Le réseau de transport d'électricité

Market Rules

0. General Provisions

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The following translation is not binding

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0. General Provisions

0.A. Definitions

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

Terms	Definitions
Abatement	Amount requested by RTE from a Participant due to Failure of a Frequency Control.
Participation Agreement	A contract agreed between RTE and a Participant whereby the Participant undertakes to comply with the General Provisions and Specific Provisions of a Chapter in the Market Rules. Each Participation Agreement shall be in accordance with the template attached in the Annex of the relevant Chapters.
LFC Block Operation Agreement	Multi-party agreement between the Transmission System Operators (TSOs) of an LFC Block if this block is operated by several TSOs, and operational methodology for the LFC Block adopted unilaterally by the relevant TSO if this block is managed by one TSO.
Reserve Purchaser	Participant who acquires reserves.
Obligated Purchaser of Losses	Purchaser of Losses subject to the Capacity Obligation.
Purchaser of Losses (PL)	Public Transmission System Operator or Distribution System Operator located in mainland France, supplying itself with power to compensate for its power losses.
DSO-P Purchaser	Entity having signed a DSO-P Contract with the DSO, with a view to proposing a Single Contract for Generation to Consumers engaging in self-consumption within the meaning of Article L315-1 of the French Energy Code.
Mandatory Electricity Purchaser	Depending on the case: Electricité de France or a Local Distribution Company responsible for supplying energy in its service zone, responsible for signing a contract for the purchase of the energy generated on national territory by Generation Facilities requesting it, under the terms set out in articles L.311-10 and L.314-1 of the French Energy Code; - or an authorised body as mentioned in article L. 314-6-1 of the French Energy Code for which a purchase agreement may be transferred pursuant to this same article.

Stakeholder	Can be a Participant, System Operator, User or Electricity Supplier.
Market Participant at Interconnections	Participant that has signed a Participation Agreement relating to the terms and conditions for accessing the PTS for Imports and Exports to establish Import or Export Schedules.
Balancing Service Provider	Participant that has signed a Participation Agreement to the Rules relating to the Balancing Mechanism allowing them to submit bids to the Balancing Mechanism.
Integrated Party	A legal entity having the status of both Obligated Party and Generation or Demand Response Capacity Operator.
Obligated Party	Party subject to the Capacity Obligation as defined in these Rules. Obligated Parties are of three types: Suppliers, Obligated Purchasers of Losses and Obligated Consumers.
Direct Activation of mFRR (Direct Activation)	Activation of a Standard manual Frequency Restoration Reserve (mFRR) Bid in accordance with the following characteristics: - Preparation lead time of 2.5 minutes - Activation time of 10 minutes required to achieve the expected power - Step time of 6 to 19 minutes depending on the Balancing Start Time - Deactivation time of 10 minutes required to return to the initial power before the Balancing Order A Direct Activation can only take place between two Scheduled Activations.
Scheduled Activation of mFRR (Scheduled Activation)	Activation of a Standard manual Frequency Restoration Reserve (mFRR) Bid in accordance with the following characteristics: - Preparation lead time of 2.5 minutes - Activation time of 10 minutes required to achieve the expected power - Step time of 5-minute centred on the bid Delivery Period - Deactivation time of 10 minutes required to return to the initial power before the Balancing Order
Affiliate	In relation to a given Participant, this means any other Controlling Participant, controlled by or under the same control as that first Participant. For the purposes of this definition, the term “control” (and the terms “controlling”, “controlled by” and “under the same control as”) means the direct or indirect possession of more than 50% of the voting rights, or the power to nominate a majority of the members of the Executive Body of the Participant.

aFRR Local Marginal Price (aFRR LMP) France	Marginal price France reported by RTE SCADA (Supervisory Control and Data Acquisition) for automatic Frequency Restoration Reserve energy in the event that the activation of the automatic Frequency Restoration Reserve is performed by merit order.
Transfer Agent	The entity or entities responsible for transferring net positions between different Central Counterparties.
mFRR/RR Approval or Technical Approval	The technical approval of a Balancing Entity (BE) for the mFRR and the Replacement Reserve which certifies that the BE meets the technical characteristics of the mFRR/RR Terms and Conditions.
Load Reduction Technical Approval	Approval issued by RTE under articles L271-2 and R271-2 of the French Energy Code, certifying the capacity of a legal entity acting as a Demand Response Aggregator (DRA) on the NEBEF mechanism (block exchange notification of demand response mechanism) or as a Balancing Service Provider on the Balancing Mechanism (BM) to implement demand responses.
Technical Incident	Specific cases that make it impossible for the Participant to fulfil the Initial Commitments.
Explicit Allocation or Explicitly Allocate	The Allocation workflow, e.g. the Cross-Border Capacity Auctions, allows the allocation of the sole Capacity, which is separate from the energy exchanges.
Implicit Allocation or Implicitly Allocate	The Allocation workflow, e.g. the Intraday Market Coupling or the Day Ahead Market Coupling, allows the allocation of Capacity and energy simultaneously.
Allocation or Allocate	The workflow by which the Interconnection Capacity is assigned to the Participant in response to a request for Interconnection Capacity. There are several Allocation Mechanisms for different timescales.
Delivery Year (DY)	Calendar year, from January 1 to December 31.
Rolling Year	Period of 12 Months commencing on a given date.
Annex	An annex to the Rules.
Call for Tenders for New Capacities (AOLT)	Call for tenders for new capacity as described in Articles R335-71 et seq. of the French Energy Code.
Uncontrolled Hydropower Input	Hydropower input with an intermittent nature for the Reserve Provider (rain, melted snow or input from the hydraulic management of other stakeholders within the same catchment area), and, within the framework of the Rules, no longer allowing the Reserve Providing Groups concerned to participate in automatic frequency control without discharging part of these inputs.
ARENH	Regulated Access to Incumbent Nuclear Electricity.

Article	Division of a Chapter or General Provisions describing one or more provisions of the Rules.
Automatic Network Control Device	Device for Automatic Activation of Specific Balancing Bids responding to changes in the physical grid case on the Network and with the aim of resolving Network Congestion.
Auxiliaries	Technical components necessary for the operation of one or more Generation Units associated with a Generation Site and extracting electrical energy from the Network.
Amendment to the Bank Guarantee	Contractual document signed by the Guarantor and allowing the amount and/or duration of the first demand Bank Guarantee to be modified.
Fixed Scale	Scale established according to the characteristics of Consumption Sites whose demand is fully or partially reduced, defined in euros per megawatt hour for each Control Interval, according to which RTE calculates the amount of the payment due to the Suppliers of the Consumption Sites under the Regulated Payment Model who achieve Demand Reductions.
Exchanges Report	Report of purchases or sales made by a market participant on the active power exchanges in the French market.
Reserve Balance	For a Reserve Provider, the difference between, on the one hand, the scheduled Reserves and, on the other hand, the Reserves contracted to be supplied in accordance with their Reserve Obligation or Commitments and the total balance of Reserve Exchanges performed.
Global Consumption Total or BGC	Load Curve, for a BRP on a DSO's Network, calculated by RTE after Spatial Alignment of the estimated Load Curve, based on Load Curves sent by the DSO.
Daily Balance of Power Exchanges	Amount in MW for one Hour representing the degree of the Reserve Provider's financial exposure to RTE.
Block	Amount of energy declared by a Balance Responsible Party over a Time Interval. A Block comes from a Block Exchange Programme (PEB), for a Delivery Day D.
Load-Frequency Control Block or LFC block	A part of a synchronous area or a whole synchronous area, physically demarcated by measurement points at interconnections with other LFC blocks, made up of one or several LFC areas, operated by one or more TSOs fulfilling the load-frequency control obligations. France's LFC block structure, for which RTE is the block supervisor transmission system operator, within the Continental Europe Synchronous Area is identified and described in the joint proposal on the determination of LFC blocks in the Continental Europe Synchronous Area under the terms of Article 141, paragraph 2, of SOGL.
Matching	The step between RTE and another System Operator, after each nomination gate, with the purpose of agreeing on the implementation of the Schedules.
AOLT Specifications	Document laying down the technical and financial arrangements for the AOLT referred to in Article R335-71 of the French Energy Code. Published by RTE on its Website.

Public Transmission System (PTS) Specifications	Agreement governing the process by which the State grants RTE a concession to run the Public Electricity Transmission System, the purpose of which is the development, maintenance and operation of the PTS as described in Article L321-2 of the French Energy Code. The PTS Specifications are appended to the amendment of 30 October 2008 to the concession agreement of 27 November 1958 between the State and RTE.
Spatial Alignment	The workflow by which the theoretical Load Curve resulting from Profiling can be realigned according to a Load Curve recalculated on the basis of remote meter measurements.
Candidate	The legal entity wishing to apply for the AOLT or the annual, daily and/or supplementary call for tenders for FRR and RR capacity.
Capacity	Power of one or more Site(s), or physical rights for power transmission on an Interconnection, expressed in megawatts.
Constructive Capacity(ies) or Automatic Frequency Control Constructive Capacities	Has the meaning stated in the Technical Reference Documentation (DTR).
Certified Constructive Capacity(s)	Minimum certified volume of Frequency Containment Reserve and/or Automatic Frequency Restoration Reserve applicable to Production Units and Storage Units. The Certified Constructive Capacity value arises: - either from Units subject to an order relating to the technical requirements of design and operation for the connection, Automatic Frequency Control Constructive Capacities as defined by the connection report step 3; - or, for other Units, either prior connection agreements or performance commitments, or performance established through the "reference data and performance maintenance" specifications in the Technical Reference Documentation (DTR). The Certified Constructive Capacity value results from the application of the Qualification Criteria based on the requirements determined according to the two points above. The Certified Constructive Capacity value of a Reserve Providing Group is the sum of the Certified Constructive Capacity values of its Units.
Certified Market Capacity(ies)	Frequency Containment Reserve and/or Automatic Frequency Restoration Reserve values certified for an RPG and validated in the Qualification Certificate of the RPG.
Balancing Capacity	Maximum and minimum power variations, both upward and downward, that one or more Site(s) is (are) able to achieve during a balancing operation, expressed in kilowatts.

	In the special case of Consumption Sites belonging to a Profiled Consumption Balancing Entity (BE), the maximum upward variation is approximated by the Subscribed Power of the relevant Consumption Site and the other three values are considered to be nil;
Demand Response Capacity	Variation in power that one or more Consumption Site(s) is (are) able to achieve during a Demand Response.
Planned Demand Response Capacity	Demand Response Capacity for which the Consumption Sites used to justify the Certified Capacity Level are not all identified in the CE Certification Contract.
Demand Response Capacity In Service	Demand Response Capacity of one or more Consumption Sites with a System Access Contract. The Consumption Sites making up the Certified Entity (CE) are all identified in the Certification Contract.
Generation Capacity	The power from one or more Generation Site(s) that can be injected into the Network.
Planned Generation Capacity	Power of one or more Generation Site(s) whose proposed connection is confirmed by the payment of the obligatory down payment of the Technical and Financial Proposal (TFP).
Generation Capacity in Service	Power of one or more Generation Site(s) subject to a System Access Contract.
Interconnection Capacity	A physical right for power transport on an Interconnection, for import or export, expressed in Megawatts.
Reserved Capacity	Sum of the Commitments of the Participant.
CARD or Distribution System Access Contract	Contract within the meaning of Article L111-91 of the French Energy Code, concluded between a User and a DSO for a Site, and entitling the contractor to access the Public Distribution System.
CART or Transmission System Access Contract	Contract within the meaning of Article L111-91 of the French Energy Code, concluded between a User and RTE for a Site, and entitling the contractor to access the Public Transmission System.
Demand Response Category	Category defined by order of the Minister responsible for Energy, pursuant to Article L271-1 of the French Energy Code.
Qualification Certificate (or Qualified, Qualification, or Certification of Qualification)	Certificate issued by RTE to a Reserve Providing Group concerning its capacity to supply the Frequency Containment Reserve or Automatic Frequency Restoration Reserve.
Chapter	Division of Market Rules containing the Specific Provisions of a French electricity market mechanism and organised into Articles.
Time Series	Set of values covering a Day in Hourly, Half-Hourly, Quarter-Hourly, 10-Minute, or 5-Minute Intervals.
Achieved Load-Reduction Time Series	A set of values covering one Day in Control Intervals and kilowatts of load-reduction performed by a Demand Response Entity, established by RTE.

Achieved Shifted Load Time Series	A set of values covering one Day in Control Intervals and kilowatts of the Retained Shifted Consumption by a Demand Response Entity, established by RTE.
Distribution Key	Set of values, the sum of which is equal to one (1), which allows allocation of the energy volume corresponding to a Balancing Order, a Retained Load Reduction Schedule, the Volume Achieved, an Achieved Load Reduction Time Series, or a frequency control energy according to a sub-unit of a BE, DRE, or RPG.
Distribution Key by Electricity Supplier, and Fixed Scale	Distribution of Subscribed Power within a Balancing Entity or Profiled Demand Response Entity between the different Electricity Suppliers to which the Profiled Consumption Sites that make up the Entity are attached and the fixed scales to which the Profiled Consumption Sites are attached.
EIC Code	A system for uniquely identifying stakeholders and objects (e.g.: entities, zones, measuring points, interconnections) on the power system, defined by the ENTSO-E (European Network of Transmission System Operators for Electricity).
Profiling Governance Committee (PGC)	Committee proving a dialogue process on changes to Profiling.
Electricity Transmission System Users Committee (*Comité des Utilisateurs du Réseau de Transport d'Electricité* - CURTE)	Committee of Electricity Transmission System Customer Users.
Market Access Commission (*Commission Accès au Marché* - CAM)	Market Access Commission, subgroup of the Electricity Transmission System Customer Users Committee.
French Energy Regulatory Commission (*Commission de Régulation de l'Energie* - CRE)	Independent regulatory authority responsible for regulating the energy sector in France, whose scope of work, organisation, operation, remit and powers of investigation and control are defined in Articles L131-1 to L135-16 of the French Energy Code.
AOLT Remuneration Supplement	Remuneration Supplement paid within the framework of the AOLT Contract. In the event that it is positive, RTE shall pay this supplement to the Contract Winner from the Multi-annual Contracting Mechanism Fund. If it is negative, the Contract Winner shall pay the absolute value of this supplement to the Multi-annual Contracting Mechanism Fund.
Meter	Active and/or Reactive Energy measurement device that can also store the measured energies for a fixed period.
Bid Usage Conditions (*Conditions d'Utilisation de l'Offre* - CUO) or Usage Conditions	Parameters specified by the Balancing Service Provider that RTE undertakes to respect in the use of a defined Specific Balancing Bid.
Network congestion	Power system grid case where the Reliability Terms and Conditions are no longer satisfied locally, taking into account the distribution of the Injections and Extractions in a given zone of the Network.
Obligated Consumer	Consumer subject to a Capacity Obligation.

Consumer or End Consumer	Consumer as defined by Article L331-2 of the French Energy Code.
Adjusted Consumption	The Adjusted Consumption of a Remotely-Read Consumption Site, over a given time interval, corresponds to the corrected Non-Block Consumption of the balancing, demand response and frequency control energy volumes achieved by the Site according to the Corrected Payment Model.
Observed Profiled Consumption of an Obligated Party	Time series of power values by Time Interval, used in the calculation of the Reference Power of an Obligated Party.
Non-Block Consumption	The Non-Block Consumption of a Remotely-Read Consumption Site, over a given time interval, corresponds to the difference between the energy extracted by the Site and the energy of the Block Exchange Schedule provided to the Site within the framework of the BRP-Site NEB.
AOLT Contract	Contract signed by RTE and an AOLT Winning Bidder and referred to in Article R335-71 of the French Energy Code.
Upstream D-1 Framework Agreement	The purpose of the contract is to define the technical, financial and legal terms of the agreements that may be concluded between RTE and the Participant in advance of the day ahead (D-1) with the aim of avoiding network congestion on the Public Transmission System.
System Access Contract or CAR	Contract allowing a Site to either access directly the Transmission System (CART) or the Distribution System (CARD or single contract or integrated contract) or indirectly (Metering Data Service Contract).
Losses Purchase Contract	Contract for the purchase of energy by RTE as compensation for power losses on the PTS.
Interruptibility Contract	Contract concluded between RTE and a Consumption site directly connected to the Public Transmission System relating to demand response within the framework of the RTE Defence Plan established pursuant to Regulation (EU) 2017/2196 establishing a network code for a state of emergency and system restoration.
Purchase Obligation Contract	Contract concluded between a Generation Capacity Operator and a Mandatory Electricity Purchaser under the Purchase Obligation mechanism.
Certification Contract	Contract concluded between RTE and the Contractor of a Certification Entity for a given Delivery Year.
Coordination Planning Contract	Contract under which RTE and a Scheduling Agent agree on the consultation and coordination procedures for carrying out maintenance, renewal, development and repair work on the PTS structures.
Pre-Certification Contract	Contract concluded between RTE and the Operator of Cross-Border Capacity for a given Delivery Year. The Pre-Certification Contract is required to be able to purchase Access Tickets up to the Pre-Certified Capacity Level.
Additional Services Contract	Contract relating to the performance of services on an exclusive basis by the Public Electricity Network Operators, in accordance with Article L341-3 paragraph 3 of the French

	Energy Code, at the request of a Generator, a Consumer or, if relevant, a Balance Responsible Party.
Metering Data Service Contract	Contract which RTE or a DSO may enter into with a Generator or a Consumer for a Site which is not directly connected to the Network (metered site). This contract provides for the designation of a Balance Responsible Party to which the metered Site is attached and the description of the terms for metering and invoicing for the energy delivered to this metered Site. The metering data service may be included in an Additional Services Contract, in which case the Metering Data Service Contract refers to the Additional Services Contract.
Demand Response Contract	The contract signed between RTE and a contract winner in a call for tender for the development of power consumption demand response capacities pursuant to Article L271-4 of the French Energy Code.
DSO-Purchaser Contract or DSO-P Contract	Contract concluded, including its annexes, between the DSO and a DSO-P Purchaser, relating to the access and use of the PDS. It is concluded with a view to enabling the DSO-P Purchaser to offer to Consumers engaged in individual self-consumption, within the meaning of Article L315-1 of the French Energy Code, a Single Contract for Generation, in the event of injection into the PDS of surplus energy produced and not self-consumed.
DSO-Supplier Contract or DSO-S Contract	Contract concluded, including its annexes, between the DSO and a Supplier, relating to the access and use of the PDS. It is concluded pursuant to Article L111-92 of the French Energy Code, with a view to enabling the Supplier to offer Consumers a Single Contract and, if relevant, a Single Contract for Generation.
Integrated Contract	A contract concluded between the historic Supplier and a Consumer. The purpose of this contract is to define the terms for electricity supply at regulated sales tariffs as well as the technical, legal and financial terms for access to the Public Electricity Network.
Single Contract	Contract combining the supply of electricity, access to and use of the PDS, signed between a Consumer and a single Supplier for one or more Delivery Points.
Single Contract for Generation	Contract covering the purchase of electricity produced by the Generation Facility, access to and use of the PDS. It assumes the existence of a DSO-S Contract or a DSO-P Contract previously concluded between the Supplier or DSO-P Purchaser concerned and the DSO. This Single Contract for Generation can only be entered into for Generation Facilities with a power of less than or equal to 36 kVA connected to the Low Voltage Public Distribution System, by a Consumer engaging in individual self-consumption within the meaning of Article L315-1 of the French Energy Code and wishing to inject its generation surplus. The DSO-P Purchaser may be the same entity as the Supplier. In this case, it will be referred to as the Supplier.

