



Le réseau  
de transport  
d'électricité

## Section 1

# Terms and Conditions relating to Scheduling, the Balancing Mechanism and Recovery of Balancing Charges

Version applicable as of 1 June 2020

*The following translation is not binding*

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## 1 DEFINITIONS

All words or phrases used in these Terms and Conditions that begin with a capital letter have the meanings attributed to them below or in Article 1 of the NEBEF Terms and Conditions.

The following definitions take precedence over those in the NEBEF Terms and Conditions.

<b>Participation Agreement</b>	Contract or Protocol signed between RTE and a Participant according to one of the models attached in Annexe 2 and Annexe 3, in which the Participant agrees to adhere to the Terms and Conditions in order to qualify as a Scheduling Agent and/or a Balancing Service Provider.
<b>Agreement on Attachment to a Scheduling Perimeter</b>	Agreement between a User and a Scheduling Agent for attaching a Generation Unit to the Scheduling Agent's Scheduling Perimeter. This agreement must be drawn up in accordance with the model provided in Annexe 6.
<b>Balancing Service Provider</b>	Participant who conforms to the provisions of 1, 2, 4 and 5 by signing a Participation Agreement for which the model is provided in Annexe 3.
<b>Technical Approval</b>	Approval issued by RTE under articles L. 271-2 and R. 271-2 of the French Energy Code (Code de l'Énergie), attesting to the capacity of a legal entity acting as a Demand Response Operator (DRO) on the NEBEF mechanism or as a Balancing Service Provider on the Balancing Mechanism (BM) to implement load reductions.
<b>Sliding Year</b>	Period of twelve (12) months commencing from a given date.
<b>Annex</b>	Annex to the Terms and Conditions. that is an integral part and is subject to the same terms of revision in accordance with Article 2.3 of Section 1 of the Terms and Conditions.
<b>Application</b>	Computer application as defined in the IS Terms and Conditions.
<b>Article</b>	Article of the Terms and Conditions.
<b>Amendment to the Bank Guarantee</b>	Contractual document, conforming with the model attached in Annexe 13bis of Section 1 of the Terms and Conditions, entered into by the Guarantor and allowing the amount and/or duration of the first demand Bank Guarantee to be modified.
<b>Automatic network control device</b>	Device for automatic activation of Specific balancing energy Bids set out in Article 4.4.8 in response to the evolution of the physical situation of the Network, with the aim of resolving Congestion.

<b>Auxiliaries</b>	Technical mechanisms needed to operate one or more Generation Units associated with a Generation Site extracting electrical energy on the Network.
<b>Fixed Scale</b>	Scales established according to the characteristics of Consumption Sites whose usage is fully or partially reduced, defined in euros per megawatt hour for each Half-Hourly Interval, in application of which RTE calculates the amount of the payment payable by the DRO to the Consumption Sites Suppliers at the Regulated Model performing electricity Load Reductions.
<b>Block</b>	See Declared Supply.
<b>CAM</b>	Market Access Commission, a sub-group of the CURTE.
<b>Load Reduction Category</b>	Refer to the definition given in the NEBEF Terms and Conditions.
<b>Balancing Capacity</b>	<p>The Balancing Capacity is a set of four values:</p> <ul style="list-style-type: none"> <li>– for a Generation Unit or a Site, it is the maximum and minimum power variations, upward and downward, declared by the Balancing Service Provider, that the Generation Unit or the Site is able to achieve when adjusting on a Half-Hourly Interval. In the specific case of Consumption Sites belonging to a Profiled Consumption BE, the maximum upward Balancing Capacity is approximated by the Subscribed Power of the Consumption Site in question and the other three values are considered to be nil;</li> <li>– for a BE, it is the maximum and minimum power variations, upward and downward, declared by the Balancing Service Provider, that all the Generation Units or Sites attached to the BE are able to achieve when balancing on a Half-Hourly Interval;</li> </ul> <p>The Balancing Capacity is expressed in whole kilowatts. The rounding rules in Article 2.15.1 shall apply.</p>
<b>Time Series</b>	All declared values covering one Day at Hourly Intervals, Half-Hourly Intervals, 10-Minute Intervals or 5-Minute Intervals.
<b>Mobilisation lead time Time Series</b>	Set of 48 values giving the lead time needed for activating a Bid according to the Half-Hourly Interval of the Day in which the Activation Time mentioned in the Balancing Order occurs. These values are defined by the Balancing Service Provider when the Bid is Submitted and are representative of the constraints that can be audited by RTE, whether technical or operational.

<b>Achieved Load-Reduction Time Series</b>	Refer to the definition given in the NEBEF Terms and Conditions.
<b>Distribution Key</b>	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 Load Reduction Schedule, the Volume Achieved, or a Completed Load Reduction Time Series of a BE or a Demand Response Entity (DRE).
<b>Commission de Régulation de l'Énergie or CRE</b>	Independent regulatory authority responsible for regulating the energy sector in France, whose missions, composition, operation, remit and powers of investigation and control are defined in Articles L.131-1 to L.135-16 of the French Energy Code.
<b>Meter</b>	Instrument for measuring Active and/or Reactive energy combined with a stored memory per fixed period of energies measured.
<b>Bid Usage Conditions or Usage Conditions</b>	Parameters of a Bid specified in Article 4.3.1.3.
<b>Congestion</b>	Situation in which the Reliability Terms and Conditions of the power system are no longer locally respected, taking into account the distribution of Injections and Extractions within a given zone of the PTS.
<b>Consumer</b>	Eligible customer as defined by Article L.331-2 of the French Energy Code.
<b>Adjusted Consumption</b>	Refer to the definition given in section 2 of the Terms and Conditions.
<b>Distribution System Access Contract (CARD)</b>	Contract as defined in Article L.111-91 of the French Energy Code that lays down the technical, legal and financial conditions of a User's access to a Public Distribution System for the extraction from and/or injection into the system of electrical energy. It is signed by the User and the Distribution System Operator.
<b>Transmission System Access Contract (CART)</b>	Contract as defined in Article L.111-91 of the French Energy Code that lays down the technical, legal and financial conditions of a User's access to a public transmission system for the extraction from and/or injection into the system of electrical energy. It is signed by the User with RTE.
<b>Related Services Contract</b>	Contract that RTE or a DSO can enter into with a Generator or a Consumer, whether connected to the PTS or the PDS, covering related services performed either under the monopoly of RTE in its capacity as a French TSO or under the monopoly of a DSO in its capacity as a French DSO.



<b>Detailed Data Service Contract</b>	<p>Contract signed between RTE or a DSO and a Generator or Consumer for a Site not directly connected to the System (metered site). This contract designates the Balance Responsible Party to which the Metered Site is attached, and describes the conditions for metering and detailed data concerning energy delivered to the Metered Site.</p> <p>The detailed data service may be included in a Related Services Contract, in which case the Detailed Data Service Contract designates the Related Services Contract.</p>
<b>Combined Contract</b>	<p>Contract signed between the historic Supplier and a Consumer. The purpose of this contract is to define the terms for providing electricity at regulated sale tariffs as well as the technical, legal and financial conditions for access to the electricity network.</p>
<b>Interruptibility Contract</b>	<p>Contract entered into pursuant to Article L.321-19 of the French Energy Code, between RTE and a Consumption Site connected to the PTS.</p>
<b>Single Contract</b>	<p>Contract signed between a Supplier and a Consumer. The purpose of this contract is to define the terms for providing electricity at market tariff as well as the technical, legal and financial conditions for access to the public electricity network.</p>
<b>Load Curve or LC</b>	<p>Series of time-stamped average power values over an Interval (10-Minute Interval, 5-Minute Interval, Half-Hourly Interval or Hourly Interval). The Load Curve can be the one used on a Site or a group of Sites connected to the PTS or the PDS, at a substation supplying power to the PDS from the PTS, at a BE, etc. Each power value is identified using the year, Day and Time of the start of the Time Interval.</p>
<b>Estimated Load Curve or LC<sub>estim</sub></b>	<p>Refer to the definition given in section 2 of the Terms and Conditions.</p>
<b>Remotely-Read Load Curve or LC<sub>remot</sub></b>	<p>Load Curve defined using remotely-read measurement curves generated by one or more Metering Installations. The Load Curve can be that of a Site or a group of Sites connected to the PTS or the PDS, or that of a substation supplying power to the PDS from the PTS.</p>
<b>Reference Curve</b>	<p>Daily Load Curve, calculated for each Control Interval representing the volume of electricity that the end user would have used or that the Generator would have produced in the absence of a Balancing Order for a BE.</p>
<b>Measurement Curve</b>	<p>All of the time-stamped average power values generated by a Metering Installation. Each value is identified by the year, the Day and the Time of the start of the Measuring Interval.</p>

<b>CURTE</b>	Comité des Clients Utilisateurs du Réseau de Transport d'Electricité (Transmission system client users committee)
<b>Failure of a BE</b>	Non-compliance by a BE, over a given Half-Hourly Interval, of the criteria in Articles 4.6.1.2 and 4.6.2.9.1 resulting in the billing of penalties.
<b>Demobilisation Lead Time of the Bid, or DDO</b>	Lead time needed for the operations by which a BE deactivates a Bid. The DDO is equal to the Mobilisation Lead Time of a Bid.
<b>Mobilisation Lead Time of the Bid, or MLT</b>	<p>For a given explicit Specific Bid and Balancing Order, the lead time corresponding to the value of the Mobilisation Lead Time Series of the said Bid for the Half-Hourly Interval in which the Activation Time mentioned in the Balancing Order occurs.</p> <p>For a given implicit Specific Bid and Balancing Order, lead time calculated in accordance with Article 4.3.1.3.2.</p> <p>For a given Standard RR Bid and a given Balancing Order, the time required for activation operations of a Bid.</p>
<b>Preparation Lead Time, or DP</b>	Lead time needed for operations by a BE prior to the Balancing Start Time of a Bid (for each Bid Direction), for any implicit Balancing Bid excluding Start-Up Bids.
<b>Neutralisation Lead Time, or DN</b>	<p>Period of 1 Hour following a Gate Closure, during which:</p> <ul style="list-style-type: none"> <li>– Balancing Bids Submitted and/or Modified and Acknowledged at the Gate Closure may be Called but not Activated;</li> <li>– Withdrawals of Bids Acknowledged at this Gate Closure cannot be effective;</li> <li>– Redclarations of Forecast Dispatch Schedules and/or technical constraints and performances accepted at this Gate Closure cannot be implemented.</li> </ul>
<b>Neutralisation Lead Time between Activations, or DNA</b>	Minimum lead time to be respected between two successive activations of the same Balancing Bid.
<b>Participation Request</b>	Request Form for participation under the Terms and Conditions, based on the form attached in Annexe 1.
<b>TAO Technical System Automated Transmission of Balancing Orders</b>	<p>Technical communication system allowing:</p> <ul style="list-style-type: none"> <li>– RTE to send Balancing Orders to Order Recipients;</li> </ul>

- the Order Recipient, to submit Final Dispatch Schedules to RTE.

The methods for connection and correspondence using this system are described in the IS Terms and Conditions.

<b>General Provisions</b>	General Provisions of the Terms and Conditions, contained in Articles 1 and 2 of each section, which apply to all Participants.
<b>Specific Provisions</b>	Specific provisions of the Terms and Conditions contained in Articles 3, 4, 5, 6 and 7, which apply to Participants who have specifically chosen the Status of Scheduling Entity and/or Balancing Service Provider.
<b>Technical Reference Documentation for the Public Transmission System, or Technical Reference Documentation, or DTR</b>	Documentation indicating the practical procedures for operating and using the PTS, as defined in the PTS specifications.
<b>Maximum Usage Period or <math>DO_{max}</math></b>	<p>Period at the end of which an Activated Bid must be Deactivated.</p> <p>This period must be expressed in minutes and at a resolution of 5 minutes.</p>
<b>Minimum Usage Period or <math>DO_{min}</math></b>	<p>Period during which an Activated Bid may not be Deactivated.</p> <p>This period must be expressed in minutes and at a resolution of 5 minutes.</p>
<b>Imbalance</b>	Refer to the definition given in section 2 of the Terms and Conditions.
<b>Imbalance at borders</b>	Difference between the Metering Data measured at Interconnections (exports counted positively and imports counted negatively) and the exchanges scheduled at Interconnections (exports counted positively and imports counted negatively).
<b>Balancing Energy Imbalance of a BE</b>	<p>Volume of positive or negative energy established for a BE, for each 5-Minute Interval, as the difference between the Volume Achieved and the Theoretical Expected Volume, in accordance with the terms described in Article 4.6.2.7.</p> <p>This volume is settled by RTE at the Imbalance Settlement Price defined in Article 4.6.2.8.</p>
<b>Coordinated Cross-border Countertrading</b>	Mechanism implemented between TSOs with the aim of reducing commercial exchanges at Interconnections.

<b>Electricity Load Reduction</b>	<p>In accordance with Article L. 271-1 of the French Energy Code, an action aiming to temporarily reduce, through ad hoc request sent to one or more end users by a Demand Response Operator (DRO) or an Electricity Supplier, the level of effective electricity extraction on the PTS or PDS of one or more Consumption Sites, in relation to a forecast consumption schedule or estimated consumption. In accordance with Article R 271-1 of the French Energy Code, an electricity load reduction does not include fluctuations in usage resulting from the natural or recurrent behaviour of the end user.</p> <p>In accordance with section 1 of the Terms and Conditions, an Electricity Load Reduction refers to a load reduction valued by a Balancing Service Provider on the Balancing Mechanism.</p>
<b>Load Reduction Inextricably Linked with Supply</b>	Refer to the definition given in the NEBEF Terms and Conditions.
<b>Maximum energy</b>	Maximum energy value resulting from the Forecast Dispatch Schedule, or any upward balancing, for a BE over the day.
<b>Minimum energy</b>	Minimum energy value resulting from the Forecast Dispatch Schedule, or any downward balancing, for a BE over the day.
<b>Balancing Entity or BE</b>	<p>Elementary balancing unit:</p> <ul style="list-style-type: none"> <li>– able to respond to a demand from RTE with the aim of injecting into or extracting from the System a given quantity of electricity during a given period; and</li> <li>– able to modify the P=C Balance of the PTS for France, either directly or via installations connected to the PTS; and</li> <li>– connected to a single Balance Perimeter; and</li> <li>– comprising one or more Generation Units and/or one or more Sites or an Exchange Point; and</li> <li>– complying with one of the five types of BE: <ul style="list-style-type: none"> <li>– Exchange Point BE, or</li> <li>– PTS Generation BE, or</li> <li>– PDS Generation BE, or</li> <li>– Remotely-Read Consumption BE, or</li> <li>– Profiled Consumption BE; and</li> </ul> </li> <li>– qualified for one or several types of standard and specific products.</li> </ul>

<b>Demand Response Entity</b>	Refer to the definition given in the NEBEF Terms and Conditions.
<b>Scheduling Entity or SE</b>	<p>Elementary Scheduling unit corresponding to one or more Generation Units or one or more Stationary Storage Units, and for which a Forecast Dispatch Schedule is established by a Scheduling Agent.</p> <p>The notion of a Scheduling Entity does not include that of a Consumption Scheduling Entity.</p>
<b>Consumption Scheduling Entity or Consumption SE</b>	<p>Basic scheduling unit corresponding to one or several Consumption Sites qualified to participate in the provision of frequency ancillary services, and for which a Forecast Dispatch Schedule is established by a Scheduling Agent.</p> <p>The notion of a Consumption Scheduling Entity is not included in the notion of a Scheduling Entity.</p>
<b>Reserve Entity</b>	Refer to the definition given in the Frequency Ancillary Services Terms and Conditions.
<b>P = C Balance</b>	Balance of Injections and Extractions, taking account of losses on the PTS.
<b>Alert State of the transmission system</b>	<p>The state of the transmission system when it is situated within safe operational security limits but a contingency from the contingency list has been detected and, if it occurs, the corrective actions available are not sufficient to maintain the normal state;</p> <p>The transmission system is in alert state according to the terms defined in article 18, paragraph 2 of the SOGL.</p>
<b>Normal State of the transmission system</b>	A situation in which the system is within operational security limits in the situation N and after the occurrence of a contingency from the contingency list, taking into account the effect of possible remedial actions in accordance with Article 3 of the SOGL Regulation.
<b>Emergency State</b>	The state of the transmission system in which one or more operational security limits are violated.
<b>System Operator</b>	Refer to the definition given in the Imports/Exports Terms and Conditions.
<b>Impact Factor by Delivery Point Substation</b>	The Impact factor by Delivery Point substation associated with a BE 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 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.

<b>Collection and Payment Fund</b>	Refer to the definition given in the NEBEF Terms and Conditions.
<b>Fixed Start-Up Fee</b>	Fixed amount in Euros to remunerate the fixed portion of the cost of starting up the thermal Generation Units that make up a BE.
<b>Electricity Supplier or Supplier</b>	Entity possessing authorisation—in accordance with Article L.333-1 of the French Energy Code—to purchase electricity for resale to Consumers or to System Operators for their losses and with which a Consumer may, in accordance with Article L.331-1 of the French Energy Code, sign an electricity supply contract.
<b>Declared Supply (or Block)</b>	Quantity of energy declared by Balance Responsible Parties, corresponding to a predetermined power Schedule, by Hourly or Half-Hourly Interval, and linked, as Injection or Extraction, to a Balance Responsible Perimeter. The declaration is made to RTE who, as it involves a Block provided to a Site connected to the PDS, transmits it to the relevant DSO.
<b>Guarantor</b>	Credit institution, in compliance with the requirements provided for in Article 4.7.3.1.5 of Section 1 of the Terms and Conditions, which delivers the Bank Guarantee.
<b>Bank Guarantee</b>	First Demand Bank Guarantee, conforming to the model attached in Appendix 13 of Section 1 of the Terms and Conditions required in accordance with Article 4.7.3.1.5.3 of Section 1 of the Terms and Conditions.
<b>Gradient</b>	Rate of power variation of a Scheduling Entity, expressed in megawatts per minute (MW/min), equal to the Upward Gradient (respectively Downward Gradient) when the Scheduling Entity's power increases (respectively when the Scheduling Entity's power decreases).
<b>Upward Gradient</b>	Variation rate of the power of a SE, expressed in megawatts per minute (MW/min), when this increases.
<b>Downward Gradient</b>	Variation rate of the power of a SE, expressed in megawatts per minute (MW/min), when this decreases.
<b>Distribution System Operator (DSO)</b>	Public electricity distribution system operator, as defined in Articles L.111-2 and L.111-52 of the French Energy Code.
<b>System Operator</b>	RTE or DSO as defined in the French Energy Code.
<b>Transmission System Operator, or TSO</b>	Company administrating a public electricity transmission system

<b>GIPSE</b>	<p>The GIPSE application (computerized management of the perimeters and media for the electricity system) is the entry point for declaring reference data by Scheduling Agents and Balancing Service Providers to:</p> <ul style="list-style-type: none"> <li>- declare the resolution of the Forecast Dispatch Schedule in accordance with Article 3.2.1.1;</li> <li>- declare the BEs and, where appropriate, the SEs for which a Final Dispatch Schedule will be sent to RTE in accordance with Article 3.2.4.2;</li> <li>- declare the BEs participating in the RR standard product bid platform, which where applicable is equivalent to a request for RR standard product bid Qualification in accordance with Article 4.2.2.2.1.</li> </ul>
<b>Rank 1 DSO</b>	DSO whose network is connected directly to the PTS.
<b>Rank 2 DSO</b>	DSO whose network is not connected directly to the PTS, but is instead connected to a Rank 1 DSO.
<b>Generation Unit (GU)</b>	Combination of rotating machines or static generators used to transform primary energy (thermal, hydro, wind, tide, solar, etc.) into electrical energy injected into the System. A Generation Unit may need an Auxiliary in order to operate.
<b>Gate Closure</b>	Deadline for Submitting, Modifying or Withdrawing a Balancing Bid, or Declaring or Redefining a Schedule or technical constraints and performances.
<b>System Access Deadline</b>	Deadline by which RTE must receive Forecast Dispatch Schedules, technical constraints and performances and Balancing Bids for the following day. This deadline is set at 16:30 on D-1 or in accordance with the timetable defined in Article 3.2.2.3.3 in the event of late publication of the daily market results by the Nominated Electricity Market Operators (NEMOs) (Case 1: Before H + 3h30; Case 2 and 3: Before 17:15).
<b>Hour, or H</b>	Hours or times indicated correspond to Paris time and periods lasting 60 minutes.
<b>Delivery Time</b>	For a standard RR bid, the Delivery Time is one Hour starting on the Hour.

<b>Payment Incident</b>	Failure to effect full payment of outstanding sums owed by the Balancing Service Provider within the deadlines set forth in Articles 4.6.1.5.1.2 and 4.7.3.1.6. The Payment Incident is notably characterised by its duration, which is calculated from the payment due date indicated on the invoice.
<b>Indexes</b>	Values read on the dials of a Meter on a given date enabling quantities of energy injected or extracted to be calculated between two readings.
<b>Unscheduled Unavailability (of an installation on the PTS)</b>	Unavailability resulting either from the activation of an automated mechanism, or from a voluntary action to safeguard persons or property or the reliability of the electrical system (for instance, an "urgent withdrawal" operation). In the case of a voluntary action, the origin of the Unavailability is either an electric risk due to a third party being near an installation, or an unforeseen and unavoidable anomaly identified on an installation, requiring work to restore it to its former state and the installation to be withdrawn from service as soon as possible.
<b>Asynchronous Influencing</b>	Hydraulic supply to a SE resulting from Activation of a Balancing Bid outside of this Activation Period.
<b>Synchronous Influencing</b>	Hydraulic supply to one or several SEs grouped together within a single BE, resulting from Activation of a Balancing Bid during the Activation Period increased by one Hour.
<b>Injection</b>	Refer to the definition given in Section 2 of the Terms and Conditions.
<b>Metering Installations</b>	<p>Metering Installations are composed of some or all of the following:</p> <ul style="list-style-type: none"> <li>– current transformers;</li> <li>– voltage transformers;</li> <li>– Meters;</li> <li>– Meter installation room;</li> <li>– ancillary services;</li> <li>– access to the telecommunications networks used for remote reading of Indexes and/or Measurement Curves.</li> </ul> <p>The Metering Facilities deliver either Measuring Curves and Indexes, or Indexes only, read by the relevant Network Operator.</p>
<b>Stationary Electricity Storage Facility or SSF or Stationary Storage Site</b>	A Stationary Storage Facility is a Site 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 or a set of Stationary Storage Units installed on a same Site and operated by the same User. The installation includes all the materials and equipment operated by the User.

Before a date S date, Notified by RTE one (1) month in advance to the Balancing Service Providers, a Stationary Storage Facility will be assimilated to a Generation or Consumption Site

From a date S, Notified by RTE one (1) month in advance to the Balancing Service Providers, a Stationary Storage Facility follows its own obligations as described in these Terms and Conditions unless the Balancing Service Provider declares its SSF as a Generation or Consumption Site.

**Activation Time**

Point in time after which the BE should have reached the set point or the balancing power level indicated in the Balancing Order.

The Activation Time is determined at a 5-Minute Interval and rounded off in accordance with Article 2.15.

**Balancing Start Time**

Point in time after which the BE starts varying the Injection or the Extraction in preparation for reaching the set point or the balancing power referred to in the Balancing Order.

The Balancing Start Time is determined at a 5-Minute Interval and rounded off in accordance with Article 2.15.

**Load Reduction Start Time**

Refer to the definition given in the NEBEF Terms and Conditions

**Deactivation Time**

Point in time at which the BE should maintain the new set point or balancing power level indicated in the Balancing Order.

The Deactivation Time is determined at a 5-Minute Interval.

**Balancing End Time**

Point in time after which the BE, having finished varying the Injection or the Extraction that enabled the set point 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 determined at a 5-Minute Interval.

**Load Reduction End Time**

Refer to the definition given in the NEBEF Terms and Conditions.

**Interconnection**

Refers to a set of electrical grids interconnecting the PTS with the network of the System Operator(s) of the same neighbouring country.

<b>Day or D</b>	Calendar day lasting 24 hours defined as follows: [00:00; 24:00[. Days on which the official time changes, as defined by Decisions published in the Official Journal of the French Republic, comprise either 23 Hours or 25 Hours.
<b>Working Day</b>	Any one of the days of the week, with the exception of Sunday and Public and Bank Holidays as defined in Article L. 3133-1 of the French Labour Code (Code du Travail).
<b>Business Day</b>	Any one of the days of the week, with the exception of Saturday, Sunday and Public and Bank Holidays as defined in Article L. 3133-1 of the French Labour Code.
<b>Available Margin</b>	Sum of the Deadline Tertiary Reserve and the half-band of Automatic Frequency Restoration Reserve. It is calculated for a given time frame.
<b>Operating Margin</b>	Available Margin to which is subtracted the power of the Specific Bids identified to ensure the P=C balance. It is calculated for a given time frame.
<b>Required Margin</b>	Minimum reserve margin of sufficient magnitude to ensure that there is no more than a given, predefined risk that exceptional resources, non-offered BEs and emergency resources will be called upon. It is calculated for a given time frame.
<b>Balancing Mechanism (BM)</b>	<p>Mechanism set up by RTE in application of its legal (as defined in Article L.321-10 of the French Energy Code) and statutory duties to provide the following four functions:</p> <ul style="list-style-type: none"> <li>– maintaining the real-time P=C Balance;</li> <li>– rebuild the minimum requirements in terms of Frequency Containment and Automatic Frequency Restoration Reserves;</li> <li>– rebuild the minimum requirements in terms of Reserve;</li> <li>– resolving congestion on the PTS.</li> </ul> <p>The rules governing this mechanism are laid down in Article 4.</p>
<b>Backup Mode</b>	Mode to which the Information System switches in order to correct certain unavailability situations of computer applications and which corresponds to the downgraded mode defined in the IS Terms and Conditions.
<b>Payment Model</b>	Refers to the Contractual Model, the Corrected Model or the Regulated Model
<b>Contractual Model</b>	Refer to the definition given in the NEBEF Terms and Conditions.

<b>Corrected Model</b>	Refer to the definition given in the NEBEF Terms and Conditions.
<b>Regulated Model</b>	Refer to the definition given in the NEBEF Terms and Conditions.
<b>Month</b>	Month, lasting from the first to the last day of the month.
<b>Reason (for the Balancing)</b>	<p>Purpose of Activating a Balancing Bid. The reason may be one of four different types:</p> <ul style="list-style-type: none"> <li>– management of the P=C Balance;</li> <li>– rebuilding the minimum requirements in terms of Frequency Containment and Automatic Frequency Restoration Reserves;</li> <li>– rebuilding the minimum requirements in terms of Reserve;</li> <li>– processing Congestions.</li> </ul>
<b>Nominated Electricity Market Operator or NEMO</b>	Nominated Electricity Market Operator. Operator on the daily and intraday electricity markets as defined in Commission Regulation (EC) 2015/1222 of 24 July 2015 establishing a guideline in relation to the allocation of capacity and the management of congestion.
<b>Notification or Notify</b>	<p>A Notification made according to the Terms and Conditions is a written document sent by one Party or DSO to another Party or DSO, which is delivered:</p> <ul style="list-style-type: none"> <li>– either by hand and in exchange for a receipt;</li> <li>– or in the form of a letter sent by registered post with acknowledgement of receipt;</li> <li>– or by fax with acknowledgement of receipt;</li> <li>– or by email with acknowledgement of receipt.</li> </ul> <p>Additionally, a Notification can be uploaded to a Participant's private space on the RTE portal, if one exists, by the duly authorised person (as per the Participation Agreement) or any other individual with the appropriate permissions for the private space.</p> <p>The date of Notification is deemed to be:</p> <ul style="list-style-type: none"> <li>– the date on the receipt provided in the case of delivery by hand;</li> <li>– for a registered letter with acknowledgement of receipt, with the Post Office stamp deemed authentic:</li> </ul> <p>the effective date of delivery of the mail;</p> <p>otherwise, if the mail is not delivered:</p> <ul style="list-style-type: none"> <li>– if the mail is rejected, the date of rejection;</li> </ul>

- if the mail has not been accepted within a period of 15 days following first presentation, the date of first presentation of the mail at the address declared by the recipient.
- the Day and the Time of the acknowledgement of receipt transmitted by the fax machine, in the case of a fax delivery;
- the Day and the Time of the acknowledgement of receipt transmitted by the IT system of the Party or the DSO receiving the Notification, in the case of electronic delivery;
- the date given on the confirmation email, in the case of upload to the Participants' private space on the RTE portal.

The address and contact details of the Parties to which these Notifications must be sent are specified in the Participation Agreement, as are any other addresses or details Notified by one Party to the other Party. The contact details for the DSO in question are given in Annexe 9.

**New Exempt  
Interconnection**

Electrical links and associated equipment intended for cross-border electricity exchanges and falling within the exemption framework governed by Article 17 of Regulation (EC) No 714/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the network for cross-border exchanges.

**Downward Bid**

Balancing Bid proposing a lower Injection into, or higher Extraction from, the System.

**Upward Bid**

Balancing Bid proposing a higher Injection or a lower Extraction into/from the System.

**Complementary Bid**

Bid submitted at the request of RTE, which may be Activated in downgraded mode where there have been insufficient Bids, according to the conditions set out in Article 1.4.1.

For a given BE, the power offered as part of a Complementary Bid is added to the power already offered on the same BE.

**Exceptional Bid**

Bid concerning a BE, usage of which is limited by restrictive conditions imposed on the Balancing Service Provider and on RTE. Bids of this kind may only be activated in the event of a deterioration in the system, according to the conditions defined in 1.4.1.

**Balancing Bid or 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. A Balancing Bid may be a Specific Bid or a Standard RR Bid. A Balancing Bid may be either Upward or Downward.

Chronologically, a Bid is:

- **"Submitted"** and constitutes a "Submission" when a Bid is received by RTE;
- **"Modified"** and constitutes a "Modification" when a Bid is Submitted for a BE and modified at one of the following Gate Closures by the Balancing Service Provider. This modification may concern the price or the Usage Conditions for a Bid Submitted, provided that such modifications do not prevent the Activation of Balancing Bids that would have been Called by RTE for this particular Bid;
- **"Withdrawn"** and constitutes a "Withdrawal" when a Bid is Submitted at a Gate Closure and then withdrawn by the Balancing Service Provider at a subsequent Gate Closure, provided that the Bid in question has not already been called by RTE;
- **"Rejected"** and constitutes a "Rejection" when the Bid may not be Acknowledged by RTE since it has not been made in accordance with the Terms and Conditions;
- **"Acknowledged"** when, having been established in accordance with the Terms and Conditions, the Bid Submitted and/or Modified may be Called by RTE, and the Bid that has been Withdrawn may no longer be activated by RTE at the end of the Neutralisation Lead Time (Acknowledgement of a Bid occurs at the Gate Closure following its submission);
- **"Called"** and constitutes a "Call" or a "Balancing Order" when RTE informs the Balancing Service Provider that it accepts its Bid by sending a Balancing Order (from that point on, the Balancing Service Provider may no longer withdraw or modify the Bid);
- **"Activated"** and constitutes an "Activation" over the period between the Activation Time and the Deactivation Time indicated in the Balancing Order when the energy Balancing volumes connected to this Bid are requested by RTE;
- **"Deactivated"** and constitutes a "Deactivation" when the Activation Period of a Called Bid expires or when RTE informs the Balancing Service Provider that a Bid has been Deactivated.

**Specific Balancing Bid or Specific Bid**

Balancing Bid which is not a Standard RR Bid.

<b>Standard RR Balancing Bid or Standard RR Bid</b>	Balancing Bid shared by RTE on a RR Standard Product Bid platform
<b>Start-up Bid</b>	Specific Upward Balancing Submitted and used for thermal BEs under the conditions of Article 4.3.1.1.2.2.
<b>Demand Response Operator (DRO)</b>	<p>In accordance with Article R. 271-2 of the French Energy Code, a legal entity, which may be an Electricity Supplier, that proposes a load reduction bid inextricably linked to an energy supply bid, making it possible to value load reductions on the electricity markets or on the Balancing Mechanism.</p> <p>Within the context of section 1 of the Terms and Conditions, the DRO is a Balancing Service Provider who sells electricity Load Reductions on the Balancing Mechanism.</p>
<b>Immediate Implementation Order</b>	Order issued by RTE through a specific system to safeguard the power system. The conditions according to which these orders are to be implemented are set out in an agreement on the transmission and execution of safeguarding orders.
<b>Balancing Order</b>	Message issued by RTE to the Order Recipient designated by the Balancing Service Provider as defined in Article 4.4.5, indicating Calling or Deactivation of a Bid, or Cancellation of an Order.
<b>Participant</b>	Legal entity having signed a Participation Agreement with RTE, and which fulfils the criteria required for the Status or Statuses specified in its Participation Agreement.
<b>Symmetric Participation</b>	Upward and downward supply of an identical Frequency Containment or Automatic Frequency Restoration Reserve capacity.
<b>Asymmetric Participation</b>	Upward and downward supply of a different Frequency Containment or Automatic Frequency Restoration Reserve capacity.
<b>Party</b>	RTE or a Participant.
<b>Parties</b>	RTE and a Participant.
<b>10-Minute Interval</b>	Period of 10 consecutive minutes, with the first of each Day beginning at 0:00:00.
<b>5-Minute Interval</b>	Period of 5 consecutive minutes, with the first of each Day beginning at 0:00:00.
<b>Control Interval</b>	Time Interval corresponding to the granularity of the calculation of the Volume Achieved of a BE. The value of the Control Interval is specified in Article 4.5.1.2.

<b>Half-Hourly Interval</b>	Period of 30 consecutive minutes, with the first of each Day beginning at 0:00:00.
<b>Hourly Interval</b>	Period of 60 consecutive minutes, with the first of each Day beginning at 0:00:00.
<b>Quarter-Hourly Interval</b>	Period of 15 consecutive minutes, the first of each Day starting at 00H00m00s.
<b>Measuring Interval (or Integration Period)</b>	Consecutive time intervals of the same length during which the average power values measured by the Metering Installations at the Metering Point are measured and recorded. These intervals may be Hourly, Half-Hourly, every 10 minutes or a sub-multiple of 10 minutes.
<b>Time Interval</b>	Period of time in hours, minutes or seconds.
<b>Balancing Perimeter</b>	Perimeter made up of BEs, which must be established in accordance with Article 4.2.
<b>Balance Perimeter</b>	Refer to the definition given in section 2 of the Terms and Conditions.
<b>Scheduling Perimeter</b>	Perimeter made up of Scheduling and/or Forecast Entities, which must be established in accordance with the model given in Annexe 5.
<b>Validity Period</b>	Characteristic of a Balancing Bid: period during which the Bid is valid. <ul style="list-style-type: none"> <li>- For Specific Bids, the Validity Period of a Bid is an entire Price Segment, with the exception of Start-Up Bids.</li> <li>- For Standard RR Bids, the Validity Period of a Bid corresponds to the Delivery Time.</li> </ul>
<b>Test Phase</b>	Period governed by an agreement for the operation and running of new or altered installations over a test period prior to the effective date of the definitive agreement on operation and running of the generation installations concerned.
<b>Activation Segment</b>	The Activation Segment of a Bid is the period between the Activation Time and the Deactivation Time for this Bid.
<b>BE Control Period</b>	Before date T, the Control Period of a Balancing Operation corresponds to the Implementation Period plus one hour before and one hour after. This period is the time during which RTE can verify whether the Balancing Bid has been properly placed, in accordance with Article 4.5.  After date T, the Control Period corresponds to all of the Time Intervals for which RTE:

- calculates a Volume Achieved for the BE in accordance with Article 4.5;
- calculates a Balancing Energy Imbalance for the BE in accordance with Articles 4.6.2.7 and 4.6.2.8;
- Controls the Failure of the BE and settles the associated penalties in accordance with Articles 4.6.2.9 and 4.6.2.9.3.

<b>Demand Response Period</b>	Refer to the definition given in the NEBEF Terms and Conditions.
<b>Implementation Segment</b>	The Implementation Segment is the period between the Activation Time less the Mobilisation lead time of the Bid and the Deactivation Time plus the Deactivation lead time of the Bid.
<b>Price Segment</b>	Sub-period of one Day. There are six Price Segments and they are defined according to the following timetables: [00:00; 06:00], [06:00; 11:00], [11:00; 14:00], [14:00; 17:00], [17:00; 20:00], [20:00; 24:00].
<b>Exchange Point</b>	Point of physical connection to an Interconnection.
<b>Metering Point or MP</b>	Physical point where the measurement reducers designed to meter energy are installed.
<b>Delivery Point Substation</b>	Substation defined in the distributor Transmission System Access Contract (CART) for Rank 1 DSOs. For Rank 2 DSOs, the Delivery Point Substation is defined by the rank 1 DSO to which its system is connected.
<b>Prequalification</b>	See Qualification
<b>Bid Price</b>	Price specified in the Balancing Bid, expressed in Euros per MWh.
<b>Marginal Balancing Price or MBP</b>	Refer to the definition in Article 4.10.1.5.
<b>Volume-Weighted Average Price or VWAP</b>	Refer to the meaning given in Article 4.10.1.
<b>Imbalance Settlement Price</b>	Refer to the definition given in Article 4.6.2.8
<b>Reference Spot Price</b>	The Reference Spot Price for a given time period is the average of the prices on the daily electricity market in France established by the designated NEMOs in France over that period, weighted according to the volumes handled by each NEMO over that period.
<b>Producer</b>	Generator established in France as defined in Article L.311-1 of the French Energy Code.



<b>Specific Product</b>	A product which is different from the Standard Product
<b>Standard Product</b>	A harmonised balancing product, defined by all TSOs, for exchange of balancing services via a European platform for the exchange of balancing energy
<b>Profile</b>	Refer to the definition in section 2 of the Terms and Conditions.
<b>Consumption Profiling or Generation Profiling (or Profiling)</b>	Refer to the definition given in section 2 of the Terms and Conditions.
<b>Scheduling</b>	Mechanism described in Article 3, by which a Participant or a DSO forecasts the generation (Schedule) of a SE or a group of generation facilities, before the System Access Deadline, on D-1 for D and on an intraday basis where applicable, then transmits this forecast to RTE.
<b>Schedule</b>	Forecast Dispatch Schedule or Aggregated Forecast Dispatch Schedule
<b>Forecast Dispatch Schedule</b>	<p>In the case of installations connected to the PTS or to the PDS participating in the BM, or Primary and Secondary Frequency Control, a Forecast Dispatch Schedule corresponds to all of the five power time series, with a resolution of five (5), fifteen (15) or thirty (30) Minutes, by a Scheduling Agent on D-1 for D and possibly modified by accepted Redclarations on D, comprising, for a SE or a consumption SE, the information related to its forecast:</p> <ul style="list-style-type: none"> <li>- of active power;</li> <li>- of Participation in Upward Frequency Containment Reserve;</li> <li>- of Participation in Downward Frequency Containment Reserve;</li> <li>- of Participation in Upward Automatic Frequency Restoration Reserve;</li> <li>- of Participation in Downward Automatic Frequency Restoration Reserve;</li> </ul> <p>For installations 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.</p>
<b>Forecast Dispatch Schedule traced by RTE</b>	Set of five Time Series established by RTE resulting from the Forecast Dispatch Schedule of a SE or a consumption SE, drawn up by a Scheduling Agent on D-1 for Day D and possibly modified by Redclarations Accepted on Day D.

<b>Aggregated Forecast Dispatch Schedule</b>	Generation schedule established by a rank 1 DSO based on the sum of (i) Forecast Dispatch Schedules transmitted by generators connected to the DSO's system, (ii) generation forecasts made by the DSO based on information supplied by marginal or non-marginal installations which do not transmit call schedules to the DSO, (iii) generation forecasts made by the DSO for the other marginal or non-marginal installations connected to its system which do not transmit any information and (iv) forecasts of potential injection flows from rank 2 DSOs in accordance with Article 3.3.
<b>Declared Load Reduction Schedule</b>	Refer to the definition given in the NEBEF Terms and Conditions.
<b>Retained Load-Reduction Schedule</b>	Refer to the definition given in the NEBEF Terms and Conditions.
<b>Final Dispatch Schedule</b>	<p>For a Scheduling Entity, the Final Dispatch Schedule is a set of five power time series the Scheduling Entity needs to follow and corresponds to the first Forecast Dispatch Schedule received for this SE on D-1 amended by any Redeclarations of Forecast Dispatch Schedules accepted by RTE and/or Redeclarations of performances and technical constraints and/or Activations of Balancing Energy Bids by RTE and/or Immediate Implementation Orders.</p> <p>For a group of Sites which do not make up a SE and belong to a BE, the Final Dispatch Schedule is a set of five power time series this group of Sites needs to follow and corresponds to the expected power variations following Balancing Bid Activations by RTE and/or Immediate Implementation Orders.</p>
<b>Actual Final Dispatch Schedule</b>	Refer to the definition given in Article 3.2.4.3
<b>Theoretical Final Dispatch Schedule</b>	Refer to the definition given in Article 3.2.4.3
<b>Final Dispatch Schedule established by RTE</b>	<p>Time Series established by RTE according to the set of rules described in Article 3.2.4.3. These time series include:</p> <ul style="list-style-type: none"> <li>- the Theoretical Final Dispatch Schedule;</li> <li>- the Actual Final Dispatch Schedule.</li> </ul>
<b>Maximum Available Power (or MAP)</b>	<p>Maximum power that may be supplied by a Generation BE.</p> <p>Unless otherwise indicated, this power is expressed in megawatts (MW).</p>

<b>Minimum Power (or Pmin)</b>	<p>Minimum power that may be supplied by a Generation BE.</p> <p>Unless otherwise indicated, this power is expressed in megawatts (MW).</p>
<b>Maximum Power Offered</b>	<p>Maximum power offered by a Balancing Service Provider for a BE and calculated according to the conditions defined in 4.3.1.3.5.</p> <p>Unless otherwise indicated, this power is expressed in megawatts (MW).</p>
<b>Consumption Site Subscribed Power</b>	<p>Maximum of subscribed power, for access to the Consumption Site Network as defined in the Distribution System Access Contract, in the Single Contract or in the Combined Contract.</p> <p>Unless otherwise indicated, this power is expressed in kilowatts (kW).</p>
<b>Qualify or Qualified or Qualification or Qualification process</b>	<p>Qualification is a process described in Articles 4.1 and 4.2.2 enabling:</p> <ul style="list-style-type: none"> <li>- a Balancing Service Provider to be Qualified and to participate in the BM;</li> <li>- a BE to be Qualified and to propose Standard Product Bids.</li> </ul> <p>The Qualification process of a BE consists of a Prequalification step and a Qualification monitoring step.</p>
<b>Status</b>	<p>Status of Balance Responsible Party and/or Balancing Service Provider and/or Scheduling Agent acquired by a Participant who signs a Participation Agreement with RTE.</p>
<b>Order Recipient</b>	<p>Physical person or system approved by RTE, designated for Balancing, to receive Balancing Orders from one or more BEs and the same Balance Perimeter.</p> <p>For the TAO Technical System, the Order Recipient is:</p> <ul style="list-style-type: none"> <li>- either a "Web MMI" Order Recipient;</li> <li>- or a "M2M" Order Recipient.</li> </ul>
<b>Redeclaration</b>	<p>Information sent to RTE by the Scheduling Agent concerning modifications to the Forecast Dispatch Schedule of a SE, and/or the technical constraints and performances of a Generation Unit.</p> <p>In chronological terms, a Forecast Dispatch Schedule Redeclaration is:</p> <ul style="list-style-type: none"> <li>- "Submitted" when the Redeclaration is received by RTE;</li> <li>- "Accepted" when the Redeclaration satisfies the conditions set forth in Article 3.2.2.3.2. An Accepted Forecast Dispatch Schedule Redeclaration corresponds to a change to the Forecast Dispatch Schedule;</li> </ul>

- "Rejected" when the Redeclaration does not satisfy the conditions set forth in Article 3.2.2.3.2. A Rejected Forecast Dispatch Schedule Redeclaration does not correspond to a change to the Forecast Dispatch Schedule;
- "Implemented" when a Forecast Dispatch Schedule Redeclaration is sent by the Scheduling Agent to the GUs and corresponds, if RTE has not already sent a Balancing Order, to a change to the Final Dispatch Schedule. If RTE has already sent a Balancing Order, the Implementation of a Forecast Dispatch Schedule Redeclaration does not alter the Final Dispatch Schedule over the Balancing operation's activation period.

<b>Coordinated Cross-border Redispatching</b>	Mechanism implemented between TSOs with the aim of lifting the network constraints through coordinated action.
<b>Normal Regime</b>	Regime defined in Decree N° 2003-588 of 27 June 2003.
<b>Frequency Containment</b>	Automatic mechanism of a Reserve Entity, which enables it to adjust its production or consumption of active energy following a variation in frequency.
<b>Automatic Frequency Restoration</b>	Automatic centralised mechanism (at RTE national dispatching level) intended to balance the generation or consumption of the Reserve Entities covered, so as to maintain the initial exchange Schedule on interconnections and normal frequency.
<b>Network Code on Electricity Emergency and Restoration ("E&amp;R")</b>	Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration
<b>Guideline on electricity transmission system operation (SOGL)</b>	Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation.
<b>Reliability Terms and Conditions</b>	Set of rules relating to the Reliability of the System.
<b>IS Terms and Conditions</b>	Terms and Conditions of access to the Information System and RTE Applications specific to the "Balancing Scheduling and Mechanism" including their annexes available on RTE's website.
<b>Terms and Conditions</b>	<p>The present Terms and Conditions relating to Scheduling, the Balancing Mechanism and the Balance Responsible Party System. They have 3 sections:</p> <ul style="list-style-type: none"> <li>– section 1: Terms and Conditions relating to Scheduling, the Balancing Mechanism and the Recovery of Balancing Charges;</li> </ul>

- section 2: Terms and Conditions relating to the Balance Responsible Party System.
- The Terms and Conditions include the Annexes.

<b>Import/Export Terms and Conditions</b>	Terms and Conditions for access to the French Public Electricity Transmission Network for imports and exports, in their latest available version approved by the CRE. They are available on the RTE website.
<b>NEBEF Terms and Conditions</b>	Terms and Conditions for settling load reductions on energy markets, in their latest version available approved by the CRE. They are available on the RTE website.
<b>Ancillary Services Terms and Conditions</b>	Terms and Conditions relating to participation in the Ancillary Services in their latest available version approved by the CRE. They are available on the RTE website.
<b>Order Correction</b>	When an error is observed in a Balancing Order or its computerised reproduction, RTE creates a new computerised order which is then added to those used for invoicing the Balancing Operation.
<b>Remuneration of an Activated Bid</b>	Amount, established for each 5-Minute Interval according to the terms of Article 4.6.2.4, corresponding to the settlement of the Market Volume of an Activated Bid.
<b>Network</b>	NTS or PDS.
<b>Upstream Network</b>	For a Generation Site connected to the PTS, all PTS installations other than the Generation Feed Network as described in the Specific Site Conditions of the Generator CART.
<b>Generation Feed Network</b>	Set of installations on the PTS as defined in the Specific Site Conditions of the Generator CART.
<b>Réseau de Transport d'Electricité or RTE</b>	Limited company responsible for managing the PTS, carrying out its missions in accordance with Articles L.321-6 et seq. of the French Energy Code.

<b>Public Distribution System or PDS</b>	Public Distribution System as defined by Article L. 2224-31 of the French General Code of Territorial Communities (Code Général des Collectivités Territoriales), made up of installations included in the public electricity distribution concessions, as per Article 2 of the template concession terms & conditions for the public service of developing and operating the electricity distribution system and the supply of electrical energy at regulated tariffs (2007 version). Each distribution system operator performs its missions within its exclusive service area, as per Article 23 of the Law of 8 April 1946.
<b>Public Electricity Transmission System or PTS</b>	Public electricity transmission system as defined notably by the PTS specifications appended to the 30 October 2008 amendment to the 27 November 1958 Concession Agreement between the state and RTE.
<b>Automatic reserve</b>	Refer to the definition given in the Ancillary Services Terms and Conditions.
<b>Replacement Reserve</b>	Power reserve that can be mobilised in less than 30 minutes and provided on the Balancing Mechanism according to the terms set out in the contract for provision of <a href="#">Manual Frequency Restoration Reserves</a> and Replacement Reserves.
<b>Frequency Containment Reserve</b>	Refer to the definition given in the Ancillary Services Terms and Conditions.
<b>Manual Frequency Restoration Reserve</b>	Power reserve dispatchable in less than 13 minutes after a frequency control deviation. The corresponding Balancing Bids thus have a Mobilisation lead time of less than 13 minutes. The purpose of the Tertiary Rapid Reserve is as an addition to the Symmetric and Asymmetric Participations in the Automatic Frequency Restoration Reserve in order to restore the balance of the electricity system in less than 15 minutes.
<b>Replacement Reserve (RR)</b>	Active power Reserve available to restore or support the required level of FRR to be prepared in case of additional system imbalances
<b>Frequency Restoration Reserves (FRR)</b>	<p>Active power Reserves available to restore system frequency to the nominal frequency.</p> <p>There are two types of these reserves, distinguished by their mode of activation:</p> <ul style="list-style-type: none"> <li>- frequency restoration reserves with automatic activation (aFRR)</li> <li>- frequency restoration reserves with manual activation (mFRR)</li> </ul>
<b>Automatic Frequency Restoration Reserve</b>	Refer to the definition given in the Ancillary Services Terms and Conditions.

<b>Tertiary Reserve</b>	Power reserve that can be mobilised at a given time. The prior notice provided is compatible with the deadline applied.
<b>Balance Responsible Party or BRP</b>	Refer to the definition given in section 2 of the Terms and Conditions.
<b>Scheduling Agent</b>	Participant who conforms to the provisions of Article 1, 2, 3 and 4 of section 1 of the Terms and Conditions by signing a Participation Agreement for which the model is provided in Annexe 2.
<b>Week or W</b>	Period beginning on Saturday at 0:00:00, and ending on Friday at 23:59:59.
<b>Direction of the Bid</b>	Upward or downward direction of a Bid.
<b>Frequency Ancillary Services</b>	Refer to the definition given in the Frequency Ancillary Services Terms and Conditions.
<b>Site</b>	Establishment identified by its registration number in the French National Register of Companies and Establishments (SIRET number), as defined by Decree No. 73-314 of 14 March 1973. This decree created a national system of identification and a register of companies and their establishments. Otherwise the establishment identified by the place where the electricity is used or generated. A site is classed as a Generation Site, a Consumption Site or a Stationary Storage Facility. .
<b>Injection Site or Generation Site</b>	This is a Site: <ul style="list-style-type: none"> <li>– duly authorised pursuant to Article L.311-1 of the French Energy Code, 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 or a Detailed Data Service Contract has been signed; and</li> <li>– covering one or more Generation Units and, if relevant, one or more Auxiliaries.</li> </ul>
<b>Extraction Site or Consumption Site</b>	This is a Site: <ul style="list-style-type: none"> <li>– belonging to a User who extracts electrical energy, and</li> <li>– for which a Transmission System Access Contract, a Distribution System Access Contract, a Detailed Data Service Contract, a Single Contract or a Combined Contract has been signed; and</li> <li>– fully attached to a single Balance Responsible Party.</li> </ul>

<b>Profiled Consumption Site</b>	<p>This is a Consumption Site:</p> <ul style="list-style-type: none"> <li>– attached, directly or indirectly, to the PDS;</li> <li>– for which the consumption Load Curve is estimated by Profiling within the context of Section 2 of the Terms and Conditions; or</li> <li>– connected to a DSO applying, for this Consumption Site, simplified provisions for reconstitution of flows in accordance with annex D3 of section 2 of the Terms and Conditions and without a Metering Installation producing remotely-read Load Curves.</li> </ul>
<b>Remotely-Read Consumption Site</b>	Consumption Site equipped with a Metering Installation that produces Remotely-Read Load Curves by 10-Minute Period, the values from which are used for flow reconstitution for the purposes of section 2 of the Terms and Conditions to determine the site's consumption.
<b>Stationary Storage Site</b>	See definition for a Stationary Storage Site.
<b>RTE Website</b>	RTE's website, which can be found at the following address: <a href="https://clients.rte-france.com">clients.rte-france.com</a> and/or <a href="https://services-rte.com">services-rte.com</a> .
<b>Extraction</b>	Refer to the definition given in section 2 of the Terms and Conditions.
<b>Physical Extraction</b>	Refer to the definition given in section 2 of the Terms and Conditions.
<b>STEP</b>	Pumped Energy Transfer Period.
<b>System Reliability or Reliability</b>	Ability to maintain the System operating normally, limit the number of incidents, avoid major incidents and limit the consequences of major incidents when they do occur.
<b>SYGA</b>	<p>Application used for Scheduling and the Balancing Mechanism and which acts as the interface between RTE, the Balancing Service Provider and the Scheduling Agent. It allows:</p> <ul style="list-style-type: none"> <li>– the Balancing Service Provider to Submit, Modify and Withdraw Specific Bids, declare Bid Usage Conditions and where applicable Redeclare them;</li> <li>– RTE to provide Balancing Service Providers and Scheduling Agents with the different files described in the IS Terms and Conditions.</li> </ul>



<b>Information System (IS)</b>	RTE's information technology environment, which can be accessed by the Participant. It hosts RTE's applications and allows the Terms and Conditions to be executed. The IS can be accessed using a given connection method.
<b>Availability Rate</b>	<p>For the Balancing Scheduling and Mechanism: ratio of the total number of Gates, minus the number of unavailable gates, to the total number of Gates over the preceding 12 month period. If successive Gates are lost, the third and subsequent Gates lost are counted double in the indicator. A Gate processed in backup mode is not classed as unavailable.</p> <p>For the public indicators and information published on RTE's website: ratio of the number of Half-Hourly Intervals in which the information has been made available in nominal mode or in backup mode, to the total number of Half-Hourly Intervals over the preceding 12-month period.</p>
<b>Trend of the French electricity system</b>	Refer to the meaning given in Article 4.10.1.3.
<b>TOPASE</b>	<p>Application interface for Scheduling of the Balancing Mechanism between RTE, the Balancing Service Provider and the Scheduling Agent, allowing:</p> <ul style="list-style-type: none"> <li>- the Balancing Service Provider, from the implementation of the European platform for RR Standard Product Bids, to Submit, Modify, and Remove Standard RR Bids;</li> <li>- the Scheduling Agent, to Submit and Redecare Forecast Dispatch Schedules.</li> </ul>
<b>Transaction</b>	Import Transaction or Export Transaction.
<b>Export Transaction</b>	Refer to the definition given in the Imports/Exports Terms and Conditions.
<b>Import Transaction</b>	Refer to the definition given in the Imports/Exports Terms and Conditions.
<b>Stationary Storage Unit</b>	A set of stationary electricity storage equipment that allows electricity to be stored in another form and converted back to electrical energy while being coupled to public transmission systems.
<b>User</b>	Corporation or individual with a Transmission System Access Contract, a Distribution System Access Contract, a Detailed Data Service Contract, a Single Contract or a Combined Contract for use, in either injection or extraction, of the PTS or PDS.

<b>Variant</b>	<p>Calculation to determine the Reference Curve of the Remotely Read Consumption Site or of the Profiled BE in the case of the “historical consumption data” method. Four types of Variants are possible:</p> <ul style="list-style-type: none"> <li>– Average 10 days</li> <li>– Median 10 days</li> <li>– Average 4 weeks</li> <li>– Median 4 weeks</li> </ul> <p>Article 4.5.2.2.2.4.6 gives further details on these Variants</p>
<b>Volume Activated</b>	Refer to the definition given in Section 2 of the Terms and Conditions.
<b>Theoretical Expected Volume (V<sub>Et</sub>) of a BE</b>	Volume of balancing energy, Upward or Downward, linked to the product and to the volume activated by RTE on a BE, established for each 5-Minute Interval according to the terms of Article 4.6.2.1.
<b>Actual Expected Volume (V<sub>Ae</sub>) of a BE</b>	Volume of balancing energy, Upward or Downward, deducted from the best forecast of physical delivery of the BE, established for each 5-Minute Interval according to the terms of Article 4.6.2.2.
<b>Volume Attributed</b>	Refer to the definition given in section 2 of the Terms and Conditions.
<b>Market Volume</b>	Refer to the definition given in Article 4.6.2.3
<b>Volume Achieved (V<sub>a</sub>) of a BE:</b>	Volume of balancing energy obtained by comparing the BE's Load Curve with its Reference Curve, in accordance with the terms of Article 4.5.

## **2 GENERAL PROVISIONS**

### **2.1 Subject**

Section 1 of the Terms and Conditions defines the technical, financial and legal conditions that apply to the Scheduling, the Balancing Mechanism and the Recovery of Balancing Charges.

Practical implementation of these provisions may give rise to technical agreements between RTE or a DSO and the Participants.

### **2.2 Legal framework**

#### **2.2.1 The European regulation on electricity balancing**

The Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing (hereinafter, "European regulation on balancing") entered into force on 18 December 2017.

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

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

The European regulation on balancing also provides that all transmission system operators develop a proposal regarding the "terms and conditions for balancing services providers", as detailed in article 18 of the Regulation.

These Terms and Conditions on the Scheduling, the Balancing Mechanism and Recovery of Balancing Charges constitute the "terms and conditions for balancing services providers", as provided for in article 18 of the European regulation on balancing.

#### **2.2.2 The legal and national regulatory framework**

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

Concerning the Balancing Mechanism, article L. 321-10 stipulates that "the public transmission system operator ensures at all times that the system flow balance is maintained as well as the security, reliability and effectiveness of this system, taking into account any constraints on it. [...] To this end, the public transmission system operator may change the Forecast Dispatch Schedules stated in article L.321-9. Subject to any system constraints and obligations regarding reliability, security and quality of the public service of electricity, these changes take into account the merit order of the balancing proposals submitted to it. The selection criteria are objective and non-discriminatory. They are published."

Concerning the recovery of balancing charges, Article L.321-14 provides that the "public transmission system operator carries out the metering required to undertake its missions". Subject to contractual stipulations, the operator may, in light of imbalances observed between schedules and the costs associated with balancing operations, ask the users concerned to provide or accept financial compensation [...]"

Articles L. 321-10 and L. 321-14 establish that the terms and conditions for the presentation of schedules and balancing operation proposals, the criteria for choosing between the balancing proposals as well as the methods to calculate imbalances and financial compensation "are approved by the Energy Regulatory Commission".

