



General Agreement N° PE-07-2021

APPLICABLE TO ENERGY
AND CAPACITY GUARANTEES PURCHASES
TO COMPENSATE FOR GRID LOSSES

Version n°6.0

Date of Application: 1st July 2021



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PREAMBLE

According to the French Energy Code, and in particular its Article L-321-11, one of RTE's mission is to ensure that the Losses on the French Public Transmission System are offset.

Since 1st January 2001, RTE has compensated for these Losses by purchasing energy through calls for tender, open to companies qualified by RTE.

Also, calls for tender are organized and open to the companies qualified by RTE to compensate its grid Losses, in terms of Capacity Guarantees. RTE bears the responsibility for this obligation as an obliged actor, according to the terms described in article 3.5 of this document.

The Capacity Guarantees mechanism is defined in RTE Capacity Mechanism's Rules.

RTE's calls for tender are governed by Call for Tender Rules documents.

In the event of a contradiction between the provisions of this General Agreement including its contractual documentation on the one hand and the regulatory documents or associated legal provisions on the other hand, the latter shall prevail.



1 CONTRACTUAL FRAMEWORK OF THE GENERAL AGREEMENT

1.1 Purpose and scope of the General Agreement

The General Agreement defines the technical, business and legal conditions for the supply of energy and Capacity Guarantees to RTE by the Supplier. It governs all of the Transactions between the Supplier and RTE regarding the supply of energy or Capacity Guarantees for the compensation for grid Losses on the French Public Transmission System.

1.2 Contractual Documents

The contractual documents binding both Parties are as follows:

- The General Agreement, the "Supplier Information Form", the Letter(s) of Acceptance, the Letter(s) of Qualification;
- All of the Transactions and the associated Contracts;
- The Call for Tender Rules;
- The IS Rules and the "Eclipse User Forms" in effect when the Transactions are concluded and executed;
- The Delivery Programmes, as part of the execution of the Transactions.

These documents constitute the exclusivity and entirety of the agreement between the Parties regarding the conditions applicable for the purchase of energy and Capacity Guarantees for the compensation for grid Losses.

The order of importance and interpretation of these various documents is as follows, in descending order:

- The Delivery Programmes, as part of the execution of the Transactions;
- All of the Transactions and the associated Contracts;
- The Call for Tender Rules;
- The Letter(s) of Acceptance and the Letter(s) of Qualification;
- The General Agreement and the "Supplier Information Form" in effect when the Transactions are concluded and executed;
- The IS Rules and the "Eclipse User Forms" in effect when the Transactions are concluded and executed.

1.3 Prerequisites to participate to RTE's calls for tender

A Supplier must be qualified beforehand by RTE on the related field as per the procedure described in articles 1.3.1, 1.3.2, and 1.3.3 of the present General Agreement. Once approved, the Supplier is able to participate to calls for tender, in order to sell to RTE the energy and Capacity Guarantees, to compensate its grid Losses.



1.3.1 Qualification by RTE

1°) Qualification conditions

To be eligible for qualification, the candidate company must submit all of the documents required by RTE in the Qualification File. These documents must be duly completed and signed where applicable. If RTE deems it necessary, the candidate company may be asked to provide additional documents needed to assess its application.

The qualification will only be granted once all of the following conditions are met:

- The candidate company must have sent all of the required documents to the relevant departments at RTE. After analysing these documents, RTE will refuse to grant the qualification to the company if it does not show adequate financial soundness and/or sustainability and/or compliance, and/or if it does not show proof of sufficient references to fulfil its contractual commitments on the related field(s).
- Furthermore, should the candidate company fail to properly honour any commitment adopted between the candidate company and RTE under the terms of the participation agreement for the MA-RE Terms and Conditions, or under the terms of the participation agreements for the I/E Rules, RTE can refuse to grant the qualification for energy.
- If the candidate company fails to fulfil any part of its obligation towards RTE under the participation contract as an obliged actor, RTE can refuse the qualification of the candidate.

The qualification consists in a Qualification Letter sent by RTE mentioning the field(s) of qualification. This scope can change during the lifetime of the Sole Agreement¹ and can include all or any of the following Products: Energy, ARENH and Capacity Guarantees.

2°) Withdrawal or suspension of the qualification

RTE may withdraw or suspend the Supplier's qualification in case of:

I – Failure to meet any of the commitments stated in the General Agreement;

II – Substantial change in the situation of the company, such as:

- A worsening situation regarding financial and/or sustainability and/or compliance aspects in RTE's view;
- Being subject to court administration or to a winding-up order or a similar situation resulting from proceedings of the same nature existing in the Supplier's domestic legislation and regulation;
- A situation of non-payment of taxes and duties or social contributions, according to the legal provisions of the country where the Supplier is established or those of France for the part of the activity subject to French legal provisions;

III – Inability to meet the new qualification criteria published by RTE under the conditions of article 1.4;

IV – Refusal of the modifications made to the General Agreement in accordance with article 1.4.1;

V – Withdrawal, suspension or non-renewal of the authorization to perform the activity of purchase of electricity for resale provided for by Article L.333-1 of the French Energy Code

¹The Sole Agreement consists of the General Agreement, the Letter(s) of Acceptance and the Letter(s) of Qualification, all of the Call for Tender Rules and Transactions, the IS Rules and the Eclipse User Forms.



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and stipulated by Decree n°2011-1457 of 7 November 2011. This withdrawal or suspension will only affect the Energy part of the qualification;

VI – Closure or suspension of its Capacity Guarantees account. This withdrawal or suspension will only affect the Capacity Guarantees part of the qualification;

VII – Uncertainty surrounding the ability of the Supplier to carry on its deliveries, or its participation to one or several French market mechanisms.

3°) Consequences of the withdrawal or the suspension

Any Supplier whose qualification is suspended shall temporarily be prohibited from taking part in the related calls for tender and RTE will not transmit information pertaining to these calls for tender. As such, RTE shall notify the Supplier by email of the reasons for the suspension and the related field(s). The Supplier shall fully regain the ability to take part in the calls for tender when the circumstances leading to suspension of its qualification have ceased to exist.

If the conditions which led to the suspension of the qualification last for a year, RTE may withdraw the Supplier's qualification for the related field(s) of qualification.

It is expressly stipulated that the loss of both qualifications terminates the General Agreement as per article 7.1.2, or within the limits laid down by article 1.4 below.

1.3.2 Attachment to a Balance Responsible Perimeter

To provide RTE with the energy needed for the compensation of grid Losses, the Sole Agreement must be attached to the Perimeter of a Balance Responsible Entity throughout the delivery periods as part of the qualification for energy. The Supplier shall inform RTE of any change in attachment to the Perimeter of a Balance Responsible Entity. He must comply with the MA-RE Terms and Conditions.

1.3.3 Authorisation to exercise the activity of purchase of electricity for resale

The Energy Supplier active in the purchase of electricity for resale to system operators for their Losses is required to hold the authorisation provided for by Article L.333-1 of the French Energy Code.

If the Supplier engaged in the activity of purchase of electricity for resale to system operators for their Losses is aware of facts or circumstances affecting or likely to affect this activity, the Supplier must notify RTE of this situation in writing immediately.

Likewise, if the Supplier's situation were to change (e.g. recovery of that authorization after withdrawal, suspension or non-renewal), the Supplier undertakes to inform RTE in writing.

1.4 Duration of the General Agreement

For Suppliers already qualified before 1st July 2021, the present version of the General Agreement takes effect on 1st July 2021 and per the conditions set forth in article 1.4.1 for the related field(s) of qualification.

For Suppliers qualified after 1st July 2021, the present version of the General Agreement starts to run on the date notified by RTE to the Supplier in the Letter of Qualification for the related field(s) of qualification.

The General Agreement has an unspecified validity period.



