting to forty (40) Euros excluding taxes (Decree no. 2012-1115 establishing the amount of the lump sum for recovery costs in commercial transactions).

In addition, in accordance with aforementioned article L. 441-10, additional compensation may be requested by RTE when the recovery costs are higher than the amount of this lump sum payment.

11.2.2.2 Consequences of payment default

Any failure by the Demand Response Aggregator to pay the invoices issued by RTE in the context of Articles 11.1.1, and 11.1.2 shall result in the suspension of the Agreement for the participation of the Demand Response Aggregator, in accordance with Article 3.2.

12. FEEDBACK AND TRANSPARENCY

12.1 Purpose and timing of the feedback

In order to account for the contribution of these provisions to the objectives set out in Articles L. 100-1, L. 100-2, L. 271-1 and L. 321-15-1 of the French Energy Code, an observatory for the load reduction in energy markets is set up within the CURTE Market Access Commission.

As such, and every year after the entry into force of the NEBEF Terms and Conditions, RTE establishes a feedback session of experience (hereinafter annual feedback) covering, in general, the economic, technical, operational and contractual conditions relating to the implementation of load reductions on energy markets. The annual feedback includes analyses of the composition of DREs, the level of participation in the mechanism, the payment, and the certification of load reductions.

It is established with the assistance of Distribution System Operators to which Consumption Sites active under these NEBEF Terms and Conditions are connected, of suppliers of these Consumption Sites, representative of the Consumption Sites concerned, and of Demand Response Aggregators.

Distribution System Operators can put forward analyses to RTE that they wish to have incorporated into the annual NEBEF REX. RTE can integrate these analyses if they contribute to the objectives of the REX, and if they demonstrate full transparency, concerning the data and methods used, on the part of the Distribution System Operator.

The annual REX for year Y is presented in the context of the "Demand Response Participation in Energy Markets" working group and then in the CAM plenary session. It shall be formally transmitted to the CRE before fifteen (15) June of year Y+1.

12.2 Data needed to build the feedback

The data and analyses necessary for the establishment of the annual feedback session shall be transmitted to RTE no later than three (3) Calendar Months before the deadline for transmission to the CRE, i.e. no later than fifteen (15) March of year Y+1 for year Y.

The data and analyses necessary for the preparation of the progress report on the load reduction check methods are transmitted monthly to RTE by the market participants concerned.

The nature of the load reduced usages are transmitted by the Demand Response Aggregator to RTE, every three (3) Calendar Months from the creation of the first DRE in its Load Reduction Perimeter and no later than 14:00 on the last Friday of the Calendar Months concerned.

Technical studies on rebound, load transfer and potential measures taken by the Demand Response Aggregator to smooth it, where they exist, are transmitted by the Demand Response Aggregator to RTE, no later than three (3) Calendar Months before the deadline for transmission to the CRE, no later than the fifteenth (15th) of March of year Y+1 for year Y.

When the control panel notion is defined, the 10-Minute Interval Load Curves of consumptions without load reduction from this control panel representative of the load reduced Profiled Consumption Sites of Week W, corresponding to the period between Saturday 00:00 and Friday 24:00, are transmitted by the Distribution System Operator to RTE no later than Friday 14:00 of week W+4, in accordance with the NEBEF IS Terms and Conditions.

When the control panel notion is defined, the 10-Minute Interval Load Curves of consumptions without load reduction from this control panel representative of the load reduced Profiled Consumption Sites of Week W, corresponding to the period between Saturday 00:00 and Friday 24:00, are transmitted by the Demand Response Aggregator to RTE no later than Friday 14:00 of week W+4, in accordance with the NEBEF IS Terms and Conditions.

Data provided for in the NEBEF Terms and Conditions	Provided by	Forwarded to	Reference article
Reference of the System Operators of the Consumption Sites	DRO	SO concerned	5.5.2.1 and 5.5.2.2
Name of the EU attachment DRE	DRO	SO concerned	5.5.2.1 and 5.5.2.2
Impact Factor by Delivery Point Substation	DSO	RTE.	5.4
Maximum Demand Response Capacity of a Consumption Site	DRO	SO concerned	5.5.2.1 and 5.5.2.2
Maximum Demand Response Capacity of a Consumption Site	DSO	RTE.	5.5.2.1 and 5.5.2.2
Maximum Demand Response Capacity of a Demand Response Entity	DRO	RTE.	5.5.1
Subscribed power per Consumption Site	DSO	RTE.	5.5.2.1 and 5.5.2.2
Purpose of consumption measure of Profiled Consumption Sites	DRO	DSO	5.5.2.2
Purpose of measuring consumption of Profiled Consumption Sites	DSO	RTE.	5.5.2.2
Information on Consumption Sites that belong to BEs at the same time	DRO	SO concerned	5.5.2.1 and 5.5.2.2
Information on Consumption Sites that belong to BEs at the same time	SO concerned	RTE.	5.5.2.1 and 5.5.2.2
Load Curves at the Half-Hourly Interval of consumptions achieved per Remotely-Read Consumption Site.	DSO	RTE.	7.1.3.1
Load Curves at the Half-Hourly Interval of consumptions achieved per Profiled Consumption Site.	DRO	RTE.	7.1.3.2.2.2
Load Curves at the Half-Hourly Interval established per Profiled Consumption Site for Profiled Consumption Sites participating in the NEBEF Terms and Conditions and equipped with Remotely-Read Load Curve Metering Installations	DSO	RTE.	7.1.3.2.2.1

Data required for the annual NEBEF REX	Provided by	Forwarded to	Reference article
Nature of load reduced usages by the Demand Response Aggregator	DRO	RTE.	12.2
Technical studies on rebound (volumetry, %, temporal distribution) and any measures taken by the Demand Response Aggregator to smooth it	DRO	RTE.	12.2
Technical studies on the shifted load (volumetry, %, temporal distribution) and any measures taken by the Demand Response Aggregator to smooth it	DRO	RTE.	12.2

Load Curves at 10-Minute Intervals of Profiled Consumption Site consumptions achieved per Profiled Consumption Site.	DRO	RTE.	7.2.2.2.1

12.3 Transparency

The information listed in the table below is public and accessible on the RTE website:

Information	Publication
List of Demand Response Aggregators qualified for the profiled consumer per the NEBEF Terms and Conditions	Monthly, during the Calendar Month M, for the Calendar Month M+1
List of Demand Response Aggregators qualified for experimentation on submetering under the NEBEF Terms and Conditions	Monthly, during the Calendar Month M, for the Calendar Month M+1
List of Demand Response Aggregators with Technical Approval	Monthly, during the Calendar Month M, for the Calendar Month M+1
EIC codes of Demand Response Aggregators	Monthly, during the Calendar Month M, for the Calendar Month M+1
List of signed test protocols, the names of the methods being tested and the market players involved	Monthly, during the Calendar Month M, for the Calendar Month M+1
List of signed test protocols, the names of the methods to be tested, and the market players involved	Monthly, during the Calendar Month M, for the Calendar Month M+1
Retained Load-Reduction Schedules and Retained Shifted Load Schedules, all Demand Response Aggregators, aggregated to the level of France	Day-ahead D-1 for Day D
Achieved Load-Reduction Time Series and Achieved Shifted Load Time Series, all Demand Response Aggregators, aggregated on the France level	Monthly, in M+2 for the Calendar Month M
Reliability indicators of load reductions at activation by market participants for the previous year	Annually, in the last quarter of each year
Fixed Scale Excluding Taxes of the Profiled Consumption Sites in Base rate option	On the effective date of the Regulated Sales Tariffs
Fixed Scale Excluding Taxes of the Profiled Consumption Sites in non-Base rate option	On the effective date of the Regulated Sales Tariffs
Fixed Scale Excluding Taxes of Remotely-Read Consumption Sites in Base rate option	Annually, Y for year Y+1, or at the request of the CRE during the year

The Load Reduction Perimeter of Demand Response Aggregators are communicated by RTE to the CRE upon request of the CRE, as much as required.

ANNEXE 1. THE AGREEMENT FOR PARTICIPATION AS A DEMAND RESPONSE AGGREGATOR TO THE TERMS AND CONDITIONS REGARDING DEMAND RESPONSE PARTICIPATION IN ENERGY MARKETS

Demand Response Aggregator 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 _____ [name of town] under the number _____ [SIRET no.], with EIC code [EIC code] 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 "Demand Response Aggregator"

OF THE FIRST PART,

AND

RTE electricity transmission system, 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. 44461925802482, with head office located at Immeuble WINDOW, 7C Place du Dôme, 92073 PARIS LA DEFENSE CEDEX, represented by […….. in its function as [.....], duly authorised for this purpose, with an address at [……], hereinafter referred to as "RTE"

OF THE SECOND PART,

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

1.1 Foreword

The Demand Response Aggregator wishes to adhere to the current NEBEF Terms and Conditions, with the status of Demand Response Aggregator. For this purpose, the Parties have decided and agreed upon the following:

1.2 Definitions

All words or phrases used in this Agreement and which begin with upper case letters have the meanings attributed to them in Article 1 - *Definitions* of the current NEBEF Terms and Conditions or, failing that, in the A chapters of the MA-RE Terms and Conditions.

1.3 Subject:

By signing this Participation Agreement, the Demand Response Aggregator declares that it acquires the status of Demand Response Aggregator.

The Demand Response Aggregator declares that it is fully aware of the current NEBEF Terms and Conditions, which may be freely consulted on the RTE website: http://www.rte-france.com.

It declares that it accepts these Terms and Conditions, and undertakes to comply with all of their provisions.

1.4 Contractual documents binding the parties

The contractual documents binding the Parties are as follows:

This Participation Agreement and the contractual documents listed below:

- the provisions of the current NEBEF Terms and Conditions;
- Annexe 2: First demand Bank Guarantee model;
- Annexe 3: Bank Guarantee Request Letter template;
- Annexe 4: Agreement for exchange of data and contact details between a Demand Response Aggregator and a Distribution System Operator;
- attachments to the Participation Agreement to be provided by the Participant;
- the provisions of the MA-RE Terms and Conditions;
- the IS Terms and Conditions relating to the NEBEF Terms and Conditions;
- the IS Terms and Conditions relating to the MA-RE Terms and Conditions.

1.5 Transmission of information concerning the Demand Response Aggregator

The Demand Response Aggregator authorises RTE to communicate to the Balance Responsible Parties and to the Electricity Supplier of the Consumption Sites attached to its Load Reduction Perimeter, any information necessary for the operation of the NEBEF mechanism and the Balance Responsible Party system, as described in the MA-RE Terms and Conditions.

RTE will not be held responsible for any use of this information by Balance Responsible Parties or Electricity Suppliers for purposes other than the operation of the Balance Responsible Party system, as well as any damage that may result from it.

1.6 Bank details

Bank details of the Demand Response Aggregator:

Name of the Demand Response Aggregator: Address of the Demand Response Aggregator: Name of a representative of the Demand Response Aggregator: Email address of the representative of the Demand Response Aggregator: Phone number of the representative of the Demand Response Aggregator: Fax number of the representative of the Demand Response Aggregator: Bank Details: Name of the company: Iban: BIC Please submit a bank document with your account details (RIB type bank details).

Bank details of RTE:

Payment account:	
Bank Code	30004
Agency Code	00828
Account	00012120885
Key	76
Collection account:	
Bank Code	30004
Agency Code	00828
Account	00012120885
Key	76

1.7 Correspondence

For the Demand Response Aggregator	
Contact:	
Address:	
Phone:	

Fax:	
Email:	

Any Notification from one Party to another under this Participation Agreement will be addressed to the contacts designated below:

For RTE:	
Contact:	
Address:	
Phone:	
Fax:	
Email:	

TECHNICAL CONTACTS FOR THE DEMAND RESPONSE AGGREGATOR:

Contact for sending data, dispute and invoice:

Contacts	
Postal address for data	
Phone	
Fax	
Email	

Contact for the Load Reduction Perimeter management:

Contacts	
Postal address for data	
Phone	
Fax	
Email	

Operational contact (nominal mode and Backup Mode):

Contacts	
Address	
Phone	
Fax	
Email	

TECHNICAL CONTACTS FOR RTE:

Contact for receipt of the data, disputes and invoicing:

Contacts	
Postal address for disputes	
Phone	
Fax	

Email	

Contact for the Load Reduction Perimeter management:

Contacts	
Postal address for data	
Phone	
Fax	
Email	

Operational contact:

Contacts	
Address	
Phone	
Fax	
Email	

1.8 Entry into force, duration, suspension and termination of the Participation Agreement

This Participation Agreement is effective as of / / .

This agreement is signed for an indeterminate period.