### **2.2.3 Presentation of Section 1 of the Terms and Conditions**

There are two Sections in the Terms and Conditions relating to Scheduling, the Balancing Mechanism and Recovery of Balancing Charges:

- Section 1: Terms and Conditions relating to Scheduling, the Balancing Mechanism and Recovery of Balancing Charges
- Section 2: Terms and Conditions relating to the Balance Responsible Party system.

All of the Annexes are an integral part of the Terms and Conditions.

## **2.3 Conditions for revising section 1 of the Terms and Conditions**

Section 1 of the Terms and Conditions and its Annexes are revised according to the following procedure:

- At its own initiative or at the request of one or more members of the Market Access Committee, RTE draws up a draft revision to Section 1 of the Terms and Conditions;
- to draw up the draft revision to section 1 of the Terms and Conditions, RTE coordinates with the DSOs on the subjects concerning them and includes all of the stakeholders throughout the development of the proposal, taking into account their opinions;
- RTE notifies the draft revision to section 1 of the Terms and Conditions to the members of the CAM and the Participants;
- within a maximum period specified in this Notification and not less than one (1) calendar Month, the members of the CAM and the Participants may Notify their observations or counter-proposals to RTE: this is the consultation phase;
- after the deadline for the above-mentioned Notification of observations or counter-proposals, RTE draws up a new draft revision to section 1 of the Terms and Conditions and notifies it to the members of the CAM and the Participants. In the development of this new project, RTE takes into account observations from the interested parties, expressed during the consultation phase. RTE may refuse to take account of the observations or counter-proposals put forward and sent to it pending justification;

- RTE sends CRE the new draft, accompanied by the results of the consultation, and justifies the observations or counter-proposals not adopted;
- the CRE, in application of Article L.321-10 paragraph 3 of the French Energy code, approves the "rules for presenting balancing schedules and proposals and the criteria for choosing between the balancing proposals that are submitted to the public transmission system operator";
- the decision by which the CRE approves section 1 of the Terms and Conditions is published in the *Journal officiel* of the French Republic;
- within a period of 15 Business Days following approval by CRE, RTE:

draws up the final revised version of section 1 of the Terms and Conditions,

publishes on its Website the final revised version of section 1 of the Terms and Conditions, and the date on which the new version is to come into force,

Notifies each Participant and each DSO concerned by the revision, electronically with acknowledgement of receipt or, if the Participant or the DSO so requests, by registered letter with acknowledgement of receipt, that an amended version of section 1 of the Terms and Conditions is available on the RTE website, and also indicates its date of entry into force.

Revisions to Section 1 of the Terms and Conditions shall not affect the validity of the Participation Agreement signed by the Participant. This Agreement continues to apply and implies acceptance of the changes made in the revised version of the Terms and Conditions published on the RTE Website, without affecting the Participant's right to terminate its Participation Agreement. If the revised version of the Terms and Conditions should affect the technical agreements referred to in Article 2.1, the Parties shall meet in order to amend the said technical agreements accordingly.

The IS Terms and Conditions stipulate specific revision conditions which deviate from the procedure set out above.

## **2.4 Participation conditions**

### **2.4.1 Participation request**

Any legal person wishing to acquire the Status of Scheduling Agent and/or Balancing Service Provider must Notify RTE in a Participation Request. This Request must be drawn up using the form attached in Annexe 1, and all the documents required in the form must be attached to the Participation Request.

### **2.4.2 Processing participation requests and signing the Participation Agreement**

If the applicant wishes to acquire several Statuses, it signs a Participation Agreement with RTE for each of the Statuses sought.

If the Participation Request Notified to RTE is incomplete or fails to conform to requirements, RTE invites the applicant to provide the missing documents or information as quickly as possible, or to ensure that the request complies with the provisions laid down in the Terms and Conditions.

Checks will be carried out to ensure that the prerequisites defined in Article 4.1 are respected. If these checks show the Participation Request Notified to RTE to be complete and in conformity with requirements, RTE and the applicant sign the Participation Agreement. This Agreement is drawn up according to one of the models attached in Annexe 2 or in Annexe 3, as the case may be.

#### **2.4.3 Effective date and duration of the Participation Agreement**

The Participation Agreement signed by the Parties takes effect on the date specified in the terms of the Agreement provided that RTE has received the Participation Request, in accordance with requirements and accompanied by the necessary documents.

As from the date on which the Participation Agreement takes effect, the applicant becomes a Participant.

The Participation Agreement is signed for an indeterminate period and may only be cancelled according to the conditions laid down by the Terms and Conditions.

#### **2.4.4 Participant's commitments**

By signing a Participation Agreement, the Participant undertakes to respect the General Provisions and Specific Provisions of the Terms and Conditions relating to the Status specified in its Participation Agreement. It also undertakes to Notify RTE as early as possible of any change in the information sent to RTE, notably for the purposes of its Participation Request or Agreement.

#### **2.4.5 Access to RTE's Information System**

To be able to participate in Scheduling and/or the Balancing Mechanism, the Participant or the DSO accesses RTE's Information System and uses the Applications provided according to the conditions laid down in the IS Terms and Conditions. These Terms and Conditions may be consulted on RTE's Website.

In the Participation Agreement, the Participant designates the persons it authorises to act on its behalf, for the purposes of implementing the Terms and Conditions via each application available to it.

The Participant or the DSO acknowledges that it has and is aware of the IS Terms and Conditions which form an integral part of the Terms and Conditions.

##### *2.4.5.1 Tests relating to the Participant's Information System*

In order to be able to sign the Participation Agreement, the Participant must have taken part in tests relating to the Information System put in place by RTE.

Furthermore, wherever a change to the Terms and Conditions leads to modifications in the exchanges of information between RTE and Participants, RTE proposes new tests to the Participants concerned by the changes.

RTE informs Participants about test sessions at least one month beforehand. The Participants make every effort to take part in these tests.

RTE reserves the right to delay the implementation of a change if failure in tests by one or more Participants is liable to prevent RTE's operational process from functioning correctly.

#### *2.4.5.2 Implementation of backup modes*

In the event of a breakdown in the Information System, the Participant is informed of the implementation of Rescue Mode, in accordance with the conditions specifically described in Article 3.2.6 in the case of Scheduling, and Article 4.9 in the case of the Balancing Mechanism.

### **2.5 Assignment and transfer of the Participation Agreement**

The Participant may transfer its Participation Agreement as a Balancing Service Provider to a third party. For the transfer to be made to RTE (the party ceding), the Balancing Service Provider assignee must Notify RTE at least three (3) months before the effective date of the operation and sign an amendment to the Participation Agreement noting the transfer.

The assignment of the Participation Agreement does not result in the transfer of the assignor Balancing Service Provider's Balancing Perimeter to the assignee Balancing Service Provider. The transfer of the Balancing Perimeter must take place in accordance with the procedure outlined in Article 3.1.1. In particular, the Balancing Service Provider assignee shall enter into new Attachment Agreements and submit these to RTE at least thirty (30) days before the effective date of the assignment of the Participation Agreement.

As these are obligations arising under the Participation Agreement prior to the transfer of the Agreement, the Balancing Service Provider assignee and assignor are jointly and severally liable for its implementation.

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

In the event of an operation involving universal transfer of the Balancing Service Provider's assets (outgoing Balancing Service Provider) to another entity (the beneficiary Balancing Service Provider), the outgoing Balancing Service Provider Notifies RTE by registered letter with acknowledgement of receipt, at least three (3) months before the effective date of the operation. The Participation Agreement is automatically transferred to the beneficiary Balancing Service Provider, on condition that the latter signs an amendment to the Participation Agreement. The beneficiary Balancing Service Provider shall be liable for all amounts due by the outgoing Balancing Service Provider since the date of signing of the Participation Agreement by the outgoing Balancing Service Provider.

### **2.6 Intellectual property**

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

The Parties undertake not to make any claims to industrial or intellectual ownership of the information or tools provided or sent under the terms of the Participation Agreement.

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

## 2.7 Confidentiality

### 2.7.1 Nature of confidential information

In application of Articles L.111-72 and L.111-73 of the French Energy Code, RTE and the DSOs are required to uphold the confidentiality of economic, commercial, industrial, financial or technical information which, if revealed, would infringe the rules on free and fair competition and non-discrimination imposed by the law. A list of this information and the conditions for sending it to third parties are laid down by Articles R.111-26 et seq. of the French Energy Code.

For types of information not covered by these articles, each of the Parties and the DSOs concerned determine which ones, of any kind and in any form, they consider to be confidential and inform the other Party(ies) and DSO(s) concerned of the confidential nature of this information.

The information listed within the framework of Article 4.2, in particular that sent by the Balancing Service Provider to the DSO, is considered by the Parties and the DSOs to be confidential.

The notion of confidential information does not include:

- any information for which the party receiving the information (hereafter the "Receiving Party") can demonstrate:
  - that this information was in the public domain at the time it was sent by the party that communicated the information (hereafter the "Disclosing Party") or entered the public domain during this exchange, without the Receiving Party having breached its confidentiality obligations under the terms of the Terms and Conditions; or
  - that it was already aware of it prior to it being communicated by the Disclosing Party or that it developed it independently; or
  - that it is freed from its confidentiality obligations with regard to this information by means of prior written authorisation from the Disclosing Party; or
  - that the recipient obtained it lawfully from a third party other than by the violation of the provisions of this article.
- The public indicators of the Balancing Mechanism described in Article 4.10.1.

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

### 2.7.2 Content of the confidentiality obligation

For confidential information concerning the Participant that would be described as commercially sensitive information as per Articles R.111-26 et seq. of the French Energy Code, the Participant authorises RTE to disclose this information to third parties in accordance with the provisions of the French Energy Code. For confidential information under the terms of Article 2.7.1, not covered by the above-mentioned articles, the Parties authorise one another to pass on this information to third parties, where the said information needs to be passed on for the purposes of executing the Participation Agreement.



Concerning in particular the information that the Balancing Service Provider sends the DSO within the context of Article 4.2 and which concerns it, the receiving DSO can use it only for the execution of section 1 and cannot communicate it to third parties without prior written consent from the Balancing Service Provider.

Within this framework, the Parties, and if relevant the DSO concerned, guarantee that third parties receiving any information classed as confidential in the sense of Article 2.7.1 will offer the same confidentiality commitments as those defined in the present Article. To this end, the Receiving Party undertakes to ensure that its employees, sub-contractors and any other physical or legal entity it appoints to take part in the execution of the Participation Agreement, all respect the confidentiality of information that may be passed on to them. To achieve this, the said Party takes all useful steps and notably contractual steps. Moreover, it takes all appropriate measures to physically protect this information, including when archiving it. Each Party or the DSO concerned Notifies the other Party or DSO concerned as soon as possible of any breach or presumed breach of the obligations resulting from this Article.

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

In accordance with Article R.111-27 of the French Energy Code, the Public System Operators are authorised to communicate to the Demand Side Management Operators, for the Consumption Sites for which the DROs claim to have an agreement in line with the one provided for by Article 4.2.4.1.2, all of the data required for the identification, recording and certification of the load reductions performed on these Consumption Sites.

### **2.7.3 Duration of the confidentiality obligation**

The Parties, and if relevant the DSO concerned, undertake to respect the present confidentiality commitment for a period of three years following the expiry or cancellation of the Participation Agreement.

## **2.8 Liability**

RTE, the Participant and if relevant each DSO, are liable towards one another for all direct damages and certain financial and technical damages that they incur. In particular, each System Operator is liable towards the Balancing Service Providers for any damages resulting from the data that it provides or must provide to calculate the Volume Achieved of BEs or manage Balance Perimeters when this data is missing or incorrect.

However, RTE, the Participant and if relevant the DSO concerned are under no circumstances liable towards one another for indirect damages.

The Party or the DSO that considers that it has suffered damages informs the Party or the DSO that it deems liable by Notification, as soon as possible following their emergence.

In the context of the provision and publication of data by RTE, in accordance with the arrangements laid down in Article 4.10, the Balancing Service Provider and DSO are solely responsible for the use that they or, where relevant, the designated third parties make of the data provided and/or published by RTE. The use and dissemination of such data shall be the responsibility of the Balancing Service Provider and DSO, solely responsible for damages of any kind, direct or indirect, suffered by themselves or caused to a third party and arising out of or in connection with the use by them of such information.

## **2.9 Mandate for data exchanges**

Each DSO can assign implementation of all or part of data exchanges as per section 1 of the Terms and Conditions to a single representative with the status of DSO.

The DSO assigned remains liable for the damages resulting from fulfilment or non-fulfilment of all of the obligations contained in section 1 of these Terms and Conditions, notwithstanding the said mandate.

The mandate as set out in this Article is Notified to RTE according to the template given in Annexe 16.

## **2.10 Force majeure**

In accordance with Article 1218 of the French Civil Code, a "force majeure event" refers to any event outside the control of the obligor, which could not be reasonably foreseen when concluding the contract, the impact of which cannot be avoided by taking appropriate measures, and which makes it impossible to execute all or part of that Party's contractual obligations, temporarily or permanently.

The Party invoking a force majeure event sends Notification to the other Party as soon as possible, specifying the nature of the force majeure invoked and its probable duration.

The Party's contractual obligations, with the exception of the confidentiality obligation laid down in Article 2.7, are suspended for the duration of the force majeure, beginning from the moment when the force majeure first occurs. The Parties are not responsible for and are not obliged to repair damage incurred by either Party as a result of non-execution or faulty execution of all or part of their contractual obligations, caused by the force majeure.

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

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

## **2.11 Territorial application of the Terms and Conditions**

Participation Agreements and provisions of the Terms and Conditions apply in all parts of Metropolitan France. They have no effect in French overseas departments or territories or in Corsica.

## **2.12 Applicable language and law**

The Terms and Conditions and Participation Agreements are governed by French law.

Notwithstanding any translations that might be made of them, whether certified or not, the authentic language for interpretation or execution of the Terms and Conditions and Participation Agreements is French.

## **2.13 Settlement of disputes**

In the event of a dispute concerning the interpretation or execution of the Participation Agreement, its addenda and/or the Terms and Conditions, the Parties and if relevant the DSO concerned undertake to meet with the aim of identifying an amicable solution.

To this end, the requesting Party or the requesting DSO sends the other Party, and if relevant the DSO concerned, by way of a letter sent by registered post with acknowledgement of receipt, a Notification specifying:

- the reference of the Participation Agreement (title and date of signature);
- the object of the dispute;
- a request for a meeting to settle the dispute amicably.

If no agreement or response is received within 30 Days of the aforementioned Notification, an appeal can be made to the CRE by one of the Parties or by the DSO concerned, under the conditions laid down in Article L.134-19 of the French Energy Code.

Disputes between the Parties that are brought before a court, are referred to the Paris Commercial Court.

## **2.14 Operational exchange conditions**

The operational exchanges between the Parties and the DSOs defined in Articles 3, 4 and 5 take place according to the conditions defined by the IS Terms and Conditions and in Article 2.4.5 or according to the provisions set out in specific technical agreements previously signed between the Parties and the DSO.

Where exchanges are effected by telephone, RTE may be authorised to record the telephone conversations associated with its dispatches, in accordance with:

- authorisation from the Secretary General of National Defence;
- a regulatory decision creating automated systems for processing personal data, with recording of dispatches communicated by telephone. This decision must be published in the Official Bulletin of the Secretary of States for Industry's office, and taken after consultation with the National Commission for Information Technology and Civil Liberties.

These recordings are kept for a period of two months.

## **2.15 Rounding rules**

### **2.15.1 Rounding of calculated values**

Calculated values are systematically rounded to the number of significant figures established 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.

### **2.15.2 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 cent;
- if the third decimal is equal to 5, 6, 7, 8 or 9, the figure shall be rounded up to the nearest cent.

### **2.15.3 Rounding for RTE traceability**

The rounding rules for Balancing Start Time and Balancing End Time of Balancing Order are as follows:

- for BEs with hydraulic Generation Units:

minutes 0, 1, 2, 3 and 4 are rounded up to minute 5;

minutes 5, 6, 7, 8 and 9 are rounded up to minute 10.

- in other cases:

minutes 1, 2, 3 and 4 are rounded up to minute 5;

minutes 6, 7, 8 and 9 are rounded up to minute 10;

minutes 0 and 5 are unchanged.

The rounding rules for times for entry of technical performance and constraint Redeclarations, as referred to in Article 3.2.3.3.3, will be as follows:

- if the Redeclaration takes effect immediately:

minutes 0, 1, 2, 3 and 4 are rounded up to minute 5;

minutes 5, 6, 7, 8 and 9 are rounded up to minute 10.

- if the Redeclaration takes effect at times specified by the Scheduling Agent, these times are not rounded.

## **2.16 Suspension of the Agreement for Participation as a Balancing Service Provider in these Terms and Conditions**

The Agreement for Participation as Balancing Service Provider may be suspended by RTE in the following circumstances:

- the Balancing Service Provider's financial total, calculated according to Article 4.7.3.1.5.1, exceeds its outstanding authorised debt;
- the Balancing Service Provider has not paid the invoices issued by RTE pursuant to Article 4.7.3.1.6;
- the Balancing Service Provider has not settled invoices issued by RTE within the context of Article 4.6.1.5, to such an extent that the value of the outstanding invoices is greater than the one thousand euro (€1,000) threshold.

- the Balancing Service Provider has not paid the invoices issued by RTE pursuant to Article 4.8;
- the Balancing Service Provider exhibits a behaviour or actions that adversely affect or threaten the operation of RTE IS applications.

RTE Notifies suspension of the Agreement for Participation as Balancing Service Provider in the Terms and Conditions to the Balancing Service Provider.

Suspension of the Agreement for Participation as Balancing Service Provider in the Terms and Conditions comes into effect on the date of Notification by RTE.

The Bids Submitted by the Balancing Service Provider as of the date the suspension takes effect are not taken into Account by RTE and cannot therefore be Called.

This suspension is notified to the CRE and the DGEC by RTE. RTE Notifies the suspension of the Agreement for Participation as Balancing Service Provider's in the Terms and Conditions to the DSOs if the Balancing Service Provider's Balance Perimeter contains Consumption Sites connected to their networks.

Notwithstanding the suspension of its Participation Agreement, the Balancing Service Provider remains liable for the payment of any amount due for the Volumes Achieved based on Profiled or Remotely-Read Consumption BEs determined by RTE, and any invoices raised by RTE before the effective date of the suspension of the Participation Agreement, within the context of Article 4.6.

The Balancing Service Provider shall remedy the situation within two (2) Business Days from Notification of the Suspension. If the Balancing Service Provider has remedied the situation, RTE notifies the Balancing Service Provider of the lifting of the suspension and the continuation of the Participation Agreement no later than three (3) Business Days after receipt of the proof that the situation has been resolved by the Balancing Service Provider. RTE informs the CRE and the DGEC of the lifting to the suspension.

If the Balancing Service Provider fails to resolve the situation by two (2) Business Days from Notification of suspension by RTE, RTE may Notify the Balancing Service Provider with a formal notice, inviting the latter to remedy the situation within ten (10) Business Days. At the end of the ten (10) Business Days, the deadline given in the official notice, if the Balancing Service Provider still has not complied with its obligations, RTE may terminate the Participation Agreement under the conditions laid down in Article 2.17.

## **2.17 Cancellation of the Participation Agreement**

### **2.17.1 Cancellation by RTE**

#### *2.17.1.1 Conditions required*

RTE may cancel the Participation Agreement by sending a registered letter with acknowledgement of receipt in the following cases:

- a BE has failed to respect the conditions laid down in Article 4.6.1.2.4; or

- after formal notice sent to the Balancing Service Provider by RTE, to obtain the Bank Guarantee requested or to re-evaluate its Bank Guarantee and make a payment, covering its debt, to the Collection and Payment Fund, remaining without effect within the time allowed and given in the letter of formal notice; or
- following a Payment Incident, after official notice to pay the sums due to RTE Notified to the Participant, remaining without effect after ten (10) Days; or
- following the calling of the Bank Guarantee, after formal notice sent to the Balancing Service Provider by RTE, to Notifying RTE of a new Bank Guarantee complying with the provisions of Article 4.7.3.1.5.3.3, remaining without effect after the time allotted and given in the letter of formal notice; or
- after formal notice sent to the Balancing Service Provider by the System Operator Notifying it of the request, to send the contractual document in keeping with the format described in Article 4.2.4.1.2, remaining without effect after the time allotted and given in the letter of formal notice; or
- if (10) Working Days after the date of receipt by the Balancing Service Provider of the formal notice sent by RTE, following non-submission of Bids on the Balancing Mechanism for more than six (6) consecutive Months, the inactivity continues and if the Balancing Service Provider does not dispute the termination before the end of the dispute period given in the letter of formal notice; or
- after RTE's notice to the Balancing Service Provider to remedy its situation following the suspension of its activity in accordance with Article 2.16, has remained without effect after the deadlines set out in the official notice letter.

RTE Notifies the termination of the Participation Agreement to the DSOs to which the Sites making up the Participant's perimeter are connected.

The termination takes effect as of the date of Notification of the Participant by RTE.

#### *2.17.1.2 Notice and Termination Procedure*

RTE sends official notice to the Balancing Service Provider by registered letter with acknowledgement of receipt. It specifies the legal reason for the official notice and the deadline for remedy of the situation.

For all official notices Notified by RTE to a Balancing Service Provider, RTE also informs the DSOs concerned by sending a copy of the official notice and reserves the right to inform the DGEC and the CRE.

If this is remedied within the time limit set out in the official notice, RTE shall Notify the Balancing Service Provider by registered letter with acknowledgement of receipt of the continuation of the contract and inform the DSO concerned and, where appropriate, the DGEC and the CRE.

If the situation has not been remedied within the time limit established following official notice, RTE shall notify the Balancing Service Provider, by registered letter with acknowledgement of receipt, of the termination of its Participation Agreement, specifying the legal reason for the termination and the effective date of the termination. A copy of this notice of termination of the Participation Agreement shall be sent at the same time to the other concerned parties.

- RTE shall also keep the DGEC and CRE informed of this, not later than the first Business Day following the effective date of termination;
- where applicable, the relevant foreign TSOs;

#### **2.17.2 Cancellation by a Participant**

The Participant may cancel its Participation Agreement at any time, by sending RTE Notification by registered post with acknowledgement of receipt. Cancellation takes effect after a period of ten (10) Days following this Notification. This 10-Day period may be reduced by agreement between the Parties, in the event that the Participant is on the verge of ceasing all activities.

In the event of failure by RTE to comply with its obligations under these Terms and Conditions, the Participant sends a registered letter with acknowledgement of receipt to RTE, giving notice to comply with its obligations. On expiry of the above period of ten (10) Days following the official notice, if RTE continues to be in non-compliance with its obligations, the Participant may terminate its Participation Agreement by sending a registered letter with acknowledgement of receipt. The Participation Agreement is then terminated immediately upon receipt by RTE of a registered letter with acknowledgement of receipt informing it of the termination.

The Participant Notifies the termination of its Participation Agreement to the DSOs to which the Sites making up its perimeter are connected.

#### **2.17.3 Cancellation in the event of Force Majeure**

In the event of a Force Majeure Event, each Party is entitled to cancel the Participation Agreement according to the conditions stipulated in Article 2.10.

The Party initiating the termination sends Notification of the termination of the Participation Agreement to the DSOs to which the Sites making up the affected Participant's perimeter are connected.

#### **2.17.4 Consequences arising from cancellation of a Participation Agreement**

In the event of cancellation, each of the Parties pays the other the amounts owing to them, within a period of 15 Days following cancellation. Notwithstanding termination of its Participation Agreement, the Participant remains liable to RTE for any sums invoiced by RTE and relating to a period prior to the effective termination date. Consequently, the Participant recognises that in application of Section 1, RTE will send it the invoices for the period after the effective termination date, which the Participant must pay. To this end, the Participant undertakes to notify any change in the contacts given in Annexe 2 or Annexe 3.

In the same way, RTE remains liable for payment to the Participant of the sums due in application of Section 1 for the period prior to the date the termination took effect.

### 3 SCHEDULING

In application of Articles L321-9 and L322-9 of the French Energy Code and to ensure access in technical terms to the network, the Generators establish call Schedules for each installation connected to the Public Transmission system, and when they are not marginal, for each installation connected to the Public Distribution System. These Forecast Dispatch Schedules specify the quantities of electricity to be delivered one day in advance as well as the Automatic Reserves that will be made available for RTE if relevant. They can be updated to intraday.

The perimeter of non-marginal installations is set by order of the French Minister of Energy.

The Generation Sites connected to the PTS must link up to a Scheduling Perimeter. Generation Sites connected to the PDS offering Implicit Bids and Stationary Storage Facilities connected to the PDS and PTS and wishing to participate in the Balancing Mechanism or participating in Automatic Reserves must join a Scheduling Perimeter. Consumption Sites wishing to provide Frequency Ancillary Services must also join a Scheduling Perimeter.

Forecast Dispatch Schedules of Sites belonging to a Scheduling Perimeter are transmitted directly to RTE.

Moreover, Generation Sites connected to the PDS with non-marginal generation facilities, regardless of whether they participate in the BM, must transmit their Forecast Dispatch Schedule to the DSO they are connected to. Based on this declarative data and information it provides for the other generation installations, the Rank 1 DSO establishes an Aggregated Forecast Dispatch Schedule which it transmits to RTE in compliance with Article 3.3.

Finally, Consumption Sites participating in the provision of Frequency Ancillary Services must transmit their Forecast Dispatch Schedule to RTE in order to specify the quantities of frequency containment reserves and automatic frequency restoration reserves which they plan to provide to the system.

This Article and the Annexes to the Terms and Conditions define (i) the contract preparation conditions for Scheduling Agents, (ii) the terms for sending Schedules to RTE and (iii) the operational exchanges between the Scheduling Agent and RTE, between the Frequency Ancillary Services Provider and RTE, as well as between the Rank 1 DSO and RTE.

If necessary, specific technical agreements are established between RTE and the Scheduling Manager.

#### 3.1 Status as a Scheduling agent

To become a Scheduling Agent, a legal entity must:

- have transmitted to RTE as a test, a Forecast Dispatch Schedule using the TOPASE System in accordance with Article 3.2.2 and the IS Terms and Conditions; and
- sign a Participation Agreement to the Terms and Conditions, in accordance with the model given in Annexe 2.

#### 3.2 Scheduling of the installations connected to the PTS or PDS participating in the



## **balancing of the power system**

### **3.2.1 Scheduling Perimeter**

#### *3.2.1.1 Creating the Scheduling Perimeter*

Each Scheduling Agent has a unique Scheduling Perimeter. A Scheduling Perimeter is made up of a set of Scheduling Entities and Extraction type Scheduling Entities for which the Scheduling Agent transmits the Forecast Dispatch Schedules in accordance with Article 3.2.2. The Scheduling Entities and Extraction type Scheduling Entities are declared by the Scheduling Agent using the model given in Annexe 5.

A Scheduling Entity is composed of:

- either Generation Units:
  - attached to the same Balance Responsible Party; and
  - located on the same Generation Site and geographically close. At the justified request of the Scheduling Agent and following the agreement of RTE, the Generation Units making up a BE may exceptionally be located on different Generation Sites;
- or Stationary Storage Units:
  - attached to the same Balance Responsible Party; and
  - located on the same Stationary Storage Facility and geographically close. At the reasoned request of the Scheduling Agent and following the RTE agreement, the Stationary Storage Units, which constitute a Scheduling Entity, may exceptionally be located on different Storage Facilities.

The attachment to a Scheduling Perimeter of a Generation Unit belonging to a Site or Stationary Storage Unit belonging to a Stationary Storage Facility for which the Transmission or Distribution System Access Contract has not been signed by the Scheduling Agent, is subject to RTE having received the Attachment Agreement, in accordance with the model in Annexe 6, duly signed between the representative of the Scheduling Agent and the User or its representative for the Generation Unit or Stationary Storage Unit.

A Consumption Scheduling Entity is composed of:

- one or several Consumption Sites qualified for the provision of frequency ancillary services
- located exclusively on the Transmission System or exclusively on the Distribution System

in accordance with the set of rules in Article 4.2 of the Frequency Ancillary Services Terms and Conditions.

The Reserve Provider of a Consumption type Reserve Providing Group must declare itself the Scheduling Agent for all of the Consumption Sites comprising the Consumption type Reserve Providing Group.

A Consumption Site can only belong to one Consumption SE within a Scheduling Perimeter.

Up to a date C notified by RTE to Reserve Providers one (1) Month in advance, a Consumption type

Reserve Providing Group must correspond to a single Consumption SE and both entities must bear the same name.

### *3.2.1.2 Changes to the Scheduling Perimeter*

#### *3.2.1.2.1 Evolution of the makeup of a Scheduling Entity*

A User may request that one of its Generation Units or Stationary Storage Units be withdrawn from the Scheduling Perimeter by Notifying RTE of this change, along with the identity of the newly designated Scheduling Agent. Unless it designates itself as Scheduling Agent, it attaches to the said Notification an Attachment Agreement drawn up in accordance with the model included in Annexe 6, duly signed by both itself and the new Scheduling Agent.

If RTE receives this Notification at least 10 Working Days before the end of Month M, the change to the Scheduling Perimeter takes effect on the first Day of Month M+1. If the Notification is received less than 10 Working Days before the end of Month M, the change to the Scheduling Perimeter takes effect on the first Day of Month M+2.

Within a period of 5 Working Days of receiving the Notification sent by the User, RTE Notifies the Scheduling Agent for the Perimeter to which the Scheduling Entity was attached of the withdrawal of the Scheduling Entity concerned from its Scheduling Perimeter, together with the date on which this withdrawal is to take effect.

#### *3.2.1.2.2 Requests for withdrawal of a SE submitted by a Scheduling Agent*

During the execution of a Participation Agreement, the Scheduling Agent may Notify RTE of the withdrawal of a Scheduling Entity from its Scheduling Perimeter.

If RTE receives this Notification at least 10 Working Days before the end of Month M, this withdrawal takes effect on the first Day of Month M+2. If RTE receives this Notification less than 10 Working Days before the end of Month M, the withdrawal takes effect on the first Day of Month M+3.

Within a period of 5 Working Days of receiving Notification from the Scheduling Agent, RTE Notifies the User concerned of the withdrawal of the Scheduling Entity from the Scheduling Perimeter to which it was attached, together with the date on which this withdrawal is to take effect.

#### *3.2.1.2.3 Request to add or remove a Consumption type Scheduling Entity*

The evolution of Consumption type Reserve Providing Groups of the Reserve Provider's Reserve Perimeter is done in accordance with Frequency Ancillary Services Terms and Conditions.

This evolution requires that the Scheduling Agent also request the change in accordance with the Consumption Scheduling Entities of its Scheduling Perimeter.

### *3.2.1.3 Scheduling Entity in the Test Phase*

On the request of RTE only, a Scheduling Entity connected to the PTS in a Test Phase must be registered in the Scheduling Perimeter of the Scheduling Agent designated in the PTS Access Contract. The designated Scheduling Agent is required to establish and send Forecast Dispatch Schedules.

Forecast Dispatch Schedules are sent for information purposes and are established on the basis of data available to the Scheduling Agent. The Scheduling Agent undertakes to make every effort to guarantee the quality of the Scheduling.

### **3.2.2 Forecast Dispatch Schedule**

Forecast Dispatch Schedules are sent by the Scheduling Agent and are used by RTE to identify Congestion, estimate Required, Available and Operational Margins published on the RTE Website and, where appropriate, to alert the government as per the PTS specifications.

#### *3.2.2.1 Content of the Forecast Dispatch Schedule*

In accordance with the IS Terms and Conditions, a Forecast Dispatch Schedule transmitted to RTE by a Scheduling Agent must contain the information given below, for each of its Scheduling Entities and Consumption type Scheduling Entities in its Scheduling Perimeter:

- i. name of the entity;
- ii. Delivery Day concerned;
- iii. forecast active power time series, in MW;
- iv. forecast time series, in MW, of the Participation in the Upward Frequency Containment Reserve;
- v. forecast time series, in MW, of the Participation in the Downward Frequency Containment Reserve;
- vi. forecast time series, in MW, of the Participation in the Upward Automatic Frequency Restoration Reserve;
- vii. forecast time series, in MW, of the Participation in the Downward Automatic Frequency Restoration Reserve.

The values of the five power time series of an entity are established at 1/1000th of a MW.

The resolution of the time series is five (5), fifteen (15) or thirty (30) minutes. For each SE and Consumption Scheduling Entity constituting its Scheduling Perimeter, the Scheduling Agent informs RTE of the resolution of its Forecast Dispatch Schedule. For a delivery day D, the change in resolution must be declared no later than D-8 at 23:59, in accordance with the IS Terms and Conditions. If there is no declaration, the resolution of the Forecast Dispatch Schedule is set to 30 minutes.

In the case of a Standard RR Bid formulated by a Balancing Service Provider on a BE made up of Scheduling Entities, the resolution of the power time series is five (5) minutes.

The IS Terms and Conditions specify the composition of each power time series for the declarations and redeclarations made in accordance with the conditions laid down in Article 3.2.2.3 as well as the consistency of the time series for the Delivery Days concerned by the transition to winter time and the transition to summer time.

If RTE receives several successive Forecast Dispatch Schedules with the same information (i, ii), the successive changes to the values (iii, iv, v, vi, vii) constitute updates of the Forecast Dispatch Schedules. The last Forecast Dispatch Schedule accepted will prevail, replacing the previously accepted Forecast Dispatch Schedules.

### 3.2.2.2 Conditions for Approval of a Forecast Dispatch Schedule

The cumulative conditions for approval of a Forecast Dispatch Schedule are the following:

- i. The Forecast Dispatch Schedule contains all the information listed in Article 3.2.2.1;
- ii. The Scheduling Agent, or for the Extraction type Reserve Entities the Ancillary Services Provider, holds a Participation Agreement valid at the earliest until the Delivery Date concerned;
- iii. the Forecast Dispatch Schedule respects the conditions and formalities described in the IS Terms and Conditions;
- iv. the forecast active power time series only contains the values established at 1/1000th of a MW;
- v. the time series for Participation in the Frequency Containment Reserve or Automatic Frequency Restoration Reserve only present positive values established at 1/1000<sup>th</sup> of a MW or null values;
- vi. the time of receipt by RTE of the Forecast Dispatch Schedule must be between 00:00 on D-7 included and 22:00 on D excluded for a Delivery Day D;
- vii. if the Delivery Day is Day D, the five power time series must not modify the power values scheduled prior to the next Gate Closure time plus the Neutralisation Lead Time;
- viii. the resolution of the five power time series is consistent with the resolution specified by the Scheduling Agent to RTE in application of Article 3.2.1;
- ix. the five power time series are compatible with the declarations of performances and technical constraints valid at the Gate Closure concerned;
- x. the power time series for the Forecast Dispatch Schedule must not countermand Balancing Orders issued by RTE for the associated BE, where the Reason for these Orders is to deal with Congestion or reconstituting reserves and where the Deactivation Time of at least one of these Balancing Orders has been specified and has not yet passed;

The conditions to be met for the approval of the Forecast Dispatch Schedule depend on the due date:

- For an initial declaration at D-1: see Article 3.2.2.3.1;
- For an intraday declaration: see Article 3.2.2.3.2;

### 3.2.2.3 Process for declaration of Forecast Dispatch Schedules

#### 3.2.2.3.1 Initial Declaration at D-1

The scheduling system is made up of three (3) Gate Closures at D-1 positioned at 12:30, 15:00 and at the System Access Deadline.

- **Before 12:30, then before 15:00:** The Scheduling Agent submits to RTE from 0:00 at D-7 and before 12:30 at D-1, for information purposes, a Forecast Dispatch Schedule as defined in Article 3.2.2.1 stating the forecast active power time series for each entity included in its Scheduling Perimeter. The Scheduling Agent repeats this action before 15:00 at D-1 for D. The Scheduling Agent undertakes to make every effort to take into account all of the information it has at the time of D-1 in the forecast active power generation values submitted at 12:30 then 15:00. RTE may contact the Scheduling Agent to obtain information about the production of forecast active power time series.
- **Before the System Access Deadline:** The Scheduling Agent sends RTE a Forecast Dispatch Schedule, as defined in Article 3.2.2.1, no later than the System Access Deadline on D-1 for each entity included in its Scheduling Perimeter.

From receipt of a Forecast Dispatch Schedule by RTE, RTE verifies that conditions (i) to (viii) are met, as defined in Article 3.2.2.2. If one of these criteria is not met, RTE informs the Scheduling Agent of the rejection of the Forecast Dispatch Schedule and the reason for the rejection. The rejection of a Forecast Dispatch Schedule consequently leads to the rejection of all of the associated power time series for this scheduling entity.

Then, at the time of Gate Closure on D-1 following the time of receipt, RTE verifies that the condition (ix) is respected:

- if this condition is not met, RTE informs the Scheduling Agent of the rejection of the Forecast Dispatch Schedule and the reason for the rejection.
- if this condition is met, the initial Forecast Dispatch Schedule or its update is Accepted, and the Forecast Dispatch Schedule is consequently taken into account by the Scheduling Agent and by RTE.

If the Schedule is not transmitted by the prescribed deadline, the Parties discuss in order to agree upon the measures to be taken. If at the end of this step, the Scheduling Agent has not sent a Forecast Dispatch Schedule for a Delivery Day D for one or several entities of its Scheduling Perimeter, the Forecast Dispatch Schedule time series tracked by RTE for the entities concerned are equal to zero.

#### *3.2.2.3.2 Redclarations of intraday Forecast Dispatch Schedules*

The scheduling system is composed of twenty-four (24) intraday Gate Closures of redeclarations positioned on the hour. The first intraday Gate Closure for the day D is the 23:00 Gate Closure on D-1. The last intraday Gate Closure for the day D is the Gate Closure of 22:00 on D. The Neutralisation Lead Time is one (1) hour.

The Scheduling Agent updates the power time series values after the next Gate Closure hour plus the Neutralisation Lead Time by submitting a new declaration of the Forecast Dispatch Schedule to RTE. On receipt of an update to the Forecast Dispatch Schedule, RTE verifies that all of the conditions (i) to (viii) of Article 3.2.2.2 are met. If one of these criteria is not met, RTE informs the Scheduling Agent of the rejection of the update to the Forecast Dispatch Schedule and the reason for the rejection. The rejection of the update to a Forecast Dispatch Schedule leads to the rejection of all of the power time series associated with the Forecast Dispatch Schedule.

Then at the time of the next Gate Closure following receipt of a Forecast Dispatch Schedule and no later than fifteen minutes after the latter, RTE verifies that the conditions (ix) and (x) of Article 3.2.2.2 are met:

- If one of the two conditions is not met, RTE informs the Scheduling Agent of the rejection of the Forecast Dispatch Schedule and the reason for the rejection. The rejection of a Forecast Dispatch Schedule leads to the rejection of all of the associated power time series for this Scheduling Entity.
- If they are respected, the update of the Forecast Dispatch Schedule is then Accepted, consequently modifying the Forecast Dispatch Schedule for the period following the Neutralisation Lead Time.

If a Gate is processed in Backup Mode, the deadline for verifying Forecast Dispatch Schedule Redclarations is 20 minutes.

### 3.2.2.3.3 *Handling of potential delays in the publication of the daily market results*

In the event that all of the designated NEMOs in France publish their results at a time T later than 13:05, the schedules for the processes defined in Article 3.2.2.3.1 are modified as follows.

#### **Case 1. 13:05 < H ≤ 13:45**

- *Before H + 2:00*: Submission by the Scheduling Agent of the second forecast active power Time Series at the Half-Hourly Interval for each SE
- *Before H + 3:30*: Submission by the Scheduling Agent of the following elements:

Final Forecast Dispatch Schedules,

Declaration of Performance and Technical Constraints,

Balancing Bids,

Usage Conditions for Bids.

#### **Case 2. 13:45 < H ≤ 14:00**

- *Before 15:45*: Submission by the Scheduling Agent of the second forecast active power Time Series for each SE
- *Before 17:15*: Submission by the Scheduling Agent of the following elements:

Final Forecast Dispatch Schedules,

Declaration of Performance and Technical Constraints,

Balancing Bids,

Usage Conditions for Bids.

#### **Case 3. 14:00 < H ≤ 14:30**

- *Before H + 1:45 and no later than 16:00*: Submission by the Scheduling Agent of the second forecast active power Time Series for each SE
- *Before 17:15*: Submission by the Scheduling Agent of the following elements:

Final Forecast Dispatch Schedules,

Declaration of Performance and Technical Constraints,  
Balancing Bids,  
Usage Conditions for Bids.

For the three afore-mentioned cases, RTE Notifies the operational contacts on D-1 mentioned in the Participation Agreement relating to the Terms and Conditions, by email and as soon as possible, of the times of the various transmissions.

These timetables are rounded up to the nearest 5 minutes.

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

#### *3.1.2.4 Handling of Forecast Dispatch Schedule inconsistencies*

If RTE observes an inconsistency between the Forecast Dispatch Schedule and the declaration of performances and technical constraints in accordance with Article 3.2.3, and/or, if applicable, the Bid Usage Conditions of the BE concerned in accordance with Article 4.3.1.1, and/or the commitments made within the context of advance contracting, RTE informs the Scheduling Agent. If this was detected by the Scheduling Agent, it informs RTE.

- If the inconsistency is observed on D-1 after the System Access Deadline and before 23:00: the Scheduling Agent and RTE agree:

either of the need for the Scheduling Agent to submit electronically to RTE the Forecast Dispatch Schedule including the correction as soon as possible. The Scheduling Agent undertakes to modify in this file only the Forecast Dispatch Schedule of the BE on which the anomaly was detected;

or to correct the anomaly at the following 23:00 intraday Gate Closure.

- If the inconsistency is detected intraday, the Scheduling Agent is required to Notify RTE that this inconsistency has been corrected within 15 Minutes following RTE's request. If this is not done, RTE reserves the right to correct the Forecast Dispatch Schedule.

#### *3.2.2.5 Implementing Forecast Dispatch Schedules*

The Scheduling Agent must:

- must implement in an identical manner Forecast Dispatch Schedules or updates to Forecast Dispatch Schedules that have been accepted by RTE.
- must not implement Forecast Dispatch Schedules or updates to Forecast Dispatch Schedules that have been rejected by RTE.

The implementation of Forecast Dispatch Schedules or updates to Forecast Dispatch Schedules must take account of balancing operations already sent by RTE.

The expected behaviour of a SE at a time interval for which the accepted Forecast Dispatch Schedule plans a variation of active power in relation to the previous time interval is the following: the SE begins the variation of active power at the start of the time interval to reach the target value entered in the accepted Forecast Dispatch Schedule and reaches the target value at the earliest, and in any case before the end of the time interval for which the variation is planned.

If RTE does not provide the restitution file of updates to Forecast Dispatch Schedules acceptance and/or rejection intraday at a Gate G or in case of cancellation of a Gate Closure, the Scheduling Agent will not implement the Redclarations submitted at the last Gate G-1 and must quickly contact RTE by telephone. Similarly, if RTE observes a problem with the provision of the restitution file of Forecast Dispatch Schedule Redclaration acceptances and/or rejections, RTE must quickly contact the Scheduling Agent by telephone.

The Forecast Dispatch Schedule of a Scheduling Entity containing Generation Units for which output is classed as beyond control because of the technology in use or operating constraints, reflects the Scheduling Agent's most accurate view of generation forecasts for the various facilities.

Moreover, in the case of significant discrepancies between the achieved and Forecast Dispatch Schedule transmitted to RTE by a Scheduling Agent for its Scheduling Entities for which output is classed as beyond control because of the technology in use or operating constraints, a feedback review is carried out between RTE and the Scheduling Agent to identify the origin of the discrepancies and to determine possible means of improvement.

Any deviation from these conditions which may endanger the reliability of the power system shall be identified and studied in detail by RTE in conjunction with the Scheduling Agent.

#### *3.2.2.6 Traceability of Forecast Dispatch Schedules*

RTE builds the Forecast Dispatch Schedules at 5-minute intervals in the case where the resolution of the Forecast Dispatch Schedule transmitted by the Scheduling Agent differs from 5 minutes.

These schedules, composed of five time series, known as Forecast Dispatch Schedules tracked by RTE, are established based on Forecast Dispatch Schedule Time Series at fifteen (15) minute or thirty (30) minute intervals Accepted by RTE. For every 5-Minute Interval of the Forecast Dispatch Schedule tracked by RTE, the power of that Interval is equal to the power declared over the fifteen (15) minute or thirty (30) minute intervals in which that 5-Minute Interval is included.

### **3.2.3 Technical constraints and performances**

#### *3.2.3.5 Declaration of technical constraints and performances*

The Scheduling Agent declares the performances and technical constraints of the Generation Units of all the SEs included in the Scheduling Perimeter. This declaration must, as a minimum, include the information listed below:

- highest and lowest possible values of active power, Minimum Power, MAP and application time slots where limits apply;
- availability for participation in Frequency containment reserve, corresponding volume of power and any lack of availability;
- availability for participation in Automatic frequency restoration reserve, corresponding volume of power and times of any lack of availability;



- availability for participation in voltage regulation and any limits on possibilities of absorption and supply of reactive power;
- any tests planned with indications of the times and the resulting limits on performance;
- temporary dynamic and piloting constraints, notably the possibility of stoppages, particularities concerning start-up and shutdown times, running thresholds to be respected;
- constraints specific to hydroelectric Generation Units, such as admissible and initial values characterising the performances associated with the state of drops (number of groups, extreme or imposed operating points, etc.);
- prior notice times for Generation Units available during stoppage;
- provisional deadlines for return to availability for unavailable Generation Units.

#### *3.2.3.2 Transmission of the declaration of technical constraints and performances*

##### *3.2.3.3 Early transmission*

No later than 12:30 on D-1 for D, the Scheduling Agent sends RTE its forecasts regarding the information defined in Article 3.2.3.5 on the performances and technical constraints of Generation Units within its Scheduling Perimeter.

These forecasts are established on the basis of the information available to the Scheduling Agent at this point in time on Day D-1.

##### *3.2.3.3.1 Transmission at the System Access Deadline*

No later than the System Access Deadline on D-1 for D, the Scheduling Agent sends RTE the declaration of performances and technical constraints for its Generation Units, including the information specified in Article 3.2.3.5.

If the Schedule is not transmitted by the deadline specified in the paragraph above, the Parties meet in order to agree upon the measures to be taken.

If the Parties are unable to reach agreement, by default RTE accepts the last declaration transmitted by the Scheduling Agent.

The format and procedure for transmission of performances and technical constraints must comply with the IS Terms and Conditions.

##### *3.2.3.3.2 Redeclarations at Gate Closures of the performances and technical constraints*

The Scheduling Agent may, after the System Access Deadline, redeclare its technical constraints and performances, by means of Redeclarations submitted at one of the 24 intraday Gate Closures positioned on the hour.

The first intraday Redeclaration Gate Closure for the day D is the 23:00 Gate Closure on D-1.

On Days on which the official time changes (from winter to summer time and vice versa), the 2:00 Gate Closure is not open.

A Redeclaration includes the following information:

- the designated Scheduling Agent and SE;
- time period for applying the modification;
- new value requested for the application period;
- nature of the element modified.

If RTE observes a clear inconsistency in the declaration of performances and technical constraints and/or, if applicable, the Bid Usage Conditions of the BE associated with the SE involved, it advises the Scheduling Agent. The Scheduling Agent is then required to Notify RTE that this inconsistency has been corrected within 15 Minutes following RTE's request. If this is not done, RTE reserves the right to correct the technical constraints and Bid Usage Conditions.

#### *3.2.3.3.3 Redeclarations of technical constraints and performances outside Gate Closures*

The Scheduling Agent redeclares, by email, fax or telephone, its Schedule and/or technical constraints and performances, outside the Gate Closure mechanism and without a Neutralisation lead time and, more generally, outside the rules set out in Articles 3.2.3.3.1 and 3.2.3.3.2. It may do so in the following cases:

- technical problem beyond the control of the Generation Unit or order from the reliability authority. The Redeclaration must be transmitted as soon as it becomes known to the Scheduling Agent. The Scheduling Agent Notifies RTE of the time required to restore the Generation Unit or performance as soon as it has identified this time,
- return to availability of a Generation Unit: the Redeclaration must be transmitted as soon as it becomes known to the Scheduling Agent and modifications to deadlines for return to availability must be Redeclared as soon as they are known by the Scheduling Agent,
- hydraulic supply not controlled by the Generator,
- Asynchronous Influencing.

At RTE's request, the Scheduling Agent Notifies RTE of all the elements justifying the technical constraint that led to the Redeclaration.

RTE takes responsibility for the traceability of Redeclarations of technical constraints and performances and their potential impact on the Forecast Dispatch Schedule (and the Final Dispatch Schedule traced by RTE). Consequently, the formulation of Redeclarations of technical constraints and performances by the Scheduling Agent must be sufficiently explicit, notably concerning power, Ancillary Services and duration.

The transmission by the Scheduling Agent of the end of the technical contingency implies, in the absence of any other information, a return to the last Final Dispatch Schedule transmitted to the SE concerned.

### **3.2.4 Final Dispatch Schedule**

The Final Dispatch Schedule followed by a SE corresponds to the first Forecast Dispatch Schedule received for that SE on D-1 (see Article ), subsequently amended to include any Forecast Dispatch Schedule Redeclarations Accepted by RTE and/or Redeclarations of technical constraints and performances and/or Activations of Balancing Bids by RTE and/or Immediate Implementation Orders.

The Final Dispatch Schedule followed by a group of Sites not making up a Scheduling Entity and belonging to a BE corresponds to the expected operation by RTE for this group of Sites after Activation of a Balancing Bid on the BE. In this case, the active power of the Final Dispatch Schedule time series describes the expected power following the Balancing Orders on the BE made up of all of the Sites concerned.

#### *3.2.4.1 Compliance with the Final Dispatch Schedule by the Scheduling Agent*

The Scheduling Agent is required to ensure compliance with the Final Dispatch Schedules of SEs and of sets of Sites not making up a SE and belonging to a BE.

If this is impossible, it must inform RTE as soon as possible, by means of Redeclarations of technical constraints and performances as per Article 3.2.3.3.3.

Whilst awaiting further instructions from RTE, it is required to comply with the Final Dispatch Schedule triplet, in decreasing order of priority:

- its Symmetric or Asymmetric Participation in the Frequency Containment Reserve;
- its Symmetric or Asymmetric Participation in the Automatic Frequency Restoration Reserve;
- its Scheduled power.

Whenever possible, RTE monitors compliance with the Final Dispatch Schedule in real-time, and may contact the Scheduling Agent in the event of a significant deviation. The conditions for monitoring Symmetric or Asymmetric Participations in the Frequency Containment and Automatic Frequency Restoration Reserves and the actions undertaken by RTE in the event of an imbalance in the said Participations in relation to the Final Dispatch Schedule are established in the Ancillary Services Terms and Conditions.

Activation of a Standard RR Bid associated with a BE must not lead to a decrease in Symmetric or Asymmetric Participation in Frequency Containment Reserves and Automatic Frequency Restoration Reserves of the Final Dispatch Schedule of SEs belonging to this BE compared to the values entered by the Scheduling Agent in the Forecast Dispatch Schedule of SEs belonging to this BE with the exception of conflicting provisions referred to in Article 8.2.

#### *3.2.4.2 Transmission of the Final Dispatch Schedule by the Order Recipient*

The set of rules laid down by this Article are applicable:

- from a date M, which will be Notified by RTE to all Balancing Service Providers with a notice period of two (2) Months, for Standard RR Bids;
- from a date M', which will be Notified by RTE to all Balancing Service Providers with a notice period of two (2) Months, for Specific Bids;

In accordance with the provisions of the IS Terms and Conditions, the Balancing Service Provider

declares, for each BE, whether or not the Order Recipient transmits one or several Final Dispatch Schedules after receiving a Balancing Order for a Standard RR Bid on the BE. The Balancing Service Provider is required to submit this declaration before sending any Standard RR Bid to the BE.

In accordance with the provisions of the IS Terms and Conditions, the Balancing Service Provider declares, for each BE, whether or not the Receiver of the Order transmits one or several Final Dispatch Schedules after receiving a Balancing Order for a Specific Bid for the BE. The Balancing Service Provider is required to submit this declaration before sending any Specific Bid to the BE.

If no declaration is received from the Balancing Service Provider, RTE considers that the Receiver of the Order has not submitted a Final Dispatch Schedule on receipt of a Balancing Order.

The Balancing Service Provider declaration may be amended up to D-2 23:59.

In this case, all of the following terms apply:

- one or several Final Dispatch Schedules are transmitted to RTE by the Order Recipient for each Balancing Order transmitted by the TAO system, within two minutes of having accepting the Balancing Order;
- a Final Dispatch Schedule is expected for each of the SEs of the BE;
- a Final Dispatch Schedule is expected for the perimeter of the Sites making up the BE and not belonging to any SE.

If RTE Activates a Standard RR Bid on the delivery time [H ; H+1h[, the Order Recipient is required to submit a Final Dispatch Schedule for the period [H-30'; H+1h05] at minimum.

The transmission of Final Dispatch Schedules by the Order Recipient is done in accordance with the procedure set out in the IS Terms and Conditions.

#### 3.2.4.3 Traceability of Final Dispatch Schedule

For each Scheduling Entity and for each group of Sites making up a BE and not belonging to any SE, RTE establishes two Final Dispatch Schedules at 5-minute Intervals.

The first Final Dispatch Schedule established by RTE, called the Theoretical Final Dispatch Schedule, is established on the basis of:

- for BEs, of the Forecast Dispatch Schedule established at 5-minute Intervals in accordance with Article 3.2.2.6,
- and Balancing Orders in accordance with the provisions of Article 4.
- If a Standard RR Bid is Activated at the interval [H; H+1h[, RTE makes the transition between the power expected under the Standard Bid at H+55' and the Forecast Dispatch Schedule established by RTE for the interval [H+1h; H+1h05[.

The second Final Dispatch Schedule established by RTE, known as the Actual Final Dispatch Schedule, corresponds to:

- the Final Dispatch Schedule transmitted by the Order Recipient on receipt of a Balancing Order, or;

- the Theoretical Final Dispatch Schedule established by RTE if no Final Dispatch Schedule has been transmitted by the Order Recipient on Receipt of a Balancing Order or transmitted outside of the period specified in the Article 3.2.4.2.

When, following Activation of a Specific Bid:

- the Order Recipient sends RTE all the Final Dispatch Schedules of the Scheduling Entities and Sites which do not make up a SE in accordance with Article 3.2.4.2 and,
- the sum of these Final Dispatch Schedules submitted respects all of the conditions specified in Article 3.2.4.4 and,
- The BE is not subject to a capacity reservation agreement under the Balancing Mechanism for the day on which the said Activation took place (Manual Frequency Restoration Reserve, Replacement Reserve, Demand Response Call for Tenders, contract prior to day-ahead),

then the Theoretical Final Dispatch Schedules established by RTE for this BE are replaced by the Final Dispatch Schedules submitted by the Order Recipient on receipt of a Balancing Order.

The Final Dispatch Schedules traced by RTE include, for each SE, the following elements:

- Generation time series in MW;
- Time Series(s), in MW, of Symmetric or Asymmetric Participation in the Frequency Containment Reserve;
- Time Series(s), in MW, of Symmetric or Asymmetric Participation in the Automatic Frequency Restoration Reserve.

#### *3.2.4.4 Approval of the Final Dispatch Schedule submitted by the Balancing Service Provider following Activation of a Specific Bid*

The following cumulative conditions must be met before the Final Dispatch Schedule transmitted by the Order Recipient can be taken into account for RTE to establish the Theoretical Final Dispatch Schedule following Activation of a Specific Bid:

- When the Activation Time is specified:
  - the power of the Final Dispatch Schedules must be:
    - For Downward Balancing Orders, greater than the set point power from the Balancing Order up to the 5-Minute Interval preceding the Activation Time minus 5 minutes
    - For all other cases, less than the set point power from the Balancing Order up to the 5-Minute Interval preceding the Activation Time minus 5 minutes;
  - the power of the Final Dispatch Schedules must be equal to the power of the Forecast Dispatch Schedules (or 0 if there is no Forecast Dispatch Schedule) up to the 5-Minute Interval preceding the Activation Time:
    - minus the power variation requested resulting from the Balancing Order divided by the Gradient, or;
    - minus the MLT minus 5 minutes if the Gradient is not specified;

- No later than 5 minutes after the Deactivation Time plus the MLT (or the Gradient multiplied by the power variation), the Final Dispatch Schedule must be equal to the Forecast Dispatch Schedule (or 0 if there is no Forecast Dispatch Schedule);
- Throughout the period between the Balancing Start Time and the Balancing End Time, the power reached by the sum of the Final Dispatch Schedules must be:
  - For Downward Balancing Orders on BEs with Implicit Bids, greater than the set point power minus the max (10 MW; 10% of the set point power (in absolute value)),
  - For all other cases, below the set point power plus the max (10 MW; 10% of the set point power (in absolute value)).
  - In all cases, the powers of the Final Dispatch Schedules must correspond to a power variation relating to the direction of the Activated Bid.

### 3.2.5 Unscheduled Unavailability of the Network

#### 3.2.5.1 *Unscheduled Unavailability of the Upstream Network except due to a Force Majeure event*

In the event of Unscheduled Unavailability of the Upstream Network, except due to a Force Majeure event, the provisions of Article 4.4.9 shall apply.

#### 3.2.5.2 *Unscheduled Unavailability of the Generation Feed Network or Unavailability of the Network following a Force Majeure event*

RTE informs the Scheduling Agent of any Unscheduled Unavailability of the Generation Feed Network or any Unavailability of the Network due to a Force Majeure event, affecting a GU attached to its Scheduling Perimeter.

After consultation, a new Forecast Dispatch Schedule is traced by RTE.

When the Unscheduled Unavailability ends, RTE informs the Scheduling Agent, which sends RTE a Forecast Dispatch Schedule Redeclaration.

These Redclarations are made outside the Gate Closure mechanism and with no Neutralisation lead time and, more generally, outside the rules set out in Article 3.2.2.3.2.

#### 3.2.5.3 *Unscheduled Unavailability of the Upstream Network, considered as originating from the Generation Feed Network, following incorrect information from RTE or as the result of information not being provided*

In the event of Unscheduled Unavailability of the Upstream Network:

- that has resulted in total or partial limitation of the Injection of a Generation Unit connected to the PTS, and
- when this Unavailability was initially declared by RTE as originating from the Generation Feed Network or, if information is not communicated by RTE, considered by default as originating from the Generation Feed Network,

RTE shall compensate the Balance Responsible Party, upon request, for the costs involved with rebalancing its Perimeter, in accordance with Article C.20.1 of section 2 of the Terms and Conditions.

