Section 2

Rules relating to the Balance Responsible Parties system

Chapters A to D

Version applicable as of ~~1 September~~24 January 202~~1~~1

The following translation is not binding

CONTENTS

A.	**Definitions**	**5**
B.	**General Provisions**	**24**
B.1	General presentation of the BRP System	24
B.2	Presentation of Section 2 of the Terms and Conditions	29
B.3	Conditions for the signature of contracts	29
B.4	Responsibilities	30
B.5	Conditions for revising section 2 of the Terms and Conditions	31
B.6	Rounding rules	35
B.7	Intellectual property	35
B.8	Data common to the Terms and Conditions and to ARENH	35
B.9	Confidentiality	36
B.10	Force majeure	37
B.11	Territorial application of the Terms and Conditions	37
B.12	Applicable language and law	38
B.13	Personal data	38
B.14	Settlement of disputes	38
B.15	Transitional provisions	38
C.	**Relationship between RTE and a BRP**	**39**
C.1	Purpose	39
C.2	General obligations incumbent on the Parties	39
C.3	Contracts binding the Parties	40
C.4	Financial securing of the BRP system	41
C.5	Assignment and transfer of the Participation Agreement	49
C.6	Suspension of the Participation Agreement	50~~49~~
C.7	Termination of the Participation Agreement	51
C.8	Management of the BRP's Perimeter	54~~53~~
C.9	Scheduling of Exchange Blocks	60
C.10	Declaration of Import or Export Transactions or Block Exchange Schedules on behalf of a company	66~~65~~
C.11	Detailed data of quantities injected and extracted in the PTS Perimeter	66
C.12	Detailed Data of the quantities injected and extracted in the PDS Perimeter for the calculation of the Imbalance and the Physical Consumption	74
C.13	Spatial alignment	75
C.14	Calculating the Physical Consumption in the Balance Responsible Party's Perimeter	77
C.15	Calculating the Imbalance in the BRP's Perimeter	79
C.16	Calculating the Temporal Reconciliation	85
C.17	Data checking	94
C.18	Data disputes by the BRP	95
C.19	Valuation by RTE of the financial consequences for the BRP, due to missing or incorrect data given by a DSO after temporal reconciliation	96
C.20	Specific conditions for compensation of the BRP	96
C.21	Financial flows	99
C.22	Mandate for sending information to the Supplier(s)	103~~102~~
C.23	Access to RTE's Information System and applications	104
D.	**Relationship between RTE and DSO**	**104**
D.1	Purpose	104
D.2	General obligations incumbent on the Parties	104
D.3	Data common to the Terms and Conditions and to ARENH	104
D.4	Relationship between RTE and the DSO	104
D.5	Mandate for data exchanges	105
D.6	Quality commitment	105
D.7	Reference data required for calculating the Imbalances, Physical Consumption and	

Temporal Reconciliation of the Balance Responsible Parties 105
The procedures for updating and providing the reference data of this Article are described in the IS Terms and Conditions. 105
D.8 Dynamic data required for calculating the Imbalances and Physical Consumption of the Balance Responsible Parties 107
D.9 Dynamic data required for the Temporal Reconciliation of the BRPs 109
D.10 Temporal reconciliation of the DSO's losses 110
D.11 Data checking 112
D.12 Detailed data methods of the Adjusted Consumption of a Remotely-Read Consumption Site connected to the PTS 114
D.13 Downgraded modes 115
D.14 Simplified provisions 115
D.15 Data provided to the DSO by RTE 115
D.16 Valuation by RTE of the financial consequences for the BRP, due to missing or incorrect data given by a DSO after Temporal Reconciliation 118
D.17 Cancellation of a Contract between RTE and a BRP 119
D.18 Access to RTE's Information System 120
Annexe C1. Request form for acquiring BRP status 121
Annexe C2. Customer questionnaire 123
Annexe C3. Agreement of Participation, with BRP status, in the Terms and Conditions relating to the Balance Responsible Party system 130
Annexe C4. Template - first demand Bank Guarantee 137
Annexe C4. Bis Amendment to the Bank Guarantee Model 139
Annexe C5. Model Letter of Invocation of Bank Guarantee 141
Annexe C6. Declaration of the Balance Perimeter on the PTS 142
Annexe C7. Agreement for Attachment of an Injection or Consumption element to the Perimeter of a Balance Responsible Party 145
Annexe C7. Agreement for the attachment of a Generation or Consumption element to the perimeter of a Balance Responsible Party Bis 149
Annexe C8. Form indicating change of Balance Responsible Party by a Market Participant 153
Annexe C8. Form indicating change of Balance Responsible Party by a Market Participant Bis 155
Annexe C9. Form for withdrawal of an element by the Balance Responsible Party 156
Annexe C9. Form for withdrawal of an element by the Balance Responsible Party Bis 158
Annexe C10. SEPA direct debit order-brp 159
Annexe C11. Model declaration relating to nominations by a BRP on behalf of a company 161
Annexe C12. Cash security contract with dispossession 165
Annexe C13. Form for notification of block exchanges made to an Consumption Site (BRP-Site BEN) 169
Annexe C14. BRP-SITE BEN removal form 171
Annexe D1. Template for the Specific Conditions between RTE and a DSO 172
Annexe D2. Declaration of mandate between a DSO and a third party 176
Annexe D3. Declaration to RTE of simplified provisions taken by a DSO for reconstituting the flows of BRPs Active on its network 178

A. DEFINITIONS

All words or groups of words used in these Terms and Conditions with the first letter in upper case, carry the meaning given below, in Article 1 of Section 1 of the Terms and Conditions relating to scheduling, the balancing mechanism and recovery of balancing charges or in Article 1 of the NEBEF Terms and Conditions.

The following definitions shall prevail over those of Section 1 of the Terms and Conditions relating to scheduling, the balancing mechanism and recovery of balancing charges, and those of the NEBEF Terms and Conditions.

Participation Agreement for Exports and Imports	Contract signed with RTE by a market participant for access to the French public transmission system for imports and exports.
Demand Response Aggregator Participation Agreement	Refer to the definition given in the NEBEF Terms and Conditions
Participation Agreement or BRP Participation Agreement	Contract signed between RTE and a market player, in accordance with the template in Annexe C3 of Section 2 of the Terms and Conditions, in which the latter agrees to abide by the Terms and Conditions with a view to becoming BRP.
Agreement on Attachment to a Balance Perimeter	Agreement between a Market Participant and a BRP for attaching a Generation or Consumption installation to the BRP's Balancing Perimeter.
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 L.315-1 of the French Energy Code.
ARENH Purchaser	Legal entity having acquired ARENH Rights under Articles L.336-1 et seq. of the French energy code (Code de l'Énergie) and Decree 2011-466.
Mandatory Electricity Purchaser	Refers to: - Electricité de France or a local distribution company responsible for supplying energy in its service zone, charged with signing a contract for purchase of the energy produced on the national scope by Production Facilities requesting it, under the terms set out in articles L.311-10 and L.314-1 of the French energy code - or an approved 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.

Market Participant	Owner of a Generation or Consumption installation. A User or DSMO that promotes usage load reductions on electricity markets, although the list is not exhaustive, is a Market Participant.
Balancing Service Provider	Refer to the definition given in Section 1 of the Terms and Conditions.
Active	Refer to the definition of Active BRP.
Nomination Agent	Legal entity appointed by the participants in electricity exchanges active on the French market to nominate their balances on the exchanges with RTE on their behalf.
Sliding Year	Period of twelve (12) months commencing from a given date.
Annex	Annex to the Terms and Conditions that is an integral part and is subject to the same terms of revision in accordance with Article B.5 of Section 2 of the Terms and Conditions.
Application	Computer application as defined in the IS Terms and Conditions.
ARENH (Regulated Access to Incumbent Nuclear Electricity)	Regulated Access to Historic Nuclear Electricity (Accès Régulé à l'Electricité Nucléaire Historique), as referred to by articles L336-1 et seq. of the French energy code.
Article	Article of Section 2 of the Terms and Conditions.
Auxiliaries	Technical bodies necessary for the operation of one or more Generation Units associated with a Generation Site and extracting power from the System.
Amendment to the Bank Guarantee	Contractual document, conforming with the model attached in Annexe C4bis of Section 2 of the Terms and Conditions, entered into by the Guarantor and allowing the amount and/or duration of the first demand Bank Guarantee to be modified.

$Balance_{sales}$

For a BRP K and a Delivery Day J, sum of the energy:

- of export Transactions performed by the BRP K and allocated to the Balance Perimeter of the BRP K;
- of the Balance of sales on the Short Term Market (on D-1 and intraday) performed by the BRP K and allocated to the Balance Perimeter of the BRP K;
- of the Balance of sales on the Futures Market performed by the BRP K and allocated to the Balance Perimeter of the BRP K;
- of the PEBs at sale performed by the BRP K and accepted by RTE.

The $Balance_{sales}$ is expressed in MWh/D. It is continuously updated taking into account the latest data received from Exchange Nomination Agents at the end of calculation from D-1 until the end of day D.

$Balance_{purchases}$

For a BRP K and a Delivery Day J, sum of the energy:

- of import Transactions performed by the BRP K and allocated to the Balance Perimeter of the BRP K;
- of the Balance of purchases on the Short Term Market (on D-1 and intraday) performed by the BRP K and allocated to the Balance Perimeter of the BRP K;
- of the Balance of purchases on the Futures Market performed by the BRP K and allocated to the Balance Perimeter of the BRP K;
- of the PEBs at purchase performed by the BRP K and accepted by RTE.

The $Balance_{purchases}$ is expressed in MWh/D, it is continuously updated, taking into account the latest data received from Exchange Nomination Agents at the end of calculation, from D-1 until the end of day D.

Global Consumption Total or GCT

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 transmitted by the DSO in question.

Block

Quantity of energy, from a Block Exchange Schedule, corresponding to a power schedule by Half-Hourly Interval on a Delivery day D.

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 development, maintenance and operation of the PTS as mentioned in Article L.321-2 of the French energy code. The PTS Specifications are appended to the amendment of 30 October 2008 to the concession agreement of 27 November 1958 between the State and RTE.

Spatial alignment	Refers to the process by which the theoretical Load Curve resulting from profiling is realigned according to a Load Curve recalculated on the basis of remote meter reading installations.
Balancing Capacity	Refer to the definition given in Section 1 of the Terms and Conditions.
Chapter	Chapter of this Section of the Terms and Conditions.
Achieved Load-Reduction Time Series	Refer to the definition given in the NEBEF Terms and Conditions.
Retained Shifted Consumption Time Series	Refer to the definition given in the NEBEF Terms and Conditions.
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 an Achieved Shifted Consumption Time Series according to a sub-set of a BE or a Demand Response Entity (DRE).
Profiling Governance Committee or PGC	Committee which handles consultation on developments to Profiling.
CAM	Market Access Commission, a sub-group of the CURTE.
Commission de Régulation de l'Énergie or CRE	Independent regulatory authority responsible for regulating the energy sector in France, whose missions, composition, operation, remit and powers of investigation and control are defined in Articles L.131-1 to L.135-16 of the French energy code.
Meter	Instrument for measuring Active and/or Reactive energy combined with a stored memory per fixed period of energies measured.
RTE-DSO Special Terms	Special Terms of the contract between RTE and a DSO given in Annexe D1 of Section 2 of the Terms and Conditions.
DSO-BRP Special Terms	Special Terms of the contract between a DSO and a BRP given in Annex E-C1 of Section 2 of the Terms and Conditions.
Consumer	Eligible customer as defined by Article L.331-2 of the French energy code.

Adjusted Consumption	The Adjusted Consumption of a Remotely Read Consumption Site connected to the PTS or the PDS is established, by the TSO or the DSO, at 10-minute Intervals, for each Day of Week W, as follows: - the quantity of energy extracted by the Site; − plus, if the Site is on the Corrected Model per Section 1 of the Terms and Conditions, the Site's Upward balancing volumes from a Remotely-Read Consumption BE; − plus, if the Site is connected to the PTS, the Frequency Containment and Automatic Frequency Restoration energy provided by the Site; − plus, if the Site is on the Corrected Model per the NEBEF Terms and Conditions, the Site's load balancing volumes from Remotely-Read DREs; − minus, if the Site is on the Corrected Model per Section 1 of the Terms and Conditions, the Site's Downward balancing volumes from a Remotely-Read Consumption BE; − minus, if the Site is connected to the PTS, the Containment and Automatic Restoration saved provided by the Site; - minus, if the Site is on the Corrected Model per the NEBEF Terms and Conditions, the shifted consumption volumes of the Site from Remotely Read DREs; - minus—if relevant—the Block Exchange Schedule energy supplied to the Site within the BRP-Site NEBs.
Non-Block Consumption	The Non-Block Consumption of a Remotely Read Consumption Site, over a given time period, 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 BRP-Site NEB.
Distribution System Access Contract (CARD)	Contract as defined in Article L.111-91 of the French energy code that lays down the technical, legal and financial conditions of a User's access to a Public Distribution System for the withdrawal from and/or injection into the grid. It is signed by the User and the Distribution System Operator.
Transmission System Access Contract (CART)	Contract as defined in Article L.111-91 of the French energy code that lays down the technical, legal and financial conditions of a User's access to a Public Transmission System for the extraction from and/or injection into the system of electrical energy. It is signed by the User with RTE.
Losses Purchase Contract	Contract relating to the purchase of energy by RTE for compensating losses on the PTS.

Related Services Contract	Contract that RTE or a DSO can enter into with a Generator or a Consumer, whether connected to the PTS or the PDS, covering related services performed either under the monopoly of RTE in its capacity as a French TSO or under the monopoly of a DSO in its capacity as a French DSO.
Metering Data Service Contract	Contract signed between RTE or a DSO and a Generator or Consumer for a Site not directly connected to the System (metered site). This contract designates the BRP to whom the Metered Site is attached, and describes the conditions for metering and detailed data concerning energy delivered to the Metered Site. The detailed data service may be included in a Related Services Contract, in which case the Metering Data Service Contract designates the Related Services Contract.
DSO-Supplier or DSO-S Contract	Agreement, with annexes, between the DSO and a Supplier for access to and use of the PDS. It is concluded pursuant to Article L111-92 of the French Energy Code, for the purpose of enabling the Supplier to offer Consumers a Single Contract and, where relevant, a Single Contract for Generation.
DSO-Purchaser Contract (or DSO-P Contract)	Agreement, with annexes, between the DSO and a DSO-P Purchaser for access to and use of the PDS. It is concluded for the purpose of enabling the DSO-P Purchaser to propose a Single Contract for Generation to Consumers engaging in self-consumption, within the meaning of Article L.315-1 of the French Energy Code, if surplus energy is generated and not self-consumed on the PDS.
Combined Contract	Contract signed between the historic Supplier and a Consumer. The purpose of this contract is to define the terms for providing electricity at regulated sale tariffs as well as the technical, legal and financial conditions for access to the electricity network.
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. It assumes the existence of a DSO-S contract previously concluded between the Supplier concerned and the DSO.

Single Contract for Generation	Contract combining 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 DSO-P Contract previously concluded between the Supplier or DSO-P Purchaser concerned and the DSO. This Single Contract for Generation may only be entered into for Generation Facilities with a power of 36 kVA or less connected to the Low Voltage Public Distribution System, by a Consumer engaging in self-consumption within the meaning of Article L.315-1 of the French Energy Code and wishing to inject the surplus of its output. The Purchaser can be the same entity as the Supplier. In this case, it will be named Supplier.
Load Curve or LC	Series of time-stamped power values over a Period of Time (10-Minute Interval, 5-Minute Interval, Half-Hourly Interval or Hourly Interval). The Load Curve can be the one used on a Site or a group of Sites connected to the PTS or the PDS, at a substation supplying power to the PDS from the PTS, or a BE, etc. Each power value is identified using the year, Day and Time of the start of the Time Interval.
Estimated Load Curve or LC_{estim}	Load Curve, by Half-Hourly Interval, 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 a DSO's losses on the system. For a group of Consumption Sites, the Load Curve is written as $LC_{estim.consu}$ For a group of Injection Sites, the Load Curve is written as $LC_{estim.gen.}$
Remotely-Read Load Curve or LC_{remot}	Load Curve defined using remotely-read measurement curves generated by one or more Metering Installations. The Load Curve can be that of a Site or a group of Sites connected to the PTS or the PDS, or that of a substation supplying power to the PDS from the PTS. For a group of Consumption Sites, the Load Curve is written as $LC_{remot.consu.}$ For a group of Injection Sites, the Load Curve is written as $LC_{remot.gen.}$
Measurement Curve	All of the time-stamped average power values generated by a Metering Installation. Each value is identified by the year, the Day and the Time of the start of the Measuring Interval.
CURTE	Transmission System Client Users Committee
Neutralisation Leadtime or DN	Refer to the meaning given in Section 1 of the Terms and Conditions.
DGEC	Direction Générale de l'Énergie et du Climat
Metering Data	Energy measured in 10 minute intervals or sub-multiples of 10 minutes (1 minute in particular) at each Metering Point. These values are expressed as mean power values at each measurement interval. Each of these values is time stamped (year, day, hour and minute in UTC time) and stored via remote reading or for providing them to the client.