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1.4.1 Amendments to the General Agreement by RTE

The present General Agreement may be amended by RTE at any time. It must then be notified to the Supplier by sending an email, with prior notice of two (2) months stating the date of effect of the new version of the General Agreement.

During that notice period, the Supplier shall be entitled to terminate the General Agreement, as per the terms of article 7.1.1.

It is expressly stipulated that the amendment(s) made in this way and introduced in the new version of the General Agreement shall in no way affect the commitments already made by the Supplier (in particular any Transactions that have already been signed) apart from the amendments added to conform to the regulations in force.

Any amendment shall result in the creation of a new version of the General Agreement, with a new version number and a corresponding date of application. The version currently in force, and the new version of the General Agreement, will be made available online on RTE's Website:

<https://www.services-rte.com/en/learn-more-about-our-services/grid-losses-compensation.html>

The previous versions will also remain available online on RTE's Website for a period of ten (10) years after the coming into force of the next version.

By being silent following the notification of the new version of the General Agreement and/or participating in a call for tender following the coming into force of the amended version, the Supplier is deemed to have accepted all the terms of the new version of the General Agreement.

1.4.2 Yearly update of documents by the Supplier

From the second year after its qualification and on, the Supplier must send on a yearly basis before 1st July the following documents through Eclipse:

- The certified balance sheet and the income statement for the fiscal year, together with any relevant elements that may help RTE to assess the Supplier;
- The document "Supplier Information Form" updated (even if no amendment has been made)

If the documents are not received before the deadline, RTE shall suspend the Supplier's qualification after sending official notice to which no satisfactory response is received, as per the conditions stipulated in article 1.3.1. 2°.

Besides, RTE can ask at any time a certificate less than three months old issued by the competent administration, certifying that the Supplier is up to date with all its obligations with respect to the tax and social contribution departments, or an affidavit in which the Supplier declares itself free of its tax and social obligations. In this case, the Supplier must use the certificate template attached to the Qualification File.



2 CALLS FOR TENDER AND CONCLUSION OF A TRANSACTION

2.1 Communication between the Parties

To complete Transactions, the Supplier is given by RTE an access to the Eclipse platform, in order to participate to calls for tender and for contractual follow-up. On the Supplier's side, Eclipse users can have different roles (but only one role per user): "Administrator", "Front Office", "Back Office", or "Visitor". It is recommended to have several Eclipse users, especially for the "Front Office" role. For a complete overview of the roles, the Supplier can read the documentation related to Eclipse available on RTE's website and on the electronic platform.

To create a user account in Eclipse, the Supplier shall appoint a sole administrator, who is especially responsible for the users and Supplier's data (update of the qualification documents, follow-up on contracts' signature...). The Supplier can choose to give a "Front Office" access to his administrator or not. One or several "Eclipse User Form" must be sent (at least during the qualification process for the administrator) to enable the creation of the accesses to the application. With this form, an access to delivery and invoicing elements related to the compensation of grid Losses in the RMC application is also created.

For any creation or modification of the access during the Sole Agreement's lifetime, the administrator sends a new "Eclipse User Form" with Eclipse. The Supplier ensures to appoint a new administrator in case of departure or change of position of the previous administrator.

2.2 Tendering process via the Eclipse application

1°) "Energy" (Energy and Hourly Option products), "ARENH" and "Capacity Guarantee" calls for tender are only open to Suppliers that have been qualified by RTE for the perimeter defined, as mentioned by the Letter of Qualification or by a later evolution of the qualification perimeter.

2°) At the start of each call for tender, RTE sends by email the Call for Tender Rules to the users with a "Front Office" access.

The Supplier submits its bids via Eclipse, or as an exception, in case of technical failure on the information system of the Supplier during the call for tender, by sending an email with the bids. These bids must be sent by filling the template attached with the email launching the tender, in accordance with the terms detailed in the Call for Tender Rules.

- *Firstly*, RTE sends the results of the call for tender regarding the Supplier's bid(s). This communication is made via email and on the Eclipse platform. It takes the form set out in Appendix (§1.1 or 1.2), without the signature fields. If no bids have been selected, the Supplier is informed in the same way.
- *Secondly*, RTE sends to the Supplier the Contract (a model of which is reproduced in Appendix §1.1 or 1.2) materialising the Transaction(s) concluded during the call for tender, signed by RTE's *Directeur du Département Financement et Trésorerie*, or anyone with the appropriate delegation.

The contract signed by RTE, sent via Eclipse or exceptionally by email, marks the beginning of the Supplier's firm and definitive commitment to deliver the Products (Energy, ARENH, HO, or Capacity Guarantee) and for RTE to pay the price agreed upon.

- *Thirdly*, the Supplier – a person empowered to sign the contracts – signs the document duly completed and signed by RTE beforehand. The Supplier returns the signed document to RTE via the Eclipse platform, as soon as possible. If Eclipse is unavailable, it can exceptionally be sent to the email addresses notified in the Call for Tender Rules.



2.3 In case of a technical incident affecting the Eclipse platform

RTE reserves the right to launch calls for tender for which bids will be submitted by email using the standard backup response submission document ("Degraded Mode") attached to the call for tender launching email, in accordance with the terms detailed in the Call for Tender Rules.

RTE shall inform each Supplier of the results of the call for tender regarding its bids. RTE will inform the Supplier by email (failing that by phone), no later than the response submission date and time stipulated in the Call for Tender Rules.

2.4 REMIT

REMIT Implementing Act (regulation N°1348/2014) requests the reporting of the electricity purchase and sell transactions to ACER. The reporting must be done by each counterparty, and the content shall be consistent on both sides.

2.4.1 Registration of market participants

Prior to sending any reporting, a market participant must register with its National Regulatory Authority (NRA). Market participants register with the NRA of the Member State where they are resident or established. If they are not established or resident within the EU, they register where their activity is the most important. For the market participants established or resident in France, they must register with the CRE.

2.4.2 Reporting of the transactions

Transactions to be reported are distinguished between "standard contract" and "non-standard contract" as mentioned in article 2 of the Implementing Act. The energy transactions concluded as part of the compensation for RTE grid Losses are considered as "standard" contracts (Energy Products Baseload and Peakload) or as "non-standard" contracts (ARENH and HO Products). It doesn't apply to the Capacity Guarantees Transactions.

The detailed content of the report is described in the TRUM, document written by ACER and explaining which fields to fill, those which are unnecessary and how to complete the report. RTE provides advices on how to fill these reporting files in Appendix (§2.2).

The Supplier is liable for any harmful consequence of a wrong implementation of the requirement of REMIT and its Implementing Act.



3 DELIVERY

3.1 Correspondence

The Supplier and RTE exchange all the information at their disposal which is likely to facilitate the delivery of energy or Capacity Guarantees for compensation for grid Losses (without commitment of any kind and for any reason whatsoever).

To access the Delivery Programme, the Supplier is granted by RTE access to the RMC application, for the execution of the Sole Agreement.

The transfer of Capacity Guarantees is carried out in accordance with the terms of the Transaction, the associated Tender Rules, and the ones related to the Capacity Guarantees Registry. It does not give rise to an additional communication by RTE.

3.2 Delivery Programme

RTE communicates to the Energy Supplier the Delivery Programme (example in Appendix §3.1) no later than D-2, at 20:00 (8:00 p.m.) using a file made available on the RMC application. RTE may exceptionally send one or several corrective Delivery Programme(s), until D-2, at 20:00 (8:00 p.m.), via the RMC application, which cancel(s) and replace(s) any previous programme(s). It is up to the Energy Supplier to take into account the last Delivery Programme sent.

In the event of a technical problem with the RMC application, the exchange is carried out by email to the email address specified by the Supplier in the document "Supplier Information Form" (preferably the address of a secure generic mailbox). The Supplier shall maintain the email address specified in this document at all times. Therefore, the Supplier is responsible for implementing the Delivery Programmes sent by RTE by email. RTE can be contacted by the Supplier (contact details defined in the document "RTE Correspondence Sheet") for any verification deemed useful.