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

Drawn up in two original copies,

For RTE:

In……..,

On _____/_____/_____

Name and position of representative:

For the Demand Response Aggregator:

In……..,

On _____/_____/_____

Name and position of representative:

Signature:

Signature:

ANNEXE 2. FIRST DEMAND BANK GUARANTEE MODEL

[_____]1 a company [_____]2, with headquarters located [_____], represented by [_____]3 (the "Guarantor") hereby undertakes, irrevocably and unconditionally, on behalf and for account of [_____]4, company [_____]**5** (registration number [_____]) (the "Originator") to pay RTE Electricity transmission network, limited liability company with a board of directors and a supervisory board with a share capital in the amount of 2.132.285.690 euros, registered with the trade and companies register of Nanterre under number 444 619 258, with headquarters located at Immeuble WINDOW - 7C, Place du Dôme 92073 La Défense, (the "Beneficiary"), independently of the validity and legal effects of the contract or Participation Agreement as [_____]6 n° [_____]7 signed by the Originator (the "Agreement"), on first request, in accordance with the terms and conditions below and without raising exceptions or objections, resulting from the Agreement, any amount up to a maximum limit of: [_____]**8** Euros, interest, expenses and incidentals included (the "Guaranteed Amount").

This first demand Bank Guarantee (the "Guarantee") falls within the meaning of article 2321 of the French Civil Code.

Modification or removal of factual or legal relations or links that may exist as of this day between the Guarantor and the Originator, shall not discharge us from the present Guarantee.

All of the provisions of this present agreement will retain their full effect regardless of changes in the financial and legal status of the Originator.

This first demand bank guarantee may be called upon from ../../20 up to /…./ 20.... included (the "Maturity Date").

The payment request must reach us by registered letter or electronic means with acknowledgement of receipt (the "Guarantee Request Letter") no later than the Maturity Date. Any Guarantee requested before the Maturity Date shall be paid by the Guarantor in accordance with the provisions of the "Bank Guarantee Request Letter".

If a request is not made by the Maturity Date, the present first demand Guarantee shall cease to be valid on the Maturity Date.

The Guarantor undertakes by the present to carry out the payment of the Guaranteed Amount within ten (10) working days following receipt of the Bank Guarantee Request Letter. The Guarantor shall make this payment in accordance with the instructions contained in the Bank Guarantee Request Letter.

The reasonable and duly justified costs relating to this Guarantee, including the fees, interest, taxes and expenses of any nature incurred from the implementation of the Guarantee will be borne by the

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First demand bank guarantee model

1 Company name of the banking establishment or insurance company issuing the Bank Guarantee

2 Law applicable within the territory of the Guarantor's headquarters.

3 Name of the authorised representative of the Guarantor

4 Company name of the BRP

5 Law applicable on the territory of the Originator's headquarters.

6 As the market participant (Demand Response Aggregator, Balancing Service Provider, Reserve Provider or Balance Responsible Party)

7 Number and effective date of the Participation Agreement

8 First demand Bank Guarantee amount

[Originator/ Guarantor] (delete as appropriate), in accordance with the terms and conditions defined between the Originator and the Guarantor.

The present guarantee is governed by French law. The *Tribunal de Commerce de Paris* (commercial court) has jurisdiction for the interpretation and execution of the present guarantee.

Signed in…….. , on …/…/201….

Signature of Guarantor,

[Specify company name, represented by (name, status)]

Send to the following address: Service Commercial de St Denis, 22 Boulevard Finot, 93200 Saint-Denis, France

ANNEXE 3. BANK GUARANTEE REQUEST LETTER TEMPLATE.

Registered mail with return receipt

[_____]9

[_____]10

On [_____]11

Subject: Your first demand Bank Guarantee

Dear Sir or Madam,

We refer to the first demand Bank Guarantee that your banking establishment has issued in our favour on [_____]12 (the "Guarantee").

All terms beginning with a capital letter, and which are not defined in this letter, have the meanings attributed to them within the terms of the Guarantee.

In accordance with your commitment as Guarantor, we request that you pay us, on our account no. [_____]13 open in the [_____]14books, the sum of [_____]15 euros.

We remind you that under the terms of the first demand Bank Guarantee issued on XXXX, this payment must reach us within ten (10) Working Days following receipt of this Bank Guarantee Request Letter.

In addition, we inform you that to this day, the Originator [_____]16 has not respected the terms of its Agreement for Participation as a Demand Response Aggregator in the Terms and Conditions Regarding Demand Response Participation in Energy Markets no.(XXXX) 17.

[_____]18

[_____]19

Bank Guarantee Request Letter template.

9 Business name of the banking establishment that issued the first demand Bank Guarantee.
10 Address of the banking establishment having issued the first demand Bank Guarantee.
11 Date the Letter Invoking the Bank Guarantee was sent.
12 Date of issuance of first demand Bank Guarantee.
13 Enter the bank account number of RTE.
14 Enter the name and address of the bank with which the above account is held
15 Amount called on
16 Company Name of the Demand Response Aggregator
17 Participation agreement reference
18 Full name and title of signatory
19 Signature

ANNEXE 4. DSO-FP AGREEMENT NO. «N_CONV» BETWEEN THE FLEXIBILITY PROVIDER "DRA" AND THE "DSO"

BETWEEN
«RS_DRA», «Statut», with share capital of «Capital» with its head office located at «RS_Adresse1» «RS_Adresse2» «RS_CP» «Fact_Ville», registered on the Trade and Companies Register «RCS_Ville» under number «RCS_N», and with intra-community VAT ID number «TVA_i», represented by «Signataire», «Signataire_Fct», duly authorised for this purpose "Flexibility Provider"

OF THE FIRST PART,

AND

<DSO Name> Company <*type*> with share capital of <*capital*> Euros, with registered office <*address*>, registered on the Trade and Companies Register <*city*> under number <*number*>, represented by <*title, first and last* name >,< *function*>, duly authorised for this purpose, hereinafter referred to as DSO,

OF THE SECOND PART,

4.1 Definitions

All words or phrases used in this data exchange agreement and contact details between a Flexibility Provider and a distribution system operator (hereafter DSO), and which begin with upper case letters have the meanings attributed to them in the "Definitions" article of the current NEBEF Terms and Conditions or defined in this article.

Flexibility Provider: the entity signing this contract with Enedis identified by a unique EIC code assigned by RTE. It can be a:
- Balancing Service Provider (BSP);
- Demand Response Aggregator (DRA);
- Capacity Portfolio Manager (CPM);
- Reserve Provider (RP).