Counterparty	A legal entity designated by the Participant as its counterparty in the neighbouring power system when nominating its Import and/or Export Schedules.
Central Counterparty	The entity or entities responsible for entering into contracts with market participants, by the novation of the contracts resulting from the matching process, and of organising the transfer of net positions resulting from capacity allocation with other central counterparties or transfer agents.
Cross-Border RTE - TSO Agreement	Agreement concluded between RTE and the Cross-Border TSO to allow the application of the Thorough Procedure. The Cross-Border RTE - TSO Agreement is approved by the CRE (French Energy Regulatory Authority) and approved by the Minister for Energy.
Intraday Market Coupling	The market mechanism where purchase and sales orders from the intraday power market are matched simultaneously with Capacity allocation on a continuous basis over an intraday timescale, such as the single intraday coupling described in the CACM Regulation.
Day Ahead Market Coupling	The market mechanism where purchase and sales orders from the daily power market are matched simultaneously with the Capacity Allocations on a day ahead (D-1) timescale via implicit auctions, such as the single day ahead coupling described in the CACM Regulation.
Estimated Load Curve	Load Curve estimated by profiling consumption or generation. The Estimated Load Curve may relate to the consumption of a group of Sites connected to the PDS or to power losses on the Network of a DSO.
Load Curve (LC)	A series of time-stamped average power values over a Time Interval. The Load Curve can be that of a Site or a group of Sites connected to the PTS or the PDS, or of substation supplying power to the PDS from the PTS, or of an Entity, etc. Each power value is identified using the Year, Day and Time of the start of the Time Interval.
Remotely-Read Load Curve	Load Curve defined from remotely-read measurements taken from one or more Metering Installations.
Consumption Curve	Daily Load Curve representing the actual consumption of a Consumption Site or Demand Response Entity.
Reference Curve	Daily Load Curve, calculated for each Control Interval of the Control Period representing the volume of electricity that the End Consumer would have consumed or that the Generator would have produced in the absence of a Balancing Order for a BE or Demand Response Order for a DRE.
Cross Border Marginal Price (CBMP) France	Marginal price for France returned by each European platform for the exchange of balancing energy.
AOLT Closure Date	The date defined in the AOLT Specifications before which a Candidate must submit its AOLT Financial Bid.
Forecast Compliance Date	Date on which a Reserve Provider undertakes, at the latest, to end a Failure of a Frequency Control of one of its Reserve Providing Groups.

Start of Failure of a Frequency Control	Start date of a Failure of a Frequency Control used for the calculation of Abatements (this date may differ, in some cases, from the start of the actual technical failure).
Certification Declaration	Pre-certification request, submitted to RTE either by a Participant or by RTE when it must self-certify.
Failure of a BE	Non-compliance by a Balancing Entity (BE), on a given Half-Hourly Interval or on a given Quarter-Hourly Interval, with the failure criteria leading to the invoicing of penalties.
Failure of a Frequency Control	Total or partial failure to deliver frequency control for a Reserve Providing Group, excluding malfunctions arising from a fault in equipment owned by RTE.
mFRR/RR Failure	Any breach of mFRR/RR contractual obligations leading to the payment of penalties. “Failure” refers to the action or omission of the Participant leading to the reporting of an mFRR/RR Failure.
Mobilisation Lead Time for a Bid (DMO)	Lead time required for operations to activate a Balancing Bid. In the case of an explicit Specific Bid, mFRR Standard or RR Standard, this lead time depends on the Activation Time referred to in the Balancing Order. For an implicit Specific Bid, this lead time is calculated from the Terms of Use of the Bid.
Neutralisation Lead Time Between Activations (DNA)	The lead time declared by the Balancing Service Provider for an explicit Specific Bid and corresponding to the minimum time between the Deactivation Time of a balancing operation and the Activation Time for the next balancing operation.
Neutralisation Lead Time (DN)	1 Hour period following a Gate Closure, during which: - Specific Balancing Bids Submitted and/or Modified and Acknowledged at this Gate Closure can be called but cannot be activated; - the Withdrawals of Specific Bids Acknowledged at this Gate Closure cannot be effective; - Redeclarations of Forecast Dispatch Schedules and/or technical performances and constraints, accepted at this Gate Closure, cannot be implemented.
Preparation Lead Time (DP)	Lead time needed for operations by a BE prior to the Balancing Start Time of a Bid (for each Direction of the Bid), for any implicit Balancing Bid excluding Start-up Bids.
Certification Request	Request made to a System Operator prior to certification.
Pre-Certification Request	Request made by a Cross-border Capacity Operator to a System Operator prior to pre-certification.
DGEC	General Directorate for Energy and Climate *(Direction Générale de l’Energie et du Climat)*
Scheduling System	Mechanism by which a Participant, or a DSO, transmits to RTE a schedule that contains, among other things, a time series of generation in active power, and if relevant time

	series of participation in the Frequency Containment Reserve and Automatic Frequency Restoration Reserve.
General Provisions	Provisions defining the legal and general terms and conditions of the Market Rules.
Specific Provisions	Provisions defining the technical and financial terms and conditions of the Market Rules relating to a mechanism, and which supplement or amend the General Provisions.
Technical Reference Documentation of the Public Transmission System or Technical Reference Documentation (DTR)	Technical Reference Documentation of RTE, referred to in Article 35 of the PTS Specifications. The DTR specifies the practical terms of operation and use of the PTS. It is published on the RTE website.
Metering Data	Energies measured in 1-minute intervals or multiples of this interval (5', 10', 15' or 30') at each Metering Point, and expressed as average power. Each of these values is time-stamped (year, day, hour and minute in UTC or legal time) and stored so that they can be remotely read and made available if required.
Raw Metering Data	Metering Data as recorded in the Meter used as a reference, without modification by RTE .
Validated Metering Data	Metering Data, which may have been subject to replacement due to erroneous or unavailable Raw Metering Data.
Physical Data	Physical extraction (the Site's total consumption) and physical injection (the Site's total injection/energy produced by the Site's facilities) of active energy corrected for transformation losses and line losses. Metering Data is used to calculate this data, by applying the Energy Breakdown formulae for the Balance Responsible Party system described in the Specific Conditions of the Public Transmission System Access Contract (« Formules de Décompte des Energies pour le dispositif de Responsable d'Equilibre »). This data is called "raw" if it is calculated from Raw Metering Data. It is called "validated" if it is calculated from Validated Metering Data. Invoicing of the Balance Responsible Party system is based on data with validated status.
AOLT Eligibility File	Administrative and technical documents sent by the candidate to RTE within the framework of the AOLT Qualification Procedure.
ARENH Rights	Quantities of energy acquired by Suppliers benefiting from regulated access to historical nuclear energy (ARENH) in accordance with Articles L336-1 et seq. of the French Energy Code.
Maximum Usage Period (DOmax)	The time, expressed in minutes and at a resolution of 5 minutes, after which an Activated Balancing Bid must be Deactivated.
Minimum Usage Period (DOmin)	The time, expressed in minutes and at a resolution of 5 minutes, during which an Activated Balancing Bid cannot be Deactivated.
Obligated Party Imbalance	Amount of MW associated with an Obligated Party, due under the Obligated Party's Capacity Rebalancing.

Imbalance at Borders	Difference between the Metering Data measured at Interconnections (exports counted positively and imports counted negatively) and the cross-border schedule at Interconnections (exports counted positively and imports counted negatively).
Balancing Energy Imbalance of a BE	Volume of energy, positive or negative, established for a BE as the discrepancy between the Volume Achieved and the Theoretical Expected Volume. This volume is valorised by RTE at the Balancing Energy Imbalance Settlement Price.
Performance Imbalance	Imbalance between the observed performance of a Reserve Providing Group and the performance requested by RTE.
Imbalance of a Balance Perimeter or Imbalance	Volume of energy, positive or negative, established for a Balance Perimeter, as the discrepancy between the total quantities of energy injected and the total quantities of energy extracted over an Imbalance Settlement Period.
Forecast Imbalance for a Balance Perimeter or Forecast Imbalance	Imbalance which is not definitive, calculated from D-1, on the basis of data reported at the time of the calculation.
CPM Imbalance	Amount of MW associated with a Capacity Portfolio Manager (CPM), due in respect of the imbalance of a CPM.
Coordinated Cross-border Counterparty Exchange or Countertrading	Mechanism implemented between TSOs with the aim of reducing commercial exchanges at Borders.
Reserve Exchange	Private exchanges of Reserve Commitments between Participants.
Failure of a BE Qualification or BE Qualification-related Failure	Non-compliance with obligations linked to a BE committed to mFRR/RR following the issuing of an Activation Order by RTE.
Qualified BE	BE which has obtained its Approval and is not subject to suspension of Approval.
Load Reduction	In accordance with Article L. 271-1 of the French Energy Code, an action aimed at temporarily reducing, through a one-off request sent to one or more End Consumers by a Demand Response Aggregator or an Electricity Supplier, the level of actual electricity extraction from the PTS or PDS by one or more Consumption Sites, compared to a forecast consumption schedule or an estimated consumption.
Load Reduction Inextricably Linked with Supply (EIF)	Load reduction within the framework of a supply offer defined in Article R271-2 of the French Energy Code, characterised by variable periods signalled with a defined notice to the consumer, during which the variable share of the supply price is significantly higher than the remainder of the year and for which separate accounting is carried out for the quantities of power consumed.
Local Distribution Company (LDC)	Distribution System Operator defined in Article L.111-52 2° of the French Energy Code.
Cross-Border Capacity Auctions	Mechanism for Capacity Allocation at Borders according to market mechanisms (Implicit or Explicit Allocation).
Intraday Auction	Auctioning of the intraday cross zonal capacity within the framework of the single methodology for pricing intraday cross zonal capacity, as described in the CACM Regulation.

Daily Cross-Border Capacity Auctions	Auctioning of capacity at cross-borders for a given Day
Maximum Energy	Maximum energy value resulting from the Forecast Dispatch Schedule, or any upward balancing operation, for a BE over the Day.
Minimum Energy	Minimum energy value resulting from the Forecast Dispatch Schedule, or any downward balancing operation, for a BE over the Day.
Commitment or Reserve Commitment	Quantity of reserce contracted by the Participant to be made available to RTE.
Initial Commitments	Reserve commitment contracted with RTE following an annual or daily call for tenders.
Terminated Commitments	Reserve Commitment withdrawn from the Initial Commitments or following termination of the Participation Agreement.
Withdrawn Commitments	All or part of the Initial Commitments assigned by the Seller within the framework of a Reserve Exchange accepted by RTE.
Additional Commitments	All or part of the Commitments acquired by the Purchaser within the framework of a Reserve Exchange accepted by RTE.
Balancing Entity (BE)	Basic balancing unit, linked to a single Balancing Perimeter, capable of injecting or extracting a given quantity of electricity into or from the Network during a given period in response to a request from RTE to ensure the balance of the French power system. A BE consists of one or more Generation Units and/or one or more Sites or an Exchange Point. A BE is one of the following five types: - Exchange Point BE, or - PTS Injection BE, or - PDS Injection BE, or - Remotely-read Extraction BE, or - Profiled Consumption BE. A BE must be qualified to offer one or more standard product types.
Demand Response Entity (DRE)	Basic demand response unit linked to a single Demand Response Perimeter, capable of carrying out demand response operations. A DRE consists of one or more Consumption Sites.
Profiled Demand Response Entity or Profiled DRE	A Demand Response Entity made up of Consumption Sites whose Subscribed Power is strictly below the threshold below which the consumption of the Sites can be calculated by Profiling.
Remotely-Read Demand Response Entity or Remotely-Read DRE	Demand Response Entity consisting only of Remotely-Read Consumption Sites whose Subscribed Power is greater than

	or equal to the threshold below which the consumption of the Sites can be calculated by Profiling.
Certification Entity (CE)	Demand Response, Generation, or Interconnection type entity. A Certification Entity is an Entity referenced by a Certification Contract or, if relevant, by a Certification Declaration, and made up of one or more Demand Response Capacities or one or more Generation Capacities or an Interconnection. A CE can be of mono-SO or multi-SO type.
Scheduling Entity (SE)	A basic scheduling unit linked to a single Scheduling Perimeter, consisting of one or more Generation Units, or one or more Sites, and for which a Forecast Dispatch Schedule is established by a Scheduling Agent. The notion of a Scheduling Entity does not include that of a Consumption Scheduling Entity.
Consumption Scheduling Entity or Consumption SE	A basic unit of scheduling corresponding to one or more Consumption Sites capable of participating in the supply of frequency control ancillary services, located exclusively on the PTS or exclusively on the PDS, and for which a Forecast Dispatch Schedule is established by a Scheduling Agent. The concept of a Consumption Scheduling Entity is not included in the concept of a Scheduling Entity.
Decentralised Reserve Providing Group	Reserve Providing Group composed exclusively of Sites whose maximum control capacities, upward or downward, in Frequency Containment Reserve and/or Automatic Frequency Restoration Reserve, are less than or equal to 250 kW.
Reserve Providing Group (RPG)	A basic unit of reserve linked to a single Reserve Perimeter, consisting of one or more Generation Units, or one or more Sites involved in the supply of frequency control Ancillary Services.
ENTSO-E	The “European Network of Transmission System Operators for Electricity” association.
P=C Balance	Balance of Injections and Extractions taking into account power losses on the PTS.
Alert State of the System	The state of the System when it is situated within the operational security limits but a contingency from the contingency list in accordance with Article 33 of SOGL has been detected and, if it occurs, the corrective actions available are insufficient to maintain the Normal State; An Alert State for the Transmission System frequency is declared when: - the absolute value of the frequency deviation is less than 200 mHz; And - the absolute value of the frequency deviation is greater than 50 mHz for over 15 min; - or greater than 100 mHz for more than 5 minutes. Coming out of the Alert State, i.e.: returning to a Normal State, takes place as soon as the absolute value of the

	frequency deviation is less than 50 mHz if the absolute value of the frequency deviation was greater than 50 mHz for more than 15 minutes or as soon as the absolute value of the frequency deviation is less than 100 mHz if the absolute value of the frequency deviation was greater than 100 mHz for more than 5 minutes. Frequency deviations are calculated in relation to the nominal frequency fn = 50.00 Hz.
Emergency State of the System	An Emergency State for the Network frequency is declared when the absolute value of the frequency deviation is greater than 200 mHz. Frequency deviations are calculated in relation to the nominal frequency fn = 50.00 Hz. Exit from the Emergency State, i.e. return to the Normal State, takes place as soon as the absolute value of the frequency deviation is less than 50 mHz.
Normal State of the System	Case in which the Transmission System is within the operational security limits in the N case (case where no element of the Public Transmission System is unavailable following the occurrence of a contingency) and after the occurrence of a contingency from the contingency list, taking into account the effect of the available corrective actions.
Interconnected Participant State	Can be (i) a member State of the European Union whose electricity grid is connected by an interconnection to the electricity grid of mainland metropolitan France; (ii) or a State that is not a member of the European Union whose electricity grid is directly connected by an interconnection to the electricity grid of mainland metropolitan France, and which has set up a capacity mechanism, valorising all the contributions to their security of supply, in particular the contributions of their interconnections with mainland metropolitan France, or those of French capacities. The list of these States is established by order of the Minister for Energy.
Exchange Exercise or Exchange Period	For a Delivery Year, a period that starts on the Start Date of the Delivery Period of Year DY-4 and ends on the Transfer Deadline of the Year of Delivery (DY).
Demand Response Capacity Operator	- Holder of a System Access Contract, a Metering Data Service Contract, a Single Contract, or a regulated sales tariff contract associated with a Consumption Site; - A legal entity with a mandate from the holder of a System Access Contract, a Metering Data Service Contract, a Single Contract, or a regulated sales tariff contract for a Consumption Site, for each Consumption Site making up the Demand Response Capacity.
Generation Capacity Operator	Holder of a System Access Contract or a Metering Data Service Contract for the Generation Capacity, or their authorised representative.

Export	The physical transfer of electrical energy from the PTS to the Network operated by a neighbouring System Operator, including intra-community deliveries.
Impact Factor by Delivery Point Substation	The Impact Factor by Delivery Point Substation associated with a BE or DRE is a series of 2*N powers with N being the number of Delivery Point Substations to which the Sites attached to this BE or DRE are connected. For a given Delivery Point Substation, the two values used represent the maximum variation of the transported power, upward and downward, that the Delivery Point Substation can undergo during a balancing operation or demand response valorised on the energy market
Local flexibility	PDS Network Flexibility which a DSO may use by calling on the market.
Network Flexibility	Service for one or more Sites connected to the PDS or PTS, which is aimed at modulating their injection and/or extraction power, and which a System Operator may use in order to resolve a constraint on the Network it operates. Within the meaning of the Rules, any activation of this/these Site/Sites for network reasons that takes place via the Balancing Mechanism continues to be considered a Balancing Operation and not an activation of Network Flexibility.
PDS Network Flexibility	Network Flexibility of one or more Sites connected to the PDS that a System Operator can use to resolve a constraint on the PDS or PTS.
PTS Network Flexibility	Network Flexibility of one or more Generation Sites connected to the PTS that the TSO can use to resolve a constraint on the PTS.
Collection and Payment Fund	A specific account opened by RTE in its accounts to track and centralise financial flows between Electricity Suppliers and Participants performing Balancing Operations, Demand Responses or frequency Ancillary Services on Consumption Sites on the Regulated Payment Model.
Fixed Start-Up Fee	Fixed amount in Euros to remunerate the fixed part of the start-up cost of thermal Generation Units making up a BE.
Electricity Supplier or Supplier	Physical or legal entity authorised, under Article L. 333-1 of the French Energy Code, to carry out an activity of purchasing electricity for resale to End Consumers or to System Operators for their power losses. A Supplier may act as a Backup Supplier within the meaning of Article L333-3 of the French Energy Code.
France	Mainland metropolitan France.
Frequency Containment Reserve (FCR)	The active power reserves with automatic activation available to stabilise the frequency of the Network following an imbalance;
Oriented Border	An Interconnection differentiated by import or export direction.
FTR options or Financial Transmission Rights options	Right giving its holder the possibility to receive a financial remuneration based on the price difference between the

	day ahead spot markets concerned for a defined period and direction.
Full Activation Time or FAT	Activation time required to reach the expected power for the delivery of the product concerned.
Gain (K factor)	Primary Frequency Control Gain, in MW/Hz. This characteristic parameter of the regulation system of the Reserve Providing Group or Generation Unit determines the expected theoretical response of the Reserve Providing Group (in MW) in terms of Primary Frequency Control when the frequency differs from 50 Hz. In case of asymmetric gain the Upward Gain characterises the theoretical response expected when the frequency is less than 50 Hz and the Downward Gain the theoretical response expected when the frequency is greater than 50 Hz.
Guarantor	Credit institution that issues the Bank Guarantee.
Bank Guarantee	This first demand bank guarantee falls within the framework of article 2321 of the French Civil Code. The characteristics of the Bank Guarantees to be respected are set out in the corresponding Chapters.
Capacity Guarantee	Intangible, fungible, exchangeable and transferable moveable asset, corresponding to a normative unit power value of 0.1 MW, issued by RTE and delivered to a Capacity Operator following the Capacity certification, and valid for a given Delivery Year.
Financial Guarantee	The sum of the Bank Guarantee and any liquidity deposits provided by a BRP.
Interconnection Operator	For an Exempt Interconnection, the Holder of the System Access Contract or the Metering Data Service Contract to which the Exempt Interconnection is subject, or their authorised representative. RTE for a Regulated Interconnection.
Distribution System Operator (DSO)	Physical or legal entity responsible for the operation, maintenance and, if required, development of the Distribution System in a given zone and, if relevant, its interconnections with other Systems, and responsible for guaranteeing the long-term capacity of the System to meet a reasonable demand for power distribution, in accordance with Directive 2019/944.
Transmission System Operator (TSO) or System Operator	A natural or legal person who is responsible for the operation, maintenance and, if necessary, development of the Transmission System in a given zone and, if relevant, its interconnections with other Systems, and responsible for guaranteeing the long-term capacity of the System to meet a reasonable demand for power transmission, in accordance with Directive 2019/944.
System Operator (SO)	Transmission System Operator or Distribution System Operator.
Gradient	The rate of change in the power of a Generation Unit, expressed in megawatts per minute (MW/min), equal to the Upward Gradient when the power of the Generation Unit

	increases (or Downward Gradient when the power of the Generation Unit decreases).
Thermosensitivity Gradient	Characterises the sensitivity of a profiled Consumption to temperature variations.
Rank 1 DSO	DSO whose System is connected to the PTS.
Rank 2 DSO	DSO whose System is not connected to the PTS, but connected to a Rank 1 DSO.
Generation Unit (GU)	Group of rotating machines or static generators transforming primary energy (thermal, hydraulic, wind, tidal, solar, ...) into electrical energy injected into the System. A Generation Unit may need Auxiliaries to operate.
Cross-Border TSO	All Public Transmission System Operators of an Interconnected Participant State.
Gate Closure or Gate	Deadline for submitting, amending or withdrawing a Balancing Bid, Automatic Frequency Restoration Reserve Energy Bid, Automatic Frequency Restoration Reserve Capacity Offer, an initial Declaration or Redeclaration of a Schedule, or of technical constraints and performances and sending Periodic, Daily or Intraday Nominations. This submission deadline can be set independently for each mechanism.
Authorisation or Authorised	The right to Nominate Capacities acquired during the Allocation Mechanism.
Delivery Time	One of the 24 full Hours of a Day.
System Access Deadline (HLAR)	Deadline by which RTE must receive Forecast Dispatch Schedules, technical constraints and performances and the previous day's Balancing Bids for the following day. This is set by default to 16:30 on D-1.
Hour (H)	Period of 60 minutes corresponding to French legal time.
Import	The physical transfer of electrical energy from the Network operated by a neighbouring System Operator to the PTS, including intra-community deliveries.
Payment Incident	Failure to pay the full sum owed by the Participant before the agreed deadlines. A Payment Incident is characterised in particular by its duration, counted from the due date shown on the invoice.
Compensation	Sum due from the Reserve Provider to RTE in the event of a negative Reserve Balance.
Index	Values recorded on the dials of a Meter at a given date allowing the calculation of the quantity of energy injected or extracted between two readings.
Fortuitous Unavailability	Unpredictable and unavoidable unavailability of a Generation Unit, a frequency control capacity or a PTS or PDS structure resulting from either the operation of an automatic system or a voluntary action to ensure the safety of persons or property, or power system reliability.