The exchange by email is performed temporarily until the technical problem is resolved. The Supplier shall resolve as quickly as possible any technical problem preventing it from receiving the Delivery Programmes via the RMC application. Beyond ten (10) consecutive Delivery Programmes sent by email, the Supplier shall pay RTE a penalty of fifty (50) euros per Delivery Programmes sent by email.

RTE may test the sending of the Delivery Programme by email. During these tests, the Supplier must confirm to RTE as soon as possible that it has received the email sent.

3.3 Default Delivery Programmes

If RTE does not send a Delivery Programme under the conditions provided for in article 3.2 above, the Default Delivery Programme applies.

For the HO Products (Hourly Option), the Default Delivery Programme corresponds to the supply of a power of zero (0) MW for each Hour of the period considered.

For the other Products (Energy and ARENH), the Default Delivery Programme corresponds to the supply of the power of the Transaction.



3.4 Delivery

- The delivery of the energy by the Supplier must be done on the PTS or the PDS, without using the Block Exchange Service of RTE (called "PEB").

The energy purchased by RTE under the Transactions is considered to be actually delivered during the delivery period concerned by the Transaction, except in the event of force majeure as indicated in article 6. Thus, in accordance with the provisions of the MA-RE Terms and Conditions, this energy is taken into account in the total withdrawal when determining the Balance Responsible Entity's imbalances declared by the Supplier in the document "Supplier Information Form";

- The delivery of Capacity Guarantees is made to RTE's account in the Capacity Guarantees Registry. The identification of the Supplier's account in the Capacity Guarantee Registry will be provided in the document "Supplier Information Form" and RTE's account number in the "RTE Correspondence Sheet" document. The Supplier initiates the transfer to the buying party in the Capacity Guarantees Registry before the date provided for in the Tender Rules.

In the event of a failure to transfer the Capacity Guarantees on the contractually scheduled day, the Supplier will see RTE's payment corresponding to this transfer date decreased by 2% of the amount of the Transaction, per period of ten (10) calendar days of delay. If this delay reaches fifty (50) days or beyond, RTE may decide to cancel the Transaction with a possible claim for compensation, capped at the value of the capacity mechanism regulated price for the related year of delivery increased by 10% of the amount of the transaction.

3.5 Transfer of ownership and transfer of responsibility

- For all energy purchase Transactions in the broad sense ("Energy", "HO" or "ARENH" Products), the transfer of ownership of the delivered energy is effective on the delivery date as defined above;
- For all Capacity Guarantees purchase Transactions, the transfer of ownership is effective once the transfer process has been finalized in the Capacity Guarantee Registry, from the Supplier's account to RTE's one. The conditions of the transfer are defined in the Tender Rules associated with the Transaction.

The Energy Supplier accepts by default the transfer of responsibility² for the Capacity Guarantee (in application of article R.335-5 of the energy code allowing the transfer of responsibility for the Capacity Guarantee of the Supplier of energy to RTE for its Losses). The tacit acceptance of this transfer of responsibility results in the sending of the letter of acceptance of the General Convention upon qualification.

² For energy deliveries made after 01/01/2021, RTE bears the full capacity obligation associated with Losses: the transfer of responsibility also covers the ARENH Product. The Capacity Guarantees associated with the ARENH Product are transferred by the Supplier to RTE (up to the power purchased at ARENH price), at the latest on the date provided for in the Tender Rules.

For energy deliveries made before 01/01/2021, the transfer of responsibility covers transactions outside of the ARENH Product. The Supplier retains the responsibility of presenting on its account in the Capacity Guarantees Registry the Capacity Guarantees associated with the ARENH product (up to the power purchased at ARENH price).



4 INVOICING AND PAYMENT TERMS

4.1 Correspondence

The Supplier must send the invoice electronically via the Cegedim "SY" electronic portal. Failing this, the invoice for energy or capacity purchases can be sent by the Supplier to RTE by post. The sending procedures are available in the Appendix (§4) and in the document "RTE Correspondence Sheet".

In addition, energy purchase billing items described in 4.2 are made available by RTE on the RMC portal.

4.2 Invoicing elements (energy only)

In order to facilitate the establishment of the energy invoice, for information only, RTE sends to the energy Supplier, at the beginning of each month M, the invoicing elements related to the energy quantities actually delivered for month M-1 and to their valuation. These elements are transmitted via RMC.

In any case, the late sending, the absence of sending or any possible error of the invoicing elements on the part of RTE can't be invoked by the Supplier to justify a failure on its behalf in the establishment of invoices.

4.3 Invoicing

- For energy, from the first Day of Month M, the Supplier establishes an invoice and/or a credit note based on the quantities of energy actually delivered for Month M-1, including, where applicable, any penalties payable by him applicable during Month M-1 in accordance with article 3.2;
- For Capacity Guarantees, from the date of transfer planned in the Tender Rules, and once the transfer of Capacity Guarantees has been completed, the Supplier issues an invoice based on the amount of Capacity Guarantees actually transferred on that day, including, where applicable, any penalties applicable in accordance with articles 3.4 and 4.5.

4.4 Terms and period of payment

RTE pays the Supplier the amount of the invoice sent to it, except in the event of a dispute, in which case the terms of article 8.3 apply. This payment is made by bank transfer within thirty (30) Days from the issuance of the invoice (date of deposit of the file on Cegedim SY or postmark as proof).

4.5 Late payment penalties

If full payment of the sums owed and not disputed by RTE is not remitted within the deadline stipulated in article 4.4, the sums due shall be increased ipso facto, without any formal demand being necessary, by a fixed compensation of forty (40) euros for collection charges and by penalties equal to three times the legal interest rate in force on the Day the payment was due.

This interest is calculated from the first day following the due date up to the effective date of payment of the invoice. The Supplier shall be responsible for establishing the corresponding invoice.



5 CONFIDENTIALITY AND GDPR

In application of Article L.111-72 of the French Energy Code, RTE shall preserve the confidentiality of information of an economic, commercial, industrial, financial or technical nature, the disclosure of which would be contrary to the rules of free and fair competition and non-discrimination laid down by the aforementioned text.

In addition, each Party shall determine the list of information, of any type and on any supports, which it deems to be confidential.

In particular, the information contained in the following contractual documents is deemed to be confidential:

- The "Supplier Information Form" completed;
- The Letter(s) of Acceptance;
- The Letter(s) of Qualification;
- Any information regarding the preparation and execution of a Transaction;
- The Eclipse User Forms

RTE forbids the Supplier to use RTE as a commercial reference.

Without prejudice to the aforementioned legal and regulatory provisions, the Party intended to receive confidential information shall only use it within the framework of the Sole Agreement and shall not transmit such information to third parties without the prior and written consent of the other Party, and provided that these third parties make the same commitments to confidentiality as those set out in the present article.

The Party receiving confidential information undertakes to take all necessary measures, particularly those of a contractual nature, to ensure that its employees, sub-contractors and any natural or legal person that it empowers to participate in the execution of the Transactions, uphold the confidentiality of information of which they could have knowledge during the course of performance of the Sole Agreement. In addition, it shall take all necessary measures to ensure the physical protection of this information, including during the archiving of such information.

Each Party shall inform the other Party in writing, without delay, in the event of any breach or presumption of breach of the obligations ensuing from the present article.

The obligations ensuing from this article shall not apply:

- If the Party receiving the confidential information provides the proof that this information, at the time of its communication, was already accessible to the general public;
- If the Party receiving the confidential information provides the proof that, since its communication, this information was lawfully received by him from a third party, without breaching the provisions of the present Article;
- If the information is requested by an administrative authority (Minister in charge of Energy, Energy Regulation Commission, Competition Authority, etc.) within the scope of its missions and solely for this purpose.