Raw Metering Data	Metering Data as recorded from the reference Meter, with no adjustments made 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 data is the physical extraction (the Site's total consumption) and the physical injection (the Site's total injection/energy produced by the Site's installations) of active energy corrected for transformation losses and losses over the line. Metering Data is used to calculate this data, by applying the Energy Metering formulae for the Balance Responsible Party system described in the Specific Conditions of the Public Transmission System Access Contract ("Energy Metering formulae for the Balance Responsible Party system"). These data are known as "raw" if they are calculated from Raw Metering Data. They are known as "validated" if they are calculated from Validated Metering Data. Invoicing of the Balance Responsible Party system is based on data with validated status.
ARENH Rights	Quantities of energy acquired by Suppliers using the ARENH under Articles L.336-1 et seq. of the French energy code and Decree N°2011-466 of 28 April 2011 establishing the terms and conditions for regulated access to historic nuclear electricity, now codified in Articles R.336-1 et seq. of the French energy code.
Imbalance	The difference, in a Balance Perimeter, between the total quantities of injected energy and the total quantities of energy withdrawn for a Half-Hourly Interval.
Imbalance at borders	Refer to the definition given in Section 1 of the Terms and Conditions.
Forecast Imbalance	Imbalance which is not definitive, calculated D-1, on the basis of data reported at the time of the calculation.
Balancing Entity or BE	Refer to the definition given in Section 1 of the Terms and Conditions.
Demand Response Entity (DRE)	Refer to the definition given in the NEBEF Terms and Conditions
Profiled Demand Response Entity (DRE)	Refer to the definition given in the NEBEF Terms and Conditions
Remotely-Read Demand Response Entity (DRE)	Refer to the definition given in the NEBEF Terms and Conditions
Scheduling Entity (SE)	Refer to the definition given in Section 1 of the Terms and Conditions.

Reserve Entity (RE)	Refer to the definition given in the Frequency Ancillary Services Terms and Conditions.
Remote Reading Equipment	Measuring equipment together with its associated means of communication, used by RTE or the DSO (as the case may be) for metering quantities of electrical energy injected into and withdrawn. This equipment is of the type approved by the Ministries responsible for electricity and measuring instruments, in accordance with Article 20 of the PTS Specifications appended to the Concession Agreement of 27 November 1958 between the State and RTE, on 30 October 2008, or to the technical reference system of the DSO.
System Operator	Refer to the definition given in the Imports/Exports Terms and Conditions.
Electricity Supplier or Supplier	Entity authorised to purchase electricity, in accordance with article L.333-1 of the French energy code, for resale to Consumers or to System Operators for their losses and with which a Consumer may, in accordance with article L.331-1 of the French energy code, sign an electricity supply contract.
Guarantor	Credit institution, in compliance with the requirements provided for in Article C.4.3 of Section 2 of the Terms and Conditions, which delivers the Bank Guarantee.
Bank Guarantee	First demand Bank Guarantee, conforming to the model attached in Annexe C4 of Section 2 of the Terms and Conditions, required under the conditions set out in Article C.40 of Section 2 of the Terms and Conditions.
Financial Guarantee	Sum of the Bank Guarantee and any cash deposits provided by a BRP in accordance with Article C.4.
System Operator	RTE or DSO as defined in the French energy code.
Distribution System Operator (DSO)	Public electricity distribution system operator, as defined in Articles L.111-2 and L.111-52 of the French energy code.
Rank 1 DSO	DSO whose network is connected to the PTS.
Rank 2 DSO	DSO whose network is not connected to the PTS, but is instead connected to a Rank 1 DSO.
Generation Unit or GU	Combination of rotating machines or static generators used to transform primary energy (thermal, hydro, wind, tide, solar, etc.) into electrical energy injected into the System. A Generation Unit may need an Auxiliary in order to operate.
Hour or H	Hours or times indicated correspond to Paris time and periods lasting sixty (60) minutes.

Payment Incident	Failure to effect full payment of outstanding sums owed by the BRP within the deadlines set forth in Article C.21.1.2. The Payment Incident is characterised above all by its duration, which is counted from the day of the scheduled payment, as described in Article C.21.1.2.
Indexes	Values read on the dials of a Meter at a given date allowing the calculation of the amounts of energy generated or consumed between two meter readings.
Unscheduled Unavailability (of an installation on the PTS)	Refer to the definition given in Section 1 of the Terms and Conditions.
Injection	Energy assimilated to measured generation or a purchase and counted positively when calculating the BRP's Imbalance.
Metering Installations	Metering Installations are composed of some or all of the following: o current transformers; o voltage transformers; o Meters; o Meter installation room; o ancillary services; o access to the telecommunications networks used for remote reading of Indexes and/or Measurement Curves. The Metering Facilities deliver either Measuring Curves and Indexes, or Indexes only, read by the relevant Network Operator.
Generation Facility	Assembly comprising one or more Generation Units and related Auxiliaries.
Interconnection	Refers to a set of electrical grids interconnecting the PTS with the network of the System Operator(s) of the same neighbouring country.
Day or D	Calendar day lasting 24 hours defined as follows: [00:00; 24:00[. Days on which the official time changes, as defined by Decisions published in the Official Journal of the French Republic, comprise either 23 Hours or 25 Hours.
Business Day	Any one of the days of the week, with the exception of Sunday and Public and Bank Holidays as defined in Article L. 3133-1 of the French Labour Code (Code du Travail).
Worked Day	Any one of the days of the week, with the exception of Saturday, Sunday and Public and Bank Holidays as defined in Article L. 3133-1 of the French Labour Code (Code du Travail).

Short-Term Market	Market for 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.
Balancing Mechanism (BM)	Mechanism mentioned in article L.321-10 of the French energy code governed by Section 1 of the Terms and Conditions. Refer to the definition given in Section 1 of the Terms and Conditions.
Contractual Model	Refer to the definition given in the NEBEF Terms and Conditions.
Corrected Model	Refer to the definition given in the NEBEF Terms and Conditions.
Regulated Model	Refer to the definition given in the NEBEF Terms and Conditions.
Calendar Month or Month	Period commencing on the first Day of a month at 0:00 and ending on the last Day of the same month at 23:59.
Block Exchange Notification BRP-Site or BRP-Site NEB	It is the agreement concluded between a BRP and a Consumer for supply of Blocks by the BRP to a 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. This Agreement is Notified to RTE by sending Annexe C13 of Section 2 of the Terms and Conditions duly completed and signed.
New Exempt Interconnection	Refer to the definition given in Section 1 of the Terms and Conditions.
BRP-PDS Site NEB	BRP-Site NEB for a Site connected to the PDS.
BRP-PDS Site NEB	BRP-Site NEB for a Site connected to the PTS.
NEMO	Nominated Electricity Market Operator. Operator on the daily and intraday electricity markets as defined in Commission Regulation (EC) 2015/1222 of 24 July 2015 establishing a guideline in relation to the allocation of capacity and the management of congestion.

Notification or Notify

A Notification made according to the Terms and Conditions is a written document sent by one Party to another Party, which is delivered:

- either by hand and in exchange for a receipt;
- or by registered post with acknowledgement of receipt;
- or by fax with acknowledgement of receipt;
- or by email with acknowledgement of receipt.

For market participants that have a personal space on RTE's portal, a Notification can also be given by the duly authorised person uploading it onto this portal in accordance with the Balance Responsible Party Participation Agreement or the Special Terms between the Parties or any other person with the appropriate authorisations within the personal space.

The date of Notification is deemed to be:

- the date on the receipt provided in the case of delivery by hand;
- for a registered letter with acknowledgement of receipt, with the Post Office stamp deemed authentic:
  - the effective date of delivery of the mail;
  - otherwise, if the mail is not delivered:
    - if the mail is refused, the date of refusal;
    - if the mail has not been accepted within a period of 15 days following first presentation, the date of first presentation of the mail at the address declared by the recipient.
  - the Day and the Time of the acknowledgement of receipt transmitted by the fax machine, in the case of a fax delivery;
  - the Day and the Time of the acknowledgement of receipt transmitted by the IT system of the Party receiving the Notification by electronic method;
  - the date given on the confirmation email for upload to the personal space of the market participants on RTE's portal.

The address and contact details of the Parties to which these Notifications must be sent are specified in the Balance Responsible Party Participation Agreement or Specific Conditions between the Parties, or any other addresses or details Notified by one Party to the other Party.

Balancing Offer

Refer to the definition given in Section 1 of the Terms and Conditions.

Demand Response Aggregator (DRA)	Refer to the definition given in the NEBEF Terms and Conditions
Party	Signatory to a Participation Agreement or Special Conditions.
10-Minute Interval	Period of ten (10) minutes, with the first of each Day beginning at 0:00:00.
5-Minute Interval	Period of five (5) minutes, with the first of each Day beginning at 0:00:00.
Half-Hourly Interval or HHI	Period of thirty (30) minutes, with the first of each Day beginning at 0:00:00.
Hourly Interval	Period of sixty (60) minutes, with the first of each Day beginning at 0:00:00.
Measuring Interval (or Integration Period)	Consecutive time intervals of the same length during which the average power values measured by the Metering Installations at the Metering Point are measured and recorded. These intervals may be Hourly, Half-Hourly, every 10 minutes or a sub-multiple of ten (10) minutes.
Time Interval	Period of time in hours, minutes or seconds.
Balance Perimeter or Perimeter	Set of Injection and Consumption installations on the PTS and PDS, which have been declared to RTE and/or one or more DSOs by a BRP.
PDS Perimeter	Sub-unit of the Balance Perimeter made up of all the Injection and Consumption elements on a DSO's network.
PTS Perimeter	Sub-unit of the Balance Perimeter made up of all the Injection and Consumption elements on a PTS's network.
Annual Period Y	Period over which Temporal Reconciliation is carried out, running from July of Year Y to June of Year Y+1. Temporal Reconciliation is carried out once per year in the month of October of Year Y+2. In formulae, index A refers to the period running from 1st July of year Y to 30th June of year Y+1.
Metering Point or MP	Physical point where the measurement reducers designed to meter energy are installed.
Delivery Point Substation	Substation defined in the distributor Transmission System Access Contract (CART) for rank 1 DSOs. For rank 2 DSOs, the Delivery Point Substation is defined by the rank 1 DSO to which its system is connected.
Imbalance Settlement Price	Price of Positive or Negative Imbalances.
Negative Imbalance Settlement Price	Refer to the meaning given in Section 1 of the Terms and Conditions.

Positive Imbalance Settlement Price	Refer to the meaning given in Section 1 of the Terms and Conditions.
Marginal Adjustment Price or MAP	Refer to the definition given in Section 1 of the Terms and Conditions.
Marginal Balancing Price or MBP	Refer to the definition given in Section 1 of the Terms and Conditions.
Volume-Weighted Average Price or VWAP	Refer to the meaning given in Section 1 of the Terms and Conditions.
Reference Spot Price	The Reference Spot Price for a given time period is the average of the prices on the daily electricity market in France established by the designated NEMOs in France over that period, weighted according to the volumes handled by each NEMO over that period.
Generator	Generator established in France as defined in Article L.311-1 of the French energy code.
Profile	Statistical representation of the form of consumption or generation of a category of users of the network over time.
Consumption Profiling or Generation Profiling or Profiling	Refers to the method used by the DSOs to estimate at a Half-Hourly Interval the consumption or generation of the Sites connected to the PDS. This method is based on determination of the forms of consumption or generation of a category of users of the network: the Profiles.
PEB	Block Exchange Schedule. Set of forty-eight (48) power values declared for each Half-Hourly Interval covered by exchanges between two Balance Perimeters or from a Balance Perimeter to an Consumption Site.
PEB at purchase	PEB sent by a BRP to RTE, in which it is identified as an energy-purchasing BRP.
PEB at sale	PEB sent by a BRP to RTE, in which it is identified as an energy-selling BRP.
Retained Load Reduction Schedule	Refer to the definition given in the NEBEF Terms and Conditions.
Retained Shifted Consumption Schedule	Refer to the definition given in the NEBEF Terms and Conditions.
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.

Temporal Reconciliation	Refers to the process used to evaluate the difference between energy assumed to have been consumed on the basis of Meter Reading Installation Indexes and estimated energy for calculating Imbalances. This process may exceptionally involve adjustment of remotely-read data according to the methods described in Article D.9.3.2.
Redeclaration	Refer to the definition given in Section 1 of the Terms and Conditions.
Frequency Containment Reserve	Automatic mechanism of a Reserve Entity, which enables it to adjust its production or consumption of active energy following a variation in frequency.
Automatic Frequency Restoration Reserve	Automatic centralised mechanism (at RTE national dispatching level) intended to balance the generation or consumption of the Reserve Entities covered, so as to maintain the initial exchange schedule on interconnections and normal frequency.
Terms and Conditions	Terms and Conditions relating to Scheduling, the Balancing Mechanism and the BRP System. They have 2 sections: o Section 1: Terms and Conditions relating to Scheduling, the Balancing Mechanism and the Recovery of Balancing Charges; o Section 2: Terms and Conditions relating to the Balance Responsible Party system. The Terms and Conditions include the Annexes
Import/Export Terms and Conditions	Terms and Conditions for Access to the French Public Electricity Transmission Network for imports and exports, in their latest version approved by the CRE. They are available on the RTE website.
NEBEF Terms and Conditions	Terms and Conditions for valuing load reductions on energy markets, in their latest version approved by the CRE. They are available on the RTE website.
Frequency Ancillary Services Terms and Conditions	Terms and Conditions relating to participation in the Frequency Ancillary Services in their latest available version approved by the CRE. They are available on the RTE website.
IS Terms and Conditions	Terms and Conditions of access to the Information System and RTE Applications specific to the Balance Responsible Party and Block Exchange Service systems, including the annexes (including the Application user manual), available on RTE's website.
Order Correction	Refer to the definition given in Section 1 of the Terms and Conditions.
Network	PTS or PDS.

Upstream Network	For a Generation Site connected to the PTS, all PTS installations other than the Generation Feed Network as described in the Specific Site Conditions of the Generator CART.
Generation Feed Network	Set of installations on the PTS as defined in the Special Site Conditions of the Generator CART.
Réseau de Transport d'Electricité or RTE	Limited company responsible for managing the PTS, carrying out its missions in accordance with Articles L.321-6 et seq. of the French energy code.
Public Distribution System or PDS	Public Distribution System as defined by Article L.2224-31 of the general code of territorial communities, made up of installations included in the public electricity distribution concessions, as per Article 2 of the model concession terms & conditions for the public service of developing and operating the electricity distribution system and the supply of electrical energy at regulated tariffs (2007 version). Each DSO performs its missions within its exclusive service area, as per Article 23 of the Law of 8 April 1946.
Public Electricity Transmission System or PTS	Public electricity transmission system as defined notably by the PTS specifications appended to the 30 October 2008 amendment to the 27 November 1958 Concession Agreement between the state and RTE.
Balance Responsible Party Active on a DSO's network or Active BRP	Balance Responsible Party declared to be active in the reference data in accordance with Article D.7 and for which RTE must receive, from the DSO, the Load Curves referred to in Chapter D of Section 2 of the Terms and Conditions. A BRP may only be active if it has signed a contract with the DSO as per Chapter B of Section 2 of the Terms and Conditions.
Balance Responsible Party or BRP	Legal entity having signed a Participation Agreement with RTE to act as Balance Responsible Party. Under the terms of the agreement, both signatories are obliged to compensate one another financially for Imbalances subsequently observed in the Balance Responsible Perimeter.
Completing Balance Responsible Party or completing BRP	Balance Responsible Party designated by a DSO applying the simplified provisions for reconstitution of flows in accordance with Article B.1.2.3.
Reserve Provider or RP	Legal entity that has signed a Participation Agreement for the Frequency Ancillary Services Terms and Conditions with RTE and is involved in frequency control.
Section	Section of the Terms and Conditions (1 or 2).
Direction of the Bid	Refer to the definition given in Section 1 of the Terms and Conditions.
Week or W	Period beginning on Saturday at 0:00:00, and ending on Friday at 23:59:59.

Frequency Ancillary Services	Refer to the definition given in the Frequency Ancillary Services Terms and Conditions.
Block Exchange Service	Service governed by Article C.9 of this Section of the Terms and Conditions. This service allows the BRPs to schedule Block exchanges between themselves or to schedule sales of Blocks to Remotely-Read Consumption Sites, and allows RTE to record the transfers of energy volumes made within each Balance Perimeter.
Site	Establishment identified by its registration number in the French National Register of Companies and Establishments (SIRET number), as defined by Articles R123-220 of the French Commercial Code, or, for sites that don't have this number, by the location of electricity generation or consumption. A site is either a Generation Site, a Consumption Site or a Stationary Storage Site.
Injection Site or Generation Site	This is a Site: o duly authorised pursuant to Article L.311-1 of the French energy code, which injects electrical energy at one or more injection points on the Network and for which a Transmission System Access Contract, a Distribution System Access Contract, a Metering Data Service Contract or a Single Contract for Generation has been signed; and o comprising one or more Generation Facilities.
Consumption Site	This is a Site: o belonging to a User who extracts electrical energy, and o for which a Transmission System Access Contract, a Distribution System Access Contract, a Metering Data Service Contract, a Single Contract or a Combined Contract has been signed; and o fully attached to a single Balance Responsible Party.
Remotely Read Consumption Site	Consumption Site equipped with Metering Installations that produce Load Curves remotely read by the System Operator, the values of which are used to reconstitute flows.
Profiled Consumption Site	This is an Consumption Site: o attached, directly or indirectly, to the PDS; and o for which the consumption Load Curve is estimated by Profiling within the context of Section 2 of the Terms and Conditions; or

- connected to a DSO applying, for this Consumption Site, simplified provisions for reconstitution of flows in accordance with Article B.1.2.3 and annex D3 of this Section of the Terms and Conditions and without a Metering Installation producing remotely read Load Curves.

