



Le réseau
de transport
d'électricité

Market Rules

0. General Provisions

Second version in effect on 01/01/2026

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0. General Provisions

0.A. Definitions

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

Terms	Definitions
10-Minute Interval	Time Interval of 10 minutes, the first of each Day starting at 00:00:00.
5-Minute Interval	Time Interval of 5 minutes, the first of each Day starting at 00:00:00.
Abatement	Amount requested by RTE from a Participant due to Failure of a Frequency Control.
Achieved Modulation Time Series	A set of values covering one Day in Control Intervals and kilowatts of Consumption Modulations performed by a Demand Response Entity, drawn up by RTE.
Achieved Modulation Volume or VR of a DRE	Volume of energy relating to a Control Interval and associated with a Demand Response Entity, calculated on the basis of the Achieved Modulation Time Series of the Demand Response Entity for that Control Interval.
Activation Segment of a Balancing Bid	The Activation Segment of a Balancing Bid is the period between the Activation Time and the Deactivation Time for that Bid.
Activation Time	Time after which the BE is expected to have reached the set point or the balancing power referred to in the Balancing Order. The Activation Time is defined in 5-Minute Intervals.
Actual Expected Volume of a BE or VAe of a BE	Volume of balancing energy, Upward or Downward, derived from the best forecast of the physical delivery of the BE, established for each 5-Minute Interval.
Actual Final Dispatch Schedule	Final Dispatch Schedule transmitted by the Order Recipient following the receipt of a Balancing Order.
Additional Commitments	All or part of the Commitments acquired by the Purchaser within the framework of a Reserve Exchange accepted by RTE.
Additional Services Contract	Contract relating to the performance of services on an exclusive basis by the Public Electricity Network Operators, in accordance with Article L.341-3 paragraph 3 of the French Energy Code, at the request of a Generator, a Consumer or if appropriate, a Balance Responsible Party.
Adjusted Consumption	The Adjusted Consumption of a Remotely-Read Consumption Site, over a given time interval, corresponds to the corrected Non-Block Consumption of the balancing, Modulations and regulation energy

	volumes achieved by the Site according to the Corrected Payment Model.
Affiliate	In relation to a given Participant, this means any other controlling Participant, controlled by or under the same control as that first Participant. For the purposes of this definition, the term “control” (and the expressions “controlling”, “controlled by” and “under the same control as”) means the direct or indirect possession of more than 50% of the voting rights, or the power to nominate a majority of the members of the executive body of the Participant.
aFRR Local Marginal Price (aFRR LMP) France	Marginal price France reported by the RTE SCADA (Supervisory Control and Data Acquisition) system for automatic Frequency Restoration Reserve energy in the event that the activation of the automatic Frequency Restoration Reserve is performed by merit order.
Aggregated Forecast Dispatch Schedule	Generation schedule established by a Rank 1 DSO based on the sum of: - Forecast Dispatch Schedules transmitted by generators connected to the DSO’s Network, - generation forecasts carried out by the DSO on the basis of information provided to them by marginal or non-marginal facilities not transmitting Forecast Dispatch Schedules to the DSO, - generation forecasts carried out by DSO for other marginal or non-marginal facilities connected to its Network which do not transmit any information, and - forecasts of possible injection flows from Rank 2 DSOs.
Allocation	The process by which the Interconnection Capacity is assigned to the Participant in response to a request for Interconnection Capacity. There are several Allocation Mechanisms for different timescales.
Allocation Terms and Conditions	The version in force of the IFA/IFA2 Access Terms and Conditions, ElecLink Access Terms and Conditions, Daily Allocation Terms and Conditions, European Harmonised Allocation Terms and Conditions, Swiss Harmonised Allocation Terms and Conditions, Fictitious Auction Allocation Terms and Conditions, IFD Intraday Terms and Conditions and IFS Intraday Terms and Conditions.
Amendment to the First Demand Guarantee	Contractual document signed by the Guarantor and enabling the modification of the amount and/or duration of the First demand guarantee.
Annex	An annex to the Rules.
Article	Division of a Chapter or of the General Provisions describing one or more provisions of the Rules.
Asymmetric Participation	Ability of an RPG to supply a Reserve Type following an upward and downward reserve couple (Ru,Rd) such that Ru is different from Rd.

Authorisation or Authorised	The right to Nominate Capacities acquired during the Allocation Mechanism.
Authorised Body	In accordance with Article L.314-6-1 of the French Energy Code, a body authorised by the administrative authority which, when a generator so requests after signing a Purchase Obligation Contract, may have this contract assigned to it.
automatic Frequency Restoration Reserve (aFRR)	Automatically activated active power reserve available to restore the Network frequency to the nominal frequency and, in the case of a synchronous area consisting of more than one LFC area, to restore the balance of power exchanges to the scheduled value.
Automatic Frequency Restoration Reserve Capacity Bid	Set of technical and financial conditions under which the Reserve Provider proposes to RTE the contracting of automatic Frequency Restoration Reserve capacity.
Automatic Frequency Restoration Reserve Energy Bid	Set of technical and financial conditions under which the Reserve Provider proposes to RTE the activation of the Automatic Frequency Restoration Reserve of an RPG Qualified for the Automatic Frequency Restoration Reserve.
Automatic Network Control Device	Device for Automatic Activation of Specific Balancing Bids responding to changes in the physical grid case on the Network and with the aim of resolving Network Congestion.
Auxiliaries	Technical components necessary for the operation of one or more Generation Units associated with a Generation Site and extracting electrical energy from the Network.
Availability Period	One or more periods of provision of Capacities covering the Initial or Additional Commitments.
Available Margin	Sum of the Manual Frequency Restoration Reserve and the Automatic Frequency Restoration Reserve half-band. It is calculated for a given timescale.
Backup Mode	Operation of the Information System to compensate for the unavailability of certain computer applications and corresponding to the degraded mode defined in the IS Terms and Conditions.
Balance Perimeter	Set of Injection and Extraction elements on the PTS and PDS, declared by a BRP to RTE and/or to one or more DSOs.
Balance Responsible Party Active on a DSO's network or Active BRP	The Balance Responsible Party declared active by the DSOs in the reference data and for which RTE must receive the associated Load Curves from the DSO.
Balance Responsible Party or BRP	A participant that has signed a Participation Agreement to the Rules relating to the BRP mechanism, having financial responsibility for its imbalances.
Balancing Bid	Set of technical and financial conditions under which the Balancing Service Provider makes a proposal to RTE to vary the Injection or Extraction of a BE, either Upwards or Downwards. A Balancing Bid may be a Specific Balancing Bid or a Standard Balancing Bid.

Balancing Capacity	Maximum and minimum power variations, both upward and downward, that one or more Site(s) is (are) able to achieve during a balancing operation, expressed in kilowatts. In the special case of Consumption Sites belonging to a Profiled Consumption Balancing Entity (BE), the maximum upward variation is approximated by the Subscribed Power of the Consumption Site in question and the other three values are considered to be nil;
Balancing End Time	Time after which the BE, having finished varying the Injection or Extraction that enabled the setpoint or the balancing power referred to in the Balancing Order to be reached, reaches what would have been its set point or Injection or Extraction power in the absence of an Activated Balancing Order. The Balancing End Time is defined in 5-Minute Intervals.
Balancing Energy Imbalance of a BE	Volume of energy, positive or negative, established for a BE as the discrepancy between the Volume Achieved and the Theoretical Expected Volume. This volume is valued by RTE at the Balancing Energy Imbalance Settlement Price.
Balancing Energy Imbalance Settlement Price	Price used for the valuation of Balancing Energy Imbalances of a BE.
Balancing Entity (BE)	Basic balancing unit, linked to a single Balancing Perimeter, capable of injecting or extracting a given quantity of electricity into or from the Network during a given period in response to a request from RTE to ensure the balance of the French power system. A BE consists of one or more Generation Units and/or one or more Sites or an Exchange Point. A BE is one of the following five types: - Exchange Point BE, or - PTS Injection BE, or - PDS Injection BE, or - Remotely-read Extraction BE, or - Profiled Consumption BE. A BE must be qualified to offer one or more standard product types.
Balancing Mechanism (BM)	Mechanism set up by RTE in the application of its legal (particularly Article L.321-10 of the French Energy Code) and statutory scope of work regarding: - management of the P=C Balance in real time - replenishing the required minimum Frequency Containment Reserve and Automatic Frequency Restoration Reserve - replenishing the required minimum margin; - resolving Network Congestion on the PTS.

Balancing Order	Message transmitted by RTE to the Order Recipient, designated by the Balancing Service Provider, indicating the Call or Deactivation of a Tender, or the Cancellation of an Order.
Balancing Perimeter	Set of Balancing Entities attached to a single Balancing Party.
Balancing Service Provider	Participant that has signed a Participation Agreement to the Rules relating to the Balancing Mechanism allowing them to submit bids to the Balancing Mechanism.
Balancing Start Time	Time after which the BE begins to vary the Injection or Extraction to reach the set point or balancing power referred to in the Balancing Order. The Balancing Start Time is defined in 5-Minute Intervals.
Bid Usage Conditions (CUO) or Terms of Use	Parameters specified by the Balancing Service Provider that RTE undertakes to respect in the use of a defined Specific Balancing Bid.
Block	Amount of energy declared by a Balance Responsible Party over a Time Interval. A Block comes from a Block Exchange Programme (PEB), for a Delivery Day D.
Block Exchange Programme or PEB	Time Series of power values declared per Time Interval for a full Delivery Day D exchanged between two Balance Perimeters or from a Balance Perimeter to a Consumption Site.
Block Exchange Service	Service that allows BRPs to schedule Block exchanges through private agreements, or to schedule Block sales to Remotely-Read Consumption Sites, and allows RTE to record the transfers of energy volumes made within each Balance Perimeter.
Border Auction Operator	The entity responsible for the allocation of Capacity and the management of other activities related to Cross-Border Capacity Auctions, as defined in the Allocation Terms and Conditions.
Border Schedule	Periodic Border Schedule or Day Ahead Border Schedule or Intraday Border Schedule.
BRP-Site NEB	Agreement between a BRP and a Consumer for the supply of Blocks by the BRP to a PTS or PDS Remotely-Read Consumption Site belonging to the Consumer. The Consumption Site must have a Transmission System Access Contract, a Distribution System Access Contract or a Metering Data Service Contract and must not be connected to the BRP's Balance Perimeter.
Business Day	Any one of the days of the week, with the exception of Saturday, Sunday and public holidays and non-working days as defined in Article L.3133-1 of the French Labour code.
CACM Regulation	Regulation (EU) 2015/1222 establishing a guideline on Capacity allocation and congestion management, as amended

	by Regulation (EU) 2021/280 amending Regulations (EU) 2015/1222, (EU) 2016/1719, (EU) 2017/2195 and (EU) 2017/1485 to align them with Regulation (EU) 2019/943.
Candidate	The legal entity wishing to apply for capacity tenders for aFRR and/or mFRR-RC reserves.
Capacity	Power of one or more Site(s), or physical power transmission rights on an Interconnection, expressed in megawatts.
Capacity Portfolio Manager or CPM	Legal entity held responsible for the commitments made by the Capacity Operators within its Certification Perimeter relating to the settlement of the penalty mentioned in Article L.335-3 of the French Energy Code. As such, it is subject to the financial settlement relating to the imbalance of the Capacity Portfolio Manager. The position of Capacity Portfolio Manager is acquired by signing a dedicated contract with RTE, in the Annex of these Rules.
Central Counterparty	The entity or entities responsible for entering into contracts with market participants, by the novation of the contracts resulting from the matching process, and of organising the transfer of net positions resulting from capacity allocation with other central counterparties or transfer agents.
Certification Declaration	Pre-certification request, submitted to RTE either by a Participant or by RTE when it must self-certify.
Certification Entity (CE)	Demand Response, Generation, or Interconnection type entity. A Certification Entity is an Entity referenced by a Certification Contract or, if appropriate, by a Certification Declaration, and made up of one or more Demand Response Capacities or one or more Generation Capacities or an Interconnection. A CE can be of mono-SO or multi-SO type.
Certification Perimeter	A set of Certification Entities attached to a single Capacity Portfolio Manager (CPM). The Certification Perimeter is the reference for the calculation of the Imbalance of a CPM during the Delivery Period for the calculation of the financial settlement for which it is responsible.
Certified Constructive Capacity(s)	Minimum certified volume of Frequency Containment Reserve and/or Automatic Frequency Restoration Reserve applicable to Power-Generating Modules and Storage Units. The Certified Constructive Capacity value arises: - either from Units subject to an order relating to the technical requirements of design and operation for the connection, Automatic Frequency Control Constructive Capacities as defined by the connection report step 3;

	- or, for other Units, either prior connection agreements or performance commitments, or performance established through the "reference data and performance maintenance" specifications in the Technical Reference Documentation (DTR). The Certified Constructive Capacity value results from the application of the Qualification Criteria based on the requirements determined according to the two points above. The Certified Constructive Capacity value of a Reserve Providing Group is the sum of the Certified Constructive Capacity values of its Units.
Certified Market Capacity(ies)	Frequency Containment Reserve and/or Automatic Frequency Restoration Reserve values certified for an RPG and validated in the Qualification Certificate of the RPG.
Chapter	Division of Market Rules containing the Specific Provisions of a French power demand response mechanism and organised into Articles.
Collection and Payment Fund	A specific account opened by RTE in its accounts to track and centralise financial flows between Electricity Suppliers and Participants performing Balancing Operations, Consumption Modulations or Frequency Ancillary Services on Consumption Sites on the Regulated Payment Model.
Commitment or Reserve Commitment	Amount of Balancing Capacity procured by the Participant to be made available to RTE.
Commitment Type i or Type of Commitment i	Characteristic of a Commitment is defined by the Full Activation Time and the amount of energy per Number of Unbalances to be made available to RTE through Qualified BEs.
Compensation	Sum due from the Reserve Provider to RTE in the event of a negative Reserve Balance.
Complementary Reserve (RR)	Manually activated active power reserve with Full Activation Time less than or equal to 30 minutes.
Completing Balance Responsible Party or Completing BRP	Balance Responsible Party designated by a DSO applying the simplified provisions for the reconstitution of flows.
Compliance	End of a Failure of a Frequency Control for an Reserve Providing Group consisting only of Sites associated with one or more Units with Certified Constructive Capacity.
Connection Bid with Limitations on the Customer's Load	Connection bid where, in the System Normal State, a facility is likely to be subject to limits on Injection or Consumption without financial counterparty.
Constructive Capacity(ies) or Automatic Frequency Control Constructive Capacities	Takes the meaning stated in the Technical Reference Documentation (DTR).

Consumer or End Consumer	Consumer as defined by Article L.331-2 of the French Energy Code.
Consumption Block Exchange Notification (NEBCO)	A declaration made by a Demand Response Aggregator to RTE, identifying that an amount of energy corresponding to a declared Consumption Block is extracted from a given Balance Perimeter and injected into another.
Consumption Curve	Daily Load Curve representing the actual consumption of a Consumption Site or Demand Response Entity.
Consumption Modulation or Modulation	A Consumption Modulation corresponds either to a Consumption Demand Response or to a one-off increase in the level of consumption before or after a Demand Response period as part of a consumption shift, in accordance with Article L.271-1 of the French Energy Code. In the case of a one-off drop in consumption, the Modulation is referred to as a "Downward Consumption Modulation" or "Consumption Demand Response". In the case of a one-off increase in consumption, the Modulation is referred to as an "Upward Consumption Modulation".
Consumption Modulation Technical Approval	Approval issued by RTE under articles L.271-2 and R.271-2 of the French Energy Code, certifying the capacity of a legal entity acting as a Demand Response Aggregator (DRA) on the NEBCO mechanism (block exchange notification of demand response mechanism) or as a Balancing Service Provider on the Balancing Mechanism (BM) to implement consumption Modulations.
Consumption Profiling or Generation Profiling or Profiling	Method used by the DSOs to estimate the consumption or generation of Sites connected to the PDS. This method is based on determination of the pattern of consumption or generation of a category of System User: the Profiles.
Consumption Scheduling Entity or Consumption SE	A basic unit of scheduling corresponding to one or more Consumption Sites capable of participating in the supply of Frequency Ancillary Services, located exclusively on the PTS or exclusively on the PDS, and for which a Forecast Dispatch Schedule is established by a Scheduling Agent. The concept of a Consumption Scheduling Entity is not included in the concept of a Scheduling Entity.
Consumption Site	Site belonging to a Consumer who extracts electricity and for which either a System Access Contract, a Metering Data Service Contract, a Single Contract or an Integrated Contract has been signed. This Site is attached to a single Balance Responsible Party.
Contractual Payment Model	In accordance with Article R.271-8 of the French Energy Code, mechanism by which the terms for the payment due from the Demand Response Aggregator or Balancing Service Provider to the Supplier following a power

	consumption demand response are set out in a contract between them and, if appropriate, the End Consumer of the Consumption Site. This mechanism applies to Reserve Providers under the conditions set out in Chapter 4 of the Rules.
Control Interval	Time Interval which corresponds to the granularity of the calculation of the Volume Achieved of a BE or a DRE.
Control Period	The set of Time Intervals over which RTE calculates the volumes of energy activated on the Balancing Mechanism and on NEBCO in accordance with the applicable performance control procedures.
Coordinated Cross-border Counterparty Exchange or Countertrading	Mechanism implemented between TSOs with the aim of reducing commercial exchanges at Borders.
Coordinated Cross-Border Re-dispatching or Re-dispatching	A mechanism set up between TSOs whose purpose is to lift Network constraints through coordinated action.
Coordination Planning Contract	Contract under which RTE and a Scheduling Agent agree to the terms of requests for quotation, the dialogue process and coordination for carrying out maintenance, renewal, development and repair work on the PTS structures.
Corrected Payment Model	In accordance with Article R.271-8 of the French Energy Code, mechanism by which the payment due from the Demand Response Aggregator or Balancing Service Provider to the Supplier following a power consumption demand response is guaranteed by the End Consumer. The Supplier of the Consumption Site invoices it, in accordance with the contractual terms in force between them and on the basis of the energy share of the supply price, for the energy it would have consumed in the absence of a demand response. This mechanism applies to Reserve Providers under the conditions set out in Chapter 4 of the Rules.
Counterparty	A legal entity designated by the Participant as its counterparty in the neighbouring power system when nominating its Import and/or Export Schedules.
CPM Imbalance	Amount of MW associated with a Capacity Portfolio Manager (CPM), due in respect of the imbalance of a CPM.
Cross Border Marginal Price (CBMP) for France	Marginal price for France returned by each European platform for the exchange of balancing energy.
Cross-Border Capacity Auctions	Market-based mechanism for Capacity Allocation at Borders according to demand response mechanisms (Implicit or Explicit Allocation).
Cross-Border TSO	All Public Transmission System Operators of an Interconnected Participant State.
Daily Balance of Power Exchanges	Amount in MW for one Hour representing the degree of the Reserve Provider's financial exposure to RTE.
Daily Cross-Border Capacity Auctions	Auctioning Capacity at Cross-Border Capacity Auctions for a given Day.

Daily Limit of Exchanges	Value in MW for one Hour of maximum financial exposure of a Reserve Provider to RTE.
Day (D)	24-hour calendar day, starting at 00:00:00 and ending at 23:59:59. 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.
Day Ahead Border Schedule	For a given Day, Export or Import Schedule relating to a Day Ahead Transaction.
Day Ahead Market Coupling	The demand response mechanisms where purchase and sale orders from the daily power market are matched simultaneously with the Capacity Allocations on a day ahead (D-1) timescale via implicit auctions, such as the single day ahead coupling described in the CACM Regulation.
Day Reported as Ecowatt Red	Day on which RTE identifies, on the basis of forward-looking analyses, a significant and imminent threat to the security of supply that might not be contained by using only the mechanisms normally used to guarantee power system balancing. This day of high demand on the power system is reported by RTE using the colour red in the Ecowatt system.
Deactivation Time	Time until which the BE is expected to maintain the new set point or balancing power referred to in the Balancing Order. The Deactivation Time is defined in 5-Minute Intervals.
Decentralised Reserve Providing Group	Reserve Providing Group composed exclusively of Sites whose maximum control capacities, upward or downward, in Frequency Containment Reserve and/or Automatic Frequency Restoration Reserve, are less than or equal to 250 kW.
Declared Modulation Schedule	Day ahead Load Curve per Control Interval and per kilowatt of Consumption Modulation, declared on a Demand Response Entity, Notified by the Demand Response Aggregator to RTE.
Delivery Period	Time period to which a bid relates.
Delivery Point	Physical point on the Network where the physical characteristics of a supply are specified.
Delivery Point Substation	Substation defined in the Distribution System Operator Transmission System Access Contract, for Rank 1 DSOs. For Rank 2 DSOs, the Delivery Point Substation is defined by the Rank 1 DSO to which its Network is connected.
Delivery Time	One of the 24 full Hours of a Day.
Demand Response Aggregator (DRA)	Participant that has signed a Participation Agreement under the NEBCO Terms and Conditions for valuing Consumption Modulations on the electricity markets.

Demand Response Capacity Operator	- Holder of a System Access Contract, a Metering Data Service Contract, a Single Contract, or a regulated sales tariff contract associated with a Consumption Site; - A legal entity with a mandate from the holder of a System Access Contract, a Metering Data Service Contract, a Single Contract, or a regulated sales tariff contract for a Consumption Site, for each Consumption Site making up the Demand Response Capacity.
Demand Response Category	Category defined by order of the Minister responsible for Energy, pursuant to Article L.271-1 of the French Energy Code.
Demand Response Contract	The contract signed between RTE and a contract winner in a call for tender for the development of power consumption demand response capacities pursuant to Article L.271-4 of the French Energy Code.
Demand Response Entity (DRE)	Basic Consumption Modulation unit linked to a single Demand Response Perimeter, capable of carrying out Consumption Modulation operations. A DRE consists of one or more Consumption Sites.
Demand Response Inextricably Linked With Supply (EIF)	Demand response within the framework of a supply bid defined in Article R271-2 of the French Energy Code, characterised by variable periods signalled with a defined notice to the consumer, during which the variable share of the supply price is significantly higher than the remainder of the year and for which separate accounting is carried out for the quantities of power consumed.
DGEC	General Directorate for Energy and Climate (Direction Générale de l’Energie et du Climat)
Direct Activation of mFRR	Activation of a Standard manual Frequency Restoration Reserve (mFRR) Balancing Bid in accordance with the following characteristics: - Preparation lead time of 2.5 minutes - Activation time of 10 minutes required to achieve the expected power - Step time of 6 to 19 minutes depending on the Balancing Start Time - Deactivation time of 10 minutes required to return to the initial power before the Balancing Order A Direct Activation can only take place between two Scheduled Activations.
Direction of the Bid	Upward or downward character of a Bid.
Direction of the Reserve	Upward or downward character of a Reserve.
Distribution Key	Set of values, the sum of which is equal to one (1), which allows allocation of the energy volume corresponding to a Balancing Order, a Retained Modulation Schedule, the Volume Achieved, an Achieved Modulation Time Series,

	or a Regulation power according to a sub-unit of a BE, DRE, or RPG.
Distribution Key by Electricity Supplier, and Fixed Scale	Distribution of Subscribed Power within a Balancing Entity or Profiled Demand Response Entity between the different Electricity Suppliers to which the Profiled Consumption Sites that make up the Entity are attached and the fixed scales to which the Profiled Consumption Sites are attached.
Distribution System Access Contract (CARD)	Contract within the meaning of Article L.111-91 of the French Energy Code, concluded between a User and a DSO for a Site, and entitling the contractor to access the Public Distribution System.
Distribution System Operator (DSO)	Physical or legal entity responsible for the operation, maintenance and, if required, development of the Distribution System in a given zone and, if relevant, its interconnections with other Systems, and responsible for guaranteeing the long-term capacity of the System to meet a reasonable demand for power distribution, in accordance with Directive 2019/944.
Downward Balancing Bid	Balancing Bid proposing a lower Injection or a higher Extraction on the Network.
DSO-P Purchaser	Entity having signed a DSO-P Contract with the DSO, with a view to proposing a Single Contract for Generation to Consumers engaging in self-consumption within the meaning of Article L315-1 of the French Energy Code.
DSO-Purchaser Contract or DSO-P Contract	Contract concluded, including its annexes, between the DSO and a DSO-P Purchaser, relating to the access and use of the PDS. It is concluded with a view to enabling the DSO-P Purchaser to offer to Consumers engaged in individual self-consumption, within the meaning of Article L.315-1 of the French Energy Code, a Single Contract for Generation, in the event of injection into the PDS of surplus energy produced and not self-consumed.
DSO-Supplier Contract or DSO-S Contract	Contract concluded, including its annexes, between the DSO and a Supplier, relating to the access and use of the PDS. It is concluded pursuant to Article L.111-92 of the French Energy Code, with a view to enabling the Supplier to offer Consumers a Single Contract and, if relevant, a Single Contract for Generation.
EBGL (guideline)	Electricity Balancing Guideline: Regulation (EU) 2017/2195 establishing a guideline on electricity balancing, as amended by Regulation (EU) 2021/280 amending Regulations (EU) 2015/1222, (EU) 2016/1719, (EU) 2017/2195 and (EU) 2017/1485 to align them with Regulation (EU) 2019/943.
EIC Code	A system for uniquely identifying stakeholders and objects (e.g.: entities, zones, measuring points, interconnections) on the power system, defined by the

	ENTSO-E (European Network of Transmission System Operators for Electricity).
Elastic Demand in energy	Amount in MW representing the proportion of RTE's energy requirements that must be covered without exceeding a price limit.
Electricity Regulation	Regulation (EU) 2019/943 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity
Electricity Supplier or Supplier	Physical or legal entity authorised, under Article L.333-1 of the French Energy Code, to carry out an activity of purchasing electricity for resale to End Consumers or to System Operators for their power losses. A Supplier may act as a Backup Supplier within the meaning of Article L.333-3 of the French Energy Code.
Electricity Transmission System Users Committee (Comité des Utilisateurs du Réseau de Transport d'Electricité - CURTE)	Committee of Electricity Transmission System Customer Users.
Electronic Certificate Holder	Person designated by the Participant in the "RTE Application Access Form" to access the RTE Information System and act on behalf of the Participant. The Electronic Certificate Holder may be from a third party company.
Emergency and Restoration Regulation or E&R	Regulation (EU) 2017/2196 establishing a network code on electricity emergency and restoration.
ENTSO-E	The "European Network of Transmission System Operators for Electricity" association.
ENTSO-E Transparency Platform	Central information transparency platform established and operated by ENTSO-E pursuant to EU Regulation 543/2013.
Estimated Load Curve	Load Curve estimated by profiling consumption or generation. The Estimated Load Curve may relate to the consumption of a group of Sites connected to the PDS or to power losses on the Network of a DSO.
Exchange Financial Year or Exchange Period	For a Delivery Year, a period that starts on the Start Date of the Delivery Period of Year DY-4 and ends on the Transfer Deadline of the Year of Delivery (DY).
Exchange Point	Physical connection point to an Interconnection.
Exchanges Report	Report of purchases or sales made by a market participant on the active power exchanges in the French market.
Exclusion Period	The period during which a Qualified BE can no longer be included in a List of Commitments to meet a Commitment.
Expected Theoretical Volume of a BE or VAt of a BE	Volume of balancing energy, Upward or Downward, associated with the product and volume activated by RTE on a BE, established for each 5-Minute Interval.
Explicit Allocation	The Allocation process, e.g. the Cross-Border Capacity Auctions, allowing the allocation of the sole Capacity, which is separate from the energy exchanges.

Export	The physical transfer of electrical energy from the PTS to the Network operated by a neighbouring System Operator, including intra-community deliveries.
Export Schedule	An Export Declaration prepared by a Participant that specifies the power, expressed as a whole number of Megawatts, the Transaction Number and the System Operators of the associated destination System.
Extraction	Energy corresponding to a measured consumption or a reported sale, and counted negatively for the calculation of the BRP's Imbalance.
Extreme Temperature	Time Series of values at Time Intervals, for a Delivery Year DY. The Extreme Temperature is used to calculate the Obligation of an Obligated Party, for a Delivery Year DY.
Failure of a BE	Non-compliance by a Balancing Entity (BE), on a given Half-Hourly Interval or on a given Quarter-Hourly Interval, with the failure criteria giving rise to the invoicing of penalties.
Failure of a BE Qualification or BE Qualification-related Failure	Non-compliance with obligations linked to a BE committed to mFRR/RR following the issue of an Activation Order by RTE.
Failure of a Frequency Control	Total or partial failure to deliver frequency control for a Reserve Providing Group, excluding malfunctions arising from a fault in equipment owned by RTE.
Failure of an SE	Non-compliance by a Scheduling Entity (SE), on a given Day, with the failure criterion giving rise to the invoicing of penalties.
FCA (guideline)	Forward Capacity Allocation: Regulation (EU) 2016/1719 establishing a guideline relating to forward capacity allocation, as amended by Regulation (EU) 2021/280 amending Regulations (EU) 2015/1222, (EU) 2016/1719, (EU) 2017/2195 and (EU) 2017/1485 to align them with Regulation (EU) 2019/943.
Final Dispatch Schedule	Set of five power time series that the SE must follow and which corresponds to the last Forecast Dispatch Schedule received for this SE on D-1, amended by any: - Redclarations of Forecast Dispatch Schedules accepted by RTE; and/or - Redclarations of performance and technical constraints; and/or - Activations of Balancing Bids by RTE; and/or - Immediate Implementation Orders. For a set of Sites which do not make up an SE and belonging to a BE, the Final Dispatch Schedule is a set of five power time series that this set of Sites must follow. This Schedule corresponds to the expected power variations following the Activation of Balancing Bids by RTE and/or Immediate Implementation Orders.