**3.2.5.4** *Unscheduled Unavailability of the Generation Feed Network initially declared by RTE as originating from the Upstream Network*

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

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

RTE shall compensate the Balance Responsible Party, upon request, for any costs associated with any Imbalances generated in its Perimeter, in accordance with Article C.20.2 of section 2 of the Terms and Conditions.

**3.2.6 Unavailability of the Information System supporting Scheduling**

**3.2.6.1** *Scheduled unavailability*

Certain maintenance operations may result in the Information System on which Scheduling is based becoming temporarily unavailable. As far as possible, RTE will strive to organise these operations so as to cause minimal disruption to the Scheduling Agent. RTE will give the Scheduling Agent ten Days' prior notice of any operations resulting in the removal of a Gate Closure.

Where the technical conditions allow, RTE implements a backup mode. In this case, the Forecast Dispatch Schedule is Redeclared according to the conditions described in the IS Terms and Conditions.

**3.2.6.2** *Unscheduled unavailability*

In the event of unscheduled unavailability of the Information System on which Scheduling is based, RTE undertakes:

- to inform the Scheduling Agent of this unavailability as quickly as possible;
- to inform it of the conditions applicable for the duration of the unavailability;
- inform it about any developments in the situation.

Where the technical conditions allow, RTE implements a backup mode. In this case, the Forecast Dispatch Schedule is Redeclared and the Final Dispatch Schedule is sent according to the conditions described in the IS Terms and Conditions.

**3.2.6.3** *Availability rate*

For Scheduling, RTE makes every effort to achieve an Availability Rate greater than or equal to 98 %. This Availability Rate will be calculated on the basis of the availability of Gate Closures in both nominal mode and backup mode.

**3.3 Establishment and transmission of the Aggregated Forecast Dispatch Schedule by the**

## DSO

### 3.3.1 Establishment of the Aggregated Forecast Dispatch Schedule by the DSO

On a date D, agreed on between Rank 1 DSOs and RTE, the Rank 1 DSO is in charge of establishing an Aggregated Forecast Dispatch Schedule by D-1 for D by generation source at the scale of each medium/high voltage transformer of a delivery point substation. This Aggregated Forecast Dispatch Schedule corresponds to the sum of the (i) Forecast Dispatch Schedules transmitted by the generators connected to the DSO's system and accepted by the DSO, (ii) generation forecasts made by the DSO based on information supplied by the marginal or non-marginal generation installations which have not transmitted Forecast Dispatch Schedules to the DSO, and (iii) generation forecasts made by the DSO for the other marginal or non-marginal installations connected to its system and not transmitting any information, and (iv) forecasts of potential injection flows from Rank 2 DSOs.

In accordance with IS Terms and Conditions, an Aggregate Forecast Dispatch Schedule must contain the following information:

- Forecast generation time series in MW;
- Name of the generation source concerned;
- ID of the medium/high voltage transformer;
- Delivery Point Substation.

The generation sources retained are the following:

- Hydraulic
- Wind
- Photovoltaic
- Others.

### 3.3.2 Transmission of the Aggregated Forecast Dispatch Schedule to RTE

The Rank 1 DSO is in charge of transmitting each Aggregated Forecast Dispatch Schedule to RTE as defined in Article 3.3.1 at the latest at System Access Deadline, on D-1 for D.

The time series values of an Aggregated Forecast Dispatch Schedule may be updated in accordance with Article 3.3.3.

### 3.3.3 Redclarations of the Aggregate Forecast Dispatch Schedule at Gate Closures

Following the update of the information transmitted by a generator after the System Access Deadline or following the update of intraday generation forecasts by the DSO, the Rank 1 DSO is in charge of transmitting an update of the Aggregated Forecast Dispatch Schedule concerned to RTE. The changes to the Aggregated Forecast Dispatch Schedule will be taken into account by RTE at the next intraday Gate Closure provided they respect the Neutralisation Lead Time.



The first intraday Gate Closure of redeclaration for day D is the 23:00 Gate Closure at D-1. The following intraday Gate Closures at each hour on the hour of Day D until 10pm included. The 22:00 Gate Closure corresponds to the last intraday Gate Closure for Day D.

At the start and end of daylight saving time, the 2:00 Gate Closure is not open.

The update of an Aggregated Forecast Dispatch Schedule must follow the same format as the initial Aggregated Forecast Dispatch Schedule.

#### **3.3.4 Providing additional data to RTE**

In addition, biannually and on request from RTE, the Rank 1 DSO provides RTE with the shares of installed power corresponding to each of the categories (i), (ii) and (iii) set forth in Article 3.3.1 over the total power installed associated with each generation source of each medium/high voltage transformer of a delivery point substation.

#### **3.3.5 RTE controls on data transmitted by the DSO**

RTE may carry out checks on the reception and coherence of data sent by the DSO. In the event of significant discrepancies between the realised values and the Aggregated Forecast Dispatch Schedules and on request of RTE, feedback is provided by the DSO and shared with RTE to identify the origin of these discrepancies and to determine potential areas for improvement.

## 4 BALANCING MECHANISM (BM)

In application of Article L321-10 of the French Energy Code, RTE ensures the balance of electricity flows on the public transmission system, at all times and notably via the Balancing Mechanism, as well as the security, safety and efficiency of this network.

This Article establishes the rules for presenting balancing proposals and the criteria for choosing between the balancing proposals submitted to RTE.

### 4.1 Qualification as a Balancing Service Provider

To participate in the Balancing Mechanism, all legal entities must obtain a Qualification as a Balancing Service Provider by validation of the conditions laid down in the following paragraphs.

The Qualification as a Balancing Service Provider is valid for an indefinite period.

#### 4.1.1 General conditions for Qualification of a Balancing Service Provider

To qualify as a Balancing Service Provider, a legal entity must:

- have Notified RTE with a SYGA Bids message and a Bid Usage Conditions message in accordance with those specified in the IS Terms and Conditions. These messages serve as a test; and
- be in possession of the document, signed with RTE as part of its request to sign a Participation Agreement, and certifying the success of the tests required as per the IS Terms and Conditions; and
- sign an Agreement of Participation in the Terms and Conditions, in accordance with the template attached in Annexe 3.
- have Notified RTE by submitting a file exchange using the TAO System in accordance with the IS Terms and Conditions.

To participate in the RR Standard Product Bid platform, a Balancing Service Provider must, in addition to the above mentioned conditions:

- Notify RTE, as a test, of a Standard RR Bid on TOPASE in accordance with Article 4.3.3 and the IS Terms and Conditions;
- have Notified RTE as a test, a Final Dispatch Schedule using the TAO System in accordance with Article 3.2.4.2 of the IS Terms and Conditions.

The DSOs, as a result of the responsibilities assigned to them under the Terms and Conditions, cannot assume the status of Balancing Service Provider.

#### 4.1.2 Special terms and conditions for Qualification of a Balancing Service Provider whose Balance Perimeter includes at least one Consumption Site

##### 4.1.2.1 Conditions for Imposition of the Technical Approval

Any Balancing Service Provider that wishes to integrate a Consumption Site in its Balance Perimeter must be the holder of a Technical Approval issued by RTE in accordance with the conditions set out below.

#### *4.1.2.2 Conditions for acquisition of the Technical Approval*

The Technical Approval, when required, is used by RTE in accordance with the terms set out in Article 4 “Technical Approval” of the NEBEF Terms and Conditions.

#### **4.1.3 Special terms and conditions for Qualification of a Balancing Service Provider whose Balance Perimeter includes at least one Profiled Consumption Site**

##### *4.1.3.1 Conditions for requiring qualification of measuring systems set up by the Balancing Service Provider*

If the Balancing Service Provider's Balance Perimeter includes at least one Profiled Consumption Site whose Load Curve is established using data given by the Balancing Service Provider, the Balancing Service Provider must hold a qualification issued by RTE according to the terms set out below.

If the Load Curve of the Profiled Consumption Sites in question is established using data given by the DSO, the Balancing Service Provider does not need to produce the afore-mentioned qualification.

##### *4.1.3.2 Terms for qualification of measuring systems installed by the Balancing Service Provider*

The qualification of measuring systems installed by the Balancing Service Provider, when needed, is issued by RTE according to the terms set out in the specifications for the qualification system developed in accordance with the Article 8 “Qualification of Profiled DROs” of the NEBEF Terms and Conditions.

These specifications indicate, on the one hand, the terms, the technical requirements and the timeframe for granting the initial qualification and on the other hand, the terms and frequency for renewal of the qualification when the Balancing Service Provider already has the initial qualification.

#### **4.1.4 The case of Balancing Service Providers with a Participation Agreement in the Balancing Mechanism as of 1 September 2019**

Balancing Service Providers that hold a Participation Agreement as a Balance Responsible Entity on 1 September 2019 are considered as Qualified.

## **4.2 Creating and changing the Balance Perimeter**

The Balance Perimeter attached to a Balancing Service Provider is made up of Balancing Entities.

The make-up of the Balance Perimeters must satisfy the conditions of Articles 4.2.1 and 4.2.4.

For the Generation Units, Storage Units and the Sites connected to the PTS, these conditions are checked and controlled by RTE. For the Generation Units, Storage Units and the Sites connected to the PDS, these conditions are checked and controlled by the DSO concerned.

Any Notification related to change of the Balance Perimeter must be sent to the contacts below:

- for any Notification between RTE and the Balancing Service Provider, to the contacts given in Annexe 3;
- for any Notification between the DSO and the Balancing Service Provider, to the contacts specified by the DSO to the Balancing Service Provider;

- for any Notification between RTE and a DSO, to the contacts specified respectively by RTE and by the DSO in Article 3 of Annexe 9 or if appropriate in Annexe 16.

#### **4.2.1 Adding a BE to a Balancing Perimeter**

##### *4.2.1.1 Procedure for the Creation of a BE by a Balancing Service Provider*

The Balancing Service Provider may Notify RTE of a request to create a BE. The request must specify the type of BE required as well as the Receiver of the Order.

The Balancing Service Provider specifies to RTE the method for calculating Volumes Achieved to be used for Consumption BEs.

From a date F, notified by RTE one (1) month in advance to the Balancing Service Providers, the Balancing Service Provider shall specify to RTE, for each BE and in accordance with the IS Terms and Conditions, which Distribution System Operators have at least one generation unit, Stationary Storage Facility or BE Consumption Site on their network.

Within five (5) Business Days from the date of receipt of the request, RTE sends the name of the BE to the Balancing Service Provider by way of a Notification, to start the procedure for connecting one or several Generation Units, Storage Units or Sites to this BE, as defined in Article 4.2.4. Within the same time frame or no later than seven (7) Business Days before the end of the month in which the request was received, RTE informs all DSOs that a BE has been added to the Balancing Service Provider's Balancing Perimeter, when the type of BE allows the addition of Sites connected to the PDS.

The creation of a BE is valid for an indefinite period.

The update of the Balancing Perimeter takes effect in accordance with the timelines outlined in Article 4.2.4.6.

##### *4.2.1.2 Conditions to be met for each BE according to their typology*

###### *4.2.1.2.1 Exchange Point BEs*

An Exchange Point BE is made up of physical assets located outside of Metropolitan France and able to meet the demand of RTE to inject or extract from the System a given amount of electricity during a given period by means of an Exchange Point, in other words a physical connection point to an Interconnection. As a consequence, the Activation of a Bid from an Exchange Point BE must not lead to a supply (for Upward Bids) or a sale (for Downward Bids) by the Balancing Service Provider on the French intraday market, whether by means of an explicit energy flow or by implicit nomination.

It must be declared by a person holding an agreement for participation in the Imports/Exports Terms and Conditions.

For each border, RTE sets the number of Exchange Point BEs allocated to each Balancing Service Provider.

###### *4.2.1.2.2 NTS Generation BE*

A PTS Generation BE is made up of:

- either one or more SEs, all located on the same Generation Site and connected directly or indirectly to the PTS.
- or a single SE, located on the same Stationary Storage Facility or on different Stationary Storage Facilities as a result of the RTE agreement, connected, directly or indirectly, to the PTS.

It may also comprise one or more SEs located on different Generation Sites and connected directly or indirectly to the PTS, with consent from RTE or when all of the following conditions are respected:

- the SEs making up this BE do not participate either in the Frequency Containment Reserve or in the Automatic Frequency Restoration Reserve;
- at the most one SE has a MAP (maximum available power) of more than 12 MW and less than 40 MW;
- all the other SEs have a MAP of less than or equal to 12 MW;
- the sum of the MAPs of SEs making up the BE is less than or equal to 100 MW.

The Generation Units or Storage Units making up the PTS Generation BE are all attached to the same Balance Responsible Party.

#### *4.2.1.2.3 NDS Generation BE*

A PDS Generation BE is made up either only of Generation Sites or only of Stationary Storage Facilities, all directly or indirectly connected to the PDS, and possibly to different DSOs. The Generation Sites or Stationary Storage Facilities making up a PDS Generation BE are all attached to the same Balance Responsible Party.

#### *4.2.1.2.4 Remotely-Read Consumption BE*

A Remotely-Read Consumption BE is made up exclusively of Remotely-Read Consumption Sites, directly or indirectly connected to the PTS or the PDS.

#### *4.2.1.2.5 Profiled Consumption BE*

A Profiled Consumption BE is made up of at least one Profiled Consumption Site and possibly of Remotely-Read Consumption Sites whose Subscribed Power is less than or equal to 250 kW.

#### *4.2.1.3 Special conditions for Generation BEs eligible for priority demand as provided for in article R.321-24 of the French Energy Code*

To benefit from priority of demand as provided for in article R.321-24 of the French Energy Code, the Balancing Service Provider must create a BE made up exclusively of Generation Units or Generation Sites with the following characteristics:

- Generation Units or Generation Sites meeting the qualification of generation facilities of electricity from renewable energy sources within the meaning of article L.211-2 of the French Energy Code;
- Generation Units or Generation Sites meeting the qualification for cogeneration facilities with specific energy efficiency within the meaning of the decree of 20 July 2016 of the Ministry of Energy laying down the technical specifications of high-efficiency cogeneration facilities.

## 4.2.2 Qualification of a BE

### 4.2.2.1 Detailed rules for applying the provisions relating to the Qualification of a BE

#### 4.2.2.1.1 Provisions applicable before the implementation of the platform for exchange of RR Standard Products

Prior to the establishment of the European platform for exchange of RR Standard Products, Articles 4.2.2.1.2 to 4.2.2.5 are not applicable. BEs are not subject to a Qualification process

#### 4.2.2.1.2 Provisions applicable after the implementation of the platform for exchange of RR Standard Products

After the establishment of the European platform for exchange of RR Standard Products, a BE must be Qualified in order to be able to submit a Bid for a Standard Product. Articles 4.2.2.1.2 to 4.2.2.5 are then applicable.

By way of exception to the above,

- the provisions of Article 4.2.2.4 are only applicable from a date R under the conditions laid down in Article 4.2.2.4;
- Article 4.2.2.1 is applicable one (1) Month before the implementation of the platform for exchange of RR Standard Products;
- The Balancing Service Provider is exempted from the requirement to apply for Qualification for the following BEs which are Qualified for RR Standard Products:
  - BEs for which at least one Bid with a MLT less than or equal to 30 minutes which was implemented without issue has been Activated on the Balancing Mechanism between the first (1) January 2019 and the implementation of the platform for exchange of RR Standard Products;
  - BEs which hold an agreement, in the form of a contract for the provision of Manual Frequency Restoration Reserve and Replacement Reserve, valid on the date of implementation of the platform for exchange of RR Standard Products.

Subject to compliance with the Prequalification requirements referred to in Article 4.2.2.2.2, the BEs mentioned above are Qualified. If BEs are not Qualified for the RR Standard Product, the Balancing Service Provider may request a Qualification in accordance with the following Articles.

### 4.2.2.2 Prequalification of a BE

#### 4.2.2.2.1 Request for Qualification

A Balancing Service Provider may at any time make a request for Qualification or amendment to the Qualification of a BE via the GIPSE application in accordance with the terms described in the IS Terms and Conditions.

The Request for Qualification or amendment of a BE's Qualification must include the ID of the BE that the Balancing Service Provider wishes to Qualify or for which the Balancing Service Provider wishes to change the Qualification.

RTE validates the compliance and completeness of the request for Qualification or amendment of the Qualification of the BE by the Balancing Service Provider within a maximum of five (5) Business Days from the date of receipt of the request. If the request is not compliant or incomplete, RTE informs the Balancing Service Provider, who is then required to send the corrected or missing elements to RTE.

The request is considered validated after receipt and validation by RTE of the compliance and completeness of the expected elements.

RTE keeps the Balancing Service Provider apprised of the status of the request for Qualification via the GIPSE application, in accordance with the set of rules described in the IS Terms and Conditions.

The issuance of the Qualification of the BE is done in accordance with Article 4.2.2.3

#### *4.2.2.2.2 Prequalification requirements*

##### *4.2.2.2.2.1 Scheduling requirements*

A BE that is the subject of a request for Qualification or amendment of the Qualification must comply with the Scheduling requirements related to the submission of Standard RR Bids described in Articles 3.2.2.1 and 3.2.4.2.

##### *4.2.2.2.2.2 System for the provision of power measurements*

A Balancing Service Provider submitting a request for Qualification or amendment of the Qualification of a BE must have, for the Sites that make it up, a system of measuring active power at ten (10) second intervals with aggregated data at the scale of the BE.

The terms under which the Balancing Service Provider provides the data to RTE are described in 4.2.2.4.3.

The measurement system must meet the requirements described in Annex 18.

##### *4.2.2.2.2.3 IS requirements*

A request for Qualification or amendment of the Qualification of a BE for a Standard Product by a Balancing Service Provider prompts RTE to verify the technical requirements described in the IS Terms and Conditions.

#### *4.2.2.3 Issuance of the Qualification of the BE*

Subject to compliance with the requirements of Prequalification referred to in Article 4.2.2.2.2, the Qualification of the BE for the RR Standard Product for which the Balancing Service Provider has made a request is granted by RTE no later than 10 Business Days after receipt of the request by RTE.

RTE informs the Balancing Service Provider of the Qualification of its BE via the GIPSE application, in accordance with the set of rules described in the IS Terms and Conditions. If the Qualification of the BE is not issued, RTE informs the Balancing Service Provider of the non-issuance of the Qualification of its BE including the grounds for this decision, in accordance with the same terms.

The issuance of the Qualification for the RR Standard Product allows the Balancing Service Provider to submit a RR Standard Product Bid in accordance with Article 4.3.3.

The Prequalification requirements defined in Article 4.2.2.2.2 must be met at the time of issuance of the Qualification and during the entire period during which the Balancing Service Provider wishes to be able to submit RR Standard Product energy Bids with this BE.

#### *4.2.2.4 Qualification monitoring of a BE*

From a date R, which will be Notified by RTE to all Balancing Service Providers with a notice period of two (2) Months, RTE will monitor the Qualification of the BE as described in the following Articles.

##### *4.2.2.4.1 Scope of the monitoring*

The Qualification of a BE is monitored at the level of the BE, regardless of any changes to the perimeter of this BE, in accordance with Article 4.2.4, over an observation period defined in the following Article.

##### *4.2.2.4.2 Observation period*

Monitoring of the Qualification is done each month M over a given observation period.

The corresponding period of observation is defined in the following manner:

- When, for a given BE, more than five (5) RR Standard Product Bids have been Activated on the Month M-1, the chosen observation period is the period covering all of the Implementation Period of RR standard product bids that have been activated for the Month M-1;
- When, for a given BE, less than five (5) RR Standard Product Bids have been Activated on the Month M-1, the chosen observation period is the period covering all of the Implementation Period of RR standard product bids that have been activated for the BE over the period M-1 to M-12.

RTE will not take into account the Bids activated during the observation period when at least one of the following conditions is fulfilled:

- For a given BE, several types of Bids have been activated simultaneously;
- For a given BE consisting of a Scheduling Entity, the sum across all the SEs making up the BE of the power values of the last Forecast Dispatch Schedule established by RTE is not constant on the [H; H+1H[ time slot;
- the DSO has not sent the Load Curves of Sites making up the BE within the deadlines specified in 4.5.2.1.2.1.

##### *4.2.2.4.3 Data used for monitoring of the Qualification*

To monitor the Qualification of a BE, RTE will use the following data:

- As reference data, the Metering Data at 10-minute Intervals provided by the System Operator concerned or, where appropriate, by the Balancing Service Provider which holds a qualification in accordance with Article 4.1.3, aggregated to the BE scale;
- As additional data, the power measurements made available monthly by the Balancing Service Provider on the scale of each BE at the ten (10) second interval as shown below.



For a given BE, the power measurements which include at minimum the periods corresponding to the Implementation Periods for each of the RR Standard Product Bids which has been Activated during the Month M-1, must be sent to RTE no later than ten (10) Business Days before the end of the Month M.

The technical terms for sending power measurements are specified in the IS Terms and Conditions.

By way of exception to the above, when the BE has real time metering data or telemetry data that it already provides RTE in another context, the Balancing Service Provider may authorise RTE to use these data instead of the data transmitted on a monthly basis.

#### *4.2.2.4.4 Conditions for maintaining the Qualification of a BE*

To maintain its Qualification to submit a Standard RR Bid during monitoring, the BE must have less than 50% of the Standard RR Bids activated by default over the observation period defined in Article 4.2.2.4.2. In this case, the Qualification is maintained up to the following observation period.

When the BE does not meet the conditions for maintaining its Qualification at the time of the monitoring carried out at Month M, RTE proceeds with withdrawal of the Qualification as described in Article 4.2.2.4.5.

RTE considers a BE to be in default for an activated Standard RR Bid when at least one of the requirements set out in Articles 4.2.2.5.1 and 4.2.2.5.2 is not respected.

The consequences of the withdrawal of the Qualification are specified in the following Article.

Before the end of the month M, RTE informs the Balancing Service Provider of the Activations subject to monitoring in the month M which are in default over the observation period.

#### *4.2.2.4.5 Loss of Qualification*

Before the end of the month M+1, RTE informs the Balancing Service Provider of the loss of Qualification of a BE that has not complied with the conditions for the maintenance of its Qualification as described in Article 4.2.2.4.4. The information is shared via the GIPSE application, in accordance with the terms described in the IS Terms and Conditions, and by registered letter with acknowledgement of receipt.

If a BE loses its RR Standard Product Qualification during the monitoring carried out at Month M the Balancing Service Provider can no longer place RR Standard Product Bids for this BE from the first Day of the Month M+2.

Following a loss of RR Standard Product Qualification, the Balancing Service Provider must complete a new request for qualification to re-qualify the BE. The new request can be made to RTE during the period of Qualification loss. In this case, notwithstanding what is stated in Article 4.2.2.3, the new Qualification cannot be provided before the first (1st) day of the Month M+5.

#### *4.2.2.5 Technical criteria and requirements for the Qualification of a BE*

##### *4.2.2.5.1 Technical criteria and energy requirement for the RR Standard Product*

The technical criteria for Qualification of a BE, in energy, for a RR Standard Product Bid activated during the observation period defined in Article 4.2.2.4.2 are based on the value of the Balancing Energy Imbalance calculated according to the formula described in Article 4.6.2 on the Hour at which the Bid was activated, corresponding to the time slot [H; H+1h[:

- EAp(H): Positive Balancing Energy Imbalance for the BE;
- EAn(H): Negative Balancing Energy Imbalance for the BE.

During monitoring of a BE Qualification, the following requirement must be met:

$$EAp(t) + EAn(t) \leq 20\% * (VAt_H(H) + VAt_B(H))$$

Where:

- VAt<sub>H</sub>(H): Upward Theoretical Expected Volume of the BE calculated in accordance with Article 4.6.2 on the Hour at which the Bid was activated;
- VAt<sub>B</sub>(H): Downward Theoretical Expected Volume of the BE calculated in accordance with Article 4.6.2 on the Hour at which the Bid was activated.

#### 4.2.2.5.2 Technical criteria and power requirements for the RR Standard Product

The technical criteria for Qualification of a BE, in terms of power, for a RR Standard Product Bid activated over the observation period set out in Article 4.2.2.4.2 are a comparison between the theoretical expected power for the type of RR Standard Product Bid activated and the power delivered by the BE. This comparison is based on power measurements at ten (10) second Intervals sent by RTE to the Balancing Service Provider in accordance with Article 4.2.2.4.3

During the monitoring of the Qualification of a BE, the following requirements must be met for each five (5) second Interval centred on each Quarter-Hourly Interval of the time slot [H; H+1H[ on which the requested power is not zero:

	Case of an Upward Bid	Case of a Downward Bid
Injection	$Pr_{EDA i}(T) = P_{ref}(T) + P_{sollicitée}$	$Pr_{EDA i}(T) = P_{ref}(T) - P_{sollicitée}$
Consumption	$Pr_{EDA i}(T) = P_{ref}(T) - P_{sollicitée}$	$Pr_{EDA i}(T) = P_{ref}(T) + P_{sollicitée}$

Where:

- T: period consisting of all of the ten (10) second Intervals making up a (1) minute Interval;
- Pr<sub>EDA i</sub>(T): delivered on average for the BE *i* over the period *T* of the five (5) minute-Interval considered;
- P<sub>sollicitée</sub> is the non-zero power required by RTE in accordance with Article 4.4.5.1 with a tolerance of more or less twenty (20) percent;
- P<sub>ref</sub>(T) the reference power over the period T equal to:
  - if the BE is made up of a Scheduling Entity, the sum over all the SEs making up the BE, of the power values of the last Forecast Dispatch Schedule established by RTE for each SE;
  - the power calculated from each Reference Load Curve of the BE as described in 4.5.2.2 in the other cases.

#### **4.2.3 Procedure for removal of a BE from a Balancing Perimeter**

##### *4.2.3.1 Procedure for the withdrawal of a BE by a Balancing Service Provider*

The Balancing Service Provider may remove a BE from its Balancing Perimeter. It therefore Notifies RTE of the request for removal.

Prior to any request for removal, the Balancing Service Provider must ensure it has requested from the relevant System Operator the application for removal of all Generation Units, Storage Facilities and BE Sites in accordance with the provisions of Article 4.2.4.

Within three (3) Business Days from the date of receipt of the request for removal, RTE Notifies the Balancing Service Provider, by email confirmation of receipt of the request for removal. When a BE includes Sites or Storage Facilities connected to the PDS, RTE informs the DSO concerned of the removal.

The removal of a BE from the Balancing Perimeter takes effect, as long as all of the Generation Units, Storage Facilities and Sites have been removed from the BE, with respect to the deadlines stated in Article 4.2.4.6.

##### *4.2.3.2 Withdrawal of a BE by RTE*

RTE may withdraw a BE from a Balancing Service Provider's Balance Perimeter in the event of repeated breaches of the Balancing Orders on this BE in accordance with Article 4.6.1.2.4 and 4.6.2.9.4 or when this BE contains no more Sites. In the latter case, RTE may Notify the Balancing Service Provider, via email, that the withdrawal of the BE has been recorded and of the effective date of the update of the Balance Perimeter following the said withdrawal. RTE informs the DOS(s) concerned.

The withdrawal of a BE from a Balancing Service Provider's Balance Perimeter results automatically in the withdrawal of the constituent Sites. RTE is not liable for any negative consequences suffered by the Balancing Service Provider or by the Sites due to the withdrawal of the BE and application of this Article. These negative consequences are borne by the Balancing Service Provider in question.

#### **4.2.4 Addition and withdrawal of a Generation Unit, a Stationary Storage Facility or a Site to/from a BE**

##### *4.2.4.1 Conditions prior to any Generation Unit, Stationary Storage Facility or Site attachment procedure*

In order to participate in the Balancing Mechanism, a Generation Unit, Stationary Storage Facility or a Generation Site must be equipped with a Metering Installation that produces Remotely-Read Load Curves by 10-Minute Period, the values from which are used for flow reconstitution for the purposes of section 2 of the Terms and Conditions to determine the site's Injection.

##### *4.2.4.1.1 Identification of the Generation Unit or the Site*

Before initiating any procedure to attach a Generation Unit or Site to a Balance Perimeter, as described in Article 4.2.4.3, the Balancing Service Provider must identify the Generation Unit, Storage Facility or the Site, according to the terms set out below.

##### *4.2.4.1.1.1 Identification Reference used by the Balancing Service Provider*

The Balancing Service Provider identifies:

- the Site by its SIRET number or, for Consumption Sites that do not have this number, by the place where the electricity is used; and
- the Generation Unit by its detailed data code; and
- the Stationary Storage Facility by its SIRET number and by the word "Storage".

#### *4.2.4.1.1.2 Identification Reference used by the System Operators*

The Balancing Service Provider also identifies the reference used by the System Operators.

This reference is established according to the connection of the Generation Unit or the Site:

- for Generation Units or Sites connected to the PDS, the reference is:

the CARD-Injection number or the Reference Measurement Point number (PRM) for Generation Units or Generation Sites, or

the Delivery Point (PDL) number for Consumption Sites or Stationary Storage Facilities in the field of Low Voltage up to 36 kVA inclusive; or

the Reference Measurement Point (PRM) or Delivery Point (PDL) number for Consumption Sites or Stationary Storage Facilities above 36 kVA; or

the extraction type CARD contract number or the Reference Measurement Point (PRM) number if the Consumption Site or Stationary Storage Facility has signed a contract directly with the Distribution System Operator;

- for Generation Units or Sites connected to the PTS, the reference is:

the CART contract number; or

the Detailed Data Service Contract number; or

the SIRET number for Consumption Sites with a Single Contract or a Combined Contract.

#### *4.2.4.1.1.3 Acquisition by the Balancing Service Provider of the identification reference used by the System Operator*

If the reference used by the System Operators for a Site is not known to the Balancing Service Provider, the System Operators provide the requesting Balancing Service Provider with the means to obtain the reference used, based on the following information:

- for Sites connected to the Public Transmission System:

the SIRET number;

- for Sites connected to the Public Distribution System:

the SIRET number, or

the postal address, consisting of the following information:

- street number;
- street name;

- additional address information (residence, building, staircase, floor, location on floor, etc.);
- the postcode;
- the town.

If the information above does not enable the Balancing Service Provider to identify the Site's reference, the DSO may obtain it by asking for one or more pieces of information from amongst the following:

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

Any Consumption Site whose reference cannot be identified cannot be included in a Balancing Service Provider's Balance Perimeter.

The IS Terms and Conditions lay down the conditions, formats and means for exchange between the Balancing Service Providers and the DSOs in question.

#### *4.2.4.1.2 Agreement between the Balancing Service Provider and the User of the Generation Unit or the Site concerned by attachment of a BE*

After the System Operator has given notice to the Balancing Service Provider, Notifying the request to submit the contract document formatted as described in Articles 4.2.4.1.2 and onwards, with no reply after the deadline given in the letter of official notice, RTE may terminate the Participation Agreement in accordance with the terms described in Article 2.17.1 of Section 1 of the Terms and Conditions.

##### *4.2.4.1.2.1 General provisions*

Before initiating any procedure to attach a Generation Unit or a Site to a BE, as described in Articles 4.2.2.3 and 4.2.2.4, the Balancing Service Provider, if different from the User, ensures that it has obtained written consent from the latter, possibly via email. The Balancing Service Provider is responsible for the validity of this written agreement at all times from the time the said written agreement is signed, for the duration of the Participation Agreement and until any termination of the agreement between the User and the Balancing Service Provider, or challenge of this written agreement in the conditions set out in Article 4.2.4.

This agreement is a pre-requisite for any request by the Balancing Service Provider to a System Operator concerned to add a Generation Unit or Site to a BE in its Balance Perimeter.

If this obligation is not met, the Balancing Service Provider is responsible for all consequences related to application of the provisions of this section to the Balancing Service Provider's Balance Perimeter, not taking into account the withdrawal of the User, including all consequences related to disclosure by RTE or the DSOs concerned of any information while the Generation Unit or the Site no longer belongs to the Balancing Service Provider's Balance Perimeter.

The User's agreement states:

- its participation in the Balancing Mechanism;

- the authorisation given by the User to the Balancing Service Provider to perform one or more adjustments on the volume:
  - of Injection of its Generation Unit or its Generation Site; or
  - of Extraction of its Consumption Site;
  - Injection and Consumption of its Stationary Storage Facility;
- its agreement for transmission between the Balancing Service Provider, the DSO and RTE of the information needed to fulfil the Balancing Mechanism, including commercially sensitive information;
- the User's commitment to be free, at the effective date of attachment to the Balance Perimeter given in the agreement, of any contract signed previously with another Balancing Service Provider for this Generation Unit or this Site;
- for the Generation Units, Storage Facilities or Generation Sites, the User's commitment to inform the Balancing Service Provider of any change of Balance Responsible Party at the latest ten (10) Working Days before this change becomes effective;
- the authorisation granted by the User to the Balancing Service Provider to request from the System Operator concerned the Site Load Curves attached to a BE in its Balance Perimeter, established according to Article 4.5.2.1.2.1 and to acknowledge receipt of the said Load Curves.

This contractual document must be signed by the User of the Generation Unit or the Site and by the Balancing Service Provider. The valid date of signature is the most recent one, meaning the date at which the most recent signature was given.

#### *4.2.4.1.2.2 Specific provisions applicable to Consumption Sites*

In the agreement with the User of the Site concerned by the attachment, the Balancing Service Provider must obtain the User's commitment:

- for Consumption Sites with a CARD, that are not on the Corrected Model, to declare via Annexe 7, to the DSO to which the Site is connected, the identity of its Electricity Supplier within a timeframe compatible with the procedure for attaching the Remotely-Read Consumption Site to a Balance Perimeter described in Articles 4.2.4.3 and 6.
- for these same Sites, to inform the DSO to which the site is attached, by updating Annexe 7, of any change in its Electricity Supplier within thirty (30) Days before this change comes into force;
- to answer requests made by the DSO to which it is attached.

For Consumption Sites connected to the PDS, whose subscribed power is strictly above 36 kVA, the Balancing Service Provider ensures that it has obtained confirmation from the holder of the CARD or Single Contract, that the behaviour considered in the Balancing Mechanism is compatible with the conditions for accessing its Site's PDS.

For Consumption Sites connected to the PTS, and, Consumption Sites with a CARD, which belong to a Remotely-Read Consumption BE, and with subscribed power greater than 36 kVA, the agreement must specify that the Corrected Model governs the payment that the Balancing Service Provider owes to the Site Supplier following an electricity Load Reduction.

For Sites belonging to a Profiled Consumption BE, the Balancing Service Provider must obtain written consent from the User of the Site, authorising RTE to carry out audits of the measuring and transmission systems put in place by the Balancing Service Provider, and to check the chain of command for Electricity Load Reductions implemented by the Balancing Service Provider, within the context of the checks provided for in the NEBEF Terms and Conditions.

For a Profiled Consumption Site whose Load Curve is established using data given by the Balancing Service Provider, the Site User's written agreement must include the authorization given by the Profiled Consumption Site to send RTE the consumption data read by the equipment installed by the Balancing Service Provider.

#### *4.2.4.1.2.3 Request for disclosure of the agreement concluded between the Balancing Service Provider and the User of the Generation Unit or the Site*

The Balancing Service Provider may not attach a Generation Unit or a Site to a BE without having previously obtained the approval of the User, in accordance with Article 4.2.2.1.2.1.

In the event of serious doubt as to the existence and/or validity of that approval, the System Operator to whose system the Generation Unit or the Site is connected may request a copy of the User's approval document by sending notification to the Balancing Service Provider.

In that case, the Balancing Service Provider must provide the System Operator with a copy of the User's approval within five (5) Working Days of receipt of the request from the System Operator.

If the Balancing Service Provider fails to provide the System Operator with that document within the allotted time, the System Operator notifies the Balancing Service Provider of the withdrawal of the Generation Unit or the Site from its Balance Perimeter.

In the event that the date of signature of the approval document by the User is earlier than the date of the most recent change of contract holder of the contract authorizing the Generation Unit or the Site's access to the system, the System Operator notifies the Balancing Service Provider of the withdrawal of the Generation Unit or the Site from its Balance Perimeter.

#### *4.2.4.2 General Conditions for attachment of a Generation Unit or a Site*

##### *4.2.4.2.1 Attachment of a Generation Unit or a Site to a BE*

A Generation Unit or a Site can be attached to only one BE. An exception to this principle is made for STEPs. In fact a STEP can belong to two BEs: one corresponding to the operation of the STEP in turbine mode and the other corresponding to operation of the STEP in pump mode.

In all other cases where a request for attachment of a Generation Unit or a Site would be likely to challenge this single attachment, the contractual document described in Article 4.2.4.1.2 certifying the User's agreement to attach a Generation Unit or a Site to the Balancing Service Provider's Balance Perimeter takes precedence. The Balancing Service Provider must communicate this document to the System Operator that serves it formal notice to do so within five (5) Working Days of receipt of the letter of formal notice.

If the Balancing Service Provider does not communicate this document to the System Operator within the allotted timeframe, the System Operator withdraws the Generation Unit or the Site from the BE in question, in accordance with Article 4.2.4.4, or rejects the attachment requested.

If more than one document exists relating to the agreement for the same Generation Unit or the same Site, only the document with the earliest signature date takes precedence, except if this agreement has been terminated.

If necessary, within five (5) Working Days from receipt of the contractual document, the System Operator Notifies the Balancing Service Provider of the list of Generation Units or Sites whose contractual documents are invalid and will be withdrawn from its Balance Perimeter according to the conditions described in Article 4.2.4.4 or will not be attached to the said Balance Perimeter.

#### *4.2.4.2.2 Joint attachment of a Consumption Site to a Demand Response Entity and to a BE*

Based on the list of Consumption Sites belonging jointly to a Demand Response Entity, and to a BE, transmitted by the Balancing Service Provider within the context of Article 4.2.4.3, the participation of a single Consumption Site attached to both a Demand Response Entity and to a BE is possible as long as the Balancing Service Provider and the Demand Side Management Operator belong to the same legal entity.

If a request to add a Consumption Site to a BE is not compatible with this rule, the System Operator Notifies the Balancing Service Provider that the Site in question already belongs to a Demand Response Entity.

In this case, the Balancing Service Provider must communicate this document mentioned in Article 4.2.4.1.2, to the System Operator that Notifies it of the request within five (5) Working Days of receipt of the Notification.

If the Balancing Service Provider does not communicate this document to the System Operator within the allotted timeframe, the System Operator does not include the Site in the Balance Perimeter, in accordance with Article 4.2.4.4.

If more than one document exists relating to the agreement for the same Site, only the document with the earliest signature date takes precedence, except if this agreement has been terminated.

Where applicable, within five (5) Working Days of receipt of the contractual document mentioned in Article 4.2.4.1.2, the System Operator Notifies the Balancing Service Provider of the list of Consumption Sites of which the contractual documents are invalid and will not be included in its Balance Perimeter in accordance with Article 4.2.4.4.

#### *4.2.4.3 Change requests connected with a Generation Unit or a Site made by*



*the Balancing Service Provider*

Provided that the requirements set out in Articles 4.2.4.1 and 4.2.4.2 are met, the Balancing Service Provider may:

- add a Generation Unit or a Site to a BE;
- withdraw a Generation Unit or a Site from a BE;
- change the characteristics of a Generation Unit or a Site belonging to a BE.

To ensure that a change takes effect on the first day of Month M+1, the request must be Notified by the Balancing Service Provider to the System Operator to which the Generation Unit or the Site in question is attached at the latest ten (10) Working Days before the end of Month M.

The Notification of the request to add a Generation Unit or a Site to a BE must include the information described in Articles 4.2.4.3.1, 4.2.4.3.2 and 4.2.4.3.3.

The Notification to withdraw a Generation Unit or a Site from a BE must include:

- the ID of the BE from which the Balancing Service Provider wishes to withdraw the Generation Unit or the Site; and
- the reference of the Generation Unit or the Site in question, as specified in Article 4.2.4.1.1.

The Notification of the request to change the characteristics of a Generation Unit or a Site from a BE must include:

- the ID of the BE from which the Balancing Service Provider wishes to withdraw the Generation Unit or the Site; and
- the reference of the Generation Unit or the Site in question, as specified in Article 4.2.4.1.1; and
- the characteristic(s) to be changed.

In the case where the change concerns a Generation Unit or a Site indirectly or directly connected to the Distribution System, and for which the change takes effect on the 1st day of Month M+1, the Balancing Service Provider must submit to RTE at the latest ten (10) Business Days before the end of month M, an update of the list of DSOs with at least one Generation Unit or Site of the BE on the territory, referred to in §4.2.1.1.

*4.2.4.3.1 Request to add a Generation Unit or a Generation Site to a BE*

The Balancing Service Provider shall send the following to the System Operator in question:

- the ID of the BE to which it wishes to attach the Generation Unit or the Generation Site; and
- the reference of the Generation Unit or the Generation Site, as specified in Article 4.2.4.1.1; and
- the Balancing Capacity of each Generation Unit or Generation Site; and

- the consent of the Balance Responsible Party to whose Perimeter this Generation Unit or this Site is attached, in accordance with the template given in Annexe 8. From a date B Notified by RTE to the Balance Service Providers, the Balance Service Provider is not obliged to transmit the consent of the Balance Responsible Party to the System Operator for Generation Units or Sites which value their generation in accordance with the procedures set forth in article L.314-1 of the French Energy Code; and
- for a Generation Site connected to the PDS, the information needed by the DSO to include the range of balancing operations when calculating the Impact factor by Delivery Point Substation.

When the Balancing Service Provider wishes to take advantage of the demand priority provided for by Article R.321-24 of the French Energy Code, it furthermore sends to the relevant System Operator a document certifying that the Generation Unit or the Generation Site has the following characteristics:

- Generation Unit or Generation Site qualified as a facility for the generation of electricity from renewable energies in accordance with Article L.211-2 of the French Energy Code;
- Generation Unit or Generation Site qualified as a cogeneration facility with a specific energy efficiency in accordance with the Energy Minister's decree of 20 July 2016 defining the technical characteristics of high efficiency cogeneration facilities.

In the event of modification of the BE, the Balancing Service Provider will be required to produce a new certifying document to retain the advantage of the demand priority.

RTE reserves the right to verify that the Generation Unit or Generation Site connected to the PTS actually has the characteristics defined in the certificate issued by the Balancing Service Provider.

#### *4.2.4.3.2 Request to add a Remotely-Read Consumption Site to a Remotely-Read Consumption BE*

The Balancing Service Provider shall send the following to the System Operator in question:

- the ID of the BE to which it wishes to attach the Site; and
- the reference of the Site, as specified in Article 4.2.4.1.1; and
- the Site's Balancing Capacity; and
- if the Site belongs jointly to a Demand Response Entity and a BE, the ID of the Demand Response Entity in question; and
- if appropriate, the information needed by the DSO to include the range of balancing operations when calculating the Impact factor by Delivery Point Substation.

#### *4.2.4.3.3 Request to add a Consumption Site to a Profiled Consumption BE*

The Balancing Service Provider shall send the following to the System Operator in question:

- the ID of the BE to which it wishes to attach the Site; and
- the reference of the Site, as specified in Article 4.2.4.1.1; and

- the information needed by the DSO to include the range of balancing operations when calculating the Impact factor by Delivery Point Substation; and
- if the Site belongs jointly to a Demand Response Entity and a BE, the ID of the Demand Response Entity in question; and
- when the data from the Distribution System Operators' metering installations do not have the characteristics required for certification of electricity Load Reductions, the date of installation of the measuring system installed by the Balancing Service Provider on the Consumption Site; and
- the subject of the measurement, which is either the DSO's Metering Installation or, if the data from the Distribution System Operators' metering installations do not have the characteristics required for certification of load reductions, the channels available for load reduction by the Balancing Service Provider.

#### *4.2.4.3.4 Request to add a Stationary Storage Facility to a BE*

The Balancing Service Provider submits to the System Operator concerned:

- the ID of the BE to which it wishes to attach the Stationary Storage Facility; and
- the reference of the stationary storage facility, as specified in Article **4.2.4.1.1**; and
- the Balancing Capacity of each Stationary Storage Facility or Stationary Storage Units that comprise it; and
- the agreement of the Balance Responsible Party for the Perimeter to which this Site is attached, in accordance with the model attached in **Annexe 8**; and
- for a Stationary Storage Facility connected to the PDS, the information required for the DSO to take account of the multiple balancing operations in the calculation of the Impact Factor by Delivery Point Substation.

RTE reserves the right to verify that the Storage Unit or Stationary Storage Facility connected to the PTS has the characteristics defined in the certificate issued by the Balancing Service Provider.

#### *4.2.4.4 Handling change requests from the System Operator in question*

Within five (5) Working Days of receipt of the Balancing Service Provider's request, the System Operator in question:

- checks compliance with the conditions given in Articles 4.2.4.1, 4.2.4.2 and 4.2.4.3; and
- Notifies the Balancing Service Provider of:

acceptance of its request to add or withdraw a Generation Unit or a Site to/from a BE; or

the legitimate grounds for refusal of a Generation Unit or a Site in accordance with Articles 4.2.4.1, 4.2.4.2 or 4.2.4.3

##### *4.2.4.4.1 Withdrawal of a Generation Unit, a Stationary Storage Facility or a Site from a BE at the initiative of the System Operator*

###### *4.2.4.4.1.1 Withdrawal further to a change of the Balance Responsible Party of a*

### *Generation Unit, Stationary Storage Facility or Generation Site*

A change of the Balance Responsible Party of a Generation Unit or a Generation Site included in a Balancing Service Provider's Balance Perimeter leads to:

- either the withdrawal of this Generation Unit or Generation Site from the BE when the BE in question contains one or more Generation Sites, Stationary Storage Facilities or Generation Sites that wish to keep their Balance Responsible Party;
- or the need for the Balancing Service Provider to provide the System Operator concerned with the consent of the new Balance Responsible Party to whose Perimeter this Generation Unit or Site is attached when the BE in question contains only Generation Unit(s), Stationary Storage Facility(ies) or Generation Site(s) that are subject to the same change of Balance Responsible Party. The above-mentioned consent must be Notified by the Balancing Service Provider to the System Operator concerned at the latest seven (7) Working Days before the change of Balance Responsible Party takes effect. If the consent is not sent within the allotted timeframe, the Generation Unit or Generation Site in question will be withdrawn by the BE's competent System Operator.

If relevant, the withdrawal of a Generation Unit, Stationary Storage Facility or Generation Site, when performed by a System Operator, is recorded at the same time as the Balance Responsible Party change takes effect.

The System Operator to which the Generation Unit or Site is connected Notifies the Balancing Service Provider of this change as well as, if relevant, the withdrawal of the Generation Unit or the Site from the BE in question.

#### *4.2.4.4.1.2 Withdrawal further to termination of the agreement between the Balancing Service Provider and the User of the Generation Unit or the Site*

Termination of the written agreement between the Balancing Service Provider and the User of the Generation Unit or Site, for participation of the Generation Unit or of the Site in the Balancing Mechanism, leads to withdrawal of this Generation Unit or this Site from the Balancing Service Provider's Balance Perimeter.

Regardless of which entity initiates the termination, the Balancing Service Provider is required to inform the System Operator to which the Generation Unit or the Site in question is connected within five (5) Working Days from termination of the agreement.

The System Operator to which the Site is connected Notifies the Balancing Service Provider of the withdrawal of the Generation Unit or the Site from its Balance Perimeter:

- on the 1<sup>st</sup> day of Month M+1, if the Notification of termination of the agreement is received by the System Operator at least ten (10) Working Days before the end of Month M;
- on the 1<sup>st</sup> day of Month M+2, if the Notification of termination of the agreement is received by the System Operator less than ten (10) Working Days before the end of Month M.

#### *4.2.4.4.2 Transmission of data concerning the Balance Perimeter from the DSO to RTE*

#### *4.2.4.4.2.1 PDS Generation BE*

Five (5) Working Days at least before the end of each Month M, when the make-up of the Balance Perimeter or the characteristics of the Sites within it have changed, the DSO Notifies to RTE the description of all the Generation Sites or Stationary Storage Facilities connected to its network and belonging to a PDS Generation BE, taking into account these change requests that have been sent by the Balancing Service Provider at the latest ten (10) Working Days before the end of Month M, and of the withdrawals made at the initiative of the System Operator according to the terms described in Article 4.2.4.4.1 at the latest ten (10) Working Days before the end of Month M.

This Notification specifies the following for each Site:

- the reference of the Site, as specified in Article 4.2.4.1.1; and
- the ID of the BE to which the Site is attached; and
- the identity of the BR and of the Site; and
- the Site's Balancing Capacity.

The DSO furthermore sends to RTE, for the Generation BEs eligible for priority demand as provided for in Article R.321-24 of the French Energy Code, the certificate issued by the Balancing Service Provider in application of Article 4.2.2.3.1 making it possible to establish that the new Generation Unit or Generation Site attached to the BE has the following characteristics:

- - Generation Unit or Generation Site qualified as a facility for the generation of electricity from renewable energies in accordance with Article L.211-2 of the French Energy Code;
- - Generation Unit or Generation Site qualified as a cogeneration facility with a specific energy efficiency in accordance with the Energy Minister's decree of 20 July 2016 defining the technical characteristics of high efficiency cogeneration facilities.

RTE reserves the right to verify that the Generation Unit, Stationary Storage Unit or Generation Site connected to the PDS actually has the characteristics defined in the certificate issued by the Balancing Service Provider.

#### *4.2.4.4.2.2 Consumption BE*

Five (5) Working Days at least before the end of each Month M and even if there is no change in the Balance Perimeter initiated by the Balancing Service Provider, the DSO Notifies to RTE the description of all the Consumption Sites connected to its network and belonging to a Remotely-Read or Profiled Consumption Site, taking into account these change requests that have been sent by the Balancing Service Provider at the latest ten (10) Working Days before the end of Month M and of the withdrawals made at the initiative of the System Operator according to the terms described in Article 4.2.4.4.1 at the latest ten (10) Working Days before the end of Month M.

This Notification specifies the following for each Site:

- the reference of the Site, as specified in Article 4.2.4.1.1; and
- the ID of the BE to which the Site is attached; and
- the identity of the BR and of the Site Supplier; and
- the Site's Balancing Capacity; and

- the Fixed scale used to establish the sums paid to the Supplier of the load-reduced sites; and
- the Site's Subscribed Power; and
- after checking its relevance, the Load Reduction Category; and
- if the Site belongs jointly to a Demand Response Entity and a BE, the ID of the Demand Response Entity to which the Remotely-Read Consumption Site belongs; and
- the origin of the measurement, which is either the Balancing Service Provider or the DSO; and
- the subject of the measurement, either the DSO's Metering Installation, or the channels available for load reduction by the Balancing Service Provider; and
- the type of Load Curve used in the flow reconstitution process (profiled or remotely read); and
- the type of contract concluded between the DSO and the Site for access to the PDS, whether a CARD, a Single Contract, or a Combined Contract.

At the latest five (5) Working Days before the end of each Month M, the DSO Notifies to RTE the description of all the Sites connected to the Public Distribution System that it manages and belonging to a Remotely-Read Consumption BE on the first Day of month M, specifying the identity of the BRs and Suppliers of these Sites on the first Day of month M.

#### *4.2.4.4.2.3 Impact Factor by Delivery Point Substation*

Five (5) Working Days at least before the end of each Month M and even if there is no change in the Balance Perimeter initiated by the Balancing Service Provider, the DSO Notifies to RTE, for the PDS Generation BEs and the Consumption BEs, the Impact Factor by Delivery Point Substation of the said BEs. If needed, the latter must take account of the range of balancing operations.

#### *4.2.4.5 Declaration of the extraction sites subscribing to a Load Reduction Bid Inextricably Linked with the Supply*

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

##### *4.2.4.5.1 Declaration by the Electricity Suppliers of the Consumption Sites and the activation periods of Load Reduction bids Inextricably Linked with Supply*

The Electricity Suppliers declare the Consumption Sites and the activation periods of the Load Reduction bids Inextricably Linked with Supply, in accordance with the terms set out in Article 5.6.1 of the NEBEF Terms and Conditions.

##### *4.2.4.5.2 Sending to RTE of information relating to Load Reduction Inextricably Linked with Supply by the Distribution System Operators*

At the latest, five (5) Working Days before the end of each calendar month M, the Distribution System Operator provides RTE with a list of the Consumption Sites subscribing to a Load Reduction bid Inextricably Linked with Supply [and attached to a Balancing Entity] with, for each Consumption Site, the following information:

- The reference of the Consumption Site used by the Distribution System Operator, as defined in Article 4.2.4.1.1.1 ;
- The name of the Electricity Supplier of the Consumption Site;
- The name of the Load Reduction bid Inextricably Linked with Supply to which the Consumption Site subscribed;
- [The name of the Balancing Entity to which the Consumption Site is attached].

At the latest, at the deadline set out in 4.5.2.1.2.1 for the sending—by the Distribution System Operator to RTE—of the Load Curves of a Remotely-Read Site connected to the PDS for the purpose of verification of the balances, the Distribution System Operator provides RTE with the information relating to the activation periods of the Load Reductions Inextricably Linked with Supply that occurred during the relevant period by sending the Load Curves, with the following information:

- The name of the activated Load Reduction bid Inextricably Linked with Supply;
- The date and time at which the advance notice of activation of the Load Reduction Inextricably Linked with Supply was sent to the sites that subscribed to the bid;
- The activation time slot (start date and time, end date and time).

#### 4.2.4.6 Update of Balance Perimeters by RTE

Based on information given to it in application of Articles 4.2.4.3 and 4.2.4.4, RTE updates the Balancing Service Providers' Balance Perimeters.

Any change in a Balance Perimeter is subject to compliance with the conditions described in Articles 4.2.1, 4.2.3, 4.2.4.1 and 4.2.2.2. Any change made to the Balancing Service Provider's Balance Perimeter, that adds, removes, or changes the characteristics of a BE's Site takes effect as follows:

- on the 1<sup>st</sup> day of Month M+1, if the Notification of the change request for the Balance Perimeter is received by the System Operator at least ten (10) Working Days before the end of Month M; or
- on the 1<sup>st</sup> day of Month M+2, if the Notification of the change request for the Balance Perimeter is received less than ten (10) Working Days before the end of Month M.

At the latest five (5) Working Days after the start of each Month M, RTE Notifies the Balancing Service Provider's Balance Perimeter.

##### 4.2.4.6.1 Calculation of the sum of the Subscribed Power according to BR, <sub>LC</sub> Type and DSO

For a Profiled Consumption BE J, the aggregated subscribed power on the scale of the BR K, with <sub>LC</sub> Type L and DSO I, is calculated as follows at the end of each Month M for Month M+1:

$$Subscribed\ power_{[RE\ K,\ TypeCdC\ L],\ GRD\ I,\ EDA\ J} = \sum_{Site\ S \in EDA\ J\ avec\ \{RE\ K,\ TypeCdC\ L,\ GRD\ I\}} Subscribed\ power$$

where:

- **LC Type:** describes the type of Load Curve to which the energy extracted by a Consumption Site is allocated for calculating the Imbalance of its BR. There are two types of Load Curve:

**Estimated LC Type:** This method applies to Profiled Consumption Sites whose consumption Load Curve is estimated by Profiling within the context of Section 2 of the Terms and Conditions;

**Remotely-Read LC Type:** This method applies to Remotely-Read Consumption Sites and to Profiled Consumption Sites connected to a Public Distribution System managed by a DSO applying simplified provisions for these Consumption Sites to reconstitute flows in accordance with annex D3 of section 2 of the Terms and Conditions.

The Subscribed Power values are determined with a level of accuracy corresponding to the Kilowatt. The rounding rules in Article 2.15.1 shall apply.

The values of the subscribed power aggregates are calculated monthly by RTE.

#### 4.2.4.6.2 Method for calculating the Distribution Key by Supplier and by Fixed Scale

##### 4.2.4.6.2.1 Calculation by RTE of the sum of the Subscribed Power by Supplier and by Fixed Scale

For a Profiled Consumption BE J, the aggregated subscribed power on the scale of the Supplier K and Fixed Scale L, is calculated as follows at the end of each Month M for Month M+1:

$$\text{Subscribed power}_{[Supplier K, Fixed scale L], BE J} = \sum_{\text{Site } S \in BE J \text{ with } \{Supplier K, Fixed scale L\}} \text{Subscribed power}$$

The Subscribed Power values are determined with a level of accuracy corresponding to the Kilowatt. The rounding rules in Article 2.15.1 shall apply.

The values of the subscribed power aggregates are calculated monthly by RTE.

##### 4.2.4.6.2.2 Calculation by RTE of the Distribution Key by Supplier and by Fixed Scale

The distribution key associated with Supplier K and Fixed Scale L is calculated by RTE as follows, based on the subscribed powers calculated on the scale of Supplier K and Fixed Scale L in accordance with 4.2.4.6.2.1:

$$\text{Distribution Key}_{[Supplier K, Fixed Scale L], BE J} = \sum_{\text{Sites } S \in BE J} [\text{Subscribed Power}_{[Supplier K, Fixed Scale L], BE J}] / \sum_{\text{Sites } S \in BE J} [\text{Subscribed Power}]$$

The Distribution Key by Supplier and by Fixed Scale has an accuracy of seven decimal places. The rounding rules in Article 2.15.1 shall apply.

The Distribution Key by Supplier and by Fixed Scale is calculated monthly by RTE at the end of Month M and applicable by RTE for Month M+1.

#### 4.2.4.6.3 Calculation of the Distribution Key by Load Reduction Category

##### 4.2.4.6.3.1 Calculation by RTE of the sum of Subscribed Power by Load Reduction Category



For a Profiled Consumption BE J, the aggregated subscribed power on the scale of Load Reduction Category C is calculated as follows at the end of each Month M for Month M+1:

$$\text{Subscribed power}_{[\text{Load-reduction Category C}], BEJ} = \sum_{\text{Site } S \in BEJ \text{ with } \{\text{Load-reduction Category C}\}} \text{Subscribed power}$$

The Subscribed Power values are determined with a level of accuracy corresponding to the Kilowatt. The rounding rules in Article 2.15.1 shall apply.

The values of Subscribed Power are calculated monthly by RTE.