Unscheduled Unavailability	Unavailability concerning a PTS structure and resulting from either the operation of an automatic system or a voluntary action to ensure the safety of persons or property, or power system reliability (such as an “urgent withdrawal” operation). In the event of voluntary action, the origin of the Unavailability is either an electrical risk due to a third party being near a structure, or an unpredictable and unavoidable anomaly identified on a structure, requiring work to restore it to its former state and the structure to be withdrawn from service as soon as possible, or a definitive repair following a temporary repair.
Scheduled Unavailability	Planned unavailability of the PTS or PDS in accordance with the terms specified in the Coordination Planning Contract or, if there is no such contract, in accordance with the terms specified in the System Access Contract.
Injection	Energy treated as measured generation or declared as a Declared Supply and counted positively in the calculation of the Balance Responsible Party’s Imbalance.
Generation Facility	A group consisting of one or more Generation Units and associated Auxiliaries.
Stationary Electricity Storage Facility or Stationary Storage Site (ISS)	This is a Site: - Associated with one or several Stationary Storage Units installed on the same Site and operated by the same User. The Site includes all the materials and equipment operated by the User. - for which either a Transmission System Access Contract, a Distribution System Access Contract, a Metering Data Service Contract, a Single Contract or an Integrated Contract has been signed.
Metering Installations	Metering Installations consist of all or some of the following: - current transformers; - voltage transformers; - Meters; - Meter installation space; - ancillary services; - access to telecommunication networks allowing remote reading of Index and/or Measurement Curves. The Metering Installations provide either Measurement Curves and Indexes, or Indexes only, read by the System Operator concerned.
Activation Time	Time after which the BE is expected to have reached the set point or the balancing power referred to in the Balancing Order. The Activation Time is defined in 5-Minute Intervals.
Balancing Start Time	Time after which the BE begins to vary the Injection or Extraction to reach the set point or balancing power referred to in the Balancing Order. The Balancing Start Time is defined in 5-Minute Intervals.
Load Reduction Start Time	First Control Interval of a Demand Response Period.

Deactivation Time	Time to which the BE is expected to maintain the new set point or balancing power referred to in the Balancing Order. The Deactivation Time is defined in 5-Minute Intervals.
Balancing End Time	Time after which the BE, having finished varying the Injection or Extraction that enabled the setpoint or the balancing power referred to in the Balancing Order to be reached, reaches what would have been its set point or Injection or Extraction power in the absence of an Activated Balancing Order. The Balancing End Time is defined in 5-Minute Intervals.
Load Reduction End Time	Last Control Interval of a Demand Response Period.
Interconnection	Group of electricity lines interconnecting the PTS with the Network of the System Operators of the same neighbouring country. An Interconnection may be Regulated or Exempt.
Regulated Interconnection	Group of electricity lines and associated equipment intended for cross-border electricity exchanges and not falling within the exemption framework governed by Article 63 of Regulation (EU) No 2019/943 of the European Parliament and of the Council on the internal electricity market.
Joint Allocation Office (JAO)	The company called the “Joint Allocation Office”, a public limited company incorporated under Luxembourg law, registered in the Luxembourg Trade and Companies Register under number B142.282, whose purpose is, in particular, on behalf of the Public Transmission System Operators, to allocate explicitly auctioned capacity and administer the secondary market.
Day (D)	24-hour calendar day, starting at 00:00:00 and ending at 23:59:59. Days on which the legal time changes, as defined by Orders published in the Official Journal of the French Republic, comprise either 23 Hours or 25 Hours.
Working Day	Any one of the days of the week, with the exception of Sunday, Public Holidays and non-working days as defined in Article L3133-1 of the French Labour code.
Business Day	Any one of the days of the week, with the exception of Saturday, Sunday and public holidays and non-working days as defined in Article L3133-1 of the French Labour code.
Day Reported as Ecowatt Red	Day on which RTE identifies, on the basis of forward-looking analyses, a significant and imminent threat to the security of supply that might not be contained by using only the mechanisms normally used to guarantee power system balancing. This day of high demand on the power system is reported by RTE using the colour red in the Ecowatt system.
AOLT Winning Bidder	A person designated as a “successful candidate” by the Minister for Energy under Article R335-80 of the French Energy Code.
Daily limit of Exchanges	Value in MW for one Hour of maximum financial exposure of a Reserve Provider to RTE.
List of Commitments	The list sent by the Participant to RTE consisting of Qualified BEs to participate in the mFRR and the Replacement Reserve and that the Participant commits to Day D in order to

	comply with its Commitments, specifying for each Commitment, the BEs and the technical characteristics of the Power Time Series offered by BE.
Short-Term Market	Market for day ahead (D-1) or intraday products on the electricity exchanges active on the French market.
Futures Market	Market for derivative products on the electricity exchanges active on the French market.
Available Margin	Sum of the Tertiary Reserve and the Automatic Frequency Restoration Reserve half-band. It is calculated for a given timescale.
Operating Margin	Available Margin from which is subtracted the power of Specific Balancing Bids identified to ensure P=C balance. It is calculated for a given timescale.
Required Margin	Minimum margin sized to comply with a predefined risk level before exceptional resources, non-offered BEs and emergency resources are called upon. It is calculated for a given timescale.
Balancing Mechanism (BM)	Mechanism set up by RTE in the application of its legal (particularly Article L.321-10 of the French Energy Code) and statutory scope of work regarding: - management of the P=C Balance in real time - replenishing the required minimum Frequency Containment Reserve and Automatic Frequency Restoration Reserve - replenishing the required minimum margin; - resolving Network Congestion on the PTS.
Compliance	End of a Failure of a Frequency Control for an Reserve Providing Group consisting only of Sites associated with one or more Units with Certified Constructive Capacity.
Backup Mode	Operation of the Information System to compensate for the unavailability of certain computer applications and corresponding to the degraded mode defined in the IS Terms and Conditions.
Contractual Payment Model	In accordance with Article R271-8 of the French Energy Code, mechanism by which the terms for the payment due from the Demand Response Aggregator or Balancing Service Provider to the Supplier following a power consumption demand response are set out in a contract between them and, if relevant, the End Consumer of the Consumption Site. This mechanism applies to Reserve Providers under the conditions provided for in Chapter 4 of the Rules.
Corrected Payment Model	In accordance with Article R271-8 of the French Energy Code, mechanism by which the payment due from the Demand Response Aggregator or Balancing Service Provider to the Supplier following a power consumption demand response is guaranteed by the End Consumer. The Supplier of the Consumption Site invoices it, in accordance with the contractual terms in force between them and on the basis of the energy share of the supply price, for the energy it would have consumed in the absence of a demand response. This

	mechanism applies to Reserve Providers under the conditions provided for in Chapter 4 of the Rules.
Regulated Payment Model	In accordance with Article R271-8 of the French Energy Code, mechanism by which the payment due from the Demand Response Aggregator or Balancing Service Provider to the Supplier following a power consumption demand response is established by application of the Fixed Scales. This mechanism applies to Reserve Providers under the conditions provided for in Chapter 4 of the Rules.
Month	Period commencing on the first Day and ending on the last Day of one of the 12 months in a calendar Year.
Reason (for the Balancing Operation)	Need met by the Activation of a Balancing Bid. The Reason can be of four different types: - management of the P=C Balance; - replenishing the required minimum Frequency Containment Reserve and Automatic Frequency Restoration Reserve - replenishing the required minimum margin; - resolving Network Congestion.
BRP-Site NEB	Agreement between a BRP and a Consumer for the supply of Blocks by the BRP to a PTS or PDS Remotely-Read Consumption Site belonging to the Consumer. The Consumption Site must have a Transmission System Access Contract, a Distribution System Access Contract or a Metering Data Service Contract and must not be connected to the BRP's Balance Perimeter.
Certified Capacity Level (NCC)	Value of Capacity Guarantees as determined in the Capacity Certification Contract, or, if relevant, in the Certification Declaration. It is calculated by RTE on the basis of the Certified Capacity Level calculation methods in these Rules, and the parameters declared by the Capacity Operator for Certification, or during the Rebalancing procedure.
Actual Capacity Level (NCE)	The Actual Capacity Level is associated with a CE.
Pre-Certified Capacity Level	Maximum value of Access Tickets that may be acquired by a Cross-Border Capacity Operator as determined in the Pre-Certification Contract. It is calculated in accordance with the terms of the Cross-Border RTE - TSO Agreement relating to the corresponding Interconnected Participant State.
Nomination or Nominate	Notification by a Participant of its Export and/or Import Schedule(s) that it wishes to use within an allocated Interconnection Capacity.
Demand Response Block Exchange Notification (NEBEF)	A declaration made by a Demand Response Aggregator to RTE, identifying that an amount of energy corresponding to a declared Demand Response Block is extracted from a given Balance Perimeter and injected into another.
Capacity Exchange Notification (NEC)	Set of 48 consumption values, for one Day in the Delivery Period, transferred between a Consumer and an Obligated Party for the calculation of the Reference Power.

Exchange of Reserves Notification (NER)	A Participant's declaration to RTE of Commitments to be added or removed from another Participant's Commitments.
Notification or Notify	Written exchange of information sent by one Party to another Party: - by hand in exchange for a receipt; - by registered post with acknowledgement of receipt; - by electronic means with acknowledgement of receipt.
New Exempt Interconnection (NEI)	Group of electricity lines and associated equipment intended for cross-border electricity exchanges and falling within the exemption framework governed by Article 63 of Regulation (EU) No 2019/943 of the European Parliament and of the Council on the internal electricity market.
Purchase Obligation	Legislative mechanism obliging EDF and the Local Distribution Companies to purchase power produced by certain generation sectors, sunder imposed technical and pricing conditions. This mechanism is framed by Articles L314-1 and R.314-1 et seq. of the French Energy Code.
Capacity Obligation	Obligation imposed by Article L335-1 of the French Energy Code on each electricity Supplier to contribute, according to the consumption characteristics of its Customers, in terms of power and energy, in mainland metropolitan France, to the security of electricity supply. End Consumers and System Operators in respect of their power losses who, for all or part of their consumption, do not obtain supplies from a Supplier are also obliged to contribute, according to the characteristics of this consumption, in terms of power and energy, in mainland metropolitan France, to the security of electricity supply. For the application of these Rules, they are subject to the provisions applicable to Suppliers.
Reserve Obligation	Reserve commitment relating to the needs of France contracted by obligations to the Reserve Providers.
Observability	The Observability of the BEs or RPGs consists of having, in RTE power system control centres, remote information to monitor the supply of reserves.
Balancing Bid	Set of technical and financial conditions under which the Balancing Service Provider makes a proposal to RTE to vary the Injection or Extraction of a BE, either Upwards or Downwards. A Balancing Bid may be a Specific Balancing Bid or a Standard Balancing Bid.
Specific Balancing Bid	Balancing Bid that is not a Standard Balancing Bid.
Standard Balancing Bid	Balancing Bid which meets the specifications of the Standard Product, which may be an mFRR or RR Standard Balancing Bid.
Downward Balancing Bid	Balancing Bid proposing a lower Injection or a higher Extraction on the Network.
Upward Balancing Bid	Balancing Bid proposing a higher Injection or lower Extraction on the Network.

Automatic Frequency Restoration Reserve Capacity Offer	Set of technical and financial conditions under which the Reserve Provider proposes to RTE the contracting of Automatic Frequency Restoration Reserve capacity.
Connection Offer with Limitations Borne by the Customer	Connection offer where, in the Normal State of the System, a facility is likely to be subject to limits on Injection or Consumption without financial counterparty.
Automatic Frequency Restoration Reserve Energy Bid	Set of technical and financial conditions under which the Reserve Provider proposes to RTE the activation of the Automatic Frequency Restoration Reserve of an RPG Qualified for the Automatic Frequency Restoration Reserve.
AOLT Financial Bid	File defined in the AOLT Specifications which allows the candidate to send the AOLT Guaranteed Volume and the AOLT Guaranteed Price on the basis of which they wish to be selected at the end of the call for tenders.
Public Offer of Sale (POS)	Proposal for a public, transparent and non-discriminatory sale by an Obligated Party, allowing it to reduce or cancel its Global Surplus, in accordance with Article L321-16 of the French Energy Code.
Demand Response Aggregator (DRA)	Participant that has signed a Participation Agreement under the NEBEF Terms and Conditions for valorising demand responses on the electricity markets.
Qualified Demand Response Aggregator for experimentation on sub-metering	Demand Response Aggregator with a qualification enabling it to valorise Demand Response Capacities from Qualified Consumption Sites for sub-metering.
Qualified Demand Response Aggregator for the Profiled Consumer	Demand Response Aggregator with a qualification permitting it to valorise Profiled Consumption Sites for which it transmits the Load Curve.
Border Auction Operator	The entity responsible for the allocation of Capacity and the management of other activities related to Cross-Border Capacity Auctions, as defined in the Allocation Terms and Conditions.
Nominated Electricity Market Operator (NEMO)	Day ahead and intraday electricity markets operator as defined in Regulation (EU) 2015/1222 establishing a guideline on capacity allocation and congestion management.
Immediate Implementation Order	Order issued by RTE through a specific mechanism to safeguard the power system for which the implementation conditions are set out in an agreement relating to the transmission and implementation of safeguarding orders.
Balancing Order	Message transmitted by RTE to the Order Recipient, designated by the Balancing Service Provider, indicating the Calling or Deactivation of a bid, or the Cancellation of an Order.
Authorised Body	In accordance with Article L314-6-1 of the French Energy Code, a body authorised by the administrative authority which, when a generator so requests after signing a Purchase Obligation Contract, may have this contract assigned to it.
Participant	Legal entity having signed a Participation Agreement with RTE, and which fulfils the criteria required for the Quality or Qualities specified in its Participation Agreement.

Asymmetric Participation	Ability of an RPG to supply a Reserve Type following an upward and downward reserve couple (Ru,Rd) such that Ru is different from Rd.
Symmetric Participation	Ability of an RPG to supply a Reserve Type following an upward and downward reserve couple (Ru,Rd) such that Ru is equal to Rd.
Party	RTE, a Participant, or any other person signing a contract template in the Annex to a Chapter of the Rules.
10-Minute Interval	Time Interval of 10 minutes, the first of each Day starting at 00:00:00.
5-Minute Interval	Time Interval of 5 minutes, the first of each Day starting at 00:00:00.
Control Interval	Time Interval which corresponds to the granularity of the calculation of the Volume Achieved of a BE or a DRE.
Measuring Interval	Consecutive Time Intervals of the same length during which the average power values measured by the Metering Installation at the Metering Point are measured and recorded. These Intervals can be in Hourly Intervals, Half-Hourly Intervals, Quarter-Hourly Intervals, Ten-Minute Intervals, or a sub-multiple of 10 minutes.
Imbalance Settlement Period	Time Interval corresponding to the granularity of the calculation of the Imbalances of a Balance Responsible Party.
Time Interval	Period of time in hours, minutes or seconds.
Half-Hourly Interval or 30-Minute Interval	Time Interval of 30 minutes, the first of each Day starting at 00:00:00.
Hourly Interval	Time Interval of 60 minutes, the first of each Day starting at 00:00:00.
Quarter-Hourly Interval or 15-Minute Interval	Time Interval of 15 minutes, the first of each Day starting at 00:00:00.
Penalty	Financial compensation paid by the Participant to RTE for not having complied with one of its financial commitments.
Qualified Perimeter of a BE	The set of Sites that contributed to obtaining BE Qualification under the Rules relating to mFRR and RR capacity. The Qualified Perimeter of a BE is a sub-unit of the perimeter of that BE.
Balancing Perimeter	Set of Balancing Entities attached to a single Balancing Service Provider.
Load Reduction Perimeter	Set of Demand Response Entities attached to a single Demand Response Aggregator.
Balance Perimeter	Set of Injection and Extraction elements on the PTS and PDS, declared by a BRP to RTE and/or to one or more DSOs.
PDS Balance Perimeter	Sub-unit of the Balance Perimeter made up of all the Injection and Extraction elements on a DSO's Network.
PTS Balance Perimeter	Sub-unit of the Balance Perimeter made up of all the Injection and Extraction elements on the PTS.

Perimeter of an Obligated Party	Set of Consumption Sites and/or Purchasers of Losses, which may change during the Delivery Period, and associated with an Obligated Party.
Certification Perimeter	A set of Certification Entities attached to a single Capacity Portfolio Manager (CPM). The Certification Perimeter is the reference for the calculation of the Imbalance of a CPM during the Delivery Period for the calculation of the financial settlement for which it is responsible.
Scheduling Perimeter	Set of Scheduling Entities attached to a single Scheduling Agent.
Reserve Perimeter	Set of Reserve Providing Groups attached to a single Reserve Provider.
Exclusion Period	The period during which a Qualified BE can no longer be included in a List of Commitments to meet a Commitment.
AOLT Contracting Period	The Contracting Period for an AOLT arranged in December DY4 begins on the date of signing of the AOLT Contract and ends with the termination of the AOLT Contract in accordance with the terms defined in the AOLT Contract or, at the latest, on 31 December DY+6.
Availability Period	One or more periods of provision of Capacities covering the Initial or Additional Commitments.
Delivery Year Period	Period consisting of the Months of January, February, March, November and December of a Delivery Year.
Delivery Period	Time period a bid relates to.
PP1 Peak Period or PP1	Period consisting of time slots on Days in the Delivery Year Period, used for the calculation of the Obligation of Obligated Parties for a given Delivery Year. PP1 is included in the PP2 Peak Period.
PP2 Peak Period or PP2	A period consisting of time slots on Days in the Delivery Year Period, used for the calculation of the Certified or Actual Capacity Level for a given Delivery Year.
AOLT Securing Period	Unless otherwise specified in the transitional provisions, the Securing Period of an AOLT arranged in December DY-4 begins on 1st January DY and ends with the termination of the AOLT Contract according to the terms defined in the AOLT Contract or on 31st December DY+6.
Validity Period	The length of time over which a submitted or filed bid is valid and, if relevant, binding.
Mobile Period	Period defined in Article R271-2 of the French Energy Code, associated with a supply offer for which the variable part of the supply price is significantly higher over that period than the rest of the year.
Temporal Reconciliation Period A	Period over which Temporal Reconciliation is carried out, running from 1st July of Year Y to 30th June of Year Y+1.
Activation Segment of a Balancing Bid	The Activation Segment of a Balancing Bid is the period between the Activation Time and the Deactivation Time for that Bid.