Final Dispatch Schedule traced by RTE	Time Series prepared and traced by RTE as a result of the Theoretical Final Dispatch Schedule and the Actual Final Dispatch Schedule of an SE or a Consumption SE.
Financial Guarantee	The sum of the First demand guarantee and any liquidity deposits provided by a BRP.
First demand guarantee	This first demand guarantee falls within the framework of article 2321 of the French Civil Code. The details of the Guarantees to be respected are set out in the corresponding Chapters.
Fixed Scale	Scale established according to the characteristics of Consumption Sites whose demand is fully or partially modulated, defined in euros per megawatt hour for each Control Interval, according to which RTE calculates the amount of the payment due to the Suppliers or to the Demand Response Aggregators of the Consumption Sites under the Regulated Payment Model who perform electricity Consumption Modulations.
Fixed Start-Up Fee	Fixed fee in Euros to remunerate the fixed part of the start-up cost of thermal Generation Units making up a BE.
Flow-Based Area	Several Interconnections, at least one of which is between France and an Interconnected Participant State for which a market coupling based on flows is applied in accordance with Article 20 of the CACM Regulation.
Forecast Compliance Date	Date on which a Reserve Provider undertakes, at the latest, to end a Failure of a Frequency Control of one of its Reserve Providing Groups.
Forecast Dispatch Schedule	In the case of facilities connected to the PTS, or connected to the PDS participating in the BM or in Primary or Secondary Frequency Control, a Forecast Dispatch Schedule corresponds to all of the five power time series established, with a resolution of 5, 15 or 30 minutes, by a Scheduling Agent on D-1 for D and possibly amended by Redclarations accepted on D, comprising the information relating to the forecast of an SE or Consumption SE: - active power; - Participation in the Frequency Containment Reserve Upward; - Participation in the Frequency Containment Reserve Downward; - Participation in the Secondary Automatic Frequency Restoration Reserve Upward; - Participation in the Secondary Automatic Frequency Restoration Reserve Downward. In the case of facilities connected to the PDS which do not participate in the BM, the definition of the Forecast Dispatch Schedule is given in the “generator-DSO” exchange agreements.
Forecast Dispatch Schedule traced by RTE	Set of five Time Series traced by RTE resulting from the Forecast Dispatch Schedule of an SE or a Consumption

	SE, prepared by a Scheduling Agent on D-1 for D and possibly amended by Accepted Redeclarations on D.
Forecast Imbalance for a Balance Perimeter or Forecast Imbalance	Imbalance which is not definitive, calculated from D-1, on the basis of data reported at the time of the calculation.
Fortuitous Unavailability	Unpredictable and unavoidable unavailability of a Generation Unit, a control capacity or a PTS or PDS structure resulting from either the operation of an automatic system or a voluntary action to ensure the safety of persons or property, or power system reliability.
France	Mainland metropolitan France.
French Energy Regulatory Commission (Commission de Régulation de l'Energie - CRE)	Independent regulatory authority responsible for regulating the energy sector in France, whose scope of work, organisation, operation, remit and powers of investigation and control are defined in Articles L131-1 to L135-16 of the French Energy Code.
Frequency Containment Reserve (FCR)	The active power reserves with automatic activation available to stabilise the frequency of the Network following an imbalance;
Frequency Containment Reserve (FCR)	Active power reserve available to stabilise the Network frequency following an imbalance.
Frequency Ancillary Services or SSYf	Services including Primary and Secondary Frequency Control.
FTR options or Financial Transmission Rights options	Right giving its holder the possibility to receive a financial remuneration based on the price difference between the day ahead spot markets concerned for a defined period and direction.
Full Activation Time or FAT	Activation time required to reach the expected power for the delivery of the product concerned.
Futures Market	Market for derivative products on the electricity exchanges active on the French market.
Gain (K factor)	Primary Frequency Control Gain, in MW/Hz. This characteristic parameter of the regulation system of the Reserve Providing Group or Generation Unit determines the expected theoretical response of the Reserve Providing Group (in MW) in terms of Primary Frequency Control when the frequency differs from 50 Hz. In case of asymmetric gain the Upward Gain characterises the theoretical response expected when the frequency is below 50 Hz and the Downward Gain the theoretical response expected when the frequency is above 50 Hz.
Gate Closure	Deadline for submitting, amending or withdrawing a Balancing Bid, Automatic Frequency Restoration Reserve Energy Bid, Automatic Frequency Restoration Reserve Capacity Bid, an initial Declaration or Redeclaration of a Schedule, or of technical constraints and performances and sending Periodic, Daily or Intraday Nominations.

	This submission deadline can be set independently for each mechanism.
General Provisions	Provisions defining the legal and general terms and conditions of the Market Rules.
Generation Capacity	The power from one or more Generation Site(s) that can be injected into the Network.
Generation Capacity Operator	Holder of a System Access Contract or a Metering Data Service Contract for the Generation Capacity, or their authorised representative.
Generation Facility	A group consisting of one or more Generation Units and associated Auxiliaries.
Generation Feed Network	For a Generation Site connected to the PTS, the set of PTS structures required to feed the generation into the PTS, as described in the Specific Site Conditions of the CART.
Generation Unit (GU)	Group of rotating machines or static generators transforming primary energy (thermal, hydraulic, wind, tidal, solar, etc.) into electrical energy injected into the System. A Generation Unit may need Auxiliaries to operate.
Generator	Generator established in France pursuant to Article L.311-1 of the French Energy Code.
Global Consumption Total or BGC	Load Curve, for a BRP on a DSO's Network, calculated by RTE after Spatial Alignment of the estimated Load Curve, based on Load Curves forwarded by the DSO.
Gradient	The rate of change in the power of a Generation Unit, expressed in megawatts per minute (MW/min), equal to the Upward Gradient when the power of the Generation Unit increases (or Downward Gradient when the power of the Generation Unit decreases).
Guarantor	Credit institution that issues the First demand guarantee.
Half-Hourly Interval or 30-Minute Interval	Time Interval of 30 minutes, the first of each Day starting at 00:00:00.
Hour or H	Period of 60 minutes corresponding to French legal time.
Hourly Interval	Time Interval of 60 minutes, the first of each Day starting at 00:00:00.
Imbalance at Borders	Difference between the Metering Data measured at Interconnections (exports counted positively and imports counted negatively) and the cross-border schedule at Interconnections (exports counted positively and imports counted negatively).
Imbalance of a Balance Perimeter or Imbalance	Volume of energy, positive or negative, established for a Balance Perimeter, as the discrepancy between the total quantities of energy injected and the total quantities of energy extracted over an Imbalance Settlement Period.
Imbalance Settlement Period	Time Interval corresponding to the granularity of the calculation of the Imbalances of a Balance Responsible Party.

Imbalance Settlement Price or ISP	Price at which the Energy Imbalance of a Balance Perimeter is valued to establish the financial compensation between RTE and the Balance Responsible Party.
Immediate Implementation Order	Order issued by RTE through a specific mechanism to safeguard the power system for which the implementation conditions are set out in an agreement relating to the transmission and implementation of safeguarding orders.
Impact Factor by Delivery Point Substation	The Impact Factor by Delivery Point Substation associated with a BE or DRE is a series of $2 \times N$ powers with N being the number of Delivery Point Substations to which the Sites attached to this BE or DRE are connected. For a given Delivery Point Substation, the two values used represent the maximum variation of the transported power, upward and downward, that the Delivery Point Substation can undergo during a balancing operation or demand response valued on the energy market.
Implicit Allocation	The Allocation process, e.g. the Intraday Market Coupling or the Day Ahead Market Coupling, allows the allocation of Capacity and energy simultaneously.
Import	The physical transfer of electrical energy from the Network operated by a neighbouring System Operator to the PTS, including intra-community deliveries.
Import Schedule	An Import Declaration prepared by the Participant that specifies the power, expressed as a whole number of Megawatts, the Transaction Number and the associated Operators of the associated originating System.
Index	Values recorded on the dials of a Meter at a given date allowing the calculation of the quantity of energy injected or extracted between two readings.
Inelastic Demand in energy	Amount in MW representing the proportion of RTE's energy requirements that must be covered at all costs.
Information System or IS	RTE's computing environment, accessible to the Participant, which hosts RTE's applications that allow the execution of the Market Rules.
Initial Commitments	Reserve commitment contracted with RTE following an annual or daily call for tenders.
Injection	Energy treated as measured generation or declared as a Declared Supply and counted positively in the calculation of the Balance Responsible Party's Imbalance.
Injection Site or Generation Site	Site to which Article L.311-1 of the French Energy Code applies, which injects electrical energy at one or more injection points on the Network and for which a Transmission System Access Contract, a Distribution System Access Contract, a Metering Data Service Contract or a Single Contract for Generation has been signed.

	It comprises one or more Generation Units and, if relevant, one or more Auxiliaries;
Installed Power of a Site	Installed Power as defined in Article 3 of the French Decree of 9 June 2020 on technical design and operating requirements for connection to electricity networks. The Installed Power of a Site is also the Installed Power shown in the System Access Contract or the Metering Data Service Contract of the Generation Site.
Integrated Contract	A contract concluded between the historic Supplier and a Consumer. The purpose of this contract is to define the terms for electricity supply at regulated sales tariffs as well as the technical, legal and financial terms for access to the Public Electricity Network.
Interconnected Participant State	May be (i) a member State of the European Union whose electricity grid is connected by an interconnection to the electricity grid of mainland metropolitan France; (ii) or a State that is not a member of the European Union whose electricity grid is directly connected by an interconnection to the electricity grid of mainland metropolitan France, and which has set up a capacity mechanism, valuing all the contributions to their security of supply, in particular the contributions of their interconnections with mainland metropolitan France, or those of French capacities. The list of these States is established by order of the Minister for Energy.
Interconnection	Group of electricity lines interconnecting the PTS with the Network of the System Operators of the same neighbouring country. An Interconnection may be Regulated or Exempt.
Interconnection Capacity	A physical power transmission right on an Interconnection, for import or export, expressed in Megawatts.
Interruptibility Contract	Contract concluded between RTE and a Consumption site directly connected to the Public Transmission System relating to active demand response within the framework of the RTE Defence Plan established pursuant to Regulation (EU) 2017/2196 establishing a network code for a state of emergency and restoration of the power grid.
Intraday Auction	Auctioning of the intraday cross zonal capacity within the framework of the single methodology for pricing intraday cross zonal capacity, as described in the CACM Regulation.
Intraday Border Schedule	Export or Import Schedule for all or part of a Day and relating to an Intraday Transaction.
Intraday Market Coupling	The demand response mechanisms where purchase and sales orders from the intraday power market are matched simultaneously with Capacity allocation on a continuous basis over an intraday timescale, such as the single intraday coupling described in the CACM Regulation.

IS Terms and Conditions	Access Terms and Conditions for the RTE Information System and Applications available on the RTE Website.
Joint Allocation Office (JAO)	The company called the “Joint Allocation Office”, a public limited company incorporated under Luxembourg law, registered in the Luxembourg Trade and Companies Register under number B142.282, whose purpose is primarily to allocate explicitly auctioned capacity and administer the secondary market on behalf of the Public Transmission System Operators.
LFC Block Operation Agreement	Multi-party agreement between the Transmission System Operators (TSOs) of an LFC Block if this block is operated by several TSOs, and operational methodology for the LFC Block adopted unilaterally by the relevant TSO if this block is managed by one TSO.
Limited Energy Reservoir (LER)	Reserve Providing Group for which a continuous activation of the full reserve for two hours in the positive or negative direction could, without taking into account the effect of active management of the reservoir, lead to a limitation of its capacity to provide full activation of the Frequency Containment Reserve due to the depletion of its energy reservoir(s), taking into account the energy of the reservoir actually available.
List of Commitments	The list sent by the Participant to RTE consisting of Qualified BEs to participate in the mFRR and the Complementary Reserve and that the Participant commits to Day D in order to comply with its Commitments, specifying for each Commitment, the BEs and the technical characteristics of the Power Time Series offered by BE.
Load Curve (LC)	A series of time-stamped average power values over a Time Interval. The Load Curve can be that of a Site or a group of Sites connected to the PTS or the PDS, or of substation supplying power to the PDS from the PTS, or of an Entity, etc. Each power value is identified using the Year, Day and Time of the start of the Time Interval.
Load Reduction or Downward Consumption Modulation or Downward Modulation	In accordance with Article L. 271-1 of the French Energy Code, an action aimed at temporarily reducing, through a one-off request sent to one or more End Consumers by a Demand Response Aggregator or an Electricity Supplier, the level of actual electricity extraction from the PTS or PDS by one or more Consumption Sites, compared to a forecast consumption schedule or an estimated consumption.
Load Reduction Perimeter	Set of Demand Response Entities attached to a single Demand Response Aggregator.
Load-Frequency Control Block or LFC block	A part of a synchronous area or a whole synchronous area, physically demarcated by measurement points at interconnections with other LFC blocks, made up of one or several LFC areas, operated by one or more TSOs

	fulfilling the load-frequency control obligations. France's LFC block structure, for which RTE is the block supervisor transmission system operator, within the Continental Europe Synchronous Area is identified and described in the joint proposal on the determination of LFC blocks in the Continental Europe Synchronous Area under the terms of Article 141, paragraph 2 of the SOGL.
Local Distribution Company (LDC)	Distribution System Operator defined in Article L.111-52 2° of the French Energy Code.
Local flexibility	PDS Network Flexibility which a DSO may use by calling on the market.
Losses Purchase Contract	Contract for the purchase of energy by RTE as compensation for power losses on the PTS.
manual Frequency Restoration Reserve (mFRR)	Manually activated active power reserve with Full Activation Time less than or equal to 15 minutes.
Marginal Balancing Price or MBP	Price of the last balancing energy tender called in order to manage the P=C Balance, over the Imbalance Settlement Period considered and according to the Trend in the French electricity system.
MARI Platform	European platform for the exchange of balancing energy from the manual Frequency Restoration Reserve (mFRR), established in accordance with Article 20 of the EBGL Regulation.
Market Access Commission (Commission Accès au Marché - CAM)	Market Access Commission, subgroup of the Committee of RTE Client Users.
Market Participant at Interconnections	Participant that has signed a Participation Agreement relating to the terms and conditions for accessing the PTS for Imports and Exports to establish Import or Export Schedules.
Market Volume	Volume of balancing energy, Upward or Downward, retained and paid by RTE for the activation of a BE, established for each 5-Minute Interval.
Matching	The transaction between RTE and another System Operator, after each nomination gate, with the purpose of agreeing on the implementation of the Schedules.
Maximum Energy	Maximum energy value resulting from the Forecast Dispatch Schedule, or any upward balancing operation, for a BE over the Day.
Maximum Power	Maximum power that may be supplied by a BE.
Maximum Power Offered	Maximum power offered by a Balancing Service Provider for a BE.
Maximum Spot Price	The Maximum Spot Price for a given Time Interval is the maximum price of the daily French electricity market authorised by the NEMOs designated by the French authorities over this Time Interval.
Maximum Usage Period (DOmax)	The time, expressed in minutes and at a resolution of 5 minutes, after which an Activated Balancing Bid must be Deactivated.

Mean Consumption Power	Corresponds to the energy extracted in the Perimeter of a BRP over a given period of time, divided by the duration of the period.
Measuring Interval	Consecutive Time Intervals of the same length during which the average power values measured by the Metering Installation at the Metering Point are measured and recorded. These Intervals can be in Hourly Intervals, Half-Hourly Intervals, Quarter-Hourly Intervals, Ten-Minute Intervals, or a sub-multiple of 10 minutes.
Météo France Reference Data	Set of 100 temperature time series, half-hourly, over one Year, for a set of 32 weather stations. The Météo France Reference Data is accessible on the Website: www.meteo-france.fr
Meter	Active and/or Reactive Energy measurement device that can also store the measured energies for a fixed period.
Metered Volume of a BE (VR of a BE)	Volume of balancing energy over a Control Interval, obtained by comparing the Load Curve of the BE with its Reference Curve.
Metering Data	Energies measured in 1-minute intervals or multiples of this interval (5', 10', 15' or 30') at each Metering Point, and expressed as average power. Each of these values is time-stamped (year, day, hour and minute in UTC or legal time) and stored so that they can be remotely read and made available if required.
Metering Data Service Contract	Contract which RTE or a DSO may enter into with a Generator or a Consumer for a Site which is not directly connected to the Network (metered site). This contract provides for the designation of a Balance Responsible Party to which the metered Site is attached and the description of the terms for metering and invoicing for the energy delivered to this metered Site. The metering data service may be included in an Additional Services Contract, in which case the Metering Data Service Contract refers to the Additional Services Contract.
Metering Installations	Metering Installations consist of all or some of the following: - current transformers; - voltage transformers; - Meters; - Meter installation space; - ancillary services; - access to telecommunication networks allowing remote reading of Index and/or Measurement Curves. The Metering Installations provide either Measurement Curves and Indexes, or Indexes only, read by the System Operator concerned.
Metering Point or PDC	Physical point where the measurement transformers designed to meter energy are installed.
Metering Service Agreement	Agreement signed between a DSO and a customer holding a Distribution Network Access Agreement

	(CARD) in order to separately meter part of the site energy supply. This agreement provides for the appointment of the Balance Responsible Party to which the installation receiving the metering service is attached and a description of the metering procedures.
mFRR/RR Approval or Technical Approval	The technical approval of a Balancing Entity (BE) for the mFRR and the Complementary Reserve which certifies that the BE meets the technical characteristics of the mFRR/RR Terms and Conditions.
mFRR/RR Failure	Any breach of mFRR/RR contractual obligations leading to the payment of penalties. "Failure" refers to the action or omission of the Participant leading to the reporting of an mFRR/RR Failure.
mFRR/RR Fixed Premium	Amount corresponding to the contracted power multiplied by the marginal price of each Commitment Type i, or if appropriate, the Participant's bid price.
Minimum Energy	Minimum energy value resulting from the Forecast Dispatch Schedule, or any downward balancing operation, for a BE over the Day.
Minimum Power	Minimum power that may be supplied by a BE.
Minimum Usage Period (D_{Omin})	The time, expressed in minutes and at a resolution of 5 minutes, during which an Activated Balancing Bid cannot be Deactivated.
Mobile Period	Period defined in Article R.271-2 of the French Energy Code, associated with a supply bid for which the variable part of the supply price is significantly higher over that period than the rest of the year.
Mobilisation Lead Time for a Bid (DMO)	Lead time required for operations to activate a Balancing Bid. This period is the minimum duration to be respected by RTE between the provision of the order and the requested Activation Time.
Modulation Capacity	Variation in power that one or more Consumption Site(s) is (are) able to achieve during a Consumption Modulation.
Modulation End Time	Last Control Interval of a Modulation Period.
Modulation Period	Continuous time period consisting of a set of successive Control Intervals for which the values of the Declared Modulation Schedule or the Retained Modulation Schedule associated with a DRE are not zero.
Modulation Start Time	First Control Interval of a Modulation Period.
Month	Period commencing on the first Day and ending on the last Day of one of the 12 months in a calendar Year.
Network	Public Transmission System or Public Distribution System.
Network congestion	Power system grid case where the Reliability Rules are no longer satisfied locally, taking into account the

	distribution of the Injections and Extractions in a given zone of the Network.
Network Flexibility	Tool for one or more Sites connected to the PDS or PTS, which is aimed at modulating their injection and/or extraction power, and which a System Operator may use in order to resolve a constraint on the Network it operates. Within the meaning of the Rules, any activation of this/these Site/Sites for network reasons that takes place via the Balancing Mechanism continues to be considered a Balancing Operation and not an activation of Network Flexibility.
Neutralisation Lead Time (DN)	1 Hour period following a Gate Closure, during which: - Specific Balancing Bids Submitted and/or Modified and Taken Into Account during this Gate Closure can be called but cannot be activated; - the Withdrawals of Specific Bids Taken into Account during this Gate Closure cannot be effective; - Redclarations of Forecast Dispatch Schedules and/or technical performances and constraints, accepted during this Gate Closure, cannot be implemented.
Neutralisation Lead Time Between Activations (DNA)	The lead time declared by the Balancing Service Provider for a Specific Balancing Bid corresponding to the minimum time between the Deactivation Time of a balancing operation and the Activation Time for the next balancing operation.
New Exempt Interconnection (NEI)	Group of electricity lines and associated equipment intended for cross-border electricity exchanges and falling within the exemption framework governed by Article 63 of Regulation (EU) No. 2019/943 of the European Parliament and of the Council on the internal electricity market.
Nominated Electricity Market Operator (NEMO)	Day ahead and intraday electricity markets operator as defined in Regulation (EU) 2015/1222 establishing a guideline on capacity allocation and congestion management.
Nomination or Nominate	Notification by a Participant of its Export and/or Import Schedule(s) that it wishes to use within an allocated Interconnection Capacity.
Non-Block Consumption	The Non-Block Consumption of a Remotely-Read Consumption Site, over a given time interval, corresponds to the difference between the energy extracted by the Site and the energy of the Block Exchange Schedule provided to the Site within the framework of the BRP-Site NEB.
Notification or Notify	Written exchange of information sent by one Party to another Party: - by hand in exchange for a receipt; - by registered letter with recorded delivery; - by electronic means with return receipt in accordance with the requirements set out in Article L.100 of the French Postal and Electronic Communications code.

Obligated Electricity Purchaser	Depending on the case: - Electricité de France or a Local Distribution Company responsible for supplying energy in its service zone, responsible for signing a contract for the purchase of the energy generated on national territory by Generation Facilities requesting it, under the terms set out in articles L.311-10 and L.314-1 of the French Energy Code; - or an authorised body as mentioned in article L.314-6-1 of the French Energy Code for which a purchase agreement may be transferred pursuant to this same article.
Obligated Purchaser of Losses	Purchaser of Losses subject to the Capacity Obligation.
Observability	The Observability of the BEs or RPGs consists of having remote information in RTE power system control centres to monitor the supply of reserves.
Operating Margin	Available Margin from which is subtracted the power of Specific Balancing Bids identified to ensure P=C balance. It is calculated for a given timescale.
Order Receiver	Physical person or system approved by RTE, designated for Balancing purposes to receive Balancing Orders from one or more BEs within the same Balancing Perimeter.
Oriented Border	An Interconnection differentiated by import or export direction.
P=C Balance	Balance of Injections and Extractions taking into account power losses on the PTS.
Participant	Legal entity having signed a Participation Agreement with RTE, and which fulfils the criteria required for the Quality or Qualities specified in its Participation Agreement.
Participation Agreement	A contract agreed between RTE and a Participant whereby the Participant undertakes to comply with the General Provisions and Specific Provisions of a Chapter in the Market Rules. Each Participation Agreement shall comply with the template provided in the Annex of the applicable Chapters.
Party	RTE, a Participant, or any other person signing a contract template in the Annex to a Chapter of the Rules.
Payment Incident	Failure to pay the full sum owed by the Participant before the agreed deadlines. A Payment Incident is characterised in particular by its duration, counted from the due date shown on the invoice.
PDS Balance Perimeter	Sub-unit of the Balance Perimeter made up of all the Injection and Extraction elements on a DSO's Network.
PDS Network Flexibility	Network Flexibility of one or more Sites connected to the PDS that a System Operator can use to resolve a constraint on the PDS or PTS.

Penalty	Financial compensation paid by the Participant to RTE for non-compliance with one of its financial commitments.
Performance Imbalance	Imbalance between the observed performance of a Reserve Providing Group and the performance requested by RTE.
Perimeter of an Obligated Party	Set of Consumption Sites and/or Purchasers of Losses, which may change during the Delivery Period, and associated with an Obligated Party.
Periodic Border Schedule	For a given Day, Export or Import Schedule for a Periodic Transaction.
Physical Data	Physical extraction (total consumption of the Site) and physical injection (total injection of the Site / energy produced by the Site facilities) in active energy corrected for transformation and on the link. These data are calculated from the Metering Data by applying the Energy Metering formulas for the Balance Responsible Party, contained in the Special Conditions of the CART ("Energy Metering Formulas for the Balance Responsible Party system"). This data is considered "raw" if it is calculated from Raw Metering Data. It is called "validated" if it is calculated from Validated Metering Data. Invoicing of the Balance Responsible Party system is based on data with validated status.
Physical Extraction	Quantity representing the energy physically extracted from the Balance Perimeter of a BRP.
PICASSO Platform	European platform for the exchange of balancing energy from the Automatic Frequency Restoration Reserve (aFRR), established in accordance with Article 21 of the EBGL Regulation.
Power-Generating Module	Has the meaning stated in the Technical Reference Documentation (DTR)
PP1 Peak Period or PP1	Period consisting of time slots on Days in the Delivery Year Period, used for the calculation of the Obligation of Obligated Parties for a given Delivery Year. PP1 is included in the PP2 Peak Period.
PP2 Peak Period or PP2	A period consisting of time slots on Days in the Delivery Year Period, used for the calculation of the Certified or Actual Capacity Level for a given Delivery Year.
Preparation Lead Time (DP)	Lead time needed for operations by a BE prior to the Balancing Start Time of a Bid (for each Direction of the Bid), for any implicit Balancing Bid excluding Start-up Bids.
Price Segment	Sub-period of one Day. There are six Price Segments and they are defined according to the following timetable: [00:00; 06:00], [06:00; 11:00], [11:00; 14:00], [14:00; 17:00], [17:00; 20:00], [20:00; 24:00].
Primary Frequency Control	Automated mechanism for a Reserve Providing Group allowing it to adjust its generation or consumption of active energy following a frequency variation.

Profile	Statistical representation of the form of consumption or generation of a category of System User over time. There are two types of Profile: static or dynamic.
Profiled Consumption Site	A Consumption Site: - connected, directly or indirectly, to the PDS; and - for which the consumption Load Curve is estimated by Profiling; or - connected to a DSO applying, for this Consumption Site, simplified provisions for the reconstitution of flows and without a Metering Installation that returns Remotely-Read Load Curves.
Profiled Demand Response Entity or Profiled DRE	A Demand Response Entity made up of Consumption Sites whose Subscribed Power is strictly below the threshold below which the consumption of the Sites can be calculated by Profiling.
Profiling Governance Committee (PGC)	Committee proving a dialogue process on changes to Profiling.
PTS Balance Perimeter	Subset of the Balance Perimeter made up of all the Injection and Extraction elements on the PTS.
PTS Network Flexibility	Network Flexibility of one or more Generation Sites connected to the PTS that the TSO can use to resolve a constraint on the PTS.
Public Distribution System or PDS	All the installations defined in Article L.2224-31 of the General Code of territorial communities.
Public Transmission System (PTS) Specifications	Agreement governing the process by which the State grants RTE a concession to run the Public Electricity Transmission System, the purpose of which is the development, maintenance and operation of the PTS as described in Article L.321-2 of the French Energy Code. The PTS Specifications are appended to the amendment of 30 October 2008 to the concession agreement of 27 November 1958 between the State and RTE.
Public Transmission System or PTS	All of the installations referred to in Article L.321-4 of the French Energy Code and in Decree No. 2005-172 of 22 February 2005 adopted for its application.
Purchase Obligation Contract	Contract concluded between a Generation Capacity Operator and an Obligated Purchaser under the Supply Obligation mechanism.
Purchaser of Losses (PL)	Public Transmission System Operator or Distribution System Operator located in mainland France, supplying itself with power to compensate for its power losses.
Qualification Certificate (or Qualified, Qualification, or Certification of Qualification)	Certificate issued by RTE to a Reserve Providing Group concerning its capacity to supply the Frequency Containment Reserve or Automatic Frequency Restoration Reserve.
Qualified BE	BE which has obtained its Approval and is not subject to suspension of Approval.
Qualified Consumption Site for sub-metering	Remotely-Read Consumption Site with a qualification enabling its Load Curve to be established on the basis of data measured by sub-metering devices.

Qualified Demand Response Aggregator for experimentation on sub-metering	Demand Response Aggregator with a qualification enabling it to value Modulation Capacities from Qualified Consumption Sites for sub-metering.
Qualified Demand Response Aggregator for the Profiled Consumer	Demand Response Aggregator with a qualification permitting it to value Profiled Consumption Sites for which it transmits the Load Curve.
Qualified Perimeter of a BE	The set of Sites that contributed to obtaining BE Qualification under the Rules relating to FRR and RR capacity. The Qualified Perimeter of a BE is a subset of the perimeter of that BE.
Qualify or Qualified or Qualification or Qualification Process	Qualification is a process allowing: - a Balancing Service Provider to be Qualified and to participate in the BM; - a BE to be Qualified and to propose Standard Product bids. The Qualification Process for a BE consists of a Pre-Qualification step and a Qualification monitoring step.
Quarter-Hourly Interval or 15-Minute Interval	Time Interval of 15 minutes, the first of each Day starting at 00:00:00.
Rank 1 DSO	DSO whose System is connected to the PTS.
Rank 2 DSO	DSO whose System is not connected to the PTS, but connected to a Rank 1 DSO.
Raw Metering Data	Metering Data as recorded in the Meter used as a reference, without modification by RTE.
Reason (for the Balancing Operation)	Need met by the Activation of a Balancing Bid. The Reason can be of four different types: - management of the P=C Balance; - replenishing the required minimum Frequency Containment Reserve and Automatic Frequency Restoration Reserve - replenishing the required minimum margin; - handling Network Congestion.
Reconstitution of Flows	Set of processes applied by the Distribution System Operators to allocate the respective quantities of energy from their Network by Balance Perimeter.
Redeclaration	Information transmitted to RTE by the Scheduling Agent concerning amendments to the Forecast Dispatch Schedule of an SE, and/or the technical constraints and performance of a Generation Unit.
Reference Curve	Daily Load Curve, calculated for each Control Interval of the Control Period representing the volume of electricity that the End Consumer would have consumed or that the Generator would have produced in the absence of a Balancing Order for a BE or a Modulation Order for a DRE.
Reference Schedule	A schedule developed during Monthly Coordination meetings and updated during Weekly Coordination meetings or during Coordinated Amendments that specifies each Power-Generating Module's Availability

	States, Availability Commitments, and Power Commitments. The Reference Schedule may consist of one or more documents.
Reference Spot Price	The Reference Spot Price for a given time interval is the average price of the daily French electricity market prices established by the designated NEMOs in France over that Time Interval, weighted according to the volumes handled by each NEMO over that Time Interval.
Regulated Capacity Price	Regulated price for the Reserve Obligation remuneration.
Regulated Interconnection	Group of electricity lines and associated equipment intended for cross-border electricity exchanges and not falling within the exemption framework governed by Article 63 of Regulation (EU) No 2019/943 of the European Parliament and of the Council on the internal electricity market.
Regulated Payment Model	In accordance with Article R.271-8 of the French Energy Code, mechanism by which the payment due from the Demand Response Aggregator or Balancing Service Provider to the Supplier following a power consumption demand response is established by application of the Fixed Scales. This mechanism applies to Reserve Providers under the conditions set out in Chapter 4 of the Rules.
Remotely-Read Consumption Site	Consumption Site equipped with a Metering Installation that returns Remotely-Read Load Curves the values from which are used for the Reconstitution of Flows to determine site consumption.
Remotely-Read Demand Response Entity or Remotely-Read DRE	Demand Response Entity consisting only of Remotely-Read Consumption Sites whose Subscribed Power is greater than or equal to the threshold below which the consumption of the Sites can be calculated by Profiling.
Remotely-Read Load Curve	Load Curve defined from remotely-read measurements taken from one or more Metering Installations.
Required Margin	Minimum margin sized to comply with a predefined risk level before exceptional resources, non-offered BEs and emergency resources are called upon. It is calculated for a given timescale.
Réseau de Transport d'Electricité or RTE	Public Limited Company responsible for managing the French Public Transmission System, carrying out its scope of work, in particular, in accordance with Articles L.321-6 et seq. of the French Energy Code.
Reserve Balance	For a Reserve Provider, the difference between, on the one hand, the scheduled Reserves and, on the other hand, the Reserves contracted to be supplied in accordance with their Reserve Obligation or Commitments and the total balance of Reserve Exchanges performed.
Reserve Exchange	Private exchanges of Reserve Commitments between Participants.