The Parties pledge to observe this commitment to confidentiality throughout the duration of the Sole Agreement and for a period of five (5) years after expiry of the stated agreement.

Information relating to GDPR processing is available in the Appendix (§5).



6 FORCE MAJEURE

A force majeure event refers to any unforeseeable or unavoidable occurrence or event that is beyond the control of the two Parties and making it impossible for either one to fulfil all or part of its contractual obligations.

In addition, the Parties shall deem the following exceptional circumstances as force majeure events:

- Wilful destruction due to acts of war, riots, pillage, sabotage, attacks or criminal offences;
- Damage caused by accidental and uncontrollable occurrences, ascribable to third parties, such as fires, explosions or plane crashes;
- Natural disasters according to the meaning set out in the Act n° 82-600 of 13 July 1982, i.e. direct material damages caused by the abnormal intensity of a natural agent, when the usual measures to be taken to prevent these damages were not able to prevent their occurrence or could not be taken;
- Atmospheric phenomena that are unavoidable due to their cause and scope and to which power networks, notably overhead lines, are particularly vulnerable (e.g. frost, sticky snow, storms), when, during the same Day and for the same reason, at least one hundred thousand (100,000) customers supplied by the PTS and/or by the PDS are without electricity;
- Load shedding imposed by personnel strikes, solely in the event that they have the characteristics of a case of force majeure;
- The outage of facilities imposed by the Public Authorities for defence or public security purposes.

The Parties shall not be held liable for and shall be under no obligation to repair the damages suffered by either Party due to the non-fulfilment or the faulty fulfilment of all or part of their contractual obligations, when this non-fulfilment or faulty fulfilment is due to the occurrence of a force majeure event. The Parties' relevant contractual obligations are therefore suspended for the duration of the force majeure event.

The Party invoking force majeure shall inform the other Party without delay, specifying the nature and the likely duration of the force majeure event.

Any Party invoking a force majeure event shall take all measures in its power to limit its effect and its duration.

If a force majeure event lasts for a period exceeding three (3) Months, both Party may terminate the Sole Agreement by sending a registered letter with acknowledgement of receipt, and in that case the other Party shall have no right to compensation of any kind. Termination will be effective upon the expiry of a period of eight (8) Days following receipt of the aforementioned letter.



7 TERMINATION

7.1 Termination of the General Agreement

Termination of the General Agreement severs all contractual relations between the Parties for the purpose of concluding future Transactions.

The termination is notified by registered letter with acknowledgement of receipt, and takes effect upon expiry of a period specified in said letter. Notwithstanding the above, if Transactions carried out under the Sole Agreement must result in energy deliveries and/or Capacity Guarantees Transfers after the termination request of the General Agreement, this termination will take place the day after all Transactions carried out under the Sole Agreement are executed.

If one of the Parties terminates the General Agreement for one of the reasons set forth in Articles 7.1.2 or 7.1.3, the additional expense borne by the terminating Party shall be invoiced to the other Party.

7.1.1 Termination due to the non-acceptance of a modification

In the event that amendments to the General Agreement made in accordance with article 1.4.1 are not acceptable by the Supplier, the General Agreement has to be terminated by the Supplier within the period specified in article 1.4.1, by sending a registered letter with acknowledgement of receipt specifying the related field(s) of qualification.

In this case, the termination takes effect, at the latest, on the date on which the amended version of the General Agreement comes into application.

Notwithstanding the above, if Transactions carried out under the Sole Agreement must result in energy deliveries and/or Capacity Guarantees Transfers after the date of application of the amended version of the General Agreement, the termination of the previous General Agreement will take place the day after all Transactions carried out under the Sole Agreement are executed.

7.1.2 Termination due to breach of contractual obligations or the Supplier's loss of qualification

1°) Reason for Termination

Notwithstanding article 6 concerning termination in the event of force majeure, the General Agreement may be terminated by either Party in either of the following cases:

- In the event that one of the Parties breaches its contractual obligations and/or repeatedly fails properly to comply with other contractual obligations, the other Party shall terminate the General Agreement ipso facto, after giving official notice to which no satisfactory response is received;
- In the event that the Supplier loses his qualification as per article 1.3.1 2°.

This termination is notified by registered letter with acknowledgement of receipt, and takes effect upon expiry of a period specified in said letter.



2°) Terms of Termination

Termination takes effect immediately upon receipt of said letter:

- If the termination is due to the non-attachment of the Sole Agreement to a Balance Responsible Perimeter or the loss of the Supplier's qualification, in the case of a qualification for energy; or
- If the termination is justified by the loss of the Capacity Guarantees Supplier access to the Registry, in the case of a qualification for Capacity Guarantees.

Termination takes effect from the authorization loss date, if the termination is motivated by the loss of the energy Supplier authorization, in the case of a qualification for energy.

It does not affect RTE's right to take such action against the Supplier as it deems appropriate.

7.1.3 Termination due to false declarations

RTE may terminate the General Agreement should the Supplier send it any false information, particularly regarding to compliance with the Supplier's legal obligations concerning taxes and social contributions.

This termination is notified by registered letter with acknowledgement of receipt, and takes effect upon expiry of a period specified in said letter. It does not affect RTE's right to take such action against the Supplier as it deems appropriate.

7.1.4 Termination without a cause, by the Supplier

The Supplier may terminate the General Agreement, without specifying a reason, by registered letter with acknowledgement of receipt. In this case, termination takes effect two (2) months after the date on which RTE receives said letter.

7.1.5 Termination without a cause, by RTE

RTE may terminate the General Agreement, without specifying a reason, for all Suppliers, by registered letter with acknowledgement of receipt. In this case, termination takes effect within a period defined by RTE but not less than six (6) months, after the date on which the Supplier receives said letter.

7.2 Termination of the Sole Agreement

Should RTE decide to terminate the General Agreement citing one of the grounds for termination set forth in articles 7.1.2 and 7.1.3 above, it reserves the right to request the termination of the Sole Agreement, i.e. to terminate all present and future contractual relations between the Parties with respect to the purchase of energy and/or Capacity Guarantees for compensating grid Losses.

The mail aforementioned will precise the field(s) of qualification concerned by the termination.



8 APPLICABLE LAW

The Sole Agreement shall be governed by French law.

Notwithstanding any translations which might be made thereof, whether signed or not, the original French version shall prevail for the purpose of interpreting and / or executing the Sole Agreement.

8.1 Currency

Unless otherwise stated in the Call for Tender Rules, the prices quoted in tax-exclusive Euros are firm and subject to no adjustment.

8.2 Legal Time Change

The Delivery Programmes sent by RTE include twenty-four (24) Hours.

On the day the legal time changes from winter time to summer time, the energy Supplier eliminates the 02:00-03:00 (2-3 a.m.) Hour.

On the day the legal time changes from summer time to winter time, the energy Supplier duplicates the 02:00-03:00 (2-3 a.m.) Hour.

8.3 Dispute settlement

Should any dispute arise regarding the interpretation or execution of the Sole Agreement, the Parties shall agree to meet to settle the matter amicably within a period of ten (10) Days from the receipt of a registered letter with acknowledgement of receipt, duly notified by either of the two Parties and specifying the reason for the dispute.

If the Parties fail to reach an amicable solution following a period of ten (10) Days as from this meeting, the most diligent Party shall refer the matter to the competent court, which shall be within whose jurisdiction RTE is domiciled.

8.4 Non-transferability of rights

In no form or under any circumstances whatsoever shall the Supplier transfer all or part of his rights and obligations resulting from the Sole Agreement, without RTE's prior written consent.

However, in the event of a written agreement between the Supplier and RTE, the Parties may be required to carry out a novation of the Sole Agreement: this may imply a prior qualification of a new entity for the Supplier, then the transfer of the existing contracts from the old to the new entity.