#### 4.2.4.6.3.2 Calculation of the Distribution Key by Load Reduction Category

The distribution key associated with Load reduction Category C is calculated by RTE as follows, based on the subscribed powers calculated on the scale of Load Reduction Category C in accordance with 4.2.4.6.3.1:

$$\text{Distribution Key}_{[\text{Load-reduction Category C}], BEJ} = \sum_{\text{Sites } S \in BEJ} [\text{Subscribed Power}_{[\text{Load-reduction Category C}], BEJ}] / \sum_{\text{Sites } S \in BEJ} [\text{Subscribed Power}]$$

The Distribution Key by Load-Reduction Category has an accuracy of seven decimal places. The rounding rules in Article 2.15.1 shall apply.

The Distribution Key by Load-Reduction Category is calculated monthly by RTE at the end of Month M and applicable by RTE for Month M+1.

#### 4.2.4.6.4 Update of the BEs' Balancing Capacity

The Balancing Capacity of each BE in the Balance Perimeter is updated monthly by Notification from the Balancing Service Provider to RTE and to the DSOs concerned in accordance with the IS Terms and Conditions, ten (10) Working Days before the end of each Month M for Month M+1.

#### 4.2.4.6.5 Calculation of the Impact Factor by Delivery Point Substation

The Impact factor by Delivery Point Substation is the result of the concatenation, performed monthly by RTE, of the contribution of all DSOs to the Systems to which the Sites attached to this BE are connected. Indeed, each DSO Notifies to RTE, for each BE, the maximum transit power variation, upward and downward, that each Delivery Point Substation, connected to its System and to which the Sites attached to the BE are connected, may undergo when a balancing operation is performed on this BE. This Notification is given by the DSO, in accordance with the IS Terms and Conditions, within the timeframe indicated in Article 4.2.4.4.2.3.

## 4.3 Preparation of a Balancing Bid

### 4.3.1 Creating a Balancing Bid

#### 4.3.1.1 Characteristics of a Balancing Bid

For each of the BEs included in its Balance Perimeter, the Balancing Service Provider may Submit, for each Day:

- from a date M, if the BE is Qualified to submit RR Standard Product Bids, in accordance with Article 4.1, one or several Upward RR Standard Product Bid(s) and/or one or several Downward RR Standard Product Bid(s) on each Gate Closure time; and/or
- an Upward Specific Bid and/or a Downward Specific Bid on each Price Segment of the Day.

##### 4.3.1.1.1 Characteristics of a Standard RR Bid

All RR Standard Product Bids are made on the four (4) Quarter-Hourly Intervals making up the Delivery Time.

The basic characteristics of a Standard RR Bid, the exact format of which must comply with the messages specified in the IS Terms and Conditions, are transmitted via the TOPASE application and must include the following information:

- BE to which the Bid applies;
- Delivery Day and Time;
- Bid Direction (Upward or Downward);
- Bids which are related or exclusive;
- Divisibility of Bid;
- For each Quarter-Hourly Interval of the Delivery Time:
  - Bid Price expressed in €/MWh;
  - Minimum quantity bid expressed in MW, if the Bid is divisible;
  - Maximum quantity bid expressed in MW.

##### 4.3.1.1.2 Characteristics of a Specific Bid

###### 4.3.1.1.2.1 Generic characteristics of a Specific Bid

All Specific Bids have basic characteristics and specify a price for a given Price Segment as detailed below. They are also subject to the Usage Conditions specified in Article 4.3.1.3 and, where applicable, those specified in Article 4.3.1.1.2.2.2.

The basic characteristics of a Specific Bid, the exact format of which must comply with the messages specified in the IS Terms and Conditions, are transmitted via the SYGA Application set aside for this purpose. They must in all cases include the following information:

- BE to which the Bid applies;
- Day;

- Validity Period;
- Direction of the Bid (Upward or Downward);
- Bid Price, expressed in Euros per MWh (€/MWh).

The Bid Price of an Upward Bid must be greater than zero. In the case of an Upward Bid, the Bid Price will be used to establish the remuneration RTE pays to the Balancing Service Provider as compensation for a Bid Activation.

The Bid Price of a Downward Bid may be zero, positive or negative. In the case of a Downward Bid with a positive price or a price of zero, the Bid price will be used to establish the remuneration the Balancing Service Provider pays to RTE as compensation for a Bid Activation. In the case of a negatively-priced Downward Bid, the absolute value of the Bid Price will be used to establish the remuneration RTE pays to the Balancing Service Provider as compensation for a Bid Activation.

#### *4.3.1.1.2.2 Optional characteristics of a Specific Bid for BEs made up of thermal units*

A Balancing Service Provider with one or several BEs made up of thermal GUs, whose Nominal Power specified in the Balance Perimeter is greater than or equal to 10 MW and whose Forecast Dispatch Schedule is equal to zero for all or part of D, may submit Start-up Bids for Upward Bids.

A Start-up Bid is an Upward Bid whose implementation results in one or more thermal GUs being started up, despite this not being included in the Forecast Dispatch Schedule.

The Balancing Service Provider may propose, for a given BE, a Start-up Bid with a Validity Period of [00:00;24:00].

The financial conditions related to a start-up Bid are given in Article 4.6.

Where a Start-up Bid is Activated during Day D and the Activation continues into Day D+1, the start-up activation energy corresponds to the total energy Activated on Days D and D+1.

Furthermore, these BEs must simultaneously be subject to Upward Bids and Downward Bids that are used by RTE for all Balancing Orders which do not involve starting up a GU (e.g. early or delayed shutdown or start-up, power modulation).

#### *4.3.1.2 Type of Balancing Bids*

Balancing Bids are split into 3 categories:

- RR Standard Product Bids;
- Specific Bids
  - implicit Specific Bids;
  - explicit Specific Bids.

##### *4.3.1.2.1 RR Standard Product Bids*

These Bids come from BEs Qualified for submitting RR Standard Product Bids, in accordance with Article 4.1.

##### *4.3.1.2.2 Implicit Specific Bids*

These Bids come from PTS or PDS Generation BEs, when they are made up exclusively of SEs and when they are made up exclusively of Generation Units or Generation Sites all attached to a Scheduling Perimeter, in application of the provisions of Article 3.

As per Article L.321-13 of the French Energy Code, the Scheduling Agent provides RTE on the Balancing Mechanism with the total unused and technically available power connected to the PTS.

For each BE mentioned above, the Balancing Service Provider to whose perimeter the BE is attached must be the same legal entity as the Scheduling Agent to whose perimeter the BE(s) constituting that SE are attached.

All or part of a SE's unused and technically available power may not be made available as described above in the following cases:

- cases listed restrictively below in which Bids do not apply to the entirety of the available power:

power complement obtained by temporary modification of fuel,

light maintenance operation which may be interrupted or switched to a different time,

technical test which may be interrupted or switched to a different time,

increase in power resulting in hydraulic overspill;

- cases in which restrictive conditions are imposed on the Balancing Service Provider:

legal or regulatory restrictions,

environmental restrictions;

- PEs declared to be undergoing maintenance operations or technical tests, which may not be interrupted or switched to a different time;
- PEs that do not form part of a BE.

However, if there are insufficient Bids on the Balancing Mechanism, RTE may mobilise this available power according to the conditions defined in Article 4.4.8.3.

The Usage Conditions of implicit Specific Bids of a PTS or PDS Generation BE are set out in Article 4.3.1.3.

#### *4.3.1.2.3 Explicit Specific Bids*

These Bids come from all BEs except PTS Generation BEs, and, PDS Generation BEs when they are made up exclusively of Generation Units or Generation Sites from date I as described in Article 8.1.

##### *4.3.1.2.3.1 Explicit Specific Bids made by DSOs*

RTE may sign a balancing energy exchange agreement with a TSO with whose network the RTE system is interconnected, and who is tasked with balancing supply and demand for the power network for which it is responsible. This contract enables the neighbouring system (offering TSO) to provide RTE (recipient TSO) with balancing possibilities, which can be delivered via the interconnection. The reverse is also possible, with RTE (in this case the offering TSO) providing balancing possibilities for the neighbouring system (in this case the recipient TSO).

These balancing possibilities are offered by the offering TSO in the form of standardised bids, where the TSO concerned has sufficient reserves. These Bids are defined on the basis, firstly, of the Balancing Bids available to the offering TSO under local rules governing the provision of balancing resources, and, secondly, on forecast conditions for the balance of the power system.

As offering TSO, RTE formulates these Bids by using the normal Bids submitted to the Balancing Mechanism, on the following types of BE: Injection, Remotely-Read Extraction or Exchange Point.

The description of the standardised characteristics of bids formulated by RTE, and the method used to determine their price, are published on RTE's website.

As recipient TSO, bids received by RTE under these contracts are processed in the Balancing Mechanism in the same way as Balancing Bids formulated by Balancing Service Providers, for all of the conditions described in Articles 4.5 and 4.6 and in Article 5.

These Bids may only be activated by the recipient TSO, in agreement with the offering TSO, where there is sufficient residual capacity available on the interconnection.

#### *4.3.1.3 Bid Usage Conditions*

This paragraph applies only to Specific Bids.

##### *4.3.1.3.1 General principle*

The Usage Conditions for Bids allow the Balancing Service Provider to specify a certain number of parameters, which RTE undertakes to respect when using Bids.

RTE may automatically activate Bids under paragraph 4.3.1.3.5.1.2.2, without guaranteeing that all potential Bid Usage Conditions at the time of use of these Bids will be taken into account.

##### *4.3.1.3.2 Usage Conditions for implicit Specific Bids*

The format and transmission methods of Usage Conditions must comply with the messages specified in the IS Terms and Conditions. The same Bid Usage Conditions apply to all Bids in the same direction for a given BE and a given Day, with the exception of the Start-up Bids referred to in Article 4.3.1.1.2.2.2. The Bid Usage Conditions refer to the information listed below:

- Time Series by Half-Hourly Interval of Maximum Available Power in the case of an Upward Bid; and
- Time Series by Half-Hourly Interval of Minimum Available Power in the case of a Downward Bid; and
- Maximum Frequency Containment Reserve and Maximum Automatic Frequency Restoration Reserve at different operating points. The operating points and the Symmetric or Asymmetric Participations in the Frequency Containment and Automatic Frequency Restoration Reserves are determined according to Annexe 10; and

Minimum Usage Period. This period should be at least equal to the Measuring Interval of the Metering Installations; and different from the Maximum Usage Period; and

- Maximum energy; and

- Time Series by Half-Hourly Interval of Preparation lead time. This lead time represents the technical or operational constraints specified in the technical agreements. These constraints may be audited by RTE; and
- the gradient, equal to the Upward Gradient (respectively Downward Gradient) when the SE's power increases (respectively when the SE's power decreases).

Thanks to the information listed above, RTE determines an additional Usage Condition for Implicit Bids: the Mobilisation lead time.

This is calculated by RTE based on the Bid Preparation lead time, the gradient and the difference between the advised power defined in the Balancing Order and that defined in the BE Final Dispatch Schedule, and using the formula below:

$$ML = DP + \frac{\text{Advised power in the Balancing Order} - \text{Power of Running Programme before the Order}}{\text{gradient}}$$

#### 4.3.1.3.3 Usage Conditions for explicit Specific Bids

The format and transmission methods of Usage Conditions must comply with the messages specified in the IS Terms and Conditions. The same Bid Usage Conditions apply to all Bids in the same direction for a given BE and a given Day.

For each Bid, the following data are transmitted:

- Time Series by Half-Hourly Interval of maximum power offered; and
- Time Series by Half-Hourly Interval of minimum power offered; and
- Minimum Usage Period. This period should be at least equal to the Measuring Interval of the Metering Installations and different from the Maximum Usage Period; and
- Maximum Usage Period; and
- Maximum energy; and
- Mobilisation Lead Time Series; and
- Maximum number of Activations per Day; and
- Specific Bid Usage Conditions:

power thresholds offered; and

Neutralisation lead time between Activation.

Furthermore, the maximum and minimum power Time Series of the Usage Conditions for Exchange Point type BE Bids must have constant values on each Scheduling Interval of the Interconnection.

#### 4.3.1.3.4 Mobilisation lead time

The Mobilisation lead time indicated in the Usage Conditions for Exchange Point type BE Bids must be more than or equal to 30 minutes.

The Mobilisation lead time given in the Usage Conditions for Bids relating to the BEs attached to Order Recipients using the Web MMI for the TAO Technical System must be strictly more than 30 minutes.

#### *4.3.1.3.5 Calculation of Maximum Power Offered*

##### *4.3.1.3.5.1 Condition relative to Maximum Power Offered*

###### *4.3.1.3.5.1.1 General rule*

The value for Upward and Downward Power Offered as calculated in Articles 4.3.1.3.5.2 and 4.3.1.3.5.3 must be an integer greater than or equal to 10 MW. If this is not the case, the Bid is considered to be void.

The Maximum Upward Power Offered (respectively Downward) may not be greater than the sum of the maximum upward Balancing Capacities (respectively downward) of the Generation Units or Sites making up the BEs in question.

###### *4.3.1.3.5.1.2 Framework for derogation*

###### *4.3.1.3.5.1.2.1 Small "standardised" BEs*

By way of derogation from paragraph 4.3.1.3.5.1.1, for a day D, each Balancing Service Provider may choose two BEs not made up of Stationary Storage from its Balancing Perimeter, to each of which it can make Upward Bids for which the Maximum Power Offered is below 10 MW and greater than 1 MW.

For the day D concerned, the Bids from this BE must respect the following Bid Usage Conditions:

- the MLT of the Bids must be less than or equal to 30 minutes,
- the D<sub>Omin</sub> of the Bids must be less than or equal to 60 minutes.

###### *4.3.1.3.5.1.2.2 Small "non-standardised" BEs*

From 1 January 2019, by way of derogation from paragraph 4.3.1.3.5.1.1, and in addition to the provisions of paragraph 4.3.1.3.5.1.2.1, each Balancing Service Provider can offer Upward Bids for which the Maximum Power Offered is below 10 MW and greater than 1 MW. These Bids must respect the following Bid Usage Conditions:

- the MLT and the D<sub>Omin</sub> of the Bids must be in multiples of 30 minutes,
- the D<sub>Omin</sub> of a Bid must be more than or equal to 30 minutes.
- the sum of the D<sub>Omin</sub> and MLT of a Bid must be less than or equal to 180 minutes.

A Generation Unit or a Consumption Site may only participate in BEs placing Bids within this framework for three calendar years. A year of eligibility is counted from the time the Generation Unit or Consumption Site has been incorporated within the perimeter of a BE which has made Bids within this framework.

##### *4.3.1.3.5.2 Maximum Power Offered in the case of implicit Bids*

###### *4.3.1.3.5.2.1 Maximum Upward Power Offered*

The Maximum Upward Power Offered per Half-Hourly Interval is the difference between Maximum Available Power and the value of the Forecast Dispatch Schedule, in accordance with the conditions defined in Article 3 and the Bid Usage Conditions, calculated in MW.

For a BE on which a Balancing Bid is in the process of being Activated, Maximum Upward Power Offered per Half-Hourly Interval is the difference between Maximum Available Power and the value of the Final Dispatch Schedule, in accordance with the conditions defined in Article 3 and the Bid Usage Conditions, calculated in MW.

#### *4.3.1.3.5.2.2 Maximum Downward Power Offered*

The Maximum Downward Power Offered per Half-Hourly Interval is the difference between the value of the Forecast Dispatch Schedule and the Minimum Power, in accordance with the conditions defined in Article 3 and the Bid Usage Conditions, calculated in MW. Unless there are any contrary stipulations in the Bid Usage Conditions, the Minimum Power will be equal to zero.

For a BE on which a Balancing Bid is in the process of being Activated, Maximum Downward Power Offered per Half-Hourly Interval is the difference between the value of the Final Dispatch Schedule and the Minimum Power, in accordance with the conditions defined in Article 3 and the Bid Usage Conditions, calculated in MW.

#### *4.3.1.3.5.3 Maximum Power Offered in the case of explicit Specific Bids*

##### *4.3.1.3.5.3.1 Maximum Upward Power Offered*

The Balancing Service Provider gives RTE the Maximum Upward Power Offered per Half-Hourly Interval in its Bid Usage Conditions declaration. RTE may call for any full power value included between the value of the Minimum Power Time Series and the value of the Maximum Power Time Series compatible with all aspects of the Bid Usage Conditions.

For a BE for which a Balancing Bid is currently being Activated:

- When the Activation concerns a Downward Bid, the Maximum Upward Power Offered in half-hourly intervals is the sum of the maximum upward power declared in the Bid Usage Conditions and the activated downward power, calculated in MW;
- When the Activation concerns an Upward Bid, the Maximum Upward Power Offered in half-hourly intervals is the difference between the maximum upward power declared in the Bid Usage Conditions and the activated upward power, calculated in MW.

##### *4.3.1.3.5.3.2 Maximum Downward Power Offered*

The Balancing Service Provider gives RTE the Maximum Upward Power Offered per Half-Hourly Interval in its Bid Usage Conditions declaration. RTE may call for any power value included between the value of the Minimum Power Time Series and the value of the Maximum Power Time Series compatible with all aspects of the Bid Usage Conditions.

For a BE for which a Balancing Bid is currently being Activated:

- When the Activation concerns a Downward Bid, the Maximum Upward Power Offered in half-hourly intervals is the difference between the maximum downward power declared in the Bid Usage Conditions and the activated downward power, calculated in MW;



- When the Activation concerns an Upward Bid, the Maximum Upward Power Offered in half-hourly intervals is the sum of the maximum downward power declared in the Bid Usage Conditions and the activated upward power, calculated in MW.

#### **4.3.2 Interactions between the different types of Balancing Energy Bids**

RR Standard Product Bids associated with a BE and formulated on a time slot [H; H+1[ are considered feasible at the time of Submission of the Bid, if no Specific Bid was Activated by RTE over the period [H-30'; H+1[ at the gate closure time of placing the RR Standard Product Bid

All of the non-exclusive RR Standard Product Bids, Submitted by a Balancing Service Provider over a time slot [H; H+1H[ must be achievable independently of each other, taking into account the information which the Balancing Service Provider has at the time of Submission of Bids.

The power offered by a Balancing Service Provider in the context of a Standard RR Bid, associated with a BE, for which the sum of upward (or downward) maximum Balancing Capacities of Generation Units or Sites making up the BE concerned is greater than or equal to 10 (ten) MW, and outside the derogation framework defined in 4.3.1.3.5.1.2, and, before date M', excluding BEs consisting solely of Stationary Storage Facilities, on an hourly time slot [H ; H+1h[ must also be Submitted within the framework of a Specific Bid associated with this same BE on the time slot [H ; H+1h[.

For a given time slot [H; H+1[, RR standard product bids submitted by a Balancing Service Provider and associated with a BE included in the Balancing Service Provider's list of commitments under the Manual Frequency Restoration Reserve and Replacement Reserve contract over all or part of the day, including the time slot concerned, must not negatively affect the Provider's commitments as defined in this contract for the rest of the day.

#### **4.3.3 Submitting a Balancing Bid**

For a day D, the Balancing Service Provider may Submit its first Bids from 00H00 on D-7.

##### *4.3.3.1 Gate Closure Mechanism for Specific Bids*

There are 25 Gate Closures corresponding to each Day D described hereafter:

- 1 initial Gate Closure on D-1 at the System Access Deadline; and
- 24 intraday Gate Closures on the hour. The first intraday Gate Closure for the day D is the 23:00 Gate Closure on D-1.

On Days on which the official time changes (from winter to summer time and vice versa), the 2:00 Gate Closure is not open.

For a Day D:

- Bids Submitted before the System Access Deadline on Day D-1 are Acknowledged at the initial Gate Closure on D-1;
- Bids Submitted after the System Access Deadline on Day D-1 are Acknowledged at the first Gate Closure following their Submission.

##### *4.3.3.2 Submission*

Submission may concern a new Bid, Modification of a Bid or Withdrawal of a Bid.

#### 4.3.3.2.1 *Submitting a new Bid*

When a Consumption Site is connected to both a Demand Response Entity and a BE, the Balancing Service Provider may submit a Balancing Bid on the Balancing Mechanism at a Half-Hourly Interval for which the Balancing Service Provider, as Demand Response Operator, submits a Declared Load Reduction Schedule to RTE. In this case, the BE's Reference Load Curve is prepared in accordance with Article 4.5.2.2.2.5 and the Volumes Achieved are calculated in accordance with Article 4.5.2.3.3.

##### 4.3.3.2.1.1 *RR Standard Product Bids*

The Balancing Service Provider submits a RR Standard Product Bid by transmitting all the elements referred to in Article 4.3.1.1.1.

##### 4.3.3.2.1.2 *Specific Bids*

The Balancing Service Provider submits a Specific Bid by transmitting all the elements referred to in Articles 4.3.1.1.2 and 4.3.1.3.

#### 4.3.3.2.2 *Bid changes*

##### 4.3.3.2.2.1 *RR Standard Product Bids*

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

##### 4.3.3.2.2.2 *Specific Bids*

The Balancing Service Provider may make Changes to the elements constituting a Bid Taken into Account at a previous Gate as shown below:

- a Modification to the Bid Price is Submitted via the dedicated SYGA Application. It must comply with the message format and transmission conditions described in the IS Terms and Conditions;
- a Modification to the Bid Usage Conditions is Submitted:

for implicit Specific Bids in accordance with existing technical agreements and with the IS Terms and Conditions;

for explicit Specific Bids in accordance with the IS Terms and Conditions;

- a Modification to Power Offered is Submitted:

for implicit Specific Bids in accordance with the intraday Schedule modification conditions detailed in Article 3;

for explicit Specific Bids by way of a modification to Bid Usage Conditions, made in accordance with the messages specified in the IS Terms and Conditions.

#### 4.3.3.3 *Acknowledgement and Rejection*

Each Gate Closure is a signal that RTE has processed the new Bids, Modifications to Bids and Withdrawals of Bids Submitted since the previous Gate Closure.

Bids Submitted and which comply with the Terms and Conditions are Acknowledged.

Bids Submitted which fail to comply with the Terms and Conditions are Rejected. In particular, an Upward Bid associated with a Consumption BE is only taken into account by RTE if the Balancing Service Provider in question has a valid Technical Approval on the day of submission of the Bid.

Any Bid Acknowledged may be Called by RTE.

#### *4.3.3.3.1 New Bids*

##### *4.3.3.3.1.1 RR Standard Product Bids*

A new RR Standard Product Bid Submitted is Taken into Account if the Validity Period of the Bid is later than the end of the Neutralisation Lead Time.

##### *4.3.3.3.1.2 Specific Bids*

A new Specific Bid that is Submitted is Acknowledged at a Gate Closure if the Bid Validity Period starts on a Price Segment later than the expiry time of the Neutralisation lead time.

#### *4.3.3.3.2 Bid Modifications*

##### *4.3.3.3.2.1 RR Standard Product Bids*

Any Change to a RR Standard Product Bid is Acknowledged if the Validity Period of the Bid is later than the end of the Neutralisation Lead Time. The technical terms for redeclarations are specified in the IS Terms and Conditions.

##### *4.3.3.3.2.2. Specific Bids*

Any Modification to the price is Acknowledged, provided it fulfils the following two conditions:

- it must apply to a Bid that has not been Called at the Time of the Gate Closure; and
- it must apply to a Price Segment subsequent to the expiry of the Neutralisation lead time.

Where a Modification to a Bid Price is Acknowledged at a Gate Closure, the Balancing Orders decided after the Gate Closure relate to:

- to the Bid Price preceding the Gate Closure over the period situated before the expiry of the Neutralisation lead time or before expiry of the lead time  $[MLT + DO_{min}]$  if this falls after the expiry of the Neutralisation lead time.
- to the Modified Bid Price over the period situated after the expiry of the Neutralisation lead time or after expiry of the lead time  $[MLT + DO_{min}]$  if this falls after the expiry of the Neutralisation lead time.

A Modification to the Bid Usage Conditions is acknowledged following application of a Neutralisation lead time, provided the parameters modified do not call into question a Balancing Order issued by RTE prior to the Gate Closure.

A Modification to the Mobilisation lead time of a Bid must be technically justified, with the documented justification being attached to the new value of the Mobilisation lead time sent to RTE.

A Modification to the Mobilisation lead time of a Bid is Acknowledged upon receipt of the Modification and the technical justification, without confirmation from RTE. If technical justification is not supplied, the Modification is rejected.

A subsequent verification of the legitimacy of the technical justification may be performed by RTE.

For all Bids Activated after the Neutralisation lead time, RTE uses modified values for the following parameters: Minimum Usage Period, Maximum Usage Period, Maximum Energy, Maximum Number of Activations.

Modifications to the "Maximum Available Power, Minimum Power and Frequency Containment and Automatic Frequency Restoration Reserve" parameters are Submitted via Redclarations concerning parameters similar to the technical constraints declared under the terms of Article 3, and processed according to the rules contained in that Article.

#### *4.3.3.3.3 Withdrawal of Bids*

Any Withdrawal of Bids that calls into question a Balancing Order previously issued by RTE is denied.

##### *4.3.3.3.3.1 RR Standard Product Bids*

The Balancing Service Provider may Withdraw a RR Standard Product Bid via the TOPASE Application in accordance with the message format and terms for transmission described in the IS Terms and Conditions.

Any Withdrawal of a RR Standard Product Bid is Taken into Account if the Delivery Time is later than the end of the Neutralisation Lead Time.

##### *4.3.3.3.3.2 Specific Bids*

The Balancing Service Provider may Withdraw a Specific Bid Submitted at a previous Gate Closure via the dedicated SYGA Application. This Withdrawal must comply with the message format and transmission conditions described in the IS Terms and Conditions.

Withdrawal of a Specific Bid is Acknowledged, provided that it fulfils the following two conditions:

- it must apply to a Bid that has not been Called at the Time of the Gate Closure; and
- it must apply to a Price Segment subsequent to the expiry of the Neutralisation lead time.

When a Withdrawal of Bids is Taken into Account at a Gate Closure, no Balancing Order for a period after the end of the Neutralisation Lead Time can be issued on this Bid after the Gate Closure.

#### *4.3.3.3.4 Handling of Start-up Bids*

This paragraph applies only to Specific Bids.

In the particular case of a Start-up Bid, a Modification to a Bid Price or Withdrawal of a Bid is Acknowledged, if the Start-up Bid attached to the BE is not Activated at the Gate Closure Time.

## 4.4 Use of Balancing Bids by RTE

### 4.4.1 Classification of Specific Bids

#### 4.4.1.1 Principle based on merit order

For all P=C Balance requirements, RTE classifies, continuously, all the Specific Bids Acknowledged in increasing order (for Upward Bids) and decreasing order (for Downward Bids) according to their Bid Prices. RTE Calls Bids on the basis of their Bid Prices and Usage Conditions (notably the Mobilisation lead time and the Minimum Usage Period) and technical constraints. When redeclaration of the Usage Conditions for a Bid improves performance in terms of the MLT and/or the DO<sub>min</sub>, RTE undertakes to take these new characteristics into account for economic merging after a period equal at most to the sum of the Neutralisation lead time, the Mobilisation lead time and the Minimum Usage Period for the Specific Bid in question. The Mobilisation lead time and the Minimum Usage Period used are those given in the Bid Usage Conditions before the redeclaration request.

The Maximum Offered Power, the Maximum Usage Period and the Maximum Energy are not considered when choosing the Bids to be Called.

In addition to the above:

- if, on Day D, at each Gate Closure, the new Bids and the Modified Bids include some which are economically better placed than the Bids Called, RTE Deactivates all or part of the Bids Called and replaces them with New Bids to guarantee economic precedence;
- in the event of a change in the direction of the trend, i.e. if the trend changes from an Upward Balancing Requirement to a Downward Balancing Requirement or vice versa, RTE Cancels the Orders and/or Deactivates first of all the Bids Called under the previous trend, and then Calls Bids corresponding to the new trend.

The start-up Bids defined in Article 4.3.1.1.2.2 are taken into account when classifying Bids in order to incorporate the Fixed start-up Price into the effective Price per megawatt hour (MWh). This integration takes place by default based on a minimum call of the start-up Bid, thus the minimum power  $P_{\min}$  for the Minimum Usage Period  $DO_{\min}$ . When RTE has an estimate of the power and duration of the call of the start-up Bid, these estimates are taken into account.

The Price used for classifying these Bids is therefore established as follows:

$$\text{Effective Price per MWh} = \text{Bid price excluding fixed start-up price} + \frac{\text{fixed start-up price}}{P \times D}$$

where:

- P:

$P_{\min}$  by default; or

the call power of the Bid, estimated by RTE.

- D:

$DO_{\min}$  by default; or

the call duration of the Bid, estimated by RTE.

In addition to the above:

- In application of Article L.321-15-1 of the French Energy Code, at equal cost between two equivalent Upward Bids on the Balancing Mechanism, RTE gives priority to the Bid associated with a Consumption BE over one associated with a Generation BE.
- Without prejudice to the provisions of the aforementioned Article L.321-15-1, pursuant to Article R. 321-24 of the French Energy Code between two Upward Bids associated with Generation BEs, equivalent and with equal cost, RTE gives priority:

To the Bid associated with a BE eligible for the demand priority provided for in Article R.321-24 of the French Energy Code and issued by a Generation Unit or Generation Site qualified as a facility for the generation of electricity from renewable energies in accordance with Article L.211-2 of the French Energy Code, over the Bid associated with a BE not eligible for the aforementioned demand priority;

To the Bid associated with a BE eligible for the demand priority provided for in Article R.321-24 of the French Energy Code and issued by a Generation Unit or Generation Site qualified as a cogeneration facility with a specific energy efficiency in accordance with the Energy Minister's decree of 20 July 2016 defining the technical characteristics of high efficiency cogeneration facilities, over the Bid associated with a BE not eligible for the aforementioned demand priority.

- RTE can make Activations to conduct tests, pursuant to the provisions set forth in the contract. The Activations performed in this context do not take into account the call order established in the first paragraph of the present article.

#### *4.4.1.2 Management of changes in Price Segments*

For each Price Segment, RTE establishes a list of Bids classified according to economic precedence.

##### *4.4.1.2.1 Calling Specific Bids for balancing requirements concerning two consecutive Price Segments*

For balancing operations without time limitations, when the need for balancing concerns two consecutive Price Segments, RTE uses the Bids in the order of economic precedence of the Price Segment which includes the Activation Time of the Balancing Order meeting the afore-mentioned need.

##### *4.4.1.2.2 Management of transition times between Price Segments*

Among the BEs for which RTE has Called a Bid on the current Price Segment without specifying the Deactivation Time, RTE identifies:

- those for which there is no Bid on the following Price Segment;
- those for which the Bids move out of economic precedence on the following Price Segment.

Before the end of the current Price Segment, RTE Deactivates the Bids by BEs for which there are no Bids on the following Price Segment.

Whilst respecting Bid Usage Conditions, RTE Deactivates Bids which are out of economic precedence, and Calls new Bids in order of economic precedence, depending on the dynamics of the power system.

In order to maintain frequency regulation within normal segments, RTE may anticipate Calling new Bids and/or delay the Deactivation of Bids out of merit order, no more than half an hour before and/or after the Time when the new Price Segment begins.

#### *4.4.1.3 Merit order of a limited number of Specific Bids*

##### *4.4.1.3.1 Congestion and reconstitution of Ancillary Services or reserves*

In order to resolve Congestion or reconstitute Ancillary Services or reserves in real time, RTE classifies Bids according to merit order, based on a limited sub-group of BE's able to meet the requirements of these situations.

##### *4.4.1.3.2 Balancing within time constraints*

As a result of constraints inherent to the operation of the power system, RTE may be forced to resort to the Tertiary Rapid Reserve, which is exclusively made up of BEs able to increase Injection or decrease Extraction within a period of 15 minutes.

In such cases, RTE classifies Bids according to their economic precedence on the basis of a limited subset of BEs that meet this criterion.

##### *4.4.1.4 Capacity constraints on Interconnections*

As a result of capacity constraints on Interconnections, RTE may temporarily exclude all or part of certain Balancing Bids corresponding to Exchange Point BEs. For a given Interconnection, RTE accepts, in order of priority, Transactions under the terms of a Participation Agreement for the Import/Export Terms and Conditions, then the Balancing Bid, provided there are sufficient residual capacities available.

Thus, RTE is likely to refrain from Calling a Bid with economic precedence, if these residual capacities on the Interconnection are insufficient.

##### *4.4.1.5 Case of Specific Bids referred to in 4.3.1.3.5.1.2.2*

By way of derogation from paragraph 4.4.1.1, for all P=C Balance requirements, RTE classifies, on D-1 and D, all of the Bids Acknowledged referred to in 4.3.1.3.5.1.2.2, and which meet the conditions defined in the above-mentioned paragraph, in increasing order of their Bid Prices. This classification is done alongside the classification described in paragraph 4.4.1.1.

These Bids are called on:

- by taking into account the merit order between the balancing proposals;
- automatically at their Maximum Power Offered, without guaranteeing that all potential Bid Usage Conditions will be taken into account;
- in the event that at the first Half-Hourly Interval which can be activated, Bids with a higher Bid Price have been activated for P=C reasons, in accordance with the terms described in 4.4.1.1;
- within a limit of 100 MW for each Half-Hourly Interval, over all the Activated Bids in accordance with the terms of the present paragraph.

As provided for in Article L321-10 of the French Energy Code, RTE activates these bids taking into account the merit order of these balancing proposals submitted, subject to the technical constraints of the balancing of the system which would require non-activation of certain bids submitted or non-compliance with the bid usage conditions submitted by the market participant.

In the event of a failed implementation for which the Balancing Service Provider has informed RTE that it cannot implement the Order on at least one Half-Hourly Interval, due to the non-compliance of its Bid with Bid Usage Conditions, and if RTE has been made aware of this prior to the Activation Time, then the penalty set forth in 4.6.1.2.3 and 4.6.2.9.3 is not applied.

#### **4.4.2 Exclusion of Bids for System constraints**

For the reasons listed below concerning the Reliability of the Network:

- to prevent causing or worsening Congestion,
- Frequency Ancillary Services;
- reconstitution of reserves,

RTE may have to:

- partly or entirely exclude Implicit or Explicit Balancing Energy Bids from the common merit order list, for the purposes of meeting a specific requirement:
- not share some RR Standard Product Bids within the platform for exchange of RR Standard Products.
- not activate RR Standard Product Bids selected by the platform for exchange of RR Standard Products.

Bids relating to BEs participating in the Rapid Reserve and the Complementary Reserve, notably BEs covered by Rapid and Complementary Reserve provision contracts, may be excluded by RTE from the list of Specific Bids classified by merit order or not be shared within the RR Standard Product Bid platform, in order to maintain power and a sufficient Rapid and Complementary Reserve stock for the System requirement.

On the same Half-Hourly Interval, RTE may be required to temporarily impose a 100 MW limit for the activated power on the group of BEs for which the Maximum Power Offered is less than 10 MW.

If the TAO Technical System is unavailable, the time constraints concerning placement of Balancing Orders by telephone may lead RTE to limit the number of Order Recipients called for the Balancing Operations on the same time segment.

The reasons behind all exclusions are made clear through RTE's traceability system.

#### **4.4.3 Balancing process with the RR Standard Product Bid platform**

The provisions of Articles 4.4.3.2 and 4.4.3.3 apply for each Hourly Interval for which RTE participates in the RR Standard Product Bid sharing process.



#### *4.4.3.1 Transitional terms*

Up to date X, full participation in the RR Standard Product Bid sharing process may not be ensured.

#### *4.4.3.2 Expression of RTE's need in terms of the RR Standard Product Bid platform*

The following provisions apply for each Hourly Interval for which RTE participates in the RR standard product bid sharing process.

The P=C balancing need transmitted to the RR Standard Product Bid platform by RTE corresponds to the total need for balancing P=C provided by RTE on the Hour H preceded by 40 minutes. This need is expressed with a precision of 100 MW.

For each 100 MW power segment of the P=C balancing need expressed on the RR Standard Product Bid platform, RTE sets a price limit for the need. The value of this price limit may be:

- "at any cost" if this balancing need is activated to ensure sufficient margin levels,
- a price equal to an estimation of the cost of this balancing need from Activation of a BE that has submitted Specific Bids and has not submitted Standard Bids and for which the MLT of the Specific Bid is less than or equal to 29 minutes. The estimation of this price is the outcome of the market data and an estimate of the probability of meeting the need assessed by RTE.

When RTE participates in the RR Standard Product Bid sharing process for an Hourly Interval, RTE does not activate Specific Bids for P=C balancing reasons on this Hourly Interval until it receives the P=C balancing need met by the RR Standard Product Bid platform.

#### *4.4.3.3 Submission of RR Standard Product Bids to the RR Standard Product Bid platform*

For a given Hourly Interval, when RTE participates in the RR Standard Product Bid sharing process, RTE transmits the RR Standard Product Bids to the RR Standard Product Bid platform according to a process defined between the partner TSOs and specifying the Standard Product Bids which are not shared according to the conditions specified in Article 4.4.2.

### **4.4.4 Reasons for balancing operations**

RTE Calls Balancing Bids for one of the Reasons listed hereafter.

#### *4.4.4.1 Management of the P=C Balance*

This refers to Upward or Downward balancing operations intended to re-establish the balance between supply and demand. These operations meet the following requirements:

- imbalance observed in real time or forecast estimate of an imbalance between supply and demand;
- compensation for balancing operations carried out to deal with congestion or reconstitute Ancillary Services or reserves.
- balancing needs defined by the RR Standard Product Bid platform.

Aside from exceptional operating conditions, RTE will not Activate Bids for managing the overall "P=C" Balance on D-1. Nevertheless, RTE may Activate Bids from Exchange Points on D-1 for managing the overall "P=C" Balance when it allows to decrease the balancing costs. This possibility is restricted to borders where there is no intra-day access. It will be cancelled as soon as the intra-day access is set up.

#### *4.4.4.2 Reconstituting Ancillary Services*

This refers to Upward or Downward balancing operations carried out in order to reconstitute the minimum values required for Frequency Containment and Automatic Frequency Restoration Reserves. These operations are carried out on a limited number of Bids (those which correspond to BEs with the technical capacity to supply Automatic Frequency Restoration and/or Frequency Containment Reserve).

Aside from exceptional operating conditions, RTE will not Activate Bids for reconstituting Ancillary Services on D-1.

#### *4.4.4.3 Reconstituting Reserves*

This refers to Upward or Downward balancing operations carried out to allow, for a given time frame, the Operating Reserve to be greater than the Required Margin. These operations, which are intended to increase the volumes available, are carried out on BEs whose Usage Conditions and technical constraints are compatible with requirements (Mobilisation lead time, Maximum energy).

#### *4.4.4.4 Handling Congestions*

In order to resolve Congestions, RTE conducts balancing operations from Bids whose implementation is likely to reduce the physical flow on the installation(s) affected by Congestion.

### **4.4.5 Activation and Deactivation of Bids**

#### *4.4.5.1 Activation and Deactivation: sending a Balancing Order*

For a given BE, an Upward Bid and a Downward Bid may not be Activated at the same time. RTE Activates a Balancing Bid at the earliest one Hour before the start of the Mobilisation Lead Time of the Bid.

To Activate a Bid, Cancel a Bid or Deactivate a Bid, RTE uses the TAO System to submit a Balancing Order to the Order Recipient whose name and coordinates are indicated for each BE in the Balancing Perimeter.

RTE specifies to the Receiver of Order:

- for implicit Bids, the new setpoint of the BE;
- for explicit Bids, the power required;
- for Specific Bids, the Activation Time and Deactivation Time, if applicable;
- for RR Standard Product Bids, the identifier of the Bid.

In the case of an Exchange Point BE, the Activation Time and the Deactivation Time are the Hours of the start and end of the scheduling Intervals of the Interconnection considered.

For Specific Bids:

- RTE may require the Balancing Service Provider to immediately implement a Balancing Order, in accordance with the Bid Usage Conditions, without specifying the Deactivation Time, which will be specified at a later time.
- RTE may, by issuing a new Balancing Order, change the Deactivation Time stated in the initial Balancing Order and, in doing so, shorten or lengthen the Activation time, subject to compliance with the Bid Usage Conditions.

For RR Standard Product Bids valid over an Hourly Interval [H; H+1[, Balancing Orders are submitted by RTE at least 25 minutes before Hour H.

The terms for transmitting the Final Dispatch Schedule are described in Article 3.2.4.

If the TAO system is unavailable, and solely for BEs whose Maximum Power Offered is greater than or equal to 10 MW, RTE transmits the Balancing Orders by telephone to the Order Recipient whose name and details are given for each BE in the Balancing Perimeter.

If the TAO system is unavailable, no Balancing Order relating to a Standard RR Bid is transmitted by RTE.

#### *4.4.5.2 Compliance of the Specific Bid with Bid Usage Conditions*

At the time of the issuance of the Order and subject to the provisions of Article 4.6.1.1.6, RTE complies with the Bid Usage Conditions described in Article 4.3.1.3, except in the case of operation in downgraded mode as defined in Article 4.4.8.

For BEs containing Scheduling Entities, RTE moreover, and where relevant, complies with the technical constraints declared in respect of Scheduling, in accordance with Article 3.2.3.

If a Balancing Order requires a change in scheduling to comply with the technical constraints or Bid Usage Conditions known to RTE and reiterated by the Order Recipient at the time of transmission of the Balancing Order, then this adaptation of the scheduling is handled as a balancing operation.

If the Receiver of Order finds that Balancing Orders do not comply with the Bid Usage Conditions or the technical constraints declared for the Scheduling, it alerts RTE as soon as possible.

#### *4.4.5.3 Cancellation of Orders*

To cancel a Balancing Order, RTE sends the Balancing Service Provider a new Order stating that the Dispatched Bid must not be Activated.

RTE may not cancel a Balancing Order after the cancellation deadline defined as follows:

- for Remotely-Read Consumption, Profiled Consumption and Exchange Point BEs, the cancellation deadline is defined as the "Activation Time minus the Mobilisation Lead Time of the Bid";
- for Generation BEs, the cancellation deadline is specified in the technical agreement. If it has not been specified, the cancellation deadline is defined as the "Activation Time minus the Mobilisation Lead Time of the Bid".

The Order Recipient alerts RTE in the hour following issuance of the cancellation Order when it finds that this cancellation Order does not comply with the cancellation deadline. If the Order Recipient does not issue an alert, any dispute relating to non-compliance with the cancellation deadline will be inadmissible.

#### *4.4.5.4 Implementation of Balancing Orders by the Balancing Service Provider*

The Balancing Service Provider must implement the Balancing Orders transmitted to it by RTE.

All Balancing Orders accepted by the Order Recipient are considered to be implemented.

In the case of total or partial inability to implement a Balancing Order, the Balancing Service Provider informs RTE by phone as soon as possible. The Call time is tracked and serves as a reference in the process of monitoring the implementation of Orders and compensation according to the principles defined in Articles 4.5 and 4.6.

#### *4.4.5.5 Traceability of Balancing Orders by RTE*

Balancing Orders are registered by RTE, including when they are submitted by phone.

Furthermore, in accordance with the IS Terms and Conditions and no later than at the end of each Half-Hourly Interval, RTE provides the Balancing Service Provider with a computer entry of the Balancing Orders submitted by RTE in the course of the past Half-Hourly Interval. These data include the following information:

- reference number of the Balancing Order;
- identification number of the BE;
- reference number of the Bid concerned;
- bid direction;
- power in MW requested;
- Balancing start time;
- Balancing end time;
- reason for the Balancing operation.

For Generation BEs connected to the PTS, this information corresponds to the difference between the Theoretical Final Dispatch Schedule at 5-minute Intervals and the Forecast Dispatch Schedule established by RTE at 5-minute Intervals.

These data are updated following the calculation process for the Volume Achieved described in Article 4.5.

#### *4.4.5.6 Multiple activations by RTE*

RTE may Activate or Deactivate a Specific Bid several times, subject to compliance with its Bid Usage Conditions.

#### **4.4.6 Immediate Implementation Orders for the System Backup**

RTE may issue immediate implementation orders to Users connected to a specific system, for the transmission system backup, for which the procedure for implementation is set out in an agreement concerning the submitting and implementing of backup orders.

#### **4.4.7 Prioritisation of Orders submitted by RTE**

If several Orders are submitted by RTE and it is not feasible to implement all of the Orders due to a contradiction between the Orders or due to the fact that implementing one of the Orders makes it not possible to implement one or several others, the Balancing Service Provider gives priority to the following Orders, by order of highest to lowest importance:

- Immediate implementation orders for the System backup
- Bids submitted by telephone,
- Orders submitted using the TAO system and concerning Specific Bids,
- Orders submitted using the TAO system and concerning RR Standard Product Bids.

This order of priority takes precedence over the Order transmission time by RTE to the Balancing Service Provider.

RTE is implementing a process to limit these situations. Traceability allows RTE, where relevant, to provide the Balancing Service Provider with the reasons that led to these situations.

#### **4.4.8 Procedure in the event of insufficient Bids**

If there are an insufficient number of Bids, generating a Reliability risk, RTE can act in two ways:

- send an information message for insufficient Bids;
- notification of switch to downgraded mode by providing a message of potential need for activation of additional facilities.

The choice of Balancing Energy Bids based on compliance with merit order is maintained as long as the Reliability Terms and Conditions are not affected and, if a switch to downgraded mode is necessary at a given time, normal operation is returned to as soon as possible.

##### **4.4.8.1 Criteria for detecting insufficient bids**

The Balancing Energy Bids Submitted by the Market Participants (excluding Exceptional Bids) may be insufficient, at a given deadline, to resolve Congestion or the P=C Balance.

Balancing Bids are considered insufficient to meet the P=C Balance when the Operational Margin is less than the Required Margin.

##### **4.4.8.2 Information message for insufficient Bids**

If given the deadline, the insufficient Bid situation is likely to be resolved at the next Gate Closure(s), RTE publishes an alert message for the Balancing Service Providers on its Website inviting them to Submit new Bids. This information message is published as a notice on the RTE website.

The information message specifies:

- the Direction of the balancing need (Upward or Downward); and
- the characteristics of Bids meeting this need; and
- the time slots for the insufficient Bids; and
- the last Gate Closure before new Bids are expected.

The displaying of the information message does not indicate a switch to downgraded mode as set out in Article 4.4.8.3. In particular, new Bids received in response to this message are collated with Bids received previously and RTE uses them in accordance with Articles 4.4.1, , 4.4.4 and 4.4.5.

#### *4.4.8.3 Switch to downgraded mode due to insufficient bids*

If the first deadline for the insufficient Bids is too close and the next Gate Closure would therefore be too late, RTE makes the decision to switch to downgraded mode for the corresponding time range.

In downgraded mode, the implementation of Articles 4.3.3, 4.4.1, 4.4.4, 4.4.5 and 4.6 is partially suspended and the following provisions are applied.

##### *4.4.8.3.1 Notice of switch to downgraded mode*

RTE informs Balancing Service Providers and Scheduling Agents of the switch to downgraded mode by providing a message of potential need for activation of additional facilities. Except in extremely urgent cases this information must be given ahead of time and is subject to a notice published on the RTE website.

For each Scheduling Entity concerned, the Scheduling Agent sends RTE the unused and technically available power:

- for Scheduling Entities making up BEs in which Bids do not cover all of the available power, in the form of Additional Bids submitted and used in accordance with Article 4.4.8.3.2;
- for Scheduling Entities making up BEs in which restrictive conditions are imposed on the Balancing Service Provider, in the form of Exceptional Bids transmitted and used in accordance with Article 4.4.8.3.4 ;
- for Scheduling Entities making up BEs declared to be under maintenance operation or undergoing technical tests which may not be interrupted or postponed and for Scheduling Entities which do not make up BEs, in the form of a pair {power; duration} that can be called upon during downgraded mode, along with any restrictions related to the use of this SE. This information is sent to RTE by the Scheduling Agent by email or fax as soon as possible. RTE may call on the power offered under the conditions set out in Article 4.4.8.3.5.

As these Scheduling Entities are included in the same hydraulic valley, the information may be sent for the entire valley.

The switch to downgraded mode for insufficient bids opens up the following means of action for RTE.

##### *4.4.8.3.2 Use of Additional Bids*

The information provided for in Article 4.4.8.3.1 invites Balancing Service Providers to Submit Additional Bids. It states RTE's need (upward or downward, for all BEs or a list of BEs, time slots of the need) and the time limit for sending Additional Bids.

Additional Bids are Submitted at the earliest possible time, by email or fax, to the recipients indicated by RTE in the notice of switch to downgraded mode.

As these are BEs containing Scheduling Entities referred to in Article 4.3.1.2.2:

the Balancing Service Provider Submits Additional Bids for the unused and technically available part of the power that is not offered through the SYGA application on the Balancing Mechanism or which is not offered via TOPASE in a Standard RR Bid;

- Additional Bids may be Submitted from the System Access Deadline. In this case, they will not be able to be modified by the Balancing Service Provider, or be used by RTE outside of a downgraded mode for insufficiency of Bids.

Additional Bids are Taken into Account and can be Dispatched immediately, on condition of respecting their Usage Conditions. They are settled at the Bid Price indicated in the email or fax.

The financial conditions for Additional Bids concerning a thermal unit of more than 10 MW may, where relevant, include a Fixed Start-up Price in addition to the Bid Price.

They are classified with the Bids Submitted by the Market Participants in SYGA.

They can only be Dispatched during downgraded mode.

The use of these Additional Bids is stated in the files provided to the Balancing Service Providers via SYGA, in accordance with the provisions of Article 4.6.1.3.

The use of Additional Bids is taken into account in the calculation of the indicators published on D+3 stated in Article 4.10.1.1.

#### *4.4.8.3.3 Implementation of reserve-sharing agreements between RTE and other TSOs*

After depletion of the Bids taken into account at the Gate Closures and the Additional Bids, RTE may put in place reserve-sharing agreements entered into with other TSOs, aimed at strengthening the power system safety in a downgraded situation.

The use of these reserve-sharing agreements between RTE and other TSOs following a request by RTE is taken into account in the calculation of the indicators mentioned in Article 4.10.1.1.

#### *4.4.8.3.4 Use of Exceptional Bids*

Where relevant and after depletion of the Bids taken into account at the Gate Closures, Additional Bids and opportunities for reserve exchange under agreements with other TSOs, RTE may Dispatch Exceptional Bids Submitted by Balancing Service Providers on D-1 at the initial Gate Closure in accordance with the message described in the IS Terms and Conditions.

RTE's use of Exceptional Bids is subject to exemption rules. The use of Exceptional Bids is taken into account in the calculation of the indicators published on D+3 stated in Article 4.10.1.1.

#### *4.4.8.3.5 Use of non-offered facilities*

Where appropriate and after exhaustion of Exceptional Bids, RTE may call on a BE it knows the availability of. Two cases may arise:

- no Bid has been Submitted for this BE or a Bid has been Submitted but without specifying its price or the BE is declared to be under technical trial. In this case the settlement is established at each Half-Hourly Interval based on the *Price = Max [Reference Spot Price; Marginal Balancing Price; last Bid Price known by RTE for this BE on the same Price Segment]* for Upward Orders and the *Price = Min [0; Marginal Balancing Price; last Bid Price known by RTE for this BE on a same Price Segment]* for Downward Orders;
- a Bid has been Submitted for this BE and RTE wishes to use this Bid outside of the Bid Usage Conditions associated with this Bid. In this case the settlement is established at the Bid Price in accordance with the terms defined in Articles 4.6.1.1.6.2 and 4.6.1.1.6.3.

In addition, RTE may call on the Scheduling Entities which do not make up a BE on the basis of the information transmitted by the Scheduling Agents in accordance with Article 4.4.8.3.1. The settlement is established at each Half-Hourly Interval based on *Price = Max [Reference Spot Price; Marginal Balancing Price]* for Upward Orders and the *Price = Min [0; Marginal Balancing Price]* for Downward Orders.

The use of these means is not taken into account in the calculation of the indicators published on D and D+3 stated in Article 4.10.1.1. RTE subsequently amends the indicators D+3 in order to take into account the use of non-offered facilities when the energy and settlement corresponding to these facilities are known.

As these are pumping STEP, the cost of exceeding the contract power on RTE's request is added to the settlement.

#### 4.4.8.3.6 Notice of the end of operation in downgraded mode

RTE informs the Balancing Service Providers of the end of operation in downgraded mode except if the end time was explicitly specified in the information of switch to downgraded mode. An information notice of the end of operation in downgraded mode is also sent if RTE wishes to anticipate the end of the downgraded mode specified in the information of switch to downgraded mode. A notice of the end of the operation in downgraded mode is published on the RTE website.

#### 4.4.9 Unscheduled Unavailability of the Public Transmission System excluding the power evacuation system

This article applies exclusively to situations of Unscheduled Unavailability of the Public Transmission System for which RTE has a financial responsibility as set out in the contract for access to the System.

In case of an Unscheduled Unavailability of the Public Transmission System leading to an Injection restriction upon a PTS Generation BE or a PDS Generation BE, RTE activates, for Congestion reasons, a Specific Bid for this BE. For a STEP functioning as a Consumption Site, RTE Activates a Specific Balancing Bid and complies with the Bid Usage Conditions. In case of an Unscheduled Unavailability of the Public Transmission System leading to an Extraction restriction of a Remotely-Read Consumption BE or a Profiled Consumption BE, RTE activates a Specific Balancing Bid for this BE, for Congestion reasons.

The balancing energy is calculated on the basis of the following elements:

- beginning of the balancing operation: automatic or manual restriction (or increase) of Injection or Extraction;
- end of the balancing operation: potential return of generation or extraction.



These terms and conditions also apply if the Unscheduled Unavailability of the Upstream Network was considered as originating from the Generation Feed Network, following incorrect information from RTE or as the result of information not being provided.

Upward balancing operations, respectively Downwards, made following an Unscheduled Unavailability of the Upstream Network on Generation Units making up BEs for which no Specific Balancing Bid has been submitted on the Balancing Mechanism, as referred to in the Transmission System Access Contract concluded with Generators, are treated in accordance with the terms of Article 4.4.8.3.5 "Use of non-offered facilities".

Upward balancing operations carried out as a result of Unscheduled Unavailability of the Upstream Network on Generation Units that do not make up BEs, mentioned in the Transmission System Access Contracts with Generators, are processed as Upward Specific Bids at the Reference Spot Price Activated for handling Congestion.

Downward balancing operations carried out as a result of Unscheduled Unavailability of the Upstream Network on Generation Units that do not make up BEs, mentioned in the Transmission System Access Contracts with Generators, are processed as Specific Bids at a price of zero Activated for handling Congestion.

RTE may establish a technical agreement with a Balancing Service Provider in order to set up an Automated Network Control Device with Generation Sites connected to the PTS, Generation Sites connected to the PDS or Consumption Sites connected to the PTS. This technical agreement may also apply to the processing of Unscheduled Unavailability of the Public Transmission System for Generation Sites outside the implementation of an automatic network control device, in particular pending its commissioning.

This agreement can define a Specific Bid that can be activated at any time during the Validity Period of the agreement. Subsequently, the submission deadline and the transmission channel set forth in Articles 4.3.1.1 "Characteristics of a Balancing Bid" and 4.3.3.1 "Gate Closure Mechanism" do not apply to this Bid. Likewise, the Bid usage conditions may be specifically defined in the agreement and not according to the general provisions of the IS Terms and Conditions as defined in Articles 4.3.1.3.2 "Usage Conditions for Implicit Specific Bids" and 4.3.1.3.3 "Usage Conditions for explicit Specific Bids".

The agreement aims to resolve Congestions on the system by an automatic channel, the Maximum Power offered in this agreement is not subject to the threshold conditions set forth in Article 4.3.1.3.5.1 "Condition relative to Maximum Power Offered".

As the Specific Bid can be activated by an Automated Network Control Device, the agreement can define the specific terms and conditions for the Call of the Specific Balancing Bid, different from those set forth in Article 4.4.5.1.

In the event that the contractual framework for valuation of the capacity which is the subject of the agreement does not allow its use for balancing the system and/or when the technical mechanism does not allow use of the Bid for P=C needs, the agreement may provide that the Specific Bid cannot be Activated by RTE to manage the P=C Balance, and is, therefore, excluded from the list of economic precedence for P=C referred to in Article 4.4.1.1 4.4.1.1 "Principle based on merit order".

If the conditions are met for Activation of this Bid to manage the P=C Balance, the agreement may provide that the Bid can be activated to manage the P=C Balance. The Bid will then be integrated within the list of economic precedence for P=C, referred to in Article 4.4.1.1 "Principle based on merit order".

As a result of the specific terms and conditions for traceability of Balancing Operations activated by automated mechanism, the agreement can define the terms and conditions and deadlines for publication of specific Activation data, different from those provided for in Articles 4.4.5.5 "Traceability of Balancing Orders by RTE" and 4.6.1.3.1 "Transmission of data to the Balancing Service Provider".

The volumes adjusted within the context of the agreement may not be taken into account in the calculation of the indicators published on D+3 referred to in Article 4.10.1.1. If necessary, RTE subsequently amends the D+3 indicators to take these volumes into account as soon as they are known.

The volumes adjusted within the context of the agreement may not be taken into account in the D+3 publications destined for Balance Responsible Parties referred to in Article 4.10.2 "Information from Balance Responsible Parties regarding the Balancing Mechanism".

The volumes adjusted within the context of the agreement may not be taken into account in the D+3 publications destined for DSOs referred to in Article "4.10.3 Provision of Information to Distribution System Operators".

The agreement may define the terms and conditions of specific billing, different from those provided for by Articles 4.6.1.4.1.2 "Invoices issued by RTE" and 4.6.1.4.1.3 "Invoices issued by the Balancing Service Provider".

## **4.5 Calculation of the Volume Achieved of BEs**

### **4.5.1 Principle for calculating the Volume Achieved of BEs**

RTE calculates the Volume Achieved on the scale of the BE to ensure the proper implementation of the Balancing Order at each Control Interval of the Control Period of the BE. The implementation of this calculation, detailed in Articles 4.5.2 and 4.5.3, depends on the technical specificities of the BE.

#### *4.5.1.1 BE Control Period*

From the date T, Notified three (3) Months in advance to the Balancing Service Providers, the Control Period of a BE corresponds to the following periods combined:

- [H-30 ; H+1h[ if a Standard RR Bid of the BE has been activated on the time slot [H ; H+1h[;
- For Specific Bids, all of the full 10-minute Intervals during which the Theoretical Expected Volume or the Actual Expected Volume defined in Articles 4.6.2.1 and 4.6.2.2 is not zero.

#### *4.5.1.2 Control Interval*

The Control Interval changes from date T:

- before Date T, the Control Interval is equal to thirty (30) minutes;
- after Date T, the Control Interval is equal to ten (10) minutes.