Reserve Exchange Notification or NER	A Participant's declaration to RTE of Commitments to be added or removed from another Participant's Commitments.
Reserve Obligation	Reserve commitment relating to the needs of France contracted by obligations to the Reserve Providers.
Reserve Perimeter	Set of Reserve Providing Groups attached to a single Reserve Provider.
Reserve Provider or RP	Participant that has signed a Participation Agreement to the Rules relating to the System Services allowing contribution to frequency control.
Reserve Providing Group (RPG)	A basic unit of reserve linked to a single Reserve Perimeter, consisting of one or more Generation Units, or one or more Sites involved in the supply of Frequency Ancillary Services.
Reserve Purchaser	Participant who acquires reserves.
Reserve Seller	Participant who transfers Reserves.
Reserve Type	Frequency Containment Reserve or Automatic Frequency Restoration Reserve.
Reserved Capacity	Sum of the Commitments of the Participant.
Retained Modulation Schedule	Day ahead Load Curve per Control Interval and per kilowatt of Consumption Modulation, retained by RTE for a Demand Response Entity. The Retained Modulation Schedule is constructed on the basis of the Declared Modulation Schedule and then Notified by RTE to the Demand Response Aggregator.
Rolling Year	Period of 12 Months commencing on a given date.
RTE Website	Website with address: https://www.rte-france.com and all Websites belonging to RTE that are referenced therein.
Rules or Market Rules	The set of terms and conditions governing the French electricity market rules put in place by RTE pursuant to the French Energy Code or European regulations. Each of these terms and conditions shall be approved by the French Energy Regulatory Authority (CRE) or, if relevant, by the Minister responsible for energy after obtaining the opinion of the CRE.
Scheduled Activation of mFRR	Activation of a Standard manual Frequency Restoration Reserve (mFRR) Balancing Bid in accordance with the following characteristics: - Preparation lead time of 2.5 minutes - Activation time of 10 minutes required to achieve the expected power - Step time of 5 minutes centred on the bid Delivery Period

	- Deactivation time of 10 minutes required to return to the initial power before the Balancing Order
Scheduled Unavailability	Planned unavailability of the PTS or PDS in accordance with the terms specified in the Generation and Network Coordination Planning Contract or, if there is no such contract, in accordance with the terms specified in the System Access Contract.
Scheduling Agent or SA	Participant that has signed a Participation Agreement to the Rules relating to the Scheduling allowing the establishment of Forecast Dispatch Schedules.
Scheduling Entity (SE)	A basic scheduling unit linked to a single Scheduling Perimeter, consisting of one or more Generation Units, or one or more Sites, and for which a Forecast Dispatch Schedule is established by a Scheduling Agent. The notion of a Scheduling Entity does not include that of a Consumption Scheduling Entity.
Scheduling Gap	For an injection BE linked to an SE, imbalance between the load curve and the last Forecast Dispatch Schedule received, averaged before and after the balancing.
Scheduling Perimeter	Set of Scheduling Entities attached to a single Scheduling Agent.
Scheduling System	Mechanism by which a Participant, or a DSO, transmits to RTE a schedule that contains, among other things, a time series of generation in active power, and where appropriate, Time Series of participation in the Frequency Containment Reserve and Automatic Frequency Restoration Reserve.
Secondary Frequency Control or RSFP	Centralised automated mechanism (at RTE national dispatching level) to adjust the generation or consumption of Reserve Providing Groups so as to maintain the initial exchange schedule on the Interconnections and the nominal frequency.
Short-Term Market	Market for day ahead (D-1) or intraday products on the electricity exchanges active on the French market.
Single Contract	Contract combining the supply of electricity, access to and use of the PDS, signed between a Consumer and a single Supplier for one or more Delivery Points.
Single Contract for Generation	Contract covering the purchase of electricity produced by the Generation Facility, access to and use of the PDS. It assumes the existence of a DSO-S Contract or a DSO-P Contract previously concluded between the Supplier or DSO-P Purchaser concerned and the DSO. This Single Contract for Generation can only be entered into for Generation Facilities with a power of less than or equal to 36 kVA connected to the Low Voltage Public Distribution System, by a Consumer engaging in individual self-consumption within the meaning of Article L315-1 of the French Energy Code and wishing to inject its generation surplus. The DSO-P Purchaser may

	be the same entity as the Supplier. In this case, it will be referred to as the Supplier.
Site	Establishment identified by its identity number in the national register of enterprises and establishments (SIRET number), as defined by Articles R.123-220 of the French Commercial Code or, by default, for sites which do not have such a number, temporarily in the case of a Site connected to the PTS, by the location of generation or consumption of electricity. A Site is either an Injection Site, a Consumption Site or a Stationary Storage Site, and is the same for all the market mechanisms in which it participates.
Smoothed Temperature France	Temperature data used in the calculation of Gradients for thermosensitive Sites in the “Obligation” chapter and the thermosensitive Load Reduction CEs in the “Certification” chapter.
SOGL (guideline)	System Operation Guideline: Regulation (EU) 2017/1485 establishing a guideline on electricity transmission system operation, as amended by Regulation (EU) 2021/280 amending Regulations (EU) 2015/1222, (EU) 2016/1719, (EU) 2017/2195 and (EU) 2017/1485 to align them with Regulation (EU) 2019/943.
Spatial Alignment	The process by which the theoretical Load Curve resulting from Profiling can be realigned according to a Load Curve recalculated on the basis of remote meter measurements.
Specific Balancing Bid	Balancing Bid that is not a Standard Balancing Bid.
Specific Provisions	Provisions defining the technical and financial terms and conditions of the Market Rules relating to a mechanism, and which supplement or amend the General Provisions.
Stakeholder	May be a Participant, System Operator, User or Electricity Supplier.
Standard Balancing Bid	Balancing Bid which meets the specifications of the Standard Product, which may be an mFRR Standard Balancing Bid.
Standard Balancing Perimeter	Set of Balancing Entities attached to a single Balancing Party able to participate in the MARI platform.
Standard Product	A harmonised balancing product, defined by all TSOs, for exchange of balancing services via a European platform for the exchange of balancing energy.
Start of Failure of a Frequency Control	Start date of a Failure of a Frequency Control used for the calculation of Abatements (this date may differ, in some cases, from the start of the actual technical failure).
Stationary Electricity Storage Facility or Stationary Storage Site (ISS)	This is a Site: Associated with one or several Stationary Storage Units installed on the same Site and operated by the same User. The Site includes all the materials and equipment

	operated by the User. - for which either a Transmission System Access Contract, a Distribution System Access Contract, a Metering Data Service Contract, a Single Contract or an Integrated Contract has been signed.
Stationary Storage Unit	Has the meaning stated in the Technical Reference Documentation (DTR)
STEP or Pumped Energy Transfer Station	Hydroelectric Generation Unit consisting of at least two basins located at different altitudes, and with a pumping capacity from a lower basin to an upper basin.
Subscribed Power	Power chosen, if appropriate, for a given time class, by the Consumer or its Supplier pursuant to the TURPE and shown in the System Access Contract, Single Contract or Integrated Contract.
Subscribed Power Retained	Mean Subscribed Power in force on the Certification Request date, over a period equivalent to a Delivery Period.
Summary of Border Rights	For the periodic Summary of Border Rights: the sum of the Capacities acquired (excluding FTR options acquired) in the Periodic Auctions Mechanisms and via the Secondary Capacities Market, minus the Capacities sold via the Secondary Capacities Market, minus any reduced Capacities (excluding FTR options). For the day ahead Summary of Border Rights: the sum of the Capacities acquired in the Day Ahead Auction Mechanisms, minus any reduced Capacities.
Supply Obligation	Legislative mechanism obliging EDF and the Local Distribution Companies to purchase power produced by certain generation sectors, under imposed technical and pricing conditions. This mechanism is governed by Articles L.314-1 and R.314-1 et seq. of the French Energy Code.
Symmetric Participation	Ability of an RPG to supply a Reserve Type following an upward and downward reserve couple (R_u, R_d) such that R_u is equal to R_d .
System Access Contract or CAR	Contract allowing a Site to either access directly the Transmission System (CART) or the Distribution System (CARD or single contract or integrated contract) or indirectly (Metering Data Service Contract).
System Access Deadline (HLAR)	Deadline by which RTE must receive Forecast Dispatch Schedules, technical constraints and performances and the previous day's Balancing Bids for the following day. This is set by default to 16:30 on D-1.
System Alert State	The state of the System when it is situated within the operational security limits but a contingency from the contingency list in accordance with Article 33 of SOGL has been detected and, if it occurs, the corrective actions available are insufficient to maintain the Normal State;

	An Alert State for the Transmission System frequency is declared when: - the absolute value of the frequency deviation is below 200 mHz; And - the absolute value of the frequency deviation is above 50 mHz for over 15 min; - or above 100 mHz for more than 5 minutes. Exit from the Alert State, i.e.: return to a Normal State, takes place as soon as the absolute value of the frequency deviation falls below 50 mHz if the absolute value of the frequency deviation was above 50 mHz for more than 15 minutes or as soon as the absolute value of the frequency deviation is below 100 mHz if the absolute value of the frequency deviation was above 100 mHz for more than 5 minutes. Frequency deviations are calculated in relation to the nominal frequency $f_n = 50.00$ Hz.
System Emergency State	An Emergency State for the Network frequency is declared when the absolute value of the frequency deviation is above 200 mHz Frequency deviations are calculated in relation to the nominal frequency $f_n = 50.00$ Hz. Exit from the Emergency State, i.e. return to the Normal State, takes place as soon as the absolute value of the frequency deviation is below 50 mHz.
System Normal State	Case in which the Transmission System is within the operational security limits in the case N (case where no element of the Public Transmission System is unavailable following the occurrence of a contingency) and after the occurrence of a contingency from the contingency list, taking into account the effect of the available corrective actions.
System Operator (SO)	Transmission System Operator or Distribution System Operator.
System Reliability or Electrical System Security	Ability to ensure the normal operation of the PTS, limit the number of incidents, avoid major incidents and limit their consequences when they occur.
System Services or SSY	Services comprising Primary and Secondary Frequency Control, primary and secondary voltage control, as well as synchronous compensation operation.
Technical and Financial Proposal or PTF	Quotation sent by RTE to the person requesting it within the framework of a connection process.
Technical Incident	Specific cases that make it impossible for the Participant to fulfil the Initial Commitments.
Technical Reference Documentation of the Public Transmission System or Technical Reference Documentation (DTR)	Technical Reference Documentation of RTE, referred to in Article 35 of the PTS Specifications. The DTR specifies the practical terms of operation and use of the PTS. It is published on the RTE website.

Temporal Reconciliation	The process of valuing the difference between the energy deemed to have been consumed based on energy measured by the Indexes of Metering Installations and the energy estimated for calculating Imbalances. This process may exceptionally involve adjustment of remotely-read data.
Temporal Reconciliation Period A	Period over which Temporal Reconciliation is carried out, running from 1st July of Year Y to 30th June of Year Y+1.
Temporal Reconciliation Period A'	Period over which Temporal Reconciliation is carried out, running from 1st July of Year Y to 4th October of year Y.
Terminated Commitments	Reserve Commitment withdrawn from the Initial Commitments or following termination of the Participation Agreement.
Text	All the provisions establishing a framework for the Capacity Mechanism provided for in Articles L.335-1 et seq. and R.335-1 et seq. of the French Energy Code.
Theoretical Final Dispatch Schedule	Forecast Dispatch Schedule amended for the power expected under Activated Balancing Bids.
Thermosensitivity Gradient	Characterises the sensitivity of a profiled Consumption to temperature variations.
Time Interval	Period of time in hours, minutes or seconds.
Time Series	Set of values covering a Day in Hourly, Half-Hourly, Quarter-Hourly, 10-Minute, or 5-Minute Intervals.
TminLER	Time required for units or groups providing FCRs with limited energy reservoirs to remain available on alert. In accordance with Article 156 (9) of the SOGL guidelines, in the absence of a joint proposal from the TSOs of the Continental Europe synchronous zone, RTE chooses to set the TminLER value at 15 minutes.
Transaction	Periodic and/or day ahead, and/or intraday Import or Export Transaction, giving the Market Participant at Interconnections the option to Notify a Schedule. A Transaction is characterised by a coding identifying the Transaction and the System Operator of origin (in the case of import) or destination (in the case of export).
Transfer Agent	The entity or entities responsible for transferring net positions between different Central Counterparties.
Transmission System Access Contract (CART)	Contract within the meaning of Article L.111-91 of the French Energy Code, concluded between a User and RTE for a Site, and entitling the contractor to access the Public Transmission System.
Transmission System Operator (TSO) or System Operator	A natural or legal person who is responsible for the operation, maintenance and, if necessary, development of the Transmission System in a given zone and, if appropriate, its interconnections with other Systems,

	and responsible for guaranteeing the long-term capacity of the System to meet a reasonable demand for power transmission, in accordance with Directive 2019/944.
Trend of the French Electricity System	The direction (upward or downward) of the overall imbalance in the French Electricity System.
Uncontrolled Hydropower Input	Hydropower input with an intermittent nature for the Reserve Provider (rain, melted snow or inputs from water management by other stakeholders within the same catchment area), and, within the framework of the Rules, no longer allowing the Reserve Providing Groups concerned to participate in automatic frequency control without discharging part of these inputs.
Unit	Power-Generating Module and/or Stationary Storage Unit
Unscheduled Unavailability	Unavailability concerning a PTS structure and resulting from either the operation of an automatic system or a voluntary action to ensure the safety of persons or property, or power system reliability (such as an “urgent withdrawal” operation). In the event of voluntary action, the origin of the Unavailability is either an electrical risk due to a third party being near a structure, or an unpredictable and unavoidable anomaly identified on a structure, requiring work to restore it to its former state and the structure to be withdrawn from service as soon as possible, or a definitive repair following a temporary repair.
Upstream D-1 Framework Agreement	The purpose of the contract is to define the technical, financial and legal terms of the agreements that may be concluded between RTE and the Participant in advance of the day ahead (D-1) with the aim of avoiding network congestion on the Public Transmission System.
Upstream Network	For a Generation Site connected to the PTS, all PTS structures other than the Generation Feed Network as described in the Specific Site Conditions of the CART.
Upward Balancing Bid	Balancing Bid proposing a higher Injection or lower Extraction on the Network.
Upward Consumption Modulation or Upward Modulation	Action aimed at temporarily increasing, through a one-off request sent to one or more End Consumers by a Demand Response Aggregator or an Electricity Supplier, the level of actual electricity extraction from the PTS or PDS by one or more Consumption Sites, compared to a forecast consumption schedule or an estimated consumption. In accordance with Article L.271-1 of the French Energy Code, action carried out as part of a consumption shift, i.e. before or after a Consumption Demand Response period.
User	A legal or physical entity which has entered into a Transmission System Access Contract, a Distribution System Access Contract, a Single Contract, or an Integrated Contract permitting the use, either for injection or extraction, of the PTS or the PDS.

	Within the meaning of the Market Rules, a User is also a legal or physical entity which has entered into a Metering Data Service Contract.
Validated Metering Data	Metering Data, which may have been subject to replacement due to erroneous or unavailable Raw Metering Data.
Validity Period	The length of time over which a submitted or filed bid is valid and, if relevant, binding.
Variant	Calculation to determine the Reference Curve of a Remotely-Read Consumption Site or Profiled BE if the “based on historical consumption data” method is used. Four types of Variants are possible: mean 10 Days, median 10 Days, mean 4 Weeks, and median 4 Weeks.
Volume Attributed	Volume of energy that reflects the contribution of the perimeter of a sub-unit of a BE or DRE, attached to a BRP, in the total Volume Achieved of that BE or DRE.
Volume-Weighted Average Price or VWAP	Average price of balancing energy bids, weighted by their volumes, over the Imbalance Settlement Period considered and according to the Trend in the French electricity system.
Week or W	Period of 7 calendar Days that starts on Saturday at 00:00:00 and ends on the following Friday at 23:59:59.
Withdrawn Commitments	All or part of the Initial Commitments assigned by the Seller within the framework of a Reserve Exchange accepted by RTE.
Working Day	Any one of the days of the week, with the exception of Sunday, Public Holidays and non-working days as defined in Article L.3133-1 of the French Labour code.

0.B. Foreword

These General Provisions of the Market Rules define the legal and, where appropriate, technical and financial terms of the Market Rules.

They shall apply to each market mechanism covered by a Chapter of the Market Rules.

A Chapter contains Specific Provisions supplementing or amending the General Provisions.

In case of contradiction, these Specific Provisions take precedent over the General Provisions.

0.C. Entry into Force

0.C.1. Entry into force of the General Provisions

In accordance with deliberation No. 2025-266 of 02 December 2025 and deliberation No. 20 25-275 of 17 December 2025 of the CRE, these General Provisions come into force on 01 January 2026.

As of that date, they shall automatically replace the previous versions of the General Provisions for all ongoing activities and procedures, unless otherwise indicated.

0.C.2. Entry into force of a Chapter

Each Chapter shall enter into force pursuant to the Specific Provisions concerning it.

0.D. Terms of Revision

Upon the entry into force of new legislation or regulations pertaining to the subject matter of the General Provisions and of each Chapter, RTE undertakes, where necessary, to amend them in order to ensure compliance with the new provisions in force.

Revision of the General Provisions or a Chapter shall not affect the validity of the Participation Agreement signed by the Participant which continues to have effect and implies acceptance of any amendments made in the revised Market Rules published on the RTE Website, without prejudice to the right of the Participant to terminate its Participation Agreement in accordance with the termination terms contained in each Chapter.

Upon the entry into force of a new version of the General Provisions or of a Chapter, these provisions shall automatically apply to the General Provisions or to the Chapter concerned. These will continue to have full effect between the Parties, incorporating the amendments made in the revised version published on the RTE Website.

The IS Terms and Conditions provide for specific revision procedures which depart from the procedure set out above.

RTE shall not be liable for any costs incurred by the Participant in connection with amendments to the General Provisions or a Chapter.

0.D.1. Terms of Revision of the General Provisions

The General Provisions are revised according to the following procedures:

- RTE shall establish, on its own initiative or at the request of one or more members of the CAM or of one or more Participants, a draft revision of the General Provisions;

- For the purpose of preparing the draft revision, RTE shall consult all stakeholders throughout the preparation phase;
- RTE shall Notify CAM members and Participants of the draft revision;
- Within the period indicated in that Notification, which may not be less than one calendar Month, the members of the CAM and the Participants may Notify to RTE their observations or counter-proposals;
- Upon expiry of the 1-Month period mentioned above, RTE shall prepare a new draft revision of the General Provisions and Notify CAM members and Participants of it, taking into account, where appropriate, the comments and counter-proposals of the CAM members and Participants. It should be noted that RTE may refuse to take such comments and counter-proposals into account, on the condition that it provides grounds for its refusal to do so;
- RTE shall send the draft revision to the CRE, together with the results of the consultation, and provide justification for its admission or rejection of the comments or counter-proposals received during the consultation phase;
- The CRE shall approve the draft revision;
- Within a maximum of 15 Business Days following approval by the CRE, RTE:
 - o shall produce the final revised version of the General Provisions;
 - o shall publish the final revised version of the Market Rules on the RTE Website, along with the date of its entry into force;
 - o shall Notify each Participant of the availability of the final revised version of General Provisions on the RTE Website, along with the date of its entry into force.

0.D.2. Terms of Revision of a Chapter

Each Chapter is revised in accordance with its specific provisions.

0.E. Liability

Each Party is liable to the other for all direct and certain financial or technical damage caused by it.

Neither Party is liable to another Party for (i) indirect or only potential damages, including but not limited to any loss of operation, generation, profit or income, loss of opportunity, except in the event of fraud, gross negligence or malfeasance, and (ii) damages resulting from the failure or defective performance of all or part of its obligations due to a force majeure event as defined in Article 0.H.

Each System Operator is liable to a Participant for direct damages arising from its data where its data, necessary for the proper execution of a Chapter of the Market Rules, are missing, incorrect or have been transmitted late.

Any Party which considers that it has sustained damage shall notify the other Party by means of a Notification, as soon as possible and at the latest within 15 Business Days of its occurrence or, where applicable, its discovery. This Notification shall indicate the nature of the damage suffered giving rise to a claim for compensation.

Within 30 Business Days from the date of this first Notification, the Party which considers that it has suffered such damage shall indicate to the other Party by means of a Notification (i) the legal and contractual grounds on which the claim for compensation is based, (ii) the elements justifying the damage suffered and (iii), to the extent possible, a detailed estimate of the amount of damage suffered or to be suffered.

From the receipt of this Notification, the Receiving Party has 30 Business Days to decide on the requests made in the said Notification.

In the event of any dispute with respect to all or any part of the matters referred to in the Notification issued under this Article, the Parties concerned shall consult with a view to settling the dispute in accordance with the provisions of Article 0.I.

Each Party shall at all times take all reasonable steps to avoid, minimise and/or mitigate any loss or damage that has occurred or may occur for which the Party concerned is entitled (or claims to be entitled) to make a claim for compensation on the basis of a violation of the Participation Agreement or the Rules.

The Compensations, Penalties and Abatements paid by the Participants to RTE, as well as the Penalties paid by the Participants to RTE, grant full and final discharge.

Each Chapter may contain specific provisions supplementing or amending this Article.

0.F. Mandate for data exchange

Under a Chapter, each DSO may assign to a single representative with the status of DSO, the implementation of all or part of the data exchanges provided for in these Rules.

The principal DSO remains liable for any adverse consequences which may result from the execution or non-execution of all obligations provided for by these Rules, power of attorney notwithstanding.

The mandate as provided for in this Article is Notified to RTE according to the template given in Annex 0.A1 under the heading “Declaration of a mandate between a DSO and a third party”.

0.G. Assignment and transfer

A Participant (Assigning Participant) may assign its Participation Agreement to a third party subject to RTE’s prior written consent. The assignment is binding on RTE provided that the Assignee of the Participation Agreement (Assignee Participant) has Notified RTE not later than 3 Months before the effective date of the assignment of the said Agreement and signed an amendment to the Participation Agreement establishing the said assignment.

As these are obligations arising under the Participation Agreement prior to the assignment of the Agreement, the Assignee Participant and Assigning Participant are jointly and severally liable for their execution.

If relevant, a clause is inserted in the amendment to the Contract or Agreement noting the assignment. By this clause, the Assignee Participant acknowledges that it is substituting itself for the Assigning Participant and that it is liable for all sums due from the Transferring Participant since the effective date of the Participation Agreement.

In the case of an operation involving the universal transmission of the Participant’s assets (the outgoing Participant) to another entity (the beneficiary party), the outgoing Participant shall Notify RTE of this

operation no later than 3 Months before the effective date of the latter. In this hypothesis, the Agreement is automatically transferred to the beneficiary party of the operation, provided that the latter signs an amendment to the Participation Agreement. The beneficiary party is fully liable for all amounts due from the outgoing Participant since the effective date of the Participation Agreement in force.

Pursuant to each Chapter, the Assignee Participant or the Assignee Party may be required to complete certain formalities prior to or subsequent to the assignment or transfer of its Participation Agreement.

0.H. Force Majeure

In accordance with Article 1218 of the French Civil Code, a “force majeure event” means any event beyond the control of a Party, which could not reasonably be foreseen at the time the Participation Agreement was signed, and whose effects cannot be avoided by appropriate measures and directly prevent the execution of all or part of the legal, regulatory or contractual obligations of that Party, temporarily or permanently, provided that the said force majeure event does not result from non-execution or violation by the Party that is relying on its legal, regulatory or contractual obligations under the Participation Agreement.

The Party invoking a force majeure event shall send to the other Party, as soon as possible and within a maximum of 14 Business Days from being aware of the said force majeure event, a Notification specifying (i) satisfactory evidence with regard to the existence of a force majeure event, (ii) all details regarding the nature of the force majeure event which directly affect the Party, (iii) the start date of the force majeure event, (iv) the effects of the force majeure event on the execution of its obligations, (v) the measures and actions taken by the affected Party to minimise those effects and, to the extent possible (vi) the likely duration and foreseeable consequences of the force majeure event.

The contractual obligations of the Parties, with the exception of the obligations under this Article and Article 0.M, are suspended for the duration of the force majeure event, from its time of occurrence and until the cause and/or effects of the case considered to be a force majeure event have ceased. The Parties are not responsible for and are not obliged to provide remediation for damage incurred by either Party as a result of non-execution or faulty execution of all or part of their obligations by reason of the force majeure event.

Any Party invoking a force majeure event is obliged to do everything in its power to limit the scope and duration of the event and must inform the other Party when it ceases to be affected by the force majeure event.

The Parties agree that they must consult each other as soon as possible in order to take all reasonable measures to continue to honour their obligations under the Participation Agreement.

If a force majeure event lasts for a period exceeding 30 consecutive Days, either Party may terminate the Participation Agreement between them, without having to provide compensation to the other Party, by sending the other Party a Notification by registered letter with recorded delivery. Termination shall take effect on the date this letter is received.

0.I. Settlement of Disputes

In the event of a dispute concerning the conclusion, interpretation, termination or execution of the Participation Agreement, its amendments and/or the Rules, the Parties undertake in good faith to seek an amicable agreement to achieve by themselves an amicable settlement of any dispute that may arise between them.

To this end, the requesting party shall Notify the other Party of the subject of the dispute and the proposal of a meeting with a view to organising an amicable resolution of the dispute.

In the absence of an amicable agreement or a response from the other Party within 30 Days of the aforementioned Notification, and except in the event of an emergency which may give rise to summary proceedings, any dispute shall, unless the Parties agree otherwise, be subject to the jurisdiction in the first instance of the Dispute Settlement and Sanctions Committee of the CRE for disputes falling within its jurisdiction under, and in accordance with Articles L. 134-19 et seq. of the French Energy Code, or of the Court of economic activities of Paris for any other dispute, it being specified that the referral by one of the Parties of the Dispute Settlement and Sanctions Committee of the CRE or the Court of economic activities of Paris confers exclusive jurisdiction on the body to which the dispute is referred, to settle the dispute which is the subject of the referral throughout the proceedings, except where the dispute no longer falls within the material jurisdiction of the body to which the dispute is referred.

Any decision may be appealed before the Paris Court of Appeal.

0.J. Territorial application

The Market Rules are applicable throughout mainland continental France. They have no effect in overseas departments, regions and authorities, nor in Corsica.

0.K. Applicable law and language

The Market Rules are governed by French law.

Notwithstanding any translations that may be made, whether sworn or not, the sole applicable language for the interpretation or execution of the Market Rules is French.

0.L. Intellectual property

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

The Parties to a Participation Agreement undertake not to make any claims to industrial or intellectual property rights pertaining to the information or tools provided or sent within the framework of the Participation Agreement.

Each Party remains the sole judge of the appropriateness and conditions of protection for its own information or tools.

0.M. Confidentiality

0.M.1. Nature of confidential information

Pursuant to Articles L. 111-72, L. 111-73, L. 111-80 and L.111-81 of the French Energy Code, RTE and, where appropriate, the Distribution System Operators are required to preserve the confidentiality of economic, commercial, industrial, financial or technical information, which, if revealed, would infringe the terms and conditions on free and fair competition and non-discrimination imposed by the law. The list of information and the conditions for their use are laid down in Articles R.111-26 et seq. of the French Energy Code.

Each Party acknowledges that any information transmitted to it in connection with the Participation Agreement, whether or not it is covered by Articles R.111-26 et seq. of the French Energy Code, and in particular information relating to technical and financial data, is of a confidential nature (hereinafter, “Confidential Information”), unless otherwise expressly indicated in a Chapter.

0.M.2. Content of the confidentiality obligation

System Operators may communicate to third parties the information referred to in Articles R.111- 26 et seq. of the French Energy Code in the cases and under the conditions defined in those Articles.

Outside the application of these Articles, a Party receiving Confidential Information may only use it within the framework of executing a Participation Agreement and may not disclose the information to third parties without the prior written agreement of the other Party and provided that any third party recipient of Confidential Information agrees to the same confidentiality commitments as those defined in this Article.

The same provision apply to a Distribution System Operator receiving Confidential Information relating to a Participant under the Specific Provisions of a Chapter.

As such, the Party receiving the Confidential Information, and if relevant a Distribution System Operator, undertakes, with regard to its employees, subcontractors and any natural or legal entity it has mandated to participate in the execution of a Participation Agreement, to take all necessary measures, particularly contractual measures, to ensure that they respect the confidentiality of the information that may come into their possession. Moreover, it shall take all necessary provisions to ensure the physical protection of such information, including when archiving it.

The transmission of Confidential Information by a Party does not imply any assignment or transfer of any right to the disclosed information to the receiving Party, other than as provided for in a Chapter.

Each Party shall notify the other Party without undue delay and by all means of any violation or presumed violation of its obligations under this Article.

The obligations arising from this Article do not apply if the Party receiving the Confidential Information provides evidence that this information:

- was already publicly available prior to its communication or was publicly available during this exchange without the receiving Party having violated its confidentiality obligations under the Participation Agreement; or
- was known to the receiving Party before it was handed over by the other Party or the receiving Party had developed it independently; or

- was received by it from a third party who was not subject to a confidentiality obligation and had the right to disclose it, without violation of the provisions of this Article; or
- was released from its confidentiality obligation regarding this information by a prior and written agreement from the issuing Party; or
- must be communicated in order to comply with a request from a court or arbitration tribunal, if this is reasonably justified to enable any Party to execute and assert their respective rights under a Participation Agreement, or if it is necessary for technical or security reasons;
- must be communicated in order to comply with a request from an administrative or state authority, or a regulator under European or foreign law, within the framework of carrying out their scope of work.
- must be communicated in accordance with European regulations, laws or regulatory texts in force.

0.M.3. Duration of the confidentiality obligation

Starting from the termination of the Participation Agreement, the Parties undertake to comply with the provisions of this Article for a period of 3 years.

0.N. Personal data

Within the context of the execution of a Participation Agreement, each Party, as an independent data controller, undertakes to comply with its legal and regulatory obligations with regard to personal data protection, in particular Law No. 78-17 of 6 January 1978 as amended, relating to Data Processing, Data Files and Individual Liberties (hereinafter, “LIL”) and Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 relating to the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter, the “GDPR”).

It is specified that personal data communicated between the Parties concerning only nominative data (surname, first name) and contact details of persons duly authorised to represent either Party under the Participation Agreement shall be communicated solely for the purpose of executing and monitoring the Participation Agreement.

It is agreed between the Parties that, in the event of processing of personal data under the Participation Agreement which would involve the co-processing or sub-processing of personal data, the Parties undertake to conclude an agreement dedicated to such processing in accordance with Articles 26 and 28 of the GDPR.

0.O. Indicators and Publications

0.O.1. General

RTE publishes on the ENTSO-E Transparency Platform, as well as its Website, the data required to be published pursuant to Regulation (EU) No. 543/2013 on the submission and publication of data on electricity markets and amending Annex I of Regulation (EC) No. 714/2009 of the European Parliament and Council (the “Transparency” Code) and the EBGL guideline.

RTE publishes on its Website any other data which is required to be published in the “Indicators and Publications” Article of each of the Chapters of these Rules.

0.O.2. Public Indicators and public information relating to power system balancing

0.O.2.1. List of indicators and public information

The indicators and information listed in the table below are public and available on the RTE Website.

No.	Indicator or information	Scale of the indicator		Initial publication	Final publication
		Before the date RE ₁₅	After date RE ₁₅		
Trend and imbalance in the French electricity system					
1	Trend of the French Electricity System	Half-Hourly Interval	Quarter-Hourly Interval	On D	M+12
2	Overall imbalance in the French electricity system	Half-Hourly Interval	Quarter-Hourly Interval	On D	M+12
3	Overall forecast imbalance in the French electricity system	Quarter-Hourly Interval	Quarter-Hourly Interval	On D-1	On D
Volume-Weighted Average Price					
4	Upward Volume-Weighted Average Price (in Euro/MWh)	Half-Hourly Interval	Quarter-Hourly Interval	On D	M+12
5	Downward Volume-Weighted Average Price (in Euro/MWh)	Half-Hourly Interval	Quarter-Hourly Interval	On D	M+12
Marginal Balancing Price					
6	Highest price of balancing energies, counted upwards or imported (in Euro/MWh), for P=C Balance	Half-Hourly Interval	Quarter-Hourly Interval	On D	M+12
7	Lowest price of balancing energies, counted downwards or exported (in EUR/MWh) for P=C Balance	Half-Hourly Interval	Quarter-Hourly Interval	On D	M+12

The indicators published on D, shown in this table, are available on the RTE Website no later than 10 minutes after the end of the Imbalance Settlement Period concerned.

0.O.2.2. Trend of the French Electricity System

The overall imbalance of the French electricity system is determined by assessing, for each Imbalance Settlement Period, the sum of the following energies:

- volume of Specific Balancing Bids activated in France by RTE (upward activations counted negative; downward activations counted positive);
- volume of Balancing Bids activated abroad by RTE via BE Exchange Point (upward activations/imports counted negative; downward activations/exports counted positive);
- volume of energy requests made by RTE and accepted by the other TSOs within the framework of backup reserve exchange contracts (upward energy requests/imports counted negative; downward energy requests/exports counted positive);
- volume of energy requests from other TSOs and accepted by RTE within the framework of backup reserve exchange contracts (upward activation requests counted positive; downward activation requests counted negative);
- volume of Standard mFRR energy activated in France or abroad to satisfy RTE's requirements (upward energy counted negative; downward energy counted positive);
- volume of Primary Frequency Control energy (control energy supplied counted negative; control energy saved counted positive);
- volume of aFRR energy activated in France or abroad to satisfy RTE's requirements (upward energy counted negative, downward energy counted positive);
- volume of energy transferred at the interconnections due to the implementation of imbalance netting (imports being counted negative and exports positive);
- Imbalance at Borders: difference between the Metering Data measured at the Interconnections (exports counted positive and imports counted negative) and the cross-border schedules at the Interconnections (exports counted positive and imports counted negative);
- Coordinated Cross-Border Countertrading and Redispatching (upward activations/imports counted negative and downward activations/exports counted positive).