DEFINITIONS

Terms beginning with a capital letter, used in the General Agreement and/or Call for Tender Rules, and more generally in all the contractual documents, have the meanings attributed to them below (sorted by alphabetical order in original French):

Delivery Year (DY)	Period of time from 1 st January DY to 31 st December DY.
Appendix	Appendix to the General Agreement.
ARENH	Regulated Access to Historic Nuclear Power as mentioned in Article 1 of Law n°2010-1488 on New Organization of Market in Electricity dated 7 th December 2010 and codified in article L.336-1 of the French Energy Code.
General Agreement	This General Agreement applicable to energy and Capacity Guarantees purchases to compensate for grid Losses, as well as its Appendix, available at any time on the RTE Website.
Sole Agreement	The ensemble of General Agreement, Letters of Acceptance and Letters of Qualification, all of the Call for Tender Rules and Transactions, as well as the IS Rules.
Letter of Acceptance	Letter signed by the Supplier stating that he has accepted all of the provisions stipulated in the General Agreement (and its Appendix) in force on the day on which this letter was signed. The letter of Acceptance defines the field(s) of acceptance: energy and/or ARENH and/or Capacity Guarantees.
Letter of Qualification	Letter signed by RTE stating that RTE has accepted the Supplier's qualification. It defines the field(s) of acceptance: energy and/or ARENH and/or Capacity Guarantees.
Qualification File	Set of documents available on the RTE Website, and sent by RTE to a company seeking qualification for the purchase of energy and/or ARENH and/or Capacity Guarantees.
Eclipse	Electronic platform for exchanges between RTE and its Suppliers. Eclipse enables the Suppliers to access the calls for tender and to exchange contractual documents.
Imbalance	In the sense of the MA-RE Terms and Conditions, the difference, within the Perimeter, between the total amount of fed-in energy and the total amount of withdrawn energy including the energy delivered to compensate for grid Losses.
Fee	Applies to a price-indexed product (ARENH, HO).
Supplier	Company qualified by RTE for energy, ARENH and/or Capacity Guarantees purchases to compensate for grid Losses, and which is entitled to hold Transactions.
Capacity Guarantee (CG)	Property that has been certified by RTE through the Capacity Certification process. This property is defined by a power and a Delivery Year; it is incorporeal, fungible, exchangeable and transferable.
Hour	Period of sixty (60) minutes. Hourly references are based on French standard time.
Working Day	Every Day of the Week, except Saturday, Sunday and Public Holidays, such as defined by the French Code of Labour Law.
Day	Period of twenty-four (24) Hours, beginning at zero Hour (0:00:00) and ending at twenty-three Hours fifty-nine minutes and fifty-nine seconds (23:59:59).



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Month	Period beginning on the first Day of the month at zero Hour (00:00:00) and ending on the last Day of the month at twenty-three Hours fifty-nine minutes and fifty-nine seconds (23:59:59).
Party (or Parties)	RTE or the Supplier (or both).
Perimeter	All injections and withdrawals, the balance of which constitutes the Balance Responsible Entity's Imbalance a posteriori. These data are identified on the basis of the Balance Responsible Entity's prior attachment statement, in accordance with the MA-RE Terms and Conditions.
Losses	Difference between: <ul style="list-style-type: none">- The total energy measured at the injection points on the Public Transmission System plus Imports;- And the total energy measured at the withdrawal points on the Public Transmission System plus Exports.
ARENH Product	Delivery of a constant power to RTE for all the Hourly Intervals of the period considered, within the specific calls for tender for ARENH, as defined in CRE deliberation of 22 December 2011. The conditions in which this power is supplied and the related Capacity Guarantees are dealt with are detailed in the Call for Tender Rules.
Energy Product	Supply of power to RTE defined at the time of the signing of each Transaction for all the Hourly Intervals of the period considered. The conditions in which this power is supplied are detailed in a Delivery Programme.
Hourly Option (HO) Product	Supply of a variable power to RTE over the period considered. Prior to its implementation, this supply is detailed in a Delivery Programme defined by RTE.
Delivery Programme	RTE programme for the current day (Day D) for energy to be delivered by the Supplier as part of a Transaction. The template is provided in Appendix §3.1.
Default Delivery Programme	The Default Programme shall be applicable if no Delivery Programme is sent by RTE.
Call for Tender Rules	Document sent by RTE to the Suppliers during each call for tenders, including in the appendix, where applicable, the bid submission document to be used in the event of Eclipse entering degraded mode, and specifying in particular the object of the call for tender, the version of the General Agreement governing the call for tender, the definition of the products purchased, the characteristics of bids, bid admissibility criteria, start and finish dates and times of the call for tender, and of the availability of results.
RTE Capacity Mechanism's Rules	Refers to the rules governing the Capacity Mechanism, which are defined in the related Decree of 22 nd January 2015 (JORF n°0021 of 25 th January 2015) and its updates.
MA-RE Terms and Conditions	Refers to the rules governing Balance Responsibility, the Balancing Mechanism and Programming, as set out on the RTE Website.
IS Rules	Refers to the rules relative to access to the Information System and to the utilisation of RTE applications such as shown on the RTE Website (French document): https://www.services-rte.com/files/live/sites/services-rte/files/pdf/Annexe_SI_Generale_20181217_fra.pdf .



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Capacity Guarantees Registry	The Registry records all of the Capacity Guarantees deliveries, transactions and destructions. Each holder of Capacity Guarantees has an account on this Registry. RTE's Capacity Mechanism team manages this Registry.
Public Distribution System (PDS)	System made up of facilities included in the public power distribution concessions, in application of Articles L. 2224-31 and following of the General Code of Territorial Public Authorities, Article 23 of amended Act n° 46-628 of 8 April 1946, and Decree n°2005-172 of 22 February 2005, defining the composition of the public electricity transmission system and setting out the conditions for classifying facilities in the public energy distribution and transmission systems.
Public Transmission System (PTS)	Public electricity transmission system as referred to by Articles L.321-4 et L.321-5 of the French Energy Code, defining the composition of the public electricity transmission system and setting out the conditions for classifying facilities in the public energy distribution and transmission systems.
System(s)	The French Public Distribution System and/or French Public Transmission System.
Balance Responsible Entity	Natural person or legal entity financially responsible to RTE for the Imbalance in its Perimeter calculated a posteriori under the MA-RE Terms and Conditions.
RMC (Routeur Multi Canal)	Electronic platform for exchanges between RTE and its Suppliers. RMC enables RTE to send the Suppliers the Delivery Programmes and indicative invoicing documents.
"Administrator" Role	Role held by one natural person within the Supplier's organisation, who is responsible for managing the Supplier's data (update of the qualification documents, Eclipse and RMC users...). The Supplier has the choice to give or not a "Front Office" access to his "Administrator".
"Front Office" Role	Role held by one or more natural persons within the Supplier's organization, authorised to respond to calls for tender organized by RTE by submitting bids, on the Supplier's behalf, via Eclipse (or through the degraded mode if needed).
"Back Office" Role	Role held by one or more natural persons within the Supplier's organization, authorised to obtain knowledge of Transactions signed by RTE and to send back through Eclipse the countersigned contract.
"Visitor" Role	Role held by one or more natural persons within the Supplier's organization, authorised to Eclipse with a read-only access, and who does not receive any mail from Eclipse.
RTE	RTE Réseau de transport d'électricité SA, with head offices located at Immeuble WINDOW - 7C, Place du Dôme 92073 Paris la Défense CEDEX, France, a Limited Liability Company with Supervisory Board and Executive Board with a capital of €2,132,285,690, registered with the Trade and Company Register in Nanterre under the number 444 619 258, actions and proceedings through its legal representatives domiciled ex officio at said head offices.
Week	Period of seven (7) Days beginning on Monday at zero Hour (00:00:00) and ending on Sunday at twenty-three Hours fifty-nine minutes and fifty-nine seconds (23:59:59).