Flexibility Mechanism: refers to the mechanism in which the Flexibility Provider participates:
- when the Flexibility Provider is a Balancing Service Provider, it is the balancing mechanism;
- when the Flexibility Provider is a Demand Response Aggregator, it is the NEBEF mechanism;
- when the Flexibility Provider is a Capacity Portfolio Manager, it is the capacity mechanism;
- when the Flexibility Provider is a Reserve Provider, it is the ancillary services mechanism;

Terms and Conditions: designates the terms and conditions applicable to the Flexibility Provider:
- For a Balancing Service Provider: Section 1 (Terms and Conditions relating to Scheduling, the Balancing Mechanism and Recovery of Balancing Charges) of the Rules relating to Scheduling, the Balancing Mechanism and Recovery of Balancing Charges (so-called "MA-RE Terms and Conditions") published by RTE;

- For a Demand Response Aggregator: the Terms and Conditions Regarding Demand Response Participation in Energy Markets NEBEF (so-called "NEBEF Terms and Conditions") published by RTE;

- For a Capacity Portfolio Manager: the rules adopted under the Order of 21 December 2018 defining the capacity mechanism terms and conditions and taken pursuant to Article R335-2 of the French Energy Code (so-called "Capacity Mechanism Terms and Conditions");

- For a Reserve Provider: the “Frequency Ancillary Services Terms and Conditions” published by RTE.

The Flexibility Provider acknowledges it has been informed of the existence of the IS Terms and Conditions for the various Flexibility Mechanisms, describing the formats and terms for exchanges with the DSO.
These can be found at the web link: **https://www.enedis.fr/acteurs-du-systeme-electrique**

Perimeter: designates the perimeter applicable to the Flexibility Provider:
- For a Balancing Service Provider: the balancing perimeter;
- For a Demand Response Aggregator: the load reduction perimeter;
- For a Capacity Portfolio Manager: the certification perimeter
- For a Reserve Provider: the reserve perimeter.

4.2 Subject:

The Parties wish to establish the terms for data and contact information exchanges in the context of the implementation of the Agreement for Participation as a Flexibility Provider in the Terms and Conditions signed by the Flexibility Provider.
The Flexibility Provider shall sign this Agreement as a:
☐ Balancing Service Provider and/or;
☐ Demand Response Aggregator and/or;
☐ Reserve Provider and/or;
☐ Capacity Portfolio Manager.

4.3 Data transmission between the Flexibility Provider and the Distribution System Operator

4.3.1 Practical terms for exchanges

Exchanges between the DSO and the Flexibility Provider take place via files as described in Flexibility Mechanism IS Terms and Conditions, or through the automated exchange platform, that the DSO can provide. The Flexibility Provider acknowledges having been informed, where relevant, of the link[20] to access this platform and of the conditions of its use[21]. The Flexibility Provider must have the proper authorisation for use of this platform.

In accordance with the Article of the Terms and Conditions in force, before initiating any procedure for attaching a Consumption Site or a Generation Site connected to the Public Distribution System to a Perimeter set up by the Flexibility Provider, the latter shall identify the Consumption Site or a Generation Site using the reference used by the DSO.

[20] At the date of publication of the model, this is the web link: "to be completed by the DSO"

[21] At the date of publication of the model, this is the document: "to be completed by the DSO"

This reference, described in the current Terms and Conditions, forms part of the information that the Flexibility Provider obtains through the exchange files mentioned in the Flexibility Mechanism IS Terms and Conditions, or by the automated exchange platform, made available by the Distribution System Operator, when available.
A Consumption Site or Generation Site which, despite the efforts of the Flexibility Provider and the DSO, could not be identified by this reference, cannot participate in the current Terms and Conditions.

4.3.2 Confidentiality

4.3.2.1 Definition of confidential information

The information listed below is considered confidential under this Agreement:

- PDL, PRM, CARD number
- Mailing address,
- Network user name,
- Meter number,
- Number of dials on the meter,
- SIRET number,
- Balance Responsible Party of the Consumption Site,
- Electricity Supplier of the Consumption Site,
- *[List to be completed by the Parties as appropriate*].

The notion of confidential information does not include any information for which the receiving party can demonstrate:

- that this information falls into the public domain at the time of signing of the Agreement or fell into the public domain during this Agreement, without the disclosing Party having violated its obligations of confidentiality under the Agreement or,
- that it was already aware of this information prior to its communication by the disclosing Party or that it developed it independently or,
- that it has been released from its confidentiality obligation with regard to this information by prior written agreement from the disclosing Party or,
- that it has received this information from a third party, lawfully, without violation of the provisions of this Article.

Each Party acknowledges that the confidential information disclosed remains, in any event, the property of the Party that communicated it.

4.3.2.2 Content of the confidentiality obligation

4.3.2.2.1 General provisions

The Parties undertake to maintain the confidentiality of the previously defined information it is aware of and/or have access to under the Agreement.
In accordance with the French Energy Code, this information is considered to be commercially sensitive information within the meaning of Article L. 111-73 of the Energy Code and is treated as such.
Under the amended Act no. 78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties, and EU Regulation 2016/679 of 27 April 2016 (general data protection regulation) the rights of access, rectification and erasure, the right to restrict processing and the right to data portability of the customer concerned, are guaranteed by the Parties as set out below.
The receiving Party shall take the necessary measures to ensure that confidentiality is strictly respected by its employees and by any person who, without being employed by it, acts on its behalf under the applicable Agreement or Terms and Conditions, including the signing of confidentiality commitments.

If the receiving Party needs, in the context of the implementation of the Agreement or the current Terms and Conditions, to transmit confidential information to a third party disclosed by the disclosing Party, it undertakes to request the written agreement of the disclosing Party in advance and to include the same obligation of confidentiality as that resulting from this Article in the contractual relationships with that third party.
In the event of a breach of the provisions of this Article, the Party which is aware of such a breach shall promptly notify the other Party by registered letter or email with acknowledgement of receipt, and take all necessary measures to limit the effects of such a breach.
This confidentiality commitment shall take effect from the date of signature of the Agreement. It must be respected by the Parties throughout the term of the Agreement and for 5 (five) years following its termination.
The receiving Party undertakes, upon termination of the Agreement, to submit to the disclosing Party or to destroy, within 30 (thirty) Days of a written request from the disclosing Party, the material of the confidential information disclosed by this Party, as well as any copies or reproductions thereof and to pass this obligation on to third parties who have had confidential information disclosed to them in the context of implementing the Agreement. In the case of such a request, the receiving Party shall certify in writing to the disclosing Party, within the time limit referred to above, that all the provisions of this Article have been complied with.