The Trend of the French Electricity System is calculated per Imbalance Settlement Period. It is upward if the overall imbalance of the French Electricity System is negative or nil, and is downward in the opposite case.

In the event of load shedding or a 5% reduction in the voltage of the Public Distribution Systems, to ensure the national supply-demand balance in accordance with the provisions of the PTS Specifications, the methods for calculating the trend specified in the previous paragraph do not apply and the trend is upward.

0.O.2.3. Volume-Weighted Average Price

The upward ($VWAP_U$) and downward ($VWAP_D$) Volume-Weighted Average Prices are calculated for each Imbalance Settlement Period. The calculations of the $VWAP_U$ and the $VWAP_D$ take into account the energies listed below.

Type of balancing energy E_i	Energies used to calculate the $VWAP_U$	Energies used to calculate the $VWAP_D$	Price value taken into account $Price Value_{E_i}$
Energy from Specific Balancing Bids activated in France for P=C reasons	Upward	Downward	Balancing Bid Price
Energy from Balancing Bids activated in France for reasons other than P=C, including performing tests.	Upward	Downward	By default: For the calculation of $VWAP_U$: $\min (Balancing Bid Price, MBP)$ For the calculation of $VWAP_D$: $\max (Balancing Bid Price, MBP)$
Energy from Balancing Bids activated abroad by RTE via Exchange Point BE	Upward/Import	Downward/Export	Balancing Bid Price
Energy requests made by RTE and accepted by other TSOs within the framework of the backup reserve exchange contracts	Upward/Import	Downward/Export	Energy prices agreed between TSOs
Standard mFRR energy activated in a scheduled way in France or abroad to satisfy RTE's requirements	Upward	Downward	Marginal price for the French zone, defined by the MARI Platform
Standard mFRR energy activated directly in France or abroad to satisfy RTE's requirements	Upward	Downward	Upward settlement price for upward bids for the French zone, defined by the MARI Platform Downward settlement price for downward bids for the French zone, defined by the MARI Platform
aFRR energy activated in France or abroad to satisfy RTE's requirements	Upward	Downward	Energy prices for aFRR activated in France or abroad to satisfy RTE's requirements

The VWA_U and the VWA_D are determined as follows:

$$VWAP_U = \frac{\sum_i (E_{i,U} \times Price\ Value_{E_i})}{\sum_i E_{i,U}}$$

$$VWAP_D = \frac{\sum_i (E_{i,D} \times Price\ Value_{E_i})}{\sum_i E_{i,D}}$$

Where:

- $VWAP_U$ and $VWAP_D$: Volume-Weighted Average Price, respectively, upward and downward (unit: €/MWh);
- $E_{i,U}$ and $E_{i,D}$: balancing energy of a given type (see previous table), respectively upward and downward (unit: MWh);
- $Price\ Value_{E_i}$: the price used to economically value $E_{i,U}$ or $E_{i,D}$ (see previous table) (unit: €/MWh);

Immediate Implementation Orders and the use of resources not offered, when they correspond to increases in power, are treated as Upward Balancing Bids at the Price which was used for their valuation, according to the Reason for the balancing.

Immediate Implementation Orders and the use of resources not offered, when they correspond to decreases in power, are treated as Downward Balancing Offers at the Price which was used for their valuation, according to the Reason for the balancing.

If no upward balancing energy has been activated on an Imbalance Settlement Period, the $VWAP_U$ will be equal to the price of the first standard or specific Upward Balancing Energy Bid for the Complementary Reserve (RR) or Frequency Restoration Reserve (FRR) that would have been dispatched on that Imbalance Settlement Period.

If no downward balancing energy has been activated on an Imbalance Settlement Period, the $VWAP_D$ will be equal to the price of the first standard or specific Downward Balancing Energy Bid for the Complementary Reserve (RR) or Frequency Restoration Reserve (FRR) that would have been dispatched on that Imbalance Settlement Period.

A Frequency Restoration Reserve (FRR) is one of the active power reserves available to restore the Network frequency to the nominal frequency.

There are two such reserves, distinguished by their mode of activation:

- frequency restoration reserve with automatic activation, also referred to as the automatic Frequency Restoration Reserve (aFRR)
- frequency restoration reserve with manual activation, also referred to as the manual Frequency Restoration Reserve (mFRR).

In the case of load shedding or a 5% voluntary reduction in the voltage of the Distribution Systems to ensure the national supply-demand balance in accordance with the provisions of the PTS Specifications, the VWAP may not be less than a floor value:

$$VWAP \geq \max \left(Price_{SpotRef} ; Price_{Bid_{1,U}}(BE_j) \right)$$

Where:

- *VWA*: Volume-Weighted Average Price (unit: €/MWh);
- *Price_{SpotRef}*: Reference Spot Price (unit: €/MWh);
- *Price_{Bid_{1,U}}(BE_j)* the price of the first upward Balancing Bid for the BE concerned (unit: €/MWh);

0.O.2.4. Marginal Balancing Price

If the Trend Of The French Electricity System is upward, the MBP is the highest price for the balancing energies*, counted upwards or imported (in Euros/MWh) for the P=C Balance on an Imbalance Settlement Period.

If no upward balancing energy has been used for the P=C Balance on an Imbalance Settlement Period, the MBP is equal to the price of the first Upward Balancing Energy Bid that would have been dispatched.

If the Trend Of The French Electricity System is downward, the MBP is the lowest price for the balancing energies*, counted downwards or exported (in Euros/MWh) for the P=C Balance on an Imbalance Settlement Period.

If no downward balancing energy has been used for the P=C Balance on an Imbalance Settlement Period, the MBP is equal to the price of the first Downward Balancing Energy Bid that would have been dispatched.

*The price of aFRR energy used for the calculation of the MBP will be the Volume-Weighted Average Price of aFRR energy activated in France or abroad to satisfy RTE's requirements, per Imbalance Settlement Period (energy counted Upwards if the Trend of the French Electricity System is Upwards and Downwards if the Trend of the French Electricity System is Downwards).

An MBP which is not that of the Trend of the French Electricity System, that is to say a counter-trend MBP, is nevertheless calculated to be used solely for the valuation of certain remunerated activation tests.

0.P. Access to the RTE Information System

In order to participate in or contribute to a market mechanism, the Participant or DSO accesses the RTE Information System and uses the applications made available to it according to the terms defined in the IS Terms and Conditions which may be consulted on the RTE Website.

The Participant designates in the Participation Agreement the persons that it authorises to act in its name and on its behalf in the execution of the Rules through each application to which it has access.

The Participant or the DSO acknowledges that they have access to and are aware of the IS Terms and Conditions that form an integral part of the Rules.

0.Q. Operational exchange procedures

Operational exchanges between the Parties take place in accordance with the procedures provided for in the Rules.

Where operational exchanges take place by telephone, RTE may be cleared to record telephone calls, subject to the exceptions provided for by the GDPR, under:

- A clearance issued by the Secretary-General of National Defence;
- A regulatory act creating an automated system for processing personal information for the purpose of recording telephone calls, published in the Official Bulletin of the State Secretariat for Industry, issued after consulting the French Data Protection Authority (CNIL);

These recordings are kept for a period of 2 Months.

0.R. Notifications

All Notifications for the application of the Rules are made in writing and transmitted by one Party to the other Party:

- either by hand in exchange for a receipt;
- or by registered letter with recorded delivery;
- or by electronic means with return receipt.

The date of Notification is deemed to be:

- The date indicated on the receipt for a hand delivery on a Business Day or the next Business Day after the hand delivery date if this date is not a Business Day;
- for a registered letter with recorded delivery, Postmark indicating:
- the effective date of delivery of the mail;
- otherwise, if the mail is not delivered:
- if the item is refused, the date of refusal;
- if the mail has not been accepted within a period of 15 days following first presentation, the date of first presentation of the mail at the address declared by the recipient.
- the Day and Time of the return receipt issued by the IT system of the Receiving Party, for an electronic delivery.

0.S. Rounding

0.S.1. Rounding of calculated values

Calculated values are rounded to the number of significant figures chosen for each value according to the following rules:

- 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.

0.S.2. Financial rounding

Prices are rounded to the nearest Euro cent.

- if the third decimal is equal to 0, 1, 2, 3 or 4, the figure shall be rounded down to the nearest Euro cent;
- if the third decimal is equal to 5, 6, 7, 8 or 9, the figure shall be rounded up to the nearest cent.

0.T. Case of an Emergency State and restoration of the Electricity System**0.T.1. European regulatory framework**

The procedures for suspending and restoring market activities in the case of an Emergency State and restoration of the Electricity System are part of the regulatory framework defined by the E&R Regulation. The provisions described in this Article take into account the principles, objectives and requirements described in Articles 35 to 39 of the E&R Regulation.

0.T.2. Suspension of market activities

RTE may temporarily suspend, totally or partially, one or more relevant market activities, in accordance with Article 35, paragraphs 1 and 2, of the E&R:

- the Scheduling System in Chapter 1 of the Rules;
- the Balancing Mechanism described in Chapter 2 of the Rules;
- the Balance Responsible Party system described in Chapter 3 of the Rules;
- the Frequency Ancillary Services described in Chapter 4 of the Rules.

A TSO may temporarily suspend one or more of the above-mentioned market activities in the following cases:

- the Public Transmission System is in a general outage state, in accordance with Article 18, paragraph 4, of the SOGL Regulation;
- RTE has exhausted all options provided by the market and continuation of market activities in an Emergency State would result in the degradation of one or more of the conditions referred to in Article 18, paragraph 3, of the SOGL Regulation; or
- the continuation of market activities would significantly reduce the efficiency of the process of restoring the Normal or Alert State; or
- the tools and communication means necessary for the TSOs to facilitate market activities are not available;
- any case which would make it impossible for RTE to maintain the P=C Balance.

0.T.3. Restoration of market activities

0.T.3.1. Restoration procedure

RTE, in coordination with the neighbouring TSOs and NEMOs concerned, initiates the procedure for restoring suspended market activities when the case which led to the suspension has ended and no other case referred to in Article 0.T.2 applies.

RTE informs the Parties referred to in Article 0.T.4 of when the calculation of imbalances is resumed in accordance with Article 37, paragraph 1, of the E&R Regulation.

0.T.3.2. Report on the suspension and restoration of market activities

No later than 30 Business Days after the restoration of market activities, in collaboration with the other TSOs concerned if relevant, RTE:

- prepares a report containing a detailed explanation of the reasons, implementation and impact of the suspension of market activities and a reference to compliance with the procedures for the suspension and restoration of market activities;
- submits it to the competent regulatory authority in accordance with Article 59 of Directive 2019/944 of 5 June 2019 concerning joint terms and conditions for the internal electricity market;
- makes it available to the Balance Responsible Parties, Balancing Service Providers, Reserve Providers, Scheduling Agents, Rank 1 DSOs, NEMOs and TSOs concerned, pursuant to Article 38, paragraph 2, of the E&R Regulation.

0.T.4. Communication procedure

The communication procedure provides that RTE informs the following Parties:

- the CRE;
- the Balance Responsible Parties;
- the Scheduling Agents;
- the Reserve Providers;
- the Balancing Service Providers;
- the Interconnection Providers;
- the Demand Response Aggregators;
- the NEMOs;
- the Rank 1 DSOs.

The communication procedure includes at least the following steps:

- the information from RTE of the suspension of market activities;
- the information from RTE that the Transmission System has been restored to the Normal or Alert State;

- the information from RTE giving a best estimate of the date and time for the restoration of market activities;
- the confirmation of the restoration of market activities.

All information and updates made by RTE are issued by email and published on the RTE Website. The contact information of the Parties to which this information must be addressed is specified in the Participation Agreement or any other contact information Notified by one Party to the other Party.

0.T.5. Financial settlement in case of suspension of market activities

The terms of financial settlement between Stakeholders for the period of suspension of market activities are established according to the following procedure:

- RTE draws up a draft financial settlement between the Stakeholders for the suspension period in accordance with the principles mentioned below;
- for the purpose of preparing the draft financial settlement, RTE involves all Stakeholders throughout the preparation of the proposal;
- RTE transmits the new draft to the CRE;
- the CRE approves the financial settlement between the Stakeholders for the period of suspension of market activities;

The procedures relating to E&R in the case of suspension of market activities guarantee the following principles:

- financial neutrality of RTE;
- no financial penalty for the Parties by reason of carrying out the actions requested by RTE during the period of suspension of market activities

0.T.6. Nullity

Should one or more stipulations of the present Rules be considered unwritten for any reason whatsoever, the other stipulations shall remain valid. Nullity will be declared by the judge when the Rules, or the Participation Agreement, no longer meet the conditions required for their validity.

0.U. Monitoring of market activities by RTE

As part of its role as a person organising or executing transactions in a professional capacity as defined in Article 15 of Regulation No. 1227/2011 (the "REMIT Regulation"), as amended by Regulation (EU) No. 2024/1106, RTE exercises supervision over the market mechanisms for which it assumes operational responsibility. This monitoring aims to detect suspicious cases in which the behaviour of a market participant could violate Articles 3 ("prohibition of insider dealing"), 4 ("obligation to publish inside information"), 5 ("prohibition of market manipulation") of the REMIT and to inform the European Union Agency for the Cooperation of Energy Regulators (ACER), the French Energy Regulatory Commission (CRE) and any other relevant regulator thereof, within 4 weeks from the time the suspicion is confirmed in accordance with the REMIT Regulation, and within a reasonable time from the detection of such suspicious cases.

In case of detection of an abnormal situation on the market mechanisms, RTE may request information from the Participants regarding this situation. The Participants undertake to make their best efforts to respond to any request for information made by RTE as to the origin and reasons for this situation.

In the absence of a duly reasoned response, RTE reports the case to ACER, CRE and any other relevant regulator.

It is recalled that the REMIT Regulation does not consider the intentionality of the behaviour as a necessary condition to determine an infringement; in this context, RTE encourages Participants to spontaneously report any relevant information or any malfunction that has had consequences on the Participant's activity related to market mechanisms under RTE's operational responsibility.

0.FT Cross-functional Technical Leaflets

0.FT1. FINANCIAL FLOWS BETWEEN PARTICIPANTS AND THE SUPPLIERS OF CONSUMPTION SITES FOR WHICH LOAD REDUCTION HAS BEEN PERFORMED

In accordance with Article L.271-3 of the French Energy Code, the valuation of a Load Reduction on the energy markets within the framework of the NEBCO Terms and Conditions, or an Upward Balancing Bid on the Balancing Mechanism, with a Profiled or Remotely-Read Consumption Entity, gives rise to a payment from the Participant to the Electricity Suppliers of the Consumption Sites for which load reduction has been performed. In addition, and pursuant to Chapter 4, there is a payment between the Reserve Providers and Electricity Suppliers. Also, pursuant to Chapter 5, the Participant's payment to Electricity Suppliers as part of the valuation of Downward Consumption Modulations is corrected for the effects of Upward Consumption Modulations.

The purpose of this technical leaflet is to describe the procedures relating to the financial flows associated with these payments. In general, financial flows are processed by mechanism.

0.FT1.1. Payment Models

There are several payment models between Participants and Electricity Suppliers. Some models are mechanism-specific. Also, the following table summarises the models that are available depending on the mechanism.

Payment Model	Balancing Mechanism	Frequency Ancillary Services	NEBCO
Corrected	X	X	X
Regulated	X	X	X
Contractual	X	X	X
Without taking into account the control energy.		X	

0.FT1.1.1. Corrected Payment Model

Remotely-Read Consumption Sites connected to the PTS are subject to the Corrected Payment Model. On the Balancing Mechanism, on the NEBCO mechanism and on the Frequency Ancillary Services as of SY₂₄, Consumption Sites holding a CARD, with a Subscribed Power strictly greater than 36 kVA and belonging to a Remotely-Read Entity are also subject to the Corrected Payment Model.

0.FT1.1.2. Regulated Payment Model

Consumption Sites participating in the Balancing Mechanism or NEBCO mechanism and not meeting the criteria for the Corrected Payment Model are by default subject to the Regulated Payment Model.

As of the date SY₂₅, for a PDS Consumption Site participating in Frequency Ancillary Services, if the Consumption Site does not participate according to the Contractual Payment Model, then that Consumption Site may participate according to the Regulated Payment Model.

0.FT1.1.3. Contractual Payment Model

The Participant may opt for the Contractual Payment Model in the case of agreement with the Supplier of the PDS Consumption Site:

- for a PDS Consumption Site participating in Frequency Ancillary Services;
- for a PDS Consumption Site subject by default to the Regulated Payment Model for the Balancing Mechanism and NEBCO.

Within a Profile entity, the model option applies to all Consumption Sites with the same Supplier.

To opt for the Contractual Payment Model, the Participant must transmit to RTE the completed and signed Joint Declaration of the Participant and the Electricity Supplier. This statement is available in Annex 0.A2. It contains:

- for Consumption Sites attached to a Remotely-Read Consumption Entity, a list of the Remotely-Read Consumption Sites concerned with the change;
- for Consumption Sites attached to a Profiled Consumption Entity, the Supplier concerned. All Sites with the said Supplier adopt the Contractual Payment Model.

The Model will be reapplied by default to the Consumption Site concerned within the time limits indicated in Annex 0.A2 in the event of an amendment to the terms of the said Annex (including an amendment to the list of Consumption Sites concerned) or in the event of Notification of reaching the end of the contract or the termination of the contract between the Participant and the Supplier for any reason.

0.FT1.1.4. Payment Model which does not take into account the control energy (Frequency Ancillary Services only)

The default model for a Consumption Site participating in the Frequency Ancillary Services connected to the PDS is the model which does not take into account control energy.

0.FT1.1.5. Change of Payment Model

A change in the model setting out the terms for the payment due by the Participant takes effect:

- on the first Day of Month M+1, if the Notification of the change request is received by RTE more than 10 Business Days before the end of Month M; or
- on the first day of Month M+2 if the Notification of the change request is received by RTE less than 10 Business Days before the end of Month M.

Regarding Frequency Ancillary Services, whenever a Consumption Site changes participation model without it being at the initiative of the Reserve Provider, RTE shall Notify the Reserve Provider at least 10 Business Days prior to the implementation of the amendment.

0.FT1.2. Fixed Scales for payment to the Regulated Model

The Fixed Scales excluding taxes in force are available on the RTE Website. Any revision to these Fixed Scales by RTE will be effective as of the date of publication on the RTE Website.

The Fixed Scale corresponds to the Fixed Scale excluding taxes increased by all taxes applicable to it. It is defined to the nearest Euro cent per MWh.

0.FT1.2.1. Fixed Scale for Profiled Consumption Sites**0.FT1.2.1.1. Fixed Scale excluding taxes for a Profiled Consumption Site on the Base Tariff option**

The Fixed Scale excluding taxes for a Profiled Consumption Site on the Base Tariff option applies to Consumption Sites that have been assigned an RES 1, RES 11 or PRO 1 profile.

The Fixed Scale excluding taxes for a Profiled Consumption Site on the Base Tariff option is calculated as equal to the supply cost of the supply part as defined in the latest report on regulated electricity sales tariffs published by the French Energy Regulatory Commission (CRE).

The supply cost of the supply part, which represents the scale for Downward Modulations, is determined on the basis of the above-mentioned report, as a function of the following parameters:

- the base calendar price, defined as the level corresponding to purchases on the electricity wholesale markets, in €/MWh. This reference market price is calculated as the volume-weighted average of the base calendar products exchanged on organised markets and privately, on the date of entry into force of the Fixed Scale of a Profiled Consumption Site on the Base tariff option;
- the capacity price, defined as the level corresponding to the cost of capacity guarantees, relating to the purchases at the capacity auctions organised by EPEX, in €/MWh. The capacity is valued at a price equal to the auction average over the 2 years preceding the delivery year.

For the NEBCO mechanism, the scale for the Upward Modulations is determined on the basis of the above-mentioned report, using the following parameters:

- the base calendar price, defined as the level corresponding to purchases on the electricity wholesale markets, in €/MWh. This reference market price is calculated as the volume-weighted average of the base calendar products exchanged on organised markets and privately, on the date of entry into force of the Fixed Scale of a Profiled Consumption Site on the Base tariff option;
- the capacity price, defined as the level corresponding to the cost of capacity guarantees, relating to the purchases at the capacity auctions organised by EPEX, in €/MWh. The capacity is valued at a price equal to the auction average over the 2 years preceding the delivery year.

At the request of the CRE, RTE may publish a Fixed Scale excluding taxes for Profiled Consumption Sites on the Base tariff option with the terms exempt from this Article. If appropriate, these would be specified in a CRE decision.

0.FT1.2.1.2. Fixed Scale excluding taxes for a Profiled Consumption Site without the Base tariff option

The Fixed Scale excluding taxes for a Profiled Consumption Site without the Base tariff option applies to Consumption Sites that have not been assigned a RES 1, RES 11 or PRO 1 profile. It is divided into two time slots:

- Off Peak (BP) Hours for the Profile (“BP Hours”): every Day from midnight to 07:00 and from 23:00 to midnight;
- Peak (HP) Hours for the Profile (“HP Hours”): every Day from 07:00 to 23:00.

The Fixed Scale excluding taxes for a Profiled Consumption Site without the Base tariff option for BP Hours is calculated as equal to the supply cost of the supply part for BP Hours as defined in the latest report on regulated electricity sales tariffs published by the CRE.

The Fixed Scale excluding taxes for a Profiled Consumption Site without the Base tariff option for HP Hours is calculated as equal to the supply cost of the supply part for HP Hours as defined in the most recent proposals for regulated electricity sales tariffs published by the CRE.

The supply cost of the supply part, which represents the scale for Downward Modulations, is determined on the basis of the above-mentioned report, as a function of the following parameters:

- the base calendar price, defined as the level corresponding to purchases on the electricity wholesale markets, in €/MWh. This reference market price is calculated as the volume-weighted average of the base calendar products exchanged on organised markets and privately, on the date of entry into force of the Fixed Scale of a Profiled Consumption Site without the Base tariff option;
- the capacity price, defined as the level corresponding to the cost of capacity guarantees, relating to the purchases at the capacity auctions organised by EPEX, in €/MWh. The capacity is valued at a price equal to the auction average over the 2 years preceding the delivery year.

For the NEBCO mechanism, the scale for the Upward Modulations is determined on the basis of the above-mentioned report, using the following parameters:

- the base calendar price, defined as the level corresponding to purchases on the electricity wholesale markets, in €/MWh. This reference market price is calculated as the volume-weighted average of the base calendar products exchanged on organised markets and privately, on the date of entry into force of the Fixed Scale of a Profiled Consumption Site without the Base tariff option;
- the capacity price, defined as the level corresponding to the cost of capacity guarantees, relating to the purchases at the capacity auctions organised by EPEX, in €/MWh. The capacity is valued at a price equal to the auction average over the 2 years preceding the delivery year.

At the request of the CRE, RTE may publish a Fixed Scale excluding taxes for Profiled Consumption Sites on the non Base tariff option with the terms exempt from this Article. If appropriate, these would be specified in a CRE decision.

0.FT1.2.2. Fixed Scale for Remotely-Read Consumption Sites

The Fixed Scale excluding taxes for Remotely-Read Consumption Sites is defined for each Calendar Year.

RTE publishes the Fixed Scale excluding taxes for Remotely-Read Consumption Sites no later than 15 December or 2 Business Days after the December auction preceding its Year of validity. In the case where the date of publication would be later than 31 December of the preceding Year, the scale for the preceding Year would remain in force until the publication of the scale for the Year of validity. RTE shall transmit to the CRE the data used as well as the details of the calculation.

At the request of the CRE, RTE may publish a Fixed Scale excluding taxes for Remotely-Read Consumption Sites with the terms exempt from this Article. If appropriate, these would be specified in a CRE decision.

The Fixed Scale excluding taxes for Remotely-Read Consumption Sites is differentiated for each half-year:

- Summer half-year: the Months from April to September;
- The winter half-year: the Months from January to March and October to December.

and according to two time slots:

- Peak Hours for Remotely-Read (“HT Hours”): Monday, Tuesday, Wednesday, Thursday and Friday from 8:00 to 20:00;
- Off-Peak Hours for Remotely-Read (“BT Hours”): all Hours that are not HT Hours.

The Fixed Scale excluding taxes applicable to Remotely-Read Consumption Sites for Downward Consumption Modulations, for each half-year S and for each time slot, Pl_H is defined as follows:

$$\begin{aligned} &Scale_{Downward}(N, S, Pl_H) \\ &= \left(Price_{Cal Avg}(N, Pl_H, t) \times Weight(S, Pl_H) \right) \\ &+ Cost_C(Price_C, S, Pl_H) \end{aligned}$$

And, for the NEBCO mechanism, the Fixed Scale excluding taxes applicable to Remotely-Read Consumption Sites for Upward Consumption Modulations, for each half-year S and for each time slot, Pl_H is defined as follows:

$$\begin{aligned} &Scale_{Upward}(N, S, Pl_H) \\ &= \left(Price_{Cal Avg}(N, Pl_H, t) \times Weight(S, Pl_H) \right) \\ &+ Cost_C(Price_C, S, Pl_H) \end{aligned}$$

Where:

- S : the half-year in question (winter or summer) (without units);
- Pl_H : the slot in question within the quarter (HT or BT Hours) (without units);
- N : the Year for which the Fixed Scale is calculated (without units);
- $Price_{Cal Avg}(N, Pl_H, t)$: the average Calendar Settlement Price of forward products quoted each Day t of the period over which the average is calculated, for the Year N , determined for each time slot Pl_H as follows (unit: €/MWh):

- For $Pl_H = HT$: Arithmetic average of the Daily Settlement Prices for Calendar Peakload products in Year N observed ex-post on EEX French Financial Power Futures on the Trading Days t of the period over which the average is calculated;
- For $Pl_H = BT$, the ratio between:
 - the difference between:
 - the total number of Hours in Year N multiplied by the arithmetic average of the Daily Settlement Prices for Calendar Baseload products in Year N observed ex-post on EEX French Financial Power Futures on the Trading Days t of the period over which the average is calculated;
 - and the number of Hours HT in Year N multiplied by $Price_{CalAvg.}(N, HT, t)$;
 - and the number of Hours BT in Year N .
- $Weight(S, Pl_H)$: the weighting of half-yearly settlement prices from an annual settlement price. The weighting of the settlement prices for the Winter (respectively Summer) half-year is equal to the average of the weightings for the Q1 and Q4 (respectively Q2 and Q3) quarterly settlement prices, calculated on the basis of the settlement prices for the last 3 Years, according to the following formula (without units):

$$Weight(Q_i, Pl_H) = \left(\frac{Price_{QuarterAvg}(Q_i, Pl_H, t)}{t \in [1^{st} Jan N-3; 30 Nov N-1]} \right) \left(\frac{Price_{QuarterAvg}(Q_j, Pl_H, t)}{j \in [1, 2, 3, 4]; t \in [1^{st} Jan N-3; 30 Nov N-1]} \right)$$

- Q_i : the quarter in question. The index i indicates the number of the quarter in the year (Q1 corresponds to the quarter from January to March) (without units);
- $Price_{QuarterAvg}(Q_i, Pl_H, t)$: the average settlement price of forward Quarter products quoted each Day t of the period over which the average is calculated, for the available quarter Q_i closest to the date, t determined for each time slot Pl_H as follows (unit: €/MWh):
 - For $Pl_H = HT$: Arithmetic average of the Daily Settlement Prices for Quarter Peakload products in the next quarter available Q_i observed ex-post on EEX French Financial Power Futures on the Trading Days t of the period over which the average is calculated;
 - For $Pl_H = BT$, the arithmetic mean over the Trading Days t of the period of the ratios between:
 - the difference between:
 - the total number of Hours in quarter Q_i multiplied by the Daily Settlement Price for the Quarter Baseload product in the next available quarter Q_i observed ex-post on EEX French Financial Power Futures on the Trading Days t ;

- and the number of HT Hours in the quarter Q_i multiplied by the settlement price $Price_{Quarter}(Q_i, HT, t)$.
- and the number of Hours in BT quarter Q_i .
- $Cost_C(Price_C, S, H_{Q_i})$: the cost of the capacity, which depends on its price ($Price_C$), half-year S and the time-slot Pl_H concerned (unit: €/MWh);

If $S = \text{winter}$, then:

$$Cost_C(Price_C, \text{Winter}, Pl_H) = \frac{CO(Pl_H)}{E_{NTR\ Range}(Pl_H)} \times Price_C$$

Where:

- $Price_C$ can take one of the two following values (unit: €/MW):
- $\frac{\text{Average Capacity Auction}(N, t)}{t \in [1^{st} \text{ Jan } N-2 - 31 \text{ Dec } N-1]}$
- $CISP(N)$: the Capacity Imbalance Settlement Price (CISP) of Year N as defined by the Capacity Mechanism Rules;
- $CO(Pl_H)$: Capacity Obligation for Remotely-Read Sites. This is the average power of the remotely-read portfolio recorded on PP1 Days over the time slots [08:00; 15:00] and [18:00; 20:00] for the Peak component and over the time slot [07:00; 08:00] for the Off-Peak component: a weighting of PP1 Days per Month is used, defined in paragraph B.2.5.1 of the Capacity Mechanism Terms and Conditions (unit: MW);
- $E_{NTR\ Range}(Pl_H)$: the total energy consumption per substation of the Remotely-Read Sites over quarter Q1 (unit: MWh).

0.FT1.3. Distribution of Volumes Achieved at entity level for payment calculation

0.FT1.3.1. Calculation for a DRE or a Remotely Read Consumption BE

0.FT1.3.1.1. Consumption Sites on the Corrected Payment Model

For each 15 Minute Time Interval, the Volume Achieved allocated to each Consumption Site applying the Corrected Payment Model is equal to:

$$V_{Attributed, Dir_K}(Site_{s, MC}, EDX_j) = \frac{VR_{Dir_K}(EDX_j) \times VR_{Dir_K}(Site_{s, MC}, EDX_j)}{\sum_r VR_{Dir_K}(Site_{MRC, RE_r}, EDX_j) + \sum_u VR_{Dir_K}(Site_{u, MC}, EDX_j)}$$

Where:

- EDX_j : an entity, which may be either a BE or a DRE (without units);
- $VR_{Dir_K}(EDX_j)$: the Volume Achieved of the EDX_j in the Dir_K for the Time Interval concerned (unit: MWh).

The following Volumes Achieved, applied to a sub-unit of a DRE or BE, are calculated by strictly applying the performance control method for the sub-unit entity:

- $VR_{Dir_K}(Site_{s,MC,EDX_j})$: the Volume Achieved, in Dir_K for $Site_{s,MC,EDX_j}$ applying the Corrected Payment Model and belonging to EDX_j for the Time Interval concerned (unit: MWh);
- $\sum_R VR_{Dir_K}(Site_{s,MRC,RE_r,EDX_j})$: the sum of the Volumes Achieved by all of the Remotely-Read Consumption Sites applying the Regulated Payment Model or the Contractual Payment Model of the EDX_j attached to the same BRP for all RE_r for the Time Interval concerned (unit: MWh);
- $\sum_u VR_{Dir_K}(Site_{u,MC,EDX_j})$: the sum of the Volumes Achieved per Remotely-Read Consumption Site applying the Corrected Payment Model of the EDX_j for the Time Interval concerned (unit: MWh);
- Dir_K : can only take the value in the direction of the Load Reductions in the case of the Balancing Mechanism and up to the Date NF₃₀ for the NEBCO mechanism, and the value of Upward and Downward Modulations in the case of Frequency Ancillary Services and from the Date NF₃₀ for the NEBCO mechanism.