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RTE Website	RTE's official Internet site. The address is https://www.services-rte.com/en/learn-more-about-our-services/grid-losses-compensation.html
Transaction	<p>A Transaction is the material implementation of a Supplier's bid, proposed under the Call for Tender Rules and selected by RTE for all or part of the power proposed.</p> <p>For Energy Products, each Transaction is identified by a reference, a delivery period, a selected power value and a price (in €/MWh).</p> <p>For Hourly Option Products, each Transaction is identified by a reference, a delivery period, a power value and a Fee (in €/MWh).</p> <p>For ARENH Products, each Transaction is identified by a reference, a delivery period, a Transfer of Property date for the related Capacity Guarantees, a selected power value and a Fee (in €/MWh).</p> <p>For Capacity Guarantees, each Transaction is identified by a reference, a related application period, a Transfer of Property date, a selected power value and a price (in €/MW).</p>
Transfer of Property	Capacity Guarantees Transfer of Property between two legal persons, both of whom are recorded in the Registry. A Transfer of Property consists of the transfer of an amount of Capacity Guarantees from the holder Account to the buyer Account, without any mention to its price.



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APPENDIX

1 – Contract templates

1.1 – Energy contract template



Energy Purchase

Results of the call for tender organized by RTE on 01/01/2021

Date : 01/01/2021	
FROM : Alain WEIL Finance Department	TO : Jean MARTIN LOSSES SUPPLIER
Phone : 33 (0)1 79 24 81 84	Phone : 33 (0)1 01 01 01 01

Dear Madam or Sir,

As a result of the call for tender that RTE has organised, we are pleased to announce you that we have **accepted your offers listed in the herebelow table.**

Yours faithfully,

Reference Documents :
General Agreement n°: PE-07-2021 – Version n°6 – Date of application : July 1 st 2021 – Supplier's Ref.: 4500123456
Tender Rules dated: 01/01/2021

LOSSES SUPPLIER – 01/01/2021						
Period	Product	Power (MW)	Divis.	Price/fee (€/MWh)	Offer N°	Contract Reference
Y-2023	Base	5	Yes	40.00	1	0123-010121-123456-Y-2023-Base1
Y-2024	Peak	3	Yes	60.00	4	0123-010121-123456-Y-2024-Peak4

RTE	LOSSES SUPPLIER
Name : Alain BOURRAT Function : Directeur du Département Financement Trésorerie Date : 01/01/2021 Signature : 「	Name : Function : Date : Signature :

RTE Réseau de transport d'électricité SA
Société anonyme à conseil de surveillance et directeur au capital de 2 132 285 690 €
444 619 258 RCS Nanterre - Identifiant TVA : FR19444619258
ADRESSE: 7C place du Dôme 92073 Paris La Défense Cedex
CODE SIRET 444 619 258 02482 - CODE APE : 401 C



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1.2 – Capacity Guarantees contract template



Capacity Guarantees Purchase

Results of the call for tender organized by RTE on 01/01/2021

Date : 01/01/2021	
FROM : Alain WEIL Finance Department	TO : Jean MARTIN LOSSES SUPPLIER
Phone : 33 (0)1 79 24 81 84	Phone : 33 (0)1 01 01 01 01

Dear Madam or Sir,

As a result of the call for tender that RTE has organised, we are pleased to announce you that we have **accepted your offers listed in the herebelow table**. The capacity guarantee transfer must be done before 01/03/2021.

Yours faithfully,

Reference Documents :
General Agreement n° : PE-07-2021 – Version n°6 – Date of application : July 1 st 2021 – Supplier's Ref.: 4500123456
Tender Rules dated: 01/01/2021

LOSSES SUPPLIER – 01/01/2021						
Period	Product	Power (MW)	Divis.	Price/fee (€/MW)	Offer N°	Contract Reference
Y-2021	GC	10	Yes	30000.0	1	0123-010121-123456-Y-2021-GC1
Y-2022	GC	20	Yes	40000.0	4	0123-010121-123456-Y-2022-GC4

10.0 MW of Y-2021 Capacity Guarantees and 20.0 MW of Y-2022 Capacity Guarantees must be transferred before 01/03/2021.

RTE	LOSSES SUPPLIER
Name : Alain BOURRAT	Name :
Function : Directeur du Département Financement Trésorerie	Function :
Date : 01/01/2021	Date :
Signature : 「	Signature :

RTE Réseau de transport d'électricité SA
Société anonyme à conseil de surveillance et directrice au capital de 2 132 285 690 €
444 619 258 RCS Nanterre - Identifiant TVA : FR19444619258
ADRESSE: 7C place du Dôme 92073 Paris La Défense Cedex
CODE SIRET 444 619 258 02482 - CODE APE : 401 C



2 – REMIT reporting

Transactions to be reported are distinguished between standard contract and non-standard contract, as mentioned in article 2 of the Implementing Act. The energy transactions concluded as part of the compensation for RTE grid Losses are considered:

- As standard contracts for Baseload and Peakload Energy Products;
- As non-standard contracts for ARENH and HO Products.

Standard contract reporting implies a single report within the 24 hours following the transaction.

Non-standard contract reporting implies two kinds of report:

- Declaration: a first type of reporting that needs to be made before a deadline of one month after the trade has taken place;
- Execution: a second type of reporting that needs to be made after invoicing, on a monthly basis, one month after the delivery month and until the last delivery month of the underlying contract.

Capacity Guarantees transactions do not require a report.

2.1 – Particularities of RTE grid Losses report

The content of transaction's report must comply with major specificities:

- Actor identifier: use of EIC code (both for RTE and the Supplier);
- Transaction reference: use of the reference provided by RTE in the contract established after the call for tender;
- Price formula (non-standard contracts): the dedicated formula for ARENH and HO products are specified in the table below.

2.2 – Example of RTE's recommendation

The tables below introduce the mandatory fields to complete in the REMIT report, for all possible cases. The column "N°" refers to the field identifier in the "Transaction Reporting User Manual" v.4.0 from ACER.

Please note that ACER formats may lead to different equivalent possibilities for completing these reports.



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Standard Report (Base/Peak Energy Products)

N°	Field	Comment
Parties to the contract		
6	<reportingEntityID>	EIC code of the reporting entity
	<RecordSeqNumber>	
1	<idOfMarketParticipant>	EIC code of the Supplier
3	<TraderID>	
4	<otherMarketParticipant>	<eic>10XFR-RTE-----Q</eic>
10	<tradingCapacity>	
11	<buySellIndicator>	
Contract details (<contractInfo> section)		
21	<contractId>	
22	<contractName>	<i>BILCONTRACT</i>
23	<contractType>	
24	<energyCommodity>	
26	<settlementMethod>	
27	<organisedMarketPlaceIdentifier>	
28	<contractTradingHours>	<startTime>00:00:00Z</startTime> <endTime>23:59:59Z</endTime>
48	<deliveryPointOrZone>	
49	<deliveryStartDate>	
50	<deliveryEndDate>	
52	<loadType>	Base : <i>BL</i> / Peak : <i>PL</i>
53	<daysOfTheWeek>	Base : <i>MOtoSU</i> / Peak : <i>MOtoFR</i>
54	<loadDeliveryStartTime>	UTC, depends on Base or Peak and the product
54	<loadDeliveryEndTime>	UTC, depends on Base or Peak and the product
Transaction details		
30	<transactionTime>	UTC, timestamp given in the contract
31	<uniqueTransactionIdentifier>	Transaction reference given by RTE
35	<priceDetails><price>	
37	<priceDetails><priceCurrency>	
38	<notionalAmount>	
39	<notionalCurrency>	
40	<quantity><value>	
42	<quantity><unit>	
41	<totalNotionalContractQuantity> <value>	
42	<totalNotionalContractQuantity> <unit>	
58	<actionType>	