Stationary Storage Site or Stationary Storage Facility	This is a Site for which either a Transmission System Access Contract, a Distribution System Access Contract, a Metering Data Service Contract, a Single Contract, or an Integrated Contract has been signed. It is composed of one Stationary Storage Unit or a set of Stationary Storage Units installed on a same Site and operated by the same User. The Site includes all the materials and equipment operated by the User. In terms of the Balance Responsible Party system, a Stationary Storage Site is assimilated to a Generation Site or Consumption Site depending on the type of associated connection contract.
RTE Website	RTE's website, which can be found at the following address: https://www.rte-france.com.
Physical Consumption	Magnitude representing the energy physically extracted from the Balance Perimeter of a BRP.
Consumption	Energy corresponding to measured consumption or a sale and counted as being negative for the purposes of calculating the BRP's Imbalances.
STEP	Pumped storage unit (*Station de Transfert d'Energie par Pompage*): Hydroelectric Plant consisting of at least two basins located at different altitudes, and with a pumping capacity from a lower basin to an upper basin.
RTE Information System or RTE IS	RTE's information technology environment, which hosts RTE's applications and allows the Terms and Conditions to be executed. The IS is accessible via a connection protocol.
Transaction	Import Transaction or Export Transaction.
Export Transaction	Refer to the definition given in the Imports/Exports Terms and Conditions.
Import Transaction	Refer to the definition given in the Imports/Exports Terms and Conditions.
Stationary Storage Unit	Refer to the definition given in Section 1 of the Terms and Conditions.
User	Corporation or individual with a Transmission System Access Contract, a Distribution System Access Contract, a Metering Data Service Contract, a Single Contract, a Single Contract for Generation or a Combined Contract for use, in either injection or withdrawal, of the PTS or PDS.

ARENH Seller	Electricité de France.
Volume Activated	Declared balancing volume as defined in Article C.11.8.2.
Actual Expected Volume (VAe) of a BE	Refer to the definition given in Section 1 of the Terms and Conditions.
Volume Attributed	Actual balancing volume as defined in Article C.11.8.2.
Daily Energy Volume	Volume in MWh/Day, for a BRP and a Delivery Day D, equal to the difference between its $Balance_{sales}$ and its $Balance_{purchases}$.
Volume Achieved or V_a	Refer to the definition given in Section 1 of the Terms and Conditions.

B. GENERAL PROVISIONS

B.1 General presentation of the BRP System

B.1.1 Legal framework

The BRP system falls within the framework below.

B.1.1.1 The European regulation on electricity balancing

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

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

Specifically, in Article 17, it defines the role of Balance Responsible Parties. It specifies in particular that *"In real time, each balance responsible party shall strive to be balanced or help the power system to be balanced"*. It also states that each balance responsible party is financially responsible for the imbalances on their perimeter and must settle these with their connecting transmission system operator.

The European regulation on balancing also provides that all transmission system operators develop a proposal regarding the *"terms and conditions for balance responsible parties"*, as detailed in article 18 of the Regulation. These Terms and Conditions on the Balance Responsible Party system constitute the *"terms and conditions for balance responsible parties"*, as provided for in article 18 of the European Regulation on balancing.

B.1.1.2 The legislative and regulatory texts of national law

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

Article L.321-14 of the French energy code provides that "*the public transmission system operator […] may, in light of the imbalances observed between [demand and supply] schedules and the costs associated with balancing operations, ask the users concerned to provide or accept financial compensation*".

Article L.321-15 also stipulates that *"each electricity generator connected to the public transmission or distribution systems and each electricity consumer, for the sites for which it has [signed an electricity purchase contract], is responsible for imbalances between the injections and extractions of electricity it operates. It may define conditions under which these imbalances can be financially attributed to it via a contract with the public transmission system operator. Alternatively, it may enter into a contract with a BRP, who will take responsibility for the imbalances or ask one of its suppliers to do so."*

Decree n°2004-388 of 30 April 2004, relating to the activity of purchasing electricity for resale to eligible customers, as today codified on this point in Article R.333-4 of the French energy code, also stipulates that for the implementation of the aforementioned provisions, *"a contract is signed between the public transmission system operator and the trader or, where appropriate, its representative. This contract specifies, in particular, the conditions for constituting financial guarantees for the benefit of the public transmission system operator."*

The links between market participants are as follows:

- the Consumers and Generators with a Transmission System Access contract (CART) or a Distribution System Access Contract (CARD) or a Metering Data Service Contract signed with RTE designate their BRP;
- for Consumers that have exercised their right to choose their Supplier and have opted for the Single Contract and/or the Single Contract for Generation, the Suppliers designate the BRP for all Consumers to whom they supply, within the framework of the contract mentioned in article L.111-92 of the French energy code;
- for Consumers that have not exercised their right to choose their Supplier, remaining at the regulated sales tariff and with a Combined Contract, the Suppliers designate the Balance Responsible Party to which the Consumers are automatically attached;
- Mandatory Purchasers of Electricity, who benefit from an obligation to purchase prior to the February 10 2000 Law, designate the BRP to which these Generators are legally attached.

B.1.2 General description of the system

B.1.2.1 General principles

Commercial energy purchase and sale transactions on the French power system must be conducted within the framework of the BRP system. These transactions take the form of Injections or Withdrawals of energy on the PTS or the PDS.

A BRP must declare to RTE and the DSOs concerned its portfolio of activities, referred to as the Balance Perimeter, used to identify its Injections and Withdrawals:

- consumption or generation by Sites situated on the PTS or the PDS;
- purchases and/or sales on the power exchanges active on the French electricity market;
- purchases and/or sales of Blocks from/to counterparties;
- exports and/or imports of energy between the electricity grids between RTE and the neighbouring System Operators;
- sales of energy to RTE or a DSO to compensate losses;
- Load Reduction and Shifted Consumption Schedules of Demand Response Aggregators.

The Balance Perimeter comprises a PTS Perimeter as defined in Article C.8.1 and possibly one or more PDS Perimeters on each Public Distribution System as defined in Chapter E of Section 2 of the Terms and Conditions.

The uncertainties associated with forecasts and consumption, generation or network operation contingencies can have more or less significant consequences for the Imbalances of BRPs.

In order to calculate the Imbalance per Half-Hourly Interval between Injections and Withdrawals on each BRP's Perimeter, RTE measures the energy Injected into and Withdrawn from the PTS and the PDS, using its own data and the data sent to it by the DSOs.

The formula used to calculate the Imbalance is described in Article C.15.

The BRP offers a commitment to compensate RTE financially to the value of the Imbalance where it is negative. Reciprocally, when valuation of its Imbalance is positive, RTE agrees to pay compensation to the BRP. The methods used to value the Imbalance are described in article 5 of Section 1 of the Terms and Conditions.

B.1.2.2 Specifics on the PDS: reconstitution of PDS flows

A national Profiling method is used to estimate, at Half-Hourly Intervals, the Load Curve of Sites connected to the PDS for which measuring Indexes read at intervals longer than the time interval used to calculated Imbalances and the Temporal Reconciliation: the Half-Hourly Interval. This Profiling method is implemented by the DSOs and described in Chapter F of Section 2 of the Terms and Conditions.

This Profiling method is based on the energy read before the period to be profiled and used as a reference shared by the BRPs and the DSOs.

To calculate imbalances by RTE in application of Section 2 of the Terms and Conditions, the DSOs send RTE the consumption and generation Load Curves, aggregated according to BRP and the Load Curves of their losses. This data and the method by which it is sent are described in Chapter D of Section 2 of the Terms and Conditions.

RTE adjusts the consumption Load Curves, estimated by Profiling, by means of an operation known as "Spatial Alignment", to ensure that the sum of the Load Curves assigned to BRPs is equal to physical extraction on the PDS. This operation is described in Chapter C of Section 2 of the Terms and Conditions.

The purpose of the Temporal Reconciliation, over a given period, is to:

- recalculate the energy deemed to have been injected into or withdrawn from the Perimeter of each BRP for settlement of Imbalances, based on energy readings determined based on readings of Indices covering the period to be profiled;
- produce an energy balance considered to be precise on the scale of each DSO's network: since the algebraic sum of BRPs' estimated energy based on Index readings, energy remotely read by the BRPs and the energy of losses must be equal to the energy withdrawn at the scale of the DSO's network;
- calculate, for each BRP, the difference between the energy assigned for Temporal Reconciliation and that calculated for settling Imbalances;

- evaluate this difference, per Half-Hourly Interval, at the Reference Spot Price, until the Temporal Reconciliation ending on 30 June 2020 and then at the Imbalance Price for the following periods,
- and to effect the corresponding financial compensation between BRPs with at least one PDS Perimeter.

The DSOs send RTE the detailed data and information needed for Temporal Reconciliation in accordance with Chapter D of Section 2 of the Terms and Conditions.

The method employed by RTE to process this data for calculating Temporal Reconciliation is described in Chapters C and D of Section 2 of the Terms and Conditions.

The period over which Temporal Reconciliation is carried out runs from July of Year Y to June of Year Y+1. Temporal Reconciliation is carried out once per year in the month of October of Year Y+2.

B.1.2.3 Simplified provisions

No later than the regulatory deadlines fixed for DSOs concerned by the deployment of upgraded metering systems, the DSO may apply one of the following simplified provisions:

- simplified provision 1: if no customer has exercised its right to choose its Supplier on the DSO network, the system's global Consumption is attached to the Balancing Perimeter of the BRP known as the completing BRP, designated by the DSO;
- simplified provision 2: if at least one client has exercised its right to choose its Supplier on a DSO's network, or if the DSO has exercised this right for its losses, the customer shall:

apply the procedure presented in Article B.1.2.2 for all BRPs except a BRP known as completing BRP, designated by the DSO (1);

calculate and send to RTE its Estimated Load Curve of losses, independently of the other Load Curves (2);

calculate and send to RTE the Remotely-Read Generation Load Curve to be assigned to the completing BRP (3);

calculate and send to RTE the Estimated Generation Load Curve to be assigned to the completing BRP (4);

calculate and send to RTE the Estimated Consumption Load Curve to be assigned to the perimeter of the completing BRP restricted to customers that have exercised their right to choose their Supplier (5);

calculate and sends to RTE the Remotely-Read Consumption Load Curve to be assigned to the completing BRP. This Curve is calculated as follows:

- balance of the DSO’s consumption corrected for balancing, load reductions and shifted consumption carried out by the Remotely-Read Consumption Sites on the Corrected Model, defined as:
  - the sum of the Withdrawals minus the sum of the Injections measured at the DSO's system terminals,

- plus, if applicable, the sum of the upward balancing volumes of all the Consumption Sites on the Corrected Model connected to the DSO's system,
- plus, if applicable, the sum of the load reduction volumes of all the Consumption Sites on the Corrected Model connected to the DSO's system,
- minus, if applicable, the sum of the downward balancing volumes of all the Consumption Sites on the Corrected Model connected to the DSO's system,
- minus, if applicable, the sum of the shifted consumption volumes of all the Consumption Sites on the Corrected Model connected to the DSO's system,

– minus the sum of the following Consumption terms:

- sum of the Estimated and Remotely Read consumption Load Curves of the BRPs except for the completing BRP (1),
- the DSO's Estimated Losses Load Curve (2),
- the Estimated Consumption Load Curve of the completing BRP restricted to customers that have exercised their right to choose their Supplier (5);

– plus the sum of the following Injection terms:

- Estimated and Remotely Read generation Load Curves of the BRPs except for the completing BRP (1),
- the Remotely-Read Generation Load Curve of the completing BRP (3),
- the Estimated Generation Load Curve of the completing BRP (4),

Annexe D3 specifies the set of rules for calculating the Remotely-Read consumption Load Curve to apply to the completing BRPs. These terms for completing mentioned above are applied by the DSO to calculate Imbalances. They are not applied for Temporal Reconciliation, except for correcting any publication errors not detected in the Imbalance phase (error on the remotely-read site and/or error of assignment on a BRP) made upstream of the Temporal Reconciliation process of the DSO's losses.

Any DSO who applies one of these simplified provisions must sign an agreement on these provisions with the completing BRP based on the form provided in Annex E-C2 to Chapter E.

The DSO informs RTE and the CRE of the simplified provision that it is implementing. The information is provided to RTE in accordance with the form provided in Annexe D3 of Section 2 of the Terms and Conditions.

When the DSO applies one of the aforementioned simplified measures, it agrees to an audit being performed to verify the accuracy of the calculation of the Load Curves assigned to the completing BRP, at the request of the completing BRP, or the BRP for the DSO's losses. The cost of this audit is borne by the requesting party, except where a clear breach of the Terms and Conditions is observed. In this case, the cost of this audit is assigned to those responsible for this clear non-compliance.

B.2 Presentation of Section 2 of the Terms and Conditions

The Terms and Conditions relating to Scheduling, the Balancing Mechanism and the BRP System comprise two Sections:

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

The present Section 2 of the Terms and Conditions defines the technical, financial and legal conditions of the BRP system.

Section 2 of the Terms and Conditions is divided into six Chapters:

- Chapter A: Definitions;
- Chapter B: General provisions;
- Chapter C: RTE-BRP relations;
- Chapter D: RTE-DSO relations;
- Chapter E: DSO-BRP relations;
- Chapter F: Relations between the DSO and the Balance Responsible Party - Applicable provisions for estimating Load Curves as well as for the sets of profile coefficients associated with Chapter F as published on the ENEDIS website.

After Chapters A to D you will find the Appendices of these Chapters. Then, after Chapter E you will find the Appendices related to Chapter E. Lastly, after Chapter F you will find the Appendices related to Chapter F.

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

B.3 Conditions for the signature of contracts

B.3.1 Nature and content of contracts

To ensure the Balance Responsible Party system functions correctly, the respective obligations incumbent upon each of the Parties must be clearly defined. This requires the existence of three bilateral contracts.

The contract between a BRP and RTE is made up of:

- general conditions formed by Articles 1 to 5 of Section 1 and Chapters A, B and C of Section 2 of the Terms and Conditions;
- special conditions in the form of a Participation Agreement, the model for which appears in Annexe C3 to Section 2 of the Terms and Conditions.

The contract between RTE and a DSO is made up of:

- general conditions formed by Chapters, A, B and D of Section 2 of the Terms and Conditions;

- Special RTE-DSO Conditions, the model for which appears in Annexe D1 to Section 2 of the Terms and Conditions.

The contract between a DSO and RTE is made up of:

- general conditions formed by Chapters, A, B, E and F of Section 2 of the Terms and Conditions,
- Special DSO-BRP Conditions, the model for which appears in Annex E-C1 to Chapter E of Section 2 of the Terms and Conditions.

B.3.2 Seniority of contracts

A market participant acquires BRP status by signing a BRP Participation Agreement with RTE.

The BRP may exercise its activity on the network of a DSO after signing a contract with that DSO.

To do this, each DSO must have a contract with RTE (Annexe D1) and must offer a contract to every BRP who wishes to exercise an activity on its network in accordance with Chapters D and E of Section 2.

Termination of the Participation Agreement as a BRP signed by a Market Participant on the market with RTE automatically causes the Market Participant concerned to lose its status as BRP. On the same date, the contracts signed by this BRP with the DSOs are also cancelled by rights.

B.3.3 Publication of contracts on the RTE Website

On its website, RTE publishes:

- the list of Market Participants on the market who currently hold BRP contracts with RTE;
- the list of DSOs who currently hold contracts with RTE.

B.4 Responsibilities

Each Party to a bilateral contract, mentioned in Article B.3.1, is liable for any direct and proven financial injury or technical damage it causes to the other Party. The Parties are not liable for indirect damage.

Under the conditions defined in the said contracts, each System Operator is liable to BRPs for damage or injury sustained as a result of its data used to calculate Imbalances and Temporal Reconciliation, where its data is missing or erroneous. In the event that the BRP has received an over-payment due to missing data or the use of incorrect data, the BRP agrees to return the excess amounts received to the System Operator which initially omitted this data or produced the incorrect data.

In the aforementioned cases, the System Operator resolves the financial issues related to this data directly with the BRP(s) concerned according to the following conditions:

- each BRP that has received an over-payment agrees to return the excess amounts received to the System Operator concerned that so requests. The System Operator's request is made to the BRP by registered letter with acknowledgement of receipt. The sums must be returned at the latest within two months of the date of receipt of the request by the BRP;

- the System Operator then repays the amounts unduly received to each BRP that suffered negative consequences due to the missing or incorrect data. This repayment is made within one month of collection of the sums received;
- in the event that the amounts unduly received by one of the BRPs are not returned to the System Operator that initially omitted the data or produced the incorrect data, the provisions of Article B.14~~B.14~~ hereafter are applied.

For application of these principles and within the conditions set forth in Article D.16, RTE provides to the DSO that so requests valuation of the financial consequences of the missing or incorrect data given by this DSO, for all BRPs concerned. The BRPs may also, within the conditions set forth in Article C.19~~C.19~~, request this valuation from RTE, but only for financial consequences that affect them specifically. In all cases, the valuation provided by RTE concerns only the financial consequences of this missing or incorrect data after temporal reconciliation, and its value is strictly informative and non-restrictive. Annually, on request from the CRE, RTE provides a list of requests for valuation of temporal post-reconciliation errors that have been sent to it.

By way of derogation from the aforementioned financial settlement terms and in the case of metering errors, the BRP that has received the over-payment establishes the conditions for repairing the negative consequences arising from these metering errors in conjunction with the System Operator. In the event of a dispute, the provisions of Article B.14~~B.14~~ hereafter apply.