From the Date NF₃₀, Upward Consumption Modulations are taken into account in the Achieved and Assigned Volumes and give rise to the correction of the Load Curves for the Consumption Sites to the Corrected Model.

0.FT1.3.1.2. Consumption Sites on the Regulated Payment Model or Contractual Payment Model

For each 15-minute Time Interval, the Volume Achieved assigned to the Supplier f_f and to the Fixed Scale Bf_b for the Consumption Sites applying the Regulated or Contractual Payment model of the entity is equal to:

$$\begin{aligned}
 V_{Attributed,Dir_K}(Site_{s,MRC,BF_b,F_f,EDX_j},t) \\
 &= \sum_R \left(\frac{VR_{Dir_K}(Site_{s,MRC,BF_b,F_f,RE_r,EDX_j})}{\sum_l \sum_m VR_{Dir_K}(Site_{MRC,BF_m,F_l,RE_r,EDX_j})} \right. \\
 &\quad \times \frac{VR_{Dir_K}(Site_{MRC,RE_r,EDX_j})}{\sum_w VR_{Dir_K}(Site_{MRC,RE_w,EDX_j}) + \sum_s VR_{Dir_K}(Site_{s,MC,EDX_j})} \Bigg) \\
 &\quad \times VR_{Dir_K}(EDX_j)
 \end{aligned}$$

Where:

- EDX_j : an entity, which may be either a BE or a DRE (without units);

The following Volumes Achieved, applied to a sub-unit of a DRE or BE, are calculated by strictly applying the performance control method for the sub-unit entity:

- $VR_{Dir_K}(Sites_{MRC,BF_b,F_f,RE_r,EDX_j})$: the Volume Achieved, in Dir_K , of all the Remotely-Read Consumption Sites applying the Regulated Payment Model or the Contractual Payment Model, associated with the Fixed Scale BF_b , Supplier F_f and BRP_R and belonging to the EDX_j , for the Time Interval concerned (unit: MWh);
- $\sum_l \sum_m VR_{Dir_K}(Site_{MRC,BF_m,F_l,RE_r,EDX_j})$: the sum of the Volumes Achieved by all Remotely-Read Consumption Sites applying the Regulated Payment Model or Contractual Payment Model associated with the RE_r and having the same Fixed Scale BF_m and the same Supplier F_l on all Fixed Scales and all Suppliers belonging to the EDX_j , for the Time Interval concerned (unit: MWh);
- $VR_{Dir_K}(Site_{MRC,RE_r,EDX_j})$: the Volume Achieved, in Dir_K , of all the Remotely-Read Consumption Sites applying the Regulated Payment Model or the Contractual Payment Model, associated with the RE_r , belonging to EDX_j , for the Time Interval concerned (unit: MWh);
- $\sum_w VR_{Dir_K}(Site_{MRC,RE_w,EDX_j})$: the sum of the Volumes Achieved by all of the Remotely-Read Consumption Sites applying the Regulated Payment Model or the Contractual Payment Model and attached to the same BRP over all the BRPs and belonging to EDX_j for the Time Interval concerned (unit: MWh);
- $\sum_s VR_{Dir_K}(Site_{s,MC,EDX_j})$: the sum of the Volumes Achieved per Remotely-Read Consumption Site applying the Corrected Payment Model belonging to EDX_j for the Time Interval concerned (unit: MWh);
- $VR_{Dir_K}(EDX_j)$: the Volume Achieved of the EDX_j in the Dir_K for the Time Interval concerned (unit: MWh);
- Dir_K : can only take the value in the direction of the Load Reductions in the case of the Balancing Mechanism and up to the Date NF₃₀ for the NEBCO mechanism, and the value of Upward and Downward Modulations in the case of Frequency Ancillary Services and from the Date NF₃₀ for the NEBCO mechanism;
- t : the Control Interval (without unit).

For the purposes of calculation, a single fictitious Fixed Scale is attributed to the Remotely-Read Consumption Sites on the Contractual Payment Model with the same Supplier.

0.FT1.3.2. Calculation for a Profiled Consumption DRE

For each Control Interval, the Achieved Modulation Volume assigned to the Consumption Sites of an entity associated with Payment Model, MV_m Supplier F_f and Fixed Scale BF_b is equal to the product, rounded to the MWh, (i) of the Achieved Modulation Volume over the Control Interval concerned, and (ii) of the Distribution Key for the Payment Model, MV_m Supplier F_f and Fixed Scale BF_b :

$$V_{Attributed,Dir_K}(Sites_{MRC,BF_b,F_f,EDE_j},t) = VR_{Dir_K}(EDE_j,t) \times \left(\frac{\sum_s P_{Subscribed}(Site_{s,MV_m,BF_b,F_f,EDE_j})}{\sum_s P_{Subscribed}(Site_{s,EDE_j})} \right)$$

Where:

- EDE_j : a Demand Response Entity (without units);
- $V_{Attributed,Dir_K}(Sites_{MRC,BF_b,F_f,EDE_j},t)$: the aggregate Attributed Volume of the Consumption Sites of the EDE_j applying the Payment Model MV_m associated with the Fixed Scale BF_b and Supplier F_f for the Control Interval t concerned (unit: MWh);
- $VR_{Dir_K}(EDE_j)$: The Achieved Load Reduction Volume of the EDE_j for the Control Interval t concerned (unit: MWh);
- $\left(\frac{\sum_s P_{Subscribed}(Site_{s,MV_m,BF_b,F_f,EDE_j})}{\sum_s P_{Subscribed}(Site_{s,EDE_j})} \right)$: The Distribution Key for the EDE_j Sites associated with Payment Model MV_m , Fixed Scale BF_b and Supplier F_f for the Control Interval concerned, in accordance with Chapter 5 (without units);
- Dir_K : can only take the value in the direction of the Load Reductions in the case of the Balancing Mechanism and up to the Date NF₃₀ for the NEBCO mechanism, and the value of Upward and Downward Modulations in the case of Frequency Ancillary Services and from the Date NF₃₀ for the NEBCO mechanism;
- t : the Control Interval (without unit).

0.FT1.3.3. Calculation for a Profiled Consumption BE

For each 15-Minute Time Interval, the volume of energy allocated to Supplier F_f and Fixed Scale BF_b is equal to the product of:

- of the Volume Achieved over the Time Interval concerned; and
- of the Distribution Key for Supplier F_f and Fixed Scale BF_b as defined in Article 0.FT1.3.3.1.

For each Time Interval, the volume of energy allocated to Supplier F_f and Fixed Scale BF_b is equal to the product of:

- of the Volume Achieved over the Time Interval concerned; and
- of the Distribution Key for Supplier F_f and Fixed Scale BF_b as defined in Article 0.FT1.3.3.1.

0.FT1.3.3.1. Method of calculating the Distribution Key by Supplier and by Fixed Scale

- (i) Calculation by RTE of the sum of Subscribed Power by Supplier and by Fixed Scale

For a Profiled Consumption BE EDA_j the Subscribed Power aggregated to the level of Supplier F_f and Fixed Scale BF_b is calculated as follows at the end of each Month M for Month M+1:

$$P_{Subscribed}(BF_b, F_f, EDA_j) = \sum_s P_{Subscribed}(Site_s, BF_b, F_f, EDA_j)$$

Where:

- $P_{Subscribed}(BF_b, F_f, EDA_j)$: the sum of Subscribed Power by Supplier F_f and Fixed Scale BF_b for the EDA_j (unit: MW);
- EDA_j : The Profiled Consumption Balancing Entity to which all Profiled Consumption Sites are attached $Site_s$;
- F_f : the Supplier of $Site_s$;
- BF_b : the Fixed Scale to which the $Site_s$ is subject for the Modulation direction concerned;
- $P_{Subscribed}(Site_s, BF_b, F_f, EDA_j)$: the Subscribed Power of Profiled Consumption Site $Site_s$ associated with Fixed Scale BF_b and Supplier F_f and belonging to EDA_j , at the end of month M (unit: MW).

The rounding rules described in Article 0.5 apply.

Subscribed Power aggregate values are calculated monthly by RTE.

(ii) Calculation by RTE of the Distribution Key by Supplier and by Fixed Scale

The Distribution Key associated with Supplier F_f and Fixed Scale BF_b is calculated by RTE as follows, based on the Subscribed Powers calculated for each Supplier F_f and at the Fixed Scale BF_b in accordance with Article 0.FT1.3.3.1 (i):

$$Key(BF_b, F_f, EDA_j) = \frac{\sum_s P_{Subscribed}(Site_s, BF_b, F_f, EDA_j)}{\sum_s P_{Subscribed}(Site_s, EDA_j)}$$

Where:

- $Key(BF_b, F_f, EDA_j)$: the Subscribed Power Distribution Key by Supplier F_f and by Fixed Scale BF_b for the EDA_j (without units);
- $\sum_s P_{Subscribed}(Site_s, BF_b, F_f, EDA_j)$: the aggregate Subscribed Power of the Consumption Sites $Site_s, BF_b, F_f, EDA_j$ associated with Fixed Scale BF_b and Supplier F_f and belonging to the Profiled Consumption BE EDA_j (unit: MW);
- $\sum_s P_{Subscribed}(Site_s, EDA_j)$: the aggregate Subscribed Power of all the Consumption Sites $Site_s, EDA_j$ making up the Profiled Consumption BE EDA_j (unit: MW).

The Distribution Key by Supplier F_f and by Fixed Scale BF_b is determined with a level of accuracy corresponding to seven decimal places. The rounding rules described in Article 0.5 apply.

This Distribution Key is calculated monthly by RTE at the end of Month M and applied by RTE to Month M+1.

0.FT1.3.3.2. Calculation of the Distribution Key by Demand Response Category

(i) Calculation by RTE of the sum of Subscribed Power by Demand Response Category

For a Profiled Consumption BE $ED: A_j$, the aggregated Subscribed Power at the level of the Demand Response Category $CatEff_e$ is calculated by RTE as follows at the end of each Month M for Month M+1:

$$P_{Subscribed}(CatEff_e, EDA_j) = \sum_s P_{Subscribed}(Site_{s,CatEff_e,EDA_j}) \frac{\sum_s P_{Subscribed}(Site_{s,CatEff_e,EDA_j})}{\sum_s P_{Subscribed}(Site_{s,EDA_j})}$$

Where:

- $P_{Subscribed}(CatEff_e, EDA_j)$: the sum of Subscribed Power by Demand Response Category $CatEff_e$ for the EDA_j (unit: MW);
- $\sum_s P_{Subscribed}(Site_{s,CatEff_e,EDA_j})$: the aggregate Subscribed Power of the Consumption sites $Site_{s,CatEff_e,EDA_j}$ associated with the Demand Response Category $CatEff_e$ and belonging to Profiled Consumption BE EDA_j (unit: MW);
- $\sum_s P_{Subscribed}(Site_{s,EDA_j})$: the aggregate Subscribed Power of all the Consumption Sites $Site_{s,EDA_j}$ making up the Profiled Consumption BE EDA_j (unit: MW).

The rounding rules described in Article 0.5 apply.

The Subscribed Power values are calculated monthly by RTE.

(ii) Calculation of the Distribution Key by Demand Response Category

The Distribution Key associated with the Demand Response Category $CatEff_e$ is calculated by RTE as follows, based on the Subscribed Powers calculated at Demand Response Category $CatEff_e$ level in accordance with Article 0.FT1.3.3.2 (i):

$$Key(CatEff_e, EDA_j) = \frac{\sum_s P_{Subscribed}(Site_{s,CatEff_e,EDA_j})}{\sum_s P_{Subscribed}(Site_{s,EDA_j})}$$

Where:

- $Key(CatEff_e, EDA_j)$: the Subscribed Power Distribution Key by Demand Response Category $CatEff_e$ for the EDA_j (without units);

- $\sum_s P_{Subscribed}(Site_{s,CatEff_e,EDA_j})$: the aggregate Subscribed Power of the Consumption sites $Site_{s,CatEff_e,EDA_j}$ associated with the Demand Response Category $CatEff_e$ and belonging to Profiled Consumption BE EDA_j (unit: MW);
- $\sum_s P_{Subscribed}(Site_{s,EDA_j})$: the aggregate Subscribed Power of all the Consumption Sites $Site_{s,EDA_j}$ making up the Profiled Consumption BE EDA_j (unit: MW).

The Distribution Key by Demand Response Category $CatEff_e$ is determined with a level of accuracy corresponding to seven decimal places. The rounding rules described in Article 0.5 apply.

The Distribution Key by Demand Response Category is calculated monthly by RTE at the end of Month M and applied by RTE for Month M+1.

0.FT1.3.4. Procedures for sending the Volume Achieved for PDS Consumption Sites on the Corrected Payment Model

RTE sends, at the latest at 23:59 on Tuesday of Week W+2, to the DSO concerned, for each Consumption Site on the Corrected Payment Model connected to the PDS, the Time Series for the Achieved Volume Attributed to said Site during Week W in 15-Minute Intervals for NEBCO and for the Balancing Mechanism.

Positive values correspond to the Volumes of Downward Consumption Modulations and negative values correspond to the Volumes of Upward Consumption Modulations.

RTE transmits, no later than 23:59 on Tuesday of Week W+2, to the relevant DSO and for each Consumption Site to the Corrected Payment Model connected to the RPD, the Times Series of the Upward and Downward Primary and Secondary Frequency Control volumes per Site during Week W at 15-Minute Time Intervals for the Frequency Ancillary Services.

0.FT1.4. Specific provisions for Consumption Sites on the Corrected Payment Model

For Consumption Sites on the Corrected Payment Model, the payment due to the Suppliers of the Consumption Sites is borne fully by the Consumption Site in the name and on behalf of the Participant on the basis of the volumes assigned to each Consumption Site on the Corrected Payment Model.

The value of the payment reflects the supply part of the supply price in the supply contract between the Consumption Site and its Electricity Supplier.

Financial flows between the Consumption Site and the Participant depend on the contractual agreement between the Parties. Therefore, such flows and the consequences relating to a payment default by the Consumption Site to the Electricity Supplier are not described in these Rules.

These specific requirements result in the correction of the load curves of the Consumption Sites concerned, in accordance with the process for determining the Adjusted Consumption described in Chapter 3.

0.FT1.5. Specific provisions for Consumption Sites on the Regulated Payment Model

0.FT1.5.1. Creditor and debtor counterparties

0.FT1.5.1.1. Frequency Ancillary Services: role symmetry between the Reserve Providers and the Suppliers

To set up financial flows between the Reserve Provider and the Supplier through RTE for the control energy of Consumption Sites using the optional Regulated Payment Model, the Reserve Provider and the Supplier have symmetric roles and responsibilities. They will be referred to as counterparties in the remainder of Article 0.FT1.5. The term “counterparty” will interchangeably refer to the Reserve Provider and/or the Supplier. For each Consumption Site using the optional Regulated Payment Model and for each Time Interval, the positive/negative sign of the control energy, calculated in accordance with Article 0.FT1.5.5 , determines the direction of the financial flows between the counterparties:

- For 15 Minutes Intervals with positive control energy, the Reserve Provider is the debtor counterparty and the Supplier of the Consumption Site is the creditor counterparty.
- For 15 Minutes Intervals with negative control energy, the Supplier of the Consumption Site is the debtor counterparty and the Reserve Provider is the creditor counterparty.

The terms “debtor counterparty” and “creditor counterparty” will apply in the remainder of Article 0.FT1.5.

0.FT1.5.1.2. Demand Responses valued on the Balancing Mechanism and Consumption Modulations valued on the NEBCO mechanism: matching between creditor and debtor counterparties

To set up financial flows between the Balancing Service Providers or Demand Response Aggregators and Electricity Suppliers through RTE for demand response energy, Balancing Service Providers or Demand Response Aggregators will be referred to as the “debtor counterparty” and Suppliers will be referred to as the “creditor counterparty”.

For the NEBCO mechanism, as of Date NF₃₀, the amounts due to the Electricity Suppliers by the Demand Response Aggregators in respect of Downward Consumption Modulations are corrected for the effects of the Upward Consumption Modulations according to the scales described in Article 0.FT1.2.

0.FT1.5.2. Tax and accounting treatment

Under the tax rules, the payment due to an Electricity Supplier from the demand response Consumption Sites constitutes the counterparty to a supply of electricity. Therefore, the payment is collected and paid taking into account the reverse charge of VAT provided for in Article 283.2d of the second paragraph of the French General Tax Code.

The sums collected from counterparties on the Collection and Payment Funds are not the property of RTE.

RTE provides the administrative, accounting and financial management for these accounts in accordance with the French accounting rules. In particular, it is responsible for invoicing and collecting payments from debtor counterparties, making payments to creditor counterparties, and for the identification of any payment defaults. Financial flows collected and paid by RTE under this Article are accounted for in RTE'S income and expenses according to their type.

The payment between the counterparties is equivalent to remuneration with regard to the private accounting rules relating to the invoicing of value added tax.

A specific account called the Collection and Payment Fund is opened by RTE in its accounting records for each of the mechanisms concerned. This account tracks and centralises financial flows between the counterparties relating to payments made within the framework of processing demand response energy (Balancing Mechanism/NEBCO) or control energy (Frequency Ancillary Services) of Consumption Sites on the Regulated Payment Model.

0.FT1.5.3. Exchange procedures for financial flows

The financial flows are tracked and accounted for in a dedicated account in RTE's accounts called the Collection and Payment Fund. The funds collected from debtor counterparties are paid to the creditor counterparties by RTE after receipt from the debtor counterparties, thus RTE acts as an opaque agent.

A process for monitoring the financial reports of the debtor counterparties and ensuring financial security has been set up by RTE.

0.FT1.5.4. Calculation of the payment amount for the Balancing Mechanism

For each 15-Minute Time Interval t and each EDA_j on which an Upward Balancing Bid is activated, the amount of the payment due by the debtor counterparty to the creditor counterparty is equal to the sum, over all the Fixed Scales, of the product (i) of the energy volumes assigned in Article 0.FT1.3 to the Sites having said Supplier F_f and Fixed Scale BF_b and (ii) of the Fixed Scale BF_b .

$$\begin{aligned} \text{Payment}_{Max}(BF_b, F_f, EDA_j, t) \\ = \sum_s \sum_b \left(V_{Attributed} \left(Site_{s,MR,BF_b,F_f,EDA_j}, t \right) \right. \\ \left. \times BF_b \left(Site_{s,MR,BF_b,F_f,EDA_j}, t \right) \right) \end{aligned}$$

Where:

- $\text{Payment}_{Max}(BF_b, F_f, EDA_j, t)$: the amount of the payment due by the debtor counterparty to the creditor counterparty for the Time Interval concerned (unit: €);
- $V_{Attributed} \left(Site_{s,MR,BF_b,F_f,EDA_j}, t \right)$: The Attributed Volume of the Remotely-Read Consumption Site applying the Regulated Payment Model, associated with Fixed Scale BF_b and Supplier F_f , and belonging to EDA_j , for the Time Interval considered (unit: MWh);
- $BF_b \left(Site_{s,MR,BF_b,F_f,EDA_j}, t \right)$: the Fixed Scale applicable to Site s for Time Interval t (€/MWh);
- t : the 15-Minute Time Interval (without unit).

0.FT1.5.5. Calculation of the payment amount for the Frequency Ancillary Services

The control energy calculated, in accordance with Chapter 4, for each Quarter-Hourly Interval, and for each Consumption Site participating according to the Regulated Payment Model MR , is valued at the Fixed Scale BF_b applicable to the Consumption Site. This valuation is referred to as a payment in the remainder of the Article. In accordance with Article 0.FT1.5.1.1, the positive or negative sign of the control energy determines the debtor counterparty and the creditor counterparty.

For Consumption Site $Site_{s,MR,EDR_i}$, applying the Regulated Payment Model, and for a Quarter-Hourly Interval referred to as t , the payment is equal to:

For a Reserve Provider:

$$Payment_{RR}(Site_{s,MR,EDR_i}, t) = \max(0; V(Site_{s,MR,EDR_i}, t)) \times BF_b(Site_{s,MR,EDR_i}, t)$$

For a Supplier:

$$Payment_{F_f}(Site_{s,MR,EDR_i}, t) = \max(0; -V(Site_{s,MR,EDR_i}, t)) \times BF_b(Site_{s,MR,EDR_i}, t)$$

Where:

- $Payment_{RR}(Site_{s,MR,EDR_i}, t)$: the amount of the payment due, in respect of control energy, by the debtor counterparty to the creditor counterparty for the Time Interval concerned within the framework of a Consumption Site $Site_{s,MR,EDR_i}$ relating to a Reserve Provider RR (unit: €);
- $Payment_{F_f}(Site_{s,MR,EDR_i}, t)$: the amount of the payment due, in respect of control energy, by the debtor counterparty to the creditor counterparty for the Time Interval concerned within the framework of a Consumption Site $Site_{s,MR,EDR_i}$ relating to a Supplier F_f (unit: €);
- $V(Site_{s,MR,EDR_i}, t)$: the control energy for Consumption site $Site_{s,MR,EDR_i}$ applying the Regulated Payment Model MR for the Time Interval concerned t and attached to the Reserve Providing Group EDR_i , calculated in accordance with Chapter 4 (unit: MWh);
- $BF_b(Site_{s,MR,EDR_i}, t)$: the Fixed Scale for the Consumption Site $Site_{s,MR,EDR_i}$ for the Interval concerned t (unit: €/MWh);
- t : Quarter-Hourly Interval (without units).

0.FT1.5.6. Calculation of the payment amount for the NEBCO mechanism

0.FT1.5.6.1. Calculation for a Remotely Read Consumption DRE

For each Month M , the amount of the payment due by the debtor counterparty to the creditor counterparty is equal to the difference between:

- the sum over all the Control Intervals t of Month M of the product (i) of the Achieved Downward Modulation Volume of the Remotely-Read Consumption Sites applying the Remotely-Read Regulated Payment Model EDE_j associated with the Supplier F_f on the Control Interval t and (ii) of the value of the Regulated Fixed Scale of the Remotely-Read Sites BF_b for the Control Interval t ;
- the sum over all the Control Intervals t of Month M of the product (i) of the Upward Modulation Volume of the Remotely-Read Consumption Sites applying the Remotely-Read Regulated Payment Model EDE_j associated with the Supplier F_f on the Control Interval t and (ii) of the value of the Regulated Fixed Scale of the Remotely-Read Sites BF_b for the Control Interval t .

$$\begin{aligned}
 & Payment_{NEBCO}(F_f, EDE_j, M) \\
 &= \sum_t \left(\left(V_{Attributed, Downward} \left(Sites_{MRC, BF_b, F_f, EDE_j}, t \right) \right. \right. \\
 &\quad \left. \left. - V_{Attributed, Upward} \left(Sites_{MRC, BF_b, F_f, EDE_j}, t \right) \right) \times BF_b(t) \right)
 \end{aligned}$$

Where:

- $Payment_{NEBCO}(BF_b, F_f, EDE_j, M)$: the amount of the payment due by the debtor counterparty to the creditor counterparty for the Month M concerned (unit: €);
- $V_{Attributed, Downward} \left(Sites_{MRC, BF_b, F_f, EDE_j}, t \right)$: the Achieved Downward Modulation Volume of the Remotely-Read Consumption Sites applying the Regulated Payment Model or the Remotely-Read Contractual Payment Model EDE_j associated with the Supplier F_f and the Fixed Scale BF_b applicable to the Remotely-Read Sites for the Regulated Payment Model on the Control Interval t , as defined in 0.FT1.3.1.2 (unit: MWh);
- $V_{Attributed, Upward} \left(Sites_{MRC, BF_b, F_f, EDE_j}, t \right)$: the Upward Modulation Volume of the Remotely-Read Consumption Sites applying the Regulated Payment Model or the Remotely-Read Contractual Payment Model EDE_j associated with the Supplier F_f and the Fixed Scale BF_b applicable to the Remotely-Read Sites for the Regulated Payment Model on the Control Interval t , as defined in 0.FT1.3.1.2 (unit: MWh);
- $BF_b(t)$: the Fixed Scale applicable to the Remotely-Read Consumption Sites applying the Regulated Payment Model on the Control Interval t (€/MWh);
- t : the Control Interval (without unit).

0.FT1.5.6.2. Calculation for a Profiled DRE

For each Month M , the amount of the payment due by the debtor counterparty to the creditor counterparty is equal to the difference between:

- the sum, over all the Control Intervals t of Month M and Fixed Scales BF_b , of the product (i) of the Achieved Downward Modulation Volume attributed to the Consumption Sites applying the Regulated Payment Model of the Profiled EDE_j associated with the Supplier F_f and the Fixed Scale BF_b on the Control Interval t and (ii) of the value of the Fixed Scale BF_b for Control Interval t ;
- the sum, over all the Control Intervals t of Month M and Fixed Scales BF_b , of the product (i) of the Achieved Upward Modulation Volume of the Consumption Sites applying the Regulated Payment Model of the Profiled EDE_j associated with Supplier F_f and Fixed Scale BF_b on Control Interval t and (ii) of the value of the Fixed Scale BF_b for Control Interval t .

$$\begin{aligned}
 & Payment_{NEBCO}(F_f, EDE_j, M) \\
 &= \sum_t \sum_b \left(\left(V_{Attributed, Downward} \left(Sites_{MRC, BF_b, F_f, EDE_j}, t \right) \right. \right. \\
 &\quad \left. \left. - V_{Attributed, Upward} \left(Sites_{MRC, BF_b, F_f, EDE_j}, t \right) \right) \right) \\
 &\quad \times BF_b \left(Sites_{MRC, BF_b, F_f, EDE_j}, t \right)
 \end{aligned}$$

Where:

- $Payment_{NEBCO}(F_f, EDE_j, M)$: the amount of the payment due by the debtor counterparty to the creditor counterparty for the Month M concerned (unit: €);
- $V_{Attributed, Downward} \left(Sites_{MRC, BF_b, F_f, EDE_j}, t \right)$: the Achieved Downward Modulation Volume of the Consumption Sites applying the Regulated Payment Model of the Profiled EDE_j attributed to Supplier F_f and the Fixed Scale BF_b on the Control Interval t , as defined in 0.FT1.3.2 (unit: MWh);
- $V_{Attributed, Upward} \left(Sites_{MRC, BF_b, F_f, EDE_j}, t \right)$: the Achieved Upward Modulation Volume of the Consumption Sites applying the Regulated Payment Model of the Profiled EDE_j attributed to the Supplier F_f and the Fixed Scale BF_b on the Control Interval t , as defined in 0.FT1.3.2 (unit: MWh);
- $BF_b \left(Sites_{MRC, BF_b, F_f, EDE_j}, t \right)$: the Fixed Scale applicable to the Remotely-Read Consumption Sites profiled using a base or non-base tariff option applying the Regulated Payment Model on the Control Interval t (€/MWh);
- t : the Control Interval (without unit).

0.FT1.5.7. Collection of payments from debtor counterparties

The collection of payments excluding taxes from debtor counterparties is carried out according to the following procedure:

- before the end of April, July, October and January for the previous quarter, RTE invoices the debtor counterparty an amount corresponding to the sum of the payments: the energy volumes attributed for the previous quarter are specified by Fixed Scale and by entity. For Frequency Ancillary Services, if the creditor counterparty is an Electricity Supplier, this Notification is sent aggregated at Supplier level for each Fixed Scale and Month;
- the debtor counterparty settles the invoice within 30 Calendar Days following its date of issue;
- in the event that RTE identifies an overpayment to a debtor counterparty, this amount is deducted from the next invoice or refunded in the event that the Participant's Participation Agreement is terminated in the manner described in the Chapter concerned;
- the funds collected in the Collection and Payment Fund are kept by RTE until they are paid to the creditor counterparties in accordance with Article 0.FT1.5.8.

0.FT1.5.7.1. Details on invoicing procedures

RTE calculates the amount corresponding to the sums due for Month M.

- If this amount is positive, RTE will invoice debtor counterparty for the amount, deducting as necessary the amounts corresponding to the sums due for the Months prior to M for which these amounts are negative and have not already been invoiced by RTE. This invoicing takes into account the VAT reverse charge procedures in accordance with Article 283.2e, paragraph 2, of the French General Tax Code.
- If the amount corresponding to the sums due for Month M is negative, RTE will not issue an invoice and Notifies the debtor counterparty of this amount.

The debtor counterparty will settle the invoice in accordance with the procedures and deadlines described in the applicable Chapter.

0.FT1.5.8. Payments of sums collected to creditor counterparties

The sums actually collected are paid to the creditor counterparties whose Consumption Sites have been subject to load reduction or have supplied control energy during Month M.

The payment of the sums collected is carried out on the basis of an invoice issued by RTE in the name of and on behalf of the credit counterparties concerned, at the latest by the eleventh Business Day of July for the first quarter, of October for the second quarter, of January for the third quarter and of April for the fourth quarter, in accordance with the procedures and deadlines described in Annex 0.A3 and in the applicable Chapters.

In the case of default by a debtor counterparty in the payment of the sums due, the above mentioned timescales cannot be honoured by RTE.

Under no circumstances shall RTE be held responsible for the non-payment by the debtor counterparty of the sums mentioned above.

0.FT1.5.8.1. Case of default by a debtor counterparty

In the case of non-payment by a debtor counterparty of the sums due within the above mentioned deadlines, RTE shall not be obliged to pay said sums to the creditor counterparties within the specified deadlines.

In this situation, the total amount of the sums not paid by the said debtor counterparty for a quarter is distributed between the credit counterparties concerned in proportion to the volumes assigned for the quarter for the Consumption Sites on the Regulated Payment Model.

Any sums later recovered by RTE are paid to the creditor counterparties following the same distribution as that specified above, as soon as they are available in the Collection and Payment Fund account.

However, RTE will do its utmost to take into account late payments of debtor counterparties in the self-billing invoice prepared by RTE for the payment of the sums due to the creditor counterparties concerned no later than the eleventh Business Day of July for the first quarter, of October for the second quarter, of January for the third quarter and of April for the fourth quarter.

If calling the Financial Guarantee does not cover all of the payment default, RTE will communicate to the creditor counterparties concerned, at their request, the identity of the defaulting debtor counterparty as well as the amount of the sums it owes to said creditor counterparties.

0.FT1.5.8.2. Additional specific stipulation in the case of default by a NEBCO Mechanism Participant

This Article applies in addition to Article 0.FT1.5.8.1 in the case of default by a NEBCO Mechanism Participant.

RTE shall suspend the Participant's Participation Agreement in accordance with terms and conditions of Chapter 5.

The suspension of the Participant's Participation Agreement results in the automatic application, by RTE, of the consequences provided for in Chapter 5.

In a case where the Participant's Participation Agreement is terminated, by RTE, as a result of the non-payment in full of the sums specified in a formal notice, within the deadlines set out in the formal notice, RTE communicates to the Electricity Suppliers concerned, the identity of the Participant in default and the amount of the sums due from the Participant to them under the terms and conditions set out in Chapter 5.

0.FT1.5.9. Remuneration of deposits in the case of the NEBCO Mechanism

The sums deposited by a debtor counterparty into the dedicated Collection and Payment Fund account are remunerated at the ESTER interest rate if they remain in that account for more than 4 Months.

0.FT1.5.10. Clearance of overpayments in the case of the NEBCO Mechanism

Every 12 Months, where necessary, RTE shall clear the dedicated account. The sums deposited, which do not belong to RTE, are paid to the Demand Response Aggregators, with a deduction made for the overpayments by the Demand Response Aggregators in proportion to the demand response volumes within their supply perimeter in the Actual Modulation Time Series for Profiled and Remotely-Read Demand Response Entities.

0.FT1.6. Specific provisions for Consumption Sites on the Contractual Payment Model

For Consumption Sites on the Contractual Payment Model, RTE shall Notify the Supplier concerned of the energy volumes assigned to the Consumption Sites on the Contractual Payment Model.