Demand Response Period	Continuous time period consisting of a set of successive Control Intervals for which the values of the Declared Load Reduction Schedule or the Retained Load Reduction Schedule associated with a DRE are not zero.
Control Period	The set of Time Intervals over which RTE calculates the volumes of energy activated on the Balancing Mechanism and on NEBEF in accordance with the applicable performance control procedures.
Price Segment	Sub-period of one Day. There are six Price Segments and they are defined according to the following timetable: [00:00; 06:00], [06:00; 11:00], [11:00; 14:00], [14:00; 17:00], [17:00; 20:00], [20:00; 24:00].
Shifted Load Period	Continuous time period consisting of a set of successive Control Intervals for which the values of the Declared Shifted Load Schedule or the Retained Shifted Load Schedule associated with a DRE are not zero.
Reference Schedule	A schedule developed during Monthly Coordinations and updated during Weekly Coordinations or during Coordinated Amendments that specifies each Power-Generating Module's Availability States, Availability Commitments, and Power Commitments. The Reference Schedule may consist of one or more documents.
Capacity Guarantees Exchange Platform	Platform for organised exchanges of Capacity Guarantees allowing the centralisation of bids to buy and sell Capacity Guarantees.
ENTSO-E Transparency Platform	Central information transparency platform established and operated by ENTSO-E pursuant to EU Regulation 543/2013.
MARI Platform	European platform for the exchange of balancing energy from the Manual Frequency Restoration Reserve (mFRR), established in accordance with Article 20 of the EBGL Regulation.
PICASSO Platform	European platform for the exchange of balancing energy from the Automatic Frequency Restoration Reserve (aFRR), established in accordance with Article 21 of the EBGL Regulation.
TERRE Platform	European platform for the exchange of balancing energy from the Replacement Reserve (RR), established in accordance with Article 19 of the EBGL Regulation.
Exchange Point	Physical connection point to an Interconnection.
Metering Point or PDC	Physical point where the measurement transformers designed to meter energy are installed.
Delivery Point	Physical point on the Network where the physical characteristics of a supply are specified.
Electronic Certificate Holder	Person designated by the Participant in the "RTE Application Access Form" to access the RTE Information System and act on behalf of the Participant. The Electronic Certificate Holder may be from a third party company.
Delivery Point Substation	Substation defined in the Distribution System Operator Transmission System Access Contract, for Rank 1 DSOs. For

	Rank 2 DSOs, the Delivery Point Substation is defined by the Rank 1 DSO to which its Network is connected.
mFRR/RR Fixed Premium	Amount corresponding to the contracted power multiplied by the marginal price of each Commitment Type i, or if relevant the Participant's bid price.
Capacity Imbalance Reference Price	Capacity price baseline for the settlement of capacity imbalances, the calculation method for which is set by the French Energy Regulatory Commission (CRE) in accordance with Article R335-57 of the French Energy Code.
Balancing Energy Imbalance Settlement Price	Price used for the valorisation of Balancing Energy Imbalances of a BE.
Imbalance Settlement Price or ISP	Price at which the Energy Imbalance of a Balance Perimeter is valorised to establish the financial compensation between RTE and the Balance Responsible Party.
Regulated Capacity Price	Regulated price for the Reserve Obligation remuneration.
AOLT Guaranteed Price	Price in €/MW from an AOLT and specified in the AOLT Contract. It is the price allowing the calculation of the Remuneration Supplement to be received or returned, for a given Delivery Year, by an AOLT Winning Bidder.
Marginal Balancing Price or MBP	Price of the last balancing energy tender called in order to manage the P=C Balance, over the Imbalance Settlement Period considered and according to the Trend in the French electricity system.
Volume-Weighted Average Price or VWAP	Average price of balancing energy bids, weighted by their volumes, over the Imbalance Settlement Period considered and according to the Trend in the French electricity system.
Reference Spot Price	The Reference Spot Price for a given time interval is the average price of the daily French electricity market prices established by the designated NEMOs in France over that time interval, weighted according to the volumes handled by each NEMO over that time interval.
Maximum Spot Price	The Maximum Spot Price for a given time interval is the maximum price of the daily French electricity market authorised by the NEMOs designated by the French authorities over this time interval.
Unit Price	Settlement price applied to an Obligated Party Imbalance for Capacity Rebalancing of Obligated Parties. The Unit Price applied to an Obligated Party Imbalance depends on the sign of the Obligated Party Imbalance: the Unit Price is therefore, for each Delivery Year, a Positive Unit Price (PUP), applied to positive Obligated Party Imbalances and a Negative Unit Price (PUN), applied to negative Obligated Party Imbalances.
Thorough Procedure	Procedure for explicitly taking into account the contributions from a Regulated or Exempt Interconnection to the Capacity Mechanism as defined in Article R333-1 of the French Energy Code and in Articles R335-10 et seq. of the French Energy Code. It requires the signing of a Cross-Border RTE - TSO Agreement.

Cross-Border Participation Procedure	Streamlined Procedure Or Thorough Procedure
AOLT Qualification Procedure	Procedure referred to in Article R335-78 of the French Energy Code during which a candidate transmits to RTE an Eligibility File for an AOLT. During this procedure, RTE verifies that the capacity applying to participate in this AOLT meets all the eligibility conditions to be a candidate.
Streamlined Procedure	Procedure for explicitly taking into account the contributions of the Regulated or Exempt Interconnection to the Capacity Mechanism as defined in Article R333-1 of the French Energy Code and in Articles R335-19 et seq. of the French Energy Code. This procedure is applicable when the conditions for the application of the Thorough Procedure are not met.
Generator	Generator established in France pursuant to Article L311-1 of the French Energy Code.
Standard Product	A harmonised balancing product, defined by all TSOs, for exchange of balancing services via a European platform for the exchange of balancing energy
Profile	Statistical representation of the form of consumption or generation of a category of System User over time. There are two types of Profile: static or dynamic.
Consumption Profiling or Generation Profiling or Profiling	Method used by the DSOs to estimate the consumption or generation of Sites connected to the PDS. This method is based on determination of the pattern of consumption or generation of a category of System User: the Profiles.
Border Schedule	Periodic Border Schedule or Day Ahead Border Schedule or Intraday Border Schedule.
Intraday Border Schedule	Export or Import Schedule for all or part of a Day and relating to an Intraday Transaction.
Day Ahead Border Schedule	For a given Day, Export or Import Schedule relating to a Day Ahead Transaction.
Periodic Border Schedule	For a given Day, Export or Import Schedule for a Periodic Transaction.
Forecast Dispatch Schedule	In the case of facilities connected to the PTS, or connected to the PDS participating in the BM or in Primary or Secondary Frequency Control, a Forecast Dispatch Schedule corresponds to all of the five power time series established, with a resolution of 5, 15 or 30 minutes, by a Scheduling Agent on D-1 for D and possibly amended by Redeclarations accepted on J, comprising, for an SE or Consumption SE, the information relating to its forecast: - active power; - Participation in the Frequency Containment Reserve Upward; - Participation in the Frequency Containment Reserve Downward; - Participation in the Secondary Automatic Frequency Restoration Reserve Upward; - Participation in the Secondary Automatic Frequency

	Restoration Reserve Downward. In the case of 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.
Aggregated Forecast Dispatch Schedule	Generation program established by a Rank 1 DSO per sum of: - Forecast Dispatch Schedules transmitted by generators connected to the DSO's Network, - generation forecasts carried out by the DSO on the basis of information provided to them by marginal or non-marginal facilities not transmitting Forecast Dispatch Schedules to the DSO, - generation forecasts carried out by DSO for other marginal or non-marginal facilities connected to its Network which do not transmit any information, and - forecasts of possible injection flows from Rank 2 DSOs.
Forecast Dispatch Schedule traced by RTE	Set of five Time Series traced by RTE resulting from the Forecast Dispatch Schedule of an SE or a Consumption SE, drawn up by a Scheduling Agent on D-1 for D and possibly amended by Accepted Redeclarations on D.
Block Exchange Programme or PEB	Time Series of power values declared per Time Interval for a full Delivery Day D exchanged between two Balance Perimeters or from a Balance Perimeter to a Consumption Site.
Declared Load Reduction Schedule	Day ahead Load Curve per Control Interval and per kilowatt of demand response, declared on a Demand Response Entity, Notified by the Demand Response Aggregator to RTE.
Retained Load Reduction Schedule	Day ahead Load Curve per Control Interval and per kilowatt of demand response, retained by RTE for a Demand Response Entity. The Retained Load Reduction Schedule is constructed on the basis of the Declared Load Reduction Schedule and then Notified by RTE to the Demand Response Aggregator.
Export Schedule	An Export Declaration prepared by a Participant that specifies the power, expressed as a whole number of Megawatts, the Transaction Number and the System Operators of the associated destination System.
Import Schedule	An Import Declaration prepared by the Participant that specifies the power, expressed as a whole number of Megawatts, the Transaction Number and the associated Operators of the associated originating System.
Actual Final Dispatch Schedule	Final Dispatch Schedule transmitted by the Order Recipient following the receipt of a Balancing Order.
Final Dispatch Schedule	Set of five power time series that the SE must follow and which corresponds to the last Forecast Dispatch Schedule received for this SE on D-1, amended by any: - Redeclarations of Forecast Dispatch Schedules accepted by RTE; and/or - Redeclarations of performance and technical constraints; and/or

	- Activations of Balancing Bids by RTE; and/or - Immediate Implementation Orders. For a set of Sites which do not make up an SE and belonging to a BE, the Final Dispatch Schedule is a set of five power time series that this set of Sites must follow. This Schedule corresponds to the expected power variations following the Activation of Balancing Bids by RTE and/or Immediate Implementation Orders.
Theoretical Final Dispatch Schedule	Forecast Dispatch Schedule amended by taking into account the power expected under Activated Balancing Bids.
Final Dispatch Schedule traced by RTE	Time Series prepared and traced by RTE as a result of the Theoretical Final Dispatch Schedule and the Actual Final Dispatch Schedule of an SE or a Consumption SE.
Declared Shifted Load Schedule	Day ahead Load Curve per Control Interval and per kilowatt of the declared shifted load on a Demand Response Entity, Notified by the Demand Response Aggregator to RTE.
Retained Shifted Load Schedule	Day ahead Load Curve per Control Interval and per kilowatt of the declared shifted load retained by RTE for a Demand Response Entity. The Retained Shifted Load Schedule is constructed on the basis of the Declared Shifted Load Schedule and then Notified by RTE to the Demand Response Aggregator.
Technical and Financial Proposal or PTF	Quotation sent by RTE to the person requesting it within the framework of a connection process.
Reference power	Intermediary for calculating the capacity obligation representing all or part of the consumption of a Site, set of Sites or the power losses of a Transmission or Distribution System at the peak demand defined by the public authorities.
Installed Power of a Site	Installed power as defined in Article R311-1 of the French Energy Code. The Installed Power of a Site is also the Installed Power shown in the System Access Contract or the Metering Data Service Contract of the Generation Site.
Maximum Power	Maximum power that may be supplied by a BE.
Maximum Power Offered	Maximum power offered by a Balancing Service Provider for a BE.
Minimum Power	Minimum power that may be supplied by a BE.
Mean Consumption Power	Corresponds to the energy extracted in the Perimeter of a BRP over a given period of time, divided by the duration of the period.
Subscribed Power	Power chosen, if relevant, for a given time class, by the Consumer or its Supplier pursuant to the TURPE and shown in the System Access Contract, Single Contract or Integrated Contract.
Subscribed Power Retained	Subscribed Power average in force on the Certification Request date, over a period equivalent to a Delivery Period.

Qualify or Qualified or Qualification or Qualification Process	Qualification is a process allowing: - a Balancing Service Provider to be Qualified and to participate in the BM; - a BE to be Qualified and to propose Standard Product bids. The Qualification Process for a BE consists of a Pre-Qualification step and a Qualification monitoring step.
Summary of Border Rights	For the periodic Summary of Border Rights: the sum of the Capacities acquired (excluding FTR options acquired) in the Periodic Auctions Mechanisms and via the Secondary Capacities Market, minus the Capacities sold via the Secondary Capacities Market, minus any reduced Capacities (excluding FTR options). For the day ahead Summary of Border Rights: the sum of the Capacities acquired in the Day Ahead Auction Mechanisms, minus any reduced Capacities.
Order Recipient	Physical person or system approved by RTE, designated for Balancing purposes to receive Balancing Orders for one or more BEs within the same Balancing Perimeter.
Temporal Reconciliation	The process of valuing the difference between the energy deemed to have been consumed based on energy measured by the Indexes of Metering Installations and the energy estimated for calculating Imbalances. This process may exceptionally involve adjustment of remotely-read data.
Reconstitution of Flows	Set of processes applied by the Distribution System Operators to allocate the respective quantities of energy from their Network by Balance Perimeter.
Redeclaration	Information transmitted to RTE by the Scheduling Agent concerning amendments to the Forecast Dispatch Schedule of an SE, and/or the technical constraints and performance of a Generation Unit.
Coordinated Cross-Border Redispatching or Redispatching	A mechanism set up between TSOs whose purpose is to resolved Network constraints through coordinated action.
Re-balancing	Declaration by the CPM of new Certification parameters that affect the Certified Capacity Level of the Capacity being Re-balanced.
Météo France Reference Data	Set of 100 temperature time series, half-hourly, over one Year, for a set of 32 weather stations. The Météo France Reference Data is accessible on the Website: www.meteo-france.fr
Primary Frequency Control	Automated mechanism for a Reserve Providing Group allowing it to adjust its generation or consumption of active energy following a frequency variation.
Secondary Frequency Control or RSFP	Centralised automated mechanism (at RTE national dispatching level) to adjust the generation or consumption of Reserve Providing Groups so as to maintain the initial exchange schedule on the Interconnections and the nominal frequency.
CACM Regulation	Regulation (EU) 2015/1222 establishing a guideline on Capacity allocation and congestion management, as amended

	by Regulation (EU) 2021/280 amending Regulations (EU) 2015/1222, (EU) 2016/1719, (EU) 2017/2195 and (EU) 2017/1485 to align them with Regulation (EU) 2019/943.
EBGL Regulation	Electricity Balancing Guideline: Regulation (EU) 2017/2195 establishing a guideline on electricity balancing, as amended by Regulation (EU) 2021/280 amending Regulations (EU) 2015/1222, (EU) 2016/1719, (EU) 2017/2195 and (EU) 2017/1485 to align them with Regulation (EU) 2019/943.
Electricity Regulation	Regulation (EU) 2019/943 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity
FCA Regulation	Forward Capacity Allocation: Regulation (EU) 2016/1719 establishing a guideline relating to forward capacity allocation, as amended by Regulation (EU) 2021/280 amending Regulations (EU) 2015/1222, (EU) 2016/1719, (EU) 2017/2195 and (EU) 2017/1485 to align them with Regulation (EU) 2019/943.
SOGL	System Operation Guideline: Regulation (EU) 2017/1485 establishing a guideline on electricity transmission system operation, as amended by Regulation (EU) 2021/280 amending Regulations (EU) 2015/1222, (EU) 2016/1719, (EU) 2017/2195 and (EU) 2017/1485 to align them with Regulation (EU) 2019/943.
Emergency and Restoration Regulation or E&R	Regulation (EU) 2017/2196 establishing a network code on electricity emergency and restoration.
Allocation Terms and Conditions	The version in force of the IFA/IFA2 Access Terms and Conditions, ElecLink Access Terms and Conditions, Daily Allocation Terms and Conditions, European Harmonised Allocation Terms and Conditions, Swiss Harmonised Allocation Terms and Conditions, Fictitious Auction Allocation Terms and Conditions, IFD Intraday Terms and Conditions and IFS Intraday Terms and Conditions.
Rules or Market Rules	The set of terms and conditions governing the French electricity market rules put in place by RTE pursuant to the French Energy Code or European regulations. Each of these terms and conditions shall be approved by the French Energy Regulatory Authority (CRE) or, if relevant, by the Minister responsible for energy after obtaining the opinion of the CRE.
IS Terms and Conditions	Access Terms and Conditions for the RTE Information System and Applications available on the RTE Website.
Shifted Load	Effect associated with a Demand Reduction, resulting in a temporary increase in the level of actual electricity extraction from the PTS or PDS by one or more Consumption Sites, after the load reduction period, compared to a forecast consumption schedule or an estimated consumption.
Network	Public Transmission System or Public Distribution System.

Upstream Network	For a Generation Site connected to the PTS, all PTS structures other than the Generation Feed Network as described in the Specific Site Conditions of the CART.
Generation Feed Network	For a Generation Site connected to the PTS, the set of PTS structures required to evacuate the generation into the PTS, as described in the Specific Site Conditions of the CART.
Réseau de Transport d'Electricité or RTE	Public Limited Company responsible for managing the French Public Transmission System, carrying out its scope of work, in particular, in accordance with Articles L321-6 et seq. of the French Energy Code.
Public Distribution System or PDS	All the installations defined in Article L2224-31 of the General Code of territorial communities.
Public Transmission System or PTS	All of the installations mentioned in Article L.321-4 of the French Energy Code and in Decree No. 2005-172 of 22 February 2005 adopted for its application.
Frequency Containment Reserve (FCR)	Active power reserve available to stabilise the Network frequency following an imbalance.
automatic Frequency Restoration Reserve (aFRR)	Automatically activated active power reserve available to restore the Network frequency to the nominal frequency and, in the case of a synchronous area consisting of more than one LFC area, to restore the balance of power exchanges to the scheduled value.
Replacement Reserve (RR)	Manually activated active power reserve with Full Activation Time less than or equal to 30 minutes.
manual Frequency Restoration Reserve (mFRR)	Manually activated active power reserve with Full Activation Time less than or equal to 15 minutes.
Limited Energy Reservoir	Reserve Providing Group for which a continuous activation of the full reserve for two hours in the positive or negative direction could, without taking into account the effect of active management of the reservoir, lead to a limitation of its capacity to provide full activation of the Frequency Containment Reserve due to the depletion of its energy reservoir(s), taking into account the energy of the reservoir actually available.
Balance Responsible Party Active on a DSO's network or Active BRP	The Balance Responsible Party declared active by the DSOs in the reference data and for which RTE must receive the associated Load Curves from the DSO.
Completing Balance Responsible Party or Completing BRP	Balance Responsible Party designated by a DSO applying the simplified provisions for the reconstitution of flows.
Balance Responsible Party or BRP	A participant that has signed a Participation Agreement to the Rules relating to the BRP mechanism, having financial responsibility for its imbalances.
Capacity Portfolio Manager or CPM	Legal entity held responsible for the commitments made by the Capacity Operators within its Certification Perimeter relating to the settlement of the penalty mentioned in Article L335-3 of the French Energy Code. As such, it is subject to the financial settlement relating to the imbalance of the Capacity Portfolio Manager. The position of Capacity Portfolio Manager is acquired by signing a dedicated contract with RTE, in the Annex of these Rules.