In the context of the provision of data by RTE, in accordance with the arrangements laid down in Article C.15.4, the BRP and DSO are solely responsible for the use that they or, where relevant, the designated third parties make of the data provided by RTE. The use and dissemination of such data shall be the responsibility of the BRP and DSO, solely responsible for damages of any kind, direct or indirect, suffered by themselves or caused to a third party and arising out of or in connection with the use by them of such information.

B.5 Conditions for revising section 2 of the Terms and Conditions

B.5.1 Shared Provisions

Section 2 of the Terms and Conditions and its Annexes are revised according to the following procedure:

1. At its own initiative or at the request of one or more members of the Market Access Committee, RTE draws up a draft revision to Section 2 of the Terms and Conditions;
2. To draw up the draft revision to section 2 of the Terms and Conditions, RTE coordinates with the DSOs on the subjects concerning them and includes all of the stakeholders throughout the development of the proposal, taking into account their opinions;
3. RTE notifies the draft revision to Section 2 of the Terms and Conditions to the members of the Market Access Commission;
4. Within a maximum period specified in this Notification and not less than one (1) Calendar Month, the members of the Market Access Committee may Notify their observations or counter-proposals to RTE; this is the consultation phase;

5. after the deadline for the abovementioned Notification of observations or counter-proposals, RTE draws up a new draft revision to Section 2 of the Terms and Conditions and notifies it to the members of the Market Access Committee. In the development of this new project, RTE takes into account observations from the interested parties, expressed during the consultation phase. RTE may refuse to take account of the observations or counter-proposals put forward and sent to it pending justification;
6. RTE sends CRE the new draft, accompanied by the results of the consultation, and justifies the observations or counter-proposals not adopted;
7. under Article L.321-14 of the French energy code, CRE approves *"the methods used to calculate imbalances and financial compensation".*
8. the decision by which the CRE approves Section 2 of the Terms and Conditions is published with the rules in the *Journal officiel* of the French Republic;
9. within a period of fifteen (15) Worked Days following the date the CRE's approval decision was published, RTE:

draws up the definitive revised version of Section 2 of the Terms and Conditions;

publishes on its Website the definitive revised version of Section 2 of the Terms and Conditions, and the date on which the new version is to come into force. The IS Terms and Conditions stipulate specific revision conditions which deviate from the procedure set out below.

B.5.1.1 In the case of a Participation Agreement between RTE and the BRP

Notifies each BRP, electronically with acknowledgement of receipt or, if the BRP so requests, by registered letter with acknowledgement of receipt, that an amended version of Section 2 of the Terms and Conditions is published on the RTE website, and also indicates its date of entry into force.

Revisions to Section 2 of the Terms and Conditions and its Annexes shall not affect the validity of the Participation Agreement signed by the BRP. Said Agreement shall continue to apply and implies acceptance by the BRP of the changes made in the revised version of Section 2 of the Terms and Conditions published on the RTE website, without prejudice to the BRP's right to terminate its Participation Agreement.

B.5.1.2 In the case of a contract between RTE and the DSO

Notifies each DSO, electronically with acknowledgement of receipt or, if the BRP so requests, by registered letter with acknowledgement of receipt, that an amended version of Section 2 of the Terms and Conditions is published on the RTE website, and also indicates its date of entry into force.

If the provisions of the revised version of Section 2 of the Terms and Conditions do not contradict the provisions of the RTE-DSO Special Terms, the RTE-DSO contract shall continue to apply and implies acceptance by the DSO of the changes made in the revised version of Section 2 of the Terms and Conditions published on the RTE website.

In the event of any contradiction between the revised version of Section 2 of the Terms and Conditions and the provisions of the RTE-DSO Specific Conditions, the DSO may ask RTE to sign an amendment to the Special RTE-DSO Terms of its RTE-DSO contract, with a view to officially confirming the entry into force of the revised version of Section 2 of the Terms and Conditions. In this case, RTE shall Notify to it an amendment to the RTE-DSO contract, within a period of fifteen (15) Worked Days following receipt of the request. The DSO must return the signed amendment within a period of fifteen (15) Worked Days following receipt of the amendment.

Otherwise, the DSO shall be deemed to have accepted the changes made in the revised version of Section 2 of the Terms and Conditions published on the RTE website, and said version shall apply to it automatically.

If the revised version of Section 2 of the Terms and Conditions affects the RTE-DSO Special Terms, such that these terms must be brought into compliance, then the Parties shall meet in order to modify the said RTE-DSO Special Terms accordingly.

B.5.1.3 In the case of a contract between the BRP and the DSO

Each DSO notifies the following to each active BRP on its network, by registered letter with acknowledgement of receipt:

- the date of publication on its Website of the definitive revised version of Section 2 of the Terms and Conditions, and the date on which the new version is to come into force;
- in the event of any contradiction between the revised version of Section 2 of the Terms and Conditions and the provisions of the DSO-BRP Specific Conditions, an amendment to the DSO-BRP Special Terms of its DSO-BRP contract;
- if deemed necessary by the DSO, an amendment to the DSO-BRP Special Terms of its DSO-BRP contract with a view to officially confirming the entry into force of the revised version, even where said version does not alter the DSO-BRP Special Terms.

The BRP must return the signed amendment within a period of fifteen (15) Worked Days following receipt of the amendment.

If the amendment is not returned signed by the BRP, then the DSO-BRP contract shall continue to apply and implies acceptance of the changes made in the revised version of Section 2 of the Terms and Conditions published on the RTE Website, without prejudice to the BRP's right to terminate its contract.

If no amendment is sent by the DSO, then the BRP may request an amendment in order to incorporate the modifications necessary to ensure compliance with the revised version of the Terms and Conditions, or to officially confirm the entry into force of the revised version of Section 2 of the Terms and Conditions. In this case, the DSO Notifies the BRP of this amendment within fifteen (15) Worked Days. The BRP must return the signed amendment within a period of fifteen (15) Worked Days following receipt of the amendment.

B.5.2 Provisions specific to the revision of Chapter E of Section 2 of the Terms and

Conditions

If the revision request concerns Chapter E of Section 2 of the Terms and Conditions, the draft revision to this chapter is drawn up by the DSO ENEDIS.

ENEDIS:

- draws up a revised version of Chapter E of Section 2 of the Terms and Conditions;
- sends the draft revision to RTE, which incorporates it into the draft revision of Section 2 of the Terms and Conditions submitted for consultation in accordance with Article B.5.1;
- prepares a report on the responses to the consultation on Chapter E indicating (giving reasons) whether or not the observations or counter-proposals of the consultation participants have been taken into account and draws up a new draft revision, which it sends to RTE.

RTE then incorporates the draft revision to Chapter E into the draft revision to Section 2 of the Terms and Conditions sent to CRE, and implements steps 6, 7 and 8 described in Article B.5.1.

Within a period of ten (10) Worked Days following CRE's decision to approve the CRE Terms and Conditions, ENEDIS draws up the definitive revised version of Chapter E of Section 2 of the Terms and Conditions and conveys it to RTE.

RTE incorporates the definitive revised version of Chapter E established by ENEDIS into the definitive revised version of Chapters A to F of Section 2 of the Terms and Conditions.

B.5.3 Provisions specific to the revision of Chapter F of Section 2 of the Terms and Conditions

If the request for revision concerns Chapter F of Section 2 of the Terms and Conditions, the draft revision of this chapter shall be determined by the DSO ENEDIS within the Profiling Governance Committee.

ENEDIS:

- draws up a draft revision of Chapter F and Notifies it to the members of the Profiling Governance Committee;
- receives the observations or counter-proposals of members of the Profiling Governance Committee;
- draws up a new draft revision of Chapter F and sends it to RTE, giving reasons for the observations or counter-proposals rejected.

RTE then incorporates the draft revision of Chapter F drawn up by ENEDIS into the draft revision of Section 2 of the Terms and Conditions sent to CRE, and implements steps 6, 7 and 8 described in Article B.5.1.

Within a period of ten (10) Worked Days following CRE's decision to approve the CRE Terms and Conditions, ENEDIS draws up the definitive revised version of Chapter F of Section 2 of the Terms and Conditions and conveys it to RTE.

RTE incorporates the definitive revised version of Chapter F drawn up by ENEDIS into the definitive revised version of Chapters A to F of Section 2 of the Terms and Conditions.

B.6 Rounding rules

B.6.1 Rounding of calculated values

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

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

B.6.2 Financial rounding

Prices are rounded to the nearest Euro cent.

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

B.7 Intellectual property

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

The Parties to this contract, these Special Conditions or Participation Agreement, undertake not to claim any right of intellectual or industrial property pertaining to the information or tools provided or passed on under the terms of this contract or Participation Agreement.

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

B.8 Data common to the Terms and Conditions and to ARENH

BRPs are informed that RTE and the DSO have agreed, in Chapter D, that the information exchanged under these Terms and Conditions may be used for the performance of the missions entrusted to System Operators for verifying rights relating to ARENH, as described in Decree 2011-466 enacted in application of articles L.336-1 to L.336-10 of the French energy code. The conditions for processing of ARENH-specific data are described in an ad hoc agreement between the DSO and RTE.

B.9 Confidentiality

B.9.1 Nature of confidential information

In application of Articles L.111-72 and L.111-73, of the French energy code, RTE and the DSOs are required to uphold the confidentiality of economic, commercial, industrial, financial or technical information which, if revealed, would infringe the rules on free and fair competition and non-discrimination. The list of that information and the conditions governing its use are laid down by Articles R.111-26 et seq. of the French energy code.

For types of information not covered by these articles, each Party determines by any means available which ones, of any kind and in any form, it considers to be confidential and informs the other Party of the confidential nature of this information.

The notion of confidential Information does not include:

- any information the recipient party of the information (hereafter “Recipient Party”) can demonstrate:
    - that this information falls into the public domain at the time of its transmission by the party disclosing the information (“Disclosing Party”) or fell into the public domain in the course of this exchange, without the Disclosing Party having violated its obligations of confidentiality under the Terms and Conditions; or
    - that it was already aware of this information prior to its communication by the Disclosing Party or that it developed it independently; or
    - that it has been released from its confidentiality obligation with regard to this information by prior written agreement from the Disclosing Party; or
    - that it has received this information from a third party, lawfully, without violation of the provisions of this Article;
- the public indicators of the Balancing Mechanism described in Section 1 of the Terms and Conditions.

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

B.9.2 Content of the confidentiality obligation

For the confidential information specified in the aforementioned Article R.111-26 of the French energy code, and in accordance with Article R.111-27, the BRP authorises RTE or the DSO as the case may be, to pass on this information to third parties, in accordance with the provisions of the French Energy Code.

The Parties guarantee that third parties receiving any information classed as confidential in the sense of Article B.9.1 will offer the same confidentiality commitments as those defined in the present Article. To this end, the Recipient Party undertakes to take any measures necessary in respect of its employees, sub-contractors and any legal or natural person it appoints to take part in the performance of the contracts, to ensure that they uphold the confidentiality of information that may come into their possession. It also takes all useful measures to ensure the physical protection of such information, including during archiving procedures.

Each Party notifies the other Party as soon as possible of any breach or presumed breach of obligations resulting from the present Article.

The obligations resulting from the present Article do not apply if the Recipient Party is able to prove that the said information was already accessible by the public at the time of its communication. Similarly the obligations do not apply if, at the time of communication, the information has already been received by the Party from a third party, legally, with no breach of the provisions of the present Article.

B.9.3 Duration of the confidentiality obligation

The Parties undertake to respect the present confidentiality commitment for a period of three years following the expiry or cancellation of the contract.

B.10 Force majeure

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

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

The Party's contractual obligations, with the exception of the confidentiality obligation laid down in Article B.9, are suspended for the duration of the force majeure, beginning from the moment when the force majeure first occurs. The Parties are not responsible for and are not obliged to repair damage incurred by either Party as a result of non-execution or faulty execution of all or part of their contractual obligations, caused by the force majeure.

Any Party invoking a force majeure event has an obligation to use all means at its disposal to limit its scope and duration. If a force majeure event lasts for a period exceeding thirty (30) Days, either Party may cancel the contract and the other Party shall have no right to compensation of any kind. In this case, cancellation must be Notified to the other Party by registered letter with acknowledgement of receipt. Cancellation takes effect on the date of receipt of the said letter.

B.11 Territorial application of the Terms and Conditions

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

B.12 Applicable language and law

The Terms and Conditions and contracts are governed by French law.

Notwithstanding any translations that may be made, whether sworn or not, the sole applicable language for questions of interpretation or application of the Terms and Conditions and contracts is French.

B.13 Personal data

In accordance with the execution of the obligations set out in one of the two party contracts, mentioned in Article B.3.1, each of the Parties guarantees the other Party the fulfilment of its legal and regulatory obligations with regard to the protection of personal data, in particular the amended Act no. 78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

B.14 Settlement of disputes

In the event of a dispute, the Parties undertake to meet with a view to reaching an amicable solution.

To this end, the requesting Party shall send Notification to the other Party by registered mail with acknowledgement of receipt, indicating:

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

If no agreement or response is received within thirty (30) Days of the aforementioned Notification, an appeal can be made to the CRE by either Party, under the conditions laid down in Article L.134-19 of the French energy code.

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

B.15 Transitional provisions

B.15.1 Concerning the implementation of the PEB cancellation system

RTE informs the BRPs if the Authorised Daily Energy Volume is exceeded as provided for in Article C.9 but cannot cancel PEBs.

RTE will gather feedback to identify and analyse situations where it was exceeded. Following this feedback, RTE may decide to implement the system of cancellation of PEBs in accordance with the provisions laid down in Article C.9.5, after approval of the CRE, Notifying all BRPs with two (2) Months' notice.

C. RELATIONSHIP BETWEEN RTE AND A BRP

C.1 Purpose

The general terms and conditions applicable to the contract between the BRP and RTE contain the following elements:

- Articles 1 to 5 of Section 1 of the Terms and Conditions;
- Chapters A, B, and C of Section 2 of the Terms and Conditions.

C.2 General obligations incumbent on the Parties

The obligations of the BRP are as follows:

- It monitors the declaration of the elements of its Perimeter to RTE and to the DSO;
- It is liable vis-à-vis RTE for the financial settlement of the balance, if negative, of the billing elements for administration expenses in accordance with Article C.21.2.2.1, for valuation of Physical Consumption, and for Imbalance in accordance with Article C.21.2.2.2;
- It is liable to RTE for the financial settlement of the balance, if negative, of the billing elements of the Correction and the Residual of the Temporal Reconciliation in accordance with Articles C.21.3.1.1 and C.21.3.1.2 ;
- it checks the data published by RTE for:

Calculating the Imbalances;

Temporal Reconciliation;

The element of the PTS Perimeter;

- Where necessary, it will publish any disputes within the deadline given by Article C.18.

The obligations of RTE vis-à-vis the BRP are as follows:

- Based on the elements of the BRP's Perimeter, it deducts the quantities of energy injected and extracted from the PTS;
- It recovers, from the DSO, the detailed data of quantities of energies injected and extracted from the PDS;
- It calculates the administration expenses;
- It calculates and publishes the Imbalance, Physical Consumption, Temporal Reconciliation and the corresponding financial settlements;
- It is liable to the BRP for the financial settlement of the balance, if positive, of the billing elements for administration expenses in accordance with Article C.21.2.2.1, for Physical Consumption, and for Imbalance in accordance with Article C.21.2.2.2;

- It is liable to the BRP for the financial settlement of the balance, if positive, of the billing elements of the Correction and the Residual of the Temporal Reconciliation in accordance with Articles C.21.3.1.1 and C.21.3.1.2;
- It is liable to the BRP for the financial settlement of the compensation provided for in Article C.20;
- If any disputes are raised by the BRP, it shall take action according to the procedures described in Article C.18.

C.3 Contracts binding the Parties

C.3.1 Conditions for the signature of contracts

A legal entity wishing to acquire BRP status (referred to as "Applicant" in this Article) must contact RTE, which shall send it the application form attached in Annexe C1, along with the customer questionnaire attached in Annexe C2

To acquire the status of BRP, any legal person candidate undertakes to comply with all of the laws, regulations and applicable codes including all anti-corruption laws applicable, particularly the French Law n° 2016-1691 of 9 December 2016, the so-called "Sapin Act II", the "U.S. Foreign Corrupt Practices Act" and the "U.K. Bribery Act 2010", and any equivalent act applicable.

Accordingly, the legal person candidate for the status of BRP, certifies that it is not on the U.S Treasury Department's "Specially Designated Nationals" list; that it is not the subject of sanctions on the part of the Office of Foreign Assets Control (" OFAC"), the British Treasury or any other equivalent measure imposed, a jurisdiction, an authority, a commission, a control body or any other relevant authority in application of the aforementioned legislation (hereinafter the "Sanctions").

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

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

The Applicant shall complete and sign the form and questionnaire and return them to RTE, accompanied by the following documents:

- A copy dated as of less than three (3) months of records stated in the commercial register relating to the Applicant or the equivalent for companies located outside France and for operators not included in this register;
- The income statement and the balance sheet for the three financial years preceding the request or any equivalent document for companies located outside France;
- If it is a new company, any document justifying the financial capacity of the Applicant, as well as a memo describing the activity and the business plan;
- the Bank Guarantee or as a temporary measure the cash deposit as provided for in Article C.4.