Consumption Modulations carried out by Consumption Sites on the Contractual Payment Model are remunerated at a price determined by the binding contract between the Participant and the Supplier of the Sites.

The financial flows between the Participant and the Supplier of the Site are subject to the terms of the contract and are therefore not described in these Rules. The consequences of the Participant's failure to pay the Electricity Supplier of the Sites concerned are not described in these Rules.

0.FT1.7. Specific provisions for Consumption sites on the Payment Model without consideration of the control energy (Frequency Ancillary Services only)

For Consumption Sites on the Payment Model without consideration of the control energy, there is no financial flow between the Participant and the Supplier of the Site.

0.FT1.8. Financial security for the Regulated Payment Model

The procedures relating to the financial security process apply separately to each mechanism of the Rules. No pooling is possible. The financial security process is based on a First demand guarantee that the Participant must provide to RTE, supplemented if necessary by a Cash Deposit.

The Participation Agreement shall be terminated under the conditions described in the Chapter applicable to the mechanism if the First demand guarantee of the BRP is no longer valid (to the extent that it no longer meets the criteria listed in Article 0.FT1.8.2) or where the Financial Guarantee has not been renewed or reassessed in accordance with Articles 0.FT1.8.1, after the notification served to the BRP of the need to provide a First demand guarantee, or as applicable a Financial Guarantee, has failed to produce effect on expiry of the period specified in the formal notification.

0.FT1.8.1. Details of the Financial Guarantee

The Financial Guarantee is mandatory for any Participant with Sites using the Regulated Payment Model within its scope. The minimum amount of the Financial Guarantee is calculated for each Participant subject to it and separately for each mechanism.

It is composed of a First demand guarantee, the amount of which complies with the minimum required as described in Article 0.FT1.8.2.2 and to which a Cash Deposit may be added by signing the model of the Cash Deposit contract constituting the transfer of a sum of money as a guarantee attached in the Annex 0.A10.

0.FT1.8.1.1. Amount of the Financial Guarantee

Under no circumstances may the amount of the Financial Guarantee be less than the floor value of €5,000.

The minimum amount is calculated based on the stakeholder's billing history over the last 12 rolling months. It corresponds to the maximum between the floor value and the maximum over a 12-month period of the sum of the amounts due under the supplier payment over a period equal to the number of months constituting a billing period + 2 months, i.e.:

$$FG_{min} = \max(\text{floor}; \max \text{ over 12 months } (\sum_{i=0}^{df+2} \text{Payout amount due for month } M_i))$$

Where:

- FG_{min} : the minimum amount of the Financial Guarantee (€)
- floor: floor value of the Financial Guarantee (€)
- df : the duration covered by a billing cycle (months), i.e. 3 months

This calculated amount is the minimum required. The Participant has the option to provide a Financial Guarantee of a higher amount.

In the case of an initialisation, that is to say if there is no history of amounts due under the supplier payment, the minimum amount corresponds to the floor value.

0.FT1.8.1.2. Revision of the amount of the Financial Guarantee

RTE calculates the minimum amount of the Financial Guarantee owed by the Participant in each billing period, i.e. a quarterly interval.

The amount of the Financial Guarantee may be revised downwards after a period of at least 3 months since the previous revision. The amount of the Financial Guarantee may be revised upwards immediately at any time after the previous revision.

The amount of the Financial Guarantee may be revised at the initiative of the Participant who may proceed:

- Either by revising the amount of its First demand guarantee under the conditions described in Article 0.FT1.8.2.5;
- Or by revising the amount of its Cash Deposit under the conditions described in Article 0.FT1.8.3.

0.FT1.8.1.3. Invocation of the Financial Guarantee

In the event of non-payment of all or part of an invoice or any sums due to RTE, it shall suspend the Participant's Participation Agreement for the mechanism concerned, under the conditions set out in the Chapters and rules applicable to the mechanism concerned.

RTE shall send the Participant formal notice by registered letter with recorded delivery, to make the payment of the outstanding sums within a deadline of 10 Business Days following the date of receipt.

If the Participant has not made the payments referred to in the formal notification by the time the aforementioned period expires, RTE may:

- call the Participant's First demand guarantee using the form provided in Annex 0.A6; and/or
- use the Cash Deposit as payment of the amounts due, in accordance with the procedures described in Appendix 0.A10.

No later than 10 Business Days after the First demand guarantee is called and/or after use of the Cash Deposit, the BRP shall notify RTE, by registered letter with recorded delivery, of a new First demand guarantee and/or place a Cash Deposit in accordance with Article 0.FT1.8.2.1.

If at the end of the 10-day period mentioned above, the Participant has neither placed the Cash Deposit nor provided a new First demand guarantee in response to the request, RTE may terminate the Participation Agreement under the conditions set out in the Chapter relating to the mechanism in question.

0.FT1.8.2. First demand guarantee

0.FT1.8.2.1. Details of the First demand guarantee

The First demand guarantee must be issued by a credit institution within the meaning of Articles L.511-1, L.511-5 and L.511-6 of the French Monetary and Financial Code, and must comply with the First demand guarantee template provided in the Annex.

The First demand guarantee must be issued by a credit institution known to be solvent, i.e.: respecting the rating criteria given below, domiciled either in a Member State of the European Union, in Switzerland or in Norway.

The credit institution must not be the Participant itself and must not control the latter or be controlled by it within the meaning of article L. 233-3 of the French Commercial Code.

The First demand guarantee must be issued by a credit institution whose long term credit rating obtained from an international ratings body is at least [BBB+] with a “stable outlook” (Standard & Poor's or Fitch ratings) or [Baa1] (Moody's rating). If a credit institution is rated by several rating agencies, all its ratings must be in accordance with the above criterion.

If, during the execution of the Participation Agreement, the long-term credit rating of the credit institution that issued the First demand guarantee falls below [BBB+] with a “stable outlook” (Standard & Poor's or Fitch ratings) or [Baa1] (Moody's rating), RTE may consider the First demand guarantee to be invalid 10 Business Days after RTE issues a Notification to the Participant.

The amount of the First demand guarantee corresponds to one of the amounts specified in the table in Article 0.FT1.8.2.2.

The First demand guarantee is issued for a period of validity equal to at least 1 year.

The amount and duration of the First demand guarantee may be modified by an Amendment to the First demand guarantee compliant with the template attached in Annex 0.A4.

0.FT1.8.2.2. Amount of the First demand guarantee

The amount of the First demand guarantee may be less than the floor value of the Financial Guarantee described in Article 0.FT1.8.1.1.

In the event that the Participant does not wish to supplement the First demand guarantee with a Cash Deposit, the amount of the First demand guarantee must be at least equal to the minimum amount of the Financial Guarantee calculated by RTE.

In the event that the Participant wishes to supplement the First demand guarantee by a Cash Deposit, the amount of the First demand guarantee may be less than the minimum amount of the Financial Guarantee calculated by RTE.

0.FT1.8.2.3. First demand guarantee process

First demand guarantees must comply with the characteristics set out in Article 0.FT1.8.2.1 and 0.FT1.8.2.2.

If the Participant does not have a First demand guarantee or if the Participant has an invalid First demand guarantee or the expiry deadline is less than 3 Months, then the Participant may, at any time, supply RTE with a new First demand guarantee or an Amendment to the First demand guarantee which extends its duration, the amount of which complies with one of those specified in Article 0.FT1.8.2.2. It must then Notify RTE by registered letter with recorded delivery. For Frequency Ancillary Services, RTE shall amend the Daily Limit Of Exchanges in accordance with Article 0.FT1.8.3. within a deadline of 10 Business Days following the receipt of the request.

If the Participant wishes to renew its First demand guarantee, this must be done no later than 3 Months prior to the expiry date of the guarantee. The renewal must be Notified to RTE by registered letter with recorded delivery or by email with return receipt. The date of entry into force of the new First demand guarantee must correspond to the date of expiry of the previous First demand guarantee. If RTE does not receive a new First demand guarantee within the deadline mentioned above, RTE will consider this amount to be nil for the calculation of the Daily Limit of Exchanges.

If the Reserve Provider wishes to amend the amount of a current First demand guarantee, it must Notify RTE. RTE shall take into account the new value of the First demand guarantee for the calculation of the Daily Limit of Exchanges, within a deadline of:

- 10 Business Days, if the amount of the First demand guarantee has increased;
- 3 Months, if the amount of the First demand guarantee has decreased.

0.FT1.8.2.4. Renewal of the First demand guarantee

No later than 4 Months before the First demand guarantee expiry date, RTE shall Notify this expiry date to the Counterparty.

No later than 3 Months before the First demand guarantee expiry date, the Participant may Notify RTE of a new First demand guarantee or an Amendment to the First demand guarantee that extends its term, the amount of which complies with one of those specified in Article 0.FT1.8.2.2.

The date of entry into force of the new First demand guarantee must correspond to the date of expiry of the previous First demand guarantee.

If RTE does not receive new First demand guarantee within the above deadline, the authorised outstanding debt for the Participant shall be zero from the date of expiry of the First demand guarantee.

0.FT1.8.2.5. Case of revision of the amount of the First demand guarantee on the Participant's initiative

If the First demand guarantee has not been revised at RTE's request within the 12 Months preceding Month M, the Participant may at any time take the initiative to revise the amount of the First demand guarantee. The Participant shall then Notify RTE, by registered post with recorded delivery, of a new First demand guarantee which will take effect 5 Business Days after receipt by RTE.

Otherwise, i.e. when the Participant's First demand guarantee is revised at RTE's request, the counterparty must wait for 12 Months after the effective date, before it can implement a reduction in the amount of its First demand guarantee with RTE.

0.FT1.8.2.6. Case of revision of the amount of the First demand guarantee on RTE's initiative

The amount of the First demand guarantee may be revised by RTE in the following cases:

- when the financial assessment prepared by RTE under Article 0.FT1.5.6.2 is higher than the amount of the First demand guarantee, RTE shall then issue the Participant with formal notice to make an advance payment to the Collection and Payment Fund for the relevant mechanism within a deadline of 5 Days and to re-evaluate its First demand guarantee within a deadline of 1 Month;
- if the First demand guarantee has been invoked by RTE or if RTE has recorded, over one Rolling Year, 2 Payment Incidents that have given rise to Notifications of payment demands by registered letter with recorded delivery. In this case, RTE may give the Participant formal notice to Notify RTE, within a period of 1 Month, of a new First demand guarantee for which the amount complies with the First demand guarantees defined in Article 0.FT1.8.2.2 and covering the maximum amount between the First demand guarantee invoked and the sum of the amounts due under the invoices issued by RTE for which a Payment Incident has been reported and not settled by the date of the formal notice referred to above;
- if, during the execution of the Participation Agreement, the long term financial rating of the credit institution which issued the First demand guarantee falls below [BBB+] (Standard & Poor's or Fitch ratings) or [Baa1] (Moody's rating), RTE may give the Participant formal notice to provide a new First demand guarantee in accordance with the criteria defined above within a deadline of 1 Month from receipt of the formal notice.

0.FT1.8.2.7. Return

In the event of termination of the Participation Agreement, RTE will return to the Participant the original copy of the First demand guarantee within 15 Business Days following payment of the balance of the sums due by the Participant, if the First demand guarantee has not been used.

0.FT1.8.3. Cash Deposit

In addition to the reference First demand guarantee required by RTE under Article 0.FT1.8.1, the Participant may place with RTE a Cash Deposit as collateral within the meaning of Articles 2374 et seq. of the French Civil Code.

The amount of the sums deposited must make it possible to provide RTE with a Financial Guarantee of an amount corresponding to the amount defined in Articles 0.FT1.8.1.1.

The Cash Deposit modifies the Participant's Financial Guarantee within 3 Business Days of the reception by RTE of the corresponding sums in the bank account provided for this purpose.

This Cash Deposit must be made using the form provided in Appendix 0.A10 and is valid for 1 year. The validity period of the Cash Deposit may be extended by signing an amendment to the contract for the placement of collateral, using the form provided in Appendix 0.A11, for a period of validity of 1 year from the signature of the amendment.

During the year of validity of the Cash Deposit, the Participant may revise the amount of its First Demand Guarantee in order to replace part of it with an additional Cash Deposit, provided that the amount of the new First Demand Guarantee is not less than the floor value and to sign an amendment in accordance with the model attached in the Annex 0.A11. In this case, the amount of the Financial Guarantee remains unchanged. This revision of the amount of the First demand guarantee is made by the Guarantor's signature of an Amendment to the First demand guarantee, using the form provided in Annex 0.A4.

During the period of validity of the Cash Deposit, the Participant may request the revision of the amount of its Financial Guarantee in accordance with the terms of Article 0.FT1.8.1.2.

The Cash Deposit is returned to the Participant under the conditions set out in Annex 0.A10.

No later than 60 Days before the expiry date of the contract for the placement of a cash deposit as collateral, RTE shall notify the Participant of:

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

If RTE does not receive the contract for the placement of a cash deposit as collateral:

- an Addendum to the contract for the placement of collateral using the form provided in Annex 0.A11, which allows the term of validity of the Cash Deposit to be renewed for one year; or
- a new Cash Deposit with the signature of a new contract for the placement of a cash deposit as collateral or an Amendment to the existing contract and which allows for the provision of a Financial Guarantee corresponding to one of the amounts defined in Article 0.FT1.8.1.1; or
- an Amendment to the First demand guarantee that replaces the existing Cash Deposit; or
- a request for revision of the amount of the Financial Guarantee in application of Article 0.FT1.8.1.2 as notified by the Participant;

RTE may give formal notice to the Participant by registered letter with recorded delivery, to provide a new Financial Guarantee before the expiry date of the contract for the placement of a cash deposit as collateral. In the absence of renewal of the Financial Guarantee at the end of the period by the Participant, respecting the terms described in the Chapter applicable to the mechanism concerned, RTE may terminate the Participation Agreement under the conditions provided for in the corresponding Chapter.

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

For each Cash Deposit held by RTE, bank charges are borne by the Participant using the Cash Deposit to constitute its Financial Guarantee over and above the minimum amount of the reference First demand guarantee required by RTE. Before the signature of each Cash Deposit contract equivalent to the placement of collateral, RTE shall inform the Participant of the applicable bank charges.

0.FT2. METHODS FOR ESTABLISHING THE REFERENCE CURVE

There are several methods of performance control to establish the Reference Curve for a Balancing Entity or Demand Response Entity. Some methods are specific to a mechanism and the methods identified for the Balancing Mechanism are applicable to BEs not forming part of an SE in accordance with Chapter 2. The following table summarises the methods that are available depending on the mechanism.

Method of establishing the Reference Curve	Balancing Mechanism	NEBCO
"Single rectangle" method	X	
"Corrected double reference rectangle" method		X
"Site-to-site algebraic rectangle" method		X
"Consumption forecast" method	X	X
"Consumption history" method	X	X
"Panels" method		X

For a given month, the same method of controlling the Achieved volume is applicable for Downward Consumption Modulations as for Upward Consumption Modulations.

0.FT2.1. "Single rectangle" method

0.FT2.1.1. Criteria for using the method

By default, the Reference Curve of a BE is established using the "single rectangle" method. This method is open to the following types of BEs:

- Distribution grid Injection BE until date MA₂,
- Remotely-read Consumption BE,
- Profiled Consumption BE.

0.FT2.1.2. Determination of the Reference Curve

Up to the date MA₂, the BE's Reference Curve is equal, over all the Control Intervals of the Control Period, to the average power P₁ observed over the Imbalance Settlement Period preceding the implementation period, regardless of the actual time of transmission of the Balancing Order by RTE.

As of the date MA₂, the BE's Reference Curve is equal, over all the Control Intervals of the Control Period, to the average power P₁ observed over the reference period. The reference period corresponds to all the Control Intervals making up a period equal to the difference between the Deactivation Time and the Activation Time preceding the implementation period, regardless of the actual time of transmission of the Balancing Order by RTE.

The implementation period is the period between the Activation Time less the Mobilisation Lead Time of the Bid and the Deactivation Time plus the Demobilisation Lead Time of the Bid.

0.FT2.1.3. Special cases**0.FT2.1.3.1. Successive activation of one or more Balancing Bids relating to the same BE**

Successive activations of one or more Balancing Bids relating to the same BE must be handled in a special way when the period between the Balancing End Time of the Balancing Bid previously Dispatched and the Activation Time less the Mobilisation Lead Time of the Balancing Bid currently Dispatched covers less than one Control Interval.

In this case, the power used to establish the Reference Curve for the Balancing Order concerned is equal to the average power P1 of the first Balancing Order.

0.FT2.1.3.2. At least one of the Sites making up the BE has an Interruptibility Contract.

If a Site has an Interruptibility Contract and is attached to a BE and, if the average power P1 is calculated over the Imbalance Settlement Period for which an interruption was carried out within the framework of the Site's Interruptibility Contract, then the BE's Reference Curve is equal, over all Control Intervals of the Control Period, to the average power observed over the Control Interval preceding the Site's interruption under the Interruptibility Contract.

0.FT2.1.3.3. At least one of the Sites making up the BE is also part of a DRE

According to Chapter 2 and Chapter 5, a Site may be attached to both a DRE and a BE.

If a Site is attached to a DRE and to a BE, and if the average power P1 is calculated over a Control Interval for which a Declared Modulation Schedule was Notified, then the BE's Reference Curve is equal, over all Control Intervals of the Control Period, to the average power observed over the Control Interval preceding the Load Reduction Start Time.

0.FT2.1.4. Case of activation of Local Flexibility prior to activation of a Balancing Bid on the same BE

In the case where the activation of a Balancing Bid follows the activation of a Local Flexibility, if a Local Flexibility is active over the Control Interval preceding the activation of a Balancing Bid, the Reference Curve of the BE is equal, over all the Control Intervals of the Control Period, to the average power P1 observed over the first Control Interval prior to the activation of Local Flexibility by a DSO, and for which no Local Flexibility has been activated by the DSO.

0.FT2.1.5. Special conditions related to the method

From the date MA₂, the following conditions apply:

- The Maximum Usage Period may not exceed a duration of 4 hours.
- The Mobilisation Period of the Bid may not exceed a duration of 2 Hours
- A duration without activation must be greater than or equal to the maximum of the Usage Periods.

0.FT2.2. “Corrected double reference rectangle” method

0.FT2.2.1. Criteria for using the method

The "corrected double reference rectangle" method enables the certification of Downward Consumption Modulations and the certification of Upward Consumption Modulations as of date NF₃₃.

0.FT2.2.2. Determination of the Reference Curve

For each Control Interval of the Modulation for which a Downward Consumption Modulation is selected, the value of the Reference Curve of the DRE is equal to the minimum value between the initial reference power and the final reference power.

For each Control Interval of the Modulation Period for which an Upward Consumption Modulation is selected, the value of the Reference Curve of the DRE 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 Control Interval of the DRE's Consumption Curve, calculated over a duration equal to the minimum between the duration of the Modulation Period considered and two Hours, and ending at the Modulation Start Time.

The final reference power is the average power per Control Interval of the DRE's Consumption Curve, calculated over a duration equal to the minimum between the duration of the Modulation Period considered and two Hours, and starting at the Modulation End Time.

Manipulating the reference curves in order to artificially modify the initial and final reference powers is strictly prohibited.

0.FT2.2.3. Special conditions related to the method

The Modulation Period may not exceed a duration of 2 Hours for Remotely-Read Demand Response Entities, and may not exceed a duration of 5 Hours for Profiled Demand Response Entities.

The period without Modulation between two Modulation Periods must be greater than or equal to the minimum of either the maximum of the durations of these two Modulation Periods or 2 Hours.

0.FT2.3. “Site-to-site algebraic rectangle” method

0.FT2.3.1. Criteria for using the method

The “site-to-site algebraic rectangle” method for establishing the Reference Curve is applicable to Profiled DREs containing more than 3,000 Profiled Consumption Sites as part of the certification of Consumption Modulation.

0.FT2.3.2. Determination of the Reference Curve

Over each 15-Minute Time Interval of the Modulation Period considered, the value of the Reference Curve of the Profiled DRE is equal to the sum of the unit Reference Curves of the Consumption Sites making up this entity.

0.FT2.3.2.1. Demand responses up to 1 Hour

For a Modulation of up to 1 Hour, the Reference Curve is constructed as follows:

- On each Consumption site and for each Time Interval of the Modulation Period, the value of the Unit Reference Curve is equal to the initial unit reference power.
- The initial unit reference power is the average power of the Consumption Curve for the Consumption Site over the two Time Intervals preceding the Load Reduction Start Time. The artificial modification of this value by manipulating the reference curve is strictly prohibited.

0.FT2.3.2.2. Load reductions of more than 1 Hour

On each Consumption Site, for each Time Interval of the Modulation Period considered and for each individual Load reduction carried out, the value of the Unit Reference Curve 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 2 Time Intervals following the individual Load reduction considered.

The initial unit reference power is the average power of the Consumption Curve for the Consumption site over the two Measuring Intervals preceding the start of the individual Load Reduction.

An individual Load Reduction for a duration of the Time Interval is deemed to have taken place during a Time Interval of the Demand Response Period considered if the power measured over that Measuring Interval is at least 20% less than or equal to the average power measured during the Measuring Interval $t-1$ and is at least 20% less than or equal to the average power measured during the Measuring Interval $t+1$, and if these are both strictly greater than 50 Watts. Otherwise, no individual Load Reduction is deemed to have taken place.

Two successive individual Load Reductions on the same Consumption Site must be separated by a minimum duration equivalent to 2 Time Intervals. Otherwise, only the first individual Load Reduction is counted.

If it complies with the conditions specified in the preceding paragraph, the individual Load Reduction is considered to have started at the start of Time Interval t .

0.FT2.3.3. Special conditions related to the method

The Modulation Period must not exceed a duration of 6 Hours. The duration without Load Reduction between two Modulation Periods must be greater than or equal to 1 Hour if the first of the two Modulation Periods is strictly less than 2 Hours, and otherwise greater than or equal to 2 Hours.

The individual Load Reductions considered may not last more than one Time Interval for a Profiled DRE load reduction of more than 1 Hour.

0.FT2.4. "Consumption forecast" method

0.FT2.4.1. Criteria for using the method

The "consumption forecast" method is applicable to remote reading DREs as part of the certification of Consumption Modulations pursuant to Chapter 5 and to Remotely-Read Consumption BEs as part of the certification of Consumption Load Reductions pursuant to Chapter 2. The Sites making up the DRE or BE must be individually certified.

Only Remotely-Read Consumption Sites that have certification for the “consumption forecast” method can be attached to a DRE or BE certified for this method. This certification is valid for the specific Consumption Site/Participant/Mechanism combination. It is not be assignable. In the case of a Consumption Site leaving the Demand Response Perimeter of the Demand Response Aggregator or the Balancing Perimeter of the Balancing Service Provider and in order to stop the monthly verification of the forecast quality, the Demand Response Aggregator or Balancing Service Provider may, if it so wishes, request to withdraw said Consumption Site from its register of Sites certified for the “consumption forecast” method. The Demand Response Aggregator or Balancing Service Provider will not be able to apply for certification of this Consumption Site for the “consumption forecast” method for 9 Months following this withdrawal request.

From the date MA₆, the “consumption forecast” method is applicable to Profiled Consumption BEs: in this case, the method applies at the BE level, which must be certified.

Only Profiled Consumption BEs that are certified for the “consumption forecast” method can be controlled using this method.

The “consumption forecast” method allows the certification of Downward Consumption Modulations for the NEBCO mechanism and for the Balancing Mechanism and as of date NF₃₂, the certification of Upward Consumption Modulations for the NEBCO mechanism.

0.FT2.4.2. Certification request for a Remotely-Read Consumption Site to use the “consumption forecast” method

A Remotely-Read Consumption Site or Profiled Consumption BE, through the Demand Response Aggregator or Balancing Service Provider with which it has contracted, shall Notify RTE of the certification request for the “consumption forecast” method. When Notifying RTE of the certification request, in accordance with the procedures defined in the IS Terms and Conditions, the Demand Response Aggregator or Balancing Service Provider shall provide the reference for the Remotely-Read Consumption Site or the name of the Profiled Consumption BE, as defined in Chapter 2 and in Chapter 5.

A certification request for the “consumption forecast” method for a given mechanism may not be issued either for a Remotely-Read Consumption Site or a Profiled Consumption BE already certified for this method and for this given mechanism with the Participant presenting the request, or for a Remotely-Read Consumption Site or a Profiled Consumption BE which has been subject to the withdrawal of certification for the “consumption forecast” method and for this given mechanism in the last 9 Months with the Participant presenting the request.

In the case where the Remotely-Read Consumption Site which is the subject of the certification request is not part of the Balancing Perimeter of the Balancing Service Provider at the time of the certification request, the Balancing Service Provider must ensure, before any certification request for the Remotely-Read Consumption Site, that it has obtained written approval, including by electronic means, from the User of the Site to make a certification request for the “consumption forecast” method.

For a given mechanism, if the Remotely-Read Consumption Site or Profiled Consumption BE issues a certification request for the “consumption forecast” method within 9 Months of a withdrawal of certification for the “consumption history” method, the Remotely-Read Consumption Site or Profiled Consumption BE must not have been subject to a withdrawal of certification for the “consumption forecast” method within the last 24 Months with the Participant making the request.

After verifying these elements, RTE Notifies the Participant of the certification of the Remotely-Read Consumption Site or Profiled Consumption BE no later than 2 Business Days after the request. The Demand Response Aggregator or the Balancing Service Provider undertakes to pass on this Notification to the certified Remotely-Read Consumption Site or to the Sites which make up the certified Profiled BE.

Only a certified Remotely-Read Consumption Site can be the subject of an attachment request to a DRE or BE certified for the “consumption forecast” method. This change of Perimeter takes effect on the next Perimeter change date according to the deadlines described in Chapter 2 and Chapter 5.

The certification confirms that the Remotely-Read Consumption Site or Profiled Consumption BE has the required characteristics to implement the “consumption forecast” method.

0.FT2.4.3. Transmission of consumption forecasts to RTE

For each Remotely-Read Consumption Site or Profiled Consumption BE certified for the “consumption forecast” method, the consumption forecast must be transmitted to RTE in Time Intervals by the Demand Response Aggregator or Balancing Service Provider. This transmission takes place in W-1, every Friday for the period W from Monday 00:00 to Sunday 23:59 for the NEBCO mechanism and on D-1 before 16:30 for the Balancing Mechanism, according to the procedures defined in the IS Terms and Conditions.

If the consumption forecast is not transmitted to RTE within the given deadline, it will be considered to be equal to the Load Curve achieved.

The Time Interval corresponds to the 15-Minute Time Interval for the NEBCO mechanism and for the Balancing Mechanism.

For the Qualified Consumption Sites for experimentation on sub-metering in progress on the NEBCO mechanism, the consumption forecast sent will be carried out at the sub-metering level and at the Site level.

The Demand Response Aggregator or Balancing Service Provider may send a new consumption forecast for each Remotely-Read Consumption Site or each Profiled Consumption BE having already transmitted a first forecast for the period concerned, on D-2 for the NEBCO mechanism or at each Gate with a one Hour Neutralisation Lead Time for the Balancing Mechanism. The forecast taken into account is the last forecast sent. On the Balancing Mechanism, it is the one preceding the Gate Closure or, in the case of Activation, the last forecast preceding the Implementation Deadline. On the NEBCO mechanism, this option is offered a maximum of 4 times per month for each Remotely-Read Consumption Site.

For Remotely-Read Consumption Sites connected to the Public Distribution Network controlled using the “consumption forecast” method for which a Retained Modulation Schedule or a Balancing Order for Day D has been Notified to the Demand Response Aggregator or Balancing Service Provider, RTE transmits to the Public Distribution System Operator to which the Remotely-Read Consumption Site is connected, no later than D+3, the applicable consumption forecast for Day D. For the Qualified Consumption Sites for experimentation on sub-metering in progress on the NEBCO mechanism, within the experimental framework, the consumption forecast transmitted by RTE to the Public Distribution System Operator to which the Consumption Site is connected will also be at the Site level.

0.FT2.4.4. Monthly verification of the quality of the forecasts

The monthly verification of the quality of the forecasts consists in verifying, for each Month M for which the Remotely-Read Consumption Site or Profiled Consumption BE is certified, that the quality indicators for the “consumption forecast” method meet the criteria defined in Article 0.FT2.4.5. For Remotely-Read Consumption Sites, the calculation of the indicators for month M is only carried out for certified Consumption Sites attached to a DRE or a BE using the “consumption forecast” method during 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 or Balancing Service Provider no later than 10 Business Days before the end of Month M+2.

If a criterion could not be calculated for at least 3 Months in the last 11 Rolling Months, or if at least one of the criteria was not met for 3 Months or more in the last 11 Rolling Months, RTE shall Notify the Demand Response Aggregator or Balancing Service Provider of the withdrawal of the certification for the Remotely-Read Consumption Site or Profiled Consumption BE.

In the case where a Load Curve is absent and a forecast is present on the same Control Interval, the error considered is zero on this Control Interval and this is correctly taken into account in the calculation of the criteria. On receipt of the Load curve, the forecast quality indicators are recalculated.

If the Balancing Service Provider withdraws and/or adds Profiled Consumption Sites from/to the certified Profiled Consumption BE representing a maximum Balancing Capacity greater than 10% of the maximum Balancing Capacity of the Profiled Consumption BE before this amendment, RTE shall Notify the Balancing Service Provider of the withdrawal of the certification for the Profiled Consumption BE.

The withdrawal of certification is effective upon receipt by the Demand Response Aggregator or the Balancing Service Provider of this Notification. In this case, the DRE or Remotely-Read BE to which the Remotely-Read Consumption Site is attached having been the subject of the withdrawal of certification or the Profiled Consumption BE having been the subject of the withdrawal of certification is updated at the next perimeter change date as described in Chapter 2 and Chapter 5.

RTE may decide to carry out audits to verify the consistency of the consumption forecasts sent. RTE may subcontract the execution these audits but shall retain responsibility for them. In the case of a proven shortcoming, withdrawal of certification from the Consumption Site concerned may be considered.

0.FT2.4.5. Forecast quality indicators for the “consumption forecast” method

The quality indicators for the “consumption forecast” method are calculated, for each Month M after 1st January 2023, at the level of a Remotely-Read Consumption Site or at the sub-metering level within the framework of the experimentation in progress on the NEBCO mechanism or of a Profiled Consumption BE and over a defined time period, as follows:

- the absolute error (ϵ):

$$\text{Absolute error } (\epsilon) = \frac{1}{N} \sum_{t=1}^N \frac{|\text{ConsForecast}(t) - \text{Cons}(t)|}{C_{Max}(\text{Site or BE}, t)}$$

- the centring error (ϵ'):

$$\text{Centring error } (\epsilon') = \frac{1}{N} \left| \sum_{t=1}^N \frac{\text{ConsForecast}(t) - \text{Cons}(t)}{C_{Max}(\text{Site or BE}, t)} \right|$$

Where:

- *ConsForecast(t)*: the value of the consumption forecast transmitted by the Demand Response Aggregator or Balancing Service Provider to RTE, in accordance with the provisions of Article 0.FT2.4.3, for the Time Interval t ; it should be noted that within the framework of the sub-metering experiment in progress on the NEBCO mechanism, it is the consumption forecast at the sub-metering level that is used (unit: kW);
- *Cons(t)*: the value of the Load Curve of the Remotely-Read Consumption Site or the Profiled Consumption BE for the Time Interval t . It should be noted that, within the framework of the sub-metering experiment in progress on the NEBCO mechanism, it is the Consumption Curve of the site at the sub-metering level that is used (unit: kW);
- N : the number of Time Intervals over the time period considered for the calculation of the indicator. The following are excluded from the calculation period of the indicator:
 - the Activation Periods of the BE to which the Remotely-Read Consumption Site is attached or of the Profiled BE;
 - the Modulation Periods of the DRE to which the Consumption Site is attached;
 - the Time Intervals for which no consumption forecast has been transmitted for the Remotely-Read Consumption Site or the Profiled Consumption BE in accordance with the conditions of Article 0.FT2.4.3;
 - For Time Intervals at which the value of the Consumption Curve for the Consumption Site is not known when calculating the indicator, the value of the Consumption Curve for the Time Intervals concerned is equal to the value of the Reference Curve for this same Time Interval; On receipt of the Consumption Curve for the Consumption Site, the forecast quality indicators are recalculated;
- $C_{Max}(\text{Site or BE}, t)$: Maximum upward Modulation or Balancing Capacity of the Remotely-Read Consumption Site or Profiled Consumption BE for the Time Interval t , determined in accordance with Chapter 2 and Chapter 5 (unit: kW).