## **4.5.2 Calculation of the Volume Achieved of BEs concerning Bids excluding Bids from Exchange Point BEs**

### *4.5.2.1 Production of the BE's Load Curve*

The BE's Load Curve is established by RTE by adding together the Load Curves of the Sites contained in it.

The Site's Load Curves are established in accordance with the conditions mentioned below.

Unless indicated otherwise, the accuracy of the Load Curves is the kW.

#### *4.5.2.1.1 Sites connected to the PTS*

The Load Curve of a Remotely-Read Generation or Consumption Site connected to the PTS is made up of usage or production data, collected at the 10-minute Interval by RTE's Remotely-Read Metering Installations.

The Load Curve of a storage Site connected to the PTS is made up of the difference between generation and consumption data, collected at 10-minute Intervals by RTE's Remote Metering Installations.

#### *4.5.2.1.2 Sites connected to the PDS*

##### *4.5.2.1.2.1 NDS Generation Sites and Remotely-Read Consumption Sites*

The Load Curve of a Remotely-Read Generation or Consumption Site connected to the PDS is made up of usage and/or production data, collected at the 10-minute Interval by DSOs' Remotely-Read Metering Installations.

The Load Curve of a storage Site connected to the PDS is made up of the difference between generation and consumption data, collected at 10-minute Intervals by the DSO's Metering Installations.

The Load Curves of Remotely-Read Sites connected to the PDS for a week W, are sent, Site by Site, to RTE and to the Balancing Service Provider in question by the DSO to whose system the Sites are connected. If the Balancing Service Provider requests, the said Load Curves may be sent at an aggregated scale.

If Week W contains a Day strictly prior to the sixteenth (16) Day of Month M, the above-mentioned transfer must take place no later than the twenty-eighth Day of Month M.

If the Week W contains a Day strictly subsequent to the twenty-first (21) Day of the Month M, the above-mentioned transfer must take place no later than 12PM on the Business Day preceding the first Friday strictly subsequent to the thirteenth (13) Day of the Month M+1.

The above procedures for transfer apply until 3 January 2020 at the latest.

From 4 January 2020 at the latest, the Load Curves of Remotely-Read Sites connected to the PDS for a week W, are sent by the DSO, Site by Site, to RTE and the Balancing Service Provider concerned no later than the Friday of the Week W+1.

If the DSO does not send RTE the data within the allotted timeframe, the Load Curves of the corresponding Sites are considered to be equal to zero (0) for the 10-Minute Intervals considered.

For Remotely-Read Consumption Sites connected to a Remotely-Read Consumption BE controlled using the "based on historical data" method, the DSO ensures it has sent RTE the Load Curves required to calculate consumption history when the Balancing Service Provider has formulated a verification request using the "based on historical data" method, as provided for in paragraph 4.1.4.

The Balancing Service Provider checks this data for possible errors. It Notifies the DSO of its consent or of its opposition at the latest on the third (3) Business Day after the Load Curves are sent by the DSO.

If the Balancing Service Provider disputes, the corresponding data may be amended by the DSO and sent to RTE at the latest the next time the Load Curves are sent by the DSO to RTE. These potential changes allow RTE to update the payment of the Balancing Orders, to reconstitute flows and to obtain payment due from the Balancing Service Provider to the Suppliers of the load-reduced Consumption Sites. If the Balancing Service Provider does not dispute within the allotted time, the data provided by the DSO are deemed to have been accepted.

In all cases, the Load Curve, sent by the DSO to RTE, whether or not it is disputed or changed further to a dispute, is used to calculate the Load Curves of the Sites in question, without RTE needing to know the reasons for the dispute by the Balancing Service Provider. RTE is not liable for any errors or omissions in the data sent by the DSO, since RTE and the Balancing Service Provider are deemed to have agreed on the content of the data sent by the DSO, according to the provisions of this Article and the expiration of the afore-mentioned dispute timeframe.

#### *4.5.2.1.2.2 For Profiled Consumption Sites*

When the data produced by the DSOs do not have the characteristics required to certify Load Reduction of electricity Usage, the Load Curve of a Profiled Consumption Site is established using data sent by the Balancing Service Provider. If the DSOs can provide the data required, the Load Curve of a Profiled Consumption Site is established using data sent by the DSOs.

The data referred to in this Article must meet the requirements described in Article 4.1.3.

The Load Curves of Profiled Consumption Sites for a week W, of which at least one Day belongs to Month M, are sent to RTE by the Balancing Service Provider or, by the DSO, at the latest at 12:00pm on the Friday of week W+1.

The Load Curve of the Profiled Consumption Site is considered to be equal to zero (0):

- on the 10-minute Intervals for which the data required by RTE have not been sent within the allotted timeframe; or
- when the Load Curve is established using data sent by a Balancing Service Provider who has not obtained prior qualification from RTE, as set out in Article 4.1.3.2, for its Load Curve measuring and transmission systems.

The unit of the Profiled Consumption Site Load Curves sent by a Balancing Service Provider is the watt.

#### *4.5.2.1.3 Specific provisions for Sites participating in Frequency Containment and Automatic Frequency Restoration Reserves*

The Load Curve of a Consumption Site participating in Frequency Containment or Automatic Frequency Restoration Reserves, established in accordance with Articles 4.5.2.1.1 or 4.5.2.1.2, is amended in order to neutralise the influence of Frequency Containment and Automatic Frequency Restoration Reserves energies supplied or saved by this Site on each 10-minute Interval.

Before date T, the Load Curve of a Generation Site or of a Stationary Storage Facility participating in Automatic Frequency Restoration Reserve, established in accordance with Articles 4.5.2.1.1 or 4.5.2.1.2, is amended in order to neutralise the influence of Automatic Frequency Restoration Reserve energies supplied or saved by this Site on each 10-minute Interval. However the Load Curve of a Generation Site participating in Frequency Containment Reserve is not neutralised of the influence of Frequency Containment Reserve energies supplied or saved by this Site.

After date T, the Load Curve of a Generation Site or of a Stationary Storage Facility participating in Primary and Secondary Frequency Control, established in accordance with Articles 4.5.2.1.1 or 4.5.2.1.2, is modified in order to eliminate the influence of Primary and Secondary Frequency Control energies supplied or avoided by this Site over each 10-minute Interval.

The Frequency Containment and Automatic Frequency Restoration Reserves energy provided and saved are established in accordance with the Ancillary Services Terms and Conditions.

#### *4.5.2.2 Production of the BE's Reference Curve*

The Reference Load Curve of the BE differs according to the constitution of the BE:

- If the BE is composed of Scheduling Entities, the Reference Load Curve is prepared as described in Article 4.5.2.2.1;
- If the BE is not made up of Scheduling Entities, the Reference Load Curve is prepared as described in Article 4.5.2.2.2.

##### *4.5.2.2.1 BE consisting of Scheduling Entities*

When the SEs making up BEs are made up of Generation Units, the Reference Curve of the BE is equal to the sum, over all the Scheduling Entities making up the BE, of the absolute active power values across all the Control Intervals of the Control Period of the last Forecast Dispatch Schedule established by RTE for each Scheduling Entity.

When the SEs making up BEs are made up of Stationary Storage Units, the Reference Load Curve of the BE is equal to the sum, over all the Scheduling Entities making up the BE, of the active power values across all the Control Intervals of the Control Period of the last Forecast Dispatch Schedule established by RTE for each Scheduling Entity.

Both the establishment of the Forecast Dispatch Schedule and its subsequent amendments are described in Article 3.2.2.

##### *4.5.2.2.2 BE not made up of Scheduling Entities*

###### *4.5.2.2.2.1 Choice and update of the Volume Achieved calculation method*

By default, for explicit Bids, excluding Bids from Exchange Point BEs, the BE reference Load Curve is established according to the "single rectangle" method. This method is described in article 4.5.2.2.2.

The "based on forecast" method is possible for Remotely-Read Consumption BEs, and from a date E for Profiled Consumption BEs, and is described in article 4.5.2.2.2.3.

The "based on historical data" method is possible for Remotely-Read Consumption BEs, and from a date E for Profiled Consumption BEs, and is described in article 4.5.2.2.2.4.

If the Balancing Service Provider wishes to associate a calculation of the Volume Achieved method other than the "single rectangle" method with a BE, the request should be made at the time the BE is created, as provided for in paragraph 4.2.

The Balancing Service Provider may also make a request to change the calculation of the Volume Achieved method associated with a BE by Notifying RTE of a request for a change in calculation of the Volume Achieved method no later than ten (10) working days before the end of the Month M for application on the first day of the Month M+1.

#### 4.5.2.2.2.2 *"Single rectangle" method*

##### 4.5.2.2.2.2.1 *Determining the Reference Load Curve*

The BE's Reference Curve, for all Control Intervals of the Control Period having undergone a Balancing Order, is equal to the average power P1 observed on the Half-Hourly Interval preceding the Implementation Segment, regardless of the effective time that RTE sent the Balancing Order.

##### 4.5.2.2.2.2.2 *Specific case: successive activations of one or several Bids relating to the same BE*

Successive Activations of one or several Bids relating to the same BE must be handled specifically when the period between the Balancing End Time of the Balancing Bid previously Called and the Activation Time minus the Mobilisation lead time of the Balancing Bid currently Called covers less than one Half-Hourly Interval.

In this case, the power for calculating the Reference curve of the Balancing Order concerned is equal to the average power P1 of the first Balancing Order.

##### 4.5.2.2.2.2.3 *Specific case: 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 on a Half-Hourly Interval for which an interruption was carried out as per the terms of the site's Interruptibility Contract, then the BE's Reference Curve is equal, for all Control Intervals of the Control Period, to the average power observed on the Half-Hourly Interval preceding the Site's interruption as per the Interruptibility Contract.

##### 4.5.2.2.2.2.4 *Specific case: at least one of the Sites making up the BE is also part of a Demand Response Entity*

According to Article 4.2.4, a Site may be attached to both a Demand Response Entity and a BE.

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

#### 4.5.2.2.2.3 "Based on demand forecast" method

This method is applicable for:

- Remotely-Read Consumption BEs: in this case, the method applies to the scale of the Site. The Sites making up the BE must be individually certified in accordance with paragraph 4.5.2.2.2.3.2. Subsequent to the initial certification, a monthly verification of the quality of the forecasts is carried out in accordance with paragraph 4.5.2.2.2.3.3
- Profiled Consumption BEs: in this case, the method applies on the scale of the BE, which must be certified in accordance with paragraph 4.5.2.2.2.3.2. Subsequent to the initial certification, a monthly verification of the quality of the forecasts is carried out in accordance with paragraph 4.5.2.2.2.3.3

##### 4.5.2.2.2.3.1 Criteria for certification and verification in the "demand forecast" method

Criteria for certification and verification for the "demand forecast" method are defined, over a given test period (in accordance with paragraph 4.5.2.2.2.3.2) or verification period (in accordance with paragraph 4.5.2.2.2.3.3), outside the Activation Periods and periods with no transmission of the forecast, as a comparison between the forecasted demand and the actual demand of the Remotely-Read Consumption Site or Profiled Consumption BE with respect to its minimum upward Balancing Capacity. These three criteria are: the absolute error, extreme exceedance error and the centring error, and are determined as follows:

$$\text{Absolute error } (\varepsilon) = \frac{1}{N} \sum_{i=1}^N \frac{|Consumption\ forecast_i - Consumption_i|}{Minimum\ upward\ balancing\ capacity\ (BE\ or\ Site)_i}$$

$$\text{Extreme exceedance error } (\varepsilon') = \frac{1}{Q5\%} \sum_{i=1}^{Q5\%} \frac{|Consumption\ forecast_i - Consumption_i|}{Minimum\ upward\ balancing\ capacity\ (BE\ or\ Site)_i}$$

$$\text{Centring error } (\varepsilon'') = \frac{1}{N} \left| \sum_{i=1}^N \frac{Consumption\ forecast_i - Consumption_i}{Minimum\ upward\ balancing\ capacity\ (BE\ or\ Site)_i} \right|$$

with:

- Demand forecast: the demand forecast Time Series at 10-minute Intervals of the Remotely-Read Consumption Site or Profiled Consumption BE;
- Demand: the Load Curve at 10-Minute Intervals of the Remotely-Read Consumption Site or Profiled Consumption BE;
- N: the number of 10-minute intervals over the test or verification period subject to a forecast, outside of Balancing Periods;
- Q5%: the 0-5% quintile of cases where the forecast differs the most from the actual Consumption;
- Minimum upward Balancing Capacity (BE or Site) transmitted by the Balancing Service Provider in accordance with paragraph 4.2.4:
  - For the certification: the minimum upward Balancing Capacity of the Remotely-Read Consumption Site or Profiled Consumption BE at the time of the application for certification.

- For the verification: the minimum upward Balancing Capacity of the Remotely-Read Consumption Site or Profiled Consumption BE valid over the verification period if it is not zero, or the Minimum Balancing Capacity declared in the application for certification.

The conditions to be met for the criteria defined earlier for the "demand forecast" method are the following:

- The absolute error ( $\epsilon$ ) must be less than or equal to 10%.
- The extreme exceedance error ( $\epsilon'$ ) must be less than or equal to 20%.
- The centring error ( $\epsilon''$ ) must be less than or equal to 3%.

#### *4.5.2.2.3.2 Initial certification of a Remotely-Read Consumption Site OR profiled Consumption BE*

The certification attests that the Remotely-Read Consumption Site or the Profiled Consumption BE has the required characteristics to implement the demand forecast method.

The certification of a Remotely-Read Consumption Site for the demand forecast method enables connection to a BE controlled via the demand forecast method.

The certification of a Profiled Consumption BE for the demand forecast method enables a BE to be controlled via the demand forecast method.

##### *4.5.2.2.3.2.1 Application for certification*

If the Remotely-Read Consumption Site applying for certification is not part of the balance perimeter of the Balancing Service Provider at the time of application for certification, the Balancing Service Provider must first ensure, before applying for certification of the Remotely-Read Consumption Site, to have obtained written approval, potentially by electronic means, from the User of the Site to make a request for certification for the "demand forecast" method.

The Balancing Service Provider Notifies RTE of applications for certification of Remotely-Read Consumption Sites and Profiled Consumption BEs in the demand forecast method.

At the time of Notifying RTE of the application for certification, the Balancing Service Provider must state the reference of the Remotely-Read Consumption Site as defined in 4.2.4.1.1 or the name of the Profiled Consumption BE, as defined in 4.2.1.1, the minimum upward Balancing Capacity of the Remotely-Read Consumption Site or Profiled Consumption BE, as well as the test period.

For Remotely-Read Consumption Sites and Profiled Consumption BE Sites connected to the Public Distribution System, the Balancing Service Provider informs the Distribution System Operator(s) to which the Remotely-Read Consumption Site or Profiled Consumption BE is connected of this request, indicating the reference of the Consumption Sites as defined in 4.2.4.1.1 as well as the test period.

A request for certification in the demand forecast method cannot be made for a Remotely-Read Consumption Site or Profiled Consumption BE which is already certified in this method.

##### *4.5.2.2.3.2.2 Validation of the certification criteria*

The test period for certification corresponds to a period of five (5) consecutive Weeks with a minimum of 20 forecast Days, for which the Balancing Service Provider transmits the demand forecasts to RTE according to the terms and conditions described in paragraph 4.5.2.2.3.2.3



During the test period, RTE checks whether the conditions for the criteria defined in paragraph 4.5.2.2.2.3.1 are met.

If one of these conditions is not met, the application for certification is rejected.

In the event the Remotely-Read Consumption Site already has a valid license, issued by RTE *via* a previous Balancing Service Provider using the Site, the certification is considered acquired.

#### *4.5.2.2.2.3.2.3 Transmission of data for the certification of Sites connected to the PDS*

No later than ten (10) Working Days after the end of the test period, the Distribution System Operator transmits to RTE the Load Curves of the Remotely-Read Consumption Site or Load Curves of Sites belonging to the Profiled BE for which it is responsible for sending in accordance with paragraph 4.5.2.1.2.2 for the whole of the test period, in accordance with the procedures laid down in the IS MA-RE Terms and Conditions.

No later than ten (10) Working Days after the end of the test period, 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 in accordance with paragraph 4.5.2.1.2.2, for the whole of the test period, in accordance with the procedures laid down in the IS MA-RE Terms and Conditions.

#### *4.5.2.2.2.3.2.4 Notification of the result of the application for certification*

RTE Notifies the Balancing Service Provider of the result of the application for certification no later than thirty (30) Working Days after the end of the test period, subject to having obtained all of the data required for the evaluation of the request within the allotted time.

If the result is positive, RTE Notifies the Balancing Service Provider of the certification of the Remotely-Read Consumption Site or Profiled Consumption BE. The Balancing Service Provider undertakes to pass on this Notification to the certified Remotely-Read Consumption Site.

If the result is negative, the Remotely-Read Consumption Site or Profiled Consumption BE may only use the rectangle method as described in Article 4.5.2.2.2.2 or any other method for which the Remotely-Read Consumption Site or Profiled Consumption BE is already certified in. In this case, the Balancing Service Provider will only be authorised to submit a new application for certification for this same Remotely-Read Consumption Site or Profiled Consumption BE after a period of 6 (six) Months minimum from the date of Notification of the outcome of the application for certification.

#### *4.5.2.2.2.3.3 Monthly audit of the quality of the forecasts*

The monthly verification of the quality of forecasts made during Month M consists of checking whether the conditions for verification criteria set out in Article 4.5.2.2.2.3.1 are met over the eleven verification periods corresponding to Month M-2 to M-12.

For each of the eleven verification periods, if the monthly verification reveals that at least one of these criteria has not been met, RTE Notifies the Balancing Service Provider of non-compliance of the quality of the forecasts no later than ten (10) Working Days before the end of the Month M. If a verification period has already been subject to Notification of the non-compliance of the quality of forecasts during a previous monthly verification, it will not be Notified again.

The monthly verification of the quality of the forecasts does not result in financial penalties.

RTE may ask for explanations from the Balancing Service Provider concerning the results of these verifications.

#### *4.5.2.2.2.3.4 Removal of certification of a Remotely-Read Consumption Site or Profiled Consumption BE by RTE*

When, for a Remotely-Read Consumption Site or for a Profiled Consumption BE, one or several of the following conditions are met, the certification of this Remotely-Read Consumption Site or Profiled Consumption BE may be removed:

- The Balancing Service Provider is subject to non-compliance of the quality of forecasts over three (3) months or more on the eleven (11) months;
- The Balancing Service Provider removes and/or adds Profiled Consumption Sites of the certified Profiled Consumption BE representing a Balancing Capacity greater than 10% of the maximum Balancing Capacity of the Profiled Consumption BE before this change.

RTE shall Notify the Balancing Service Provider of the reasons justifying the removal of the certification. This removal is effective one month after receipt by the Balancing Service Provider of the Notification of removal of certification by RTE.

If the Balancing Service Provider wishes to recertify the Remotely-Read Consumption Site or Profiled Consumption BE, a new application for certification must be Notified to RTE in accordance with the procedure described in article 4.5.2.2.2.3.2, after a minimum period of 6 (six) Months from the date of the removal of certification.

The Remotely-Read Consumption BE to which the Remotely-Read Consumption Site is connected having been the subject of the removal of certification or the Profiled Consumption BE having been the subject of the removal of certification is updated at the next date for evolution of the balance perimeter as described in paragraph 4.2.4.3 and may only use the rectangle method as described in Article 4.5.2.2.2.2 or any other method in which the Remotely-Read Consumption Site or Profiled Consumption BE is already certified.

#### *4.5.2.2.2.3.5 Transmission of demand forecasts to RTE*

For each Remotely-Read Consumption Site or Profiled Consumption BE having been the subject of a Notification to RTE of an application for certification in the "demand forecast" method and for each Remotely-Read Consumption Site or each Profiled Consumption BE controlled using the "demand forecast" method, the demand forecast is transmitted in 10-minute intervals by the Balancing Service Provider to RTE. This transmission is done on D-1 before 16:30, according to the terms and conditions defined in the MA-RE rules.

Failing transmission to RTE of the demand forecast within the given deadline, it will be regarded as equal to the Load Curve.

The Balancing Service Provider may send a new demand forecast for each Remotely-Read Consumption Site or each Profiled Consumption BE having already transmitted a first statement on D-1 at the latest at each Gate Closure with a Neutralisation Lead Time of one hour. The last forecast taken into account is the forecast preceding the Gate Closure, or, in the case of Activation, the last forecast preceding the Implementation Lead Time.

For Remotely-Read Consumption Sites connected to the Public Distribution System controlled using the "demand forecast" method for which an Adjustment on day D was Notified to the Balancing Service Provider, RTE transmits the demand forecast applicable for the day D to the Public Distribution System Operator connected to the Remotely-Read Consumption Site, no later than D+3.

#### 4.5.2.2.3.6 *Determining the Reference Curve*

At each 10-minute Interval of the Adjustment considered, the value of the Reference Load Curve of the BE is equal to the sum of the Reference Load Curves of the Remotely-Read Consumption Sites making up this BE or to the Reference Load Curve of the Profiled Consumption BE.

At each 10-minute Interval of the Adjustment considered, the value of the Reference Load Curve of a Remotely-Read Consumption Site or Profiled Consumption BE is equal to the value of the demand forecast of the Remotely-Read Consumption Site or Profiled Consumption BE at this 10-minute Interval. If there is no forecast, the Reference Load Curve of the Remotely-Read Consumption Site or Profiled Consumption BE is equal to its Load Curve.

#### 4.5.2.2.2.4 *"Consumption history" method*

This method is applicable for:

- Remotely-Read Consumption BEs: in this case, the method applies to the scale of the Site. The Sites must be individually certified in accordance with Article 4.5.2.2.2.4.2. The Sites making up the BE may be certified for different Variants. Subsequent to the initial certification, a monthly verification of the quality of the consumption history is carried out in accordance with Article 4.5.2.2.2.4.3
- Profiled Consumption BEs: in this case, the method applies to the BE scale, which must be certified in accordance with Article 4.5.2.2.2.4.2. Subsequent to the initial certification, a monthly verification of the quality of the consumption history is carried out in accordance with Article 4.5.2.2.2.4.3

##### 4.5.2.2.2.4.1 *Criteria for certification and verification for the "consumption history" method*

Criteria for certification and verification for the "consumption history" method are defined, over a given test period (in accordance with Article 4.5.2.2.2.4.2.2) or verification period (in accordance with Article 4.5.2.2.2.4.3), outside of the Demand Response Period and Activation Periods, and of periods of recurring and exceptional unavailability and periods of reconstitution, as a comparison between the consumption history and the actual consumption of the Remotely-Read Consumption Site or Profiled Consumption BE with respect to its minimum upward Balancing Capacity. These two criteria are: the absolute error and extreme exceedance error, and are determined as follows:

$$\text{Absolute error } (\varepsilon) = \frac{1}{N} \sum_{i=1}^N \frac{|\text{Consumption history}_i - \text{Consumption}_i|}{\text{Minimum upward Balancing Capacity}(\text{BE or Site})_i}$$

*Extreme exceedance error* ( $\varepsilon'$ )

$$= \frac{1}{Q5\%} \sum_{i=1}^{Q5\%} \frac{|\text{Consumption history}_i - \text{Consumption}_i|}{\text{Minimum upward Balancing Capacity}(\text{BE or Site})_i}$$

with:

- Consumption history Consumption history generation time series at 10-minute Intervals of the Remotely-Read Consumption Site or Profiled Consumption BE defined over the test period or verification period;
- Consumption: Load Curve at 10-minute Intervals of the Remotely-Read Consumption Site or Profiled Consumption BE defined over the test period or verification period;
- N: the number of 10-minute Intervals over the test or verification period, outside of the Demand Response Periods or Adjustment Periods, periods of recurring and exceptional unavailability and periods of reconstitution;
- Q5%: the 0-5% quintile of cases where the consumption history differs the most from the actual Consumption;
  - Minimum upward Balancing Capacity (BE or Site): For the certification: the minimum upward Balancing Capacity of the Remotely-Read Consumption Site or Profiled Consumption BE at the time of the application for certification
  - For the verification: the minimum upward Balancing Capacity of the Remotely-Read Consumption Site or Profiled Consumption BE valid over the period of verification
- Minimum upward Balancing Capacity (BE or Site) transmitted by the Balancing Service Provider in accordance with Article 4.2.4:
  - For the certification: the minimum upward Balancing Capacity of the Remotely-Read Consumption Site or Profiled Consumption BE at the time of the application for certification
  - For the verification: the minimum upward Balancing Capacity of the Remotely-Read Consumption Site or Profiled Consumption BE valid over the verification period if it is not zero, or the Minimum Balancing Capacity declared in the application for certification.

The conditions to be met for the criteria defined earlier for the "consumption history" method are the following:

- The absolute error ( $\epsilon$ ) must be less than or equal to 10%.
- The extreme exceedance error ( $\epsilon'$ ) must be less than or equal to 20%.

#### *4.5.2.2.4.2 Initial certification of a Remotely-Read Consumption Site OR profiled Consumption BE*

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

The certification of a Remotely-Read Consumption Site in the consumption history method enables its connection to a BE controlled via the consumption history method.

The certification of a Profiled Consumption BE in the consumption history method enables a BE to be controlled via the "consumption history" method.

##### *4.5.2.2.4.2.1 Application for certification*

If the Remotely-Read Consumption Site applying for certification is not part of the balance perimeter of the Balancing Service Provider at the time of application for certification, the Balancing Service Provider must first ensure, before applying for certification of the Remotely-Read Consumption Site, to have obtained written approval, potentially by electronic means, from the User of the Site to make a request for certification in the "demand forecast" method.

The Balancing Service Provider Notifies RTE of applications for certification of Remotely-Read Consumption Sites and Profiled Consumption BEs in the demand forecast method.

At the time of Notification to RTE of the application for certification, the Balancing Service Provider indicates the reference of the Remotely-Read Consumption Site as defined in 4.2.4.1.1 or the name of the Profiled Consumption BE, as defined in 4.2.1.1, the minimum upward Balancing Capacity of the Remotely-Read Consumption Site or Profiled Consumption BE, the Variant to use for certification, as well as the periods of unavailability of the Remotely-Read Consumption Site or Profiled Consumption BE during the test period up to the end of the current Year and up to the end of the following Year, according to the procedures laid down in paragraph 4.5.2.2.4.5, with the exception of the provisions on the deadlines for the transmission of the periods of unavailability.

For Remotely-Read Consumption Sites and Profiled Consumption BE Sites connected to the Public Distribution System, the Balancing Service Provider informs the Distribution System Operator(s) to which the Remotely-Read Consumption Site or Profiled Consumption BE is connected of this request, indicating the reference of the Consumption Sites as defined in 4.2.4.1.1 as well as the test period.

An application for certification in the consumption history method cannot be submitted for a Remotely-Read Consumption Site or Profiled Consumption BE which is already certified in this method.

#### *4.5.2.2.4.2.2 Validation of the certification criteria*

For an application for certification Notified to RTE by the Balancing Service Provider during the course of Month M, the test period covers a period of a minimum of ninety (90) Days out of the eleven (11) last Months of the period M-2 to M-12.

During the test period, RTE checks whether the conditions for the criteria defined in Article 4.5.2.2.4.1 are met.

If one of these conditions above is not met, the certification is rejected.

In the event the Remotely-Read Consumption Site already has a valid license, issued by RTE *via* a previous Balancing Service Provider using the Site, the certification is considered acquired.

In the event the Remotely-Read Consumption Site or Profiled Consumption BE does not have a consumption history to enable validation of the certification criteria, the certification is considered acquired.

#### *4.5.2.2.4.2.3 Transmission of data for the certification of Sites connected to the PDS*

No later than ten (10) Working Days after Notification of the application for certification, the Distribution System Operator transmits to RTE the Load Curves of the Remotely-Read Consumption Site or Load Curves of Sites belonging to the Profiled BE for which it is responsible for sending in accordance with Article 4.5.2.1.2.2, for the whole of the test period, in accordance with the procedures laid down in the IS MA-RE Terms and Conditions.

No later than ten (10) Working Days after Notification of the application for certification, the Balancing Service Provider transmits to RTE the Load Curves of the Remotely-Read Consumption Site or Load Curves of Sites belonging to the Profiled BE for which it is responsible for sending in accordance with Article 4.5.2.1.2.2 for the whole of the test period, in accordance with the procedures laid down in the IS MA-RE Terms and Conditions.

#### *4.5.2.2.4.2.4 Notification of the result of the application for certification*

RTE Notifies the Balancing Service Provider of the result of the application for certification no later than thirty (30) Working Days after the Notification of the application for certification, subject to having obtained all of the data required for the evaluation of the request within the allotted time.

If there is a positive result for the Variant chosen by the Balancing Service Provider on its application for certification, RTE Notifies the Balancing Service Provider of its certification, specifying this Variant, which must be applied to determine the Reference Load Curve of the Remotely-Read Consumption Site or Profiled Consumption BE. The Balancing Service Provider undertakes to pass on this Notification to the certified Remotely-Read Consumption Site.

If the result is negative, the Remotely-Read Consumption Site or Profiled Consumption BE may only use the rectangle method as described in Article 4.5.2.2.2 or any other method for which the Remotely-Read Consumption Site or Profiled Consumption BE is already certified in. In this case, the Balancing Service Provider will only be authorised to submit a new application for certification for this same Remotely-Read Consumption Site or Profiled Consumption BE and for the same variant after a period of 6 (six) Months minimum from the date of Notification of the outcome of the application for certification.

#### *4.5.2.2.4.3 Monthly audit of the quality of the method based on historical data*

The monthly verification of the quality of the historical data carried out during Month M consists of checking whether the conditions for the verification criteria set out in Article 4.5.2.2.4.1 are met over the eleven verification periods corresponding to Month M-2 to M-12.

For each of the eleven (11) verification periods, if the monthly verification reveals that at least one of these criteria has not been met, RTE Notifies the Balancing Service Provider of the non-compliance of the quality of the consumption history no later than ten (10) Working Days before the end of the Month M. If a verification period has already been subject to Notification of the non-compliance of the quality of the consumption history during a previous monthly verification, it will not be Notified again.

The monthly verification of the quality of the consumption history does not result in financial penalties.

#### *4.5.2.2.4.4 Removal of certification of a Remotely-Read Consumption Site or Profiled Consumption BE by RTE*

When, for a Remotely-Read Consumption Site or for a Profiled Consumption BE, one or several of the following conditions are met, the certification of this Remotely-Read Consumption Site or Profiled Consumption BE may be removed if:

- the Balancing Service Provider is subject to non-compliance of the quality of the consumption history over three (3) months or more out of the eleven (11) months;

- the Balancing Service Provider removes and/or adds Profiled Consumption Sites of the certified Profiled Consumption BE representing a Balancing Capacity greater than 10% of the maximum Balancing Capacity of the Profiled Consumption BE before this change.

RTE shall Notify the Balancing Service Provider of the reasons justifying the removal of the certification. This removal is effective one month after receipt by the Balancing Service Provider of the Notification of removal of certification by RTE.

If the Balancing Service Provider wishes to recertify the Remotely-Read Consumption Site or Profiled Consumption BE with the same Variant, a new application for certification must be Notified to RTE in accordance with the procedure described in article 4.5.2.2.4.2, after a minimum period of 6 (six) Months from the date of removal of certification.

The Remotely-Read Consumption BE to which the Remotely-Read Consumption Site is connected having been the subject of the removal of certification or the Profiled Consumption BE having been the subject of the removal of certification is updated at the next date for evolution of the balance perimeter as described in Article 4.2.4.3 and may only use the rectangle method as described in Article 4.5.2.2.2.2 or any other method in which the Remotely-Read Consumption Site or Profiled Consumption BE is already certified.

#### *4.5.2.2.4.5 Declaration to RTE of periods of unavailability*

For each Remotely-Read Consumption Site or Profiled Consumption BE having been the subject of a Notification from the Balancing Service Provider to RTE of an application for certification in the "consumption history" method, the unavailability is transmitted by the Balancing Service Provider to RTE.

For Remotely-Read Consumption Sites connected to the Public Distribution System certified in the consumption history method, RTE transmits the unavailabilities declared by the Balancing Service Provider for Day D to the Public Distribution System Operator to which the Remotely-Read Consumption Site is connected, no later than D+3.

#### *4.5.2.2.4.5.1 Declaration of recurring unavailability*

For each Remotely-Read Consumption Site certified in the consumption history method and each Profiled Consumption BE certified in the consumption history method, the Balancing Service Provider may declare recurring unavailabilities. The days on which recurring unavailabilities are reported are not taken into account in the calculation of the criteria for certification, or in the calculation of the consumption history such as described in Article 4.5.2.2.4.6.

For the Year Y, the Balancing Service Provider Notifies RTE of the recurring unavailabilities of a Remotely-Read Consumption Site or Profiled Consumption BE at the latest on 15 December of the Year Y-1 for a period of twelve (12) Months corresponding to the Year Y.

On Day D of Year Y, the Balancing Service Provider may declare the recurring unavailabilities of a Remotely-Read Consumption Site or Profiled Consumption BE to RTE on Day D+2 of Year Y, one time at the most. Beyond this limit, the recurring unavailabilities transmitted by the Balancing Service Provider will not be taken into account.

If no recurring unavailabilities are transmitted, the Remotely-Read Consumption Site or Profiled Consumption BE will be considered as available in the Months for which no information was transmitted.

#### *4.5.2.2.4.5.2 Declaration of exceptional unavailability*

For each Remotely-Read Consumption Site certified in the consumption history method or each Profiled Consumption BE certified in the consumption history method, the Balancing Service Provider may declare exceptional unavailabilities, made up of periods of one or several consecutive Days.

The days on which exceptional unavailabilities occur are not taken into account in the calculation of the criteria for certification, or in the calculation of the consumption history such as described in Article 4.5.2.2.2.4.6.

For each Remotely-Read Consumption Site certified in the consumption history method or a Profiled Consumption BE certified in the consumption history method, a Day D of exceptional unavailability must be declared by D-2 at the latest.

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

#### *4.5.2.2.2.4.6 Calculation of the consumption history*

The consumption history is calculated for each Remotely-Read Consumption Site or Profiled Consumption BE.

For the days on which the Remotely-Read Consumption Site or Profiled Consumption BE is unavailable (recurring or exceptional unavailability as declared in Article 4.5.2.2.2.4.5), the consumption history is equal to the Load Curve of the Remotely-Read Consumption Site or Profiled Consumption BE. In the opposite case, the consumption history is calculated according to the terms and conditions described in Articles 4.5.2.2.2.4.6.1, 4.5.2.2.2.4.6.2, 4.5.2.2.2.4.6.3, 4.5.2.2.2.4.6.4 depending on the Variant selected during the certification process of the Remotely-Read Consumption Site or Profiled Consumption BE.

##### *4.5.2.2.2.4.6.1 10-Day Mean Variant*

The consumption history of a Remotely-Read Consumption Site or Profiled Consumption BE at a 10-minute Interval is the mean of the consumption over the same 10-minute Interval over the previous 10 Days, excluding unavailability of the Remotely-Read Consumption Site or Profiled Consumption BE, Adjustment Periods and Demand Response Periods. In case of unavailability, Demand Response Period, Adjustment Period over one of these Intervals, the Interval of the previous Day is used. The search remains confined within the ninety (90) previous Days. If a total of 10 Days cannot be established for the calculation, the consumption history is equal to the Load Curve of the Consumption Site

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

##### *4.5.2.2.2.4.6.2 10-Day Median Variant*



The consumption history of a Remotely-Read Consumption Site or Profiled Consumption BE at a 10-minute Interval is the median of the consumption over the same 10-minute Interval over the previous 10 Days, excluding unavailability of the Remotely-Read Consumption Site or Profiled Consumption BE, Adjustment Periods and Demand Response Periods. In case of unavailability, Demand Response Period, Adjustment Period over one of these Intervals, the Interval of the previous Day is used. The search remains confined within the ninety (90) previous Days. If a total of 10 Days cannot be established for the calculation, the consumption history is equal to the Load Curve of the Consumption Site.

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

#### *4.5.2.2.4.6.3 4-Week Mean Variant*

The consumption history of a Remotely-Read Consumption Site or Profiled Consumption BE at a 10-minute Interval is the mean of the consumption over the same 10-minute Interval of the same Day of the Week over the four previous Weeks, excluding unavailability of the Remotely-Read Consumption Site or Profiled Consumption BE, Adjustment Periods and Demand Response Periods. In case of Unavailability, Demand Response Period, Adjustment Period over one of these Intervals, the Interval of the same Day of the previous Week is used. The search remains confined within the ninety (90) previous Days. If a total of four Days cannot be established for the calculation, the consumption history is equal to the Load Curve of the Consumption Site.

During the two (2) Weeks following a period of unavailability of twenty-eight (28) consecutive Days, the consumption history is equal to the Load Curve of the Remotely-Read Consumption Site or Profiled Consumption BE. This period of (2) Weeks makes up a reconstitution period.

#### *4.5.2.2.4.6.4 4-Week median Variant*

The consumption history of a Remotely-Read Consumption Site or Profiled Consumption BE at a 10-minute Interval is the median of the consumption over the same 10-minute Interval of the same Day of the Week over the four previous Weeks, excluding unavailability of the Remotely-Read Consumption Site or Profiled Consumption BE, Adjustment Periods and Demand Response Periods. In case of Unavailability, Demand Response Period, Adjustment Period over one of these Intervals, the Interval of the same Day of the previous Week is used. The search remains confined by the ninety (90) previous Days. If a total of four Days cannot be established for the calculation, the consumption history is equal to the Load Curve of the Consumption Site.

During the two (2) Weeks following a period of unavailability of twenty-eight (28) consecutive Days, the consumption history is equal to the Load Curve of the Remotely-Read Consumption Site or Profiled Consumption BE. This period of (2) Weeks makes up a reconstitution period.

#### *4.5.2.2.4.7 Determining the Reference Curve*

At each 10-minute Interval of the Adjustment considered, the value of the Reference Load Curve of the Remotely-Read Consumption BE is equal to the sum of the Reference Load Curves of the Remotely-Read Consumption Sites making up this BE.

For each Remotely-Read Consumption Site, for each 10-minute Interval of the Adjustment concerned, the value of the Reference Load Curve of the Remotely-Read Consumption Site is equal to the consumption history for this 10-minute Interval calculated according to the terms described in Article 4.5.2.2.2.4.6.

For each Profiled Consumption BE, for each 10-minute Interval of the Adjustment concerned, the value of the Reference Load Curve of the Profiled Consumption BE is equal to the consumption history for this 10-minute Interval calculated according to the terms described in Article 4.5.2.2.2.4.6.

#### *4.5.2.2.2.5 Specific case: simultaneous occurrence of a Balancing Bid Activated on the Balancing Mechanism and a Declared Load Reduction Schedule Notified on the NEBEF mechanism*

##### *4.5.2.2.2.5.1 The make-up of the BE and that of the Demand Response Entity are strictly identical or their intersection contains more than 90% of the Sites of the BE and of the Demand Response Entity*

When the make-up of the BE and that of the Demand Response Entity are strictly identical or when the intersection of the BE and the Demand Response Entity contains over 90% of the Sites of the BE and the Demand Response Entity, it will be possible, on the same Half-Hourly Interval, to Activate a Balancing Bid on the Balancing Mechanism and to Notify a Declared Load Reduction Schedule at the same time.

##### *4.5.2.2.2.5.1.1 "Single rectangle" method*

If the Half-Hourly Interval of the Load Reduction Start Time is strictly prior to the first Half-Hourly Interval containing the Control Period of the Balancing Bid in question and if the Half-Hourly Interval of the Load Reduction End Time is after the Half-Hourly Interval of the Balancing End Time, then the BE's Reference Curve is established in accordance with Article 4.5.2.2.2.2.

If the Half-Hourly Interval of the Load Reduction Start Time is after the first Half-Hourly Interval of the Control Period of a Balancing Operation or if the Half-Hourly Interval of the Load Reduction End Time is strictly prior to the Half-Hourly Interval of the Balancing End Time, then the BE's Reference Curve is established in two stages:

- firstly, a Reference Load Curve not corrected by the Retained Load Reduction Schedule is established, on all Control Intervals of the Control Period, in accordance with the "single rectangle" method for determining the Reference Load Curve described in Article 4.5.2.2.2.2 ;
- secondly, the BE's Reference Load Curve is equal, for all Control Intervals of the Control Period, to the Reference Load Curve calculated at the previous step from which the Retained Load Reduction Schedule is subtracted.

##### *4.5.2.2.2.5.1.2 "Based on demand forecast" method*

The Reference Load Curve is established in accordance with the "based on demand forecast" method for determining the Reference Load Curve described in Article 4.5.2.2.2.3.6. Demand forecasts of the Remotely-Read Consumption Site or Profiled Consumption BE must integrate the Retained Load Reduction Schedule.

##### *4.5.2.2.2.5.1.3 "Consumption history" method*

The BE Reference Load Curve is established in two stages:

- firstly, a Reference Load Curve not corrected by the Retained Load Reduction Schedule is established, on all Control Intervals of the Control Period, in accordance with the "consumption history" method for determining the Reference Load Curve described in Article 4.5.2.2.4.7;
- secondly, the BE's Reference Load Curve is equal, for all Control Intervals of the Control Period, to the Reference Load Curve calculated at the previous step from which the Retained Load Reduction Schedule is subtracted.

#### *4.5.2.2.5.2 Less than 10% of the BE's Sites also belong to a Demand Response Entity*

When fewer than 10% of the BE's Sites also belong to a Demand Response Entity, it will be possible, from date A, Notified by RTE to the Balancing Service Providers, one (1) Month in advance on the same Control Interval, to Activate a Balancing Bid on the Balancing Mechanism and to Notify a Declared Load Reduction Schedule at the same time.

The BE's Reference Curve is then established, on all Control Intervals that have undergone a Balancing Order:

- in accordance with Article 4.5.2.2.2 for the "single rectangle" method;
- in accordance with Article 4.5.2.2.3.6 for the "demand forecast" method;
- in accordance with Article 4.5.2.2.4.7 for the "consumption history" method;

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

### *4.5.2.3 Establishment of the Volume Achieved of a BE*

#### *4.5.2.3.1 General provisions before date T*

The load reduction check produces two volumes expressed in megawatt hours: the volume achieved and the volume with imbalance.

The Volume Achieved is established for each Half-Hourly Interval that underwent a Balancing Order. It is obtained by comparing the BE's Load Curve defined in Article 4.5.2.1 with its Reference Curve defined in Article 4.5.2.2, at 10-minute Intervals that have undergone a Balancing Order. If the Balancing Order is well executed, the volume achieved is positive, whether it is an Upward or Downward Bid Activation. If the comparison between the BE's Load Curve and its Reference produces a negative result, the Volume Achieved is considered to be nil.

The volume with imbalance ( $V_i$ ) is established for each Half-Hourly Interval that underwent a Balancing Order. It is obtained by comparing the BE's Load Curve, adjusted by the energy corresponding to the Balancing Order ( $V_{adj}$ ) with its Reference Curve, at 10-minute Periods that have undergone a Balancing Order.

The volume with imbalance is negative if over-balancing has taken place.

#### 4.5.2.3.2 General provisions after the date T

For each BE  $i$  and each 5-minute interval  $t$  of the Control Period of the BE, RTE calculates the Upward Volume Achieved of the BE  $i$ ,  $VR_{H,EDA i}(t)$ , and the Downward Volume Achieved of the BE  $i$ ,  $VR_{B,EDA i}(t)$ , as follows:

For a generation type BE, unless a pump STEP is attached to this BE:

$$VR_{H,EDA i}(t) = \max \left( (C_{charge,EDA i}(Pas\ 10'(t)) - C_{ref,EDA i}(Pas\ 10'(t))) \times \frac{5}{60} ; 0 \right)$$

$$VR_{B,EDA i}(t) = -\min \left( (C_{charge,EDA i}(Pas\ 10'(t)) - C_{ref,EDA i}(Pas\ 10'(t))) \times \frac{5}{60} ; 0 \right)$$

For a consumption type BE or if a pump STEP is attached to this BE:

- When  $VAt_{EDA i}(t)$  et  $(C_{ref,EDA i}(Pas\ 10'(t)) - C_{charge,EDA i}(Pas\ 10'(t)))$  are of the same sign over the 5-minute interval  $t$  or if a pump STEP is attached to this BE:

$$VR_{H,EDA i}(t) = \max \left( (C_{ref,EDA i}(Pas\ 10'(t)) - C_{charge,EDA i}(Pas\ 10'(t))) \times \frac{5}{60} ; 0 \right)$$

$$VR_{B,EDA i}(t) = -\min \left( (C_{ref,EDA i}(Pas\ 10'(t)) - C_{charge,EDA i}(Pas\ 10'(t))) \times \frac{5}{60} ; 0 \right)$$

- Otherwise:

$$VR_{H,EDA i}(t) = 0$$

$$VR_{B,EDA i}(t) = 0$$

Where:

- $C_{charge,EDA}(Pas\ 10'(t))$  is the power value, over the 10-minute Interval to which the 5-Minute Interval  $t$  belongs, of the BE's Load Curve, defined in Article 4.5.2.1 ;
- $C_{ref,EDA}(Pas\ 10'(t))$  is the power value, over the 10-minute Interval to which the 5-Minute Interval  $t$  belongs, of the BE's Reference Curve, defined in Article 4.5.2.2.
- $VAt_{EDA i}(t) = VAt_{H,EDA i}(t) - VAt_{B,EDA i}(t)$ , where:
  - $VAt_{H,EDA i}(t)$  is the Upward Theoretical Expected Volume of the BE  $i$  at the 5-minute Interval  $t$ , established according to the terms of Article 4.6.2.1 ;
  - $VAt_{B,EDA i}(t)$  is the Downward Theoretical Expected Volume of the BE  $i$  at the 5-minute Interval  $t$ , established according to the terms of Article 4.6.2.1.

For each 5-Minute Interval, the Upward Volume Achieved of the BE and the Downward Volume Achieved of the BE are expressed in MWh and rounded to 3 decimal places.

#### 4.5.2.3.3 Specific case: a Balancing Bid Activated on the Balancing Mechanism and a Declared Load Reduction Schedule Notified on the NEBEF mechanism

If a Site is attached to a Demand Response Entity and to a BE:

- whose make-ups are strictly identical on the Control Period, then the Achieved Volume of the BE will be established in accordance with Article 4.5.2.3.1. and 4.5.2.3.2.
- whose make-ups are not strictly identical on the Control Period, then for this case in which a Balancing Bid is Activated on the Balancing Mechanism and a Declared Load Reduction Schedule is Notified, for the same Half-Hourly Interval, the Volume Achieved would be considered to be nil for the Control Intervals contained within the Half-Hourly Interval in question except in the two situations described below:
  - when the intersection of the BE and of the Demand Response Entity contains more than 90% of the Sites of the BE and of the Demand Response Entity, then the Volume Achieved of the BE will be established in accordance with Article 4.5.2.3.1 and 4.5.2.3.2..
  - After date A Notified one (1) Month in advance to the Balancing Service Providers, when fewer than 10% of the BE's Sites also belong to a Demand Response Entity, then the Volume Achieved of the BE will be established in accordance with Article 4.5.2.3.1 and 4.5.2.3.2.. The BE's Reference Curve is established with the Sites of the BE that do not also belong to a Demand Response Entity.

#### **4.5.3 Calculation of the Volume Achieved of BEs concerning Bids from Exchange Point BEs**

##### **4.5.3.1 Before date $T$**

For an exchange Point BE, the volume in imbalance is not zero in the following 2 cases:

- when at the time of sending the Balancing Order, the Order Recipient informs RTE that it is not able to implement this Order on at least one Half-Hourly Interval; or
- when there is a deviation on at least one Half-Hourly Interval at the time of the forecast trend between RTE and the other TSO concerned and this imbalance is the result of not taking into account or only partially taking into account the Balancing Order in the nomination made by the Balancing Service Provider with this TSO.

If the volume of the deviation is zero, the Volume Achieved is equal to  $V_{adj}$ .

##### **4.5.3.2 After date $T$**

For an Exchange Point BE, the Volume Achieved of the BE is equal, for each 5-Minute Interval, to the Theoretical Expected Volume as set out in Article 4.6.2.1 except in the following two cases:

- when at the point in time when the Balancing Order is sent, the Order Recipient informs RTE that it is unable to implement the Order over at least one Half-Hourly Interval; or
- when an imbalance is observed over at least one Half-Hourly Interval at the point of closure between RTE and the other TSO concerned, and this imbalance is caused by the total or partial failure to take account of the Balancing Order in the nomination made by the Balancing Service Provider to the TSO.

If  $V_i$  is nil,  $V_a$  is equal to  $V_{adj}$ .

## 4.6 Settlement of balancing orders

### 4.6.1 Settlement of balancing before date T

The terms provided for in this Article apply until date T, which will be notified by RTE with a notice period of three (3) Months.

#### 4.6.1.1 Settlement

##### 4.6.1.1.1 Bids relating to Exchange Point, PDS Injection and PTS Generation BEs

Activated Bids for Exchange Point, PDS Injection or PTS Generation BEs are settled as follows:

$$\begin{cases} V_{ADJ} \times \text{Offer price, when } V_A \geq \max(80\% \times V_{ADJ}; V_{ADJ} - 50 \text{ MWh}) \\ V_A \times \text{Offer price, when } V_A < \max(80\% \times V_{ADJ}; V_{ADJ} - 50 \text{ MWh}) \end{cases}$$

##### 4.6.1.1.2 Bids related to Profiled and Remotely-Read Consumption BEs

The Bids Activated on Profiled and Remotely-Read Consumption BEs are sold, for each Half-Hourly Interval, at the following amount:

$$V_A \times \text{Offer price}$$

##### 4.6.1.1.3 Start-up Bids

The financial conditions attached to a Start-up Bid include, besides a Bid Price, a Fixed Start-up Fee in Euros, to remunerate the fixed portion of the cost of starting up the thermal GUs that make up the BE. The Start-up Bid is valued as follows:

$$\text{Valuation by MWh} = \text{Bid Price excluding Fixed Start-up Fee} + (\text{Fixed Start-up Fee} / \text{start-up activation energy})$$

This settlement gives the Activated Bid Price used in Article 4.10.1.4.

The start-up activation energy corresponds to the total energy activated following the start-up of the thermal GUs that make up the BE.

##### 4.6.1.1.4 Exceptional Bids

The Bid Price of Exceptional Bids is mentioned in the Bid Usage Conditions file concerning Exceptional Bids, in application of the provisions defined in the IS Terms and Conditions and not via the SYGA -type Bid file.

The financial terms of Exceptional Bids concerning a thermal unit of over 10 MW may include a Fixed Start-up Fee in addition to the Bid Price, where appropriate.

In the event of mixed use of a BE (a balancing operation in normal conditions and a balancing operation in downgraded mode), only the balancing operation used in downgraded mode is valued as indicated in the previous paragraph.

##### 4.6.1.1.5 Immediate Implementation Orders

4.6.1.1.5.1 *Valuation of energy corresponding to the sending of an Immediate Execution Order*

An Immediate Implementation Order which has a direct impact on the active power instruction of one or more GUs, gives rise to a valuation of the energy generated in the case of an upward order and the energy not generated in the case of a downward order, between the sending of the order and the sending of the end of the order.

**GU not offered on the Balancing Mechanism** (GU not attached to a Balance Perimeter and BEs for which no Bid has been Submitted):

- the volume of energy taken into account is calculated from the difference between the average power observed over each Half-Hourly Interval from the time when the Immediate Execution Order is sent, and the time the end of the order is sent, and the average power observed over the half-hour preceding the order, for all GUs affected during the order period. The contribution by GUs to Automatic Frequency Restoration Reserve is subtracted from these energy volumes. The energy corresponding to an increase in active power is valued at a price equal to:

*Max [maximum MBP for this time period; maximum Reference Spot Price for this time period; last known RTE Bid Price for this BE for the same Price Segment]*

- the energy corresponding to a decrease in active power is valued at a price equal to:

*Min [0; minimum MBP for this time period; last known RTE Bid Price for this BE for the same Price Segment]*

The time segment corresponds to the period between the issuing of the Immediate Implementation Order and the issuing of the end of order, and in which the maximum MBP considered takes account of the valuation of Immediate Implementation Orders for GUs offered on the Balancing Mechanism.

**GUs offered on the Balancing Mechanism:**

The volume of energy taken into account is calculated from the difference between the average power observed over the period between the sending of the immediate execution order and the sending of the end of the order, and the expected Final Dispatch Schedule traced by RTE. The energy is valued according to the conditions set out below:

- BEs made up of hydroelectric units:

energy corresponding to an increase in active power is valued at the Bid Price,

the energy corresponding to a decrease in active power is valued at a price equal to:

*Min [0; downward Bid Price]*

- for BEs made up of thermal units:

energy corresponding to an increase in active power is valued at the Bid Price,

energy corresponding to a rapid or emergency increase in active power is valued at a price equal to:

$$\text{Bid Price} * 1.1$$

where applicable, the fixed start-up fee defined in Article 4.3.1.1.2.2 is valued at a price equal to:

$$\text{Fixed start-up fee} * 1.1$$

the energy corresponding to a decrease in active power is valued at a price equal to:

$$\text{Min } [0; \text{downward Bid Price}]$$

#### 4.6.1.1.5.2 Invoicing of energy corresponding to the sending of an Immediate Execution Order

After execution of an Immediate Execution Order, the Scheduling Agent establishes and sends to RTE, no later than the last day of Month M+4, a report indicating the volume of energy corresponding to the immediate execution order for each GU and each Half-Hourly Interval between the sending of the order and the sending of the end of the order.

RTE validates the report after carrying out any checks and deducting any energy corresponding to GUs' participation in Automatic Frequency Restoration Reserve, and sends the Scheduling Agent the credit invoice corresponding to the validated report.

The conditions for disputing the invoice are defined in Article 4.6.1.4.2 and the payment conditions are defined in Article 4.6.1.5.

The energy corresponding to Immediate Execution Orders is taken into account when calculating the Balance Responsible Party's Imbalances, in the same way as the energy corresponding to Balancing Orders.

Use of Complementary Bids is taken into account when calculating the indicators published on D and D+3 referred to in Article 4.10.1.1. After validation of the report sent by the Scheduling Agent, RTE modifies the indicators to take account of the corresponding energy and valuation.

#### 4.6.1.1.6 Failure by RTE to respect Bid Usage Conditions

##### 4.6.1.1.6.1 Bids Deactivated before the end of the Minimum Usage Period

In the event that a start-up Bid or a Bid from an Injection, Remotely-Read Extraction, Profiled Extraction or Exchange Point BE has been Activated and then Deactivated before the end of its Minimum Usage Period, the Balancing Service Provider will receive financial compensation upon request. This compensation will be calculated as follows:

$$\text{Offer price} \times \text{Activated Power at the time of Deactivation} \times \\ (\text{Minimum Usage Period} - \text{Duration of Activation})$$

The activation period is equal to the period between the Activation Time and the Deactivation Time.

Furthermore, the financial compensation referred to above is paid to the Service Provider, on condition that:



- the Minimum Usage Period has already been communicated to RTE beforehand;
- the Deactivation of the Bid is the result of an action on the part of RTE and not on the part of the Balancing Service Provider;
- the deactivated Balancing Order is not a Balancing Order leading to extension of the Forecast Dispatch Schedule for a Generation BE.

#### 4.6.1.1.6.2 Bids Activated beyond the Maximum Energy value

Where the Activation of a Bid results in the Maximum Energy value specified in the Bid Usage Conditions being exceeded by more than min [10%; 200MWh], financial compensation will be attributed to the Balancing Service Provider at its request. This compensation is calculated as follows:

$$\text{Excess Energy} \times \text{Max} [(0.5 \times \text{last Bid Price}); (\text{Last MBP} - \text{last Bid Price})]$$

where:

- the last Bid Price is the Bid Price over the last Price Segment during which the Bid was Activated; and
- the last MBP is the maximum MBP over the last Price Segment during which the Bid was Activated.

For a Generation BE made up of one or more SEs, the excess energy is equal to the difference between the energy of the Final Dispatch Schedule traced by RTE and the Maximum Energy of the BE.

For a STEP:

- the energy value of the Final Dispatch Schedule traced by RTE is equal to:

$$\text{Energy of the Final Dispatch Schedule in turbine mode} - (\text{energy of the Final Dispatch Schedule in pumping mode} \times \text{STEP yield})$$

- by agreement, the energy value of the Final Dispatch Schedule in pumping mode is positive;
- Maximum Energy = algebraic value situated, by agreement, in the "Maximum Energy" field of the Usage Conditions for Bids corresponding to operation of the STEP in turbine mode ("Turbine BE");
- the Bid price is the price of the Upward Bid for the Turbine BE or Pumping BE, depending on whether the last Upward balancing operation was in turbine or pumping mode.

For a Remotely-Read or Profiled Extraction or Exchange Point or PDS Injection Point BE not comprising SEs, the excess energy is equal to the difference between the total energy of Balancing operations over the Day, and the Maximum Energy of the BE.

Furthermore, the financial compensation referred to above is paid to the Service Provider, on condition that:

- the Forecast Dispatch Schedule on D-1 or Redeclared at a Gate Closure respects the Maximum Energy value declared at that Gate Closure; and

- the excess is attributable to RTE and not the Balancing Service Provider. For example, compensation is not payable if the excess is caused by a Forecast Dispatch Schedule Redeclared after a Balancing Order has been issued, with no change to the Maximum Energy corresponding to the Redeclaration.

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#### 4.6.1.1.6.3 Bids Activated below the Minimum Energy level

If Activation of a Bid causes the Minimum Energy limit specified in the Bid Usage Conditions to be breached by more than [10%; 200 MWh], financial compensation shall be paid to the Balancing Service Provider on request. The amount of this compensation will be calculated on the basis of the difference between the energy of the BE's Final Dispatch Schedule traced by RTE and the Minimum Energy, valued at the average Reference Spot Price of the Day.

For a STEP:

- the energy value of the Final Dispatch Schedule is equal to:

$$\text{Energy of the Final Dispatch Schedule in turbine mode} - (\text{energy of the Final Dispatch Schedule in pumping mode} \times \text{STEP yield})$$

- by agreement, the energy value of the Final Dispatch Schedule in pumping mode is positive;
- Minimum Energy = - STEP yield x algebraic value situated, by agreement, in the "Maximum Energy" field of the Usage Conditions for Bids corresponding to operation of the STEP in pumping mode ("Pumping BE").