Following a deadline for judgement that depends on the completeness of the application, RTE signs a BRP Participation Agreement with the Applicant in accordance with the model attached in Annexe C3 and the Applicant completes Annexe C6.

When the BRP, its legal representatives or administrators are subject to Sanctions, RTE may terminate the Participation Agreement, without delay, subject to Notifying the termination to the BRP in accordance with the last paragraph of article **C.7.2**~~**C.7.2**~~.Moreover, if an Applicant has previously held a BRP Participation Agreement which was terminated by RTE for one of the reasons described in Article C.7.2, that Applicant shall not be permitted to sign a new BRP Participation Agreement until he has settled his situation in respect of the previous Participation Agreement, in particular after paying to RTE any outstanding sums owed under the previous Participation Agreement.

C.3.2 Commencement and term of the Contract

The contract will come into effect on the date stated in the Participation Agreement.

It requires a simple electronic signature in accordance with eIDAS Regulation 910/2014 of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market.

The contract is an open-ended contract which may only be suspended or terminated within the conditions laid out in Article C.6 and C.7.

C.3.3 Updating contractual documents

The BRP undertakes to send RTE, each year, the income statement and balance sheet for the previous financial year, together with updated information from the customer questionnaire attached in Annexe C2.

C.4 Financial securing of the BRP system

A financial securing mechanism, based on Bank Guarantees in accordance with the model attached in Annex C4, is implemented as part of these Terms and Conditions and applies to BRPs.

As a transitional measure, and while waiting to obtain a Bank Guarantee that complies with this Article, the BRP may deposit a sum of money, known as a cash deposit, that constitutes cash security pursuant to Articles 2333 et seq. of the French Civil Code, within the terms set forth in Article C.4.8.

To implement this financial securing mechanism, RTE monitors the outstanding debt, the daily Energy Volume, and the Forecast Imbalance of the BRP within the terms set forth in Articles C.4.1, C.4.2 and C.6.

The Participation Agreement is terminated under the conditions described in Article C.7 when the Bank Guarantee of the BRP is no longer valid (it no longer respects the criteria set out in Article C.4.3) or when the Bank Guarantee has not been renewed or reassessed in accordance with Articles C.4.5 to C.4.8, after official notice to the BRP to provide a Bank Guarantee has led to no action taken by the deadline stated in the official notice letter.

C.4.1 Monitoring a BRP's outstanding debt

Each day D RTE monitors the outstanding debt of each BRP.

This outstanding debt corresponds to the algebraic sum:

- of the amounts given on the monthly invoices and credit notes, in accordance with Article C.21.2, and not paid on Day D;
- invoicing items related to Imbalances valued in accordance with Article C.15.3, not yet invoiced for the period until the end of D-1;
- invoicing items related to Physical Consumption valued in accordance with Article C.14.2, not yet invoiced for the period until week W-3.

If the perimeter of the BRP contains at least one Site connected to the PDS, for days where consumption or generation data of the PDS perimeter of a BRP have not been published by RTE in accordance with Article C.15.4.3.2, the quantities injected and withdrawn in a PDS perimeter are determined based on an estimate of these quantities according to the method set out hereafter.

The estimate involves copying the latest Global Consumption Total of the BRP published by RTE in accordance with Article C.15.4.3.2. This estimate is used for the calculation of billing items related to Imbalances not yet invoiced.

C.4.2 Monitoring of Daily Energy Volume

Each Day D RTE monitors the Daily Energy Volume of each BRP in accordance with the provisions of Article C.9.

C.4.3 Characteristics of the Bank Guarantee

The Bank Guarantee must be issued by a credit institution pursuant to articles L511-5 and L.511-6 of the French Monetary and Financial Code and must comply with the Bank Guarantee template attached in Annexe C4.

The Guarantor must be a credit institution known to be solvent, i.e. meet the rating criteria set out below and is domiciled in a Member State of the European Union or in Switzerland or Norway.

This credit establishment must not be the BRP itself and must not control or be controlled by the BRP as defined in Article L. 233-3 of the French Commercial Code (*Code de commerce*).

The Bank Guarantee must be issued by a credit establishment whose long term financial rating obtained from an international rating agency is at least BBB+(Standard & Poor's or Fitch ratings) stable perspective or Baa1 (Moody's rating). If a credit establishment is rated by more than one rating agency, all of its ratings must satisfy the criterion above.

The Bank Guarantee is issued for a period at least equal to one (1) year. The duration of the Bank Guarantee may be extended by the Guarantor’s signature of an Amendment to the Bank Guarantee, conforming to the model attached to Annexe C4bis and issued for a period of validity equal to at least one (1) year.

~~Any~~ All BRPs must submit to RTE a Bank Guarantee, the amount of which corresponds to one of the amounts given in ~~the table below~~this Article C.4.3. The amount of the Bank Guarantee may be amended by the Guarantor’s signature of an Amendment to the Bank Guarantee, in accordance with the model attached in Annexe C4bis.

The minimum amount of the Bank Guarantee that a BRP must give RTE is determined according to the annual Mean Consumption Power of its Balance Perimeter. In the event that the BRP has a period of activity of less than twelve months, then the Mean Consumption Power is calculated from the full Months available at the time of the calculation.

The amount of the Bank Guarantee given determines the amount of the authorised outstanding debt and the Authorised Daily Energy Volume for the BRP, within the terms set forth in ~~the table below~~this Article C.4.3.

The BRP may give a Bank Guarantee for an amount greater than the minimum amount of the Bank Guarantee required by RTE if it wishes to be authorised for a higher outstanding debt and/or Daily Energy Volume, in accordance with the amounts set out in this Article C.4.3~~in accordance with the table below~~.

Annual Mean Consumption Power ranges (MW)	**Amount of the Bank Guarantee (where applicable Financial Guarantee) (€k)**	**Outstanding debt authorised (€k)**	**Daily Energy Volume Authorised (MWh/J)**
≤25	50	50	1,800
] 25 ; 35]	150	150	2,500
] 35 ; 50]	200	200	3,600
] 50 ; 75]	300	300	5,400
] 75 ; 100]	400	400	7,200
] 100 ; 150]	600	600	10,800
] 150 ; 200]	800	800	14,400
] 200 ; 250]	1,000	1,000	18,000
] 250 ; 300]	1,200	1,200	21,600
] 300 ; 400]	1,600	1,600	28,800
] 400 ; 500]	2,000	2,000	36,000
] 500 ; 600]	2,400	2,400	43,200
] 600 ; 700]	2,800	2,800	50,400
≤700	3,200	3,200	Unlimited
≤700	5,000	5,000	Unlimited

In the case of an exceeded authorised outstanding debt, as mentioned in Article ~~**Error! Reference source not found.**~~C.4.6.2 a), the amount of the Financial Guarantee requested by RTE, as entered in the official notice to the BRP, must be equal to at least the outstanding debt determined by RTE, rounded to the next million euros. This ~~amount of~~ Financial Guarantee ~~payable to~~required by RTE may not exceed an amount equal to EUR thirty (30) million.

C.4.4 Initialisation of the Bank Guarantee for a new BRP

The BRP provides RTE with a Bank Guarantee the amount of which it determines based on its forecast activity (forecast Mean Consumption Power) in accordance with the table given in Article C.4.3. As an interim arrangement and while waiting for the Bank Guarantee to be sent, the new BRP may make a cash deposit in accordance with C.4.8, the amount of which is equal to the amount of the Bank Guarantee as stated above. The cash deposit constitutes cash security on the authorised outstanding debt for the Bank Guarantee thus provided.

Following a period of ~~ninety~~ forty-five (~~90~~45) Days and as soon as RTE has the data needed, RTE calculates the Mean Consumption Power of the BRP's Perimeter for the first three (3) Months of activity, which is then assimilated with the annual Mean Consumption Power to establish the amount of the minimum Bank Guarantee required for the BRP, in accordance with the table mentioned in Article C.4.3.

C.4.5 Renewal of the Bank Guarantee

At the latest one hundred and twenty (120) Days before the date a Bank Guarantee expires, RTE Notifies this expiration date to the BRP, as well as the minimum amount of the new Bank Guarantee that the BRP must submit in accordance with ~~the table mentioned~~amounts set out in in Article C.4.3. This amount is established according to the Mean Consumption Power of the Perimeter for the last twelve (12) full Months available at the time of calculation.

At the latest ninety (90) days before a Bank Guarantee expires, the BRP Notifies RTE, by registered letter with acknowledgement of receipt an Amendment to the Bank Guarantee or a new Bank Guarantee that meets the requirements of Article C.4.3, the amount of which will be greater than or equal to that Notified by RTE.

The date of entry into force of the new Bank Guarantee or of the Amendment to the first demand Bank Guarantee must match the date on which the previous Bank Guarantee expires. In any case, in the event of a change of Guarantor, any change in the amount and duration of the Bank Guarantee requires the signing of a new Bank Guarantee by the new credit institution.

If RTE does not receive a new Bank Guarantee or Amendment to the first demand Bank Guarantee within the aforementioned period of time. RTE may send official notice to the BRP via registered letter with acknowledgement of receipt requesting a new Bank Guarantee within ~~ten~~ five (~~10~~5) Worked Days. At the end of the ~~ten~~ five (~~10~~5) ~~Business~~ Worked Days and if no Bank Guarantee or Amendment to the Bank Guarantee has been submitted by the BRP, RTE may terminate the Participation Agreement under the conditions laid down in Article C.7.2.

C.4.6 Revision of the value of the Bank Guarantee

C.4.6.1 On the BRP's initiative

The BRP may at any time take the initiative of adjusting the amount of its Bank Guarantee upward, in order to increase its authorised outstanding debt and its Authorised Daily Energy Volume. This change can be made through the Guarantor's signature of an Amendment to the Bank Guarantee or by submitting a new Bank Guarantee.

As an interim arrangement and while waiting for the new Bank Guarantee or an Amendment to the Bank Guarantee to be sent, the BRP may make a cash deposit in accordance with Article C.4.8. The amount of this cash deposit is equal to the difference between the amount of the new Bank Guarantee to be given and the amount of the current Bank Guarantee. The cash deposit constitutes cash security on the difference between the authorised outstanding debt for the new Bank Guarantee to be given and the current authorised outstanding debt.

The BRP may also take the initiative to adjust the amount of its Bank Guarantee downward in accordance with the requirements of Article C.4.3 provided that RTE has not during the past twelve (12) Months requested the upward adjustment of its Bank Guarantee in application of Article C.4.6.2 or C.6.

If the Financial Guarantee of the BRP is greater than EUR five (5) million, and if the outstanding debt of the BRP, monitored and calculated in accordance with Article C.4.1~~**C.4.1.**~~, has been less than EUR five (5) million for a period of three (3) consecutive M~~m~~onths, RTE may allow the BRP to revise the amount of its Bank Guarantee downwards so that it corresponds to one of the amounts in the table referred to in Article C.4.3~~**C.4.3.**~~ and so that the amount of the Bank Guarantee covers the outstanding debt of the BRP.

In all the aforementioned cases, the BRP Notifies RTE, via registered letter with acknowledgement of receipt, a new Bank Guarantee or an Amendment to the Bank Guarantee that will take effect at the earliest five (5) Worked Days following receipt by RTE.

C.4.6.2 On RTE's initiative

RTE may ask the BRP to provide a Bank Guarantee or to adjust its Bank Guarantee by signing an Amendment to the Bank Guarantee in the following cases:

a) if the outstanding debt of a BRP calculated by RTE in accordance with Article C.4.1 is greater than the authorised outstanding debt set out in Article ~~C.4.3 and if its Bank Guarantee is less than the maximum of the amounts given in the table mentioned in Article~~ C.4.3. In this case, RTE ~~Notifies it to the BRP. The BRP must then~~may:

~~(i) submit, within two (2) Worked Days from Notification from RTE, a cash deposit according to the terms and conditions described in Article C.4.8 or Notify a Bank Guarantee or an Amendment to the Bank Guarantee, such that its Bank Guarantee covers the outstanding debt reached and complies with one of the amounts given in the table mentioned in Article C.4.3. The cash deposit constitutes cash security on the difference between the authorised outstanding debt for the new Financial Guarantee provided and the current authorised outstanding debt at the time of Notification.~~

~~(ii) if necessary, following the cash deposit, re-assess the amount of its Bank Guarantee as soon as possible and at the latest within ninety (90) Days.~~

~~If the BRP has not made the cash deposit nor provided a Bank Guarantee or an Amendment to the Bank Guarantee as mentioned in i), and if the BRP's outstanding debt calculated by RTE in accordance with Article C.4.1 is still greater than the authorised outstanding debt in force at the third Worked Day after Notification, RTE may:~~

- ~~(i)~~ give official notice to the BRP, via registered letter with acknowledgement of receipt, to Notify as soon as possible and within ~~ten~~ five (~~10~~5) ~~Worked Day~~Business~~Worked Day~~s at the latest, a Bank Guarantee or an Amendment to the Bank Guarantee in accordance with Article C.4.3 or in the interim a cash deposit in accordance with Article C.4.8, such that the amount of its Financial Guarantee covers the outstanding debt reached and complies with the amounts set forth in the table mentioned in Article C.4.3. ~~Again, i~~In this case, the cash deposit constitutes cash security on the difference between the authorised outstanding debt for the new Financial Guarantee provided and the current authorised outstanding debt at the time of Notification~~; and~~. Where applicable, following the cash deposit, the BRP must reassess the amount of its Bank Guarantee as soon as possible and no later than forty-five (45) Days.~~-~~

(i)

(ii) ~~(ii)~~ establish the BRP's Authorised Daily Energy Volume at zero (0) until normalisation.

~~b) if the outstanding debt of a BRP calculated by RTE in accordance with Article C.4.1 is greater than the authorised outstanding debt set out in Article C.4.3 and if its Financial Guarantee is equal to the maximum of the amounts given in the table mentioned in Article C.4.3. In this case, RTE may, via registered letter with acknowledgement of receipt, give official notice to the BRP to assess its Bank Guarantee according to the amount stipulated in the official notice as soon as possible and within one (1) Month at the latest.~~

~~c~~b) if the Financial Guarantee has been called by RTE in accordance with Article C.4.7 or if RTE has recorded, over a Sliding Year, two (2) Payment Incidents lasting more than eight (8) days leading to Notifications of request to pay via registered letter with acknowledgement of receipt. In this case, RTE may, via registered letter with acknowledgement of receipt, give official notice to the BRP to Notify, as soon as possible or within ten (10) Worked Days at the latest, a Bank Guarantee the amount of which complies with one of the amounts set out in Article C.4.3.

This amount must cover the maximum of the following values:

- ~~o~~ sum of invoices issued by RTE for which the Payment Incident was recorded and payment not received by the date of the aforementioned official notice;
- maximum between the amount of the Bank Guarantee calculated in accordance with Article C.4.3 and one hundred thousand (100,000 euros), multiplied by the factor (1+NPI/100), where NPI is the Number of Payment Incidents recorded over the Sliding Year, including the current month;
- ~~o~~ maximum Bank Guarantee required during the last six elapsed months.

As an interim arrangement and while waiting for the new Bank Guarantee to be sent, the BRP may deposit cash in accordance with Article C.4.8, the amount of which is equal to that stated above. The cash deposit constitutes cash security on the difference between the authorised outstanding debt for the new Financial Guarantee provided and the current authorised outstanding debt at the time of official notice.

~~d~~c) if the annual Mean Consumption Power of its Perimeter has increased such that at the end of a month M, the Mean Consumption Power for months M-12 to M-1 exceeds the annual Mean Consumption Power range associated with its Bank Guarantee as given in the table in Article C.4.3. In this case, RTE Notifies it to the BRP. The BRP must then re-assess the amount of its Bank Guarantee to cover the annual Mean Consumption Power range reached, as soon as possible and within one (1) Month at the latest. Otherwise, RTE may, via registered letter with acknowledgement of receipt, give official notice to the BRP to Notify, as soon as possible or within ten (10) Worked Days at the latest, the new Bank Guarantee or an Amendment to the Bank Guarantee.

~~e~~d) if, during execution of the Participation Agreement, the long-term financial rating from the credit institution that issued the Bank Guarantee falls below BBB+ stable perspective (Standard & Poor's or Fitch ratings) or below Baa1 (Moody's rating). In this case, RTE Notifies it to the BRP. The BRP must then provide a new Bank Guarantee that complies with the requirements of Article C.4.3, as soon as possible and within one (1) Month at the latest. Otherwise, RTE may, via registered letter with acknowledgement of receipt, give official notice to the BRP to Notify, as soon as possible or within ten (10) Worked Days at the latest, the new Bank Guarantee.

~~o~~ ~~f~~e) if the two cumulative conditions below are met:

- the outstanding debt of a BRP calculated by RTE in accordance with Article C.4.1 is greater than the authorised outstanding debt set out in Article C.4.3; and
- The BRP's Perimeter is composed only of Consumption elements, leading to completely negative imbalances during seven (7) consecutive Days.

In this case, RTE may, by registered letter with acknowledgement of receipt, give official notice to the BRP:

- (i) ~~(i)~~ to Notify as soon as possible and within ten (10) ~~Business~~ Worked Days at the latest, a Bank Guarantee or an Amendment to the Bank Guarantee or in the interim provide a cash deposit, such that the amount of its Financial Guarantee covers the outstanding debt reached and complies with the amounts set forth ~~in the table mentioned~~ in Article C.4.3 or, where applicable, according to the amount stipulated by RTE in the official notice. The cash deposit constitutes cash security on the difference between the authorised outstanding debt for the new Financial Guarantee provided and the current authorised outstanding debt at the time of official notice; and
- (ii) ~~(ii)~~ reduce by more than fifty (50) percent in volume, the daily volume of Imbalances of its Perimeter in relation to the volume of Imbalances identified by RTE at the time of official notice, as soon as possible and within ten (10) Worked Days at the latest.