4.3.2.2.2 Protection of personal data

The DSO protects, collects and processes personal data in accordance with the regulation on the protection of personal data and, in particular communicated directly by the customer or via its Flexibility Provider to Enedis in accordance with the amended Law No. 78-17 of 6 January 1978, on information technology, data files and individual liberties, known as "Data Protection and Civil Liberties" and Regulation (EU) No. 2016/679 of 27 April 2016 (General Data Protection Regulation).
These include the full name, title, address of the RMP (reference metering point), postal address and, if applicable, additional data: customer's email and/or telephone number.
The DSO collects several types of information, for example, the consumption indexes and the subscribed power subject to computer processing in order to enable the DSO to carry out its public service tasks as defined in the French Energy Code, in particular with regard to metering, operating, investment and development of the PDS or integration of renewable energies.
The processing of data used and generated by smart meters is governed by the French Energy Code. Some configuration settings are available to customers. Some data are collected by default. Others are collected with the agreement of the customer:

- By default, the DSO collects daily consumption data (total consumption of the RPM over one day) to allow the customer to consult the history of its consumption free of charge, in accordance with the French Energy Code.
- detailed consumption data (at ten-minute intervals) is stored locally in the client meter memory by default with no transmission to the DSO or Flexibility Provider or third party.

If the customer is opposed to the collection of daily consumption data and the local storage of detailed consumption data, the customer cannot participate in the Flexibility Mechanism.
These detailed consumption data (at ten-minute intervals) are collected by the DSO only with the freely given, specific, informed and unambiguous consent of the customer or, on an ad hoc basis, when required for the DSO's public service missions defined by the French Energy Code.
The transmission of fine consumption data (at ten minute intervals) to the Flexibility Provider or third parties may only take place with the free, explicit, informed and unambiguous prior consent of the customer in accordance with the aforementioned personal data protection legislation.
This authorisation can be addressed either directly to the DSO or by the Flexibility Provider. In the latter case, the Flexibility Provider undertakes to collect the free, specific, informed and unambiguous prior consent of the customer and to provide proof of it on request of the DSO.

If no justification for the collection of consent is received within ten (10) days by the Flexibility Provider, on first request, Enedis shall immediately interrupt the transmission.
Consumption data can only be retained for a maximum of 24 months. The DSO may be required to retain the customer's personal data collected by the Flexibility Provider and transmitted to the DSO (excluding consumption data) for the duration of this contract and for a maximum period of 5 years from the termination of this contract.

The customer has a right of access, rectification and objection for legitimate reasons of restriction of processing and a right to portability of personal data concerning it.
To exercise its right of rectification, erasure, restriction of processing and its right to portability for the data collected by the Flexibility Provider and transmitted to the DSO, the customer must contact its Flexibility Provider. The Flexibility Provider shall inform the DSO of the updating of the customer's data via the contact details specified in Article 4 of this contract.
If the Flexibility Provider also supports the client's request for rectification, erasure, limitation and portability of the data collected and used by the DSO, the Flexibility Provider shall submit its request to the DSO.
The customer may exercise this right directly to the DSO at the contact information specified in Article 4 of this contract.
The application must include the customer's first and last name, current address and RMP reference with proof of identity.
If the DSO receives a request from the customer for rectification, erasure, limitation and portability of the data collected by the DSO exclusively, then the DSO processes the customer request and informs the latter that its request must be sent to the Flexibility Provider for the contract data collected by the Flexibility Provider.
If the DSO receives a customer request for rectification, erasure, limitation and portability of the data collected by the Flexibility Provider, the DSO shall inform the customer by mail that its request must be addressed to the Flexibility Provider.
The customer has the right to file a claim with the CNIL.

The collection of certain data is mandatory, including the identity or company name and address of the customer, and enables the DSO to ensure the execution of the contract for access to and use of the PDS managed by the DSO. In addition, the DSO may be required to collect additional information which is optional for the execution of the contract but nevertheless required for its public service missions, such as the email address and telephone number.
The right of objection and erasure may be exercised by the customer solely for personal data which are not essential for the exercise of the DSO's legal obligations.

4.4 Correspondence

Any Notification from one Party to another under the terms and this Agreement will be addressed to the contacts designated below:

For the Flexibility Provider

Contact	
Address	
Email	
Phone	
EIC	

For GRD:

Contacts	
Address	
Email	
Phone numbers	
EIC	

4.5 Entry into force, duration, changes and termination of the agreement for the exchange of data and contact information

This Agreement is an ancillary contract to the Agreement for Participation as a Flexibility Provider to the Terms and Conditions. It takes effect on ……/……. This effective date must be concurrent with or subsequent to the Agreement for Participation as a Flexibility Provider in the Terms and Conditions. This agreement is signed for an indeterminate period.

The termination of the Agreement for Participation as a Flexibility Provider in the current Terms and Conditions leads to the automatic termination of the Agreement for the exchange of data and contact information between a Flexibility Provider and a Distribution System Operator.
The effective date of termination of this Agreement is the date on which the Agreement for Participation as a Flexibility Provider is terminated.

In the event of the addition or removal of the Flexibility Provider role, as specified in Article 4.2 of this Agreement, the Flexibility Provider emails the DSO the completed Annex 1 at the DSO's e-mail address given in Article 0 of this Agreement, without delay.

4.6 Signature

This agreement may be signed by hand or electronically.

4.6.1 Handwritten signature

The Agreement is made in two original signed copies, using the Assemblact[22]process , or otherwise initialled on each page and signed. .

4.6.2 Electronic signature

The agreement is drawn up in three original electronically signed copies, in accordance with the provisions of Article 1367 of the French Civil Code, one copy of which shall be kept by the third party guaranteeing the validity and integrity of the act and one copy shall be sent to each of the parties electronically allowing the printing of the contract in accordance with article 1177 of the French Civil Code.
In accordance with article 1127-3, paragraph 2, of the French Civil Code, the Parties expressly declare that they derogate from and do not apply paragraphs 1 and 5 of article 1127-1 of the Civil Code and article 1127-2 of this code.

Drawn up in two original copies (or three in the case of electronic signature), to …,

For the Flexibility Provider:	**For the DSO**
Name and position of representative duly authorised:	Name and position of representative duly authorised:
on ……/……/……	on ……/……/……
Signature: (+ company stamp)	Signature:

[22] The Assemblact R.C. process binds together all of the pages of a document, preventing any substitution or addition, with signature only on the last page.

ANNEX 1: AMENDMENT TO THE DSO-FP AGREEMENT NO. [XXX] BETWEEN [NAME OF THE FLEXIBILITY PROVIDER] AND [DSO NAME]

1. Purpose of the amendment

The purpose of this amendment is to make (a) change(s) to the DSO-FP Agreement no. [xxx] effective [DD/MM/YYYY].

This (these) amendment(s), made in accordance with the General Conditions, relate(s) to section 2.