Scheduling Agent or SA	Participant that has signed a Participation Agreement to the Rules relating to the Scheduling allowing the establishment of Forecast Dispatch Schedules.
Reserve Provider or RP	Participant that has signed a Participation Agreement to the Rules relating to the Ancillary Services allowing contribution to frequency control.
Week or W	Period of 7 calendar Days that starts on Saturday at 00:00:00 and ends on the following Friday at 11:59:59.
Direction of the Bid	Upward or downward character of a Bid.
Direction of the Reserve	Upward or downward character of a Reserve.
Block Exchange Service	Service that allows BRPs to schedule Block exchanges through private agreements, or to schedule Block sales to Remotely-Read Consumption Sites, and allows RTE to record the transfers of energy volumes made within each Balance Perimeter.
Ancillary Services or SSY	Services comprising Primary and Secondary Frequency Control, primary and secondary voltage control, as well as synchronous compensation operation.
Frequency Ancillary Services or SSYf	Services including Primary and Secondary Frequency Control.
Site	Establishment identified by its identity number in the national register of enterprises and establishments (SIRET number), as defined by Articles R123-220 of the French Commercial Code or, by default, for sites which do not have such a number, temporarily in the case of a Site connected to the PTS, by the place of generation or consumption of electricity. A Site is either an Injection Site, a Consumption Site or a Stationary Storage Site, and is the same for all the market mechanisms in which it participates.
Injection Site or Generation Site	Site to which Article L.311-1 of the French Energy Code applies, which injects electrical energy at one or more injection points on the Network and for which a Transmission System Access Contract, a Distribution System Access Contract, a Metering Data Service Contract or a Single Contract for Generation has been signed. It comprises one or more Generation Units and, if relevant, one or more Auxiliaries;
Consumption Site	Site belonging to a Consumer who extracts electricity and for which either a System Access Contract, a Metering Data Service Contract, a Single Contract or an Integrated Contract has been signed. This Site is attached to a single Balance Responsible Party.
Profiled Consumption Site	A Consumption Site: - connected, directly or indirectly, to the PDS; and - for which the consumption Load Curve is estimated by Profiling; or - connected to a DSO applying, for this Consumption Site, simplified provisions for the reconstitution of flows and

	without a Metering Installation that returns Remotely-Read Load Curves.
Qualified Consumption Site for sub-metering	Remotely-Read Consumption Site with a qualification enabling its Load Curve to be established on the basis of data measured by sub-metering devices.
Remotely-Read Consumption Site	Consumption Site equipped with a Metering Installation that returns Remotely-Read Load Curves the values from which are used for the Reconstitution of Flows to determine site consumption.
RTE Website	Website with address: https://www.rte-france.com and all Websites belonging to RTE that are referenced therein.
Extraction	Energy corresponding to a measured consumption or a reported sale, and counted negatively for the calculation of the BRP's Imbalance.
Physical Extraction	Quantity representing the energy physically extracted from the Balance Perimeter of a BRP.
STEP or Pumped Energy Transfer Station	Hydroelectric Generation Unit consisting of at least two basins located at different altitudes, and with a pumping capacity from a lower basin to an upper basin.
System Reliability or Electrical System Security	Ability to ensure the normal operation of the PTS, limit the number of incidents, avoid major incidents and limit their consequences when they occur.
Capacity Mechanism Suspension	Administrative suspension of the Capacity Mechanism for a given Delivery Year pronounced before the start date of the Certification Request for that Delivery Year by Order of the Minister for Energy following the identification of the absence of any problem with resource adequacy for that Delivery Year.
Information System or IS	RTE's computing environment, accessible to the Participant, which hosts RTE's applications that allow the Market Rules to be carried out.
Declared Shifted Load Rate	Value, expressed as a percentage (%) and associated with a Declared Load Reduction Schedule, indicating the ratio of energy associated with the shifted load caused by the load reduction, calculated at the DRE level, and the energy associated with the load reduction itself, calculated at the DRE level.
Extreme Temperature	Time Series of values at Time Intervals, for a Delivery Year DY. The Extreme Temperature is used to calculate the Obligation of an Obligated Party, for a Delivery Year DY.
Smoothed Temperature France	Temperature data used in the calculation of Gradients for thermosensitive Sites in the "Obligation" chapter and the thermosensitive Demand Response CEs in the "Certification" chapter.
Trend of the French Electricity System	The direction (upward or downward) of the overall imbalance in the French Electricity System.
Text	All the provisions establishing a framework for the Capacity Mechanism provided for in Articles L335-1 et seq. and R335-1 et seq. of the French Energy Code.

Access Ticket (AT)	Access Tickets to the French Capacity Mechanism are movable, intangible assets corresponding to a normative unit power, initially put up for sale by RTE and which may be acquired by Capacity Operators located within the territory of Interconnected Participating States during dedicated auctions. Access Tickets are fungible for a given Border. They are valid for a given Delivery Year and for a given Border. They correspond to a normative unit power of 0.1 MW.
CE Holder	Signatory of the Capacity Certification Contract, or of the Capacities making up the CE.
Transaction	Periodic and/or day ahead, and/or intraday Import or Export Transaction, giving the Market Participant at Interconnections the option to Notify a Schedule. A Transaction is characterised by a coding identifying the Transaction and the System Operator of origin (in the case of import) or destination (in the case of export).
Commitment Type i or Type of Commitment i	Characteristic of a Commitment is defined by the Full Activation Time and the amount of energy per Number of Incidents to be made available to RTE through Qualified BEs.
Reserve Type	Frequency Containment Reserve or Automatic Frequency Restoration Reserve.
Unit	Power-Generating Module and/or Stationary Storage Unit
Power-Generating Module	Has the meaning stated in the Technical Reference Documentation (DTR)
Stationary Storage Unit	Has the meaning stated in the Technical Reference Documentation (DTR)
User	A legal or physical entity which has entered into a Transmission System Access Contract, a Distribution System Access Contract, a Single Contract, or an Integrated Contract permitting the use, either for injection or extraction, of the PTS or the PDS. Within the meaning of the Market Rules, a User is also a legal or physical entity which has entered into a Metering Data Service Contract.
Variant	Calculation to determine the Reference Curve of a Remotely-Read Consumption Site or Profiled BE if the "based on historical consumption data" method is used. Four types of Variants are possible: mean 10 Days, median 10 Days, mean 4 Weeks, and median 4 Weeks.
Reserve Seller	Participant who transfers Reserves.
Actual Expected Volume of a BE or VAe of a BE	Volume of balancing energy, Upward or Downward, derived from the best forecast of the physical delivery of the BE, established for each 5-Minute Interval.
Expected Theoretical Volume of a BE or VAt of a BE	Volume of balancing energy, Upward or Downward, associated with the product and volume activated by RTE on a BE, established for each 5-Minute Interval.

Volume Attributed	Volume of energy that reflects the contribution of the perimeter of a sub-unit of a BE or DRE, attached to a BRP, in the total Volume Achieved of that BE or DRE.
Market Volume	Volume of balancing energy, Upward or Downward, retained and paid by RTE for the activation of a BE, established for each 5-Minute Interval.
AOLT Contracted Volume	Volume of capacity retained for a Winning Bidder at the end of an AOLT and referred to in the AOLT Contract. The Winning Bidder commits to the availability of this volume throughout the AOLT Securing Period.
Cumulated Volume of Re-Balancings	The sum of the absolute values of the Re-Balancings of a CPM Counted for a Delivery Year.
Achieved Shifted Load Volume	Volume of energy relating to a Control Interval and associated with a Demand Response Entity, calculated on the basis of the Achieved Shifted Load Time Series of the Demand Response Entity for that Control Interval.
Achieved Load-Reduction Volume or VR of a DRE	Volume of energy relating to a Control Interval associated with a Demand Response Entity, calculated on the basis of the Achieved Load-Reduction Time Series of the Demand Response Entity for the same Control Interval.
Volume Achieved of a BE or VR of a BE	Volume of balancing energy over a Control Interval, obtained by comparing the Load Curve of the BE with its Reference Curve.
Flow-Based Area	Several Interconnections, at least one of which is between France and an Interconnected Participant State for which a market coupling based on flows is applied in accordance with Article 20 of the CACM Regulation.

0.B. Introduction

These General Provisions of the Market Rules define the legal and, if relevant, technical and financial terms of the Market Rules.

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

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

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

0.C. Entry into force

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

In accordance with CRE Decision No.2024-43 of 29/02/2024, the present General Provisions shall enter into force on 01/04/2024.

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

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

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

0.D. Revision procedures

Upon the entry into force of new legislative or regulatory texts pertaining to the subject matter of the General Provisions and of each Chapter, RTE undertakes, as necessary, to amend them in order to bring it into compliance with the new provisions in force.

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

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

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

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

0.D.1. Procedures for revision of the General Provisions

The General Provisions are revised according to the following procedures:

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

- For the purpose of preparing the draft revision, RTE consults all stakeholders throughout the preparation phase;
- RTE Notifies CAM members and Participants of the draft revision;
- Within the period specified in this Notification, which may not be less than 1 Calendar Month, CAM members and Participants may Notify RTE of their comments or counter-proposals;
- Upon expiry of the 1-Month period mentioned above, RTE prepares a new draft revision of the General Provisions and Notifies CAM members and Participants of it, taking into account, if relevant, the comments and counter-proposals of the CAM members and Participants. It should be noted that RTE may refuse to take such comments and counter-proposals into account, on condition it provides grounds for its refusal to do so;
- RTE sends the draft revision to the CRE, together with the results of the consultation, and provides justification for its admission or rejection of the comments or counter-proposals received during the consultation phase;
- The CRE approves the draft revision;
- Within a maximum of 15 Business Days following approval by the CRE, RTE:
    - produces the final revised version of the General Provisions:
    - publishes the final revised version of the Market Rules on the RTE Website, along with the date of its entry into force;
    - Notifies each Participant of the availability of the final revised version of General Provisions on the RTE Website, along with the date of its entry into force.

0.D.2. Procedures for revision of a Chapter

Each Chapter is revised in accordance with its specific provisions.

0.E. Liability

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

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

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

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

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

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

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

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

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

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

0.F. Mandate for data exchange

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

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

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

0.G. Assignment transfer

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

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

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

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

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

Pursuant to each Chapter, the Assignee Participant or the Assignee Party may have to carry out some procedures prior to or subsequent to the assignment or transfer of its Participation Agreement.

0.H. Force majeure

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

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

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

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

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

If a force majeure event lasts for a period exceeding 30 consecutive Days, either Party may terminate the Participation Agreement between them, without having to provide compensation to the other Party, by sending the other Party a Notification by registered letter with acknowledgement of receipt. Termination takes effect on the date of receipt of the said letter.

0.I. Settlement of Disputes

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

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

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

0.J. Territoriality

The Market Rules are applicable throughout mainland France. They have no effect in overseas departments, regions and authorities, and in Corsica.

0.K. Applicable law and language

The Market Rules are governed by French law.

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

0.L. Intellectual property

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

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

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

0.M. Confidentiality

0.M.1. Nature of confidential information

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

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

0.M.2. Content of the confidentiality obligation

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

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

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

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

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

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

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

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

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

0.M.3. Duration of the confidentiality obligation

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

0.N. Personal data

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

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

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

0.O. Indicators and Publications

0.O.1. General points

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

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

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

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

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

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

The indicators published on D, shown in this table, are available on the RTE Website at the latest 10 minutes after the end of the Imbalance Settlement Period concerned.

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

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

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

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

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

0.O.2.3. Volume-Weighted Average Price

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

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

aFRR energy activated in France or abroad to satisfy RTE's requirements	Upward	Downward	Energy prices for aFRR activated in France or abroad to satisfy RTE's requirements

The $VWAP_U$ and the $VWAP_D$ are determined as follows:

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

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

Where:

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

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

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

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

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

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

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

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

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

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

Where:

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

0.O.2.4. Marginal Balancing Price

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

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

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

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

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

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

0.P. Access to the RTE Information System

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

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

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

0.Q. Operational exchange procedures

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

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

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

These recordings are kept for a period of 2 Months.

0.R. Notifications

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

- either by hand in exchange for a receipt;
- or by registered letter with acknowledgement of receipt;
- or by electronic means with acknowledgement of receipt.

The date of Notification is deemed to be:

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

0.S. Rounding

0.S.1. Rounding of calculated values

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

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

0.S.2. Financial rounding

Prices are rounded to the nearest Euro cent.

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

0.T. Case of an Emergency State and restoration of the Electricity System

0.T.1. European regulatory framework

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

0.T.2. Suspension of market activities

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

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

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

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

0.T.3. Restoration of market activities

0.T.3.1. Restoration procedure

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

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

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

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

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

0.T.4. Communication procedure

The communication procedure provides that RTE informs the following Parties:

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

The communication procedure includes at least the following steps:

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

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

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

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

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

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

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

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

0.FT Cross-functional Technical Leaflets

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

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

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

Pending the incorporation of the NEBEF Chapter in the harmonised Market Rules, RTE specifies that this Technical Leaflet is not yet applicable to the NEBEF mechanism.

0.FT1.1. Payment Models

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

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

0.FT1.1.1. Corrected Payment Model

Remotely-Read Consumption Sites connected to the PTS are subject to the Corrected Payment Model. On the Balancing Mechanism and on NEBEF, Consumption Sites holding a CARD, with a Subscribed Power strictly greater than 36 kVA and belonging to a Remotely-Read Entity are also subject to the Corrected Payment Model.

0.FT1.1.2. Regulated Payment Model

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

For a PDS Consumption Site participating in Frequency Ancillary Services, if the Supplier of the PDS Consumption Site adheres to Chapter 4, and if the Consumption Site does not participate according to the Contractual Payment Model, then that Consumption Site participates according to the Regulated Payment Model.

0.FT1.1.3. Contractual Payment Model

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

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

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

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

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

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

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

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

0.FT1.1.5. Change of Payment Model

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

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

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

0.FT1.2. Fixed scale for payment

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

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

0.FT1.2.1. Fixed Scale for Profiled Consumption Sites

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

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

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

The supply cost of the supply part is determined on the basis of the above-mentioned report, as a function of the following parameters:

- the price of ARENH, equal to the price of the electricity assigned by Electricité de France to the Suppliers of End Consumers in mainland France, or to System Operators for their power losses pursuant to Article 1 of Law No 2010-1488 of 7 December 2010, as defined in the Order fixing the price of regulated access to incumbent nuclear electricity in force on the date of entry into force of the Fixed Scale of a Profiled Consumption Site on the Base tariff option;
- the base calendar price, defined as the level corresponding to the Supply top-up, or "market top-up", relating to purchases on the electricity wholesale markets, in €/MWh. This reference market price is calculated as the volume-weighted average of the base calendar products exchanged on organised markets and privately, on the date of entry into force of the Fixed Scale of a Profiled Consumption Site on the Base tariff option;
- the capacity price, defined as the level corresponding to the cost of capacity guarantees, relating to the purchases at the capacity auctions organised by EPEX and also incorporating the cost of capacity supply on the market subsequent to the capping of ARENH, in €/MWh. The capacity share not covered by the ARENH is valorised at a price equal to the auction average over the 2 years preceding the delivery year. The capacity share relating to the ARENH capping is valorised at the average price recorded by the capacity auctions organised between the date of notification of the ARENH volumes and the start date of the Delivery Period, on an arithmetical average basis.

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

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

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

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

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

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

The supply cost of the supply part is determined on the basis of the above-mentioned report, as a function of the following parameters:

- the price of ARENH, equal to the price of the electricity assigned by Electricité de France to the Suppliers of End Consumers in mainland France, or to System Operators for their power losses pursuant to Article 1 of Law No 2010-1488 of 7 December 2010, as defined in the Order fixing the price of regulated access to incumbent nuclear electricity in force on the date of entry into force of the Fixed Scale of a Profiled Consumption Site without the Base tariff option;
- the base calendar price, defined as the level corresponding to the supply top-up, or "market top-up", relating to purchases on the electricity wholesale markets, in €/MWh. This reference market price is calculated as the volume-weighted average of the base calendar products exchanged on organised markets and privately, on the date of entry into force of the Fixed Scale of a Profiled Consumption Site without the Base tariff option;
- the capacity price, defined as the level corresponding to the cost of capacity guarantees, relating to the purchases at the capacity auctions organised by EPEX and also incorporating the cost of capacity supply on the market subsequent to the capping of ARENH, in €/MWh. The capacity share not covered by the ARENH is valorised at a price equal to the auction average over the 2 years preceding the delivery year. The capacity share relating to the ARENH capping is valorised at the average price recorded by the capacity auctions organised between the date of notification of the ARENH volumes and the start date of the Delivery Period, on an arithmetical average basis.

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

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

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

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

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

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

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

and according to two time slots:

- Peak Hours for Remotely-Read ("HT Hours"): Monday, Tuesday, Wednesday, Thursday and Friday from 08:00 to 20:00;
- Off-Peak Hours for Remotely-Read ("BT Hours"): all Hours that are not HT Hours.

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

If:

$$Price_{ARENH} > \left(\underset{t \in [1^{st}\ Jan\ \text{N-2 - 30 Nov N-1}]}{Average} \left(Price_{Cal\ Baseload,t}(N) \right) + \frac{Price_C}{8760} \right)$$

Then:

$$Scale(N, S, Pl_H) = \left(\underset{t \in [1^{st}\ Jan\ \text{N-2 - 30 Nov N-1}]}{Price_{Cal\ Avg}(N, Pl_H, t)} \times Weight(S, Pl_H) \right) + \left(Cost_c(S, Pl_H) \times Price_C(S, Pl_H) \right)$$

Otherwise :

$$
\begin{aligned}
&Scale(N, S, Pl_H) \\
&\quad = \Bigg(\Bigg(\Big(1 - Rate_{ARENH\ Rights}\Big) \times \underset{t \in [1^{st}\ Jan\ \text{N-2 - 30 Nov N-1}]}{Price_{Cal\ Avg}(N, Pl_H, t)} \\
&\quad \times Weight(S, Pl_H) \Bigg) + \Big(Cost_c(Price_C)(S, Pl_H)\Big) \Bigg) \\
&\quad + Rate_{ARENH\ Rights} \\
&\quad \times \Bigg(\Big(1 - Rate_{Cap}\Big) \times Price_{ARENH} \\
&\quad + \Bigg(Rate_{Cap} \times \underset{t \in [d_{Cap} + 1\ ;\ d_{Cap} + 10]}{Price_{Cal\ Avg}(N, Pl_H, t)} \times Weight(S, Pl_H) \Bigg) \\
&\quad + Cost_c(PREC(N), S, Pl_H) \Bigg)
\end{aligned}
$$

Where:

- S: the relevant half-year (winter or summer) (without units);
- Pl_H: the relevant range within the quarter (HT or BT Hours) (without units);
- N: the Year for which the Fixed Scale is calculated (without units);
- $\underset{t \in [1^{st}\ Jan\ \text{N-2 - 30 Nov N-1}]}{Average}\Big(Price_{Cal\ Baseload,t}(N)\Big)$: the arithmetical average, for all Days t between 1st January of the Year $N-2$ and 30 November of the Year $N-1$, of the daily settlement prices of the Calendar Baseload contracts for the Year N (unit: €/MWh) ;
- $Price_{Cal\ Avg}(N, Pl_H, t)$: the average Calendar Settlement Price of forward products quoted each Day t of the period over which the average is calculated, for the Year$N$, determined for each time-slot Pl_H as follows (unit: €/MWh):
  - For $Pl_H = HT$: Arithmetic average of the Daily Settlement Prices for Calendar Peakload products in Year N observed ex-post on EEX French Financial Power Futures on the Trading Days t of the period over which the average is calculated;
  - For $Pl_H = BT$, the ratio between:
    - the difference between:
      - the total number of Hours in Year N multiplied by the arithmetic average of the Daily Settlement Prices for Calendar Baseload products in Year N observed ex-post on EEX French Financial Power Futures on the Trading Days t of the period over which the average is calculated;
      - and the number of Hours HT in Year N multiplied by $Price_{Cal_{Avg}}(N, HT, t)$;

- and the number of Hours BT in Year N.