If the BRP has not made either a cash deposit or submitted a new Bank Guarantee or an Amendment to the Bank Guarantee in response to the request from RTE for the revision of the Bank Guarantee, RTE may terminate the Participation Agreement under the conditions laid down in Article C.7, after having Notified the BRP with formal notice with no reply within a period of ~~10~~ five (~~ten~~5) ~~Business~~ Worked Days following its receipt.

Following an adjustment of the Bank Guarantee or of the Financial Guarantee following a request from RTE in accordance with the conditions set out in this Article C.4.6.2, the new amount of the Financial Guarantee constitutes the minimum amount of the Financial Guarantee twelve (12) Months from the date of Notification by RTE of the request in accordance with points a, b, c, d, and e~~e and f~~.

C.4.7 Invocation of the Financial Guarantee

If part or all of the invoice due or any payment payable to RTE for the BRP's contract is not paid, RTE Notifies the BRP with official notice via registered letter with acknowledgement of receipt, to pay the unpaid amounts within ten (10) ~~Worked Business~~Worked Days.

If the BRP has not made the payments mentioned in the official notice when the afore-mentioned period expires, RTE may:

- call up the BRP's Bank Guarantee, using the template of the letter attached in Annexe C5; or
- liquidate the cash security given in payment of the sums due, in accordance with the terms and conditions described in Annexe C12.

At the latest ten (10) Worked Days following the call of the Bank Guarantee or the liquidation of the cash security, the BRP Notifies RTE via registered letter with acknowledgement of receipt of a new Bank Guarantee, or in the interim, provides a cash deposit in accordance with Article C.4.6.2 ~~c~~b).

If at the end of the ten (10) ~~Business~~ Worked Days mentioned above the BRP has not paid a cash deposit or submitted a new Bank Guarantee in response to the request, RTE may terminate the Participation Agreement under the conditions laid down in Article C.7.

C.4.8 Interim cash deposit

In the interim, and in only the cases mentioned in Articles 0~~C.4.4~~, C.4.6.1, C.4.6.2 a), C.4.6.2 ~~c~~b), C.4.6.2 ~~f~~e) and C.6, the BRP may submit to RTE a sum of money referred to as the cash deposit constituting cash security with dispossession, pursuant to articles 2333 et seq. of the French Civil Code.

The cash security must be pledged in accordance with the template attached in Annexe C12 and may not exceed ~~ninety~~ forty-five (~~90~~45) calendar days.

According to the cases mentioned in Articles 0~~C.4.4~~, C.4.6.1, C.4.6.2 a), C.4.6.2 ~~c~~b), C.4.6.2 ~~f~~e) and C.6, the amount of the sums deposited must correspond to the amount set out in the said Articles.

The pledging of cash security adjusts the BRP's Financial Guarantee within three (3) ~~Worked Business~~Worked Days following receipt by RTE of the relevant amounts to the bank account provided for this purpose.

The new amount of the Financial Guarantee is used in replacement of the amount of the Bank Guarantee, to determine the authorised outstanding debt and a BRP's Authorised Daily Energy Volume, in accordance with ~~the table mentioned in~~ Article C.4.3 as of receipt of the cash deposit in RTE's bank account as specified in Annexe C12.

This cash deposit is returned to the BRP according to the conditions set out in Annexe.

If the BRP does not return the Bank Guarantee to RTE within ~~eighty~~ forty (~~80~~40) calendar days in accordance with the conditions set out in Articles 0~~C.4.4~~, C.4.6.1, C.4.6.2 a), C.4.6.2 ~~c~~b), C.4.6.2 ~~f~~e) or C.6, RTE sends official notice to the BRP via registered letter with acknowledgement of receipt Notifying this Bank Guarantee as soon as possible and within five ~~ten~~ (5~~10~~) ~~Worked Days~~~~Business~~Worked Days at the latest. If at the end of the ~~ten~~ five (~~10~~5) ~~Business~~ Worked Days mentioned above the BRP has not paid a cash deposit or submitted a new Bank Guarantee or Amendment to the Bank Guarantee in response to the request, RTE may terminate the Participation Agreement under the conditions laid down in Article C.7.

C.4.9 Monitoring of Forecast Imbalance

For BRPs with only declarative elements such as described in Articles **C.11.4**~~**C.11.4**~~ and **C.11.5**~~**C.11.5**~~ in their Balance Perimeter for a Day D, RTE verifies, on D-1 after receiving these declarative elements, the Forecast Imbalance of the BRP for Day D. RTE settles this Forecast Imbalance at the Reference Spot Price of Day D.

If the Forecast Imbalance settled at the Spot Price is negative and is more than two hundred and fifty thousand euros (250 000 €), RTE alerts the BRP, requesting it to balance itself on the Short-Term Market or by the Block Exchange Service governed by the provisions of Article C.9.

C.5 Assignment and transfer of the Participation Agreement

A BRP may transfer its Participation Agreement as a BRP to a third party. For the transfer to be made to RTE (the party ceding), the new BRP (the assignee) must Notify RTE of the transfer at least three (3) months before the effective date of the operation, provide RTE with a Bank Guarantee and sign an amendment to the Participation Agreement noting the transfer.

The assignment of the Participation Agreement does not result in the transfer of the BRP assignor's Balance Perimeter to RTE the assignee. The transfer of the Balance Perimeter must take place in accordance with the procedure outlined in Article C.8. In particular, the BRP assignee will have to enter into new Attachment Agreements and transmit these to RTE.

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

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

In the event of an operation involving universal transfer of the BRP's assets (outgoing BRP) to another entity (the beneficiary BRP), the outgoing BRP Notifies RTE at least three (3) months before the effective date of the operation. The Participation Agreement is automatically transferred to the beneficiary BRP, on condition that the latter signs an amendment to the Participation Agreement and provides a Bank Guarantee. The beneficiary BRP shall be liable for all amounts due by the outgoing BRP since the date of signing of the Participation Agreement by the outgoing BRP.

C.6 Suspension of the Participation Agreement

For BRPs with only declarations as described in Articles C.11.4 and C.11.5 in their Balance Perimeter for a Day D, RTE checks the BRP's forecast Imbalance for Day D, D-1 after receipt of the said declarations. RTE values this Forecast Imbalance at the Reference Spot Price of Day D.

If the algebraic difference between the BRP's outstanding debt as defined in Article C.4.1 and the forecast Imbalance valued at the Imbalance Settlement Price when it is known and at the Reference Spot Price for due dates where the unknown Imbalance Settlement Price is greater than the amount of the BRP's Financial Guarantee plus two hundred and fifty thousand euros (€250,000), RTE may suspend the BRP's Participation Agreement immediately.

This suspension is notified to the CRE, the DGEC and the foreign TSOs concerned, and to the electricity exchanges active in France.

The suspension takes effect immediately after the BRP receives the Notification.

The effects of suspension are as follows:

- Nominations of declarations as described in Articles C.11.4 and C.11.5 are no longer possible;

- The BRP must give RTE a Bank Guarantee or an Amendment to the Bank Guarantee, the amount of which covers the sum of the BRP's outstanding debt as set out in Article C.4.1 and of the Forecast Imbalance valued at the time of the Notification of suspension, in accordance with the ~~table~~ amounts ~~mentioned~~ stated in Article C.4.3. While waiting for Notification of this Bank Guarantee or this Amendment, the BRP must, within two (2) Worked Days from Notification of the suspension by RTE, make a cash deposit in accordance with Article C.4.8 such that its Financial Guarantee is equal to the amount of the Bank Guarantee required. The cash deposit constitutes cash security on the difference between the authorised outstanding debt for the new Financial Guarantee provided and the current authorised outstanding debt at the time of the suspension.

Notwithstanding suspension of its Participation Agreement, the BRP remains indebted for any sums due as a result of its Participation Agreement, as well as all invoices established by RTE relating to a period prior to the suspension.

RTE Notifies the BRP of removal of the suspension and continuation of the Participation Agreement at the latest three (3) Worked Days following receipt of a Financial Guarantee in accordance with Article C.4.3, covering the sum of the BRP's outstanding debt as set out in Article C.4.1 and the Forecast Imbalance valued at the time of Notification of the suspension. RTE informs the CRE, the DGEC the foreign TSO's concerned and the electricity exchanges active in France, of the removal of the suspension.

If no Financial Guarantee has been received within two (2) ~~Business~~ Worked Days of the Notification of the suspension by RTE, in accordance with the requirements described above, RTE may give formal notice to the Balancing Service Provider to provide a Bank Guarantee or an Amendment to the Bank Guarantee within ten (10) Worked ~~Business~~ Days in accordance with Article C.4.3 or, for a transitional period, a cash deposit in accordance with Article C.4.8, in such a way that the amount of its Financial Guarantee covers the difference between the amount owed by the BRP as defined in Article C.4.1 and the Forecast Imbalance settled at the time of Notification of the suspension. At the end of the ten (10) Worked ~~Business~~ Days, the deadline given in the official notice, if the BRP still has not complied with its obligations, RTE may terminate the Participation Agreement under the conditions laid down in Article C.7.2.

C.7 Termination of the Participation Agreement

The Participation Agreement may be cancelled under the following conditions.

C.7.1 By the BRP

The BRP may terminate its contract with RTE, on condition that it has previously withdrawn all the Injection and Consumption installations from its PTS perimeter and its PDS Perimeters, in accordance with Article C.8.3.3.

The BRP shall Notify RTE of its desire to terminate its Participation Agreement by registered letter with acknowledgement of receipt, stating the date that the termination comes into effect. In any case, this may not be prior to any of the dates mentioned below:

- the date of removal by the BRP of the last installation from its Perimeter;

- the first Day of Month M+2, if the Notification by RTE is received seven (7) Days before the end of Month M;
- the first Day of Month M+3, if the Notification by RTE is received less than seven (7) Days before the end of Month M.

C.7.2 By RTE

C.7.2.1 Requisite conditions:

RTE may terminate its contract with the BRP, with no indemnity, under the following conditions:

- when the BRP's Bank Guarantee is no longer valid, meaning that it no longer meets the criteria given in Article C.4.3, or when the Bank Guarantee has not been given, renewed or re-evaluated according to Articles C.4.5 to C.4.8 following official notice to provide a Bank Guarantee Notified to the BRP remaining without effect following the deadline stated in the official notice letter; or
- the BRP has not made a cash deposit as stated in point a) of Article C.4.6.2, or given a new Bank Guarantee pursuant to Article C.4.6.2, following official notice to provide a new Bank Guarantee Notified to the BRP remaining without effect after ~~ten~~ five (~~10~~5) ~~Worked Business~~Worked Days following date of receipt; or
- the BRP has not given a new Bank Guarantee pursuant to Article C.6 following suspension of its activity, following official notice to provide a new Bank Guarantee Notified to the BRP remaining without effect after ten (10) ~~Worked Days~~~~Business~~Worked Days following date of receipt; or
- following a Payment Incident, after official notice to pay the sums due to RTE Notified to the BRP and remaining without effect after ten (10) Worked ~~Business~~ Days following date of receipt; or
- the Imbalances posted by the BRP that compromise the balance of electricity flows on the Network, following official notice to reduce these Imbalances remaining without effect eight (8) days following the date of receipt in accordance with article L.321-15 of the French energy code; or
- following absence of Consumption and Injection in the BRP's Perimeter for more than six (6) consecutive Months and following official notice of termination for lack of activity Notified to the BRP and remaining without effect ten (10) Worked Days following receipt; or
- when the BRP has not reduced the Imbalances of its Perimeter and/or the BRP has not deposited cash nor given a new Bank Guarantee in accordance with point ~~f~~e) of Article C.4.6.2 after official notice Notified to the BRP remaining without effect after ten (10) ~~Business~~ Worked Days following date of receipt; or
- when the BRP has not provided a Bank Guarantee in respect of Articles C.4.3; or

- when the BRP, its legal representatives or its administrators are subject to one of the Sanctions referred to in Article C.3.1. In this case, RTE may terminate the Participation Agreement, without delay, subject to Notifying the termination to the BRP in accordance with the last paragraph of article C.7.2.2~~;~~.

C.7.2.2 Official notice and termination procedure

Official notice is Notified by RTE to the BRP via registered letter with acknowledgement of receipt. It states the legitimate grounds for the official notice and the deadline given to redress the situation.

For all official notices Notified by RTE to a BRP, RTE at the same time informs the DSO(s) on whose network(s) the BRP was considered to be an Active BRP by sending a copy of the official notice and reserves the right to inform the DGEC and the CRE.

If official notice of termination is given for lack of activity, the BRP may contest the cancellation. To this end, it shall Notify RTE of its opposition to the termination, by registered letter with acknowledgement of receipt, before the end of the period stipulated in Article C.7.2.1 and in the official notice letter.

If the situation is normalised within the period stipulated by the official notice, or if the BRP disputes the termination for lack of activity in accordance with the above conditions, RTE Notifies the BRP via registered letter with acknowledgement of receipt that the contract will continue and informs the DSOs on whose network(s) the BRP was considered to be an active BRP.

If the following are not present:

- normalisation within the period stipulated by the official notice; or
- dispute on the part of the BRP following official notice of termination for lack of activity,

- RTE Notifies the BRP, via registered letter with acknowledgement of receipt, of the termination of its BRP Participation Agreement, stating the legitimate grounds for the termination and the effective date of the termination. A copy of this Notification of the termination of the BRP Participation Agreement by RTE to the BRP is sent at the same time to the DSO(s) on whose network(s) the BRP is considered to be an Active BRP.

RTE will also keep the following informed, at the latest on the first Worked Day following the termination effective date:

- the DGEC and the CRE;

- If appropriate, sale of energy on active electricity exchanges on the French market;
  - if necessary, the concerned foreign TSO;
  - if necessary, the owners and any counterparts of the Injection and Consumption installations of the BRP's Perimeter.

C.7.3 Consequences of the termination of a BRP Participation Agreement and return of

guarantees

Notwithstanding the termination of its Participation Agreement, the BRP remains liable to RTE for all monies due for invoices issued by RTE corresponding to a period prior to the termination, namely the settlement of the administration expenses, the Imbalance invoices and the physical Consumption invoices in accordance with Article C.21.2.2, and the Temporal Reconciliation invoice in accordance with Article C.21.3, and the late penalties in accordance with Article C.21.1.3.

As such, the BRP submits to RTE a Bank Guarantee identical to that in place at the time of the termination with a period of validity or more than three (3) months after the due date for the last invoice to be issued by RTE for a period prior to the termination.

If the BRP does not pay the monies due to RTE, the Bank Guarantee may be called and the cash deposits paid, if necessary, within the framework of Article C.4.8 will be kept by RTE in payment of monies due, without the need to obtain a legal ruling.

Within fifteen (15) days following payment of monies due, RTE returns the original Bank Guarantee to the BRP and if necessary the "cash deposits" paid within the framework of Article C.4.8.

As per Article C.3.1, when a BRP's Participation Agreement has been terminated by RTE, this BRP shall not be permitted to sign a new Participation Agreement until it has settled its situation, notably financially, in respect of its previous Participation Agreement.

C.8 Management of the BRP's Perimeter

The BRP may only have one Balance Perimeter with regard to a BRP contract pursuant to Article B.3.1. A legal entity may conclude several BRP contracts pursuant to Article B.3.1, if it wants to have separate Perimeters.

The Balance Perimeter is made up of a PTS Perimeter and any potential PDS Perimeters on each Public Distribution Network.

This Article covers the management of the PTS Perimeter.

The PDS Perimeters are managed by each of the DSO in accordance with Chapter E of Section 2 of the Terms and Conditions.