Furthermore, the financial compensation referred to above is paid to the Actor, on condition that:

- the Forecast Dispatch Schedule on D-1 or Redeclared at a Gate Closure respects the Maximum Energy value declared at that Gate Closure;
- failure to comply with the Minimum Energy value can be attributed to RTE and not the Balancing Service Provider. For example, compensation is not payable if the failure to comply is caused by a Forecast Dispatch Schedule Redeclared after a Balancing Order has been issued, with no change to the Minimum Energy corresponding to the Redeclaration.

#### 4.6.1.1.7 Activated bids in the context of tests

In the case where the Activation of a Bid arises from a test provided for by a specific contract or by regulatory provisions and outside of the MA-RE rules, the remuneration of the Activation is done:

at a remuneration price specifically defined by the contract or the regulatory provisions when these make specific provisions for remuneration during tests on the Balancing Mechanism,

by default, when the contract or regulatory provisions do not make specific provisions, at a price equal to the Balancing Bid price proposed by the Balancing Service Provider.

When the contracts or regulatory provisions provide for specific terms, these terms are Notified to the CRE before their implementation.

#### 4.6.1.2 Defaulting Implementation of a Balancing Order

##### 4.6.1.2.1 Defaulting Implementation of a Balancing Order

###### 4.6.1.2.1.1 Implicit and explicit Bids excluding Bids from Exchange Point BEs

All of the provisions described in this Article apply only on the Activation Period of the Balancing Order.

On each Half-Hourly Interval making up the Activation Period, the implementation of the Balancing Order is considered to be defaulting if:

$$V_e > \min (20\%V_{aju}; 50 \text{ MWh})$$

In this case, the defaulting Volume ( $V_d$ ) is equal to  $V_e$  for each Half-Hourly Interval concerned.

###### 4.6.1.2.1.2 Explicit Bids from Exchange Point BEs

For each Half-Hourly Interval making up the Activation Period, the implementation of the Balancing Order is considered to be defaulting if  $V_e$  is not zero.

###### 4.6.1.2.2 Dispute

The Balancing Service Provider may, after Notification by RTE that the Balancing Order is defaulting, send RTE the elements proving that the Balancing Order considered has been properly executed.

###### 4.6.1.2.3 Penalties

On each Half-Hourly Interval showing a defaulting implementation of a Balancing Order detected in accordance with Article 4.6.1.2, RTE invoices the following penalty to the Balancing Service Provider:

$$35\% \times V_d \times \max(|\text{Prix d'Offre}|; |\text{Prix Spot de Référence}|)$$

with:

- the function  $|x|$  is the absolute value of  $x$ .

The set of rules for invoicing and payment are detailed in Article 4.6.1.5.

In the case of a defaulting implementation for which the Balancing Service Provider has indicated to RTE that it cannot implement the Order on at least one Half-Hourly Interval:

- if the information was brought to the knowledge of RTE before the Activation Time, the penalty is not applied;
- if the information was brought to the knowledge of RTE after the Activation Time, the defaulting volume  $V_d$  chosen for the calculation of the penalty is calculated over the period between the Activation Time and the time the Balancing Service Provider was in contact with RTE.

###### 4.6.1.2.4 Exclusion of a BE and termination of the Participation Agreement

In the event of repeated Balancing Order deviations for a BE and/or if these are not Notified to RTE or are Notified late by the Balancing Service Provider, RTE gives the Balancing Service Provider formal notice to fulfil its obligations within a period of one Month.

If the deviations continue, RTE may exclude this BE from the Balancing Mechanism under the conditions listed below.

RTE Notifies the Balancing Service Provider of the exclusion of a BE by registered letter with acknowledgement of receipt. It takes effect immediately on the date of receipt. At the end of a 60-day period from the date of the Notification, the Balancing Service Provider may request that RTE reintegrate the BE in application of Article 4.2.1.

RTE informs the DSO(s) concerned of the exclusion of the BE from the Balancing Mechanism when the BE contains Sites connected to their network(s).

In addition to the exclusion of the BE, RTE may terminate the Participation Agreement of the Balancing Service Provider under the conditions set out in Article 2.17.1 of Section I of the Terms and Conditions.

#### *4.6.1.3 Information provided to the Balancing Service Provider*

##### *4.6.1.3.1 Transmission of data to the Balancing Service Provider*

For each Day D, RTE provides the Balancing Service Provider with two files establishing the valuation of Balancing Orders transmitted during Day D. These files, which are transmitted via the dedicated SYGA Application at the end of D+3 Working Days, are:

- a file for Upward Balancing Orders;
- a file for Downward Balancing Orders.

##### *4.6.1.3.2 Disputes regarding data transmitted*

For each Month M, the Balancing Service Provider may dispute the daily data transmitted by RTE in accordance with Article 4.6.1.3.1. To do this, it provides Notification no later than the Tuesday between the 11 and 17 inclusive of Month M+1.

Where RTE acknowledges that there are proper grounds for a dispute or claim, Orders are Corrected.

##### *4.6.1.3.3 Final data for invoicing*

###### *4.6.1.3.3.1 Provision of final records of sale of balancing operations for monthly billing*

On the Friday between the 14 and 20 of Month M+1, RTE provides the Balancing Service Provider with the final files containing valuations of balancing operations for the Month M. These files, which will be used for the purposes of drawing up the monthly invoice, are:

- monthly files for Upward Balancing Orders, which enable the Balancing Service Provider to draw up a monthly invoice to be sent to RTE as indicated in Article 4.6.1.4.1.3;
- monthly files for Downward Balancing Orders, which:

either enable RTE to draw up a monthly invoice to be sent to the Balancing Service Provider as indicated in Article 4.6.1.4.2, if the sum of positively-priced Downward Bids is greater than the sum of negatively-priced Downward Bids;

or enable the Balancing Service Provider to draw up a monthly invoice to be sent to RTE as indicated in Article 4.6.1.4.1.3, if the sum of negatively-priced Downward Bids is greater than the sum of positively-priced Downward Bids.

If RTE and the Balancing Service Provider have agreed on how to deal with a dispute before the date on which data are provided, and if Order Corrections are required as a result, these Corrections are taken into account in the final valuation files provided to the Balancing Service Provider.

If RTE and the Balancing Service Provider agree on the processing of a dispute after the data on which data are provided and Order Corrections must be applied, RTE provides the Balancing Service Provider with new valuation files including these Order Corrections. These files are then used as a basis for a new invoice.

#### *4.6.1.3.3.2 Provision of Scheduling data*

For each SE making up a PTS Generation BE, RTE provides the Balancing Service Provider, which had previously Notified its request, with the generation Time Series of the Forecast Dispatch Schedule traced by RTE and the Final Dispatch Schedule traced by RTE at 5-minute Intervals, along with orders and Redeclarations.

The request Notified by the Balancing Service Provider concerns one or more SEs in its Balance Perimeter. The Service Provider does not need to reformulate its request every week as it remains valid until Notified otherwise.

Data relating to the period from Monday to Sunday of a given week are provided in accordance with the IS Terms and Conditions, from Monday of the following week.

The data thus provided do not constitute reference data for invoicing, insofar as they do not include any complementary or exceptional Bids or any Corrections made after D+3 following checks on actual values or processing of disputes.

#### *4.6.1.4 Invoicing conditions*

##### *4.6.1.4.1 Issuing invoices*

###### *4.6.1.4.1.1 Billing address*

RTE and/or the Balancing Service Provider send(s) invoices to the invoice address specified by the other Party in the Participation Agreement. At any time, each Party is entitled to Notify the other Party of a change to its invoice address.

###### *4.6.1.4.1.2 Invoices issued by RTE*

On the basis of the monthly file for settlement of Downward Bids, supplied to the Balancing Service Provider in accordance with the provisions of Article 4.6.1.3.3, RTE adds together all of the Downward Bids in the Month M. If the result is a positive figure, RTE sends the Balancing Service Provider a corresponding invoice, no later than the last Day of Month M+1.

RTE establishes a monthly invoice for any Penalties in application of Article 4.6.2.9.3. The invoice for month M is sent to the Balancing Service Provider by the last day of Month M+2 at the latest.

###### *4.6.1.4.1.3 Invoices issued by the Balancing Service Provider*

On the basis of the monthly file for settlement of Upward Bids made available to the Balancing Service Provider in accordance with the provisions of Article 4.6.1.3.3, the Balancing Service Provider sends RTE an invoice corresponding to the sum of the amounts stated in this file no later than the last Day of the Month M+1.

Based on the monthly file for settlement of Downward Bids made available to the Balancing Service Provider in accordance with the provisions of Article 4.6.1.3.3, the Balancing Service Provider RTE adds together all of the Downward Bids in the Month M. If the result is negative, the Balancing Service Provider sends RTE the corresponding invoice, at the latest on the last Day of Month M+1.

RTE will not take into account the invoices issued prior to the provision of the data referred to in Article 4.6.1.3.3. Only these data will be taken into account to prepare the invoices and RTE will not settle any invoice which does not comply.

#### *4.6.1.4.2 Disputed invoices*

Any dispute of an invoice must be Notified within a period of thirty Days beginning at the date on which the invoice is received. Once this period has expired, the challenge is inadmissible.

Notification of a challenge does not suspend the obligation to settle amounts invoiced.

RTE undertakes to process the challenge as quickly as possible and within a maximum period of two months following receipt of the challenge.

#### *4.6.1.5 Payment conditions*

##### *4.6.1.5.1 Conditions and deadlines for payment of invoices*

###### *4.6.1.5.1.1 Payment by RTE*

RTE pays the Balancing Service Provider's invoices within 30 Days from their date of issue or on the Business Day following the 30<sup>th</sup> Day when this day is not a Business Day. All invoices are paid by bank transfer using the bank account details of the Balancing Service Provider given in the Participation Agreement.

RTE is responsible for any fees charged by its bank. Furthermore, RTE is required to attach the references of the invoice issued by the Participant to each payment.

###### *4.6.1.5.1.2 Payment by the Balancing Service Provider*

The Balancing Service Provider pays RTE's invoices within 30 Days from their date of issue or on the Business Day following the 30<sup>th</sup> Day when this day is not a Business Day. All invoices are paid according to one of the following methods given in the Participation Agreement:

- by bank transfer made to the bank account of RTE specified in the Participation Agreement. Any fees charged by the Balancing Service Provider's bank are borne by the Balancing Service Provider. In addition, the Balancing Service Provider is required to attach the references of the invoice issued by RTE to each payment;
- by direct debit. In this case, it provides RTE with a direct debit authorisation form in accordance with the model attached in Annexe 4.

In the event of payment by bank transfer, the Participant checks with its bank to ensure that a transfer order for settlement of a given invoice specifies the relevant invoice number. In the event of a SWIFT transfer, the Participant asks its bank to indicate this number in the "Payment conditions" field. Failure to include this information means that RTE will have to identify transfers arriving into its account manually.

No discount will be granted for early payment.

Following a Payment Incident, after sending official notice to pay, Notified to the Participant and with no reply within ten (10) Days, RTE may terminate the Participation Agreement of the Balancing Service Provider under the conditions set out in Article 2.17.1 of Section I of the Terms and Conditions.

#### 4.6.1.5.2 Lateness penalties

In the event of failure to pay the sums owed by each of the Parties in full and within the deadlines stipulated in Article 4.6.1.5.1, the sums owed are subject to, and without prior formal notice, penalties calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points. These penalties are calculated on the total amount of the debt (amount of the invoice including VAT). They are calculated from the due date up to the date of actual payment of the invoice.

In accordance with article L. 441-6 of the French Code of Commerce, a lump sum for recovery costs is added to these penalties, amounting to forty (40) Euros excluding taxes in accordance with article D.441-5 of the French Code of Commerce.

In addition, in accordance with aforementioned article L. 441-6, additional compensation may be requested by RTE when the recovery costs are higher than the amount of this lump sum payment.

#### 4.6.1.5.3 Non-execution exception

In the event of failure by a Party to pay amounts due to the other Party under the terms of its Participation Agreement, the other Party may suspend payment of amounts that it owes to its co-contractor, up to a limit of the sums that it owes to it.

### 4.6.2 Settlement of energy balancing after date T

The terms provided for in this Article apply from date T, which will be notified by RTE with a notice period of three (3) Months.

#### 4.6.2.1 Calculation of the Theoretical Expected Volume of BEs

For each BE  $i$  and each 5-Minute interval  $t$  of Day D, RTE calculates the Upward Theoretical Expected Volume of the BE  $i$ ,  $VAt_{H,EDA i}(t)$ , and the Downward Theoretical Expected Volume of the BE  $i$ ,  $VAt_{B,EDA i}(t)$ , as follows:

$$VAt_{H,EDA i}(t) = \max \left( (PMt_{EDA i}(t) - PA_{EDA i}(t)) \times \frac{5}{60}; 0 \right)$$

$$VAt_{B,EDA i}(t) = -\min \left( (PMt_{EDA i}(t) - PA_{EDA i}(t)) \times \frac{5}{60}; 0 \right)$$

where:

- $PMt_{EDA i}(t)$  is the sum of:
  - over all of the Scheduling Entities  $j$  making up the BE  $i$ , of the active power values, at the 5-Minute interval  $t$ , of the last Theoretical Final Dispatch Schedule established by RTE for the Scheduling Entity  $j$  according to the terms of Article 3.2.4.3,
  - of the active power value over the 5-Minute interval  $t$ , of the last Theoretical Final Dispatch Schedule established by RTE for all of the sites of the BE  $i$  that do not belong to a BE according to the terms of Article 3.2.4.3 ;
- $PA_{EDA i}(t)$  is equal to zero to which is added the sum of all of the Scheduling Entities  $j$  making up the BE  $i$ , the active power values, at the 5-minute interval  $t$ , of the last Forecast Dispatch Schedule established by RTE for Scheduling Entity  $j$  according to the terms of Article 3.2.2.6.

For each 5-Minute Interval, the Theoretical Expected Volume of the BE is expressed in MWh and rounded to 3 decimal places.

#### 4.6.2.2 Calculation of the Actual Expected Volume of BEs

For each BE  $i$  and each 5-Minute interval  $t$  of Day D, RTE calculates the Upward Actual Expected Volume of the BE  $i$ ,  $VAe_{H,EDA i}(t)$ , and the Downward Actual Expected Volume of the BE  $i$ ,  $VAe_{B,EDA i}(t)$ , as follows:

$$VAe_{H,EDA i}(t) = \max \left( (PMe_{EDA i}(t) - PA_{EDA i}(t)) \times \frac{5}{60}; 0 \right)$$

$$VAe_{B,EDA i}(t) = - \min \left( (PMe_{EDA i}(t) - PA_{EDA i}(t)) \times \frac{5}{60}; 0 \right)$$

where:

- $PMe_{EDA i}(t)$  is the sum of:
  - over all of the Scheduling Entities  $j$  making up the BE  $i$ , of the active power values, at the 5-Minute interval  $t$ , of the last Actual Final Dispatch Schedule established by RTE for the Scheduling Entity  $j$  according to the terms of Article 3.2.4.3,
  - of the active power value over the 5-Minute interval  $t$ , of the last Actual Final Dispatch Schedule established by RTE for all of the sites of the BE  $i$  that do not belong to a BE according to the terms of Article 3.2.4.3 ;
- $PA_{EDA i}(t)$  is equal to zero to which is added the sum of all of the Scheduling Entities  $j$  making up the BE  $i$ , the active power values, at the 5-minute Interval  $t$ , of the last Forecast Dispatch Schedule established by RTE for Scheduling Entity  $j$  according to the terms of Article 3.2.2.6.

For each 5-Minute Interval, the Actual Expected Volume of the BE is expressed in MWh and rounded to 3 decimal places.

#### 4.6.2.3 Calculation of the Market Volume of Activated Bids

For each Bid Activated by RTE at each 5-Minute Interval, RTE determines a Market Volume.

For each 5-Minute Interval, the Market Volume is expressed in MWh and rounded to 3 decimal places.



#### 4.6.2.3.1 Calculation of the Market Volume of Activated RR Standard Product Bids

For each Standard RR Bid Activated By RTE and each 5-Minute Interval  $t$  of the Validity Period of the Bid, RTE calculates the Market Volume of the Bid,  $VC_{Offre i}(t)$ , as follows:

$$VC_{Offre i}(t) = P_{Offre i}(t) \times \frac{5}{60}$$

where  $P_{Offre i}(t)$  is the power retained by the RR Standard Product Bid platform for Bid  $i$  and over the 5-Minute Interval  $t$ .

#### 4.6.2.3.2 Calculation of the Market Volume of Activated Specific Bids

##### 4.6.2.3.2.1 Terms applicable before date V

The terms provided for in this Article apply until date V, which will be notified by RTE with a notice period of three (3) Months.

For each BE  $i$  and each 5-Minute Interval  $t$  for which a Specific Bid is Activated:

- if  $VAt_{H,EDA i}(t)$  is non-zero, or if  $VAt_{H,EDA i}(t)$  is zero with  $\sum VC_{OffreStd H}(t)$  non-zero:

$$VC_{OffreSpecH}(t) = VAt_{H,EDA i}(t) - \sum_{OffreStd k \in H} VC_{OffreStd k}(t)$$

$$VC_{OffreSpecB}(t) = - \sum_{OffreStd k \in B} VC_{OffreStd k}(t)$$

- if  $VAt_{B,EDA i}(t)$  is non-zero, or if  $VAt_{B,EDA i}(t)$  is zero with  $\sum VC_{OffreStd B}(t)$  non-zero:

$$VC_{OffreSpecH}(t) = - \sum_{OffreStd k \in H} VC_{OffreStd k}(t)$$

$$VC_{OffreSpecB}(t) = VAt_{B,EDA i}(t) - \sum_{OffreStd k \in B} VC_{OffreStd k}(t)$$

where:

- $VC_{OffreSpecH}(t)$  is the Market Volume, over a 5-Minute Interval  $t$ , of the Upward Specific Bid relating to BE  $i$  and for which the Validity Period contains the 5-Minute Interval  $t$ ;
- $VC_{OffreSpecB}(t)$  is the Market Volume, over a 5-Minute Interval  $t$ , of the Downward Specific Bid relating to BE  $i$  and for which the Validity Period contains the 5-Minute Interval  $t$ ;
- $VAt_{H,EDA j}(t)$  is the Upward Theoretical Expected Volume of the BE  $i$  at the 5-Minute Interval  $t$ , established according to the terms of Article 4.6.2.1;
- $VAt_{B,EDA j}(t)$  is the Downward Theoretical Expected Volume of the BE  $i$  at the 5-Minute Interval  $t$ , established according to the terms of Article 4.6.2.1;
- $H$  is all of the Upward RR Standard Product Bids activated by RTE for the BE  $i$  at the 5-Minute Interval  $t$ ;
- $B$  is all of the Downward RR Standard Product Bids activated by RTE for the BE  $i$  at the 5-Minute Interval  $t$ ;

- $VC_{OffreStd\ k}(t)$  is the Market Volume of the RR Standard Product Bids  $k$  at the 5-Minute Interval  $t$ , established according to the terms of Article 4.6.2.3.1;

#### 4.6.2.3.2.2 Terms applicable after date $V$

The terms provided for in this Article apply from date  $V$ , which will be notified by RTE with a notice period of three (3) Months, and replace the terms of Article 4.6.2.3.1.

For each BE  $i$  and each 5-Minute Interval  $t$  for which a Specific Bid is Activated:

- if  $VAt_{H,EDA\ i}(t)$  is non-zero, or if  $VAt_{H,EDA\ i}(t)$  is zero with  $\sum VC_{OffreStd}(t)$  non-zero:

$$\begin{aligned}
 &VC_{OffreSpecH}(t) \\
 &= \max \left( VAt_{H,EDA\ i}(t) - \sum_{OffreStd\ k \in H} VC_{OffreStd\ k}(t); 0 \right) \\
 &+ \sum_{OffreStd\ k \in B} VC_{OffreStd\ k}(t) \\
 &VC_{OffreSpecB}(t) = \max \left( \sum_{OffreStd\ k \in H} VC_{OffreStd\ k}(t) - VAt_{H,EDA\ i}(t); 0 \right)
 \end{aligned}$$

- if  $VAt_{B,EDA\ i}(t)$  is non-zero, or if  $VAt_{B,EDA\ i}(t)$  is zero with  $\sum VC_{OffreStd}(t)$  non-zero:

$$\begin{aligned}
 &VC_{OffreSpecH}(t) = \max \left( \sum_{OffreStd\ k \in B} VC_{OffreStd\ k}(t) - VAt_{B,EDA\ i}(t); 0 \right) \\
 &VC_{OffreSpecB}(t) \\
 &= \max \left( VAt_{B,EDA\ i}(t) - \sum_{OffreStd\ k \in B} VC_{OffreStd\ k}(t); 0 \right) \\
 &+ \sum_{OffreStd\ k \in H} VC_{OffreStd\ k}(t)
 \end{aligned}$$

where:

- $VC_{OffreSpecH}(t)$  is the Market Volume, over a 5-Minute Interval  $t$ , of the Upward Specific Bid relating to BE  $i$  and for which the Validity Period contains the 5-Minute Interval  $t$ ;
- $VC_{OffreSpecB}(t)$  is the Market Volume, over a 5-Minute Interval  $t$ , of the Downward Specific Bid relating to BE  $i$  and for which the Validity Period contains the 5-Minute Interval  $t$ ;
- $VAt_{H,EDA\ j}(t)$  is the Upward Theoretical Expected Volume of the BE  $i$  at the 5-Minute Interval  $t$ , established according to the terms of Article 4.6.2.1;
- $VAt_{B,EDA\ j}(t)$  is the Downward Theoretical Expected Volume of the BE  $i$  at the 5-Minute Interval  $t$ , established according to the terms of Article 4.6.2.1;
- $H$  is all of the Upward RR Standard Product Bids activated by RTE for the BE  $i$  at the 5-Minute Interval  $t$ ;

- $B$  is all of the Downward RR Standard Product Bids activated by RTE for the BE  $i$  at the 5-Minute Interval  $t$ ;
- $VC_{OffreStd\ k}(t)$  is the Market Volume of the RR Standard Product Bids  $k$  at the 5-Minute Interval  $t$ , established according to the terms of Article 4.6.2.3.1;

#### 4.6.2.4 Calculation of the Remuneration of Activated Bids

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

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

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

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

The set of rules for invoicing of remuneration are detailed in Article 4.6.2.11.

#### 4.6.2.5 Calculation of the Remuneration of Activated RR Standard Product Bids

For each Standard RR Bid Activated By RTE  $k$  and each 5-Minute Interval  $t$  of the Validity Period of the Bid, RTE calculates the Remuneration as follows:

- if it is an Upward Bid:

$$VC_{OffreStd\ k}(t) \times \max(prix_{marginal\ RR}(t); prix_{OffreStd\ k}(t))$$

- if it is a Downward Bid:

$$VC_{OffreStd\ k}(t) \times \min(prix_{marginal\ RR}(t); prix_{OffreStd\ k}(t))$$

where:

- $VC_{OffreStd\ k}(t)$  is the Market Volume of the RR Standard Product Bid  $k$  at the 5-Minute Interval  $t$  established according to the terms of Article 4.6.2.3.1;
- $prix_{marginal\ RR}(t)$  is the marginal price defined, for France and for the 5-Minute Interval  $t$ , by the European platform for the exchange of balancing energy from replacement reserves;
- $prix_{OffreStd\ k}(t)$  is the price of the RR Standard Product Bid  $k$  at the 5-minute Interval  $t$ .

#### 4.6.2.6 Calculation of the Remuneration of Specific Bids

For each Specific Bid Activated by RTE  $k$  and each 5-Minute Interval  $t$  of the Validity Period of the Bid, RTE calculates the Remuneration as follows:

$$VC_{Offre\ k}(t) \times prix_{Offre\ k}(t)$$

where:

- $VC_{Offre\ k}(t)$  is the Market Volume of the Specific Product Bid  $k$  at the 5-Minute Interval  $t$  established according to the terms of Article ;

- $prix_{offre\ k}(t)$  is the price of the Specific Bid  $k$  at the 5-minute Interval  $t$ .

#### 4.6.2.6.1 Additional terms relating to Specific Start-up Bids

##### 4.6.2.6.1.1 Calculation of the Actual Bid Price

Besides a Bid Price, the financial conditions attached to a Start-up Bid include a Fixed Start-up Price in Euro to pay the fixed part of the start-up of thermal Generation Units making up the BE. RTE establishes, for the calculation of the VWAP described in Article 4.10.1.4, an actual Bid Price as follows:

$$\text{Bid Price excluding the Fixed Start-up Price} + (\text{Fixed Start-up Price} / \text{Start-up Activation Energy})$$

The start-up activation energy is the total energy activated after start-up of the thermal GUs making up the BE.

##### 4.6.2.6.1.2 Remuneration of Start-ups

When the activation of a Bid by RTE leads to the start-up, not provided for in the Forecast Dispatch Schedule established by RTE in its final version, of one or several thermal GUs, RTE pays the Balancing Service Provider the Fixed Start-up Price, declared in the Start-up Bid.

#### 4.6.2.6.2 Specific terms concerning Exceptional Bids, Immediate Implementation Orders and Activated Bids in the context of tests

##### 4.6.2.6.2.1 Exceptional Bids

The Bid Price of Exceptional Bids is stated in the Bid Usage Conditions file concerning Exceptional Bids in application of the provisions of the IS Terms and Conditions and not through the SYGA type Bid file.

The financial conditions for Exceptional Bids concerning a thermal unit of more than 10 MW may, where relevant, include a Fixed Start-up Price in addition to the Bid Price.

In the case of mixed use of a BE (normal operation balancing and downgraded mode balancing), only the balancing used in downgraded mode is remunerated as indicated in the previous paragraph.

##### 4.6.2.6.2.2 Immediate Implementation Orders

An Immediate Implementation Order which directly affects the active power setpoint of one or several GUs, results in remuneration of the energy produced in the case of an upward order and not produced in the case of a downward order, between the issuance of the order and the issuance of the end of the order.

**GU not offered on the Balancing Mechanism** (GU not connected to a Balancing Perimeter and BE for which no Bid has been Submitted):

The volume of energy taken into account is calculated from the difference between the average power found at each Half-Hourly Interval between issuance of the Immediate Implementation Order and issuance of the end of the order and the average power found on the half-hour preceding the order, for all GUs affected throughout the duration of the order. These energy volumes are corrected for the Participation of GUs to Secondary Frequency Control. The energy corresponding to an increase in active power is settled at a price equal to:

*Max [maximum MBP on this time period; maximum Reference Spot Price on this time period; last Bid Price known to RTE for this BE on the same Price Segment]*

The energy corresponding to a decrease in active power is remunerated at a price equal to:

*Min [0; minimum MBP on this time period; last Bid Price known to RTE for this BE on the same Price Segment]*

The time period corresponds to the period between the issuance of the Immediate Implementation Order and the issuance of the end of the order and where the maximum MBP considered may take into account the settlement of the Immediate Implementation Orders for the GUs offered on the Balancing Mechanism.

#### **GU offered on the Balancing Mechanism:**

The energy volume taken into account is calculated from the difference between the average power found on the period between the issuance of the immediate implementation order and the issuance of the end of the order and the scheduled Final Dispatch Schedule established by RTE. The energy is settled according to the terms set out below:

- for BEs consisting of hydropower plants:

the energy corresponding to an increase in active power is settled at the Bid Price,

the energy corresponding to a decrease in active power is settled at a price equal to:

*Min [0; downward Bid Price]*

- for BEs consisting of thermal plants:

the energy corresponding to an increase in active power is valued at the Bid Price,

the energy corresponding to an increase in rapid or emergency active power is settled at a price equal to:

*Bid Price \* 1.1*

where relevant, the fixed start-up price set out in Article 4.3.1.1.2.2, is settled at a price equal to:

*Fixed Start-up Price \*1.1*

the energy corresponding to a decrease in active power is settled at a price equal to:

*Min [0; downward Bid Price]*

#### **4.6.2.6.3 Non-compliance by RTE with the Bid Usage Conditions**

##### **4.6.2.6.3.1 Bids Deactivated before the end of the Minimum Duration of Use**

In the event that a Start-up Bid or a Generation, Remotely-Read Consumption, Profiled Consumption or Exchange Point BE Bid has been Activated then Deactivated before the end of the Minimum Duration of Use, a financial compensation calculated as indicated below will be made to the Balancing Service Provider on its request:

*Prix de l'Offre × Puissance Activée au moment de la Désactivation ×  
(Durée Minimale d' Utilisation – durée d' activation)*

The duration of activation is equal to the length of time between the Activation Time and the Deactivation Time.

In addition, the financial compensation above is paid to the Participant provided that:

- the Minimum Duration of Use has been sent to RTE ahead of time;
- Deactivation of the Bid is the result of an action by RTE and not the Balancing Service Provider;
- the deactivated Balancing Order is not a Balancing Order leading to the extension of the Forecast Dispatch Schedule of a Generation BE.

#### 4.6.2.6.3.2 Bids Activated beyond the Maximum Energy

If the Activation of a Bid causes exceedance of more than min [10%; 200 MWh] of the Maximum Energy mentioned in the Bid Usage Conditions, a financial compensation calculated as indicated below will be made to the Balancing Service Provider on its request:

$$\text{Energy exceeded} \times \text{Max} [(0.5 \times \text{last Bid Price}); (\text{Last MBP} - \text{last Bid Price})]$$

where:

- the last Bid Price is the Bid Price on the last Price Segment on which the Bid is Activated; and
- the last MBP is the maximum MBP on the last Price Segment on which the Bid was Activated.

For a Generation BE made up of one or several Scheduling Entities, the exceeded energy is equal to the difference between the energy of the Final Dispatch Schedule established by RTE and the Maximum Energy of the BE.

For a STEP:

- the energy of the Final Dispatch Schedule established by RTE is equal to:

$$\text{Energy of the Final Dispatch Schedule in turbine} - (\text{energy of the Final Dispatch Schedule in pump} \times \text{STEP yield})$$

- by convention, the Final Dispatch Schedule for pumped energy is positive;
- Maximum Energy = algebraic value located, by convention, in the "Maximum Energy" section of the Bid Usage Conditions relating to the operation of the pumped storage turbine ("turbine BE");
- the Bid Price to retain is the Upward Bid Price of the Turbine BE or Pump BE depending on whether the last Upward balancing operation is turbine or pump.

For a Remotely-Read Consumption or Profiled Consumption or Exchange Point or Generation or PDS Generation BE not made up of Scheduling Entities, the exceeded energy is equal to the difference between the total energy of the Balancing operations for the Day and the Maximum Energy of the BE.

In addition, the financial compensation above is paid to the Participant provided that:

- the Forecast Dispatch Schedule on D-1 or Redeclared at a Gate Closure respects the Maximum Energy declared at this Gate Closure; and

- the Maximum Energy exceedance is attributable to RTE rather than the Balancing Service Provider. For example, no compensation is due if the exceedance is the result of a Redeclaration of a Forecast Dispatch Schedule made after the issuance of a Balancing Order, with no change to the Maximum Energy corresponding to the Redeclaration.

#### 4.6.2.6.3.3 *Bids Activated beyond the Minimum Energy*

In the event that Activation of a Bid leads to a non-compliance of more than min [10%; 200 MWh] of the Minimum Energy stated in the Bid Usage Conditions, RTE will make a financial compensation to the Balancing Service Provider on its request. The amount of this compensation will be calculated on the basis of the difference between the energy of the Final Dispatch Schedule established by RTE of the BE and the Minimum Energy, settled at the average Reference Spot Price of the day.

For a STEP:

- the energy of the Final Dispatch Schedule is equal to:  
$$\text{Energy of the Final Dispatch Schedule in turbine} - (\text{energy of the Final Dispatch Schedule in pump} \times \text{STEP yield})$$
- by convention, the Final Dispatch Schedule energy in pump is positive;
- Minimum Energy = STEP yield x algebraic value located, by convention, in the "Maximum Energy" section of the Bid Usage Conditions relating to the operation of the pumped storage turbine ("turbine BE");

In addition, the financial compensation above is paid to the Participant provided that:

- the Forecast Dispatch Schedule on D-1 or Redeclared at a Gate Closure, respects the Minimum Energy declared at this Gate;
- non-compliance of the Minimum Energy is attributable to RTE rather than the Balancing Service Provider. For example, no compensation is due if the non-compliance is the result of a Redeclaration of a Forecast Dispatch Schedule made after the issuance of a Balancing Order, with no change to the Maximum Energy corresponding to the Redeclaration.

#### 4.6.2.6.4 *Activated bids in the context of tests*

In the case where the Activation of a Bid arises from a test provided for by a specific contract or by regulatory provisions and outside of the MA-RE rules, the remuneration of the Activation is done:

- at a remuneration price specifically defined in the contract or the regulatory provisions which make specific provisions for remuneration during tests on the Balancing Mechanism,
- by default, when the contract or regulatory provisions do not make specific provisions, at a price equal to the Balancing Bid price put forward by the Balancing Service Provider.

When the contracts or regulatory provisions provide for specific terms, these terms are Notified to the CRE before their implementation.

#### 4.6.2.7 Calculation of the Balancing Energy Imbalance of BEs

After the calculation of the Volume Achieved described in Article 4.5, RTE establishes, for each BE  $i$  and each 5-Minute Interval  $t$  of the Control Period of the BE  $i$  as defined in Article 4.5.1.1, a Positive Balancing Energy Imbalance  $EAp_{EDA i}(t)$  and a negative Balancing Energy Imbalance  $EAn_{EDA i}(t)$  as follows:

$$EAp_{EDA i}(t) = \max \left( \sum_{u \in Pas\ 10'(t)} \frac{VR_{EDA i}(u) - VAt_{EDA i}(u)}{2}; 0 \right)$$

$$EAn_{EDA i}(t) = - \min \left( \sum_{u \in Pas\ 10'(t)} \frac{VR_{EDA i}(u) - VAt_{EDA i}(u)}{2}; 0 \right)$$

with:

$$VR_{EDA i}(u) = VR_{H,EDA i}(u) - VR_{B,EDA i}(u)$$

$$VAt_{EDA i}(u) = VAt_{H,EDA i}(u) - VAt_{B,EDA i}(u)$$

where:

- $Pas\ 10'(t)$  is the 10' Interval the 5-Minute Interval  $t$  belongs to;
- $VR_{H,EDA i}(u)$  is the Upward Volume Achieved of the BE  $i$  at the 5-Minute Interval  $u$  established according to the terms of Article 4.5 ;
- $VR_{B,EDA i}(u)$  is the Volume Achieved of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.5;
- $VAt_{H,EDA i}(u)$  is the Upward Theoretical Expected Volume of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.6.2.1;
- $VAt_{B,EDA i}(u)$  is the Downward Theoretical Expected Volume of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.6.2.1.

For each 5-Minute Interval, the Balancing Energy Imbalance is expressed in MWh and rounded to 3 decimal places.

#### 4.6.2.8 Settlement of Balancing Energy Imbalances

For each BE  $i$  and each 5-Minute Interval  $t$  of the Day  $D$ , RTE settles Balancing Energy Imbalances as follows:

- for positive Balancing Energy Imbalances:

$$EAp_{EDA i}(t) \times PREa_p(t)$$

- for negative Balancing Energy Imbalances:

$$EAn_{EDA i}(t) \times PREa_n(t)$$

where:

- $EAp_{EDA i}(t)$  is the positive Balancing Energy Imbalance of the BE  $i$  at the 5-minute Interval  $t$ , established according to the terms of Article 4.6.2.7;



- $EAn_{EDA i}(t)$  is the negative Balancing Energy Imbalance of the BE  $i$  at the 5-minute Interval  $t$ , established according to the terms of Article 4.6.2.7;
- $PREa_p(t)$  is the positive Balancing Energy Imbalance Settlement Price at the 5-Minute Interval  $t$ ;
- $PREa_n(t)$  is the negative Balancing Energy Imbalance Settlement Price at the 5-Minute Interval  $t$ ;

The Balancing Energy Imbalance Settlement Prices are defined as follows for each 5-Minute Interval  $t$  of the Day D:

$$PREa_p(t) = PREa_n(t) = PMP_{J+3}(t)$$

where  $PMP_{J+3}(t)$  is:

- the Upward Volume Weighted Average Price as defined in Article 4.10.1.4 if there is an Upward Trend in the power system over the Half-Hourly Interval containing the 5-minute interval  $t$ , calculated on D+3;
- the Downward Volume Weighted Average Price as defined in Article 4.10.1.4 if there is a Downward Trend in the power system over the Half-Hourly Interval  $t$ , calculated on D+3;

For each 5-Minute Interval, the settlement of Balancing Energy Imbalances is expressed in € and rounded to 2 decimal places.

For positive Balancing Energy Imbalances, a positive settlement corresponds to a sum due by RTE to the Balancing Service Provider and a negative settlement corresponds to a sum due by the Balancing Service Provider to RTE.

For negative Balancing Energy Imbalances, a positive settlement corresponds to a sum due by the Balancing Service Provider to RTE and a negative settlement corresponds to a sum due by RTE to the Balancing Service Provider.

The set of rules for invoicing Balancing Energy Imbalance settlement are detailed in Article 4.6.2.11.

#### 4.6.2.9 Failure of BEs

##### 4.6.2.9.1 Failure criterion for BEs

###### 4.6.2.9.1.1 Failure criterion for BEs before Date U

The terms of this Article apply until date U notified by RTE with a notice period of three (3) months.

For each BE  $i$  and for each 5-minute Interval  $t$  of the BE's Control Period defined in Article 4.5.1.1, if:

- $VAe_{EDA i}(u) \neq 0$ ; or
- $VAt_{EDA i}(u) \neq 0$ .

Then, the BE is considered to be in failure on load reductions checks of the Balancing Mechanism if one of the following criteria is verified:

###### 4.6.2.9.1.1.1 Before 1 January 2020

For each BE  $i$  and for each 5-minute Interval  $t$  of the Activation Period of the BE, the BE is considered to be in failure on load reductions checks of the Balancing Mechanism if one of the following criteria is verified:

- $\sum_{u \in PDH(t)} VAe_{EDA i}(u) > 0$  et  $\sum_{u \in PDH(t)} VAe_{EDA i}(u) - VR_{EDA i}(u) > \min(20\% \times \sum_{u \in PDH(t)} VAe_{EDA i}(u); 50 \text{ MWh})$ ; or
- $\sum_{u \in PDH(t)} VAe_{EDA i}(u) < 0$  et  $\sum_{u \in PDH(t)} VAe_{EDA i}(u) - VR_{EDA i}(u) < \max(20\% \times \sum_{u \in PDH(t)} VAe_{EDA i}(u); -50 \text{ MWh})$ .

with:

$$VR_{EDA i}(u) = VR_{H,EDA i}(u) - VR_{B,EDA i}(u)$$

$$VAe_{EDA i}(u) = VAe_{H,EDA i}(u) - VAe_{B,EDA i}(u)$$

where:

- $PDH(t)$  Is the Half-Hourly Interval containing the 5-Minute Interval  $t$ ;
- $VR_{H,EDA i}(u)$  is the Upward Volume Achieved of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.5;
- $VR_{B,EDA i}(u)$  is the Volume Achieved of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.5;
- $VAe_{H,EDA i}(u)$  is the Upward Actual Expected Volume of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.6.2.2;  $VAe_{B,EDA i}(u)$  is the Downward Actual Expected Volume of the BE  $i$  at the 5-Minute Interval  $u$ , established according to the terms of Article 4.6.2.2.

#### 4.6.2.9.1.1.2 After 1 January 2020

For each BE  $i$  and for each 5-Minute Interval  $t$  of the Control Period of the BE, as set out in Article 4.5.1.1, the BE is considered to be in failure on load reductions checks of the Balancing Mechanism if one of the following criteria is verified:

- $\sum_{u \in PDH(t)} VAe_{EDA i}(u) > 0$  et  $\sum_{u \in PDH(t)} \min(VAe_{EDA i}(u); \frac{VAe_{EDA i}(u) + VAe_{EDA i}(u-1)}{2}) - \sum_{u \in PDH(t)} VR_{EDA i}(u) > \min(20\% \times \sum_{u \in PDH(t)} VAe_{EDA i}(u); 50 \text{ MWh})$ ; or
- $\sum_{u \in PDH(t)} VAe_{EDA i}(u) < 0$  et  $\sum_{u \in PDH(t)} \max(VAe_{EDA i}(u); \frac{VAe_{EDA i}(u) + VAe_{EDA i}(u-1)}{2}) - \sum_{u \in PDH(t)} VR_{EDA i}(u) < \max(20\% \times \sum_{u \in PDH(t)} VAe_{EDA i}(u); -50 \text{ MWh})$ .

with:

$$VR_{EDA i}(u) = VR_{H,EDA i}(u) - VR_{B,EDA i}(u)$$

$$VAe_{EDA i}(u) = VAe_{H,EDA i}(u) - VAe_{B,EDA i}(u)$$

where:

- $PDH(t)$  Is the Half-Hourly Interval containing the 5-Minute Interval  $t$ ;
- $VR_{H,EDA i}(u)$  is the Upward Volume Achieved of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.5;

- $VR_{B,EDA i}(u)$  is the Volume Achieved of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.5;
- $VAe_{H,EDA i}(u)$  is the Upward Actual Expected Volume of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.6.2.2;
- $VAe_{B,EDA i}(u)$  is the Downward Actual Expected Volume of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.6.2.2.

#### 4.6.2.9.1.2 Failure criterion of BEs after Date U

The terms of this Article apply from Date U. The date U will be notified by RTE with a notice period of three (3) months.

For each BE  $i$  and for each 5-minute Interval  $t$  of the BE's Control Period defined in Article 4.5.1.1, if:

- $VAe_{EDA i}(u) \neq 0$ ; or
- $VAt_{EDA i}(u) \neq 0$ .

Then, the BE is considered to be in failure on load reductions checks of the Balancing Mechanism if one of the following criteria is verified:

$$\sum_{u \in PDH(t)} VR_{EDA i}(u) < \sum_{u \in PDH(t)} \min(VAe_{EDA i}(u); \frac{VAe_{EDA i}(u) + VAe_{EDA i}(u-1)}{2}) - \max(10\% \times \sum_{u \in PDH(t)} |VAe_{EDA i}(u)|; 0,5 \text{ MWh}); \text{ or}$$

$$\sum_{u \in PDH(t)} VR_{EDA i}(u) > \sum_{u \in PDH(t)} \max(VAe_{EDA i}(u); \frac{VAe_{EDA i}(u) + VAe_{EDA i}(u-1)}{2}) + \max(10\% \times \sum_{u \in PDH(t)} |VAe_{EDA i}(u)|; 0,5 \text{ MWh})$$

with:

$$VR_{EDA i}(u) = VR_{H,EDA i}(u) - VR_{B,EDA i}(u)$$

$$VAe_{EDA i}(u) = VAe_{H,EDA i}(u) - VAe_{B,EDA i}(u)$$

where:

- $PDH(t)$  is the Half-Hourly Interval containing the 5-Minute Interval  $t$ ;
- $VR_{H,EDA i}(u)$  is the Upward Volume Achieved of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.5;
- $VR_{B,EDA i}(u)$  is the Volume Achieved of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.5;
- $VAe_{H,EDA i}(u)$  is the Upward Actual Expected Volume of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.6.2.2;
- $VAe_{B,EDA i}(u)$  is the Downward Actual Expected Volume of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.6.2.2.

#### 4.6.2.9.2 Calculation of the defaulting Volume of BEs

The defaulting Volume  $VDef_{EDA i}(t)$  is then defined as follows:

$$VDef_{EDA i}(t) = \left| \sum_{u \in PDH(t)} \frac{VR_{EDA i}(u) - VAe_{EDA i}(u)}{6} \right|$$

with:

$$VR_{EDA i}(u) = VR_{H,EDA i}(u) - VR_{B,EDA i}(u)$$

$$VAe_{EDA i}(u) = VAe_{H,EDA i}(u) - VAe_{B,EDA i}(u)$$

where:

- $PDH(t)$  is the Half-Hourly Interval the 5-Minute Interval  $t$  belongs to;
- $VR_{H,EDA i}(u)$  is the Upward Volume Achieved of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.5;
- $VR_{B,EDA i}(t)$  is the Volume Achieved of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.5;
- $VAe_{H,EDA i}(t)$  is the Upward Actual Expected Volume of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.6.2.2;
- $VAe_{B,EDA i}(t)$  is the Downward Actual Expected Volume of the BE  $i$  at the 5-minute Interval  $u$ , established according to the terms of Article 4.6.2.2.

For each 5-Minute Interval, the defaulting Volume is expressed in MWh and rounded to 3 decimal places.

#### 4.6.2.9.3 Calculation of penalties

For each BE  $i$  and for each 5-Minute Interval  $t$  for which the Failure criterion described in 4.6.2.9.1 is verified, RTE calculates a Penalty as follows:

$$35\% \times VDef_{EDA i}(t) \times |PMP_{J+3}(t)|$$

where:

- $VDef_{EDA i}(t)$  is the defaulting Volume of the BE  $i$  at the 5-minute Interval  $t$ , established according to the terms of Article 4.6.2.9.2;
- $PMP_{J+3}(t)$  is:
  - the Upward Volume Weighted Average Price as defined in Article 4.10.1.4 if there is an Upward Trend in the power system over the 5-minute interval  $t$ , calculated on D+3;
  - the Downward Volume Weighted Average Price as defined in Article 4.10.1.4 if there is a Downward Trend in the power system over the 5-minute interval  $t$ , calculated on D+3;

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

The set of rules for invoicing of Penalties are detailed in Article 4.6.2.11.

In the case of a defaulting implementation for which the Balancing Service Provider has indicated to RTE that it cannot implement the Order on at least one Half-Hourly Interval:

- if the information was brought to the knowledge of RTE before the Activation Time, the penalty is not applied;
- if the information was brought to the knowledge of RTE after the Activation Time, the defaulting volume Vd chosen for the calculation of the penalty is calculated over the period between the Activation Time and the time the Balancing Service Provider was in contact with RTE.

#### *4.6.2.9.4 Exclusion of a BE and termination of the Participation Agreement*

In the event of repeated Balancing Order deviations for a BE and/or if these are not Notified to RTE or are Notified late by the Balancing Service Provider, RTE gives the Balancing Service Provider formal notice to fulfil its obligations within a period of one Month.

If the deviations continue, RTE may exclude this BE from the Balancing Mechanism under the conditions listed below.

RTE Notifies the Balancing Service Provider of the exclusion of a BE by registered letter with acknowledgement of receipt. It takes effect immediately on the date of receipt. At the end of a 60-day period from the date of the Notification, the Balancing Service Provider may request that RTE reintegrate the BE in application of Article 4.2.1.

RTE informs the DSO(s) concerned of the exclusion of the BE from the Balancing Mechanism when the BE contains Sites connected to their network(s).

#### *4.6.2.10 Balancing Service Provider Information*

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

- the Market Volume;
- the remuneration price;
- the amount of Remuneration;
- for Specific Bids concerning thermal generation assets, where relevant, the start-up time and the associated remuneration.

No later than 15 Minutes after the end of each imbalance settlement interval, RTE provides the following for the Balancing Service Provider, for each BE of its Balancing Perimeter and each 5-Minute Interval of the imbalance settlement interval:

- the Upward Theoretical Expected Volume and the Downward Theoretical Expected Volume;
- the Upward Actual Expected Volume and the Downward Actual Expected Volume;
- if the BE is made up of Scheduling Entities, for each of the Scheduling Entities of the BE:
  - the Forecast Dispatch Schedule established by RTE,
  - the Final Dispatch Schedule established by RTE,
  - where relevant, the Final Dispatch Schedule submitted by the Receiver of Order and the assessment of the compliance of this schedule;

- if relevant:
  - the Final Dispatch Schedule established by RTE on the scale of all of the BE Sites which do not make up a Scheduling Entity,
  - where relevant, the Final Dispatch Schedule submitted by the Receiver of Order for the BE concerned and the assessment of the compliance of this schedule;

At the latest at the end of the month M+1 and subject to availability of the information required for calculating metered volumes, RTE provides the following for the Balancing Service Provider, for each BE of its Balancing Perimeter and each 5-Minute Interval of the imbalance settlement interval:

- the Upward Volume Achieved and the Downward Volume Achieved;
- the positive Balancing Energy Imbalance and the negative Balancing Energy Imbalance;
- the positive Balancing Energy Imbalance Settlement Price and the negative Balancing Energy Imbalance Settlement Price;
- the settlement of Balancing Energy Imbalances;
- if relevant, the defaulting Volume;
- if relevant, the amount of the Penalties.

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

For each Month M, the data transmitted by RTE in accordance with this Article may be disputed by the Balancing Service Provider by Notification up until the Tuesday between the 11th and the 17th of Month M+1.

If RTE acknowledges the dispute is founded, this results in the Settlement of Orders.

#### *4.6.2.11 Invoicing*

##### *4.6.2.11.1 Provision of the data for settlement of energy balancing for monthly billing*

The Monday following the third Saturday of the Month M+1, RTE provides the Balancing Service Provider with the data for settlement of energy balancing of the Month M on which the monthly invoice will be based. The technical arrangements for the provision of these data are described in the IS Terms and Conditions.

If RTE and the Balancing Service Provider agree on the handling of a dispute before the date of provision of the data and that Settlement of Orders must consequently be carried out, this Settlement of Orders is taken into account in the settlement data made available to the Balancing Service Provider.

If RTE and the Balancing Service Provider agree on the handling of a dispute after the date the data was made available and if Settlement of Orders must be carried out, RTE provides the Balancing Service Provider with the new settlement data integrating these Settlements of Orders. These files are then used as the basis for a new invoice.

##### *4.6.2.11.2 Issuance of invoices*

###### *4.6.2.11.2.1 Billing address*

RTE and/or the Balancing Service Provider send(s) invoices and/or credit invoices to the invoice address specified by the other Party in the Participation Agreement. At any time, each Party is entitled to Notify the other Party of a change to its invoice address.

#### *4.6.2.11.2.2 Invoices issued by RTE*

On the basis of the settlement data for Downward Bids, supplied to the Balancing Service Provider in accordance with the provisions of Article 4.6.1.3.3, RTE adds together the following elements:

- remuneration of Downward Activated Bids in the Month M;
- settlement for negative Balancing Energy Imbalances.

If the result is a positive figure, RTE sends the Balancing Service Provider a corresponding invoice, no later than the last Day of Month M+1.

RTE establishes a monthly invoice for any Penalties in application of Article 4.6.2.9.3. The invoice for month M is sent to the Balancing Service Provider by the last day of Month M+2 at the latest.

#### *4.6.2.11.2.3 Invoices issued by the Balancing Service Provider*

Based on the settlement data made available to the Balancing Service Provider in accordance with the provisions of Article 4.6.2.11.1, the Balancing Service Provider adds up the following elements:

- remuneration of Upward Activated Bids in the Month M;
- settlement of positive Balancing Energy Imbalances.

The Balancing Service Provider sends RTE an invoice corresponding to the above amount no later than the last Day of the Month M+1.

Based on the settlement data made available to the Balancing Service Provider in accordance with the provisions of Article 4.6.2.11.1, the Balancing Service Provider adds up the following elements:

- remuneration of Downward Activated Bids in the Month M;
- settlement for negative Balancing Energy Imbalances.

If the result is negative, the Balancing Service Provider sends RTE the corresponding invoice, at the latest on the last Day of Month M+1.

RTE will not take into account the invoices issued prior to the provision of the data referred to in Article 4.6.2.11.1. Only these data will be taken into account to prepare the invoices and RTE will not settle any invoice which does not comply.

#### *4.6.2.11.3 Disputed invoices*

Any dispute of an invoice must be Notified within a period of thirty Days beginning at the date on which the invoice is received. Once this period has expired, the challenge is inadmissible.

Notification of a dispute does not suspend the obligation to settle amounts invoiced.

RTE undertakes to process the challenge as quickly as possible and within a maximum period of two months following receipt of the challenge.

#### *4.6.2.12 Payment conditions*

##### *4.6.2.12.1 Conditions and deadlines for payment of invoices*

###### *4.6.2.12.1.1 Payment by RTE*

RTE pays the Balancing Service Provider's invoices within 30 Days from their date of issue or on the Business Day following the 30<sup>th</sup> Day when this day is not a Business Day. All invoices are paid by bank transfer using the bank account details of the Balancing Service Provider given in the Participation Agreement.

RTE is responsible for any fees charged by its bank. Furthermore, RTE is required to attach the references of the invoice issued by the Participant to each payment.

###### *4.6.2.12.1.2 Payment by the Balancing Service Provider*

The Balancing Service Provider pays RTE's invoices within 30 Days from their date of issue or on the Business Day following the 30<sup>th</sup> Day when this day is not a Business Day. All invoices are paid according to one of the following methods given in the Participation Agreement:

- by bank transfer made to the bank account of RTE specified in the Participation Agreement. Any fees charged by the Balancing Service Provider's bank are borne by the Balancing Service Provider. In addition, the Balancing Service Provider is required to attach the references of the invoice issued by RTE to each payment;
- by direct debit. In this case, it provides RTE with a direct debit authorisation form in accordance with the model attached in Annexe 4.

In the event of payment by bank transfer, the Participant checks with its bank to ensure that a transfer order for settlement of a given invoice specifies the relevant invoice number. In the event of a SWIFT transfer, the Participant asks its bank to indicate this number in the "Payment conditions" field. Failure to include this information means that RTE will have to identify transfers arriving into its account manually.

No discount will be granted for early payment.

###### *4.6.2.12.2 Lateness penalties*

In the event of failure to pay the sums owed by each of the Parties in full and within the deadlines stipulated in Article 4.6.1.5.1, the sums owed are subject to, and without prior formal notice, penalties calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points. These penalties are calculated on the total amount of the debt (amount of the invoice including VAT). They are calculated from the due date up to the date of actual payment of the invoice.

In accordance with article L. 441-6 of the French Code of Commerce, a lump sum for recovery costs is added to these penalties, amounting to forty (40) Euros excluding taxes in accordance with article D.441-5 of the French Code of Commerce.

In addition, in accordance with aforementioned article L. 441-6, additional compensation may be requested by RTE when the recovery costs are higher than the amount of this lump sum payment.



#### *4.6.2.12.3 Non-execution exception*

In the event of failure by a Party to pay amounts due to the other Party under the terms of its Participation Agreement, the other Party may suspend payment of amounts that it owes to its co-contractor, up to a limit of the sums that it owes to it.

### **4.7 Payment due from the Balancing Service Provider that sells electricity Load Reductions on the Balancing Mechanism**

Pursuant to Articles L.271-3 and R.271-8 of the French Energy Code, the sale of Demand Response on the Electricity Consumption Balancing Mechanism gives rise to a payment by the Balancing Service Provider to the Electricity Suppliers of the Consumption Sites for which load reduction has been performed.

All Balancing Service Providers for whom a Balancing Bid is Activated Upwards on a Profiled or Remotely-Read Consumption BE are liable for payment according to the terms of this Article.

#### **4.7.1 Models establishing the conditions for the payment due from the Balancing Service Provider**

##### *4.7.1.1 Corrected Model*

The Corrected Model applies to the Remotely-Read Consumption Sites connected to the PTS as well as Consumption Sites that are CARD contract holders, strictly with subscribed power of more than 36 kVA and belonging to a Remotely-Read Consumption BE.

##### *4.7.1.1.1 Procedures for sending the Volume Achieved for PDS Consumption Sites on the Corrected Model*

RTE sends, at the latest at 23:59 on the Tuesday of week W+2, to the relevant DSO and for each Remotely-Read Consumption Site on the Corrected Model connected to the PDS, the Half-Hourly Interval Time Series of the volume of energy allocated to the aforementioned Site in the course of month M. That volume of allocated energy is calculated in accordance with Article 4.7.2.1.1.

##### *4.7.1.1.2 Transitional measures for implementation of the Corrected Model for PDS Consumption Sites*

##### *4.7.1.1.2.1 Procedures for sending the Volume Achieved for PDS Consumption Sites on the Corrected Model*

Until 3 January 2020 at the latest, the terms of this article substitute the terms of article 4.7.1.1.1.

At the latest, five (5) Working Days before the end of the month M+1, RTE sends, to the relevant DSO and for each Remotely-Read Consumption Site on the Corrected Model connected to the PDS, the Half-Hourly Interval Time Series of the volume of energy attributed to the aforementioned Site in the course of month M. That volume of attributed energy is calculated in accordance with Article 4.7.2.1.1.

##### *4.7.1.1.3 Procedures for sending Load Curves by the DSO*

The terms under which the DSO sends Load Curves are described in Article 4.5.2.1.2.1.

#### 4.7.1.2 Regulated or Contractual Model

Consumption Sites that do not meet the criteria listed in Articles 4.7.1.1 are, by default, with the Regulated Model.

For these same Consumption Sites, the Balancing Service Provider may opt for the Contractual Model. To do this, it Notifies RTE of Annexe 15, proving the existence of a contract between it and the Supplier in question.

In a Profiled Consumption BE, for each group of Consumption Sites that have the same Supplier, the Balancing Service Provider may opt for:

- either the Contractual Model in accordance with the Suppliers of the Sites concerned;
- or the Regulated Model.

Annexe 15 contains:

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

If the contract between the Balancing Service Provider and the Supplier is cancelled, under the terms of Article 4 and Annexe 15, the Regulated Model is again applied to the Consumption Sites concerned.

The change of model establishing the conditions for the payment due from the Balancing Service Provider takes effect:

- on the 1<sup>st</sup> day of Month M+1, if the Notification of the change request is received by RTE less than ten (10) Working Days before the end of Month M; or
- on the 1<sup>st</sup> day of Month M+2, if the Notification of the change request is received by RTE less than ten (10) Working Days before the end of Month M.

#### 4.7.2 Distribution of the Volume Achieved on the scale of the BE between the Suppliers of load-reduced Consumption Sites

For the entirety of this Article, we note:

- $\{\text{Sites}_{\text{MRC}}\}_{RE=RE_i; F=F_f; B=B_b}$  all Remotely-Read Consumption Sites with the Regulated Model or Contractual Model of a Consumption BE attached to the BR  $i$ , with Supplier  $F_f$  and the Fixed Scale  $B_b$ ;
- $\text{Site}_{\text{MC}}(i)$  the Remotely-Read Consumption Site  $i$  with Corrected Model;
- $V_A(x)$  is the volume Achieved on the scale of the sub-set  $x$  of the BE. It is calculated by strictly deploying, at the above-mentioned sub-set  $x$ , the method for calculating the Volume Achieved described in Article 4.5.2.