- $Weight(S, Pl_H)$: the weighting of half-yearly settlement prices from an annual settlement price. The weighting of the settlement prices for the Winter (respectively Summer) half-year is equal to the average of the weightings for the Q1 and Q4 (respectively Q2 and Q3) quarterly settlement prices, calculated on the basis of the settlement prices for the last 3 Years, according to the following formula (without units):

$$Weight(Q_i, Pl_H) = \left(\frac{Price_{Quarter\ Avg}(Q_i, Pl_H, t)}{\underset{t\epsilon[1^{st}\ January\ N-3;\ 30\ Nov\ N-1]}{Price_{Quarter\ Avg}(Q_j, Pl_H, t)}} \right)$$

$$\underset{j\epsilon[1,2,3,4];\ t\epsilon[1^{st}\ January\ N-3;\ 30\ Nov\ N-1]}{}$$

- Q_i: the quarter in question. The index i indicates the number of the quarter in the year (Q1 corresponds to the quarter from January to March) (without units);

- $Price_{Quarter\ Avg}(Q_i, Pl_H, t)$: the average settlement price of forward Quarter products quoted each Day t of the period over which the average is calculated, for the available quarter Q_i closest to the date, t determined for each time-slot Pl_H as follows (unit: €/MWh):

  - For $Pl_H = HT$: Arithmetic average of the Daily Settlement Prices for Quarter Peakload products in the next quarter available Q_i observed ex-post on EEX French Financial Power Futures on the Trading Days t of the period over which the average is calculated;

  - For $Pl_H = BT$, the arithmetic mean over the Trading Days t of the period of the ratios between:

    - the difference between:

      - the total number of Hours in quarter Q_i multiplied by the Daily Settlement Price for the Quarter Baseload product in the next available quarter Q_i observed ex-post on EEX French Financial Power Futures on the Trading Days t;

      - and the number of HT Hours in the quarter Q_i multiplied by the settlement price $Price_{Quarter}(Q_i, HT, t)$.

    - and the number of Hours in BT quarter Q_i.

- $\mathrm{Rate}_{\mathrm{ARENH\ Rights}}$: the standardised proportion of off-market electricity ("EHM proportion"). It is calculated as the ratio between (unit: %):

  - a quantity of energy calculated, according to the methodology described in the Order relating to the calculation of ARENH rights in force on the date of publication of the Fixed Scale excluding taxes for Remotely-Read Consumption Sites, as the product of:

    - the matching coefficient for the gate closure on 1st January of the Year of validity of the Fixed Scale excluding taxes for Remotely-Read Consumption Sites;

- the average power of the NTR consumption over the reference period defined in the Order for the Year of validity of the Fixed Scale excluding taxes for Remotely-Read Consumption Sites multiplied by the number of Hours in the NTR consumption Year.

  - the total energy of the NTR consumption. A Reference Remotely-Read National Consumption Year ("NTR consumption") is defined as the series of hourly averages of power consumed by remotely-read consumers in mainland France between 1st November of the Year preceding by two Years the Year of validity of the Fixed Scale excluding taxes for Remotely-Read Consumption Sites and 31 October of the Year preceding the Year of validity of the Fixed Scale excluding taxes for Remotely-Read Consumption Sites. RTE calculates these hourly powers on the basis of the most recent data available to it.

- $Price_{ARENH}$: the off-market reference price is equal to the average, over years N and $N-1$, of the prices of the power assigned by Electricité de France to the Suppliers of Final Consumers in mainland France or System Operators for their power losses pursuant to Article 1 of Law No 2010-1488 of 7 December 2010 (unit: €/MWh);

- $Rate_{cap}$: the ARENH Rights capping rate, published by the CRE at least 30 Days before the start of each Year N in accordance with Article R336-19 of the French Energy Code. A 0% rate corresponds to an absence of capping (unit: %);

- d_{Cap}: date of public notification by the CRE of the ARENH Rights capping rate for Year N in accordance with the procedures provided for in Article R336-20 of the French Energy Code (without units);

- $Cost_c(Price_C, S, H_{Q_i})$: the cost of the capacity, which depends on its price ($Price_C$), half-year S and the time-slot Pl_H concerned (unit: €/MWh);

If $S = winter$, then:

$$Cost_c(Price_C, Winter, Pl_H) = \frac{OC(Pl_H)}{E_{NTR\ Range}(Pl_H)} \times Price_C$$

Where:

- $Price_C$ can take one of two values (unit: €/MW):

  - $\underset{t\epsilon[1^{st}\ Jan\ N-2\ -\ 31\ Dec\ N-1]}{Average} Capacity\ Auction\ (N,t)$;

  - $PREC(N)$: the Capacity Imbalance Settlement Price (PREC) of Year N as defined by the Capacity Mechanism Terms and Conditions;

- $OC(Pl_H)$: Capacity Obligation for Remotely-Read Sites. This is the average power of the remotely-read portfolio recorded on PP1 Days over the time-slots [08:00; 15:00] and [18:00; 20:00] for the Peak time slot and over the time-slot [07:00; 08:00] for the Off-Peak time slot: a weighting of PP1 Days per Month is used, defined in paragraph B.2.5.1 of the Capacity Mechanism Terms and Conditions (unit: MW);

- $E_{NTR\ Range}(Pl_H)$: the total energy consumption per substation of the Remotely-Read Sites over quarters Q1 and Q4 (unit: MWh).

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

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

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

For each 30-Minute Interval (for each 15-Minute Interval from date NF_{20} for NEBEF and MA_{20} for the Balancing Mechanism), the Volume Achieved assigned to each Consumption Site applying the Corrected Payment Model is equal to:

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

Where:

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

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

- $VR_{Dir_K}\left(Site_{s,MC,EDX_j}\right)$: the Volume Achieved, in Dir_K for $Site_{s,MC,EDX_j}$ applying the Corrected Payment Model and belonging to EDX_j for the Time Interval concerned (unit: MWh);
- $\sum_r VR_{Dir_K}\left(Sites_{MRC,\mathrm{BRP_r},EDX_j}\right)$: the sum of the Volumes Achieved by all of the Remotely-Read Consumption Sites applying the Regulated Payment Model or the Contractual Payment Model of the EDX_j attached to the same BRP for all BRP_r for the Time Interval concerned (unit: MWh);
- $\sum_u VR_{Dir_K}\left(Site_{u,MC,EDX_j}\right)$: the sum of the Volumes Achieved per Remotely-Read Consumption Site applying the Corrected Payment Model of the EDX_j for the Time Interval concerned (unit: MWh);
- Dir_K: can only take the value in the direction of demand response consumption in the case of the Balancing Mechanism and NEBEF.

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

For each 30-Minute Interval (for each 15-Minute Interval from date NF_{20} for NEBEF and MA_{20} for the Balancing Mechanism), the Volume Achieved assigned to Supplier F_f and at the Fixed Scale BF_b for the Consumption Sites applying the Regulated or Contractual Payment model of the entity is equal to:

$$V_{Attributed,Dir_K} = \sum_r \left(\frac{VR_{Dir_K}\left(Sites_{MRC,BF_b,F_f,BRP_r,EDX_j}\right)}{\sum_l \sum_m VR_{Dir_K}\left(Site_{MRC,BF_m,F_l,BRP_r,EDX_j}\right)} \times \frac{VR_{Dir_K}\left(Site_{MRC,BRP_r,EDX_j}\right)}{\sum_w VR_{Dir_K}\left(Site_{MRC,BRP_W,EDX_j}\right) + \sum_s VR_{Dir_K}\left(Site_{s,MC,EDX_j}\right)} \right) \times VR_{Dir_K}(EDX_j)$$

Where:

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

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

- $VR_{Dir_K}\left(Sites_{MRC,BF_b,F_f,\mathrm{BRP_r},EDX_j}\right)$: the Volume Achieved, in Dir_K ,of all the Remotely-Read Consumption Sites applying the Regulated Payment Model or the Contractual Payment Model, associated with the Fixed Scale BF_b, Supplier F_f and BRP_r and belonging to EDX_j, for the Time Interval concerned (unit: MWh);
- $\sum_l \sum_m VR_{Dir_K}\left(Site_{MRC,BF_m,F_l,\mathrm{BRP_r},EDX_j}\right)$: the sum of the Volumes Achieved by all Remotely-Read Consumption Sites applying the Regulated Payment Model or Contractual Payment Model associated with the RE_r and having the same Fixed Scale BF_m and the same Supplier F_l on all Fixed Scales and all Suppliers belonging to the EDX_j, for the Time Interval concerned (unit: MWh);
- $VR_{Dir\_K}\left(Site_{MRC,\mathrm{BRP_r},EDX_j}\right)$: the Volume Achieved, in Dir_K, of all the Remotely-Read Consumption Sites applying the Regulated Payment Model or the Contractual Payment Model, associated with the $\mathrm{BRP_r}$, belonging to EDX_j, for the Time Interval concerned (unit: MWh);
- $\sum_w VR_{Dir_K}\left(Site_{MRC,\mathrm{BRP_W},EDX_j}\right)$: the sum of the Volumes Achieved by all of the Remotely-Read Consumption Sites applying the Regulated Payment Model or the Contractual Payment Model and attached to the same BRP over all the BRPs and belonging to EDX_j for the Time Interval concerned (unit: MWh);
- $\sum_s VR_{Dir_K}\left(Site_{s,MC,EDX_j}\right)$: the sum of the Volumes Achieved per Remotely-Read Consumption Site applying the Corrected Payment Model belonging to EDX_j for the Time Interval concerned (unit: MWh);
- $VR_{Dir_K}(EDX_j)$: the Volume Achieved of the EDX_j in the Dir_K for the Time Interval concerned (unit: MWh).
- Dir_K: can only take the value in the direction of demand response consumption in the case of the Balancing Mechanism and NEBEF.

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

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

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

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

Where:

- DRE_j : A Demand Response Entity (without units);
- $V_{Attributed}\left(\{Site_{MV\,m}\}, BF_b, F_f, DRE_j, t\right)$: the aggregate Attributed Volume of the Consumption Sites of the DRE_j applying the Payment Model MV_m associated with Flat Scale BF_b and Supplier F_f for the Control Interval t concerned (unit: MWh);
- $VR\left(DRE_j\right)$: The Achieved Load Reduction Volume of the DRE_j for the Control Interval t concerned (unit: MWh);
- $\left(\frac{\sum_s P_{Subscribed}\left(Site_{\mathrm{s,MV_m,BF_b},F_f,\mathrm{DRE_j}}\right)}{\sum_s P_{Subscribed}\left(Site_{\mathrm{s,DRE_j}}\right)}\right)$: The Distribution Key for the DRE_j Sites associated with Payment Model MV_m, Fixed Scale BF_b and Supplier F_f for the Control Interval concerned, in accordance with the NEBEF Terms and Conditions (without units);
- t: the Control Interval (without unit).

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

For each Time Interval (30-Minute Interval before the date MA_{20}, 15-Minute Interval after the date MA_{20}), the energy volume allocated to Supplier F_f and at Fixed Scale BF_b is equal to the product:

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

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

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

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

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

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

$$P_{Subscribed}(BF_b, F_f, BE_j) = \sum_s P_{Subscribed}\left(Site_{s,BF_b,F_f,BE_j}\right)$$

Where:

- $P_{Subscribed}(BF_b, F_f, BE_j)$: the sum of Subscribed Power by Supplier F_f and at Fixed Scale BF_b for the BE_j (unit: MW);
- BE_j : the Profiled Consumption type Balancing Entity to which any Profiled Consumption Site is attached $Site_s$;
- F_f : the Supplier of $Site_s$;
- BF_b : the Fixed Scale to which the $Site_s$ is subject;
- $P_{Subscribed}\left(Site_{s,BF_b,F_f,BE_j}\right)$: the Subscribed Power of Profiled Consumption Site $Site_s$ linked to Fixed Scale BF_b and Supplier F_f and belonging to BE_j at the end of month M (unit: MW).

The rounding rules described in Article 0.S apply.

The values of the Subscribed Power aggregates are calculated monthly by RTE.

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

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

$$Key(BF_b, F_f, BE_j) = \frac{\sum_s P_{Subscribed}\left(Site_{s,BF_b,F_f,BE_j}\right)}{\sum_s P_{Subscribed}\left(Site_{s,BE_j}\right)}$$

Where:

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

The Distribution Key by Supplier F_f and by Fixed Scale BF_b is determined with a level of accuracy corresponding seven decimal places. The rounding rules described in Article 0.S apply.

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

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

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

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

$$P_{Subscribed}(CatEff_e, BE_j) = \sum_s P_{Subscribed}\left(Site_{s,CatEff_e,BE_j}\right) \frac{\sum_s P_{Subscribed}\left(Site_{s,CatEff_e,BE_j}\right)}{\sum_s P_{Subscribed}\left(Site_{s,BE_j}\right)}$$

Where:

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

The rounding rules described in Article 0.S apply.

The Subscribed Power values are calculated monthly by RTE.

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

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

$$Key(CatEff_e, BE\_j) = \frac{\sum_s P_{Subscribed}\left(Site_{s,CatEff_e,BE_j}\right)}{\sum_s P_{Subscribed}\left(Site_{s,BE_j}\right)}$$

Where:

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

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

The Distribution Key by Demand Response Category $CatEff_e$ is determined with a level of accuracy corresponding to seven decimal places. The rounding rules described in Article 0.S apply.

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

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

RTE sends, at the latest at 23:59 on Tuesday of Week W+2, to the DSO concerned, for each Consumption Site on the Corrected Payment Model connected to the PDS, the Time Series in 30-Minute Intervals from the date NF_{20} for NEBEF and in 15-Minute Intervals from the date MA_{20} for the Balancing Mechanism, the Volume Achieved assigned to the said Site in the course of Week W.

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

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

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

Financial flows between the Consumption Site and the Participant are subject to the terms of the contract between the parties. Therefore, these flows and the consequences relating to a payment default by the Consumption Site to the Electricity Supplier are not described in these Rules.

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

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

0.FT1.5.1. Creditor and debtor counterparties

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

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

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

The Time Interval corresponds to the Half-Hourly Interval up to date SY_{20} and then to the 15-Minute Interval from date SY_{20}.

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

0.FT1.5.1.2. Demand Responses valorised on the Balancing Mechanism and the NEBEF: matching between creditor and debtor counterparties

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

0.FT1.5.2. Tax and accounting treatment

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

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

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

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

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

0.FT1.5.3. Exchange procedures for financial flows

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

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

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

For each Time Interval (30-Minute Interval before date MA_{20}, 15-Minutes Interval after MA_{20}) t and each BE_j on which an Upward Balancing Bid is activated, the amount of the payment due by the debtor counterparty to the creditor counterparty is equal to the sum, over all the Fixed Scales, of the product (i) of the energy volumes assigned in Article 0.FT1.3 to the Sites having Supplier F_f and Fixed Scale $\mathrm{BF_b}$ and (ii) of the Fixed Scale $\mathrm{BF_b}$.

$$Payment_{BM}(BF_b, F_f, BE_j, t) = \sum_s \sum_b \left(\left(V_{Attributed}\left(Site_{s,MR,BF_b,F_f,BE_j}, t\right) \right) \times BF_b\left(Site_{s,MR,BF_b,F_f,BE_j}, t\right) \right)$$

Where:

- $Payment_{BM}(BF_b, F_f, BE_j)$: the amount of the payment due by the debtor counterparty to the creditor counterparty for the Time Interval concerned (unit: €);
- $\left(V_{Attibuted}\left(Site_{s,MR,BF_b,F_f,BE_j}\right)\right)$: The Attributed Volume of the Remotely-Read Consumption Site applying the Regulated Payment Model, associated with Fixed Scale BF_b and Supplier, F_f and belonging to BE_j, for the Time Interval considered (unit: MWh);
- $BF_b\left(Site_{s,MR,BF_b,F_f,BE_j}, t\right)$: the Fixed Scale applicable to Site s for Time Interval t (€/MWh);
- t : Time Interval (30-Minutes Interval before date MA_{20}, 15-Minutes Interval after MA_{20}) (without units).

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

The control energy calculated, in accordance with Chapter 4, for each Half-Hourly Interval before date SY_{20} and each Quarter-Hourly Interval after date SY_{20}, and for each Consumption Site participating according to the Regulated Payment Model MR, is valorised at the Fixed Scale BF_b applicable to the Consumption Site. This valorisation is referred to as a payment in the remainder of the Article. In accordance with Article 0.FT1.5.1.1, the sign of the control energy determines the debtor counterparty and the creditor counterparty.

For Consumption Site $Site_{s,MR,RPG\ \ i}$, applying the Regulated Payment Model, and for a Half-Hourly Interval before date SY_{20}, and for a Quarter-Hourly Interval after the date SY_{20} referred to as t, the payment is equal to:

For a Reserve Provider:

$$Payment_{RP}\left(Site_{s,MR,RPG_i},t\right) = max\left(0\ ;V\left(Site_{s,MR,RPG_i},t\right)\right) \times BF_b\left(Site_{s,MR,RPG_i},t\right)$$

For a Supplier:

$$Payment_{F\,f}\left(Site_{s,MR,RPG_i},t\right) = max\left(0\ ;-V\left(Site_{s,MR,RPG_i},t\right)\right) \times BF_b\left(Site_{s,MR,RPG_i},t\right)$$

Where:

- $Payment_{\mathrm{RP}}\left(Site_{s,\mathrm{MR},RPG_{\mathrm{i}}},t\right)$: the amount of the payment due, in respect of control energy, by the debtor counterparty to the creditor counterparty for the Time Interval concerned within the framework of a Consumption Site $Site_{s,\mathrm{MR},RPG_{\mathrm{i}}}$ relating to a Reserve Provider RP (unit: €);
- $Payment_{\mathrm{Ff}}\left(Site_{s,\mathrm{MR},RPG_{\mathrm{i}}},t\right)$: the amount of the payment due, in respect of control energy, by the debtor counterparty to the creditor counterparty for the Time Interval concerned within the framework of a Consumption Site $Site_{s,\mathrm{MR},RPG_{\mathrm{i}}}$ relating to a Supplier F_f (unit: €);
- $\mathrm{V}\left(Site_{s,MR,RPG_{\mathrm{i}}},t\right)$: the control energy for Consumption site $Site_{s,MR,RPG_{\mathrm{i}}}$ applying the Regulated Payment Model MR for the Time Interval concerned t and attached to the Reserve Providing Group, RPG_{i} calculated in accordance with Chapter 4 (unit: MWh);
- $BF_b\left(Site_{s,MR,RPG_{\mathrm{i}}},t\right)$: the Fixed Scale for the Consumption Site $Site_{s,MR,RPG_{\mathrm{i}}}$ for the Interval concerned t (unit: €/MWh);
- t: Half-Hourly Interval before date SY_{20}, Quarter-Hourly Interval after date SY_{20} (without units).

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

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

- the sum, over all the Control Intervals t of Month M and Fixed Scales BF_b, of the product (i) of the Achieved Load Reduction Volume of the DRE_j assigned to Supplier F_f and Fixed Scale BF_b on Control Interval t and (ii) of the Fixed Scale value BF_b for Control Interval t.
- the sum, over all the Control Intervals t of Month M and Fixed Scales BF_b, of the product (i) of the Achieved Shifted Load Volume of the DRE_j assigned to Supplier BF_b and Fixed Scale BF_b on Control Interval t and (ii) of the Fixed Scale value BF_b for Control Interval t.

$$Payment_{NEBEF}(BF_b, F_f, DRE_j, M) = \left(\sum_{t\in M}\sum_{s}\sum_{b}\left(\left(VR\left(Site_{s,MR,BF_b,F_f,DRE_j}, t\right)\right) \times BF_b\left(Site_{s,MR,BF_b,F_f,DRE_j}, t\right)\right)\right) - \left(\sum_{t\in M}\sum_{s}\sum_{b}\left(\left(V_{Shifted\ Load}\left(Site_{s,MR,BF_b,F_f,DRE_j}, t\right)\right) \times BF_b\left(Site_{s,MR,BF_b,F_f,DRE_j}, t\right)\right)\right)$$

Where:

- $Payment_{\text{NEBEF}}(BF_b, F_f, DRE_j, M)$: the amount of the payment due by the debtor counterparty to the creditor counterparty for the Month M concerned (unit: €);
- $VR\left(Site_{s,MR,BF_b,F_f,DRE_j}, t\right)$: The Achieved Load Reduction Volume of the Remotely-Read Consumption Site s applying the Regulated Payment Model, associated with Fixed Scale BF_b and Supplier, F_f and belonging to DRE_j, over the Control Interval considered (unit: MWh);
- $BF_b\left(Site_{s,MR,BF_b,F_f,DRE_j}, t\right)$: the Fixed Scale applicable to the Site s over the Control Interval t (€/MWh);
- t: the Control Interval (without unit).