C.8.1 Composition of the PTS Perimeter

C.8.1.1 Injection Elements in the PTS Perimeter

The following Injection elements must be attached to the Balance Perimeter:

- Injection Sites with a Transmission System Access Contract or a Metering Data Service Contract with RTE;
- Generation Facilities covered by a Metering Data Service Contract with RTE;
- If the Market Participant chooses dual attachment as per Article C.8.3.5, Generation Units associated with an Injection Site with a Transmission System Access Contract or a Metering Data Service Contract with RTE or Generation Facilities with a Metering Data Service Contract with RTE;

- Import transactions attached to a Participation Agreement for Exports and Imports, signed with RTE;
- Purchase of energy on active electricity exchanges on the French market;
- PEB at purchase sent by the intermediary of the Block Exchange Service between BRPs;
- Energy purchases via ARENH Rights;
- Retained Load-Reduction Schedules, then Achieved Load-Reduction Time Series, from Demand Response Aggregator(s).
- Positive Imbalance at Borders, as defined in Article 5.8 of Section 1, of a New Exempt Interconnection (NEI), holding a CART NEI;

C.8.1.2 Withdrawal elements in the PTS Perimeter

The following Withdrawal elements must be attached to the Balance Perimeter:

- Consumption Sites connected to the PTS that have signed a CART, or a Metering Data Service Contract concluded with RTE;
- Auxiliaries associated with an Injection Site with a Transmission System Access Contract or a Metering Data Service Contract with RTE or Generation Facilities with a Metering Data Service Contract with RTE, in the event that the Market Participant chooses dual attachment as per Article C.8.3.5;
- Export Transactions attached to a Participation Agreement for Exports and Imports, signed with RTE;
- PEB at sale sent by the intermediary of the Block Exchange Service between BRPs and in the context of a PTS BRP-Site NEB;
- Sale of energy on active electricity exchanges on the French market;
- Loss Purchase Contracts (signed with RTE);
- Energy sales via ARENH Rights;
- Retained Shifted Consumption Schedule, then Achieved Shifted Consumption Time Series, from Demand Response Aggregator(s).
- Negative Imbalance at Borders, as defined in Article 5.8 of Section 1, of a New Exempt Interconnection (NEI), holding a CART NEI;

C.8.2 Conditions of attachment to the PTS Perimeter

C.8.2.1 Attachment by simple declaration or at the initiative of RTE

C.8.2.1.1 Declaration by the BRP

The elements listed below are attached to the Balance Perimeter by simple declaration by the BRP to RTE:

- Consumption Sites and Injection Sites that have signed a CART, or a Metering Data Service Contract with RTE, of which the BRP itself is a signatory;
- Generation Sites covered by a Metering Data Service Contract with RTE, of which the BRP itself is a signatory;
- if the Market Participant chooses dual attachment as per Article C.8.3.5, Generation Units and Auxiliaries associated with an Injection Site with a Transmission System Access Contract or a Metering Data Service Contract with RTE or Generation Facilities with a Metering Data Service Contract with RTE, for which the BRP itself is a signatory of the said contracts;
- Loss Purchase Contracts to which the BRP itself is a signatory;
- the BRP's PEBs;
- Transactions attached to the Participation Agreement for Exports and Imports, to which the BRP itself is a signatory;
- the Imbalances at Borders of a New Exempt Interconnection (NEI), holder of a CART NEI entered into with RTE, for which the BRP is itself a signatory;

C.8.2.1.2 Declaration of the Exchange Nomination Agents

The elements listed below are attached to the Equilibrium Perimeter by simple declaration by the Nomination Agents: purchases and sales of energy on electricity exchanges on the French market;

C.8.2.1.3 Notification by CRE of ARENH Rights

ARENH Rights may be attached to the Balance Perimeter where CRE Notifies RTE.

C.8.2.2 Attachment subject to an Attachment Agreement

Before the elements listed below can be attached to the Balance Perimeter, RTE must receive an Attachment Agreement drawn up according to the model attached in Annexe C7 up to date D then the model in Annexe C7Bis from that date:

- Consumption Sites and Injection Sites for which the Transmission System Access Contract (CART) or the Metering Data Service Contract with RTE has not been signed by the BRP;
- Generation Facilities for which the Metering Data Service Contract with RTE has not been signed by the BRP;
- if the Market Participant chooses dual attachment as per Article C.8.3.5, Generation Units and Auxiliaries associated with an Injection Site with a Transmission System Access Contract or a Metering Data Service Contract with RTE or Generation Facilities with a Metering Data Service Contract with RTE, for which the BRP is not a signatory of the said contracts;
- Loss Purchase Contracts to which the BRP itself is not a signatory;

- Transactions attached to a Participation Agreement for Exports and Imports, to which the BRP itself is not a signatory;
- Retained Load-Reduction Schedules, Achieved Load-Reduction Time Series, Retained Shifted Consumption Schedules, and Achieved Shifted Consumption Time Series for a Demand Response Aggregator;
- Imbalances at Borders of a New Exempt Interconnection (NEI), holder of a CART NEI entered into with RTE, not signed by the BRP;

C.8.3 Changes to the PTS Perimeter

C.8.3.1 Addition of an element at the request of a Market Participant

A Market Participant who adds an element to the PTS Perimeter of a BRP must:

- For the period prior to date D, send Notification to RTE of an Attachment Agreement drawn up in accordance with the model in Annexe C7, duly signed by both itself and the BRP.
- From date D, declare the attachment via the RTE Website in accordance with the model in Annexe C7Bis duly signed by the BRP and the Participant.

The attachment to the PTS Balance Perimeter comes into effect on the date that the connection contract or the Transaction in question comes into effect, whether it is a newly connected Site, an Imbalance at Borders for a newly connected NEI, a new contract or a new Transaction.

C.8.3.2 Withdrawal of an element at the request of a Market Participant and change of BRP

A Market Participant may withdraw from the PTS Perimeter one of the elements listed in Articles C.8.1.1 and C.8.1.2 by:

- For the period prior to date D, Notifying to RTE, in accordance with the model attached in Annexe C1 , of this withdrawal as well as assigning the new BRP. It Notifies RTE an Attachment Agreement, conforming to the model attached in Annexe C7 duly signed by the new BRP and itself;
- From date D, declaring the withdrawal via the RTE Website in accordance with the model attached in Annexe C8Bis duly signed by the Participant. It declares the new attachment through the RTE Website, in accordance with the model in Annexe C7Bis duly signed by the BRP and itself.

If this declaration is received by RTE at least seven (7) Days before the end of Month M, the change to the Balance Perimeter takes effect on the first Day of Month M+1. If this declaration is received less than seven (7) Days before the end of Month M, the change to the Balance Perimeter takes effect on the first Day of Month M+2.

RTE may, as an exception, authorise change of the Balance Perimeter during month M with prior notice of at least 7 days before the required date of effect.

- if there is a BRP termination procedure in application of Article C.7:

- in the event of addition or removal of a Site or a Generation Facility under the purchase obligation scheme,

Within a period of five (5) Worked Days from the declaration of withdrawal by the Market Participant, RTE informs the BRP whose Balance Perimeter contained the element concerned, the withdrawal of this element from its Balance Perimeter and gives the date on which the withdrawal is to take effect.

At the same time and under the same conditions, RTE will inform the new BRP of the date on which the element is to be attached to its Balance Perimeter.

C.8.3.3 Withdrawal of an element by the BRP

During the execution period of the contract, the BRP may wish to withdraw one of the elements listed in Articles C.8.1.1 and C.8.1.2 from its Balance Perimeter:

- For the period preceding date D, it Notifies RTE using the attached model in Annex C9;
- From date D, it is declared via the RTE Website, in accordance with the model attached in Annexe C9Bis.

If the declaration is received by RTE at least seven (7) Days before the end of Month M, the change to the Balance Perimeter takes effect on the first Day of Month M+2. If the declaration is received less than seven (7) Days before the end of Month M, the change to the Balance Perimeter takes effect on the first Day of Month M+3.

In the event of addition or removal of a Site or a Generation Facility under the purchase obligation scheme, RTE may exceptionally authorise the change of Balance Perimeter in the course of Month M with prior notice of at least 1 month before the required date of effect.

Within five (5) Worked Days of the declaration by the BRP, RTE informs the holder of the elements listed in Articles C.8.1.1 and C.8.1.2 of the withdrawal of the element in question from the Balance Perimeter to which it was attached and the date on which this withdrawal will take effect.

C.8.3.4 Withdrawal of an element at RTE's behest

RTE may withdraw an element from the PTS Perimeter by cancelling the contracts referred to in Article C.8.1, the Transmission System Access Contract or the Metering Data Service Contract or the Transmission System Access Contract of the New Exempt Interconnectors entered into with RTE and a Site, of a GU or of the Imbalance at Borders of the NEI attached to the Balance Perimeter, according to the cancellation conditions set by each of these contracts. In this case, it Notifies the BRP of this cancellation no later than five (5) Worked Days before the cancellation takes effect.

As from the date on which cancellation by RTE takes effect, the contract cancelled by RTE (or the Transaction attached to a Participation Agreement cancelled by RTE) or the Site or GU or Imbalance at Borders concerned, depending on the case, is deemed no longer to form part of the Balance Perimeter.

Within five (5) Worked Days of the Notification to the BRP, RTE Notifies the holder of the elements listed in Articles C.8.1.1 and C.8.1.2 of the withdrawal of the element in question from the Balance Perimeter to which it was attached and the date on which this withdrawal will take effect.

RTE may also remove an element of the PTS Perimeter by terminating the contract with the BRP, in accordance with Articles C.7.2 and D.17.2. In this case, RTE Notifies the holder of the elements listed in Articles C.8.1.1 and C.8.1.2 of the withdrawal of the element in question from the Balance Perimeter to which it was attached and the date on which this withdrawal will take effect, in accordance with Article C.7.2.

C.8.3.5 Attachment of Auxiliaries (so-called "dual attachment" procedure)

On an Injection Site that has signed a CART or a Metering Data Service Contract with RTE, or on a Generation facility covered by a Metering Data Service Contract with RTE, attachment of Auxiliaries to a Balance Perimeter different from that of the Generation Unit(s) may be initiated by the User that has a CART or Metering Data Service Contract.

To initiate this dual attachment, the User:

- For the period preceding date D, Notifies a change of BRP to RTE, in accordance with the model given in Annexe C8, as well as two Attachment Agreements signed in accordance with the model Annexe C7 with the same date of effect;
- From date D, declares a change of BRP to RTE via the Website, in accordance with the model given in Annexe C8 Bis, as well as two Attachment Agreements signed in accordance with the model Annexe C7 Bis with the same date of effect.

The change of Balance Perimeter takes effect in accordance with the deadlines given in Article C.8.3.2.

If the User has chosen dual attachment as described in this Article, continued treatment of the Auxiliary as a separate element of the Generation Unit is conditional on it continuing to be effectively attached to a Balance Perimeter. As a result, if the BRP declares the removal of the Auxiliaries from its Perimeter and if at the effective date they leave the Balance Perimeter defined in Article C.8.3.3, RTE has not received declaration from the User of the Auxiliaries' attachment to the Perimeter of a new BRP, RTE adds the Auxiliaries to the Perimeter of the BRP or of the Generation Unit(s) belonging to the Generation Facility.

Within a period of five (5) ~~Worked Business~~Worked Days from the declaration of request for removal of the Auxiliaries by their Balance Responsible Party, RTE informs the BRP of the related Generation Unit(s) by Notification of receipt of this request.

Within a period of five (5) Worked Days from the effective date they leave the Balance Perimeter, RTE informs the BRP of the Generation Unit(s), of the addition of the Auxiliaries to its Balance Perimeter and the date at which this addition takes effect. In parallel, RTE informs the User within the same conditions.

C.8.3.6 Transfer of Balance Perimeter at the request of the Mandatory Electricity Purchaser

For Generation Sites or Facilities benefiting from mandatory purchase, the Mandatory Electricity Purchaser may request, by simply Notifying RTE, the transfer of the Balance Perimeter of the elements below:

- an Injection Site with a CART or with a Metering Data Service Contract;
- a Generation Facility covered by a Metering Data Service Contract;

- one or more Generation Units of a Generation Facility covered by a Metering Data Service Contract with RTE or of an Injection Site with a CART or a Metering Data Service Contract, provided that it is technically possible for RTE to associate one or more of these with a remotely read Generation Load Curve, identified by a specific detailed data code in accordance with the IS Terms and Conditions.

The Mandatory Electricity Purchaser may designate itself as new BRP of the said element or may designate a third party provided that it can prove consent from this party to RTE.

If the Notification is received by RTE at least seven (7) Days before the end of Month M, the change to the Balance Perimeter takes effect on the first Day of Month M+1. If the Notification is received less than seven (7) Days before the end of Month M, the change to the Balance Perimeter takes effect on the first Day of Month M+2.

In the event of addition or removal of a Site or a Generation Facility under the purchase obligation scheme, RTE may exceptionally authorise the change of Balance Perimeter in the course of Month M with prior notice of at least 1 month before the required date of effect.

At the latest five (5) Worked days after Notification to RTE, the Mandatory Electricity Purchaser also Notifies the following to the User concerned by the change:

- withdrawal of the element in question from the Balance Perimeter to which it was attached as well as the date at which this transfer takes effect;
- the identity of the new BRP.

In the event that the Mandatory Electricity Purchaser has requested only the transfer of the Generation Unit(s) of a Generation Facility and the User has not already initiated a dual attachment, in application of Article C.8.3.5, the Mandatory Electricity Purchaser also Notifies the User of the identity of the BRP of the Auxiliaries or of the Generation Units, corresponding to the Balance Responsible Party of the Generation Unit(s) before the request to transfer them.

If RTE receives, for a month M, a request from a User for a dual attachment in application of Article C.8.3.5 and a request from the Mandatory Electricity Purchaser in accordance with the paragraph above, the attachment requested by the User for the Auxiliaries of its Generation Unit(s) takes precedence.

In all cases, in application of Article C.8.3.5, the User retains the option to initiate a dual attachment and/or to change the Balance Responsible Party for the Auxiliaries of its Generation Unit(s).

C.9 Scheduling of Exchange Blocks

C.9.1 Description of the Block Exchange Service

A BRP has access to the Block Exchange Service, the terms of which are given in Article C.9, as soon as its Participation Agreement for status of Balance Responsible Party comes into force.

In order to participate in the Block Exchange Service, the BRP

- acknowledges access to and awareness of the IS Terms and Conditions, which may be freely consulted on the RTE website;
- accesses the RTE information system and uses the PEB Application provided according to the terms defined in the IS Terms and Conditions.

The BRPs may exchange Blocks though agreements made on an ad hoc basis. These exchanges, whose specific terms are governed by a private contract signed between the BRPs, are sent to RTE via the Block Exchange Service, whose purpose is to record the transfer of energy volumes achieved within the Balance Perimeter of each BRP involved in the exchange of energy volumes. Each BRP sends RTE each of the exchanges that it has entered into with any other BRPs. Each exchange is formalised by a Block Exchange Schedule ("PEB"), making up a PEB at purchase for the purchaser, and a PEB at sale for the seller.

A BRP may also sell Blocks to a Consumer for a Remotely Read Consumption Site. These sales, whose specific terms are governed by a private contract signed between the BRP and the Consumer for the Consumption Site, are sent to RTE via the Block Exchange Service. The volume of energy associated with the Block Exchange Schedule thus transferred is counted as a PEB at sale in the Balance Perimeter of the selling BRP, and is taken into account when calculating the Non-Block Adjusted Consumption of the Consumption Site. A BRP may only sell Blocks to a Consumer for a Remotely Read Consumption Site that meets all of the following conditions:

- the Consumption Site must not be attached as an extraction element to the BRP's Perimeter;
- the Consumer must for this Site have a Transmission System Access Contract, a Distribution System Access Contract or a Metering Data Service Contract.

The BRP must Notify RTE of the existence of an agreement between it and the Consumer for the Consumption Site in question, by sending a Block Exchange Notice (BRP-Site NEB) in accordance with Annexe C13 duly completed. After Notifying RTE and in accordance with the deadlines described in paragraph C.9.2, the BRP Notifies RTE of each Block Exchange Schedule at sale according to the terms given in Article C.9.6.

If the Participation Agreement between RTE and the BRP is terminated, for any reason whatsoever, no PEB concerning a delivery date after or at the effective date the Participation Agreement was cancelled will be taken into account. Similarly, if the Participation Agreement is suspended in application of Article C.6 of the Terms and Conditions, no PEB concerning a delivery date occurring within the suspension period will be taken into account.

C.9.2 Addition of a BRP-Site NEB

The addition of a BRP-Site NEB Notified by the BRP to RTE is taken into account according to the following terms:

- if the BRP's Notification is received by RTE between the Monday of week W-2 at 12:00 and the Monday of week W-1 at 12:00, the addition of the BRP-Site NEB takes effect on the Wednesday of week S at 00:00.
- if the BRP's Notification is received by RTE at least ten (10) Days before the end of Month M, the addition of the BRP-Site NEB takes effect on the last Day of Month M at 00:00.

A BRP-Site NEB, to a site connected to the DSO’s network, takes effect only if the DSO allows RTE to implement Block exchange, in accordance with Chapter D of this Section.

As of the effective date of the addition of a BRP-Site NEB, the BRP may send RTE a PEB at sale, for an Consumption Site mentioned in the BRP-Site NEB, for deliveries that will take place as of the day following the effective date at 00:00.

C.9.3 Removal of a BRP-Site NEB

To remove a BRP-Site NEB, the BRP must Notify RTE of the cancellation of the agreement between it and the Consumer by sending Annexe C14 duly completed.

The removal of a BRP-Site NEB Notified by the BRP to RTE is taken into account according to the following terms:

- if the BRP's Notification is received by RTE before the Monday of week W at 12:00, the removal of the BRP-Site NEB takes effect on the Wednesday of week S.
- if the BRP's Notification is received at least five (5) Days before the end of Month M, the removal of the BRP-Site NEB takes effect on the last Day of Week W+1.

As of the effective date of the removal of the BRP-Site NEB, no PEB concerning a delivery date after or at the effective date will be taken into account.

C.9.4 Content of a PEB

In accordance with the IS Terms and Conditions, a PEB sent by a BRP to RTE must contain the following information:

i. the identity of the BRP or of the Remotely Read Consumption Site purchasing energy;

ii. the identity of the BRP selling energy;

iii. the delivery day in question;

iv. the type of exchange in question: PEB D-1 or Intraday PEB;

v. the time series of forty-eight (48) power vales (excluding specific cases of time change as described in Article C.9.8).

The power time series values are established at 1/100th of MW.

The PEBs can be updated according to the conditions given in Articles C.9.5 to C.9.7.

If RTE receives several PEBs with the same information successively (i, ii, iii), the successive changes of the value (v) will constitute updates of the PEB. Within this context, the last PEB accepted will be considered by RTE to be valid and to replace the PEBs accepted previously.