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Non Standard Report (ARENH and HO products): Declaration

N°	Field	Comment
Parties to the contract		
5	<reportingEntityID>	EIC code of the reporting entity
	<RecordSeqNumber>	
1	<idOfMarketParticipant>	EIC code of the Supplier
3	<otherMarketParticipant>	<eic>10XFR-RTE-----Q</eic>
9	<tradingCapacity>	
10	<buySellIndicator>	
Contract details (<contractInfo> section)		
11	<contractId>	
12	<contractDate>	Transaction Date as YYYY-MM-DD
13	<contractType>	
14	<energyCommodity>	
15	<priceFormula>	ARENH: $0.964 * ARENHRegulatedPrice + (1 - 0.964) * EpexSpotFrenchDayAheadAuctionHour + Fee$ HO: $EpexSpotFrenchDayAheadAuctionHour + Fee$
21	<volumeOptionality>	ARENH: not applicable / HO: V
22	<volumeOptionalityFrequency>	ARENH: not applicable / HO: H
23	<capacity><value>	ARENH: not applicable / HO: 0
23	<capacity><unit>	ARENH: not applicable
23	<startDate>	ARENH: not applicable
23	<endDate>	ARENH: not applicable
23	<capacity><value>	ARENH: not applicable / HO: selected power value
23	<capacity><unit>	ARENH: not applicable
23	<startDate>	ARENH: not applicable
23	<endDate>	ARENH: not applicable
24	<typeOfIndexPrice>	ARENH: C / HO: I
25	<fixingIndex>	<i>EpexSpotFrenchDayAheadAuctionHour</i>
26	<fixingIndexType>	SO
27	<fixingIndexSource>	<i>European Power Exchange, EPEX SPOT</i>
28	<firstFixingDate>	Day before the first delivery day
29	<lastFixingDate>	Day before the last delivery day
30	<fixingFrequency>	D
25	<fixingIndex>	ARENH only: <i>ARENHRegulatedPrice</i>
26	<fixingIndexType>	ARENH only: OT
27	<fixingIndexSource>	ARENH only: <i>NRA/Ministry</i>
28	<firstFixingDate>	ARENH only
29	<lastFixingDate>	ARENH only
30	<fixingFrequency>	ARENH only
31	<settlementMethod>	
41	<deliveryPointOrZone>	
42	<deliveryStartDate>	



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43	<deliveryEndDate>	
44	<loadType>	ARENH: BL / HO: OT
45	<actionType>	


Non Standard Report (ARENH and HO products): Execution

N°	Field	Comment
Parties to the contract		
6	<reportingEntityID>	EIC code of the reporting entity
	<RecordSeqNumber>	
1	<idOfMarketParticipant>	EIC code of the Supplier
4	<otherMarketParticipant>	<eic>10XFR-RTE-----Q</eic>
10	<tradingCapacity>	
11	<buySellIndicator>	
Contract Details (<contractInfo> section)		
21	<contractId>	
22	<contractName>	EXECUTION
23	<contractType>	
24	<energyCommodity>	
26	<settlementMethod>	
27	<organisedMarketPlaceIdentifier>	
28	<contractTradingHours>	<startTime>00:00:00Z</startTime> <endTime>23:59:59Z</endTime>
48	<deliveryPointOrZone>	
49	<deliveryStartDate>	
50	<deliveryEndDate>	
52	<loadType>	ARENH : BL / OH : OT
53	<daysOfTheWeek>	MOtoSU
54	<loadDeliveryStartTime>	UTC
54	<loadDeliveryEndTime>	UTC
Transaction details		
30	<transactionTime>	UTC, timestamp given in the contract
31	<uniqueTransactionIdentifier>	Transaction reference_YYYYMM With YYYYMM = Year and month of delivery
32	<linkedTransactionId>	Transaction reference given by RTE
35	<priceDetails><price>	
37	<priceDetails><priceCurrency>	
38	<notionalAmount>	
39	<notionalCurrency>	
40	<quantity><value>	
42	<quantity><unit>	
41	<totalNotionalContractQuantity><value>	
42	<totalNotionalContractQuantity><unit>	
58	<actionType>	



3 - Delivery

3.1 – Delivery Programme template

 Rte Réseau de transport d'électricité		DELIVERY PROGRAMME	
RTE grid loss compensation			
FROM : RTE-CNES +33 (0)1 41 66 72 29 / +33 (0)1 41 66 72 30	TO :	DELIVERY PROGRAMME	
TELEPHONE/FAX : +33 (0)1 41 66 72 29 / +33 (0)1 41 66 72 30	TEL :	DELIVERY PROGRAMME	
Delivery date : DDDMMYYYY	FAX :	DELIVERY PROGRAMME	
Delivery date : DDDMMYYYY	e-mail : XXXXXXXXXX@XXXV-SERVICES.RTE-FRANCE.COM	DELIVERY PROGRAMME	
Power to deliver for each deal (in MW) Transactions n°	07-07 07-08 07-09 07-10 07-11 07-12 07-13 07-14 07-15 07-16 07-17 07-18 07-19 07-20 07-21 07-22 07-23 07-24 07-25 07-26 07-27 07-28 07-29 07-30 07-31 08-01 08-02 08-03 08-04 08-05 08-06 08-07 08-08 08-09 08-10 08-11 08-12 08-13 08-14 08-15 08-16 08-17 08-18 08-19 08-20 08-21 08-22 08-23 08-24 08-25 08-26 08-27 08-28 08-29 08-30 08-31 09-01 09-02 09-03 09-04 09-05 09-06 09-07 09-08 09-09 09-10 09-11 09-12 09-13 09-14 09-15 09-16 09-17 09-18 09-19 09-20 09-21 09-22 09-23 09-24 09-25 09-26 09-27 09-28 09-29 09-30 10-01 10-02 10-03 10-04 10-05 10-06 10-07 10-08 10-09 10-10 10-11 10-12 10-13 10-14 10-15 10-16 10-17 10-18 10-19 10-20 10-21 10-22 10-23 10-24 10-25 10-26 10-27 10-28 10-29 10-30 10-31 11-01 11-02 11-03 11-04 11-05 11-06 11-07 11-08 11-09 11-10 11-11 11-12 11-13 11-14 11-15 11-16 11-17 11-18 11-19 11-20 11-21 11-22 11-23 11-24 11-25 11-26 11-27 11-28 11-29 11-30 12-01 12-02 12-03 12-04 12-05 12-06 12-07 12-08 12-09 12-10 12-11 12-12 12-13 12-14 12-15 12-16 12-17 12-18 12-19 12-20 12-21 12-22 12-23 12-24 12-25 12-26 12-27 12-28 12-29 12-30 12-31	DELIVERY PROGRAMME	
FFFF-DDMMYY-X-ZZZZZ-BE FFFF-DDMMYY-X-ZZZZZ-ARENH FFFF-DDMMYY-X-ZZZZZ-ON ...	DELIVERY PROGRAMME		
Total delivery expected	DELIVERY PROGRAMME		
Summary ("Total...")	DELIVERY PROGRAMME		
BE	DELIVERY PROGRAMME		
OH	DELIVERY PROGRAMME		
ARENH	DELIVERY PROGRAMME		
...	DELIVERY PROGRAMME		
Total delivery expected	DELIVERY PROGRAMME		
RTE - CNES 204, Boulevard Anable France 93206 Saint Denis cedex TEL : +33(0)1 41 66 72 29 FAX : +33 (0)1 41 66 72 30	Date d'envoi : DDDMMYYYY	DELIVERY PROGRAMME	



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3.2 – Delivery Programme access (RMC platform)

The download interface of the RMC platform enables the Supplier to get the files at his disposal (Delivery Programme, but also invoicing elements) by simple download from a browser.