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

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

- the debtor counterparty may make advance payments to the Collection and Payment Fund account, the bank details of which are specified in the Participation Agreement:
  - before the Monday falling between the 9th and 15th day of Month M+1 for payments in respect of Month M, and
  - by bank transfer according to the formal procedure described in the IS Terms and Conditions;
- no later than the 20th Day of Month M+1, RTE Notifies the debtor counterparty of the energy volumes assigned for Month M by Fixed Scale, by 30-Minutes Interval (by 15-Minutes Interval from date NF_{20}, MA_{20} and SY_{20}), and by entity. For Suppliers, this Notification is sent aggregated at Supplier level per Fixed Scale and per Month;

- before the end of Month M+1 for the Balancing Mechanism and Frequency Ancillary Services, and before the 4th Day of Month M+2 for the NEBEF mechanism, RTE invoices the debtor counterparty for an amount corresponding to the sum of the payments, deducting from them the sums excluding taxes already paid as advance payments into the Collection and Payment Fund account;
- the debtor counterparty settles the invoice within 5 Calendar Days following its date of issue;
- In the case where RTE discovers that an overpayment has been made by a debtor counterparty, this amount is repaid to the counterparty following the procedures and deadlines described in the Chapter concerned;
- the funds collected in the Collection and Payment Fund are kept by RTE until they are paid to the creditor counterparties in accordance with Article 0.FT1.5.8.

0.FT1.5.7.1. Details on advance payments from debtor counterparties into the Collection and Payment Fund

These advance payments are fiscally equivalent to down payments. Consequently, the down payments made fall within the scope of VAT, the VAT having to be reverse charged by the Participant at the time the advance payment is made. Advance payments to the Collection and Payment Fund are made by the Participant during Month M for payments in respect of Month M, with the value Day acting as proof.

0.FT1.5.7.2. Details on invoicing procedures

RTE prepares an invoice in respect of the down payments already paid in the case of advance payments by the debtor counterparty.

RTE calculates the amount corresponding to the sums due for Month M. When this amount is positive, RTE invoices the debtor counterparty for this amount, deducting if relevant:

- down payments already paid by the debtor counterparty relating to advance payments to the Collection and Payment Fund account and
- the amounts corresponding to the sums due for the Months prior to M for which these amounts are negative and have not already been taken into account in an invoice issued by RTE. This invoicing takes into account the VAT reverse charge procedures in accordance with Article 283.2d, paragraph 2, of the French General Tax Code. Where the amount corresponding to the sums due for Month M is negative, RTE does not issue an invoice and Notifies the debtor counterparty of this amount.

The debtor counterparty settles the invoice in accordance with the procedures and deadlines described in the relevant Chapter.

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

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

The payment of the sums collected is carried out on the basis of an invoice issued by RTE in the name of and on behalf of the credit counterparties concerned, at the latest by the 20th Business Day of Month M+2, in accordance with the procedures and deadlines described in Annex 0.A3 and in the relevant Chapters.

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

RTE cannot under any circumstances be held responsible for the non-payment by the debtor counterparty of the sums mentioned above.

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

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

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

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

However, RTE will do its utmost to take into account late payments of debtor counterparties in the self-billing invoice prepared by RTE for the payment of the sums due to the creditor counterparties concerned no later than the 20th Business Day of Month M+2.

When invoking the Bank Guarantee does not cover all of the payment default, RTE communicates to the creditor counterparties concerned, at their request, the identity of the defaulting debtor counterparty as well as the amount of the sums it owes to the said creditor counterparties.

0.FT1.5.8.2. Additional specificity in the case of default by a NEBEF Mechanism Participant

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

RTE suspends the Participant's Participation Agreement in accordance with procedures provided for in the NEBEF Terms and Conditions.

The suspension of the Participant's Participation Agreement results in the automatic application, by RTE, of the NEBEF Terms and Conditions

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

0.FT1.5.9. Remuneration of sums in the case of the NEBEF Mechanism

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

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

Every 12 Months, if relevant, RTE clears the dedicated account. The sums, which do not belong to RTE, are paid to the Demand Response Aggregators, with a deduction made for the overpayments by the Demand Response Aggregators in proportion to the load reduction volumes within their supply perimeter in the Actual Load Reduction Time Series for Profiled and Remotely-Read Demand Response Entities.

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

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

The remuneration for load reductions carried out by Consumption Sites on the Contractual Payment Model is made at a price determined by the binding contract between the Participant and the Supplier of the Sites.

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

0.FT1.7. Specific provisions for Consumption sites on the Payment Model which does not take into account the control energy (only Frequency Ancillary Services)

For Consumption Sites on the Payment Model which does not take into account the control energy, there is no financial flow between the Participant and the Supplier of the Site.

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

The procedures relating to the financial security process apply separately to each mechanism of the Rules. No pooling is possible. The financial security process is based on the Bank Guarantees that the Participant can provide to RTE.

0.FT1.8.1. Bank Guarantee

0.FT1.8.1.1. Characteristics of the Bank Guarantee

The Bank Guarantee must be issued by a credit institution within the meaning of Articles L. 511-1, L. 511-5 and L. 511-6 of the French Monetary and Financial Code and must be in accordance with the first demand Bank Guarantee template attached in Annex 0.A4.

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

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

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

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

The amount of the Bank Guarantee is in accordance with one of the amounts specified in the table in Article 0.FT1.8.1.2.

The Bank Guarantee is issued for a period of validity of at least 1 year.

The amount and duration of the Bank Guarantee may be modified by an Amendment to the Bank Guarantee in accordance with the template attached in Annex 0.A5.

0.FT1.8.1.2. Amount of Bank Guarantee

The amount of the Bank Guarantee submitted to RTE determines the amount of outstanding debt authorised by the counterparty, under the conditions set out below.

Amount of Bank Guarantee (€)	Outstanding debt authorised (€)
10,000	10,000
50,000	50,000
100,000	100,000
200,000	200,000
300,000	300,000

0.FT1.8.1.3. Bank Guarantee process

Bank Guarantees must comply with the characteristics set out in Article 0.FT1.8.1.1 et 0.FT1.8.1.2.

If the Participant does not have a Bank Guarantee or if the Participant has an invalid Bank Guarantee or the expiry deadline is less than 3 Months, then the Participant may, at any time, supply RTE with a new Bank Guarantee or an Amendment to the Bank Guarantee which extends its duration, the amount of which is in accordance with one of those specified in Article 0.FT1.8.1.2. It must then Notify RTE by registered letter with acknowledgement of receipt. For Frequency Ancillary Services, RTE amends the Daily Limit Of Exchanges in accordance with Article 0.FT1.8.2 within a deadline of 10 Business Days following the receipt of the request.

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

If the Reserve Provider wishes to amend the amount of a current Bank Guarantee, it must Notify RTE. RTE takes into account the new value of the Bank Guarantee for the calculation of the Daily Limit of Exchanges, within a deadline of:

- 10 Business Days, if the amount of the Bank Guarantee has increased;
- 3 Months, if the amount of the Bank Guarantee has decreased.

0.FT1.8.1.4. *Invocation of the Bank Guarantee*

In the event of non-payment of all or part of an invoice or any payment required by RTE, RTE shall suspend the Participant's Participation Agreement for the mechanism concerned, under the conditions provided for in the Chapters and terms and conditions relating to the mechanism concerned.

RTE sends the Participant formal notice by registered mail with acknowledgment of receipt, to make the payment of the outstanding sums within a deadline of 10 Business Days following the date of receipt.

If the Participant has not made the payments referred to in the formal notice at the expiry of the deadline referred to above, RTE invokes the Bank Guarantee of the Participant by means of the letter template attached in Annex 0.A6.

No later than 10 Business Days after the Bank Guarantee has been invoked, the Participant Notifies RTE of a new Bank Guarantee in accordance with Article 0.FT1.8.1.1.

Failing this, RTE may terminate the Participant's Participation Agreement for the mechanism concerned, under the conditions described in the Chapters and terms and conditions relating to the mechanism concerned.

0.FT1.8.1.5. Renewal of the Bank Guarantee

No later than 4 Months before the Bank Guarantee expiry date, RTE Notifies this expiry date to the Counterparty.

No later than 3 Months before the Bank Guarantee expiry date, the Participant may Notify RTE of a new Bank Guarantee or an Amendment to the Bank Guarantee that extends its term, the amount of which is in accordance with one of those specified in Article 0.FT1.8.1.2.

The date of entry into force of the new Bank Guarantee must correspond to the date of expiry of the previous Bank Guarantee.

If RTE does not receive new Bank Guarantee within the above deadline, the authorised outstanding debt for the Participant is equal to zero from the date of expiry of the Bank Guarantee.

0.FT1.8.1.6. Case of revision of the amount of the Bank Guarantee on the Participant's initiative

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

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

0.FT1.8.1.7. Case of revision of the amount of the Bank Guarantee on RTE's initiative

The amount of the Bank Guarantee may be revised by RTE in the following cases:

- when the financial summary prepared by RTE under Article 0.FT1.5.7 is higher than the amount of the Bank Guarantee, RTE then gives the Participant formal notice to make an advance payment to the Collection and Payment Fund for the relevant mechanism within a deadline of 5 Days and to re-evaluate its Bank Guarantee within a deadline of 1 Month;
- if the Bank Guarantee has been invoked by RTE or if RTE has recorded, over one Rolling Year, 2 Payment Incidents that have given rise to Notifications of payment requests by registered letter with acknowledgement of receipt. In this case, RTE may give the Participant formal notice to Notify RTE, within a period of 1 Month, of a new Bank Guarantee in which the amount is in accordance with the Bank Guarantees defined in Article 0.FT1.8.1.2 and covering the maximum amount between the Bank Guarantee invoked and the sum of the amounts due under the invoices issued by RTE for which a Payment Incident has been reported and not settled by the date of the formal notice referred to above;
- if, during the execution of the Participation Agreement, the long term financial rating of the credit institution which issued the Bank Guarantee falls below [BBB+] (Standard & Poor's or Fitch ratings) or [Baa1] (Moody's rating), RTE may give the Participant formal notice to provide a new Bank Guarantee in accordance with the criteria defined above within a deadline of 1 Month from receipt of the formal notice.

0.FT1.8.1.8. Return

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

0.FT1.8.2. Outstanding debt

0.FT1.8.2.1. Authorised value of the outstanding debt

The authorised amount of outstanding debt is equal to the amount of the Bank Guarantee.

In the case where there is no Bank Guarantee or an invalid Bank Guarantee, the authorised outstanding debt is equal to zero.

0.FT1.8.2.2. Monitoring of outstanding debt relating to the Balancing Mechanism and NEBEF mechanism

RTE monitors, on each Day D, the financial summary of the Participant under the mechanisms concerned and by mechanism. This financial summary takes into account:

- the advance payments made by the Participant for the Suppliers of load reduced Consumption Sites;
- the sums due from the Participant to the Suppliers of load reduced Consumption Sites, for the invoices issued by RTE to the Balancing Service Provider and not settled;
- an estimate of the amounts due from the Participant to the Suppliers of load-reduced Consumption Sites up to D-3 Business Days for Month M and Month M-1 if Day D precedes the Friday between the 14th and 20th of Month M, equal to:

$$Amounts\ Due_{Estim}(Participant) = \sum_{t_M} \sum_{EDX_j} \sum_{Site_{s,MR} \in EDX_j} \left(V(EDX_j, t_M) \times BF_b\left(Site_{s,MR}(EDX_j, t_M)\right) \times \frac{\Delta_{Max} P_H(Site_{s,MR}, t_M)}{\sum_{Site_s \in EDX_j}(\Delta_{Max} P_H(Site_s, t_M))} \right)$$

Where:

- $Participant$: Balancing Service Provider and/or Demand Response Aggregator;
- EDX_j: an entity, which may be either a BE or a DRE (without units);
- t_M: one of the Time Intervals corresponding to the Control Interval on Month M;
- $V(EDX_j, t_M)$: the volume of energy corresponding to the Balancing Order or the Retained Load Reduction Schedule for EDX_j for the Time Interval t_M considered (unit: MWh);
- $Site_{s,MR}$: one of the Sites in the EDX_j that apply the Regulated Payment Model;
- $Site_s$: one of all the Sites belonging to the EDX_j. Therefore: $Site_{s,MR} \subset \{Sites_s\}$;
- $BF_b\left(Site_{s,MR}(EDX_j, t_M)\right)$: the Fixed Scale for $Site_{s,MR}$ which applies the Regulated Payment Model and belongs to the EDX_j, for Time Interval t_M (unit: €/MWh);
- $\Delta_{Max} P_H(Site_{s,MR}, t_M)$:the maximum upward variation, declared by the Participant, that the $Site_{s,MR}$ applying the Regulated Payment Model is able to achieve over a Time Interval t_M (unit: MW);
- $\sum_{Site_s \in EDX_j}(\Delta_{\text{Max}} P_H(Site_s, t_M))$:the maximum aggregated upward variation, declared by the Participant, that all the constituent Sites of the EDX_j are able to achieve over a Time Interval t_M (unit: MW).

0.FT1.8.2.3. Monitoring of outstanding debt relating to Frequency Ancillary Services

RTE monitors, on each Day D, the financial summary of each counterparty. This financial summary takes into account:

- the advance payments made by the counterparty;
- the sums due by the counterparty for the invoices issued by RTE to debtor counterparties and not settled;

- an estimate of the amounts due by the counterparty on Half-Hourly Intervals up to date SY_{20} and then on Quarter-Hourly Intervals after date SY_{20}, prior to Day D and not yet invoiced, equal to:

For a Reserve Provider:

$$Amounts\ Due_{Estim}(RP) = \sum_{t} \sum_{Site_{s,RPG,MR}} max(0\ ;\ V(Site_{s,RPG,MR}, t)) \times BF\left(Site_{s,RPG,MR}, t\right)$$

For a Supplier:

$$Amounts\ Due_{Estim}\left(Supplier\ F_f\right) = \sum_{t} \sum_{Site_{s,F_f,RPG,MR}} max(0\ ;\ -V(Site_{s,F_f,RPG,MR}, t)) \times BF\left(Site_{s,F_f,RPG,MR}, t\right)$$

Where:

- $V(Site_{s,RPG,MR}, t)$ and $V(Site_{s,F_f,RPG,MR}, t)$: the volume of control energy, respectively for Consumption Site $Site_{s,RPG,MR}$ associated with the RPG of Reserve Provider RP and for Consumption site $Site_{s,F_f,RPG,MR}$, associated with Supplier F_f, for the Time Interval concerned t and calculated in accordance with Chapter 4 (unit: MWh);
- $BF\left(Site_{s,RPG,MR}, t\right)$ and $BF(Site_{s,F_f,RPG,MR}, t)$: the Fixed Scale, respectively for Consumption Site $Site_{s,RPG,MR}$ associated with Reserve Provider RP and for Consumption Site $Site_{s,F_f,RPG,MR}$ associated with Supplier F_f, for the Time Interval t concerned (without units);
- t: the Half-Hourly Interval up to date SY_{20} and then the Quarter-Hourly Interval after date SY_{20}, prior to Day D and not yet invoiced in accordance with Chapter 4;

0.FT1.8.2.4. Non-compliance with authorised outstanding debt

When the financial summary calculated by RTE under Article 0.FT1.8.2.2 or 0.FT1.8.2.3 is greater than zero, RTE may suspend the Participant's Participation Agreement for the mechanism concerned, in accordance with the procedures in the applicable Chapter. RTE then issues a formal notice to the Participant to make an advance payment, covering its outstanding debt, to the Collection and Payment Fund within a deadline of 10 Days and to obtain a Bank Guarantee within a deadline of 1 Month.

0.FT2. METHODS FOR ESTABLISHING THE REFERENCE CURVE

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

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

Prior to the incorporation of the NEBEF Chapter in the harmonised Market Rules, this Technical Leaflet is not yet applicable to the NEBEF mechanism and reference should be made to the NEBEF terms and conditions in force.

0.FT2.1. "Single rectangle" method

0.FT2.1.1. Criteria for using the method

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

- PTS Injection BE
- PDS Injection BE
- Remotely-Read Consumption BE
- Profiled Consumption BE.

0.FT2.1.2. Determination of the Reference Curve

Up to the date MA_2, the BE's Reference Curve is equal, over all the Control Intervals of the Control Period, to the average power P1 observed over the Imbalance Settlement Period preceding the Implementation Period, regardless of the actual time of transmission of the Balancing Order by RTE.

From the date MA_2, the BE's Reference Curve is equal, over all the Control Intervals of the Control Period, to the average power P1 observed over the reference period. The reference period corresponds to all the Control Intervals making up a period equal to the difference between the deactivation time and the activation time preceding the implementation period, regardless of the actual time of transmission of the Balancing Order by RTE.

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

0.FT2.1.3. Special cases

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

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

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

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

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

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

According to Chapter 2 and the NEBEF Terms and Conditions, a Site may be attached to both a DRE and a BE.

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

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

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

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

From the date MA_2, the following conditions apply:

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

0.FT2.2. "Corrected double reference rectangle" method

0.FT2.2.1. Criteria for using the method

By default, the Reference Curve of a DRE is established using the "corrected double reference rectangle" method for Remotely-Read DREs and Profiled DREs.

0.FT2.2.2. Determination of the Reference Curve

For each Control Interval of the Demand Response Period considered, the value of the Reference Curve of the DRE is equal to the minimum value between the initial reference power and the final reference power.

For each Control Interval of the Shifted Load Period considered, the value of the Reference Curve of the DRE is equal to the maximum value between the initial reference power and the final reference power.

The initial reference power is the average power per Control Interval of the DRE's Consumption Curve, calculated over a duration equal to the minimum between the duration of the Demand Response/Shifted Load Period considered and two Hours, and ending at the Demand Response/Shifted Load Start Time.

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

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

The Demand Response/Shifted Load Period cannot exceed a duration of 2 Hours for Remotely-Read Demand Response Entities, and cannot exceed a duration of 5 Hours for Profiled Demand Response Entities.

The duration without load reduction between two Demand Response/Shifted Load Periods must be greater than or equal to the minimum of either the maximum of the durations of these two Demand Response/Shifted Load Periods or 2 Hours.

0.FT2.3. "Site-to-site algebraic rectangle" method

0.FT2.3.1. Criteria for using the method

The "site-to-site algebraic rectangle" method for establishing the Reference Curve is applicable to Profiled DREs containing more than 3,000 Profiled Consumption Sites.

0.FT2.3.2. Determination of the Reference Curve

Over each Time Interval of the Demand Response Period considered, the value of the Reference Curve of the Profiled DRE is equal to the sum of the unit reference curves of the Consumption Sites making up this entity.

The Time Interval is:

- before the date NF_{20}, in 10-Minute Intervals;

- after the date NF_{20}, in 15-Minute Intervals.

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

A demand response of up to 1 Hour is performed by simultaneous individual demand responses of the same duration over the Demand Response Period

The Reference Curve is constructed as follows:

- On each Consumption site and for each Time Interval of the Demand Response Period, the value of the Unit Reference Curve is equal to the initial unit reference power.
- The initial unit reference power is the average power of the Consumption Curve for the Consumption Site over the two Time Intervals preceding the Load Reduction Start Time.

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

On each Consumption Site, for each Time Interval of the Demand Response Period considered and for each individual load reduction carried out, the value of the Unit Reference Curve is equal to the initial unit reference power. This same Unit Reference Curve value equal to the initial unit reference power also applies to the 2 Time Intervals following the individual load reduction considered.

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

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

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

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

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

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

The individual load reductions considered may last up to 1 Hour for a Profiled DRE load reduction with a duration of up to 1 Hour. The individual load reductions considered may not last more than one Time Interval for a Profiled DRE load reduction of more than 1 Hour.

0.FT2.4. Consumption forecast method

0.FT2.4.1. Criteria for using the method

The “consumption forecast” method is applicable to Remotely-Read DREs and Remotely-Read Consumption BEs. The Sites making up the DRE or BE must be individually certified.

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

From the date BM_6, the “consumption forecast” method is applicable to Profiled Consumption BEs: in this case, the method applies at the BE level, which must be certified.