##### 4.7.2.1 Calculation for a Remotely-Read Consumption BE

###### 4.7.2.1.1 Remotely-Read Consumption Sites on the Corrected Model

For each Half-Hourly Interval of an upward or downward balancing operation made by a Remotely-Read Consumption BE, the volume of energy attributed to each Remotely-Read Consumption Site on the Corrected Model is equal to:

$$\frac{V_A(\text{Site}_{MC}(s))}{\sum_j V_A(\{\text{Sites}_{MRC}\}_{BR=BR_j}) + \sum_k V_A(\text{Site}_{MC}(k))} \times V_A(BE)$$

#### 4.7.2.1.2 Remotely-Read Consumption Sites on the Regulated or Contractual Model

For each Half-Hourly Interval of an upward balancing operation carried out by a Remotely-Read Consumption BE, the volume of energy attributed to Supplier  $F_f$  and at Fixed Scale  $B_b$  for Consumption Sites in the Regulated or Contractual Model is equal to:

$$\sum_i \left[ \frac{V_A(\{\text{Sites}_{MRC}\}_{BR=BR_i; F=F_f; B=B_b})}{\sum_l \sum_m V_R(\{\text{Sites}_{MRC}\}_{BR=BR_l; F=F_l; B=B_m})} \times \frac{V_A(\{\text{Sites}_{MRC}\}_{BR=BR_i})}{\sum_j V_A(\{\text{Sites}_{MRC}\}_{BR=BR_j}) + \sum_k V_R(\text{Site}_{MC}(k))} \right] V_A(BE)$$

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

#### 4.7.2.2 Calculation for a Profiled Consumption BE

For each Half-Hourly Interval, the volume of energy attributed to Supplier  $F_f$  and at Fixed Scale  $B_b$  is equal to the product (i) of the Volume Achieved on the Half-Hourly Interval concerned and (ii) of the Distribution Key for Supplier  $F_f$  and Fixed Scale  $B_b$  defined in Article 4.2.4.6.2.2.

### 4.7.3 Payment from the Balancing Service Provider to the Suppliers of load-reduced Consumption Sites

#### 4.7.3.1 Provisions concerning Consumption Sites with the Regulated Model

##### 4.7.3.1.1 Tax and accounting treatment

The payment from the Balancing Service Provider to the Electricity Suppliers of load-reduced Consumption Sites is comparable to a remuneration in the eyes of private accounting rules relating to the billing of Value Added Tax.

A special Collection and Payment Fund account is opened by RTE in its entries. This account tracks and centralises financial flows between the Balancing Service Providers and the Electricity Suppliers concerning the payment made for upward balancing operations on Consumption Sites with the Regulated Model.

##### 4.7.3.1.2 Conditions for exchange of financial flows

The funds collected from Balancing Service Providers are paid to the Electricity Suppliers by RTE once they have been received from the Balancing Service Providers.

A system for monitoring the outstanding debts of the Balancing Service Providers and to ensure financial security has been put in place by RTE. The conditions for ensuring financial security are laid down in Article 4.6.2.3.1.5.

#### *4.7.3.1.3 Fixed Scales for the payment*

The provisions set out by the NEBEF Terms and Conditions concerning the values of the Fixed Scales, the technical characteristics of the Sites eligible at each Fixed Scale and the conditions for publishing this information defined in the Article "General provisions for the payment" of the NEBEF Terms and Conditions are applicable to these Terms and Conditions. Any change to the said provisions of the NEBEF Terms and Conditions are applicable to these Terms and Conditions as of the date they enter into force.

#### *4.7.3.1.4 Calculation of the amount of the payment due from the Balancing Service Provider to the Supplier of the load-reduced Consumption Sites*

For each Half-Hourly Interval and each BE on which an upward Balancing Bid is activated, the amount of the payment due by the Balancing Service Provider to the Supplier of the load-reduced Consumption Sites with the Regulated Model is equal to the sum, over all the Fixed Scales, of the product (i) of the volumes of energy allocated in Article 4.7.2 to the Sites with the aforementioned Supplier and the Fixed Scale  $B_b$  and (ii) of the Fixed Scale  $B_b$ .

#### *4.7.3.1.5 Financial security*

A financial securing mechanism, based on Bank Guarantees, is implemented within the context of these Terms and Conditions for the Balancing Service Providers whose Balance Perimeter contains Profiled or Remotely-Read Consumption BEs.

Any Balancing Service Provider whose Balance Perimeter contains Consumption Sites with the Regulated Model may submit to RTE a Bank Guarantee issued by a credit institution pursuant to Articles L.511-5 and L.511-6 of the French Monetary and Financial Code.

##### *4.7.3.1.5.1 Monitoring of the financial total of the sums due from the Balancing Service Provider to the Suppliers of the load-reduced Consumption Sites*

On each day D, RTE monitors the financial total of the sums due from the Balancing Service Provider to the Suppliers of the load-reduced Consumption Sites. This financial total takes into account:

- early payments made by the Balancing Service Provider to the Suppliers of load-reduced Consumption Sites;
- the sums due from the Balancing Service Provider to the Suppliers of load-reduced Consumption Sites, for the invoices issued by RTE to the Balancing Service Provider and not paid;
- an estimate of the amounts due from the Balancing Service Provider to the Suppliers of load-reduced Consumption Sites up to D-3 Working Days for Month M and Month M-1 if Day D precedes the Friday between the 14th and 20th of Month M, equal to:

$$\sum_{\substack{\text{HHI of} \\ \text{month } M}} \sum_{\substack{\text{BE} \\ \text{Site } i \text{ on the Regulated} \\ \text{Model } \in \text{EDA}}} \sum_{\substack{\text{Model } \in \text{EDA}}} V_{Adj}(BE, HHI) \times B_{\text{Site } i, HHI} \times \frac{C(i)}{\sum_{\text{Sites } j \in BE} C(j)}$$

where:

$V_{Adj}(BE, HHI)$	the energy volume corresponding to the Balancing Order for the BE for the Half-Hourly Interval HHI;
$B_{\text{Site } i, HHI}$	the Fixed Scale for Site i for Half-Hourly Interval HHI;
$C(i)$	the maximum upward power variation, declared by the Balancing Service Provider in accordance with Article 4.2.4.3, that Site i is able to achieve when balancing on a Half-Hourly Interval HHI;
HHI	Half-Hourly Interval.

#### 4.7.3.1.5.2 *Methods for financial securing for a Balancing Service Provider without a Bank Guarantee*

Without a Bank Guarantee, outstanding debt authorised is equal to zero (0).

##### 4.7.3.1.5.2.1 *Consequences of exceeding the authorised outstanding debt*

When the financial total calculated by RTE pursuant to Article 4.7.3.1.5.1 is more than zero (0), RTE may suspend the Balancing Service Provider's Participation Agreement in accordance with Article 2.16. RTE then issues formal notice to the Balancing Service Provider to make an early payment, covering its outstanding debt, to the Collection and Payment Fund within ten (10) Days and to obtain a Bank Guarantee within one (1) Month.

##### 4.7.3.1.5.2.2 *Failure of the Balancing Service Provider to pay the sums due*

If total or partial payment due from the Balancing Service Provider to the Suppliers of load-reduced Consumption Sites is not made, RTE may suspend the Balancing Service Provider's Participation Agreement under the conditions set out in Article 2.16.

RTE sends the Balancing Service Provider formal notice by way of a letter sent by registered post with acknowledgement of receipt, to pay the outstanding sums due within ten (10) Working Days of receipt.

If the Balancing Service Provider has not made the payments mentioned in the official notice when the afore-mentioned period expires, RTE may terminate the Balancing Service Provider's Participation Agreement.

#### 4.7.3.1.5.3 *Methods for financial securing for a Balancing Service Provider with a Bank Guarantee*

##### 4.7.3.1.5.3.1 *Characteristics of the Bank Guarantee*

The Bank Guarantee must comply with the provisions of these Terms and Conditions and with the Bank Guarantee template attached in Annexe 13.

The Bank Guarantee must be issued by a credit establishment that is known to be solvent, i.e. which meets the rating criteria set out below and is domiciled in a Member State of the European Union or in Switzerland or Norway.

This credit establishment must not be the Balancing Service Provider itself and must not control or be controlled by the Balancing Service Provider as defined in Article L. 233-3 of the French Commercial Code (*Code de Commerce*).

The Bank Guarantee must be issued by a credit establishment whose long term financial rating obtained from an international rating agency is at least [BBB+] “stable outlook” (Standard & Poor's or Fitch ratings) or [Baa1] (Moody's rating). If a credit establishment is rated by more than one rating agency, all of its ratings must satisfy the criterion above.

The Bank Guarantee is issued by a credit establishment for a period at least equal to one (1) year.

The Balancing Service Provider may submit a Bank Guarantee the amount of which complies with the amounts given in the table below.

The amount and duration of the Bank Guarantee may be modified by an Amendment to the Bank Guarantee in accordance with Annexe 13 Bis.

The amount of the Bank Guarantee submitted to RTE determines the amount of the outstanding debt authorised by the Balancing Service Provider, according to the information given in the table below.

Value of Bank Guarantee in Euros (€)	Authorised outstanding debt in euros (€)
10,000	10,000
50,000	50,000
100,000	100,000
200,000	200,000
300,000	300,000

#### *4.7.3.1.5.3.2 Renewal of the Bank Guarantee*

At the latest four (4) Months before the Bank Guarantee expires, RTE Notifies this expiration date to the Balancing Service Provider.

At the latest three (3) Months before the date on which a Bank Guarantee expires, the Balancing Service Provider may Notify RTE of a new Bank Guarantee or an Amendment to the Bank Guarantee which extends the duration, the value of which is in line with one of those given in Article 4.7.3.1.5.3.1.

The date of entry into force of the new Bank Guarantee or of the Amendment must match the date on which the previous Bank Guarantee expires.

If RTE does not receive a new Bank Guarantee within the afore-mentioned timeframe, the outstanding debt authorised for the Balancing Service Provider is equal to zero (0) as of the date the Bank Guarantee expires.

#### *4.7.3.1.5.3.3 Revision of the value of the Bank Guarantee*

*4.7.3.1.5.3.3.1 On the initiative of the Balancing Service Provider*

If the Bank Guarantee is not revised at RTE's request within twelve (12) Months preceding Month M, the Balancing Service Provider may at any time take the initiative to revise the amount of the Bank Guarantee. The Balancing Service Provider then Notifies RTE, via registered letter with acknowledgement of receipt, a new Bank Guarantee or an Amendment to the Bank Guarantee which changes the amount that will take effect at the earliest five (5) Working Days following receipt by RTE.

In the opposite case, meaning when the Balancing Service Provider's Bank Guarantee is revised at RTE's request, the Balancing Service Provider must wait twelve (12) Months from the date of revision, to request from RTE a decrease in the amount of its Bank Guarantee.

*4.7.3.1.5.3.3.2 On RTE's initiative*

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

- when the financial total calculated by RTE as per Article 4.7.3.1.5.1 is higher than the Bank Guarantee amount. In this case, RTE may suspend the Balancing Service Provider's Participation Agreement in accordance with Article 2.16. RTE then issues formal notice to the Balancing Service Provider to make an early payment to the Collection and Payment Fund within five (5) Days and to re-evaluate its Bank Guarantee within one (1) Month;
- if the Financial Guarantee has been called by RTE or if RTE has recorded, over a Sliding Year, two (2) Payment Incidents leading to Notifications of request to pay via registered letter with acknowledgement of receipt. In this case, RTE may issue formal notice to the Balancing Service Provider to Notify it, within one (1) Month, a new Bank Guarantee or an Amendment to the Bank Guarantee for an amount in line with the Bank Guarantees defined in Article 4.7.3.1.5.3.1 and covering the maximum between the Bank Guarantee called and the sum of the amounts due for the invoices issued by RTE for which a Payment Incident has been observed and for which payment has not been received at the afore-mentioned date of formal notice;
- if, during the performance of the Participation Agreement, the long term financial rating of the credit institution which issued the Bank Guarantee falls below [BBB+] “stable outlook” (Standard & Poor's or Fitch ratings) or [Baa1] (Moody's rating), RTE may give the Balancing Service Provider formal notice to provide another Bank Guarantee that satisfies the criteria defined above within a period of one (1) Month from receipt of the formal notice.

*4.7.3.1.5.3.4 Invocation of the Bank Guarantee*

In the event of failure to pay all or part of an invoice or make any payment required by RTE, RTE shall suspend the Balancing Service Provider's Participation Agreement in accordance with the conditions laid down in Article 2.16.

RTE sends the Balancing Service Provider formal notice by way of a letter sent by registered post with acknowledgement of receipt, to pay the outstanding sums due within ten (10) Working Days of receipt.

If the Balancing Service Provider has not made the payments mentioned in the formal notice when the afore-mentioned period expires, RTE may call the Balancing Service Provider's Bank Guarantee by means of the letter template attached in Annexe 14.

At the latest ten (10) Working Days following the Bank Guarantee call, the Balancing Service Provider Notifies to RTE a new Bank Guarantee in accordance with the provisions given in Article 4.7.3.1.5.3.3.

Failing that, RTE may terminate the Balancing Service Provider's Participation Agreement under the conditions laid down in Article 2.17.1.

#### *4.7.3.1.5.3.5 Return*

If the Balancing Service Provider's Participation Agreement is terminated, RTE returns the original of the Bank Guarantee to the Balancing Service Provider within fifteen (15) days following payment of the remaining amounts due from the Balancing Service Provider to RTE.

#### *4.7.3.1.6 Collection of payments from Balancing Service Providers*

Payments exclusive of taxes from Balancing Service Providers based on Balancing Orders for Consumption BEs are collected as follows:

- the Balancing Service Provider makes early payments to the Collection and Payment Fund, whose account details are given in the Participation Agreement:

before the Monday between the ninth and fifteenth day inclusive of month M+1 for payments for month M, and by bank transfer, according to the procedure described in the IS Terms and Conditions;

- at the latest on the twentieth (20) Day of Month M+1, RTE Notifies the Balancing Service Provider, for the Consumption Sites with the Regulated Model, the energy volumes attributed according to Fixed Scale, Half-Hourly Interval and BE;
- before the end of Month M+1, RTE bills the Balancing Service Provider for the amount corresponding to:

the payment calculated in Article 4.7.3.1.4,

deducting the pre-tax amounts already paid in terms of early payments to the account of the Collection and Payment Fund as mentioned above;

- the Balancing Service Provider pays the invoice within five (5) calendar dates following its issue;
- if RTE notices an overpayment in favour of a Balancing Service Provider, this amount is paid back in accordance with the conditions and timeframes laid down in Article 4.6.1.5.1.1;
- the funds collected in the Collection and Payment Fund are kept by RTE until they are paid to the Electricity Suppliers in accordance with Article 4.7.3.1.7.

In the event of a Payment Default, after giving notice to pay the amounts due to RTE, Notified to the Participant and with no reply within a period of 10 (ten) Business Days, RTE may terminate the Participation Agreement of the Balancing Service Provider under the conditions laid down in Article 2.17.1 of Section 1 of the Terms and Conditions.

#### *4.7.3.1.7 Payment to Electricity Suppliers of sums collected by RTE*

The sums effectively collected pursuant to Article 4.7.3.1.6 are paid to the Electricity Supplier whose Consumption Sites have been load-reduced by activation of an upward Balancing Bid on Remotely-Read or Profiled Consumption BEs. RTE sends the invoices by mail to the billing address given by the Electricity Supplier in Annexe 11 and pays the amounts due to the account specified in this Annex.



The payment of the sums collected for the balancing operations performed in month M is made based on the invoice issued by RTE, for the amounts due from the Balancing Service Provider to the Suppliers of load-reduced Consumption Sites, at the earliest as soon as invoices are paid by the Balancing Service Providers and at the latest on the twentieth (20) Business Day of Month M+2, in accordance with the conditions set out in Annexe 12.

*4.7.3.1.8 Payment to Electricity Suppliers of load-reduced Consumption Sites in the event of default by a Balancing Service Provider*

In the event of failure by the Balancing Service Provider to pay the sums due within the aforementioned timeframes, RTE is under no obligation to pay the sums due to the Electricity Suppliers within the timeframes provided for in Article 4.7.3.1.7.

In this configuration, the total amount of the sums not paid by the Balancing Service Provider for a Month M is shared between the Electricity Suppliers concerned, prorated for the volumes attributed for Month M for the Consumption Sites with the Regulated Model.

Any sums subsequently recovered by RTE, pursuant to the provisions of Articles 2.16, 2.17 and 4.7.3.1.5.3.4, are paid to the Electricity Suppliers, according to the same distribution as indicated above, as soon as they are available in the account of the Collection and Payment Fund.

However RTE will do its utmost to consider untimely payments from Balancing Service Providers in the invoice established by RTE and issued to it for payment of amounts due to the Suppliers concerned and at the latest on the twentieth (20) Business Day of Month M+2.

When the calling of the Bank Guarantee mentioned in Article 4.7.3.1.5.3.4 does not cover the entire missing payment, RTE communicates the identity of the defaulting Balancing Service Provider and the amounts due from it as per these Terms and Conditions to any of the Electricity Suppliers in question who so request.

*4.7.3.2 Specific provisions concerning Remotely-Read Consumption Sites on the Corrected Model*

For Remotely-Read Consumption Sites on the Corrected Model, the payment for Electricity Load Reduction performed from Remotely-Read Consumption BEs is made by the Remotely-Read Consumption Site in the name of and on behalf of the Balancing Service Provider.

The payment price corresponds to the energy portion of the price in the supply contract signed by the Consumption Site and its Electricity Supplier.

The financial flows between the Remotely-Read Consumption Site and the Balancing Service Provider lawfully indebted for this payment are governed by freedom of contract. Consequently, they are not described in these Terms and Conditions.

The consequences of the Consumption Site's failure to pay the Electricity Supplier are not described in these Terms and Conditions.

These specific provisions lead to the correction of the Load Curves of the Consumption Sites in question, in accordance with the process for determining the Adjusted Usage of the said Sites described in Section 2 of the MA-RE Terms and Conditions.

Furthermore, for Remotely-Read Consumption Sites on the Corrected Model connected to the PTS, for the application of Article R.271-8,1° of the French Energy Code, a mandate is agreed between the BE of the Site and RTE to ensure the sending of data relating to the annual volume of electricity consumption of the load-reduced Consumption Site to the Supplier(s) of the aforementioned Site (Article C.22 of section 2 of the MA-RE Terms and Conditions).

#### *4.7.3.3 Specific provisions concerning Consumption Sites on the Contractual Model*

RTE Notifies the Supplier in question of energy volumes attributed to the Consumption Sites on the Contractual Model and calculated in accordance with Article 4.7.2.

The Electricity Consumption Load Reductions achieved from Consumption Sites on the Contractual Model are paid at a price determined by the contract binding the Balancing Service Provider and the Supplier of the Sites.

The financial flows that exist between the Balancing Service Provider and the Supplier of the Site are subject to contractual freedom and are therefore not described in these Terms and Conditions. The consequences of the Balancing Service Provider's failure to pay the Electricity Supplier of the Sites concerned are not described in the Terms and Conditions.

### **4.8 Financial provisions relating to the Technical Approval procedure**

The financial provisions relating to the Technical Approval procedure are specified in Article 4.6 of the NEBEF Terms and Conditions.

### **4.9 Unavailability of the Information System supporting the Balancing Mechanism**

#### *4.9.1.1 Scheduled unavailability*

Certain maintenance operations may result in the Information System on which the Balancing Mechanism is based becoming temporarily unavailable. As far as possible, RTE will strive to organise these operations so as to cause minimal disruption to the Balancing Service Provider. RTE will give the Balancing Service Provider ten Days prior notice of any operations resulting in the removal of a Gate Closure.

#### *4.9.1.2 Unscheduled unavailability*

In the event of unscheduled unavailability of the Balancing Mechanism IS, RTE undertakes to:

- inform the Balancing Service Provider as quickly as possible; and
- send it details of the conditions applied during the period of unavailability; and
- inform it about any developments in the situation.

Where the technical conditions allow, RTE implements a backup mode for the initial Gate Closure on Day D-1. Bids are then sent to RTE by the Balancing Service Provider in accordance with the conditions described in the IS Terms and Conditions.

#### 4.9.1.3 Availability rate

For the Balancing Mechanism, RTE makes every effort to achieve an Availability Rate greater than or equal to 98%. This Availability Rate will be calculated on the basis of the availability of Gate Closures in both nominal mode and backup mode.

## 4.10 Transparency

### 4.10.1 Balancing Mechanism public indicators and information

#### 4.10.1.1 List of Public Indicators and information

The Balancing Mechanism indicators and information listed in the table below are public and can be accessed via RTE's Internet Site.

No.	Indicator or information	Initial publication	Final Publication
<b>Reserve margins</b>			
1	Required Margin, Available Margin and Operating Margin, upward and downward throughout the day, calculated on the basis of Specific Bids submitted (from date Z)	On D-1	On D-1
<b>Trend and imbalance in the system</b>			
2	Trend of the French power system (Upward, Downward) by Half-Hourly Interval	On D	M+12
3	Overall imbalance of the French power system by Half-Hourly Interval, established in accordance with Article 4.10.1.3	On D	M+12
4	Overall forecast imbalance of the French power system, in Half-Hourly Intervals	On D	On D
<b>Energy volumes</b>			
<b>Energy volumes per product</b>			
5	Volume of Activated Bids, per Half-Hourly Interval, for Bids with a MLT less than or equal to 15 minutes	On D	M+12
6	Volume of Activated Bids, per Half-Hourly Interval, for Bids with a MLT strictly greater than 15 minutes	On D	M+12
7	Secondary Frequency Control energy volume activated by Half-Hourly Interval	On D	M+12

No.	Indicator or information	Initial publication	Final Publication
8	Primary Frequency Control energy volume activated by Half-Hourly Interval	On D	M+12
9	Imbalance at borders per Half-Hourly Interval, calculated in accordance with Article 5.8	On D	M+12
10	Volume of energy, per Half-Hourly Interval, transferred to interconnections by implementing imbalance netting stated in Article 5.6 (IGCC)	On D	M+12
11	Balance of energy exchanges carried out, per Half-Hourly Interval, between TSOs under the balancing energy exchange agreements referred to in Article 4.3.1.2.3.1	On D	M+12
12	Volume of energy demand from RTE accepted by other TSOs, per Half-Hourly Interval, under the balancing energy exchange agreements referred to in Article 4.3.1.2.3.1	On D	M+12
13	Balance of energy exchanges carried out between TSOs, per Half-Hourly Interval, under the reserve-sharing agreements referred to in Article 4.3.1.2.3.1	On D	M+12
14	Volume of energy, per Half-Hourly Interval, resulting from the methodology for Coordinated Cross-Border Redispatching and Countertrading	On D	M+12
Volumes of energy by reason			
15	Volume of energy Activated Upwards (in MWh) for P=C reasons per Half-Hourly Interval	On D	M+12
16	Volume of energy Activated Downwards (in MWh) for P=C reasons per Half-Hourly Interval	On D	M+12
17	Volume of energy Activated Upwards (in MWh) for Congestion per Half-Hourly Interval	On D	M+12
18	Volume of energy Activated Downwards (in MWh) for Congestion per Half-Hourly Interval	On D	M+12
19	Volume of energy Activated Upwards (in MWh) for reconstitution of Frequency Ancillary Services per Half-Hourly Interval	On D	M+12
20	Volume of energy Activated Downwards (in MWh) for reconstitution of Frequency Ancillary Services per Half-Hourly Interval	On D	M+12

No.	Indicator or information	Initial publication	Final Publication
21	Volume of energy Activated Upwards (in MWh) for reconstitution of reserves per Half-Hourly Interval	On D	M+12
22	Volume of energy Activated Downwards (in MWh) for reconstitution of reserves per Half-Hourly Interval	On D	M+12
Energy volumes by type of bid and direction			
23	Volume of energy Activated Upwards (in MWh) for Bids Submitted by PTS or PDS Generation BEs, per Half-Hourly Interval	On D	At the end of M+1
24	Volume of energy Activated Downwards (in MWh) for Bids Submitted by PTS or PDS Generation BEs, per Half-Hourly Interval	On D	At the end of M+1
25	Volume of energy Activated Upwards (in MWh) for Bids Submitted by Remotely-Read and Profiled Consumption BEs, per Half-Hourly Interval	On D	At the end of M+1
26	Volume of energy Activated Downwards (in MWh) for Bids Submitted by Remotely-Read and Profiled Consumption BEs, per Half-Hourly Interval	On D	At the end of M+1
27	Volume of energy Activated Upwards (in MWh) for Bids Submitted by Exchange Point BEs, per Half-Hourly Interval	On D	At the end of M+1
28	Volume of energy Activated Downwards (in MWh) for Bids Submitted by Exchange Point BEs, per Half-Hourly Interval	On D	At the end of M+1
29	Volume of energy Activated Upwards (in MWh) for balancing energy exchanges between TSO type bids, per Half-Hourly Interval	On D	At the end of M+1
30	Volume of energy Activated Downwards (in MWh) for balancing energy exchanges between TSO type bids, per Half-Hourly Interval	On D	At the end of M+1
Energy volumes exchanged between TSOs			
31	Volume of downward bids submitted by RTE as bidding TSO, in accordance with the provisions of § 4.3.1.2.3.1 per bid submission interval	On D	At the end of M+1
32	Volume of upward bids submitted by RTE as bidding TSO, in accordance with the provisions of § 4.3.1.2.3.1 per bid submission interval	On D	At the end of M+1

No.	Indicator or information	Initial publication	Final Publication
33	Volume of upward bids submitted by RTE as bidding TSO, activated by a receiving TSO, in accordance with the provisions of § 4.3.1.2.3.1 per bid submission interval	On D	At the end of M+1
34	Volume of downward bids submitted by RTE as bidding TSO, activated by a receiving TSO, in accordance with the provisions of § 4.3.1.2.3.1 per bid submission interval	On D	At the end of M+1
<b>Price</b>			
Volume Weighted Average Price			
35	Upward Volume Weighted Average Price (in Euro/MWh) per Half-Hourly Interval	On D	M+12
36	Downward Volume Weighted Average Price (in Euro/MWh) per Half-Hourly Interval	On D	M+12
37	Volume Weighted Average Price of Specific Balancing Energy Bids Activated Upwards, per Half-Hourly Interval, for P=C reasons, from bids with a MLT less than or equal to 15 minutes	On D	M+12
38	Volume Weighted Average Price of Specific Balancing Energy Bids Activated Downwards, per Half-Hourly Interval, for P=C reasons, from bids with a MLT less than or equal to 15 minutes,	On D	M+12
39	Volume Weighted Average Price of Specific Balancing Energy Bids Activated Upwards, per Half-Hourly Interval, for P=C reasons, from bids with a MLT strictly greater than 15 minutes	On D	M+12
40	Volume Weighted Average Price of Specific Balancing Energy Bids Activated Downwards, per Half-Hourly Interval, for P=C reasons, from bids with a MLT strictly greater than 15 minutes,	On D	M+12
41	Volume Weighted Average Price of Specific Balancing Energy Bids Activated Upwards (in Euro/MWh), per Half-Hourly Interval, for the reconstitution of Frequency Ancillary Services	On D	M+12
42	Volume Weighted Average Price of Specific Balancing Energy Bids Activated Downwards (in Euro/MWh), per Half-Hourly Interval, for the reconstitution of Frequency Ancillary Services	On D	M+12

No.	Indicator or information	Initial publication	Final Publication
43	Volume Weighted Average Price of Specific Balancing Energy Bids Activated Upwards (in Euro/MWh), per Half-Hourly Interval, for reconstituting reserves	On D	M+12
44	Volume Weighted Average Price of Specific Balancing Energy Bids Activated Downwards (in Euro/MWh), per Half-Hourly Interval, for reconstituting reserves	On D	M+12
Extrema prices			
45	Highest price of balancing energies, listed in Article 4.10.1.4, activated upwards or imported (in Euro/MWh), per Half-Hourly Interval, for P=C Balance	On D	At the end of M+1
46	Lowest price of balancing energies, listed in Article 4.10.1.4, activated downwards or exported (in Euro/MWh), per Half-Hourly Interval, for P=C Balance	On D	At the end of M+1
47	Highest price of Balancing Energy Bids Activated Upwards (in Euro/MWh), per Half-Hourly Interval, for the reconstitution of Frequency Ancillary Services	On D	At the end of M+1
48	Lowest price of Balancing Energy Bids Activated Downwards (in Euro/MWh), per Half-Hourly Interval, for the reconstitution of Frequency Ancillary Services	On D	At the end of M+1
49	Highest price of Balancing Energy Bids Activated Downwards (in Euro/MWh), per Half-Hourly Interval, for reconstituting reserves	On D	At the end of M+1
50	Lowest price of Balancing Energy Bids Activated Downwards (in Euro/MWh), per Half-Hourly Interval, for reconstituting reserves	On D	At the end of M+1
Imbalance settlement price			
51	Negative Imbalance Price by Half-Hourly Interval	On D	A+2
52	Positive Imbalance Price by Half-Hourly Interval	On D	A+2
Prices of energy volumes exchanged between TSOs			
53	Minimum price of upward bids submitted by RTE as bidding TSO, in accordance with the provisions of § 4.3.1.2.3.1 per bid submission interval	On D	At the end of M+1

No.	Indicator or information	Initial publication	Final Publication
54	Minimum price of downward bids submitted by RTE as bidding TSO, in accordance with the provisions of § 4.3.1.2.3.1 per bid submission interval	On D	At the end of M+1
55	Maximum price of upward bids submitted by RTE as bidding TSO, in accordance with the provisions of § 4.3.1.2.3.1 per bid submission interval	On D	At the end of M+1
56	Maximum price of downward bids submitted by RTE as bidding TSO, in accordance with the provisions of § 4.3.1.2.3.1 per bid submission interval	On D	At the end of M+1
<b>MLT and DMin</b>			
57	Mobilisation Lead Time and Minimum Duration of Use, associated with the Bid which established the highest Price of the Balancing Energy Bids Activated Upwards for the balance of the power system per Half-Hourly Interval	On D	At the end of M+1
58	Mobilisation Lead Time and Minimum Duration of Use, associated with the Bid which established the lowest Price of the Balancing Energy Bids Activated Downwards for the balance of the power system per Half-Hourly Interval	On D	At the end of M+1
<b>Notification</b>			
59	Send notification of the information message for insufficient Bids	On D	On D
60	Notification of the switch to downgraded mode, via a message of potential need for activation of additional means, and the end of downgraded mode due to insufficient Bids	On D	On D
<b>Monthly balance</b>			
61	Monthly balance of the Balancing-Imbalances Account	M+2 (Publication in M+2 of validated data "M+1" of the month M)	M+12
<b>Availability of the IS</b>			
62	Scheduling Availability Rate and number of Backup Modes used in the Month M	M+1	M+1



No.	Indicator or information	Initial publication	Final Publication
63	Balancing Mechanism Availability Rate and number of Backup Modes used in the Month M	M+1	M+1
Lists available			
64	List of DSOs as completing BRPs and the list of profiling DSOs	In M	In M
65	List of Balancing Service Providers with a valid Participation Agreement for Month M	In M	In M
66	List of Scheduling Agents with a valid Participation Agreement for Month M	In M	In M

Indicators published on D for each Half-Hourly Interval, with the exception of those mentioned below, are available on RTE's website at the latest five minutes after the end of the Half-Hourly Interval concerned.

Indicators 11, 12, 13, 14, 31, 32, 33, 34, 53, 54, 55, 56, 59, 60 are published at the latest 60 minutes after the end of the Half-Hourly Interval concerned.

For each year, the ratio of Half-Hourly Intervals for which an indicator published on D is present on RTE's website within the timeframe determined previously with regard to the total number of Half-Hourly Intervals for the year, is higher than 98%.

Furthermore, the value of the "k" factor for correcting Upward and Downward VWAPs is displayed on the same Internet site.

From a date P, the indicators and information relating to the Balancing Mechanism listed in the table below will be public and accessible on the RTE website.

No.	Indicator or information	Publication
1	Energy volume requested by RTE from the European platform for the exchange of balancing energy is met from replacement reserves, per imbalance settlement interval	On D
2	Extremum price associated with the energy volume requested by RTE from the European platform for the exchange of balancing energy from replacement reserves (where relevant), per imbalance settlement interval	On D
3	Total volume of Activated Standard Bids requested by RTE from the European platform for the exchange of balancing energy from replacement reserves, per imbalance settlement interval	
4	Prices of the common merit order list for France's price area	

No.	Indicator or information	Publication
5	<p>Information on balancing energy Bids, anonymised if necessary, per imbalance settlement interval, including:</p> <ul style="list-style-type: none"> <li>- Type of product (standard/specific)</li> <li>- Reserve Type</li> <li>- Validity Period</li> <li>- Upward/Downward</li> <li>- Volume bid</li> <li>- Price bid</li> <li>- Information indicating if an bid has been declared unavailable</li> </ul>	On D

The indicators published on D per Half-Hourly Interval, are available on the RTE website 30 (thirty) minutes at most after the end of the Half-Hourly Interval concerned.

#### 4.10.1.2 Calculation of reserves

Before a date Z, Notified by RTE to the Balancing Service Providers one (1) Month in advance, reserve margins are calculated on D-1 for peak times corresponding to consumption peaks expected for the day D (morning peak and/or evening peak), where these peaks exist.

The forecast reserve is the Available Margin on D-1, based on the SEs' first Final Dispatch Schedules. It is made up of the power of Balancing Bids Acknowledged at the initial Gate Closure on D-1, minus the power of Bids identified for guaranteeing the  $P = C$  balance estimated on D-1 and of Bids Called on D-1 for reconstituting reserves or processing Congestion, to which is added the Automatic Frequency Restoration Reserve half-band.

Furthermore, in order to be taken into account in calculations for the forecast reserve, a Balancing Bid must be usable for the duration of the peak.

After a date Z, Notified by RTE to the Balancing Service Providers one (1) Month in advance, the calculation of the Required and Operational Margins is started on D-1 over the whole day D, then updated every hour.

#### 4.10.1.3 Trend of the French electricity system

The overall imbalance of the French electricity system is determined by evaluating the sum of the following energies, for each Half-Hourly Interval:

- Volume Achieved on the Balancing Bids Activated in France by RTE (upward activations recorded negatively; downward activations recorded positively);
- Volume of Balancing Bids Activated abroad by RTE via Exchange Point BE as stipulated in Article 4.3.1.2.3.1 (upward/import activations recorded negatively; downward/export activations recorded positively);

- Volume of energy requests made by RTE and accepted by the other TSOs as part of balancing energy exchange agreements excluding lists of shared economic precedence, mentioned in Article 4.3.1.2.3.1, or emergency reserve-sharing agreements, mentioned in Article 4.4.8.3.3 (upward/import energy requests recorded negatively; downward/import energy requests recorded positively);
- Volume of energy requests made by the other TSOs and accepted by RTE as part of balancing energy exchange agreements excluding lists of shared economic precedence, mentioned in Article 4.3.1.2.3.1, or emergency reserve-sharing agreements, mentioned in Article 4.4.8.3.3 (upward activation requests recorded positively; downward energy requests recorded negatively);
- Volume of energy requests made by RTE according to a list of shared economic precedence, mentioned in Article 5.5, and recorded in this list (upward energy requests recorded negatively; downward balancing requests recorded positively);
- Volume of energy to be activated by RTE following activation requests issued according to the list of shared economic precedence, mentioned in Article 5.5 (upward activation requests recorded positively; downward activation requests recorded negatively);
- Volume of Frequency Containment Reserve energy established according to Ancillary Services Terms and Conditions (supplied restoration energy recorded negatively; saved restoration energy recorded positively);
- Volume of Automatic Frequency Restoration Reserve energy established according to Ancillary Services Terms and Conditions (supplied restoration energy recorded negatively; saved restoration energy recorded positively);
- Volume of energy transferred at Interconnections by implementing the remainder of imbalances mentioned in Article 5.6 (imports are recorded negatively and exports are recorded positively);
- Imbalance at Borders established in accordance with Article 5.8 (difference between Metering Data measured at Interconnections (exports recorded positively and imports recorded negatively) and Scheduled exchanges at Interconnections (exports recorded positively and imports recorded negatively));
- Coordinated cross-border Countertrading and Redispatching (upward/import activations recorded negatively and downward/export activations recorded positively).

Before the calculation of the Volume Achieved, the energy volume of Bids Activated in France is established using declarative data.

The Trend of the French electricity system is calculated by Half-Hourly Interval. It is upward if the overall imbalance of the French power system is negative or nil, and is downward in the opposite case.

In the event of load shedding or voluntary reduction of 5% of the voltage of public distribution systems, to ensure the national supply-demand balance in accordance with the provisions of the PTS Specifications, method for calculating the Trend identified in the previous paragraph do not apply and the trend is an upward one.

#### 4.10.1.4 Volume-Weighted Average Price (VWAP)

Upward (VWAP<sub>U</sub>) and Downward (VWAP<sub>D</sub>) Volume-Weighted Average Prices are calculated on each Half-Hourly Interval. Calculations of VWAP<sub>U</sub> and VWAP<sub>D</sub> take into account the energies mentioned below.

Type of balancing energy	Energies used to calculate the VWAP <sub>U</sub>	Energies used to calculate the VWAP <sub>D</sub>	Value acknowledged
Energy from Balancing Bids Activated in France for P=C reasons	Upward	Downward	By default, it is the Bid Price that is taken into account  For Bids Activated according to the list of shared economic precedence, as stipulated in Article 5.5, the price established by the list of economic precedence for the France pricing zone applies
Energy from Balancing Bids Activated in France for reasons other than P=C, including from tests conducted	Upward	Downward	By default: <ul style="list-style-type: none"> <li>- To calculate the VWAP<sub>U</sub>: min(Bid Price, MBP)</li> <li>- To calculate the VWAP<sub>D</sub>: max(Bid Price, MBP)</li> </ul> For Activated Bids from the common merit order list, as provided for in Article 5.5, the price defined by the common merit order list for France's price area shall apply
Energy from Balancing Bids Activated abroad by RTE through Exchange Point BE	Upward/Import	Downward/Export	By default, it is the Bid Price that is taken into account  For Bids Activated according to the list of shared economic precedence, as stipulated in Article 5.5, the price established by the merit order list for the France pricing zone applies.
Energy requests made by RTE and accepted by the other TSOs as part of balancing exchange agreements (Article 4.3.1.2.3.1) or emergency reserve-sharing agreements (Article 1.4.1.1.1)	Upward/Import	Downward/Export	Price of the energy agreed between TSOs

Energy requests made by RTE according to a list of shared economic precedence, as stipulated in Article 5.5 and satisfied by RTE	Upward	Downward	Price from the common merit order list for the France pricing zone
Energy to be activated by RTE following activation requests issued according to a list of shared economic precedence (Article 5.5)	Upward <sup>1</sup>	Downward <sup>1</sup>	Price from the list of economic precedence for the France pricing zone
Automatic Frequency Restoration Reserve energy	Upward	Downward	Price paid for the Automatic Frequency Restoration Reserve energy, defined in the Ancillary Services Terms and Conditions
Frequency Containment Reserve Energy	Upward	Downward	Price paid for the Frequency Containment Reserve energy, defined in the Ancillary Services Terms and Conditions
Energy transferred at interconnections by implementing the remainder of the imbalances between TSOs, as stipulated in Article 5.6 (IGCC)	Imports	Exports	Price paid for the Automatic Frequency Restoration Reserve energy, defined in the Ancillary Services Terms and Conditions
Imbalances at Borders	Imports	Exports	Price paid for the Frequency Containment Reserve energy, defined in the Ancillary Services Terms and Conditions

The  $VWAP_U$  and the  $VWAP_D$  are determined as follows:

$$VWAP_U = \frac{\sum_{i \in \text{Upward balancing energy}} \text{balancing energy } i * \text{value } i}{\sum_{i \in \text{Upward balancing energy}} \text{balancing energy } i}$$

$$VWAP_D = \frac{\sum_{i \in \text{Downward balancing energy}} \text{balancing energy } i * \text{value } i}{\sum_{i \in \text{Downward balancing energy}} \text{balancing energy } i}$$

The Immediate Implementation Orders referred to in Article 4.4.6 and the use of non-offered resources referred to in Article 4.4.8.3.5, where they correspond to power value increases, are treated as Upward Bids at the Price used for their valuation, depending on the Reason.

The Immediate Implementation Orders referred to in Article 4.4.6 and the use of non-offered resources referred to in Article 4.4.8.3.5, where they correspond to power value decreases, are treated as Downward Bids at the Price used for their valuation, depending on the Reason.

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<sup>1</sup> In calculations of the  $VWAP_U$  and the  $VWAP_D$ , the energy to be activated by RTE following activation requests issued according to a list of shared economic precedence is to be recorded as a negative.

If no Upward balancing energy has been Activated on a Half-Hourly Interval, the  $VWAP_U$  is not defined.

If no Downward balancing energy has been Activated on a Half-Hourly Interval, the  $VWAP_D$  is not defined.

#### *4.10.1.5 Marginal Balancing Price or MBP*

If the Trend of the French power system is not upward, the MBP is the highest price of balancing energies, listed in Article 4.10.1.4, recorded upward or imported (in Euros/MWh) for the P=C Balance on a Half-Hourly Interval.

If no upward balancing energy has been used for the purposes of P=C on a Half-Hourly Interval, the MBP is equal to the price of the first Upward Bid that would have been Called.

If the Trend of the French power system is downward, the MBP is the lowest price of balancing energies, listed in Article 4.10.1.4, recorded downward or exported (in Euros/MWh) for the P=C Balance on a Half-Hourly Interval.

If no downward balancing energy has been used for the purposes of P=C on a Half-Hourly Interval, the MBP is equal to the price of the first Downward Bid that would have been Called.

#### *4.10.1.6 Volatility and surveillance of prices*

The CAM regularly analyses price Time Series and defines thresholds. If these thresholds are exceeded, RTE becomes aware of this and informs the CURTE, so that a joint analysis may be carried out. At the end of this phase, the thresholds will be re-evaluated.

For each Half-Hourly Interval, thresholds are monitored as follows:

- for balancing energy Bids Activated for the Reason of the P=C Balance, the Upward Volume-Weighted Average Price (Downward respectively) will be checked against the upward (Downward respectively) threshold fixed;
- for Bids Activated for Congestion Reasons, the maximum price will be checked against the threshold fixed.

### **4.10.2 Information from Balance Responsible Parties regarding the Balancing Mechanism**

No later than at the end of D+3, RTE provides each BR, for each Day of Week W, with the following detailed data, at Half-Hourly Intervals:

- the energy volumes corresponding to the Balancing Bids Activated upwards, for all Balancing Service Providers, for all Remotely-Read<sub>LC</sub> Type Consumption Sites on Regulated and Contractual Models, connected to the PDS, making up Remotely-Read or Profiled Consumption BEs, and attached to its Balance Perimeter;
- the energy volumes corresponding to the Balancing Bids Activated downwards, for all Balancing Service Providers, for all Remotely-Read<sub>LC</sub> Type Consumption Sites on Regulated and Contractual Models, connected to the PDS, making up Remotely-Read or Profiled Consumption BEs, and attached to its Balance Perimeter;

- the energy volumes corresponding to the Balancing Bids Activated upwards, for all Balancing Service Providers, for all <sub>LC</sub> Type Estimated Consumption Sites making up Profiled Consumption BEs, attached to its Balance Perimeter;
- the energy volumes corresponding to the Balancing Bids Activated downwards, for all Balancing Service Providers, for all <sub>LC</sub> Type Estimated Consumption Sites making up Profiled Consumption BEs, attached to its Balance Perimeter;
- the energy volumes corresponding to Balancing Energy Bids Activated upwards, for each PTS Generation BE or PDS Generation BE consisting of Generation Sites connected to its Balance Perimeter;
- the energy volumes corresponding to Balancing Energy Bids Activated downwards, for each PTS Generation BE or PDS Generation BE consisting of Generation Sites connected to its Balance Perimeter;
- the energy volumes corresponding to the Balancing Bids Activated, for all Balancing Service Providers, for all elements making up its Balance Perimeter.

No later than at the end of Month M+1, RTE provides each BR, for each Day of Week W, with the following detailed data at Half-Hourly Intervals:

- the upward Volumes Attributed, for all Balancing Service Providers, for all Remotely-Read <sub>LC</sub> Type Consumption Sites on Regulated and Contractual Models, connected to the PDS, making up Remotely-Read or Profiled Consumption BEs, and attached to its Balance Perimeter;
- the downward Volumes Attributed, for all Balancing Service Providers, for all Remotely-Read <sub>LC</sub> Type Consumption Sites on Regulated and Contractual Models, connected to the PDS, making up Remotely-Read or Profiled Consumption BEs, and attached to its Balance Perimeter;
- the upward Volumes Attributed, for all Balancing Service Providers, for all <sub>LC</sub> Type Estimated Consumption Sites making up Profiled Consumption BEs, attached to its Balance Perimeter;
- the downward Volumes Attributed, for all Balancing Service Providers, for all <sub>LC</sub> Type Estimated Consumption Sites making up Profiled Consumption BEs, attached to its Balance Perimeter;
- the upward Volumes Attributed, for each PTS Generation BE or PDS Generation BE consisting of Generation Sites linked to its Balance Perimeter;
- the downward Volumes Attributed, for each PTS Generation BE or PDS Generation BE consisting of Generation Sites linked to its Balance Perimeter.
- the energy volumes corresponding to Activated Balancing Energy Bids, for all Balancing Service Providers, for all of the elements making up its Balance Perimeter.

where:

- <sub>LC</sub> Type: describes the type of Load Curve to which the energy extracted by a Consumption Site is allocated for calculating the Imbalance of its BR. There are two types of Load Curve:

**Estimated<sub>LC</sub> Type:** This method applies to Profiled Consumption Sites whose consumption Load Curve is estimated by Profiling within the context of Section 2 of the Terms and Conditions;

**Remotely-Read<sub>LC</sub> Type:** This method applies to Remotely-Read Consumption Sites and to Profiled Consumption Sites connected to a PNDS managed by a DSO applying simplified provisions for these Consumption Sites to reconstitute flows in accordance with annex D3 of section 2 of the Terms and Conditions.

Furthermore, in accordance with Article C.15.4 of Section 2 of the Terms and Conditions, RTE provides the BR with the Adjusted Consumption Load Curve for each Consumption Site connected to the PTS or which has a Detailed Data Service Contract.

#### **4.10.3 Provision of Information to Distribution System Operators**

In real time, RTE provides each DSO that so requests with a file containing the following information, for each Balancing Order sent to a BE that contains at least one Site connected to the system of the DSO in question:

- the BE's identification reference;
- Direction of the Bid Called;
- the Activation Time mentioned in the Order;
- the Deactivation Time mentioned in the Order.

At the latest, at the end of D+3, RTE provides each DSO that makes the request with a file containing, for each BE that includes at least one site connected to its system, the following information:

- the share of the BE's Balancing Capacity on the DSO's system;
- the BE's Activation Times for all activations on day D;
- the BE's Deactivation Times for all activations on day D;
- the Direction of Activated Bids;
- Mobilisation Leadtime of the Activated Bids (MLTs) relating to the Remotely-Read Consumption BEs;
- for implicit Bids, the BE's new set point;
- for explicit Bids, the balancing power requested.
- For Consumption BEs, the Volume Achieved calculation method used.

For each month M, RTE provides to any DSO submitting a request 7 Working Days before the end of M-1:

- The list of BEs likely to contain a Site connected to the PDS connected to their network;
- The Volume Achieved calculation methods requested by the Balancing Service Providers for Remotely-Read Consumption BEs likely to contain a Site connected to the PDS;
- The list of certified Remotely-Read Consumption Sites for the Sites connected to its network.



#### **4.10.4 Analysis of impact on the PDS of Balancing Bid Activations on BEs connected to the PDS**

To provide material for future debates within the CAM concerning the impact of activations of capacities connected to the PDS on the operation of the PDS, and to prepare if needed any future developments of the rules governing this issue, feedback has been established to report back to all parties on the impact on operation of the PDS of the activations of Balancing Bids performed on BEs comprising Sites connected to the PDS.

Each DSO wishing to contribute to this feedback must send RTE a document describing the analyses of impacts on the PDS caused by activations performed on BEs comprising Sites connected to the PDS. This document must be sent by 1 April 2016.

The DSOs and RTE agree to mutually share all methods and data needed for feedback.

## 5 RECOVERY OF BALANCING CHARGES

### 5.1 Imbalance Settlement Price

Imbalances give rise to financial compensation between RTE and the Balance Responsible Party.

The Positive Imbalance Settlement Price is applied when the Imbalance has a positive sign. In the opposite situation, the Negative Imbalance Settlement Price is applied.

The pre-tax Imbalance Settlement Price is calculated for each Half-Hourly Interval according to the value of the Imbalance, the direction of the Balancing Trend and the sign of the VWAP:

- If the VWAP is positive or zero:

	Upward trend of the French electricity system and positive or zero $VWAP_U$	Downward trend of the French electricity system and positive or zero $VWAP_D$
Positive Imbalances	$VWAP_U * (1-k)$ Note 1	$VWAP_D * (1-k)$
Negative Imbalances	$VWAP_U * (1+k)$	$VWAP_D * (1+k)$ Note 2

- If the VWAP is negative:

	Upward trend of the French power system and negative $VWAP_U$	Downward trend of the French power system and negative $VWAP_D$
Positive Imbalances	$VWAP_U * (1+k)$ Note 1	$VWAP_D * (1+k)$
Negative Imbalances	$VWAP_U * (1-k)$	$VWAP_D * (1-k)$ Note 2

- Note 1: The Positive Imbalance Settlement Price cannot be greater than the Negative Imbalance Settlement Price
- Note 2: The Negative Imbalance Settlement Price cannot be less than the Positive Imbalance Settlement Price

The Imbalance Settlement Price, the Trend of the French electricity system and the Volume-Weighted Average Prices are Public Indicators of the Balancing Mechanism, as indicated in Article 4.10.1.

The "k" factor is published on the RTE Internet Site. Any revision to the "k" factor is submitted by RTE to CRE for approval and is determined in such a way as to balance the "Balancing-Imbalance" account as well as possible, in particular based on the historic values observed over a period of at least 12 months preceding the date the factor is calculated. The "k" factor may not be revised more than twice per calendar year.

In the event of load shedding or Voluntary Reduction of 5% of the voltage of distribution systems, to ensure the national supply-demand balance in accordance with the provisions of the PDS Specifications, the Negative Imbalance Settlement Price must not be less than the following value:

$$NISP = \max(EPEX, \text{price of the 1st Upward Offer})$$

## 5.2 Prices proportional to Physical Extraction

The Balance Responsible Party pays RTE for its Physical Extraction on a monthly basis. The value of the price, coefficient “c” is published on the RTE website. The objective of the coefficient “c” is to cover the costs borne by RTE in accordance with the terms set out in article [L. 321-12](#) of the French Energy Code. Any revision of price proportional to Physical Extraction is submitted by RTE to the CRE for approval.

## 5.3 Costs and Extra Costs of balancing operations

### 5.3.1 Costs of balancing operations

The costs of Upward balancing operations correspond to the Upward balancing invoices sent to RTE by Balancing Service Providers, in accordance with Article 4.6.1.4.1.3.

The costs of Downward balancing operations correspond to the Downward balancing invoices sent to Balancing Service Providers by RTE, in accordance with Article 4.6.1.4.1.2.

### 5.3.2 Extra costs of balancing operations

For each Half-Hourly Interval, the extra cost of an Upward balancing operation is defined in the following way:

- it is zero if the specific Bid price is lower than the MBP;
- it is zero if the specific Bid Price is lower than or equal to the marginal price of the Platform as defined in 5.5;
- In the opposite case, it is equal to the cost of the same balancing volume valued at:
  - the "Bid Price - MBP" for specific balancing operations,
  - and at the “Bid Price – marginal price of the platform” as defined in 5.5 for standard balancing operations

For each Half-Hourly Interval, the extra cost of a Downward balancing operation is defined in the following way:

- it is zero if the specific Bid price is higher than the MBP;
- it is zero if the specific Bid Price is greater or equal to the marginal price of the Platform as defined in 5.5;
- in the opposite case, it is equal to the cost of the same balancing volume valued at:

- the "MBP - Bid Price" for specific balancing operations.
- and at the "marginal price of the platform – Bid Price" as defined in 5.5 for standard balancing operations.

## **5.4 Exchange agreements between RTE and other TSOs excluding lists of shared economic precedence**

### **5.4.1 Call on RTE by a neighbouring TSO**

Where RTE is called on by a neighbouring TSO under the terms of a balancing energy exchange agreement, in application of Article 4.3.1.2.3.1, or an emergency reserve exchange agreement, in application of Article 4.4.8.3.3, an Imbalance is created on the French power system. This Imbalance is attributed to a specific balance perimeter. RTE is financially responsible for Imbalances from this specific balance perimeter.

The corresponding exchange of energy gives rise to an invoice between RTE and the neighbouring DSO, at the price specified in the exchange agreement:

- sent by the neighbouring TSO to RTE for transfers of energy in the direction "neighbouring country → France";
- sent by RTE to the neighbouring TSO for transfers of energy in the direction "France → neighbouring country".

RTE draws up a balance sheet with the invoices of the specific balance perimeter Imbalances and the invoices for the exchange of energy according to the present Article, so that the final settlement is taken into account by the CRE for the calculation of the Transmission and Distribution grid access tariff evolutions.

### **5.4.2 Call on a neighbouring TSO by RTE**

RTE may call on a neighbouring TSO under the terms of a balancing energy exchange agreement, in application of Article 4.3.1.2.3.1, or an emergency reserve-sharing agreement, in application of Article 4.4.8.3.3.

The corresponding exchange of energy gives rise to an invoice, at the price specified in the exchange agreement.

In this case, if RTE's call is due to insufficient Bids for processing the overall P=C Balance, the invoice corresponding to the energy exchanged is sent:

- by the neighbouring TSO to RTE for a transfer of energy in the direction "neighbouring country → France";
- by RTE to the neighbouring TSO for a transfer of energy in the direction "France → neighbouring country".

## **5.5 Exchanges of balancing energy with other DSOs within the context of a list of shared**

### **economic precedence**

RTE may, if necessary, issue energy requests to meet its balancing requirement to a platform allowing a list of shared economic precedence to be established between several DSOs. Conversely, the aforementioned platform may ask RTE to activate balancing energy Bids. These requests for balancing energy are included in the "Balancing operations-Imbalances" management account as stipulated in Article 5.10.

The requests made by RTE to the afore-mentioned platform, and the requests made by the platform to RTE, give rise to the establishment of invoices between RTE and the other DSOs that share the platform. The energy imported or exported from or to France within this mechanism is valued at the price determined by the platform for the France pricing zone.

The energy exchanges implemented via the platform mentioned in this Article are not attributed to a specific balance perimeter.

### **5.6 Adjusting imbalances**

The DSOs may face residual imbalances in real time. For DSOs participating in the IGCC mechanism, these instant residual imbalances are offset between DSOs when they are in the opposite direction, limited to the Interconnection capacities available in real time. The imbalances are adjusted physically by an energy exchange between DSOs, Scheduled at interconnections.

The energy exchanges implemented give rise to the establishment of invoices between RTE and the participating DSOs.

The energy exchanges implemented once the imbalances have been adjusted are not attributed to a specific balance perimeter.

### **5.7 Compensating PTS losses**

The PTS losses are attributed to a specific balance perimeter for managing PTS losses. They are recorded as an extraction equal to the algebraic sum of the Metering Data limited to the property of the PTS.

Within the context of the Loss Purchase contracts, RTE makes purchases (and possibly sales) of energy to compensate for PTS losses. These transactions are attached to the specific balance perimeter for managing PTS losses.

The physical catch-ups established in accordance with Article 5.8.2 are also attached to the specific balance perimeter for managing PTS losses. An "import catch-up" Schedule is recorded as an injection, and an "export catch-up" Schedule as an extraction.

The imbalances on the France-England Interconnection between metering data measured at the Interconnections and the exchanges Scheduled at the Interconnections are also attributed to the specific balance perimeter for managing PTS losses.

RTE is financially responsible for the imbalance and physical extraction of this specific balance perimeter.

## 5.8 Managing Imbalances at Borders within synchronous areas

### 5.8.1 Principles

The Imbalance at Borders within a synchronous area is the difference between the Metering Data measured at the Interconnections and the exchanges Scheduled at the Interconnections. The Imbalance at Borders within a synchronous area concerns all interconnections of the French power system excluding the France-England interconnection (IFA, IFA 2) and New Exempt Interconnections (NEI):

- The Imbalance at Borders of the IFA and IFA 2 interconnections are specifically attributed to a balance perimeter for which RTE is financially responsible;
- The Imbalance at Borders is attributed to the balance perimeter designated by the NEI operator in accordance with Article C8 of Section 2;

The Imbalance at Borders within a synchronous area is subject to compensations between TSOs. For each border, two methods for implementing these compensations, exclusive of one another, are possible: physical catch-ups and financial compensations. On the synchronous borders, physical catch-ups are implemented. When financial compensations are implemented for synchronous borders, RTE Notifies the CAM and the CRE.

### 5.8.2 Physical catch-up

The Imbalance at Borders within a synchronous area give rise to energy exchanges between TSOs. This energy, resulting from physical catch-up, is attributed to the specific balance perimeter for compensating for PTS losses in accordance with Article 5.7, and is then subject to a financial flow between RTE and the "Balancing operations-Imbalances" account in accordance with Article 5.10. For the financial flow between RTE and the "Balancing operations-Imbalances" account, the physical catch-ups are valued at the Reference Spot Price of the Half-Hourly Intervals in question.

A physical catch-up is referred to as "import catch-up" when the catch-up Schedule leads to the French power system importing energy.

A physical catch-up is referred to as "export catch-up" when the catch-up Schedule leads to the French power system exporting energy.

### 5.8.3 Financial compensation

Imbalance at Borders within a synchronous area can also be compensated through financial compensation. This financial compensation gives rise directly to the establishment of an invoice between RTE and the TSOs concerned. These financial compensations are paid to the "Balancing operations-Imbalances" account in accordance with Article 5.10.

## 5.9 Handling rounding imbalances

Rounding imbalances correspond to the difference between the sum of the scheduled cross-border exchanges resulting from coupling and the balance of the sales and purchases selected by coupling.