The criteria to be met for the “consumption forecast” method quality indicator are posted on the RTE Website. Any amendments to the value of these criteria will be subject to a dialogue process with the Participants and subsequent approval by the CRE. A two-month notice period will be given.

0.FT2.4.6. Determination of the Reference Curve

On each Control Interval of the Control Period, the value of the Reference Curve of the DRE or Remotely-Read BE is equal to the sum of the Reference Curves of the Remotely-Read Consumption Sites making up this DRE or BE.

For each Remotely-Read Consumption Site, for each Control Interval of the Control Period, the value of the Reference Curve of a Remotely-Read Consumption Site is equal to the value of the consumption forecast for the Remotely-Read Consumption Site over this Control Interval, if a consumption forecast has been transmitted to RTE in accordance with the procedures provided for in Article 0.FT2.4.3. If no forecast is available, the value of the Reference Curve of the Remotely-Read Consumption Site is equal to the value of the Load Curve of the Remotely-Read Consumption Site over this Control Interval.

For each Profiled Consumption BE, for each Control Interval of the Control Period, the value of the Reference Curve of the Profiled Consumption BE is equal to the value of the consumption forecast for the Profiled Consumption BE over this Control Interval, if a consumption forecast has been transmitted to RTE in accordance with the procedures provided for in Article 0.FT2.4.3. If no forecast is available, the value of the Reference Curve of the Profiled Consumption BE is equal to the value of the Load Curve of the Profiled Consumption BE over this Control Interval.

0.FT2.4.7. Special conditions related to the method

On the NEBCO mechanism, the Modulation Period may not exceed a duration of 7 days. The duration between two Modulation Periods must be greater than or equal to 24 Hours for each Modulation lasting for more than 24 Hours.

0.FT2.5. "Consumption history" method

0.FT2.5.1. Criteria for using the method

The "consumption history" method is applicable to remote reading DREs as part of the certification of Consumption Modulations pursuant to Chapter 5 and to Remotely-Read Consumption BEs as part of the certification of Consumption Load Reductions pursuant to Chapter 2. The sites must be individually certified. The Sites making up the same entity may be certified for different variants.

Only Remotely-Read Consumption Sites that have certification for the “consumption history” method can be attached to a DRE or BE certified for this method. This certification is valid for the specific Consumption Site/Participant/Mechanism combination. It is not be assignable.

From the date MA₆, the “consumption history” method is applicable to Profiled Consumption BEs: in this case, the method applies at the BE level, which must be certified.

Only Profiled Consumption BEs that have certification for the “consumption history” method can be controlled using this method.

The "consumption history" method allows the certification of Downward Consumption Modulations for the NEBCO mechanism and for the Balancing Mechanism and from date NF₃₁ the certification of Upward Consumption Modulations for the NEBCO mechanism.

0.FT2.5.2. Application for certification

A Remotely-Read Consumption Site or Profiled Consumption BE, through the Demand Response Aggregator or Balancing Service Provider with which it has contracted, Notifies RTE of the certification request for the "consumption history" method. When Notifying RTE of the certification request, in accordance with the procedures defined in the IS Terms and Conditions, the Demand Response Aggregator or Balancing Service Provider provides the reference for the Remotely-Read Consumption Site or the name of the Profiled Consumption BE, as defined in Chapter 2 and in Chapter 5, and the Variant selected from those set out in Article 0.FT2.5.4.

No later than 10 Business Days after this request, the Balancing Service Provider transmits to RTE the Load Curves of the Sites belonging to the Profiled BE for which it is responsible for sending the Load Curves in accordance with Chapter 2, required to implement the method selected by the Site as soon as the certification takes effect.

A certification request for the "consumption history" method and for a given mechanism may not be issued either for a Remotely-Read Consumption Site or a Profiled Consumption BE already certified for this method for this given mechanism with the Participant presenting the request, or for a Remotely-Read Consumption Site or a Profiled Consumption BE which has been subject to the withdrawal of certification for the "consumption history" method for this given mechanism in the last 9 Months with the Participant presenting the request.

A variant change request may only be issued for a Remotely-Read Consumption Site or a Profiled Consumption BE with a valid "consumption history" method certification. This variant change does not reinitialise the monthly verification quality indicators of the historical data Reference Curve as defined in Article 0.FT2.5.5. The variant change does not allow the 9-month waiting period to be waived in case of loss of certification for the historical data method.

For a given mechanism, if the Remotely-Read Consumption Site or Profiled Consumption BE issues a certification request for the "consumption history" method within 9 Months of a withdrawal of certification for the "consumption forecast" method, the Remotely-Read Consumption Site or Profiled Consumption BE must not have been subject to a withdrawal of certification for the consumption history method within the last 24 Months with the Participant making the request.

After verifying these elements, RTE Notifies the Participant of the certification of the Remotely-Read Consumption Site or Profiled Consumption BE no later than 2 Business Days after the request. The Demand Response Aggregator or the Balancing Service Provider undertakes to pass on this Notification to the certified Remotely-Read Consumption Site or to the Sites which make up the certified Profiled BE.

The Distribution System Operator transmits to RTE the Consumption Curves of the Consumption Sites concerned, required for the implementation of the variant of the method selected by the Site(s) for the first month of attachment of the Consumption Site(s) to a DRE or BE certified for the consumption history method. This data must be sent on or after the first Day of the month M of attachment of the site to the DRE or BE and at the latest at 12:00 (noon) on the second Friday of month M.

Only a certified Remotely-Read Consumption Site can be the subject of an attachment request to a DRE or BE certified for the “consumption history” method. This change of Perimeter takes effect on the next Perimeter change date according to the deadlines described in Chapter 2 and Chapter 5.

The certification confirms that the Remotely-Read Consumption Site or Profiled Consumption BE has the required characteristics to implement the “consumption history” method.

0.FT2.5.3. Declaration to RTE of periods of unavailability

For each Remotely-Read Consumption Site and each Profiled Consumption BE certified for the “consumption history” method, unavailable periods are transmitted by the Demand Response Aggregator or Balancing Service Provider to RTE.

For Remotely-Read Consumption Sites connected to the Public Distribution System and attached to a certified DRE or BE using the “consumption history” method, RTE transmits to the Public Distribution System Operator to which the Remotely-Read Consumption Site is connected, no later than D+3, the unavailable periods declared by the Participant for Day D.

0.FT2.5.3.1. Declaration of recurring unavailable periods

For each Remotely-Read Consumption Site and each Profiled Consumption BE certified for the “consumption history” method, the Demand Response Aggregator or Balancing Service Provider may declare recurring unavailable periods. The Days on which recurring unavailable periods are declared are not taken into account in the calculation of the certification criteria, nor in the calculation of the Reference Curve, as described in Article 0.FT2.5.4.

The Demand Response Aggregator or Balancing Service Provider Notifies RTE of the recurring unavailable periods of a Remotely-Read Consumption Site or Profiled Consumption BE for a period of 12 Months corresponding to a Calendar Year. A recurring unavailability is only taken into account in the calculation of the Reference Curve if it is transmitted at least 2 Days before its date of occurrence.

The Demand Response Aggregator or Balancing Service Provider may redeclare to RTE the recurring unavailable periods of a Consumption Site for a Calendar Year only once. Beyond this limit, the recurring unavailable periods transmitted by the Demand Response Aggregator will not be taken into account. This Redeclaration must be submitted no later than D-2 for an unavailability on day D.

If no recurring unavailable periods are transmitted, the Remotely-Read Consumption Site or Profiled Consumption BE will be judged to be available in the Months for which no information was transmitted.

0.FT2.5.3.2. Declaration of exceptional unavailable periods

For each Remotely-Read Consumption Site or each Profiled Consumption BE certified for the “consumption history” method, the Demand Response Aggregator or the Balancing Service Provider may declare exceptional unavailable periods, consisting of periods of one or more consecutive Days.

The days on which exceptional unavailable periods occur are not taken into account in the calculation of the certification criteria, or in the calculation of the Reference Curve, as described in Article 0.FT2.5.4.

For a Remotely-Read Consumption Site or Profiled BE certified for 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 49 Days over a Calendar Year.

0.FT2.5.4. Calculation of the Reference Curve using the “consumption history” method

The Reference Curve is calculated for each Remotely-Read Consumption Site or for the Profiled Consumption BE.

For the Days on which the Remotely-Read Consumption Site or the Profiled Consumption BE is unavailable (recurrent or exceptional unavailability as declared in Article 0.FT2.5.3), the Reference Curve is equal to the Load Curve of the Remotely-Read Consumption Site or Profiled Consumption BE. Otherwise, the Reference Curve is calculated according to the procedures described in Articles 0.FT2.5.4.1, 0.FT2.5.4.2, 0.FT2.5.4.3 and 0.FT2.5.4.4, depending on the Variant selected within the framework of the Remotely-Read Consumption Site or Profiled Consumption BE certification. The variants are calculated on the 15-Minute Time Intervals for the NEBCO mechanism and for the Balancing Mechanism.

0.FT2.5.4.1. 10-Day mean variant

The Reference Curve of a Remotely-Read Consumption Site or Profiled Consumption BE over a Time Interval is the mean of the consumption over the same Time Interval over the previous 10 Days, excluding unavailability of the Remotely-Read Consumption Site or Profiled Consumption BE, Balancing Periods, Modulation Periods. In case of unavailability, Modulation Period or Balancing Period over one of these Time Intervals, the Time Interval of the previous Day is used. The search remains confined to the 90 previous Days. If a total of 10 Days cannot be established for the calculation, the Reference Curve is equal to the Load Curve of the Consumption Site(s). These 10 days are taken into account up to and including D-2.

During the 5 Days following a period of unavailability of 28 consecutive Days, the Reference Curve is equal to the Load Curve of the Consumption Site. This period of 5 Days makes up a reconstitution period.

0.FT2.5.4.2. 10-Day median variant

The Reference Curve of a Remotely-Read Consumption Site or Profiled Consumption BE over a Time Interval is the median of the consumption over the same Time Interval over the previous 10 Days, excluding unavailability of the Remotely-Read Consumption Site or Profiled Consumption BE, Balancing Periods, Modulation Periods. In case of unavailability, Modulation Period or Balancing Period over one of these Intervals, the Time Interval of the previous Day is used. The search remains confined to the 90 previous Days. If a total of 10 Days cannot be established for the calculation, the Reference Curve is equal to the Load Curve of the Consumption Site(s). These 10 days are taken into account up to and including D-2.

During the 5 Days following a period of unavailability of 28 consecutive Days, the Reference Curve is equal to the Consumption Curve of the Consumption Site. This period of 5 Days makes up a reconstitution period.

0.FT2.5.4.3. 4-Week mean variant

The Reference Curve of a Remotely-Read Consumption Site or Profiled Consumption BE over a Time Interval is the mean of the consumption over the same Time Interval of the same Day of the Week of the previous 4 Weeks, excluding unavailability of the Remotely-Read Consumption Site or Profiled Consumption BE, Balancing Periods and Modulation Periods. In case of unavailability, Modulation Period or Balancing Period over one of these Time Intervals, the Time Interval of the same Day of the previous Week is used. The search remains confined to the 90 previous Days. If a total of 4 Days cannot be established for the calculation, the Reference Curve is equal to the Load Curve of the Consumption Site(s).

During the 2 Weeks following a period of unavailability of 28 consecutive Days, the Reference Curve is equal to the Consumption Curve of the Consumption Site. This period of 2 Weeks makes up a reconstitution period.

0.FT2.5.4.4. 4-Week median variant

The Reference Curve of a Remotely-Read Consumption Site or Profiled Consumption BE over a Time Interval is the median of the consumption over the same Time Interval of the same Day of the Week of the previous 4 Weeks, excluding unavailability of the Remotely-Read Consumption Site or Profiled Consumption BE, Balancing Periods, Modulation Periods. In case of unavailability, Modulation Period or Balancing Period over one of these Time Intervals, the Time Interval of the same Day of the previous Week is used. The search remains confined to the 90 previous Days. If a total of 4 Days cannot be established for the calculation, the Reference Curve is equal to the Load Curve of the Consumption Site(s).

During the 2 Weeks following a period of unavailability of 28 consecutive Days, the Reference Curve is equal to the Consumption Curve of the Consumption Site. This period of 2 Weeks makes up a reconstitution period.

0.FT2.5.5. 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 Remotely-Read Consumption Site or Profiled Consumption BE is certified, that the quality indicator for the “consumption history” method meets the criteria defined in Article 0.FT2.5.6. For Remotely-Read Consumption Sites, the calculation of the indicators for month M is only carried out for certified Sites attached to a DRE or a BE using the “consumption history” method during 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 or Balancing Service Provider no later than 10 business days before the end of Month M+2.

If a criterion could not be calculated for at least 3 Months in the last 11 Rolling Months, or if at least one of the criteria was not met for 3 Months or more in the last 11 Rolling Months, RTE shall Notify the Demand Response Aggregator or Balancing Service Provider of the withdrawal of the certification for the Remotely-Read Consumption Site or Profiled Consumption BE.

If the Balancing Service Provider withdraws and/or adds Profiled Consumption Sites from/to the certified Profiled Consumption BE representing a maximum Balancing Capacity greater than 10% of the maximum Balancing Capacity of the Profiled Consumption BE before this amendment, RTE shall Notify the Balancing Service Provider of the withdrawal of the certification for the Profiled Consumption BE.

This withdrawal of certification is effective upon receipt by the Demand Response Aggregator or the Balancing Service Provider of this Notification. In this case, the DRE or Remotely-Read BE to which the Remotely-Read Consumption Site is attached having been the subject of the withdrawal of certification or the Profiled Consumption BE having been the subject of the withdrawal of certification is updated at the next perimeter change date as described in Chapter 2 and Chapter 5.

RTE may decide to carry out audits to verify the consistency of the calculated Reference Curves with the “consumption history” method. RTE may subcontract the execution these audits but shall retain responsibility for them. In the case of a proven shortcoming, withdrawal of certification from the Remotely-Read Consumption Site or Profiled Consumption BE concerned may be considered.

0.FT2.5.6. Quality indicator for the "consumption history" method

The quality indicator for the “consumption history” method is the absolute error (ϵ); for each Month M after 1st January 2023, it is calculated at the level of a Remotely-Read Consumption Site or at the sub-metering level within the framework of the current experimentation on the NEBCO mechanism or of a Profiled Consumption BE and over a defined time period, as follows:

$$Absolute\ error\ (\epsilon) = \frac{1}{N} \sum_{t=1}^N \frac{|ConsHistory(t) - Cons(t)|}{C_{Max}(Site\ or\ BE, t)}$$

Where:

- *ConsHistory(t)*: the value of the Reference Curve calculated with the “consumption history” method for the Time Interval t , calculated in accordance with the provisions of Article 0.FT2.5.4; it should be noted that within the framework of the sub-metering experimentation on the NEBCO mechanism, it is the consumption history Reference Curve at the sub-metering level that is used (unit: kW);
- *Cons(t)*: the value of the Load Curve of the Remotely-Read Consumption Site or the Profiled Consumption BE for the Time Interval t ; it should be noted that within the framework of the sub-metering experimentation, it is the Consumption Curve at the sub-metering level that is used (unit: kW);
- N : the number of Time Intervals over the time period considered for the calculation of the indicator. The following are excluded from the calculation period of the indicator:
 - o the Activation Periods of the BE to which the Remotely-Read Consumption Site is attached or of the Profiled BE;
 - o the Modulation Periods of the DRE to which the Consumption Site is attached;
 - o the recurring and exceptional periods of unavailability;
 - o the periods of reconstitution;

- For Time Intervals at which the value of the Consumption Curve for the Consumption Site is not known when calculating the indicator, the value of the Consumption Curve for the Time Intervals concerned is equal to the value of the Reference Curve for this same Time Interval; On receipt of the Consumption Curve for the Consumption Site, the forecast quality indicators are recalculated;
- $C_{Max}(Site\ or\ BE, t)$: maximum upward Modulation or Balancing Capacity of the Remotely-Read Consumption Site or Profiled Consumption BE for the Time Interval t , determined in accordance with Chapter 2 and Chapter 5 (unit: kW).

The criterion to be met for the “consumption history” method quality indicator is posted on the RTE Website. Any amendments to the value of this criterion will be subject to a dialogue process with the Participants and subsequent approval by the CRE. A two-month notice period will be given.

For the transition to an Imbalance Settlement Period of 15 Minutes, the new thresholds will be applied ex-post in favour of the Participant.

0.FT2.5.7. Determination of the Reference Curve

On each Control Interval of the Control Period, the value of the Reference Curve of the DRE or Remotely-Read BE is equal to the sum of the Reference Curves of the Remotely-Read Consumption Sites making up this DRE or BE.

For each Remotely-Read Consumption Site, for each Control Interval of the Control Period, the value of the Reference Curve of the Remotely-Read Consumption Site is equal to the Reference Curve calculated with the “consumption history” method for this Control Interval, calculated according to the procedures described in Article 0.FT2.5.4.

For each Profiled Consumption BE, for each Control Interval of the Control Period, the value of the Reference Curve of the Profiled Consumption BE is equal to the Reference Curve calculated with the “consumption history” method for this Control Interval, calculated according to the procedures described in Article 0.FT2.5.4.

0.FT2.5.8. Special conditions related to the method

On the NEBCO mechanism, the Modulation Period may not exceed a duration of 7 days. The duration between two Modulation Periods must be greater than or equal to 24 Hours for each Modulation lasting for more than 24 Hours.

0.FT2.6. "Panels" method

0.FT2.6.1. Criteria for using the method

The "panels" method is applicable to Profiled DREs containing at least 500 Sites. All the DRE Sites must be equipped with Linky smart meters open to all services, including the collection and publication of the Load Curve. The "panels" method is not open to sites participating in the NEBCO mechanism sub-metering experiment.

The "panels" method allows the certification of Downward Consumption Modulations and as of the date NF₃₄ the certification of Upward Consumption Modulations.

0.FT2.6.2. Determination of the Reference Curve

The reference curve is determined by Enedis using the following methods:

For sites attached to a Profiled Entity certified for the panel method, the activation of Consumption Modulations is controlled by the subtraction between:

- on the one hand, the "reference curve", corresponding to the weighted sum of individual load curves collected from a mirror panel of the population of sites attached to the Profiled Entity, that is to say a sample of sites representative of this population, but not belonging to it and not subject to Consumption Load Reduction, and this on the periods of each Retained Modulation Schedule;
- and on the other hand, the "Achieved curve", corresponding to the sum of the powers extracted by the population of the sites attached to the Profiled Entity, established from load curves collected from the sites of this Profiled Entity, and this on the periods of each Retained Modulation Schedule.

The weighting of the selected mirror clients is defined so as to minimize the difference between the reference curve obtained by weighting the individual curves of the mirror clients, and that achieved over a learning period excluding the periods of activation of the Consumption Modulations.

0.FT2.6.3. Case of Consumption Sites connected to Distribution Grids for which Enedis is not the DSO

Before the date NF₆, only the Consumption Sites connected to the Distribution Grids managed by Enedis can be attached to a Profiled DRE certified with the "panels" method. Each Network Operator verifies this criterion during the requests for attachment of the Sites sent to them by the Demand Response Aggregators and where applicable, removes the sites attached to the Profiled Entities certified using the "panels" method.

As of the date NF₆ or at the latest on 1st July 2026, all Consumption Sites may be attached to a Profiled DRE certified using the "panels" method as long as they comply with Article 0.FT2.6.1, regardless of the DSO or LDC to which they are attached.

As of the date NF₆, the DSO of a Site attached to a DRE certified by the "panels" method must transmit to Enedis the Load Curves at 15-Minute Intervals of the Sites attached to a DRE certified by the "panels" method.

0.FT2.6.4. Transmission of the Enedis Reference Curve to RTE and the Participant

For each Profiled DRE certified using the "panels" method, the Reference Curve aggregated at the DRE level for 15-Minute Intervals must be transmitted by Enedis to RTE and the Participant. This transmission is made no later than the 19th Calendar Day, each month M+1 for Modulations carried out in month M, according to the terms defined in the IS Terms and Conditions.

If the Reference Curve is not transmitted to RTE within the given deadline, it will be considered to be equal to the Load Curve achieved.

0.FT2.6.5. Special conditions related to the method

The duration without Downward Consumption Modulation must be greater than 96 hours per month considering the following criteria:

- 96 Hours of learning in total observed over the 30 Days preceding the Modulation day on Time Intervals that are not necessarily consecutive.
- Exclusion of Time Intervals for learning periods:
 - o 30 Minutes before the Downward Modulation;
 - o During or the Downward Modulation;
 - o A duration 2 times greater than the duration of the Downward Modulation within the limit of 2 hours after the Downward Modulation.

The special conditions related to the method in the case of Upward Modulations will be published on the RTE Website within 1 month before the date NF₃₄.

0.FT2.7. Establishing the Reference Curve in the case of Simultaneous Activations on the Balancing Mechanism and on the NEBCO mechanism

When the make up of the BE and DRE are strictly identical or when the intersection of the BE and DRE contains over 90% of the Sites of the BE and DRE, it is possible, on the same Control Interval to Activate simultaneously a Balancing Bid on the Balancing Mechanism and to Notify a Downward Consumption Modulation in a Declared Modulation Schedule.

0.FT2.7.1. The make up of the DRE and BE have at least 90% of Sites in common

0.FT2.7.1.1. Impact on the Balancing Mechanism

For the "single rectangle" method, if the Interval of the Load Reduction Start Time is strictly prior to the first Interval containing the Control Period of the Balancing Bid concerned and if the Interval of the Load Reduction End Time is after the Interval of the Balancing End Time, then the Reference Curve for the BE is established in accordance with Article 0.FT2.1.

For the "single rectangle" method, if the Interval of the Load Reduction Start Time is later than the first Interval of the Control Period of a Balancing Operation or if the Load Reduction End Time is strictly before the Interval of the Balancing End Time, then the Reference Curve for the BE is established in two steps:

- firstly, an uncorrected Reference Curve for the Retained Load Reduction Schedule is established, over all Control Intervals of the Control Period, in accordance with the method for determining the Reference Curve ;
- secondly, the Reference Curve of the BE is equal, over all Control Intervals of the Control Period, to the Reference Curve calculated in the previous step minus the Retained Load Reduction Schedule.

For the "consumption history" method, the BE's Reference Curve is established in two stages:

- firstly, an uncorrected Reference Curve for the Retained Load Reduction Schedule is established, over all Control Intervals of the Control Period, in accordance with the method for determining the Reference Curve ;
- secondly, the Reference Curve of the BE is equal, over all Control Intervals of the Control Period, to the Reference Curve calculated in the previous step minus the Retained Load Reduction Schedule.

For the “consumption forecast” method, the Reference Curve is established in accordance with the method for determining the Reference Curve described in Article 0.FT2.4. The consumption forecasts for the Remotely-Read Consumption Site or Profiled Consumption BE must incorporate the Retained Load Reduction Schedule.

0.FT2.7.1.2. Impact on the NEBCO mechanism

In cases where the make up of the BE and DRE are strictly identical or where the intersection of the BE and DRE contains over 90% of the Sites of the BE and DRE over the Control Period, then the Reference Curve takes into account the Volume Achieved Time Series of the BE according to the following procedures.

- For the “corrected double reference rectangle” method, over the Control Intervals over which the initial and final reference powers defined in Article 0.FT2.2 are calculated, the initial and final reference powers corrected for the Volumes Achieved for the balancing operation are calculated as an average power based on a Consumption Curve for the DRE corrected for the Volumes Achieved for the balancing operation as described in the following equation:

$$CdC_{Corr}(EDE_j, t) = CoC(EDE_j, t) + (Sign_{Dir_k} \times VR(EDA_i, t))$$

Where:

- $CdC_{Corr}(EDE_j, t)$: the power value of the Load Curve of the EDE_j over Control Interval t , corrected for the Volume Achieved by the EDA_i for the balancing operation considered ($VR(EDA_i, t)$) (unit: MW);
- $CoC(EDE_j, t)$: the power value of the Load Curve of the EDE_j over Control Interval t (unit: MW);
- $Sign_{Dir_k}$: variable that assigns the arithmetic sign corresponding to the Dir_k of the balancing operation, and which can take one of the following two values:
 - 1 if the balancing operation is upward (case where $k = U$ upward);
 - -1 if the balancing operation is downward (case where $k = D$ downward);
- $VR(EDA_i, t)$: the Volume Achieved by the EDA_i for the balancing operation considered over the Control Interval t (unit: MW).

The Reference Curve before taking into account the balancing operations over the Demand Response Period is established as equal to the minimum value between the initial reference power corrected for Volumes Achieved for the balancing operation and the final reference power corrected for Volumes Achieved for the balancing operation.

- For the “site-to-site algebraic rectangle” method, when establishing the initial unit power, if one of the two Time Intervals preceding the start of the individual Load Reduction, $t-1$ or $t-2$, is part of an Activation Period of a Balancing Bid, then the calculation of the initial unit power is based on the two Time Intervals strictly prior to the Time Interval of the Load Reduction Start Time which are closest to this Time Interval and which are outside the Activation Period of a Balancing Bid and which do not correspond to an individual Load Reduction.
- For all the methods of establishing the Reference Curve, including by “consumption forecast” and by “consumption history”, over the Control Intervals of the Modulation Period considered, the Reference Curve of the DRE is calculated from the Reference Curve before taking into account the balancing operations, by taking into account the Volumes Achieved for the balancing operation over the Modulation Period considered, as described in the following equation:

$$CDRef_{corr}(EDE_j, t) = \sum_S \left(CdRef(Site_s \in EDE_j, t) \right) - \left(Sign_{Dir_k} \times VR(EDA_i, t) \right)$$

Where:

- $CDRef_{corr}(EDE_j, t)$: the power value of the Reference Curve of the EDE_j over Control Interval t , corrected for the Volume Achieved by the EDA_i for the balancing operation considered ($VR(EDA_i, t)$) (unit: MW);
- $\sum_S (CdRef(Site_s \in EDE_j, t))$: the total power value of the Reference Curves of the Consumption Sites S belonging to the EDE_j over the Control Interval t (unit: MW);
- $Sign_{Dir_k}$: variable that assigns the arithmetic sign corresponding to the Dir_k of the balancing operation, and which can take one of the following two values:
 - 1 if the balancing operation is upward (case where $k = U$ upward);
 - -1 if the balancing operation is downward (case where $k = D$ downward);
- $VR(EDA_i, t)$: the Volume Achieved by the EDA_i for the balancing operation considered over the Control Interval t (unit: MW).

0.FT2.7.2. The make up of the DRE and BE have less than 10% of Sites in common

When less than 10% of the BE's Sites also belong to a DRE, it will be possible, from a date MA_1 on the Balancing Mechanism, and from a “date NF_1 ” on the NEBCO mechanism, Notified by RTE to the Balancing Service Providers one (1) Month in advance, over the same Control Interval, to simultaneously Activate a Balancing Bid on the Balancing Mechanism and to Notify a Downward Consumption Modulation in a Declared Modulation Schedule.

0.FT2.7.2.1. Impact on the Balancing Mechanism

The Reference Curve of the BE is then established, over all the Control Intervals that have been the subject of a Balancing Order:

- in accordance with Article 0.FT2.1 for the “single rectangle” method;
- in accordance with Article 0.FT2.4 for the “consumption forecast” method;
- in accordance with Article 0.FT2.5 for the “consumption history” method;

with, for each of the three cases above, only the BE's Sites that do not also belong to a Demand Response Entity.

0.FT2.7.2.2. Impact on the NEBCO mechanism

In cases where all of the Consumption Sites making up the DRE that also part of a BE represent less than 10% of the number of Consumption Sites of the DRE over the Control Period, and where the Volume Achieved time series of a BE is non-zero over the Control Period, then the Reference Curve is calculated according to the following procedures.

- For the “corrected double reference rectangle” method, over the Control Intervals over which the initial and final reference powers defined in Article 0.FT2.2 are calculated, the initial reference power of the Consumption Sites that are part of the DRE and which are not part of a simultaneously activated BE and the final reference power of the Consumption Sites that are part of the DRE and which are not part of a simultaneously activated BE are calculated as an average power from a Consumption Curve of the DRE taking into account exclusively the Consumption sites that are part of the DRE which are not part of a simultaneously activated BE.
- For the “site-to-site algebraic rectangle” method, when establishing the initial unit power, if one of the two Time Intervals preceding the start of the individual Load Reduction, t-1 or t-2, is part of an Activation Period of a Balancing Bid, then the calculation of the initial unit power is based on the two Time Intervals strictly prior to the Time Interval of the Load Reduction Start Time which are closest to this Time Interval and which are outside the Activation Period of a Balancing Bid and which do not correspond to an individual Load Reduction.

For all the methods of establishing the Reference Curve, including by “consumption forecast” and by “consumption history”, over the Control Intervals of the Modulation Period considered, the Reference Curve of the DRE is established as equal to the minimum value between the initial reference power of the Consumption sites which are part of the DRE and which do not constitute a simultaneously activated BE, and the final reference power of the Consumption Sites which are part of the DRE and which are not part of a simultaneously activated BE.

$$CDRef_{Corr}(EDE_j, t) = \sum_s \left(CdRef(Site_s \in EDE_j \setminus Site_s \in EDE_j \cap EDA_i, t) \right)$$

Where:

- $CDRef_{corr}(EDE_j, t)$: the power value of the Reference Curve of the EDE_j over Control Interval t , corrected by the Volume Achieved by the EDA_i for the balancing operation considered (unit: MW);
- $\sum_S (CdRef(Site_s \in EDE_j \setminus Site_s \in EDE_j \cap EDA_i, t))$: the total power value of the Reference Curves of the Consumption Sites S belonging only to the EDE_j and not to the EDA_i over the Control Interval t (unit: MW).

0.A Annexes

0.A1. DECLARATION OF MANDATE BETWEEN A DSO AND A THIRD PARTY

BY AND BETWEEN

[full name], company **[legal form]**, with share capital of **[amount of share capital]** Euros, with its head office located at **[full address]**, registered on the Register of Commerce and Companies of **[town]** under number **[SIRET No.]**, with EIC code **[EIC No.]** and with Intra-community VAT ID number **[Intra-community VAT ID No.]**, represented by **[Ms/Mr.] [name and position of the signatory]**, duly authorised for this purpose,

hereinafter referred to as the "**DSO**"

OF THE FIRST PART,

AND

[full name], company **[legal form]**, with share capital of **[amount of share capital]** Euros, with its head office located at **[full address]**, registered on the Register of Commerce and Companies of **[town]** under number **[SIRET No.]**, with EIC code **[EIC No.]** and with Intra-community VAT ID number **[Intra-community VAT ID No.]**, represented by **[Ms/Mr.] [name and position of the signatory]**, duly authorised for this purpose,

hereinafter 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 Rules, 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 for the review of data, concerns:

- ☐ transmission of perimeter data to RTE as provided for in Chapter 1 of the Rules;
- ☐ transmission of perimeter data to RTE as provided for in Chapter 2 of the Rules;
- ☐ transmission of perimeter data to RTE as provided for in Chapter 3 of the Rules;
- ☐ transmission of perimeter data to RTE as provided for in Chapter 4 of the Rules;

[tick the appropriate box(es)]

The DSO authorises the Agent to consult the DSOs' data via the private area on the RTE web portal.