It is accessible at the following URL:

<https://portail.iservices.rte-france.com/RmcTelechargement/>

The interface is structured as follows:

The screenshot shows the 'RMC - Téléchargement' interface. At the top, there is a header with the Rte logo and 'Test RMC02 | TEST16eFO'. Below this is a blue bar with 'RMC - Téléchargement'. The main content area is titled 'Fichiers téléchargeables' and contains a search and filter section with 'Application : Tous', 'Code flux : Tous', 'Début de l'intervalle de réception : 28/09/2016', 'Fin de l'intervalle de réception : 28/09/2017', and 'Statut : ARCHIVE'. Below this is a table with 11 rows of data. The table has columns for 'Application', 'Code Flux', 'Date d'arrivée', 'Nom du fichier', and 'Statut'. The data rows are as follows:

Application	Code Flux	Date d'arrivée	Nom du fichier	Statut
R1	RL-F-111-F	10/08/2017 11:28:30	1-101-ans-111-111.xls	Archive
R2	RL-F-MNL-Z	10/08/2017 11:22:30	1-101-ans-111-111.xls	Archive
R1	RL-F-HTTP	10/08/2017 10:58:00	1-101-ans-111-111.xls	Archive
R1	RL-F-MNL	10/08/2017 10:56:30	1-101-ans-111-111.xls	Archive
R1	RL-J-MNL	13/07/2017 15:31:56	1-101-ans-111-111.xls	Archive
R1	RL-J-MNL	13/07/2017 15:29:13	1-101-ans-111-111.xls	Archive
R1	RL-J-HTTP	13/07/2017 15:18:32	1-101-ans-111-111.xls	Archive
R1	RL-J-MNL	13/07/2017 15:12:45	1-101-ans-111-111.xls	Archive
R1	RL-J-HTTP	13/07/2017 12:15:59	1-101-ans-111-111.xls	Archive
R1	RL-J-MNL	13/07/2017 10:56:27	1-101-ans-111-111.xls	Archive
R1	RL-F-HTTP	13/07/2017 11:33:00	1-101-ans-111-111.xls	Archive

The files to download are named in the following form:

- Fax_nomFournisseur_AAAAMMJJ.xls.zip for Delivery Programmes ;
- Mail_GCP_nomFournisseur_AAAAMMJJ_AAAAMMJJ.xls.zip for invoices elements (for information only).



4 - Invoicing

4.1 – Dematerialization Benefits

For a quick and efficient invoice processing, RTE strongly suggests the Supplier to register to the Cegedim SY platform. There are many benefits:

- To prevent loss of invoices;
- To reduce invoice processing time, and so the payment processing time;
- To ensure the proper integration of the invoices in RTE's IT;
- To follow the state and the payment processing in real-time with an unique and simple portal;
- To facilitate exchanges between the Supplier and RTE about invoicing with a unique portal.

4.2 – Registration process

The registration process includes the following steps:

1. The Supplier asks for registration (or adding RTE account if the Supplier is already registered in the Cegedim SY Portal with other clients) at the following email address:

rte-factures-demat-fiscale@rte-france.com

 - For this request, please provide the contact and the email address of the person in charge of administrating the portal
 - Please provide the VAT code of the company
2. RTE proceeds to the registration
3. The administrator receives an email to register on the Cegedim SY portal (or a notification on his SY account to add RTE account)
 - The Administrator clicks on « Accéder au portail » and sets his login and password
4. The Supplier registers all the entities of his company on Cegedim SY portal

4.3 – Compulsory statements on the invoice

For a proper processing of your invoice and to prevent any rejection, the Supplier shall indicate the following elements on each invoice:

- A valid order number (starts with « 4500 »)
- An invoice made out to RTE
- The intercommunity VAT number of the Supplier
- Bank details associated with the payment (consistent with those filled in "Supplier Information Form")



5 - GDPR

5.1 - Processing of personal data and compliance with the French Data Protection and Civil Liberties Act

In accordance with French Law no. 78-17 of 6 January 1978, as amended, relating to data processing, files and civil liberties, and with the EU's General Data Protection Regulation (GDPR) (EU) 2016/679, the automated processing of personal data undertaken as part of the RTE applications was the subject of an entry (under the reference DSIT/DPCM/2016/1) in the register kept by RTE's Data Protection and Civil Liberties Correspondent (hereinafter referred to as "CIL").

Personal data is defined as any element that can be used, directly or indirectly, to identify a natural person.

The processing of personal data should be understood, within the meaning of Law No 78-17 of 6 January 1978 referred to as the "Data Protection and Civil Liberties" act, as any operation or set of operations relating to personal data (hereinafter "Personal Data"), regardless of the process used, including, but not limited to, the collection, registration, organization, archiving, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or by any other form of access, reconciliation or interconnection, and including locking, erasure or destruction.

5.2 - Information on processing carried out in conjunction with the Services

In order to provide effective information about the processing of Personal Data required for the functioning of the applications, RTE is making the statement entered in its processing log available to the public. This statement can be provided by submitting a request to RTE's Data Protection and Civil Liberties Correspondent (see address in paragraph 5.2.4).

Personal data gathered in conjunction with this website is processed under the responsibility of the data controller, within the meaning of the "Data Protection and Civil Liberties" act, is the Chief Finance Officer.

This personal data is processed with the ultimate aim of authenticate anyone who participate to the energy and capacity guarantee tenders organised by RTE and to collect data for contacting them.

Users are informed, in particular, that the personal information voluntarily provided by them via the access form to the Eclipse application is intended for the exclusive use of RTE, its subsidiaries and its technical service providers, if any. This information may be used to respond to users' requests, provided that they have provided all necessary data to process their requests. The collected data shall not be shared outside the European Union.

Currently, personal data processing is optional. However, refusing data processing prevents RTE from giving access to the applications.

User consent is legally required before their data can be processed.

The data is stored for as long as users continue to use the RTE applications. The data is deleted no later than 3 months after the date on which a user's application account is closed.



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5.2.1 - Right of access to Personal Data

In accordance with the provisions of article 39 of the French "Data Protection and Civil Liberties" act, all physical persons providing proof of their identity are entitled to access any Personal Data concerning them that is held for processing. Accordingly, anyone may notably request the following:

- Confirmation that Personal Data concerning them is or is not processed;
- Information related to processing (data, purpose of processing, recipients);
- Disclosure of Personal Data concerning them.

5.2.2 - Right to rectify Personal Data

In accordance with the provisions of article 40 of the French "Data Protection and Civil Liberties" act, anyone capable of proving their identity may request that Personal Data concerning them be rectified, supplemented, updated, locked or deleted if such data is inaccurate, incomplete, ambiguous or out of date, or if the collection, use, disclosure or archiving of such data is prohibited.

Pursuant to this request, the data controller will justify to the requesting party (at no cost to him or her) that the requested operations have been carried out.

5.2.3 - Right to object to the processing of Personal Data

In accordance with the provisions of article 38 of the French "Data Protection and Civil Liberties" act, anyone has the right to object to the processing of Personal Data concerning them. The requesting party must have legitimate grounds to oppose such processing.

5.2.4 - Procedures for exercising your rights

To exercise these rights to access, rectify or, where appropriate, object to personal data concerning you, you may contact RTE's Data Protection and Civil Liberties correspondent with proof of your identity (i.e. a copy of a currently valid ID document) at the following address:

Correspondant Informatique et Libertés
Immeuble WINDOW
7C Place du Dôme
92073 PARIS LA DEFENSE CEDEX

Or by sending an email to: [**rte-informatique-et-libertes@rte-france.com**](mailto:rte-informatique-et-libertes@rte-france.com)

In accordance with the provisions of article 94 of the Decree of 20 October 2005 enacted pursuant to Law No 78-17 of 6 January 1978, you will receive a reply within a maximum of two months.