Article 2 is therefore deleted and replaced by the following stipulations:
The Parties wish to establish the terms for data and contact information exchanges in the context of the implementation of the Agreement for Participation as a Flexibility Provider in the Terms and Conditions signed by the Flexibility Provider.
The Flexibility Provider shall sign this Agreement as a:

- ☐ Balancing Service Provider and/or;
- ☐ Demand Response Aggregator and/or;
- ☐ Reserve Provider and/or;
- ☐ Capacity Portfolio Manager.

2. Date of effect of amendment

This amendment shall take effect on [DD/MM/YYYY], subject to the DSO having received this completed amendment, at the DSO's email address given in Article 4 of the agreement subject to this amendment.

ANNEXE 6. AGREEMENT FOR THE EXCHANGE OF CONTACT INFORMATION BETWEEN A DISTRIBUTION SYSTEM OPERATOR AND RTE

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 _____ [name of town] under the number _____ [SIRET no.], with EIC code [EIC code] 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 "Distribution System Operator"

OF THE FIRST PART,

AND

RTE electricity transmission system, 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. 44461925802482, with head office located at Immeuble WINDOW, 7C Place du Dôme, 92073 PARIS LA DEFENSE CEDEX, represented by [……. in its function as a [……], duly authorised for this purpose, with an address at [……],

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:

4.7 Definitions

All words or phrases used in this agreement and which begin with upper case letters have the meanings attributed to them in Article 1 - *Definitions* of the current NEBEF Terms and Conditions or, failing that, in the A chapters of the MA-RE Terms and Conditions.

4.8 Subject:

In accordance with the current NEBEF Terms and Conditions, the Distribution System Operators and RTE are required to transmit various information or data.

The purpose of this Agreement is to transmit contact details between the Distribution System Operator and RTE, required for sharing such information or data.

4.9 Correspondence

Any Notification from one Party to another under the current NEBEF Terms and Conditions will be addressed to the contacts designated below:

For the Distribution System Operator

Contact:

Address:

Phone:

Fax:

Email:

For RTE:

Contact:

Address:

Phone:

Fax:

Email:

4.10 Information exchange

The procedure for exchanging information between the Distribution System Operators and RTE are described in the NEBEF IS Terms and Conditions.

4.11 Period of validity

This agreement is signed for an indeterminate period.

Drawn up in two original copies,

For the Distribution System Operator:	**For RTE:**
In…….,	In…….,
On _____/_____/_____	On _____/_____/_____
Name and position of representative:	Name and position of representative:
Signature:	Signature:

ANNEXE 7. DECLARATION OF THE ELECTRICITY SUPPLIER OF CONSUMPTION SITES TO THE SYSTEM OPERATOR

_____ [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 _____ [name of town] under the number _____ [SIRET no.], with EIC code [EIC code] 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 Consumption Site",

4.12 Definitions

All words or phrases used in this declaration and which begin with upper case letters have the meanings attributed to them in Article 1 - *Definitions* of the current NEBEF Terms and Conditions or, failing that, in the A chapters of the MA-RE Terms and Conditions.

4.13 Subject:

In accordance with Article 5.2.2.3.1 - *Prior agreement from the Consumption Site*:, any System Operator may require a Consumption Site holder of a CARD or Metering Data Service Contract, connected to its Network and participating in the current NEBEF Terms and Conditions, to give the name of its Electricity Supplier if it is not under the Corrected Model.

[*For sites connected to the Distribution System*]

The Consumption Site _____ *[enter name, address, and metering code]*, for which_____*[full name]* is the holder of a CARD or a Metering Data Service Contract no. _____ with DSO dated …/…/20… *[date]* is supplied by the Electricity Supplier _____ [enter full name].

[*For sites connected to the Transmission system*]

The Consumption Site _____ *[enter name, address, and metering code]*, for which_____*[full name]* is the holder of a CART or a Metering Data Service Contract no. _____ with RTE dated …/…/20… *[date]* is supplied by the Electricity Supplier _____ [enter full name].

4.14 Period of validity

This Electricity Supplier declaration is signed for an indeterminate period.

It may be terminated at any time by the Consumption Site, according to the conditions laid down in Article 5.2.2.3.1 - *Prior agreement from the Consumption Site*: of the current NEBEF Terms and Conditions.

Drawn up in two original copies,

For the Consumption Site:

In……..,

On _____/_____/_____

Name and position of representative:

Signature:

ANNEXE 8. AUTOMATIC INVOICING MANDATE FROM THE ELECTRICITY SUPPLIER TO RTE

BETWEEN

[full name], company [legal form], with share capital of [amount of capital] euros, with its head office located at [full address], registered on the Trade and Companies Register of [town] under the number [SIRET no.], with intra-community VAT ID number [intra-community VAT ID number], and with EIC code [EIC code], represented by Ms/Mr [name and position of the signatory], duly authorised for this purpose,

hereinafter referred to as "the Electricity Supplier",

OF THE FIRST PART,

AND

RTE electricity transmission system, 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. 44461925802482, with head office located at Immeuble WINDOW, 7C Place du Dôme, 92073 PARIS LA DEFENSE CEDEX, represented by [……. in its function as a [……], duly authorised for this purpose, with an address at [……],

hereinafter referred to as "RTE"

OF THE SECOND PART,

The following has been decided and agreed upon:

4.15 Definitions

All words or phrases used in this Annex which begin with upper case letters have the meanings attributed to them in Article 1 - *Definitions* of the current NEBEF Terms and Conditions or, failing that, in Section 1 of the MA-RE Terms and Conditions.

4.16 Subject:

In accordance with Articles L.271-3 and R.271-8 of the French Energy Code, the settlement of an Electricity Load Reduction on:

- energy markets give rise to payment from the Demand Response Aggregator to the Electricity Suppliers of the load-reduced Consumption Sites. In accordance with the current NEBEF Terms and Conditions, these rules are described in Article 10.4 *Payment due to the Suppliers of load-reduced Consumption Sites.* This payment is collected by RTE from the Demand Response Aggregators and then paid to the Electricity Suppliers.

- The Balancing Mechanism gives rise to a payment from the Balancing Service Provider to the Electricity Suppliers of the load-reduced Consumption Sites according to the set of rules described in Article 4.7 of the MA-RE Terms and Conditions. This payment is collected by RTE from the Balancing Service Providers, then paid to the Electricity Suppliers.

By signing this document, the Electricity Supplier:

- allows the transmission of the data required for RTE to make the payment received from Demand Response Aggregators and/or Balancing Service Providers to Electricity Suppliers.