These rounding imbalances are assigned to specific balance perimeters. RTE is financially responsible for the Imbalances of these specific balance perimeters.

The rounding imbalance results in an invoice between RTE and the NEMOs concerned, at the price of the daily electricity market in France established by each NEMO over the half-hourly Interval impacted.

## **5.10 The "Balancing operations-Imbalances" management account**

The "Balancing operations-Imbalances" account is a management account to which the income and expenditure mentioned below are allocated.

This management account should be financially balanced.

### **5.10.1 Charges to the Balancing -Imbalances account**

The following elements are allocated as charges to the "Balancing -Imbalances" management account:

- the costs of settling positive Imbalances of Balance Responsible Parties, valued in accordance with Article 5.1. This also concerns the specific balance perimeters for exchange agreements between TSOs, excluding lists of shared economic precedence (Article 5.4), for compensation of PTS losses (Article 5.7) and for handling rounding imbalances (Article 5.9);
- From the Temporal Reconciliation period beginning on 1 July 2020, costs related to the national financial residual (Article C.16.1.10 of Section 2);
- the costs borne by RTE in accordance with the terms set out in article L. 321-12 of the French Energy Code, the costs of all Upward adjustments (including the use of Complementary Bids, Exceptional Bids and non-offered resources, Immediate Implementation Orders and exchange agreements called upon by RTE giving rise to an import of energy for France and Bids to activate by RTE following activation requests issued by common merit order, after (i) deduction of additional costs from Upward balancing operations intended for handling Congestion, and the reconstitution of Frequency Ancillary Services and reserve margins, calculated in accordance with Article 5.3.2 and (ii) addition of the settlement of positive Balancing Energy Imbalances in accordance with Article 4.6.2.8;
- remuneration of Automatic Frequency Restoration Reserve energies, when they are positive, established in accordance with the Ancillary Services Terms and Conditions;
- remuneration of the Frequency Containment Reserve energies, when they are positive, established in accordance with the Ancillary Services Terms and Conditions;
- valuation of physical export catch-up Schedules, defined in Article 5.8.2, established in accordance with Article 5.8.2;
- the invoices issued by other TSOs to RTE for financial compensation of Imbalances at Borders within a synchronous area in accordance with Article 5.8.3;
- the invoices issued by other TSOs to RTE following adjustment of imbalances in accordance with Article 5.6;
- the invoices issued by the platform to RTE for balancing energy exchanges within the context of a list of shared economic precedence in accordance with Article 5.5 excluding invoices related to additional costs;

- the financial compensation attributed in accordance with Article 4.6.1.1.6.

### **5.10.2 Income to the Balancing operations-Imbalances account**

The following elements are allocated as income to the "Balancing operations-Imbalances" management account:

- income from settling negative Imbalances of Balance Responsible Parties, valued in accordance with Article 5.1. This also concerns the specific balance perimeters for exchange agreements between TSOs, excluding lists of shared economic precedence (Article 5.4) and for compensation of PTS losses (Article 5.7);
- From the Temporal Reconciliation period beginning on July 1, 2020, income related to the national financial residual (Article C.16.1.10 of Section 2);
- income from invoicing proportional to Physical Extraction, valued in accordance with Article 5.2;
- the income from all Downward adjustments (including the use of Complementary Bids, Exceptional Bids and non-offered resources, Immediate Execution Orders and exchange agreements called upon by RTE giving rise to an export of energy for France and Bids to activate by RTE following activation requests issued by common merit order, after (i) adding additional costs from Downward balancing operations intended for handling Congestion, and the reconstitution of Frequency Ancillary Services and reserve margins, calculated in accordance with Article 5.3.2 and (ii) addition of the settlement of negative Balancing Energy Imbalances in accordance with Article 4.6.2.8;
- remuneration of Automatic Frequency Restoration Reserve energies, when they are negative, established in accordance with the Ancillary Services Terms and Conditions;
- remuneration of the Frequency Containment Reserve energies, when they are negative, established in accordance with the Ancillary Services Terms and Conditions;
- valuation of physical import catch-up Schedules established in accordance with Article 5.8.2;
- the invoices issued by RTE to other TSOs for financial compensation of Imbalances at Borders within a synchronous area in accordance with Article 5.8.3;
- the invoices issued by RTE to other TSOs following adjustment of imbalances in accordance with Article 5.6;
- the invoices issued by RTE to the platform for balancing energy exchanges within the context of a list of shared economic precedence in accordance with Article 5.5, excluding invoices related to additional costs;
- the penalties applied in accordance with Article 4.6.

### **5.10.3 Processing of the "Balancing Operations-Imbalances" account settlement**

#### *5.10.3.1 Amendment of the value of "k" in advance and settlement of the*



*balance of the "Balancing-Imbalances" account*

In the event of a financial imbalance in the "Balancing operations-Imbalance" account, the Imbalance settlement parameters may be re-examined, notably the "k" factor referred to in Article 5.1. The balance of the "Balancing-Imbalance" account, established over a given period, is calculated:

- at least 12 Months after the end of this period, for periods prior to 1 January 2020;
- at least after the end of the temporal reconciliation of this period, for the periods from 1 January 2020;

For periods prior to 1 January 2020, the CRE fixes the final balance of the "Balancing-Imbalances" account to be achieved for this period.

For the following periods, the final balance of the "Balancing-Imbalances" account to achieve is fixed based on the CRE's deliberation on fixing the final balance to achieve for the periods from 1 January 2020.

This balance is calculated:

- exclusive of fees borne by RTE in accordance with the terms set out in article [L. 321-12](#) of the French Energy Code;
- exclusive of income from the invoicing of Physical Extraction.

This final settlement is obtained by calculating a new value for the "k" factor required to obtain this settlement, with this value leading to a new valuation of the Imbalances of Balance Responsible Parties over the period concerned.

Consequently, RTE retroactively recalculates the Imbalance invoices of Balance Responsible Parties relating to final positions, with the new value of the "k" factor.

The final positions correspond to:

- "M+12" positions:

for Balance Responsible Parties, with no PDS Perimeter

for Balance Responsible Parties, with PDS Perimeter, for invoices relating to periods of Temporal Reconciliation prior to 1 July 2020,

- the positions corrected by the energies assigned to Temporal Reconciliation for the Balance Responsible Parties, with PDS Perimeter, for invoices relating to periods of Temporal Reconciliation from 1 July 2020.
- 

For this recalculation of Imbalance invoices with the new value of the coefficient "k", the formula for the calculation of the price of the Imbalances applicable on the day of the Imbalance occurred is applied.

- This operation takes place no more than once per calendar year and gives rise to the payment to Balance Responsible Parties of the difference between the valuation of Imbalances at final positions with the old "k" factor and the valuation of Imbalances at final positions with the new "k" factor value.

For the periods in which the Balancing-Imbalances account was established prior to 1 January 2020, each year Y, at the latest in March of Year Y, RTE sends each Balance Responsible Party a forecast of the repayment of year Y-1 established on temporary data, and based on an assumption of cancellation of the balance of the "Balancing operations-Imbalances" account of year Y-1.

#### *5.10.3.2 Remuneration of monthly balances held prior to payment*

Remuneration is paid on monthly balances resulting from the "Balancing Operations-Imbalances" account, for their holding prior to the payment of the annual balance.

The basis for the remuneration of a Balance Responsible Party for the monthly balance of a given Month M is equal to the difference between the valuation of the Imbalance corresponding to its final position with the old "k" factor and the valuation of Imbalances at final positions with the new "k" factor value.

The remuneration is payable:

- to the Balance Responsible Party if the Imbalance invoice corresponding to its final Month position is higher than the recalculated Imbalance invoice;
- to RTE in the opposite case.

The rate of remuneration adopted for a Month M is the mean of the daily Euribor - 12 months rates as published on the Banque de France website for the month M+3 until

- February of year Y+2 included, for invoices relating to periods of Temporal Reconciliation prior to 1 January 2020,
- September of A+2 included for invoices relating to periods of Temporal Reconciliation from 1 January 2020.

The final remuneration of a Balance Responsible Party is obtained by adding the remuneration amounts pertaining to successive monthly balances. This remuneration is calculated at the same time the annual balance is paid to the Balance Responsible Parties.

## **6 MARKET ACTIVITIES IN A STATE OF ELECTRICITY EMERGENCY AND NETWORK RESTORATION**

### **6.1 European regulatory framework**

The rules for the suspension and restoration of market activities in emergency state and for the reconstruction of the electricity network described in this Article are part of the regulatory framework defined by Regulation 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration (E&R). The terms described in this Article shall take into account the principles, objectives and requirements described in Articles 35 to 39 of the Network Code on Electricity Emergency and Restoration.

### **6.2 Suspension of market activities**

RTE may temporarily suspend, totally or partially, one or more relevant market activities, in accordance with Article 35, paragraphs 1 and 2, of the Network Code on Electricity Emergency and Restoration:

- The Scheduling system described in Article 3 of Section 1 of the Terms and Conditions;
- The Balancing Mechanism described in Article 4 of Section 1 of the Terms and Conditions;
- the Balance Responsible Party system described in Section 2 of the Terms and Conditions.

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

- The Public Transmission System is in a blackout state, in accordance with Article 18 (4) of the SOGL Regulation;
- RTE has exhausted all options provided by the market while in an emergency state and where continuation of market activities would cause deterioration of one or more of the conditions defined in Article 18(3) of the SOGL Regulation; or
- the continuation of market activities would decrease significantly the effectiveness of the restoration process to the normal or alert state; or
- the tools and communication means necessary for the TSOs to facilitate market activities are not available;
- any situation which would make it impossible for RTE to maintain the P=C balance.

### **6.3 Restoration of market activities**

#### **6.3.1 Restoration procedure**

RTE, in coordination with the neighbouring TSOs and NEMOs concerned, shall initiate the procedure for the restoration of suspended market activities when the situation which led to the suspension is finished and no other situation referred to in Article 1.2.1, applies.

RTE informs the Parties referred to in Article 6.4 of when the calculation of imbalances is resumed according to the MA-RE Terms and Conditions, in accordance with Article 37 paragraph 1 of the network code on electricity emergency and restoration.

### 6.3.2 Report on the suspension and restoration of market activities

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

- prepares a report containing a detailed explanation of the reasons, implementation and impact of the suspension of market activities and a reference to compliance with the rules for the suspension and recovery of market activities;
- submits it to the competent regulatory authority in accordance with Article 37 of Directive 2009/72/EC of 13 July 2009 concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC (hereinafter referred to as "Directive 2009/72");
- makes it available to Balance Responsible Parties, balancing service providers, scheduling agents, rank 1 DSOs, NEMOs and TSOs concerned, pursuant to Article 38(2) of the Network Code on Electricity Emergency and Restoration.

### 6.4 Communication procedure

The communication procedure provides that RTE shall inform the following Parties:

- the CRE
- the Balance Responsible Parties
- the Scheduling Agents
- the Reserve Providers
- the Balancing Service Providers
- the Demand Response Aggregators
- the NEMOS
- Rank 1 GRDs

The communication procedure includes at least the following steps:

- the information from RTE of the suspension of market activities;
- the information from RTE that the transmission system is restored to the normal or alert state;
- the information from RTE giving the best estimate of the date and time of the restoration of market activities;
- the confirmation of the restoration of market activities.

All information and updates made by RTE are issued by email and published on the RTE Website. The contact information of the Parties to which this information is to be addressed shall be specified in the Participation Agreement or any other contact information Notified by one Party to the other Party. The contact information of the DSO concerned is specified in Annex 9.

### 6.5 Financial settlement in case of suspension of market activities

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

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

The rules on settlement in the event of suspension of market activities guarantee the following principles:

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

## 7 LOAD REDUCTION FORECASTS

*The provisions of this chapter shall become applicable at a later date to be notified by RTE with prior notice of one month.*

In order to establish demand forecasts, RTE requires knowledge of demand load reduction activated by Suppliers under binding contracts between them and their clients.

Responsibility for sending RTE forecasts for these load reduction operations lies with a "load reduction actor", who signs a "participation agreement for the rules with load reduction actor status".

Load reduction actors send RTE load reduction forecasts for day D, no later than 14:30 on D-1. This is done for information purposes.

These load reduction forecasts are established in the form of a half-hourly Time Series of forecast values for loads shed.

The Time Series is broken down into a regional mesh to be defined beforehand between RTE and the Load Reduction Actor.

The load reduction forecasts may be redeclared to RTE on an intraday basis in the event of major changes.

The load reduction forecasts declared by the suppliers on D-1 are published on the RTE Internet Site in aggregated format.

## **8 TRANSITIONAL PROVISIONS**

### **8.1 Explicit Specific Bids**

The option to transmit Explicit Specific Bids for PDS Generation BEs as set out in Article 4.3.1.2.3 will be removed on a date I, Notified by RTE to the Balancing Service Providers two (2) Months in advance. From this date, Balancing Service Providers will have to submit Implicit Specific Bids for the PDS Generation BEs.

### **8.2 Possibility of reducing participation in Frequency Containment Reserves and Automatic Frequency Restoration Reserves due to activation of a standard RR Bid**

#### **8.2.1 Applicability**

The conditions listed in this Article prevail over the provisions of other Articles of the Terms and Conditions. This Article details the conflicting provisions referred to in the last paragraph of Article 3.2.4.1.

The transitional provisions apply when RTE participates in the RR standard product bid sharing process.

#### **8.2.2 Eligibility**

Balancing Service Providers with BEs which meet the criteria mentioned below may approach RTE to benefit from the transient operation described in Article 8.2.3.

Transitional provisions apply to BEs:

- that participate or wish to participate in the RR Standard Product Bid platform;
- consisting of BEs with Generation Units:
  - o which participate in Frequency Containment Reserve or Automatic Frequency Restoration Reserve;
  - o for which there is no operating point allowing reduction of active power without reducing Symmetric or Asymmetric Participations in Frequency Containment Reserves and Automatic Frequency Restoration Reserves.
- for which the Balancing Service Provider is the same legal entity as the Reserve Provider of the SEs making up the BEs

#### **8.2.3 Transient operation**

Transitional provisions consist, for a Balancing Service Provider, of Submitting Standard RR Bids to RTE, relating to an eligible BE under Article 8.2.2, which, if they are Activated may lead to a decrease, within the limit of an acceptable deficit, in Symmetric or Asymmetric Participation in Frequency Containment Reserves and Automatic Frequency Restoration Reserves of the Final Dispatch Schedule of Scheduling Entities belonging to this BE in relation to the values entered by the Scheduling Agent in the Forecast Dispatch Schedule of Scheduling Entities belonging to this BE.

Two hours before the start of each of the Price Segments [06:00; 11:00[, [11:00; 2:00], [2:00; 5:00[, [5:00; 20:00[, [20:00; 0:00[, RTE transmits to the Balancing Service Provider the maximum acceptable deficit volume over each Price Segment, for the Frequency Containment Reserve on the one hand and the Automatic Frequency Restoration Reserves on the other, linked to the activation of the Standard mFRR product bids on the Delivery Times included in each Price Segment.

An update of the maximum acceptable deficit volume values over each Price Segment for the Frequency Containment Reserve on the one hand and the Automatic Frequency Restoration Reserves on the other may be transmitted by RTE to the Balancing Service Provider during the Price Segment.

If RTE does not transmit to the Balancing Service Provider any maximum acceptable deficit volume values over a Price Segment, the provisions of this Article shall not apply.

#### **8.2.4 Feedback**

RTE will provide feedback on the implementation of these transitional provisions to build the target process for the decline in Participations in Frequency Containment Reserves and Automatic Frequency Restoration Reserves linked to the Activation of a Standard RR Bid.

The continuation or termination of transitional provisions is done within the framework of the revision process of the Terms and Conditions following feedback or in the event that the transitional provisions of Article 8.2 are not complied with. If RTE abandons the experimentation, Balancing Providers which benefited from these provisions will not be entitled to claim any compensation.



## **ANNEXE 1 REQUEST FORM FOR FINALISATION OF ONE OR MORE PARTICIPATION AGREEMENTS FOR PARTICIPATING IN THE TERMS AND CONDITIONS RELATING TO SCHEDULING, THE BALANCING MECHANISM AND RECOVERY OF BALANCING CHARGES**

[Request to be sent to your RTE contact]

### **1. Description of the requesting party**

Company name: [company name]

Object of the company: [object of the company]

Registered offices: [registered offices]

N° of registration in the Trade and Business Register of [location]: [SIRET no.]

Name and function of representatives: [name and function of representatives]

EIC code (where relevant): [EIC no.]

### **2. Declaration by the requesting party**

The company [name of the company] hereby declares that it is not in a situation of judicial liquidation, judicial correction preventing it from pursuing its activity, judicial assignment or any similar situation resulting from a procedure of the same nature existing in national legislation or regulations applicable to it.

### **3. Status(es) requested**

[Check the chosen status(es)]

- ☐ Schedule Responsible Entity
- ☐ Balancing Service Provider

Documents <sup>2</sup> to attach:

- list of information required for implementation of a Participation Agreement with the status of Scheduling Agent duly completed;
- list of information required for implementation of a Participation Agreement with the status of Balancing Service Provider duly completed;
- delegation of authority and/or signature of the company's representatives;
- example of signature of the company's various representatives.

### **4. Requested date of effect for the Participation Agreement**

With the status of Scheduling Agent: [date]

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<sup>2</sup> The list of information required by RTE for the purposes of drawing up a Participation Agreement is available on RTE's website. Alternatively, RTE can send it upon request.

With the status of Balancing Service Provider: [date]

Executed on \_\_\_\_/\_\_\_\_/\_\_\_\_, in \_\_\_\_\_

Mr/Ms:

In his/her capacity as:

Signature:

## **ANNEXE 2 PARTICIPATION AGREEMENT WITH THE STATUS OF SCHEDULING AGENT FOR PARTICIPATION IN THE TERMS AND CONDITIONS RELATING TO SCHEDULING, THE BALANCING MECHANISM AND RECOVERY OF BALANCING CHARGES**

[RP\_YYMM\_XXXX no.]

BETWEEN:

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

hereinafter referred to as the "Participant"

OF THE FIRST PART,

AND

RTE Réseau de Transport d'Électricité, limited company governed by supervisory board and executive board, with capital of 2,132,285,690 Euros, registered in the Trade and Companies Register of Nanterre under number 444 619 258, its registered offices being located at immeuble WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex, represented by [Ms/Mr] [name and position of signatory],

hereinafter referred to as "**RTE**"

OF THE SECOND PART,

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

the following has been decided and agreed upon:

### **1. Foreword**

The Participant wishes to adhere to the Terms and Conditions relating to Scheduling, the Balancing Mechanism and Recovery of balancing charges, with the status of Scheduling Agent.

To this end, the Parties have consulted and agreed upon the following:

### **2. Definitions**

All words or phrases used in the present Participation Agreement and which begin with upper case letters have the meanings attributed to them in Article 1 of section 1 of the Terms and Conditions.

### **3. Subject**

By signing this Participation Agreement, the Participant declares that it acquires the status of Scheduling Agent.

The Participant declares that it is fully aware of the Terms and Conditions, which may be freely consulted on the RTE website.

It declares that it accepts the Terms and Conditions, and undertakes to comply with their General Provisions, as well as with the Specific Provisions described in Article 3 of section 1 of the Terms and Conditions.

#### **4. Contractual documents binding the parties**

The contractual documents binding the Parties are as follows:

- the present Participation Agreement;
- the Provisions of the Terms and Conditions and their Annexes;
- RTE IS access Terms and Conditions;
- the Scheduling Perimeter;
- [if necessary, any technical operational agreement relating to application of the Terms and Conditions signed between the Parties].

These documents, completely and exclusively, form the agreement between the Parties relating to Scheduling. They cancel and replace any previous letters, proposals, offers and agreements pertaining to the same object.

The contractual documents listed above are classed as follows, in decreasing order of precedence:

- the Participation Agreement;
- the attachments to the Participation Agreement to be supplied by the Participant in application of Article 2.4.1 of the Terms and Conditions ;
- the Specific Provisions of the Terms and Conditions relating to the Status chosen by the Participant;
- the General Provisions of the Terms and Conditions;
- [if relevant] the technical agreements.

#### **5. Correspondence**

Any Notification given by one Party to the other under the terms of this Participation Agreement will be sent to the contacts designated below:

For the Participant:

For the attention of: [name and position of the contact]

Address: [full address]

Telephone: [telephone no.]

Fax: [fax no.]

Email: [e-mail address]

For RTE:

For the attention of: [name and position of the contact]

Address: [full address]

Telephone: [telephone no.]

Fax: [fax no.]

Email: [e-mail address]

## 5.1 Technical contacts for the participant

### Contact for data disputes:

Contacts	
Postal address for disputes	
Telephone	
Fax	
Email	

### Contact for Perimeter management:

Contacts	
Postal address for data	
Telephone	
Fax	
Email	

### Operations contact for D-1 (nominal mode and backup mode):

Contacts	
Address	
Telephone	
Fax	
Email	

### Operational contact on an intraday basis in charge of sending Forecast Dispatch Schedule Redclarations (nominal mode and backup mode):

Contacts	
Address	
Telephone	
Fax	
Email	

### Real-time operations contact (nominal mode and backup mode):

Contacts	
Address	
Telephone	
Fax	
Email	

## 5.2 Technical contacts for RTE

### Contact for data disputes:

Contacts	
Postal address for disputes	
Telephone	
Fax	
Email	

### Contact for Perimeter management:

Contacts	
Postal address for data	
Telephone	
Fax	
Email	

### Operational contact on D-1:

Contacts	
Address	
Telephone	
Fax	
Email	

### Operational contact on an intraday basis in charge of sending Forecast Dispatch Schedule Redclarations (nominal mode and backup mode):

Contacts	
Address	
Telephone	
Fax	
Email	

### Operational contact in real time:

Contacts	
Address	
Telephone	
Fax	
Email	

**6. Effective date, duration and cancellation of the participation agreement**

This Participation Agreement takes effect on [date]

It is signed for an indeterminate period.

It may be cancelled only in the conditions specified in the Terms and Conditions.

Drawn up in two original copies,  
at Paris La Défense, on \_\_\_\_/\_\_\_\_/\_\_\_\_.

**For RTE:**

Name and position of representative:

Signature:

**For the Participant:**

Name and position of representative:

Signature:

### **ANNEXE 3 PARTICIPATION AGREEMENT WITH THE STATUS OF BALANCING SERVICE PROVIDER FOR PARTICIPATION IN THE TERMS AND CONDITIONS RELATING TO SCHEDULING, THE BALANCING MECHANISM AND RECOVERY OF BALANCING CHARGES**

[AA\_YYMM\_XXXX no.]

BETWEEN:

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

hereinafter referred to as the "Participant"

OF THE FIRST PART,

AND

RTE Réseau de Transport d'Électricité, limited company governed by supervisory board and executive board, with capital of 2,132,285,690 Euros, registered in the Trade and Companies Register of Nanterre under number 444 619 258, its registered offices being located at immeuble WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex, represented by [Ms/Mr] [name and position of signatory],

hereinafter referred to as "**RTE**"

OF THE SECOND PART,

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

The following has been decided and agreed upon:

#### **1. Foreword**

The Participant wishes to adhere to the Terms and Conditions relating to Scheduling, the Balancing Mechanism and Recovery of balancing charges, with the status of Balancing Service Provider.

#### **2. Definitions**

All words or phrases used in the present Participation Agreement and which begin with upper case letters have the meanings attributed to them in Article 1 of section 1 of the Terms and Conditions.

#### **3. Subject**

By signing this Participation Agreement, the Participant declares that it acquires the status of Balancing Service Provider.

The Participant declares that it is fully aware of the Terms and Conditions, which may be freely consulted on the RTE website.

It declares that it accepts the Terms and Conditions, and undertakes to comply with their General Provisions, as well as with the Specific Provisions described in Articles 1, 2, 4 and 5 of section 1 of the Terms and Conditions.



#### **4. Contractual documents binding the parties**

The contractual documents binding the Parties are as follows:

- the present Participation Agreement;
- the provisions of the Terms and Conditions;
- the provisions of other market rules to which these Terms and Conditions refer;
- rules on access to the IS;
- Balance Perimeter;
- [if necessary, any technical operational agreement relating to application of the Terms and Conditions signed between the Parties].

These documents, completely and exclusively, form the agreement between the Parties relating to the Balancing Mechanism. They cancel and replace any previous letters, proposals, offers and agreements pertaining to the same object.

For implementation of this Participation Agreement, the contractual documents listed above are classified as follows, in decreasing order of precedence if there is any contradiction or doubt on their interpretation:

- the Participation Agreement;
- the attachments to the Participation Agreement to be supplied by the Participant in application of Article 2.4.1 of the Terms and Conditions;
- the Specific Provisions of the Terms and Conditions relating to the Status chosen by the Participant;
- the General Provisions of the Terms and Conditions;
- the General Provisions of other market rules to which these Terms and Conditions refer;
- [if relevant] the technical agreements.

#### **5. Payment terms and conditions**

The Participant chooses:

[check as appropriate]

- ☐ direct debit. It sends RTE a SEPA direct debit order, duly completed and signed, according to the template in Annexe 4 of the Terms and Conditions.
- ☐ Payment by bank transfer

#### **6. Bank details**

##### **6.1 Participant's bank details**

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## 6.2 RTE's (Réseau de Transport d'Electricité) bank details

Société Générale

BIC-SWIFT ADDRESS: SOGEFRPP

<b>Payment account:</b>	
IBAN	FR76 3000 3041 7000 0201 2253 130
<b>Account for incoming payments:</b>	
IBAN	FR76 3000 3041 7000 0201 2254 973

## 6.3 Bank details of the Supplier Collection and Payment Fund

BNP Paribas

BIC-SWIFT ADDRESS: BNPAFRPPXXX

<b>Payment account:</b>	
IBAN	FR76 3000 4008 2800 0122 8879 276
<b>Account for incoming payments:</b>	
IBAN	FR76 3000 4008 2800 0122 8879 276

## 7. Correspondence

Any Notification given by one Party to the other under the terms of this Participation Agreement will be sent to the contacts designated below:

### For the Participant

For the attention of: [name and position of the contact]

Address: [full address]

Telephone: [telephone no.]

Fax: [fax no.]

Email: [e-mail address]

### For RTE

For the attention of: [name and position of the contact]

Address: [full address]

Telephone: [telephone no.]

Fax: [fax no.]

Email: [e-mail address]

#### 7.1 Technical contacts for the participant

##### Contact for sending data:

Contacts	
Postal address for data	
Telephone	
Fax	
Email	

##### Invoicing contact:

Contacts	
Postal address for invoices	
Telephone	
Fax	
Email	

##### Contact for disputing data and/or invoicing:

Contacts	
Postal address for disputes	
Telephone	
Fax	
Email	

##### Contact for Perimeter management:

Contacts	
Postal address for data	
Telephone	
Fax	
Email	

##### Operations contact for D-1 (nominal mode and backup mode):

Contacts	
Address	

Telephone	
Fax	
Email	

**Operational contact on an intraday basis in charge of Submission of Bids and changes to the Bid Usage Conditions (nominal mode and backup mode):**

Contacts	
Address	
Telephone	
Fax	
Email	

**Real-time operations contact (nominal mode and backup mode):**

Contacts	
Address	
Telephone	
Fax	
Email	

## 7.2 Technical contacts for RTE

**Invoicing contact:**

Contacts	
Postal address for invoices	
Telephone	
Fax	
Email	

**Contact for disputing data and/or invoicing:**

Contacts	
Postal address for disputes	
Telephone	
Fax	
Email	

**Contact for Perimeter management:**

Contacts	
Postal address for data	

Telephone	
Fax	
Email	

**Operational contact on D-1:**

Contacts	
Address	
Telephone	
Fax	
Email	

**Operational contact on an intraday basis in charge of managing Balancing gate closures (nominal mode and backup mode):**

Contacts	
Address	
Telephone	
Fax	
Email	

**Operational contact in real time:**

Contacts	
Address	
Telephone	
Fax	
Email	

**8. Effective date, duration and cancellation of the participation agreement**

This Participation Agreement takes effect on [date]

It is signed for an indeterminate period.

It may be cancelled only in the conditions specified in the Terms and Conditions.

Drawn up in two original copies,

at Paris La Défense, on \_\_\_\_/\_\_\_\_/\_\_\_\_.

**For RTE:**

Name and position of representative:

Signature:

**For the Participant:**

Name and position of representative:

Signature:



We remind you that you are entitled to be reimbursed by your bank under the conditions laid down in the agreement you have signed with it. The reimbursement request must then be presented within 8 weeks of the date your account was debited for an authorised debit.

Your rights with regard to this SEPA direct debit order are explained in a document that can be obtained from your bank. For further information, please visit [www.rte-france.com](http://www.rte-france.com).

Your Unique Order Reference will be sent to you by post before the first payment is taken.

Executed in \_\_\_\_\_ , on \_\_\_\_/\_\_\_\_/\_\_\_\_ .

Signature:

To be returned completed and signed to the address below:

[RTE Region XXX]

[Full address]



## ANNEXE 5 SCHEDULING PERIMETER MODEL

Update of the Perimeter on [date]

SE name or Consumption SE	SE ID Code or Consumption SE	Name of the Generation Unit(s) or Consumption Sites	BR (if Scheduling Entity only)	RTE contact for Redclarations	
				Telephone number	Email address

Drawn up in two original copies,

in \_\_\_\_\_, on \_\_\_\_/\_\_\_\_/\_\_\_\_.

### For RTE:

Name and position of representative:

Signature:

### For the Participant:

Name and position of representative:

Signature:

## **ANNEXE 6 AGREEMENT BETWEEN THE SCHEDULING AGENT AND A USER FOR AN ATTACHMENT TO THE PERIMETER OF THIS SCHEDULING AGENT**

BETWEEN:

XXXXX [give full name], a company [give legal form], with capital of [give capital amount] Euros, its registered offices being located at [give full address], registered in the Trade and Companies Register of [give name of town] under the number [give SIRET no.],

in its capacity as Scheduling Agent (holder of a Participation Agreement signed with RTE on [date]),

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

OF THE FIRST PART,

AND

XXXXX [give full name], a company [give legal form], with capital of [give capital amount] Euros, its registered offices being located at [give full address], registered in the Trade and Companies Register of [give name of town] under the number [give SIRET no.],

in its capacity as User of the Public electricity Transmission or Distribution System,

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: The [Generation Units / Stationary Storage Units]:

- connected to the PTS, with the following detailed data codes:

[detailed data code no.]; and

[detailed data code no.]; and

....

- connected to the PDS, and belonging to the [Generation Site/Stationary Storage Facility] with PADT code: [PADT code no.]

are attached to the Scheduling Perimeter of XXXX. The effective date of this attachment is that resulting from application of Article 3.2.1.2 of the Terms and Conditions [date].

YYYYY must be the holder of the Transmission System Access Contract, the Distribution System Access Contract or the Detailed Data Service Contract of the [Generation Units/Stationary Storage Units] in question.

For [Generation Units/Stationary Storage Facilities] suitable for supplying Ancillary Services:

- YYYYY authorises XXXXX to have the [Generation Units/Stationary Storage Units] in question participate in the Ancillary Services,

YYYYY agrees that XXXXX may send remote measurements from the [Generation Units/Stationary Storage Units] in question to RTE within the context of the Ancillary Services Terms and Conditions,

- YYYYY agrees to grant access to the [Generation Units/Stationary Storage Units] concerned to RTE, so that RTE can carry out the necessary audits on the remote measurements, transmission and chain of command systems for activation of the reserves.

**If the Generation or Consumption Site has a CART** YYY undertakes to inform XXXX of the conclusion of any Metering Data Service Contract involving the Site to which this attachment agreement relates. XXXX recognises that the termination of the Metering Data Service Contract or the lack of attachment of a metered Site to a Scheduling Perimeter implies the attachment of the scheduling of this metered Site to its Scheduling Perimeter.

The present attachment agreement is signed for an indeterminate period.

It may be cancelled by either party at any time, in accordance with the conditions set down in Article 3.2.1.2 of the Terms and Conditions.

Drawn up in two original copies,

in \_\_\_\_\_, on \_\_\_\_/\_\_\_\_/\_\_\_\_.

**For XXXX:**

Name and position of representative:

Signature:

**For YYYYY:**

Name and position of representative:

Signature:

## **ANNEXE 7 DECLARATION BY THE ELECTRICITY SUPPLIER OF EXTRACTION SITES WITH A CARD AND DETAILED DATA SERVICE CONTRACT TO THE SYSTEM OPERATOR**

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

hereinafter referred to as "the Consumption Site",

has agreed on the following:

### **1. Definitions**

All words or phrases used in the present declaration and which begin with upper case letters have the meanings attributed to them in Article 1 of section 1 of the Terms and Conditions.

### **2. Subject**

The Consumption Site [give the name, address and detailed data code], for which [give full name] has signed:

[check as appropriate]

- ☐ a CARD No. [give CARD no.] with the DSO dated [give date], is supplied with electricity by the Electricity Supplier [give full name].
- ☐ a Detailed Data Service Contract No. [give Detailed Data Service Contract No.] with the DSO dated [give date], is supplied with electricity by the Electricity Supplier [give full name].

### **3. Period of validity**

This Electricity Supplier Declaration is signed for an indeterminate period.

It can be reneged at any time by the Consumption Site in accordance with the terms and conditions laid down in Article 4.2.4.1.2.

Drawn up in two original copies,

in \_\_\_\_\_, on \_\_\_\_/\_\_\_\_/\_\_\_\_.

#### **For the Consumption Site:**

Name and position of representative:

Signature:

## **ANNEXE 8 TEMPLATE FOR ATTACHMENT AGREEMENT BETWEEN A BALANCE RESPONSIBLE PARTY AND THE BALANCING SERVICE PROVIDER IN PREPARATION FOR PARTICIPATION IN THE BALANCING MECHANISM OF ONE OR MORE GENERATION UNITS OR GENERATION SITES OR STATIONARY STORAGE FACILITIES**

BETWEEN:

XXXXX [give full name], a company [give legal form], with capital of [give capital amount] Euros, its registered offices being located at [give full address], registered in the Trade and Companies Register of [give name of town] under the number [give SIRET no.],

in its capacity as Balance Responsible Party, holder of a Participation Agreement [give agreement number] signed with RTE on [give date],

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

OF THE FIRST PART,

AND

XXXXX [give full name], a company [give legal form], with capital of [give capital amount] Euros, its registered offices being located at [give full address], registered in the Trade and Companies Register of [give name of town] under the number [give SIRET no.],

in its capacity as Balancing Service Provider, holder of a Participation Agreement [give agreement number] signed with RTE on [give 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:

### **1. Article 1**

All words or phrases used in the present Agreement and which begin with upper case letters have the meanings attributed to them in Article 1 of section 1 of the Terms and Conditions.

### **2. Article 2**

The Generation Unit(s) [give list of units] or Generation Site(s) [give list of sites] or Stationary Storage Facility(ies) [list of facilities] connected to the systems of the system operator ZZZZZ, attached to the Balance Perimeter of XXXXX, is/are included in the Balance Perimeter of YYYYY as Site(s) comprising the Generation BE [NTS/NDS] [give name and ID of the BE], as of [give date].

The energy corresponding to the Upward or Downward Balancing Bids Submitted by YYYYY and Activated by RTE, and where necessary Corrected, from PTS or PDS Generation BEs is taken into account when calculating the Imbalance in the Balance Perimeter of XXXXX, in accordance with Article 3.13.1 of Section 2. It is taken into account as of the date this Agreement is signed and concerns the BE [give the name and ID of the BE].

### 3. Article 3

The present Agreement is signed for an indeterminate period.

### 4. Article 4

The Parties may terminate this Agreement at any time, subject to a notice period of two months. Termination is Notified by the requesting Party to the other Party, to RTE and to the DSO(s) to which the Generation Unit(s), Generation Site(s) or Stationary Storage Facility(ies) belonging to the PDS or PTS Generation BE is/are connected. Cancellation takes effect after a period of 2 months following this Notification.

Drawn up in two original copies,

in \_\_\_\_\_ , on \_\_\_\_/\_\_\_\_/\_\_\_\_ .

**For XXXXX:**

Name and position of representative:

Signature:

**For YYYYY:**

Name and position of representative:

Signature:

## **ANNEXE 9 AGREEMENT FOR THE EXCHANGE OF CONTACT DETAILS BETWEEN A DISTRIBUTION SYSTEM OPERATOR AND RTE**

BETWEEN:

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

hereinafter referred to as "the Distribution System Operator:"

OF THE FIRST PART,

AND

RTE Réseau de Transport d'Électricité, limited company governed by supervisory board and executive board, with capital of 2,132,285,690 Euros, registered in the Trade and Companies Register of Nanterre under number 444 619 258, its registered offices being located at immeuble WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex, represented by [Ms/Mr] [name and position of signatory],

hereinafter referred to as "**RTE**"

OF THE SECOND PART,

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

The following has been decided and agreed upon:

### **1. Definitions**

All words or phrases used in this agreement that begin with an upper case letter have the meanings attributed to them in Article 1 of the Terms and Conditions.

### **2. Subject**

Within the context of the Terms and Conditions, the Distribution System Operators and RTE are required to communicate various information and data.

The purpose of this agreement is the transmission of contact details between the Distribution System Operator and RTE for sending said information and data.

### **3. Correspondence**

Any Notification given by one Party to the other Party under the terms of the Terms and Conditions will be sent to the contacts designated below:

For the Distribution System Operator

For the attention of: [name and position of the contact]

Address: [full address]

Telephone: [telephone no.]

Fax: [fax no.]

Email: [e-mail address]

For RTE

For the attention of: [name and position of the contact]

Address: [full address]

Telephone: [telephone no.]

Fax: [fax no.]

Email: [e-mail address]

#### **4. Information exchanges**

The conditions for the exchange of information between the Distribution System Operators and RTE are laid down in the IS Terms and Conditions.

#### **5. Period of validity**

This agreement is signed for an indeterminate period.

Drawn up in two original copies.

**For the Distribution System Operator:**

In \_\_\_\_\_,

On \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and position of representative:

Signature:

**For RTE:**

In \_\_\_\_\_,

On \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and position of representative:

Signature:



## **ANNEXE 10 DEFINITION OF TRIPLETS REQUESTED BY RE AT THE TIME OF BALANCING OPERATIONS**

According to the technologies of the Scheduling Agent's Generation Units (nuclear, fossil-fired, hydraulic, etc.), this Article specifies the following points:

- Data used for the calculation

[To be specified according to the Generation Unit's technology]

- Determination of the operating points of SEs

[To be specified according to the Generation Unit's technology]

- Calculation of Symmetrical or Asymmetrical Participations in the Frequency Containment and Automatic Frequency Restoration Reserves of the SEs

[To be specified according to the Generation Unit's technology]

The balancing operations performed by RTE will exclusively reach operating points for which supply of Ancillary Services is symmetrical.

This document is Notified to RTE when the Balance Perimeter is created and when the data that it contains are updated. After signing, RTE keeps one of the original copies and Notifies the other copy to the Balancing Service Provider.

Drawn up in two original copies

at Paris La Défense, on \_\_\_\_/\_\_\_\_/\_\_\_\_.

### **For RTE:**

Name and position of representative:

Signature:

### **For the Participant:**

Name and position of representative:

Signature:

## ANNEXE 11 BANK DETAILS OF THE ELECTRICITY SUPPLIER

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

hereinafter referred to as "the Electricity Supplier",

has agreed on the following:

### 1. Definitions

All words or phrases used in this Annex that begin with a capital letter have the meanings attributed to them in Article 1 of section 1 of the Terms and Conditions.

### 2. Subject

Pursuant to Articles L.271-3 and R.271-8 of the French Energy Code, the sale of Electricity Consumption Load Reductions on the Balancing Mechanism gives rise to a payment by the Balancing Service Provider to the Electricity Suppliers of the Consumption Sites for which load reduction has been performed according to the conditions described in Article 4.7 of the Terms and Conditions.

This payment is collected by RTE from the Balancing Service Providers, then paid to the Electricity Suppliers.

This form can be used to send the necessary data to RTE so that it can send the payment received from the Balancing Service Providers to the Electricity Suppliers.

### 3. Payment terms and conditions

The Electricity Supplier is paid by bank transfer to the bank account whose details are given in the following Article, in accordance with the Terms and Conditions.

### 4. Electricity Supplier's bank details

<b>Account for incoming payments:</b>	
IBAN	

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

### 5. Correspondence

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

For the Electricity Supplier

For the attention of: [name and position of the contact]

Address: [full address]

Telephone: [telephone no.]

Fax: [fax no.]

Email: [e-mail address]

For RTE

For the attention of: [name and position of the contact]

Address: [full address]

Telephone: [telephone no.]

Fax: [fax no.]

Email: [e-mail address]

## **6. Period of validity**

This Annex is signed for an indeterminate period.

### **For the Electricity Supplier:**

In \_\_\_\_\_,

On \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and position of representative:

Signature:

## **ANNEXE 12    AUTOMATIC INVOICING MANDATE FROM THE ELECTRICITY SUPPLIER TO RTE**

BETWEEN:

[full name], company [legal form], with share capital of [amount of share capital] euros, with its head office located at [full address], registered on the Trade and Companies Register of [name of town] under number [SIRET No.], for which the EIC code is [EIC no.], with Intra-community VAT ID number [intra-community VAT no.], represented by Ms/Mr [give 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 d'Électricité, limited company governed by supervisory board and executive board, with capital of 2,132,285,690 Euros, registered in the Trade and Companies Register of NANTERRE under number 444 619 258, its registered offices being located at immeuble WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex, represented by [give name and position of the signatory],

hereinafter referred to as "RTE"

OF THE SECOND PART,

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

The following has been decided and agreed upon:

### **1. Definitions**

All words or phrases used in this Annex that begin with a capital letter have the meanings attributed to them in Article 1 of section 1 of the Terms and Conditions.

### **2. Subject**

The Electricity Supplier gives RTE, who accepts, the express mandate, free of charge, to issue and manage, on behalf of the Electricity Supplier, any payment invoices provided for by Article 4.7 of the Terms and Conditions.

### **3. RTE's commitment**

RTE makes a commitment to the Electricity Suppliers that it will invoice the financial flows associated with Remotely-Read and Profiled BEs under the conditions laid down in Article 4.7 of the Terms and Conditions.

RTE undertakes to do everything it can to ensure that invoices are raised in accordance with the legislative and regulatory standards in force, in particular those relating to the compulsory wording to be used on the invoices. RTE will therefore make any changes or modifications required as a result of changes to these standards.

Lastly, RTE will send the Electricity Suppliers a status report summarising the amounts invoiced in accordance with Article 4.7 of the Terms and Conditions.

#### **4. Invoicing conditions**

Invoicing will be done by RTE in accordance with Article 4.7 of the Terms and Conditions.

#### **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 notify RTE of any changes to this information by way of an update to this mandate.

#### **6. Period of validity**

This agreement is signed for an indeterminate period.

**Mandate approved,**

**For the Electricity Supplier:**

In \_\_\_\_\_,

On \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and position of representative:

Signature:

**Mandate accepted,**

**For RTE:**

In \_\_\_\_\_,

On \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and position of representative:

Signature:

## ANNEXE 13 TEMPLATE - BANK GUARANTEE PAYABLE ON FIRST DEMAND

[ ]<sup>3</sup> a company incorporated under [ ] law<sup>4</sup>, with its registered offices at [ ], represented by [ ]<sup>5</sup> (the "Guarantor") promises irrevocably and unconditionally, on behalf of [ ]<sup>6</sup>, a company incorporated under [ ] law<sup>7</sup> (registration number [ ]) (the "Originator"), to pay to RTE Réseau de transport d'électricité, limited company governed by supervisory board and executive board, with capital of 2,132,285,690 Euros, registered in the Trade and Business Register of Nanterre under number 444 619 258, 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 Participation Agreement with the status of BR no. [ ]<sup>8,9,10</sup> signed by the Originator (the "Agreement"), on first demand, in accordance with the conditions below and without asserting any exception or objection, resulting from the Agreement, any sum up to a maximum amount of [ ], including interest, costs and ancillary charges (the "Guaranteed Amount").

This is a Bank Guarantee on first demand as per Article 2321 of the French Civil Code.

The amendment or disappearance of the links or factual or legal relations that may currently exist between the Guarantor and the Instructing Party shall not release us from this guarantee.

All the provisions of this commitment shall retain their full effect regardless of the financial and legal evolution of the Instructing Party.

This Bank Guarantee payable on first demand may be invoked between the date of this document and \_\_\_\_/\_\_\_\_/\_\_\_\_ inclusive (the "Expiry Date").

We must receive the request for payment by registered letter with acknowledgement of receipt (the "Letter of Invocation of Bank Guarantee" in accordance with Annexe 14) no later than the Expiry Date. Any Bank Guarantee invoked before the expiry date must be paid by the Guarantor in accordance with the provisions set forth in the "Letter of Invocation of Bank Guarantee").

If the guarantee is not invoked prior to the expiry date, the present Bank Guarantee on first demand shall cease to apply upon the Expiry Date.

The Guarantor hereby undertakes to effect payment of the Guarantee Amount within ten (10) Working Days following reception of the Letter of Invocation of Guarantee. He will carry out this payment in compliance with the instructions contained in the Letter of Invocation of Guarantee.

---

<sup>3</sup>Corporate name of the banking institution issuing the Bank Guarantee

<sup>4</sup> Applicable law in the territory in which the Guarantor's registered head office is based

<sup>5</sup> Name of the authorised representative of the Guarantor

<sup>6</sup> Company name of the Originator

<sup>7</sup> Applicable law in the territory in which the Originator's registered head office is based

<sup>8</sup> Number and effective date of the Participation Agreement

<sup>9</sup> Status of the actor

<sup>10</sup> Amount of Bank Guarantee payable on first demand

The reasonable and duly justified costs relating to the present Guarantee and notably any fees, interest, taxes and expenditure of any kind incurred upon establishing said Guarantee shall be borne by the [Principal or the Guarantor] (delete as appropriate) in accordance with the terms established between the Principal and the Guarantor.

French law governs the present Guarantee. For interpretation and execution of the present document, the Commercial Court of Paris will be competent.

Signed in ....., on .../.../201....

Signature of Guarantor,

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

**To be sent to the following address: RTE - Service Commercial St Denis, Bâtiment La Rotonde, 22 boulevard Finot, 93200 Saint-Denis Cedex, France**

## ANNEXE 13 BIS - AMENDMENT TO THE BANK GUARANTEE MODEL

On date [ ]<sup>11</sup> a company [ ]<sup>12</sup>, with headquarters located [ ], represented by [ ]<sup>13</sup> (the "Guarantor") hereby undertakes, irrevocably and unconditionally, on behalf and for account of [ ]<sup>14</sup>, company [ ]<sup>15</sup> (registration number [ ]) (the "Originator") to pay RTE Electricity transmission network, limited liability company with a board of directors and a supervisory board with a share capital in the amount of 2.132.285.690 euros, registered with the trade and companies register of Nanterre under number 444 619 258, with headquarters located at Immeuble WINDOW - 7C, Place du Dôme 92073 La Défense, (the "Beneficiary"), independently of the validity and legal effects of the contract or Participation Agreement as [ ]<sup>16</sup> n° [ ]<sup>17</sup> signed by the Originator (the "Agreement"), on first request, in accordance with the terms and conditions below and without raising exceptions or objections, resulting from the Agreement, any amount up to a maximum limit of: .....[ ]<sup>18</sup> , interest, expenses and incidentals included (the "Guaranteed Amount").

[List any other amendments signed by the "Guarantor"]

By signing this amendment no. [ ]<sup>19</sup> to the first demand Bank Guarantee no. [ ]<sup>20</sup> mentioned above, the Guarantor consents to amending the Bank Guarantee as follows:

- The Bank Guarantee validity is extended from DD/MM/YYYY to DD/MM/YYYY
- The Guaranteed Amount is [ ]<sup>21</sup>
- Other

All other terms and conditions of the first demand Bank Guarantee remain the same.

<sup>11</sup> Company name of the banking establishment or insurance company issuing the Bank Guarantee.

<sup>12</sup> Law applicable within the territory of the Guarantor's headquarters.

<sup>13</sup> Name of the authorised representative of the Guarantor

<sup>14</sup> Name of the Originator

<sup>15</sup> Law applicable on the territory of the Originator's headquarters.

<sup>16</sup> Professional title of the participant.

<sup>17</sup> Number and effective date of the Agreement.

<sup>18</sup> First demand Bank Guarantee amount.

<sup>19</sup> Amendment number.

<sup>20</sup> First demand Bank Guarantee number.

<sup>21</sup> Bank Guarantee Amount as amended by the amendment.



Signed on \_\_\_\_\_ DD/MM/YYYY

Signature of Guarantor,

[Specify company name, represented by (name, status)]

Send to the following address: RTE - Service Commercial St Denis, Bâtiment La Rotonde, 22 boulevard  
Finot, 93200 Saint-Denis Cedex, France

## ANNEXE 14 MODEL LETTER OF INVOCATION OF BANK GUARANTEE

### REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT

[ ]<sup>22</sup>

[ ]<sup>23</sup>

On [ ]<sup>24</sup>

Subject: Your Bank Guarantee Payable on First Demand

To Whom It May Concern,

We write with reference to the Bank Guarantee payable on first demand, which your banking establishment issued to us on [ ]<sup>25</sup> (the "Guarantee").

Terms beginning with a capital letter 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. [ ]<sup>26</sup> held with [ ]<sup>27</sup>, the sum of [ ]<sup>28</sup> Euros.

We remind you that under the terms of the Bank Guarantee payable on first demand issued on XXXX, we must receive this payment within ten (10) Working Days following receipt of this Letter of Invocation of Bank Guarantee.

Furthermore, for your full information, we inform you that as of today, the Originator [ ]<sup>29</sup> has breached the terms of its Participation Agreement with Balancing Service Provider status n° (XXXX)<sup>30</sup>.

[ ]<sup>31</sup>

[ ]<sup>32</sup>

---

<sup>22</sup> Name of the banking institution issuing the Bank Guarantee on first demand.

<sup>23</sup> Address of the banking institution issuing the Bank Guarantee on first demand.

<sup>24</sup> Dispatch date of the Letter of Invocation of Bank Guarantee.

<sup>25</sup> Date of issue of the Bank Guarantee Payable on First Demand.

<sup>26</sup> Indicate RTE's bank account number.

<sup>27</sup> Indicate the name and address of the bank with which the above account is held

<sup>28</sup> Amount requested

<sup>29</sup> Corporate name of the Demand Side Management Operator

<sup>30</sup> PA reference

<sup>31</sup> Surname, First name and title of signatory

<sup>32</sup> Signature

## **ANNEXE 15 JOINT DECLARATION OF THE BALANCING SERVICE PROVIDER AND THE ELECTRICITY SUPPLIER FOR CONSUMPTION SITES ON THE CONTRACTUAL MODEL**

BETWEEN:

XXXX [full name], company [legal form], with share capital of [amount of share capital] euros, with its head office located at [full address], registered on the Trade and Companies Register of [name of town] under number [SIRET No.], for which the EIC code is [EIC no.], with Intra-community VAT ID number [intra-community VAT no.], represented by [Ms/Mr],

in its capacity as electricity Supplier authorised to purchase electricity for resale according to the meaning of the decree 2004-388 of 30 April 2004

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

OF THE FIRST PART

AND

YYYY [give full name], company [give corporate form], with capital of \_\_\_\_ Euros, its registered offices being located at \_\_\_\_\_ [give full address], registered in the Trade and Business Register of \_\_\_\_\_ [give name of town] under number [give SIRET n°], with EIC code [EIC no.],

in its capacity as Balance Responsible Party, holder of a Participation Agreement No. [give number] signed with RTE on [give date],

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

OF THE SECOND PART

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

The following has been decided and agreed upon:

### **1. Article 1**

All words or phrases used in the present declaration and which begin with upper case letters have the meanings attributed to them in Article 1 of Section 1 of the Terms and Conditions.

### **2. Article 2**

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

- \_\_\_\_\_
- \_\_\_\_\_

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

For sites connected to the PDS:

- the Delivery Point (PDL) number for Consumption Sites in the field of Low Voltage up to 36 kVA inclusive; or

- the Reference Measurement Point (PRM) or Delivery Point (PDL) number for Consumption Sites above 36 kVA; or
- the extraction type CARD contract number if the Extraction Site has signed a contract directly with the Distribution System Operator;

For Sites connected to the PTS:

- the CART contract number; or
- the Detailed Data Service Contract number; or
- the SIRET number for Consumption Sites with a Single Contract or a Combined Contract.

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

- \_\_\_\_\_
- \_\_\_\_\_

### 3. Article 3

This declaration is signed for an indeterminate period.

### 4. Article 4

The Parties may amend this declaration using a rider, subject to a notice period of two months. The update will be taken into account on the first day of month M+3 if a new signed declaration is sent before the end of month M.

The Parties may cancel this declaration at any time, subject to a notice period of two months. The cancellation is Notified by the requesting Party to the other Party, and to the System Operators to which the Consumption Sites are connected. Cancellation takes effect after a period of 2 months following this Notification.

Drawn up in two original copies,

in \_\_\_\_\_, on \_\_\_\_/\_\_\_\_/\_\_\_\_

**For XXXXX:**

Name and position of representative:

Signature:

**For YYYYY:**

Name and position of representative:

Signature:

## ANNEXE 16 DECLARATION OF MANDATE BETWEEN A DSO AND A THIRD PARTY

BETWEEN:

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

Hereafter referred to as the "**DSO**"

**OF THE FIRST PART,**

AND

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

hereafter referred to as the "**Agent**"

**OF THE SECOND PART,**

The following has been decided and agreed upon:

The DSO entrusts the Agent, by mandate, with all or part of the data exchanges needed to implement Section 1 of the Terms and Conditions, as of [give date], the date that the mandate becomes effective. This mandate, which includes exchanges of data concerning periods prior to the date that the mandate takes effect, concerns:

- ☐ transmission of perimeter data to RTE as provided for in Article 4.2 of the Terms and Conditions;
- ☐ transmission of load curves to RTE as provided for in Article 4.5.2.1.2 of the Terms and Conditions;
- ☐ receipt of activation information sent by RTE pursuant to Article 4.10.3 of the Terms and Conditions.
- ☐ receipt of the information relating to the Corrected Model sent by RTE pursuant to Articles 4.7.3, 4.5.2.2.3.5 and 4.5.2.2.4.5 of the Terms and Conditions.

*[check as appropriate]*

The DSO authorises the Agent to consult the DSO's data via RTE's publication service.

The Agent designates the following contact for the data exchanges:

Contact	
Address	
Telephone	
Fax	
Email	

*N.B.: the contact designated above is also the recipient of the alert messages and any messages from RTE's Information System.*

The effective date is the date deriving from the mandate signed between the Agent and the DSO, namely **[date]**.

If the mandate between the DSO and the Agent is cancelled, the DSO undertakes to inform RTE by Notification as well as sending it the details of new contacts for the data exchanges.

Drawn up in two original copies in ....., on .../.../201....

For **[XXXXXX]**:

Name and position of representative:

For **YYYYY** :

Name and position of representative:

Signature:

Signature:

## **ANNEXE 17 AUTOMATIC INVOICING MANDATE FROM THE BALANCING SERVICE PROVIDER TO RTE**

BETWEEN

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

Hereinafter referred to as «the Balancing Service Provider"

OF THE FIRST PART,

AND

RTE electricity transmission network, public limited company with a board of directors and a supervisory board with a capital of 2 132 285 690 euros, registered with the Register of Commerce and Companies of Nanterre under no. 444 619 258, with head office located at immeuble WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex, represented by [name and function of the signatory],

hereinafter referred to as "RTE"

OF THE SECOND PART,

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

The following has been decided and agreed upon:

- **Definitions**

All words or phrases used in this Annex and which begin with upper case letters have the meanings attributed to them in Article 1 of Section 1 of the Terms and Conditions.

- **Subject:**

The Balancing Service Provider gives RTE, who accepts, the express mandate, free of charge, to issue and manage, on behalf of the Balancing Service Provider, any payment invoices provided for by Article 4.7 of the Terms and Conditions.

- **RTE's commitment**

RTE makes a commitment to the Balancing Service Providers that it will invoice the financial flows associated with Remotely-Read and Profiled BEs under the conditions laid down in Article 4.7 of the Terms and Conditions.

RTE undertakes to do everything it can to ensure that invoices are raised in accordance with the legislative and regulatory standards in force, in particular those relating to the compulsory wording to be used on the invoices. RTE will therefore make any changes or modifications required as a result of changes to these standards.

Lastly, RTE will send the Balancing Service Provider a status report summarising the amounts invoiced in accordance with Article 4.7 of the Terms and Conditions.

- **Invoicing conditions**

Invoicing will be done by RTE in accordance with Article 4.7 of the Terms and Conditions.

- **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 Balancing Service Provider undertakes to notify RTE of any changes to this information by way of an update to this mandate.

- **Period of validity**

This agreement is signed for an indeterminate period.

**Mandate read and approved,**

**For the Balancing Service Provider:**

Signed in \_\_\_\_\_ ,

On \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and position of representative:

Signature:

**Mandate accepted,**

**For RTE:**

Signed in \_\_\_\_\_ ,

On \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and position of representative:

Signature:



## ANNEXE 18 REQUIREMENTS IN TERMS OF RETURNING POWER MEASUREMENT DATA FOR QUALIFICATION

### 1. Subject:

The purpose of this Annex is to define the requirements the BE of a Balancing Service Provider must meet when returning power measurement data for monitoring Qualification, as set out in 4.2.2.4.

Observability of the BEs involves having a telemetry system to identify the active power of each of BE under Qualification monitoring.

### 2. Functional requirements

#### 2.1 Nature of the exchanged information

The Holder must be able to communicate the following information monthly to RTE:

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

Unit: **MW**

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

This information must be submitted in accordance with the terms for exchanges stated in the IS Terms and Conditions.

#### 2.2 Expected performance for the provision of telemetry data

Telemetry data are provided to RTE on a monthly basis with a 10-second period, by the transmission system specified in the IS Terms and Conditions.

Telemetry data must comply with the following sign convention:

- Consumption BE: positive values;
- Production BE: negative values.

The instantaneous active power of each consumption or generation site making up a BE must be measured by the intermediary, either from a class 0.3<sup>33</sup> sensor, or from the metering process of the site.

Values transmitted to RTE by the Holder must arise from the aggregation of the values measured only.

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<sup>33</sup> A class 0.3 sensor offers a precise measurement to 0.3%.