The Agent designates the following contact person for the data exchanges:

Correspondent	
Address	
Telephone	
E-mail	

Note: the contact person designated above is also the recipient of any alert and reminder 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 terminated, the DSO undertakes to inform RTE by Notification and to forward the details of the new contact persons for the data exchanges

Signed in 2 original copies, in, on .../.../20....

For **XXXXX**:

Name and position of representative:

Signature:

For **YYYYY**:

Name and position of representative:

Signature:

0.A2. JOINT DECLARATION OF THE PARTICIPANT AND THE ELECTRICITY SUPPLIER FOR CONSUMPTION SITES USING THE CONTRACTUAL PAYMENT MODEL

BY AND BETWEEN

XXXXX [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 Register of Commerce and Companies of **[town]** under number **[SIRET No.]**, with EIC code **[EIC No.]** and with Intra-community VAT ID number **[Intra-community VAT ID No.]**,

in its capacity as Electricity Supplier authorised to purchase electricity for resale according to the meaning of Articles R.333-1 et seq. 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

YYYYY [full name], company **[legal form]**, with capital of **[amount of share capital]** euros, with its head office located at **[full address]**, registered on the Register of Commerce and Companies of **[town]** under number **[SIRET No.]**, with EIC code **[EIC code]**

in its capacity as **[Balancing Service Provider/Reserve Provider/Demand Response Aggregator]**, holder of a Participation Agreement No. **[number]** signed with RTE on **[date]**,

represented by **[Ms/Mr.] [name and position of the signatory]**, duly authorised for this purpose,

OF THE SECOND PART

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

the following has been decided and agreed upon:

0.A2.1. Definitions

All words or phrases used in this declaration which begin with upper case letters are defined in the General Provisions of the Rules.

0.A2.2. Purpose

XXXXX and **YYYYY** have agreed to apply the Contractual Payment Model for the Consumption Sites attached to a Remotely-Read Consumption entity and listed below:

- [fill in]
- [fill in]

For Remotely-Read Consumption Sites connected to the PDS belonging to a Remotely-Read Consumption entity, the reference used above is:

- the Delivery Point (PDL) number for Consumption Sites in the field of Low Voltage up to and including 36 kVA; or
- the Reference Measurement Point (PRM) or Delivery Point (PDL) number for Consumption Sites above 36 kVA; or

- the number of the CARD contract for Consumption when the Consumption Site has entered into a contract directly with the Distribution System Operator;

XXXXX and YYYYY have agreed to apply the Contractual Payment Model for all Consumption Sites with an electricity supply contract with XXXXX and attached to a Profiled Consumption entity listed below:

- [fill in]
- [fill in]

0.A2.3. Validity period

This declaration is signed for an indefinite period.

Subject to a 2-Month notice, either Party or the Parties jointly shall Notify RTE of:

- any amendment to the terms of this declaration. The update will be taken into account on the first Day of Month M+3 if a new signed declaration is transmitted before the end of Month M.
- the expiry or termination, for any reason whatsoever, of the agreement binding them for the application of the contractual model subject to this declaration.

In the case where the Notification is sent by one Party, it is sent to the other Party.

In any case, the Notification is sent to the System Operators to which the Consumption Sites are connected.

Signed in 2 original copies,

in [place], on [date]

For XXXXX:

Name and position of representative:

Signature:

For YYYYY:

Name and position of representative:

Signature:

0.A3. AUTOMATIC INVOICING MANDATE FROM THE ELECTRICITY SUPPLIER TO RTE

BY AND BETWEEN

[full name], company**[legal form]**, with share capital of **[amount of share capital]** euros, with its head office located at **[full address]**, registered on the Register of Commerce and Companies of **[town]** under number **[SIRET No.]**, whose Intra-Community VAT number is **[intra-Community VAT No.]**, and whose EIC code is **[EIC No.]**, 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 Réseau de Transport de l'Electricité, 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 [...], as [...], duly authorised for this purpose, with a service address at [...],

hereinafter referred to as "RTE"

OF THE SECOND PART,

The following has been decided and agreed upon:

0.A3.1. Definitions

All words or phrases used in this declaration which begin with upper case letters are defined in the General Provisions of the Rules.

0.A3.2. Purpose

Pursuant to Articles L.271-3 and R.271-8 of the French Energy Code, the valuation of electricity Demand Response on:

- the energy markets shall give rise to a payment from the Demand Response Aggregator to the Electricity Suppliers of the 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 shall give rise to a payment from the Balancing Service Provider to the Electricity Suppliers of the load reduced Consumption Sites. This payment is collected by RTE from the Balancing Service Providers and then paid to the Electricity Suppliers.
- the Frequency Ancillary Services shall give rise to a payment from the Reserve Provider to the Electricity Suppliers of the load reduced Consumption Sites. This payment is collected by RTE from the Reserve Providers and then paid to the Electricity Suppliers.

By signing this document, the Electricity Supplier:

- permits the transmission of the data necessary for RTE to make the payment received from the Demand Response Aggregators and/or Balancing Service Providers and/or Reserve Providers to the Electricity Suppliers.
- gives RTE, who accepts, the express mandate, free of charge, to issue and manage, in the name of and on behalf of the Electricity Supplier, any payment generating invoices provided for by technical leaflet 0.FT1.

0.A3.3. RTE's commitment

RTE makes a commitment to the Electricity Suppliers that it will invoice the financial flows associated with the load reduced Consumption Sites.

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 amendments or adaptations required as a result of changes to these standards.

Lastly, RTE will send the Electricity Suppliers a status report summarising the amounts invoiced.

0.A3.4. Invoicing conditions

Invoicing will be carried out by RTE in accordance with technical leaflet 0.FT1.

0.A3.5. 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 amendments to this information by way of an update to this mandate.

0.A3.6. Payment conditions

The Electricity Supplier shall be paid by bank transfer to the bank account specified below:

0.A3.6.1. Bank details of the Electricity Supplier

1. Account for receiving payments:	
IBAN	

A banking document showing your bank details (e.g. RIB) must be provided.

0.A3.6.2. Communication

Any Notifications from RTE to the Electricity Supplier regarding the payment referred to in Article 14 of Law No. 2013-312 of 15 April 2013 should be sent to the contacts designated below:

For the Electricity Supplier

For the attention of: **[name and position of correspondent]**

Address: **[full address]**

Telephone: **[phone number]**

E-mail: **[e-mail address]**

For RTE

For the attention of: **[name and position of correspondent]**

Address: **[full address]**

Telephone: **[phone number]**

E-mail: **[e-mail address]**

0.A3.7. Validity period

This agreement is signed and valid for an indefinite period of time.

For the Electricity Supplier:

In.....,

On ____/____/____

Name and position of representative:

For RTE:

In.....,

On ____/____/____

Name and position of representative:

0.A4. TEMPLATE - FIRST DEMAND GUARANTEE

[_____]¹ a company incorporated under [_____]² law (registration number [_____]³), with its registered offices at [_____]⁴, represented by [_____]⁵ (the "Guarantor") undertakes through this First demand guarantee (the "Guarantee"), irrevocably and unconditionally, on behalf of [_____]⁶, a company incorporated under [_____]⁷ law (registration number [_____]⁸) (the "Originator"), to pay to RTE Réseau de Transport d'Electricité, limited company governed by supervisory board and executive board, with capital of 2,132,285,690 Euros, registered with the Register of Commerce and Companies of Nanterre under number 444 619 258, its registered offices being located at Immeuble WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex, (the "Beneficiary"), independently of the validity and legal effects of the contract or Participation Agreement in its capacity as [_____]⁹ No. [_____]¹⁰ signed by the Originator (the "Agreement"), in accordance with the conditions below and without asserting any exception or objection, resulting from the Agreement, any amount up to a maximum sum of: [_____]¹¹, including interest, expenses and ancillary charges, (the "Guaranteed Amount").

Any amount invoked by the Beneficiary under the First demand guarantee will reduce the Guaranteed Amount accordingly.

This First demand guarantee falls within the framework of Article 2321 of the French Civil Code.

The amendment or disappearance of factual or legal relations or links that may currently exist between the Guarantor and the Originator, shall not discharge us from the Guarantee.

All the provisions of this undertaking shall retain their full effect irrespective of changes to the financial and legal situation of the Originator.

This Guarantee may be called from **[date] (the "Effective Date")** to **[date]** up to and including **[date]** (the "Expiry Date").

☐ No option for tacit renewal of the Guarantee

☐ Option for tacit renewal of the Guarantee

In the event of an option for a tacit renewal of this Guarantee, the Expiry Date will be tacitly extended by periods of one year (the "Renewed Expiry Date"), within a maximum limit of 5 years from its Effective Date (the "Final Expiry Date").

¹ Corporate name of the banking institution or insurance company issuing the First demand guarantee

² Applicable law in the country in which the Guarantor's registered head office is located.

³ Name of the authorised representative of the Guarantor and their position.

⁴ Company name of the Originator.

⁵ Applicable law in the country in which the Originator's registered head office is located.

⁶ Capacity of the Participant.

⁷ Number and effective date of the Agreement.

⁸ Amount of the First demand guarantee in words and numbers.

The Guarantee shall be renewed automatically, unless terminated by the Guarantor, by giving notice to the Beneficiary by registered letter with recorded delivery, received no later than 90 days before the Renewed Expiry Date.

Where applicable, this Guarantee may be called until its Renewed Expiry Date, or at the latest, until the Final Expiry Date.

The payment request must be sent to us by registered letter with recorded delivery request (the "Letter of Invocation of First demand guarantee") no later than the Final Expiry Date. Any First demand guarantee called before the Expiry Date, or as applicable the Renewed Expiry Date, must be paid by the Guarantor in accordance with the provisions of the "Letter of Invocation of First demand guarantee".

If not invoked before the Expiry Date, this First demand guarantee shall expire on the Expiry Date or the Renewed Expiry Date.

The Guarantor hereby undertakes to make the payment of the Guarantee Amount within 10 Business Days following receipt of the "Letter of Invocation of First demand guarantee". The Guarantor shall make this payment in accordance with the instructions contained in the "Letter of Invocation of First demand guarantee".

The reasonable and duly justified costs relating to this Guarantee, including any fees, interest, taxes and expenses of any nature incurred from the implementation of the Guarantee will be borne by the **[Originator/Guarantor - delete as appropriate]**, in accordance with the procedures defined between the Originator and the Guarantor.

This Guarantee is governed by French law. The Tribunal de Commerce de Paris (Commercial Court of Paris) has jurisdiction for the interpretation and execution of the Guarantee.

Signed in **[place]**, on **[date]**

Signature of Guarantor,

[give corporate name of the company, represented by (name, position and department)]

To be returned to the following address: RTE - Direction Marchés - Pôle Accès Marchés, Bâtiment La Rotonde, 22 boulevard Finot, CS 50023, 93285 SAINT-DENIS, France

0.A5. TEMPLATE - AMENDMENT TO THE FIRST DEMAND GUARANTEE

On date [_____] , [_____] ⁹ a company incorporated under [_____] ¹⁰ law (registration number [_____]), with its registered offices at [_____] , represented by [_____] ¹¹ (the “Guarantor”) undertakes, irrevocably and unconditionally, by signing the First demand guarantee (the “Guarantee”) No. [_____] , on behalf of [_____] ¹² , a company incorporated under [_____] ¹³ law (registration number [_____]) (the “Originator”), to pay to RTE Réseau de Transport d’Electricité, limited company governed by supervisory board and executive board, with capital of 2,132,285,690 Euros, registered with the Register of Commerce and Companies of Nanterre under number 444 619 258, its registered offices being located at Immeuble WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex, (the “Beneficiary”), independently of the validity and legal effects of the contract or Participation Agreement in its capacity as [_____] ¹⁴ No. [_____] ¹⁵ signed by the Originator (the “Agreement”), in accordance with the conditions below and without asserting any exception or objection, resulting from the Agreement, any amount up to a maximum sum of: [_____] ¹⁶ , including interest, expenses and ancillary charges, (the “Guaranteed Amount”).

[List any other amendments signed by the “Guarantor”]

By signing this amendment no. [_____] ¹⁷ to the First demand guarantee no. [_____] ¹⁸ mentioned above, the Guarantor consents to amending the First demand guarantee as follows:

- The validity of the First demand guarantee is extended from *[date]* to *[date]*
- The Guaranteed Amount is [_____] ¹⁹
- Other

All other terms and conditions of the Guarantee remain unchanged.

⁹ Corporate name of the banking institution or insurance company issuing the First demand guarantee

¹⁰ Applicable law in the country in which the Guarantor's registered head office is located.

¹¹ Name of the authorised representative of the Guarantor and their position.

¹² Company name of the Originator.

¹³ Applicable law in the country in which the Originator's registered head office is located.

¹⁴ Capacity of the Participant.

¹⁵ Number and effective date of the Agreement.

¹⁶ Amount of the First demand guarantee in words and numbers.

¹⁷ Amendment number

¹⁸ First demand guarantee number.

¹⁹ Amount of the First demand guarantee as modified by the amendment in words and numbers.

Signed in **[place]**, on **[date]**

Signature of Guarantor,

[give corporate name of the company, represented by (name, position and department)]

To be returned to the following address: RTE - Direction Marchés - Pôle Accès Marchés, Bâtiment La Rotonde, 22 boulevard Finot, CS 50023, 93285 SAINT-DENIS, France

0.A6. TEMPLATE - LETTER OF INVOCATION OF FIRST DEMAND GUARANTEE

REGISTERED LETTER WITH RECORDED DELIVERY

[]²⁰

[]²¹

On []²²

Purpose: Your First Demand Guarantee

Dear Sirs,

We write with reference to the First demand guarantee that your banking establishment issued in our favour on []²³ (the "Guarantee").

Terms beginning with a capital letter and not defined in this letter have the meanings attributed to them in the terms of the Guarantee.

We hereby request that you honour your undertaking as Guarantor and pay to us, by crediting our account No.[]²⁴ held with []²⁵, the sum of []²⁶ Euros.

We remind you that under the terms of the First demand guarantee issued on **[date]**, we must receive this payment within 10 Business Days following receipt of this Letter of Invocation of Guarantee.

Furthermore, for your full information, we would like to inform you that as of this Day, the Originator []²⁷ has breached the terms of its Participation Agreement No. []²⁸ in its capacity as []²⁹.

[]³⁰

[]³¹

²⁰ Corporate name, first and last name, position and department of the authorised representative of the banking institution or insurance company that issued the First demand guarantee.

²¹ Address of the banking institution that issued the First demand guarantee.

²² Date of sending of Letter of Invocation of First demand guarantee.

²³ Date of issue of the First demand guarantee

²⁴ Indicate the bank account number of RTE.

²⁵ Indicate the name and address of the bank or insurance company with which the above account is held.

²⁶ Amount invoked in letters and numbers.

²⁷ Corporate name.

²⁸ Capacity of the Participant.

²⁹ PL reference

³⁰ Surname, First name and position of signatory.

³¹ Signature.

0.A7. SEPA DIRECT DEBIT MANDATE

The "SEPA direct debit mandate" is the official document that replaces the direct debit authorisation in Europe. Please complete, date and sign this mandate and attach the bank account details. Direct debits from savings accounts are not accepted.

By signing this mandate, you authorise (i) RTE to send instructions to your bank to debit your account, and (ii) your bank to debit your account according to RTE's instructions.

Contract No.: [Indicate only one contract number]

<i>ICS (SEPA creditor identifier)</i> FR33ZZZ503913	<i>NAME and ADDRESS OF CREDITOR</i> RTE Réseau de Transport d'Electricité Immeuble WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex
---	--

NAME and ADDRESS OF PAYER

Corporate Name:

Address: Postcode:

..... Town/City: Country:

Details of the account to be debited:

IBAN (International Bank Account Number):

BIC (Bank Identifier Code):

Invoicing NAME and ADDRESS (if different from above)

Corporate Name:

Address: Postcode:

..... Town/City: Country:

<i>Unique mandate reference (reserved for RTE departments):</i>	<i>Type of Payment</i> Recurring
--	--



We remind you that you have the right to be reimbursed by your bank in accordance with the conditions described in the agreement you signed with it. The reimbursement request must be presented within 8 weeks following the date of debit on your account for an authorised direct debit.

Your rights regarding this SEPA Direct Debit Mandate are explained in a document that you can obtain from your bank. For further information, go to www.rte-france.com.

Your Unique Mandate Reference (RUM) will be sent to you by post before the first direct debit is taken.

Signed in **[location]**, on **[date]**

Signature:

To be returned completed and signed to the address below:

[RTE Region XXX]

[Full address]

0.A8. AGREEMENT BETWEEN THE PARTICIPANT AND THE CONSUMPTION SITE FOR PARTICIPATION IN RTE'S MARKET MECHANISMS

0.A8.1. Agreement between the Participant and the Consumption Site(s) HOLDING a SINGLE CONTRACT for participation in RTE's market mechanisms

The CONSUMER

[surname; first name], residing at [address; postal code; town/city], whose contact details are [telephone number; email]

☐ **holder of an electricity supply contract** (single contract) for the Consumption Site(s) associated with delivery point(s) (PDL) No. [PDL number]

OR

[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 Register of Commerce and Companies of [town] under number [SIRET No.], with EIC code [EIC No.] and with Intra-community VAT ID number [Intra-community VAT ID No.], represented by [Ms/Mr.] [name and position of the signatory], duly authorised for this purpose,

☐ **holder of an electricity supply contract** (single contract) for Consumption Sites associated with delivery points (PDL) No. [PDL number; etc.]

AUTHORISES, [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 Register of Commerce and Companies of [town] under number [SIRET No.], with EIC code [EIC No.] and with Intra-community VAT ID number [Intra-community VAT ID No.], represented by [Ms/Mr.] [name and position of the signatory], duly authorised for this purpose,

holder of the Participation Agreement No. [Participation Agreement Number] signed with RTE and dated [Date of signature of the Participation Agreement]

- to carry out upward and downward consumption modulations on all or part of its electrical uses to price them on the markets;
- to transmit its consumption data to RTE and to use telemetry data from its Consumption Site(s);
- to inform the system operators concerned of the identity of its electricity supplier and of any changes.

AUTHORISES the system operator to which its Consumption Site is connected,

- to collect its consumption data at a time interval of 15 minutes for Consumption Sites connected at low voltage and with a Subscribed Power of less than or equal to 36 kVA and at a time interval of 5 minutes for other Consumption Sites;

- to provide [Participant's full name], and RTE where applicable, with its collected consumption data;
- to provide RTE with the Consumer's contractual data (supplier, balance responsible party, subscribed power, etc.) necessary to carry out consumption modulations.

AUTHORISES RTE

- to carry out audits of the measurement and transmission systems put in place as well as to control the chain of command of the consumption modulations put in place with the Consumer, including during experiments.

The CONSUMER:

Surname and first name or position of the Consumer or its representative:

Date and Signature:

0.A8.3. Agreement between the Participant and the Consumption Site(s) HOLDING a SYSTEM ACCESS CONTRACT for participation in RTE's market mechanisms

The CONSUMER

[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 Register of Commerce and Companies of [town] under number [SIRET No.], with EIC code [EIC No.] and with Intra-community VAT ID number [Intra-community VAT ID No.], represented by [Ms/Mr.] [name and position of the signatory], duly authorised for this purpose,

holder of a System Access Contract, for the Consumption Site(s) associated with delivery point(s) (PDL) No. [PDL number]

AUTHORISES [Participant's 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 Register of Commerce and Companies of [town] under number [SIRET No.], with EIC code [EIC No.] and with Intra-community VAT ID number [Intra-community VAT ID No.], represented by [Ms/Mr.] [name and position of the signatory], duly authorised for this purpose,

holder of the Participation Agreement No. [Participation Agreement Number] signed with RTE and dated [Date of signature of the Participation Agreement]

- to carry out upward and downward consumption modulations on all or part of its electrical uses in order to price them on the markets
- to transmit to RTE the consumption data and to use the telemetry data of the Consumption Site (s) indicated by the Consumer

AUTHORISES the system operator to which its Consumption Site is connected,

- to collect its consumption data at a time interval of 15 minutes for Consumption Sites connected at low voltage and with a Subscribed Power of less than or equal to 36 kVA and at a time interval of 5 minutes for other Consumption Sites;
- to provide [Participant's full name], and RTE where applicable, with its collected consumption data
- to provide RTE with the Consumer's contractual data (supplier, balance responsible party, subscribed power, etc.) necessary to carry out consumption modulations

AUTHORISES RTE

- to carry out audits of the measurement and transmission systems put in place as well as to control the chain of command of the consumption modulations put in place with the Consumer, including during experiments

ACKNOWLEDGES that the Corrected Payment Model governs the payments:

- that [Participant's full name] owes to the supplier of the Consumption Site as a result of a Downward Modulation of electricity consumption;
- that the supplier of the Consumption Site owes to [Participant's full name] as a result of an Upward Modulation of electricity consumption.

The **CONSUMER**:

Surname and first name or position of the Consumer or
its representative:

Date and Signature:

0.A9. DECLARATION BY 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 _____ [town] under number _____ [SIRET No.], with EIC code [EIC No.] and with Intra-community VAT ID number: _____, represented by Ms/Mr _____ [enter the name and position of the signatory], duly authorised for this purpose,

hereinafter referred to as the “Consumption Site”.

0.A9.1. Definitions

In this declaration, all words or expressions used with capitalised first letters have the meanings given to them below or in the General Provisions of the Market Rules.

0.A9.2. Purpose

In accordance with Chapter 5 of the Rules, any System Operator may request from a Consumption Site holding a CARD or Metering Data Service Contract, connected to its System and participating in the NEBCO Terms and Conditions in force, the identity of its Electricity Supplier in the event that it has not adopted the Corrected Payment Model.

[For Sites connected to the Public Distribution System]

The Consumption Site _____ [insert name, address and metering code], for which _____ [insert full name] holds a CARD or a Metering Data Service Contract No. _____ with the DSO dated .../.../20... [insert date] is supplied with energy by the Electricity Supplier _____ [insert full name].

[For Sites connected to the Public Transmission System]

The Consumption Site _____ [insert name, address and metering code], for which _____ [insert full name] is the holder of a CART or a Metering Data Service Contract No. _____ with RTE dated .../.../20... [insert date] is supplied with energy by the Electricity Supplier _____ [insert full name].

0.A9.3. Validity period

This Electricity Supplier declaration is signed for an indefinite period.

It may be terminated at any time by the Consumption Site, following the conditions and procedures provided for in Chapter 5 of the Rules.

Signed in two original copies,



For the Consumption Site:

In.....,

On ____/____/____

Name and position of representative:

Signature:

0.A10. AGREEMENT ON PLACEMENT OF A CASH DEPOSIT AS COLLATERAL

Number OE_YYMM_XXXX or AA_YYMM_XXXX or RR_YYMM_XXXX

BY AND BETWEEN

[full name], company **[legal form]**, with share capital of **[amount of share capital]** euros, with its head office located at **[full address]**, registered on the Register of Commerce and Companies of **[town]** under number **[SIRET No.]**, Intra-Community VAT number **[intra-Community VAT No.]** and EIC code **[EIC No.]**, represented by **[Ms/Mr.] [name and position of the signatory]**, duly authorised for this purpose,

hereinafter the "Participant",

OF THE FIRST PART,

AND

RTE Réseau de Transport d'Electricité, public limited company with a board of directors and a supervisory board with a capital of 2,132,285,690 Euros, registered on the Register of Commerce and Companies of Nanterre under no. 444 619 258, with head office located within building WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex, represented by **[Ms/Mr] [full name]**, Commercial Director, duly authorised for this purpose,

hereinafter "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:

0.A10.1. Provision of the Cash Deposit

The purpose of this Agreement is to organise the provision and the terms of operation of the Cash Deposit that the Balance Responsible Party places with RTE as part of the implementation of Chapter 3 of the Rules, and which constitutes the deposit of a cash sum as collateral subject to articles 2374 et seq. of the French Civil Code.

The Balance Responsible Party shall pay to RTE the sum of **[insert the amount in writing]** euros (€**[insert the amount in figures]**), to guarantee payment of the sums due by the Participant under the implementation of Chapter 2, 4 and/or 5 of the Rules (Participation Agreement no. **[insert number OE_YYMM_XXXX or AA_YYMM_XXXX or RR_YYMM_XXXX]**), in accordance with the procedures described in the corresponding Chapter. The purpose of this Agreement is to secure all or part of RTE's claim against the Participant.

[Identify the appropriate case and delete the others]

- Should the Participant increase its Financial Guarantee on its own initiative, the Cash Deposit corresponds to the difference between the amount of the new Financial Guarantee and the amount of the current Financial Guarantee, in accordance with Article 0.FT1.8.3.
- Should the Participant's Financial Guarantee be increased subsequent to a revision of the minimum amount by RTE, the Cash Deposit corresponds to the difference between the amount of the new Financial Guarantee requested by RTE and the amount of the current Financial Guarantee, in accordance with Article 0.FT1.8.1.2.
- Should the Participant's Financial Guarantee be called by RTE and result in the partial or total use of the Cash Deposit, the Cash Deposit corresponds to the difference between the amount of the new Financial Guarantee requested by RTE and the amount of the current Financial Guarantee, in accordance with Article 0.FT1.8.1.3.

The Amount is []³²

The Participant shall deposit the money, by bank transfer, into the following bank account, specifically opened by RTE to collect sums placed as Cash Deposits. The Participant must notify RTE by email as soon as the bank transfer has been made.

This deposit is equivalent to the return of the sum placed as a guarantee, and entails enforceability to third parties in accordance with article 2374-2 of the French Civil Code.

This deposit is not subject to VAT and does not yield interest.

Bank details of the cash deposit account of RTE Réseau de Transport d'Electricité:

BNP Paribas

BIC-SWIFT ADDRESS: *BNPAFRPPXXX*

Collection account: 00012288889	
IBAN	FR 76 3000 4008 2800 0122 8888 976
Payment account: 00012288889	
IBAN	FR 76 3000 4008 2800 0122 8888 976

The transfer corresponding to the payment of the Cash Deposit to the RTE collection account, as defined above, must be referenced as follows: a 12-character string in the form OE_YYMM_XXXX or AA_YYMM_XXXX or RR_YYMM_XXXX where OE represents the NEBCO mechanism, AA the Balancing Mechanism, RR the Frequency Ancillary Services, where YYMM represents the Month and Year of Signature of the Participation Agreement and XXXX represents the number of the Participant's Participation Agreement.

0.A10.2. Use of the Cash Deposit

³² Amount of the Cash Deposit as revised by the amendment, in writing and then in figures.

At any time during the validity period of this Agreement as referred to in Article 4, and after the formal notification sent by RTE has failed to produce effect in regard to obtaining the sums due under Supplier Payment requirements, RTE may charge all or part of the Cash Deposit against the amount of its claim in respect of the Participant, as indicated in Article 1 of this Agreement, and not settled within the time limits referred to in Article 0.FT1.5.6.2.

0.A10.3. Return of the Cash Deposit

The Cash Deposit, or as applicable the sum remaining after its use under the provisions of Article 2 of this Agreement, shall be returned to the Balance Responsible Party by no later than the 10th Business Day of Month M+1 following the date of expiry of this Agreement, except in the case of an amendment extending its duration and/or increasing the amount of the Cash Deposit, where applicable.

It may be returned in part in the event of an amendment extending the duration of the Agreement and reducing the amount of the Cash Deposit.

The Cash Deposit is returned to the Participant's collection account as specified below (please attach bank account details to this Annex:

Bank details of the Participant

Bank:
Bank code:
Sort code:
Account no.:
IBAN:
SWIFT/BIC:

0.A10.4. Entry into force and duration of the Agreement

Under Article 2374-1 of the French Civil Code, this Agreement must be made in writing. The signature of this Annex is therefore a prerequisite for the transfer of the sum mentioned in Article 1 of this Agreement.

This Agreement enters into force when the sum mentioned in Article 1 is received in RTE's bank account, and remains in force for 1 year³³.

Signed in two original copies on **[date]**

For RTE

Name and position of representative:

For the Participant

Name and position of representative:

³³ Indicate "60 calendar days" in the case of a transitional Cash Deposit made under the conditions set out in Chapter 3 of the Rules.



In **[place]**

On **[date]**

Signature:

In **[place]**

On **[date]**

Signature:

0.A12. ADDENDUM TO AGREEMENT ON THE PLACEMENT OF A CASH DEPOSIT AS COLLATERAL

Number OE_YYMM_XXXX or AA_YYMM_XXXX or RR_YYMM_XXXX

BY AND BETWEEN

[full name], company **[legal form]**, with share capital of **[amount of share capital]** euros, with its head office located at **[full address]**, registered on the Register of Commerce and Companies of **[town]** under number **[SIRET No.]**, Intra-Community VAT number **[intra-Community VAT No.]** and EIC code **[EIC No.]**, represented by **[Ms/Mr.] [name and position of the signatory]**, duly authorised for this purpose,

hereinafter the "Participant",

OF THE FIRST PART,

AND

RTE Réseau de Transport d'Electricité, public limited company with a board of directors and a supervisory board with a capital of 2,132,285,690 Euros, registered on the Register of Commerce and Companies of Nanterre under no. 444 619 258, with head office located within building WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex, represented by **[Ms/Mr] [full name]**, Commercial Director, duly authorised for this purpose,

hereinafter "RTE"

OF THE SECOND PART,

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

the following has been decided and agreed upon:

The Parties signed on **[date]**³⁴ an Agreement on placement of a Cash Deposit as collateral within the meaning of articles 2374 et seq. of the French Civil Code ("Agreement") with a duration of one (1) year.

This Agreement has been amended as follows: [List any other amendments signed by the "Guarantor"]

In this context, the Balance Responsible Party has remitted to RTE the sum of **[insert amount in writing]** euros (€**[insert amount in figures]**) as a guarantee of payment of the sums due by the Balance Responsible Party and corresponding to its outstanding debts under Chapter 3 of the Rules (Participation Agreement no. **[Insert number OE_YYMM_XXXX or AA_YYMM_XXXX or RR_YYMM_XXXX]**).

³⁴ Date of signature of the original Agreement

By signing this Amendment No. [_____] ³⁵ to the Agreement,

☐ the amount of the Participant's Cash Deposit is revised. Consequently:

- The amount of the Participant's Cash Deposit is [_____] ³⁶; *and*
- The Participant undertakes to pay RTE the sum of [_____] ³⁷;

or

- RTE undertakes to return the sum of [_____] ³⁸ to the Participant.

The duration of the Agreement is extended by one (1) year from the receipt of this amount in RTE's or the Participant's collection account.

☐ the amount of the Participant's Cash Deposit is not revised.

Accordingly, the duration of the Agreement is extended by one (1) year for the Participant's Cash Deposit to a total amount of [_____] ³⁹ from the date of signature of this amendment.

All other terms and conditions of the Agreement remain unchanged.

Signed in two original copies on **[date]**

For RTE

For the Participant

Name and position of representative:

Name and position of representative:

In **[place]**

In **[place]**

On **[date]**

On **[date]**

Signature:

Signature:

³⁵ Amendment number.

³⁶ Amount of the Cash Deposit as revised by the amendment, in writing and then in figures.

³⁷ The amount of Cash Deposit to be paid by the Balance Responsible Party in relation to the initial amount or as modified by previous amendments, in writing and then in figures, in the event of an upward revision.

³⁸ The amount of the Cash Deposit to be returned by RTE in relation to the original amount or as modified by previous amendments, in writing and then in figures, in the case of a downward revision.

³⁹ The amount of the initial Cash Deposit or the amount as revised under previous amendments.