- gives RTE, who accepts, the express mandate, free of charge, to issue and manage, on behalf of the Electricity Supplier, any payment invoices provided for in Article 4.7 of the MA-RE Terms and Conditions and 10.4 of the current NEBEF Terms and Conditions.

4.17 RTE's commitment

RTE makes a commitment to the Electricity Suppliers that it will invoice the financial flows associated with:

- Remotely-Read and Profiled BEs under the conditions described in the MA-RE Terms and Conditions

- Remotely-Read and Profiled DREs under the conditions laid down in the current NEBEF Terms and Conditions.

RTE undertakes to do everything it can to ensure that invoices are raised in accordance with the legislative and regulatory standards in force, in particular those relating to the compulsory wording to be used on the invoices. RTE will therefore make any changes or modifications required as a result of changes to these standards.

Lastly, RTE will send the Electricity Suppliers a status report summarising the amounts invoiced in accordance with Articles 4.7 of the MA-RE Terms and Conditions and 10.4 of the current NEBEF Terms and Conditions.

4.18 Invoicing conditions

Invoicing will be done by RTE in accordance with Articles 4.7 of the MA-RE Terms and Conditions and 10.4 of the current NEBEF Terms and Conditions.

4.19 Liability

The Electricity Supplier shall remain expressly responsible for its legal obligations with regard to invoicing, in particular provision of information relating to its identification. To this end, the Electricity Supplier undertakes to inform RTE of any changes to this information by way of an update to this mandate.

4.20 Terms of payment

The Electricity Supplier is paid by transfer to the account details described in the following article, in accordance with the applicable NEBEF and MA-RE Terms and Conditions.

a. Bank details of the Electricity Supplier

Collection account:	
IBAN	

Please submit a bank document with your account details (RIB type bank details).

b. Correspondence

Any Notification from RTE to the Electricity Supplier, or from the Electricity Supplier to RTE, under the payment provided for in Articles L. 271-3 and R.271-8 of the French Energy Code will be sent to the following designated contacts:

For the Electricity Supplier

Contact: [name and position of the contact]

Address: [full address]

Phone: [phone no.]

Fax: [fax no.]

Email: [email address]

For RTE:

Contact: [name and position of the contact]

Address: [full address]

Phone: [phone no.]

Fax: [fax no.]

Email: [email address]

4.21 Period of validity

This agreement is signed for an indeterminate period.

For the Electricity Supplier:	**For RTE:**
In…….,	In…….,
On _____/_____/_____	On _____/_____/_____
Name and position of representative:	Name and position of representative:
Signature:	Signature:

ANNEXE 9. APPLICATION FOR TECHNICAL APPROVAL TEMPLATE

Constitution of the presentation file

(To be established on the header paper of the Demand Response Aggregator or Balancing Service Provider requesting Technical Approval)

Dear Sir or Madam,

Subject: Application for Technical Approval for carrying out consumption load reductions

I wish to apply for Technical Approval certifying my technical ability to achieve consumption load reductions. I declare that I know and accept the general rules and the Technical Approval requirements reference.

I agree:

- to comply without reservation with the requirements of these documents, as well as the decisions taken or to be taken, in accordance with these requirements for the duration of the right to use the Technical Approval;

- to notify, without delay, RTE of any significant changes in the organisation, human and material means, the locations of my company, having an impact on the chain of command of load reductions;

- to refer only to the Technical Approval to the extent that I am the holder;

- to proceed with all payments which may be requested of me concerning my request or any payment in accordance with the current NEBEF Terms and Conditions.

Date Stamp and signature of the legal person responsible for the company

Attached: Application for Technical Approval file.

ANNEXE 10. REQUEST FOR QUALIFICATION TEMPLATE FOR THE PROFILED CUSTOMER OR FOR THE SUBMETERING EXPERIMENT

(to be established on the header paper of the Demand Response Aggregator requesting the qualification for the profiled consumer or for the submetering experiment)

Dear Sir or Madam,

Subject: Request to access the status of Qualified Demand Response Aggregator for the Profiled Consumer / for the submetering experiment

I wish to

- benefit from the status of Qualified Demand Response Aggregator for the Profiled Consumer;
- participate in the submetering experiment as a Qualified Demand Response Aggregator for the Profiled Consumer;
- benefit from the status of Qualified Demand Response Aggregator for submetering experiment for the Remotely-Read Consumer;

[select as appropriate]

I declare that I know and accept the general qualification rules and associated requirements.

I agree:

- to comply without reservation with the requirements of these documents, as well as the decisions taken or to be taken, in accordance with these requirements for the duration of the right to use as a Qualified Demand Response Aggregator for the Profiled Consumer / for the submetering experiment;
- to notify, without delay, RTE of any significant changes in the organisation, human and material means, the locations of my company, having an impact on the chain of acquisition and processing of the measure;
- to facilitate the task of all representatives mandated by RTE to carry out visits and inspections;
- to only refer to the status of Qualified Demand Response Aggregator for the Profiled Consumer / for the submetering experiment if I am the holder;
- to pay the amount of the costs of processing the application and, in general, to make any subsequent payments which will be requested to me in accordance with the current NEBEF Terms and Conditions.
- to have previously placed an order with the Control Body to which RTE has entrusted the qualification audit for the status of Qualified Demand Response Aggregator for the submetering experiment (order form to be attached to the application).

Date Stamp and signature of the legal person responsible for the company

Attached : Technical qualification record of the company applying to benefit from the status of Qualified Demand Response Aggregator for the Profiled Consumer/ for the submetering experiment for the Remotely-Read Consumer

AND/OR

Attached : Justification for the appropriateness of the use of submetering for Profiled Consumption Sites participating in the submetering experiment for a Demand Response Aggregator which previously held the status of Qualified Demand Response Aggregator for the Profiled Consumer

AND/OR

Attached : Purchase order from the Control Body in the context of qualification for the submetering experiment for the Remotely-Read Consumer

ANNEXE 11. JOINT DECLARATION OF THE DEMAND RESPONSE AGGREGATOR AND THE ELECTRICITY SUPPLIER FOR CONSUMPTION SITES USING THE CONTRACTUAL MODEL

BETWEEN

XXXX [full name], company [legal form], with share capital of [amount of share capital] euros, with its head office located at [full address], registered on the Trade and Companies Register of [name of town] under number [SIRET No.], for which the EIC code is [EIC code] with Intra-community VAT ID number [intra-community VAT no.],

as the Electricity Supplier and authorised to purchase electricity for resale within the meaning of Articles R.333- and following of the French Energy Code

represented by [Ms./Mr.] [name and position of the signatory], duly authorised for this purpose,

OF THE FIRST PART

AND

YYYY [full name], company [legal form], with share capital of _____ euros, with its head office located at _____ [full address], registered on the Trade and Companies Register of _____ [town] under number _____ [SIRET No.],

as the Demand Response Aggregator, holder of a Participation Agreement No. [number] signed with RTE on [date],

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

OF THE SECOND PART,

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

the following has been decided and agreed upon:

Article 1

All words or phrases used in this declaration which begin with upper case letters are defined in Article 1 of these Terms and Conditions.