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

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

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

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

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

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

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

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

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

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

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

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

The Time Interval is:

- Before the date NF_{20} in 30-Minute Intervals for NEBEF and before the date MA_{20} in 10-Minute Intervals for the Balancing Mechanism;
- After the date NF_{20} for NEBEF and the date MA_{20} for the Balancing Mechanism, in 15-Minute Intervals.

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

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

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

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

The monthly verification of the quality of the forecasts consists in verifying, for each Month M for which the Remotely-Read Consumption Site or Profiled Consumption BE is certified, that the quality indicators for the “consumption forecast” method meet the criteria defined in Article 0.FT2.4.5. For Remotely-Read Consumption Sites, the calculation of the indicators for month M is only carried out for certified Consumption Sites attached to a DRE or a BE using the “consumption forecast” method during month M.

If the monthly verification of the quality of the forecasts shows that at least one of these criteria is not met for Month M, RTE will Notify the Demand Response Aggregator or Balancing Service Provider no later than 10 Business Days before the end of Month M+2.

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

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

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

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

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

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

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

- the absolute error (ε):

$$Absolute\ error\ (\varepsilon) = \frac{1}{N}\sum_{t=1}^{N}\frac{|PrevConso(t) - Conso(t)|}{C_{Max}(Site\ or\ BE, t)}$$

- the centring error (ε'):

$$Centring\ error\ (\varepsilon') = \frac{1}{N}\left|\sum_{t=1}^{N}\frac{PrevConso(t) - Conso(t)}{C_{Max}(Site\ or\ BE, t)}\right|$$

Where:

- $PrevConso(t)$: the value of the consumption forecast transmitted by the Demand Response Aggregator or Balancing Service Provider to RTE, in accordance with the provisions of Article 0.FT2.4.3, for the Time Interval t; it should be noted that within the framework of the sub-metering experiment in progress on the NEBEF mechanism, it is the consumption forecast at the sub-metering level that is used (unit: kWh);
- $Conso(t)$: the value of the Load Curve of the Remotely-Read Consumption Site or the Profiled Consumption BE for the Time Interval t. It should be noted that, within the framework of the sub-metering experiment in progress on the NEBEF mechanism, it is the Consumption Curve of the site at the sub-metering level that is used (unit: kWh);
- N: the number of Time Intervals over the time period considered for the calculation of the indicator. The following are excluded from the calculation period of the indicator:
  - the Activation Periods of the BE to which the Remotely-Read Consumption Site is attached or of the Profiled BE;
  - the Demand Response Periods and Shifted Load Periods of the DRE to which the Consumption Site is attached;

- the Time Intervals for which no consumption forecast has been transmitted for the Remotely-Read Consumption Site or the Profiled Consumption BE in accordance with the conditions of Article 0.FT2.4.3;
- For Time Intervals at which the value of the Consumption Curve for the Consumption Site is not known when calculating the indicator, the value of the Consumption Curve for the Time Intervals concerned is equal to the value of the Reference Curve for this same Time Interval; On receipt of the Consumption Curve for the Consumption Site, the forecast quality indicators are recalculated;

- $C_{Max}(Site\ or\ BE, t)$: maximum upward Demand Response or Balancing Capacity of the Remotely-Read Consumption Site or Profiled Consumption BE for the Time Interval t, determined in accordance with Chapter 2 and the NEBEF Terms and Conditions (unit: kW).

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

For the transition to ISP 15, the new thresholds will be applied ex-post in favour of the Participant.

0.FT2.4.6. Determination of the Reference Curve

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

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

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

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

On the NEBEF mechanism, the Demand Response/Shifted Load Period may not exceed a duration of 7 days. The duration between two Demand Response/Shifted Load Periods must be greater than or equal to 24 Hours for each demand response with a duration of more than 24 Hours.

0.FT2.5. "Consumption history" method

0.FT2.5.1. Criteria for using the method

The “consumption history” method is applicable to Remotely-Read DREs and Remotely-Read Consumption BEs. The sites must be individually certified. The Sites making up the same entity may be certified for different variants.

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

From the date MA_6, the “consumption history” method is applicable to Profiled Consumption BEs: in this case, the method applies at the BE level, which must be certified.

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

0.FT2.5.2. Certification request

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

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

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

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

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

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

The Distribution System Operator transmits to RTE the Consumption Curves of the Consumption Sites concerned, required for the implementation of the variant of the method selected by the Site(s) for the first month of attachment of the Consumption Site(s) to an DRE or BE certified for the consumption history method. This data must be sent on or after the 1st Day of the month M of attachment of the site to the DRE or BE and at the latest at 12:00 (noon) on the second Friday of month M.

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

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

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

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

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

0.FT2.5.3.1. Declaration of recurring unavailabilities

For each Remotely-Read Consumption Site and each Profiled Consumption BE certified for the “consumption history” method, the Demand Response Aggregator or Balancing Service Provider may declare recurring unavailabilities. The Days on which recurring unavailabilities are declared are not taken into account in the calculation of the certification criteria, or in the calculation of the Reference Curve, as described in Article 0.FT2.5.4.

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

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

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

0.FT2.5.3.2. Declaration of exceptional unavailabilities

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

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

For a Remotely-Read Consumption Site or Profiled BE certified for the "consumption history" method, a Day D of exceptional unavailability must be declared by D-2 at the latest.

The number of Days of exceptional unavailability must be less than or equal to 49 Days over a Calendar Year.

0.FT2.5.4. Calculation of the Reference Curve with the "consumption history" method

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

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

- before the date NF_{20} in 30-Minute Intervals for NEBEF and before the date MA_{20} in 10-Minute Intervals for the Balancing Mechanism;
- after the date NF_{20} for NEBEF and the date MA_{20} for the Balancing Mechanism, in 15-Minute Intervals.

0.FT2.5.4.1. 10-Day Mean Variant

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

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

0.FT2.5.4.2. 10-Day Median Variant

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

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

0.FT2.5.4.3. 4-Week Mean Variant

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

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

0.FT2.5.4.4. 4-Week median Variant

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

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

0.FT2.5.5. Monthly verification of the quality of the Reference Curve based on historical data

The monthly verification of the quality of the Reference Curve based on historical data consists of verifying, for each Month M for which the Remotely-Read Consumption Site or Profiled Consumption Site is certified, that the quality indicator for the “consumption history" method meets the criteria defined in Article 0.FT2.5.6. For Remotely-Read Consumption Sites, the calculation of the indicators for month M is only carried out for certified Sites attached to a DRE or a BE using the “consumption history” method during month M.

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

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

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

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

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

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

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

$$Absolute\ error\ (\varepsilon) = \frac{1}{N}\sum_{t=1}^{N}\frac{|HistoConso(t) - Conso(t)|}{C_{Max}(Site\ or\ BE, t)}$$

Where:

- $HistoConso(t)$: the value of the Reference Curve calculated with the “consumption history” method for the Time Interval t, calculated in accordance with the provisions of Article 0.FT2.5.4; it should be noted that within the framework of the sub-metering experimentation on the NEBEF mechanism, it is the consumption history Reference Curve at the sub-metering level that is used (unit: kWh);

- $Conso(t)$: the value of the Load Curve of the Remotely-Read Consumption Site or the Profiled Consumption BE for the Time Interval t; it should be noted that within the framework of the sub-metering experimentation, it is the Consumption Curve at the sub-metering level that is used (unit: kWh);
- N: the number of Time Intervals over the time period considered for the calculation of the indicator. The following are excluded from the calculation period of the indicator:
    - the Activation Periods of the BE to which the Remotely-Read Consumption Site is attached or of the Profiled BE;
    - the Demand Response Periods and Shifted Load Periods of the DRE to which the Consumption Site is attached;
    - the recurring and exceptional periods of unavailability;
    - the periods of reconstitution;
    - For Time Intervals at which the value of the Consumption Curve for the Consumption Site is not known when calculating the indicator, the value of the Consumption Curve for the Time Intervals concerned is equal to the value of the Reference Curve for this same Time Interval; On receipt of the Consumption Curve for the Consumption Site, the forecast quality indicators are recalculated;
- $C_{Max}(Site\ or\ BE, t)$: maximum upward Demand Response or Balancing Capacity of the Remotely-Read Consumption Site or Profiled Consumption BE for the Time Interval t, determined in accordance with Chapter 2 and the NEBEF Terms and Conditions (unit: kW).

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

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

0.FT2.5.7. Determination of the Reference Curve

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

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

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

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

On the NEBEF mechanism, the Demand Response/Shifted Load Period may not exceed a duration of 7 days. The duration between two Demand Response/Shifted Load Periods must be greater than or equal to 24 Hours for each demand response with a duration of more than 24 Hours.

0.FT2.6. Establishing the Reference Curve in the case of Simultaneous Activations on the Balancing Mechanism and on the NEBEF mechanism

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

0.FT2.6.1. The make up of the DRE and BE have at least 90% of Sites in common

0.FT2.6.1.1. Impact on the balancing mechanism

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

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

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

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

0.FT2.6.1.2. Impact on the NEBEF mechanism

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

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

$$LC_{Corr}(DRE_j, t) = LC(DRE_j, t) + \left(Sign_{Dir_k} \times VR(BE_i, t)\right)$$

Where:

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

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

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

$$LCRef_{corr}(DRE_j, t) = \sum_S \left(LCRef(Site_s \in DRE_j, t)\right) - \left(Sign_{Dir_k} \times VR(BE_i, t)\right)$$

Where:

- $\mathrm{LCRef}_{\mathrm{corr}}(DRE_{\mathrm{j}}, t)$: the power value of the Reference Curve of the DRE_j over Control Interval t, corrected by the Volume Achieved by the BE_i for the balancing operation considered ($VR(BE_i, t)$) (unit: MW);
- $\sum_S \left(LC\mathrm{Ref}(Site_s \in DRE_j, t)\right)$: the summed power value of the Reference Curves of the S Consumption Sites belonging to the DRE_j over the Control Interval t (unit: MW);
- $Sign_{Dir_k}$: variable that assigns the arithmetic sign corresponding to the Dir_k of the balancing operation, and which can take one of the following two values:
  - 1 if the balancing operation is upward (case where $k = H$ upward);
  - -1 if the balancing operation is downward (case where $k = B$ downward);
- $VR(BE_i, t)$: the Volume Achieved by the BE_i for the balancing operation considered over the Control Interval t (unit: MW).

0.FT2.6.2. The make up of the DRE and BE have less than 10% of Sites in common

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

0.FT2.6.2.1. Impact on the Balancing Mechanism

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

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

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

0.FT2.6.2.2. Impact on the NEBEF mechanism

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

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

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

$$LCRef_{corr}\left(DRE_j, t\right) = \sum_{S} \left(LCRef\left(Site_s \in DRE_j \setminus Site_s \in DRE_j \cap BE_i, t\right)\right)$$

Where:

- $\mathrm{LCRef}_{\mathrm{corr}}\left(DRE_{\mathrm{j}}, t\right)$: the power value of the Reference Curve of the DRE_{j} over Control Interval t, corrected by the Volume Achieved by the BE_{i} for the balancing operation considered (unit: MW);
- $\sum_S \left(LC\mathrm{Ref}\left(Site_s \in DRE_{\mathrm{j}} \setminus Site_{\mathrm{s}} \in DRE_{\mathrm{j}} \cap BE_{\mathrm{i}}, t\right)\right)$: the summed power value of the Reference Curves of the S Consumption Sites belonging only to the DRE_{j} and not to the BE_{i} over the Control Interval t (unit: MW).

0.A Annexes

0.A1. 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 Register of Commerce and Companies of **[town]** under number **[SIRET No.]**, with EIC code **[EIC No.]** and with Intra-community VAT ID number **[Intra-community VAT ID No.]**, represented by **[Ms/Mr.] [name and position of the signatory]**, duly authorised for this purpose,

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

OF THE FIRST PART,

AND

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

hereinafter referred to as the "**Agent**"

OF THE SECOND PART,

the following has been decided and agreed upon:

The DSO entrusts the Agent, by mandate, with all or part of the data exchanges needed to implement the Rules, as of [give date], the date that the mandate becomes effective. This mandate, which includes data exchanges concerning periods prior to the date that the mandate takes effect for the review of data, concerns:

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

[tick the appropriate box(es)]

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

The Agent designates the following contact for the data exchanges:

Contact person	
Address	
Telephone number	
Email	

Note: the contact designated above is also the recipient of any alert and reminder messages from RTE's Information System.

The effective date is the date deriving from the mandate signed between the Agent and the DSO, namely **[date].**

If the mandate between the DSO and the Agent is terminated, the DSO undertakes to inform RTE by Notification as well as sending it the details of the new contacts for the data exchanges

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

For **XXXXX**:

Name and position of representative:

Signature:

For **YYYYY**:

Name and position of representative:

Signature:

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

BETWEEN

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

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

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

OF THE FIRST PART

AND

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

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

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

OF THE SECOND PART

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

the following has been decided and agreed upon:

0.A2.1. Definitions

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

0.A2.2. Purpose

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

- [fill in]
- [fill in]

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

- the delivery point (PDL) number for Consumption Sites in the field of Low Voltage up to 36 kVA inclusive; or
- the reference measurement Point (PRM) or delivery ooint (PDL) number for Consumption Sites above 36 kVA; or

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

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

- [fill in]
- [fill in]

0.A2.3. Period of validity

This declaration is signed for an indeterminate period.

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

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

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

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

Signed in 2 original copies,

at **[place]**, on **[date]**

For XXXXX:	**For YYYYY:**
Name and position of representative:	Name and position of representative:
Signature:	Signature:

0.A3. 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 Register of Commerce and Companies of **[town]** under number **[SIRET No.],** whose Intra-Community VAT number is **[intra-Community VAT No.],** and whose EIC code is **[EIC No.],** represented by **[Ms/Mr.] [name and position of the signatory]**, duly authorised for this purpose,

hereinafter referred to as "the Electricity Supplier",

OF THE FIRST PART,

AND

RTE Réseau de Transport de l'Electricité, public limited company with a board of directors and a supervisory board with a capital of 2,132,285,690 Euros, registered with the Register of Commerce and Companies of Nanterre under No. 44461925802482, with head office located at Immeuble WINDOW, 7C, Place du Dôme 92073 PARIS LA DEFENSE CEDEX, represented by [……..], as [……..], duly authorised for this purpose, with a service address at [……],

hereinafter referred to as "RTE"

OF THE SECOND PART,

The following has been decided and agreed upon:

0.A3.1. Definitions

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

0.A3.2. Purpose

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

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

By signing this document, the Electricity Supplier:

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

0.A3.3. RTE's commitment

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

RTE undertakes to do everything it can to ensure that invoices are raised in accordance with the legislative and regulatory standards in force, in particular those relating to the compulsory wording to be used on the invoices. RTE will therefore make any amendments or adaptations required as a result of changes to these standards.

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

0.A3.4. Invoicing conditions

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

0.A3.5. Liability

The Electricity Supplier shall remain expressly responsible for its legal obligations with regard to invoicing, in particular provision of information relating to its identification. To this end, the Electricity Supplier undertakes to inform RTE of any amendments to this information by way of an update to this mandate.

0.A3.6. Payment procedure

The Electricity Supplier shall be paid by bank transfer to the bank account whose details are given below:

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

1. Account for receiving payments:	
IBAN	

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

0.A3.6.2. Communication

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

For the Electricity Supplier

For the attention of: **[name and position of the contact person]**

Address: **[full address]**

Telephone: **[telephone no.]**

Email: **[email address]**

For RTE

For the attention of: **[name and position of the contact person]**

Address: **[full address]**

Telephone: **[telephone no.]**

Email: **[email address]**

0.A3.7. Period of validity

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

For the Electricity Supplier:	**For RTE:**
At…….,	At…….,
On ____/____/_____	On ____/____/_____
Name and position of representative:	Name and position of representative:

0.A4. TEMPLATE - FIRST DEMAND BANK GUARANTEE

[_____]1 a company incorporated under [_____]2 law (registration number [_____]), with its registered offices at [_____], represented by [_____]3 (the "Guarantor") undertakes, irrevocably and unconditionally, on behalf of [_____]4, a company incorporated under [_____]**5** law (registration number [_____]) (the "Originator"), to pay to RTE Réseau de Transport d'Electricité, limited company governed by supervisory board and executive board, with capital of 2,132,285,690 Euros, registered with the Register of Commerce and Companies of Nanterre under number 444 619 258, its registered offices being located at Immeuble WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex, (the "Beneficiary"), independently of the validity and legal effects of the contract or Participation Agreement in its capacity as [_____]6 No. [_____]7 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 amount up to a maximum sum of: [_____]**8**, including interest, expenses and ancillary charges, (the "Guaranteed Amount").

Any amount invoked by the Beneficiary under the first demand Bank Guarantee will reduce the Guaranteed Amount accordingly.

This first demand Bank Guarantee falls within the framework of Article 2321 of the French Civil Code.

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

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

The present first demand Bank Guarantee may be invoked from **[date]** until **[date]** inclusive (the "Expiry Date").

The payment request must be sent to us by registered mail with acknowledgment of receipt request (the "Letter of Invocation of Bank Guarantee") 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 of the "Letter of Invocation of Bank Guarantee".

If not invoked before the Expiry Date, this first demand Bank Guarantee shall cease to be valid at the Expiry Date.

1 Corporate name of the banking institution or insurance company issuing the Bank Guarantee
2 Applicable law in the country in which the Guarantor's registered head office is located.
3 Name of the authorised representative of the Guarantor and position.
4 Company name of the Originator.
5 Applicable law in the country in which the Originator's registered head office is located.
6 Capacity of the Participant.
7 Number and effective date of the Agreement.
8 First demand Bank Guarantee amount in words and numbers.

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

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

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

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

Signature of Guarantor,

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

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

0.A5. TEMPLATE - AMENDMENT TO THE BANK GUARANTEE

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

[List any other amendments signed by the "Guarantor"]

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

- The Bank Guarantee validity is extended from *[date]* to *[date]*
- The Guaranteed Amount is [_____][19]
- Other

All other terms and conditions of the first demand Bank Guarantee remain the same.

[9] Corporate name of the banking institution or insurance company issuing the Bank Guarantee
[10] Applicable law in the country in which the Guarantor's registered head office is located.
[11] Name of the authorised representative of the Guarantor and position.
[12] Corporate name of the Originator
[13] Applicable law in the country in which the Originator's registered head office is located.
[14] Status of the Participant.
[15] Number and effective date of the Agreement.
[16] First demand Bank Guarantee amount in words and numbers.
[17] Amendment number.
[18] First demand Bank Guarantee number.
[19] Amount of the Bank Guarantee as amended by the amendment in words and numbers.

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

Signature of Guarantor,

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

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

0.A6. TEMPLATE - LETTER OF INVOCATION OF BANK GUARANTEE

REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT

[_____]20

[_____]21

On [_____]22

Purpose: Your First Demand Guarantee

Dear Sirs,

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

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

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

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

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

[_____]30

[_____]31

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

21 Address of the banking institution that issued the first demand Bank Guarantee.

22 Date the Letter of Invocation of Bank Guarantee sent.

23 Date of issue of the first demand Bank Guarantee.

24 Indicate the bank account number of RTE.

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

26 Amount invoked in letters and numbers.

27 Corporate name.

28 Capacity of the Participant.

29 PL reference.

30 Surname, First name and position of signatory.

31 Signature.

0.A7. SEPA DIRECT DEBIT MANDATE

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

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

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

NAME and ADDRESS OF PAYOR

Corporate Name: ……

Address: …… Postcode: ……

Town/City: …… Country: ……

Details of the account to be debited:

IBAN (International Bank Account Number):

BIC (Bank Identifier Code):

Invoicing NAME and ADDRESS (if different from above)

Corporate Name: ……

Address: …… Postcode: ……

Town/City: …… Country: ……

Unique mandate reference (reserved for RTE departments):	***Type of Payment***
	Recurring

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

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

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

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

Signature:

To be returned completed and signed to the address below:

[RTE Region XXX]

[Full address]