Article 2

XXXX and YYYY have agreed to apply the Contractual Model for Consumption Sites connected to a remotely-Read Demand Response Entity listed below:

- _____
- _____

XXXX and YYYY have agreed to apply the Contractual Model for all Consumption Sites with an electricity supply contract with XXXX and attached to a Profiled Demand Response Entity listed below:

- _____
- _____

For Remotely-Read Consumption Sites connected to the PDS, the reference used above is:

- the delivery point number (PDL) for Consumption Sites in the field of low voltage up to 36 kVA included, or
- the reference metering point number or delivery point number for Consumption Sites above 36 kVA, or
- the Distribution System Access Contract or CARD when the Consumption Site has a contract entered into directly with the Distribution System Operator;

Article 3

This declaration is signed for an indeterminate period.

Article 4

Subject to a 2-month notice, either Party or the Parties jointly shall Notify RTE of:

- any changes to the terms of this statement. The update will be taken into account on the first day of the month M+3 if a new signed declaration is transmitted before the end of month M.
- the arrival of the term or the termination, for any reason whatsoever, of the agreement binding them for the application of the contractual model subject to this declaration.

If the Notification is addressed by one Party, it is addressed to the other Party.

In any case, the Notification shall be addressed to the System Operators to which the Consumption Sites are connected.

Drawn up in two original copies,

in _____, on _____/_____/_____

For XXXXX:	**For YYYYY:**
Name and position of representative:	Name and position of representative:
Signature:	Signature:

ANNEXE 12. STATEMENT OF MANDATE BETWEEN A DSO AND A THIRD PARTY

BETWEEN

XXXX [full name], company **[legal form]**, with share capital of **[amount of share capital]** euros, with its head office located at **[full address]**, registered on the Trade and Companies Register of **[name of town]** under number **[SIRET no.]**, for which the EIC code is [EIC code] with intra-community VAT ID number **[intra-community VAT no.]**, represented by**[Ms/Mr] [name and position of the signatory]**, duly authorised for this purpose,

Hereafter referred to as the "**DSO**"

OF THE FIRST PART,

AND

XXXX [full name], company **[legal form]**, with share capital of **[amount of share capital]** euros, with its head office located at **[full address]**, registered on the Trade and Companies Register of **[name of town]** under number **[SIRET No.]**, with Intra-community VAT ID number **[intra-community VAT no.]**, represented by **[Ms/Mr] [name and position of the signatory]**, duly authorised for this purpose,

hereafter referred to as the "**Agent**"

OF THE SECOND PART,

the following has been decided and agreed upon:

The DSO entrusts the Agent, by mandate, with all or part of the data exchanges needed to implement the NEBEF Terms and Conditions, as of [give date], the date that the mandate becomes effective. This mandate, which includes data exchanges concerning periods prior to the date that the mandate takes effect, concerns:

- transmission of perimeter data to RTE as provided for in Article 5.4 and 5.5 of the Terms and Conditions;
- transmission of load curves to RTE as provided for in Article 7.1 of the Terms and Conditions;
- receipt of the information relating to the Retained Load-Reduction Schedules sent by RTE pursuant to Article 6.5 of the Terms and Conditions.
- receipt of the information relating to the Achieved Load-Reduction Time Series sent by RTE pursuant to Article 7.3 of the Terms and Conditions.
- receipt of the information relating to the Corrected Model sent by RTE pursuant to Articles 10.4, 7.2.4.2 and 7.2.5.2 of the Terms and Conditions.

[select as appropriate]

The DSO authorises the Agent to consult the DSO's data via RTE's publication service.

The Agent designates the following contact for the data exchanges:

Contact	
Address	
Phone	
Fax	
Email	

N.B.: the contact designated above is also the recipient of the alert messages and any messages from RTE's Information System.

The effective date is the date deriving from the mandate signed between the Agent and the DSO, namely **[date].**

If the mandate between the DSO and the Agent is cancelled, the DSO undertakes to inform RTE by Notification as well as sending it the details of new contacts for the data exchanges

Drawn up in two original copies, at ……., on …/…/201….

For **XXXXX** :

Name and position of representative:

Signature:

For **YYYYY** :

Name and position of representative:

Signature:

ANNEXE 13. TEMPLATE FOR THE REQUEST FOR QUALIFICATION OF REMOTELY-READ CONSUMPTION SITES FOR THE SUBMETERING EXPERIMENT

(to be signed by the Consumption Site and addressed to RTE by the Demand Response Aggregator concerned)

Dear Sir or Madam,

Subject: Request to access the status of Qualified Consumption Site for submetering

I wish to apply for the status of Qualified Consumption Site for submetering in accordance with Article 9.2 of the NEBEF Terms and Conditions available on the RTE website and which my Demand Response Aggregator has informed me of.

I acknowledge that I am aware of and accept the general qualification rules and associated requirements under this framework and in the attached document.

I agree:

- to authorise my Demand Response Aggregator to carry out all the steps relating to the qualification of my Consumption Site for the submetering experiment specified in Article 9.2;
- to authorise RTE, or any other body that RTE has designated, to carry out control audits of all the requirements of Article 9.2.9. which may lead to visits and inspections of my Consumption Site;
- to notify my Demand Response Aggregator, without delay, of any significant changes in the organisation, human and material means, the locations of my company, having an impact on the chain of acquisition and processing of the measure;

I authorise my Demand Response Aggregator to transmit consumption data from the submetering to RTE and to my Distribution System Operator, even outside of the days when Load Reductions are performed.

I authorise RTE to use the results of the audits and activations carried out for the experiment in order to build on experience. The results will be anonymised when communicating to third parties.

Date Stamp and signature of the legal person responsible for the Consumption Site

Attached : Qualification application file of the Consumption Site applying according to the current model available on the RTE website.

AND

Attached : Purchase order from the Control Body in the context of qualification for the submetering experiment

AND

Attached : Notification of the granting of Qualified Demand Response Aggregator status for submetering or acknowledgement of receipt of the application for admission to the qualification procedure of the Demand Response Aggregator of the Site