C.9.5 Conditions for acceptance by RTE of an PEB

The cumulative conditions for acceptance by RTE of a PEB are as follows:

i. the PEB contains all of the information listed in Article C.9.4;

ii. the time series of power values contained in the PEB has only positive values established at 1/100th MW or zero values;

iii. the PEB satisfies the conditions and the requirements laid down in the IS Terms and Conditions;

iv. the BRP issuing the PEB is either the energy-selling BRP or the energy-purchasing BRP;

v. the energy-purchasing BRP and the energy-selling BRP have a Participation Agreement which is valid at least until the PEB Delivery Day inclusive;

vi. if the energy purchaser is a Remotely Read Consumption Site, the BRP issuing the PEB has sent RTE a BRP-Site NEB in accordance with the timeframe given in Article C.9.2, which is valid at least until the PEB Delivery Day inclusive;

vii. for a Delivery Day D, if the type of exchange of a PEB is D-1, then the time that RTE receives the PEB must be between 00:00 on D-30 and 16:30 on D-1 exclusive;

viii. for a Delivery Day D, if the type of exchange of a PEB is intraday, then the time that RTE receives the PEB must be later than or equal to 16:30 on D-1 and strictly before 23:30 on D;

ix. for a PEB exchange between two BRPs, RTE has received a PEB from a counterparty of the BRP, presenting strictly identical data for information (1) to (iv) as set out in Article C.9.4;

x. the PEB does not lead to the Authorised Daily Energy Volume of the BRP or of its counterparty being exceeded, subject to approval from the CRE of the PEB cancellation system as described in Article B.15.1~~B.15.1~~. If the PEB cancellation system is not approved by the CRE, this condition will be considered to have been accepted for all PEBs;

xi. the BRP purchasing energy or the BRP selling energy will not have its Participation Agreement suspended as set out in Article C.6.

The acceptance of a PEB by RTE results in the recording of the energy of Blocks accepted in the Balance Perimeter of the purchasing BRP and of the selling BRP, as well as in the Adjusted and Non-Block Consumption of the Consumption Site for a BRP-Site NEB as described in Article C.15.

The liability arising from the damaging consequences of non-acceptance of a PEB in application of Article C.9.5 or of the change of the power values of a PEB in accordance with Article C.9.6, is subject to the ad hoc contract signed between the purchasing or selling BRP and its counterparty (BRP or Consumer).

C.9.6 PEB declaration process

C.9.6.1 Block Exchange ScheduleD-1

The BRP sends RTE a D-1 block exchange schedule strictly before 16:30 the day before day D. That Notification shall take place no earlier than thirty (30) days prior to day D.

As soon as a D-1-type PEB is received, RTE checks that the conditions in paragraphs i to vii of Article C.9.5 have been met. If any of the criteria is not satisfied, RTE informs the BRP of the refusal of the PEB and the reason for that refusal.

For a PEB between two BRPs:

- if all of conditions i to vii of Article C.9.5 are met, RTE checks that condition ix of the same Article is met, then checks consistency between the time series of power values contained in the PEBs declared by the counterparties. RTE (i) retains a power value equal to the minimum of the two power values declared by the counterparties for each Half-Hourly Interval and (ii) sends the retained power values time series to the BRP and its counterparty;

- then, as of D-1 at 14:00, RTE checks that the conditions x and xi of Article C.9.5 is met. If at least one of these conditions is not met, RTE informs the BRP and its counterparty. If this condition is met, RTE informs the BRP and its counterparty of the acceptance of the PEB in question and of their Daily Energy Volume following the acceptance;

- as a result of Article C.9.5, beyond 16:30 on D-1, if RTE has not received any PEB from the counterparty or if the conditions x or xi of Article C.9.5 are not met, RTE informs the PEB and—if relevant—its counterparty, of the refusal of the PEB and the reasons for that refusal in accordance with the IS Terms and Conditions.

For a PEB of a BRP with Consumption Site:

- if all conditions i to vii of Article C.9.5 are met and as of D-1 at 14:00, RTE checks that the condition x and xi are met. If at least one of these conditions are not met, RTE informs the BRP of this. If this condition is met, RTE informs the BRP of the acceptance of the PEB in question and of its Daily Energy Volume following the acceptance;

- as a result of Article C.9.5, beyond 16:30 on D-1, if the condition x or xi of Article C.9.5 are not met, RTE informs the BRP of the refusal of the PEB and the reasons for that refusal.

C.9.6.2 Intraday Block Exchange Schedules

The BRP Notifies RTE of an intraday-type PEB no earlier than at 16:30 on D-1 and strictly before 23:30 on day D.

As soon as an intraday-type PEB is received, RTE checks that the conditions in paragraphs i to viii of Article C.9.5 have been met. If any of the criteria is not satisfied, RTE informs the BRP of the refusal of the PEB and the reason for that refusal.

For a PEB between two BRPs:

- If all of the conditions from i to viii set out in Article C.9.5 are met, RTE checks that the power values time series in the block exchange schedule does not modify the Half Hourly Intervals prior to the time of reception of the PEB rounded up to the nearest half hour. For each Half-Hourly Interval prior to the time of reception of the PEB rounded up to the nearest half hour, RTE retains a power value equal to the value of the previously accepted block exchange schedule. For each Half-Hourly Interval subsequent to the time of reception of the PEB rounded up to the nearest half hour, RTE retains the new power value declared by the BRP. RTE sends the retained power values time series to the BRP;

- then, RTE verifies that condition ix defined in Article C.9.5 has been met, and then checks the consistency of the retained power values Time Series in the counterparties' block exchange schedules. If the block exchange schedules do not match for all the Half-Hourly Intervals, RTE informs the BRP and its counterpart;

- then, if the PEB is consistent with that of its counterpart, RTE verifies that the condition xi defined in Article C.9.5 is met. If it is not respected, RTE informs the BRP and its counterpart of the refusal of the PEB;

- then, if the PEB matches that of its counterpart, RTE checks that condition x of Article C.9.5 is met. If it is not met, RTE informs the BRP and its counterparty. If this condition is met, RTE informs the BRP and its counterparty of the acceptance of the PEB in question and of their Daily Energy Volume following the acceptance;
- as a result of Article C.9.5, if at the time for which the time series of power values is changed the PEB still does not match that of its counterpart on all Half-Hourly Intervals, RTE informs the BRP and its counterpart of the refusal of the PEB and the reasons for that refusal in accordance with the IS Terms and Conditions;
- similarly, as a result of Article C.9.5, if at the time for which the time series of power values is changed, RTE has not received any PEB from the counterparty or if the condition x of Article C.9.5 is not met, RTE informs the BRP and—if relevant—its counterparty, of the refusal of the PEB and the reasons for that refusal in accordance with the IS Terms and Conditions;

For sale of a BRP to an Consumption Site:

- if all of the conditions from i to viii set out in Article C.9.5 are met, RTE checks that the power values time series in the block exchange schedule does not modify the Half Hourly Intervals prior to the time of reception of the PEB rounded up to the nearest half hour. For each Half-Hourly Interval prior to the time of reception of the PEB rounded up to the nearest half hour, RTE retains a power value equal to the value of the previously accepted block exchange schedule. For each Half-Hourly Interval subsequent to the time of reception of the PEB rounded up to the nearest half hour, RTE retains the new power value declared by the BRP. RTE sends the retained power values time series to the BRP;
- then RTE verifies that the condition xi defined in Article C.9.5 is respected. If it is not respected, RTE informs the BRP of the refusal of the PEB;
- then, RTE checks that condition x defined in Article C.9.5 has been met. If it is not met, RTE informs the BRP of the refusal of the PEB and the reason for that refusal in accordance with the IS Terms and Conditions. Otherwise RTE informs the BRP of the acceptance of the PEB in question and of its Daily Energy Volume following the acceptance;
- as a result of Article C.9.5, if at the time for which the retained power values time series is changed, condition x of Article C.9.5 is not met, RTE informs BRP of the refusal of the PEB and the reasons for that refusal in accordance with the IS Terms and Conditions.

C.9.7 Process for changing a PEB

While awaiting acceptance of a PEB by RTE, any new PEB sent by the BRP cancels and replaces any PEB previously sent by the BRP, if it contains the same values i) to iii) mentioned in Article C.9.4. This new PEB and the last PEB sent by its counterparty will then be taken into account by RTE in the successive steps described in paragraph C.9.6.

Once accepted by RTE, a PEB may also be updated by the BRP, by sending a new PEB containing the same values i) to iii) mentioned in Article C.9.4. This new PEB and the last PEB sent by its counterparty will then be taken into account by RTE in the successive steps described in paragraph C.9.6.

C.9.8 Special arrangements for official Time changes

The power values time series of a PEB is modified as follows:

- when winter time starts, the BRP Entity provides a time series of fifty (50) Half-Hourly Periods for Delivery Day D;
- when summer time starts, the BRP provides a time series of forty-six (46) Half-Hourly Periods for Delivery Day D.

C.9.9 Case of switch to downgraded mode

Within the framework of Article C.9, downgraded mode describes situations where the Information System cannot fulfil its functions for implementing the Block Exchange Service.

In this case, RTE declares a switch to downgraded mode to the BRP. The BRP follows the procedure indicated by RTE in the message of switching to downgraded mode. RTE also informs the BRP at the end of downgraded mode.

C.9.10 Availability rate of the Block Exchange Service

RTE makes every effort to achieve an availability rate for the Block Exchange Schedule of greater than or equal to 98%.

C.10 Declaration of Import or Export Transactions or Block Exchange Schedules on behalf of a company

When a company purchases and/or sells energy and asks a BRP to nominate these energy volumes on its behalf through Import or Export Transactions or Block Exchange Schedules, the BRP concerned should first Notify RTE and the CRE by sending Annexe C11 duly completed.

When the BRP wishes to stop nominating energy volumes on behalf of the company, it Notifies RTE and the CRE, again using the model in Annexe C11~~Annexe C11~~.

C.11 Detailed data of quantities injected and extracted in the PTS Perimeter

Each quantity is dated (year, Day and Time) with the start of its measurement period.

The transition of three 10-minute points to average power at a Half-Hourly Interval in energy is realised by a sum of three points divided by 6.

As a result, the first half-hourly point in average energy (00:00) is equal to the sum of the three points in average power 00:00, 00:10 and 00:20 divided by 6. The 48th half-hourly point in average energy (23:30) is equal to the sum of the three points in average power 23:30, 23:40 and 23:50 divided by 6. To calculate the Imbalance described in C.15.1 and the Physical Consumption described in C.14.1, the Physical Data used for the metering of Sites and of Auxiliaries connected to the PTS are calculated from Validated Metering Data.

C.11.1 Metering of Consumption Sites, Injection Sites or Generation Facilities attached to the PTS

The detailed data methods for the quantities of energy extracted from or injected into Consumption Sites, Injection Sites or Generation Facilities connected to the PTS and attached to the BRP's Balance Perimeter are those defined in the CARTs or in the Metering Data Service Contracts of these Sites signed with RTE.

This detailed data is considered authentic for taking into account the quantities extracted or injected by Sites or Generation Facilities for calculation of the Imbalance described in C.15.1 and the calculation of the Physical Consumption described in C.14.1.

C.11.2 Metering of the Auxiliaries of an Injection Site or a Generation Facility attached to the PTS

For implementation of the specific terms and conditions for separate attachment of the Auxiliaries in application of Article C.8.3.5, the methods for providing detailed flow data for the energy extracted by the Auxiliaries are as follows:

- if the Auxiliaries belong to an Injection Site that has signed a CART, the energy extracted by the Auxiliaries used to calculate the Imbalance described in C.15.1 or to calculate the Physical Consumption described in C.14.1 corresponds to the extraction defined in the CART;
- if the Auxiliaries belong to an Injection Site or a Generation Facility covered by a Metering Data Service Contract signed with RTE, the energy extracted by the Auxiliaries used to calculate the Imbalance described in C.15.1 or to calculate the Physical Consumption described in C.14.1 corresponds to the Consumption defined in the Metering Data Service Contract.

C.11.3 Metering of the Frequency Containment and Automatic Frequency Restoration Reserves energy

For the GUs participating in the Frequency Containment or Automatic Frequency Restoration Reserves, RTE calculates the energy produced or saved corresponding to the participation of the GUs in the Frequency Containment or Automatic Frequency Restoration Reserve. The energy metering is carried out in accordance with the Frequency Ancillary Services Terms and Conditions. This detailed data is considered authentic for correcting the quantities injected by the Injection Sites, Generation Facilities or GUs (when the Market Participant chooses dual attachment as stipulated in Article C.8.3.5) for calculation of the Imbalance described in C.15.1.

For the Consumption Sites participating in the Frequency Containment or Automatic Frequency Restoration Reserve, RTE calculates the energy produced or saved corresponding to the participation of the Consumption Sites in the Frequency Containment or Automatic Frequency Restoration Reserve. The energy metering is carried out in accordance with the methods described in the Frequency Ancillary Services Terms and Conditions. This detailed data is valid for determining the Adjusted Consumption of Consumption Sites on the Corrected Model if relevant or to correct the quantities extracted by the Consumption Sites to calculate the Imbalance defined in Article C.15~~C.15~~ or to calculate the Temporal Reconciliation defined in Article C.16.

C.11.4 Detailed data of Transactions, Loss Purchase Contracts and Block Exchange Schedules

For detailed data of Transactions, Loss Purchase Contracts and Block Exchange Schedules, RTE uses the declarations of BRPs or of their representatives sent to RTE and accepted by it.

C.11.5 Detailed Data of the quantities injected in and withdrawn from the relevant Perimeter of the electricity exchanges active on the French market

The methods applicable to the elements of the Balance Perimeter covered by electricity exchanges active on the French market are agreed between the BRP and their Nomination Agents.

The Nomination Agents of the electricity exchanges active on the French market transmit for the BRP, to RTE, on D-1 for D or on D for D, at the Half-Hourly Interval:

- Balance of purchases on the Short-Term Market;
- Balance of sales on the Short-Term Market;
- Balance of purchases on the Futures Market;
- Balance of sales on the Futures Market.

C.11.6 Detailed Data on quantities injected into and withdrawn from the Perimeter pertaining to ARENH rights

CRE sends RTE, for a given delivery period, as defined by Decree 2011-466 of 28 April 2011, establishing the terms and conditions for regulated access to historic nuclear electricity, and by Half-Hourly Interval:

- Injections under ARENH Rights for the BRP of ARENH Purchasers;
- Consumptions under ARENH Rights for the BRP of the ARENH Seller.

C.11.7 Detailed Data of quantities corresponding to Upward or Downward Balancing operations from Injection BEs or Exchange Point BEs

The Volumes Activated then Volumes Attributed are taken into account in the calculation of the Imbalance in accordance with Article C.15.1.

C.11.7.1 *First step: RTE calculates the Volumes Activated related to PTS Generation BEs or PDS or Exchange Point BEs*

The Volumes Activated Upward, respectively Downward, related to PTS Generation BEs or PDS and Exchange Point BEs connected to the Perimeter of the BRP, are calculated for each Half-Hourly Interval as the sum of the Actual Expected Volumes Upward, respectively Downward, related to the aforementioned BEs as defined in Section 1.

C.11.7.2 *Second step: RTE calculates the Volumes Attributed related to PTS Generation BEs or PDS or Exchange Point BEs*

The Volumes Attributed Upward, respectively Downward, related to PTS Generation BEs or PDS and Exchange Point BEs connected to the Perimeter of the BRP, are calculated for each Half-Hourly Interval as the sum of the Achieved Volumes Upward, respectively Downward, related to the aforementioned BEs as defined in Section 1.

C.11.8 Detailed Data of quantities corresponding to Upward or Downward balancing Decrease in relation to Consumption BEs and to Load Reduction or Shifted Consumption Schedules from DREs

C.11.8.1 Principles

Reconstitution of flows is taken into account, in accordance with the calculation methods described above and in Articles C.15 and C.16, the energy corresponding to:

- Upward and Downward Activated Volumes, then to Upward or Downward Volumes Attributed, based on Remotely Read or Profiled Consumption BEs; and
- the Retained Load Reduction Schedules or Achieved Shifted Consumption Schedules, then the Achieved Load-Reduction Time Series or Achieved Shifted Consumption Time Series, from Remotely Read or Profiled DREs.

In the specific case of a Remotely Read Consumption Site with a Corrected Model, inclusion in the reconstitution of flows takes place via the Site's Adjusted Consumption.

Articles C.11.8.3 to C.11.8.5 apply for consideration in reconstitution of flows of Activated Volumes, then of Volumes Attributed from Remotely Read or Profiled Consumption BEs, and, of Retained Load Reduction Schedules, then Achieved Load-Reduction Time Series or Achieved Shifted Consumption Time Series from Remotely Read or Profiled DREs.

For consideration of Retained Load Reduction Schedules, Retained Shifted Consumption Schedules, then Achieved Load-Reduction Time Series and Achieved Load Reduction Time Series from Remotely Read or Profiled DREs, the following terms must be replaced:

- Balancing Service Provider by Demand Response Aggregator;
- Consumption BE or BE by DRE;
- Section 1 of the Terms and Conditions by NEBEF Terms and Conditions;
- Actual Expected Volume upwards by Retained Load Reduction Schedule;
- Actual Expected Volume downwards by Retained Shifted Consumption Schedule;
- $VEa_{[Upward]}$ the Actual Expected Volume upwards on the scale of a BE D by V*eff* the volume of load reduced energy on the scale of a DRE;
- $VEa_{[Downward]}$ Actual Expected Volume downwards on the scale of a BE D by V*shifted* the volume of shifted consumption energy on the scale of a DRE;
- Volume Activated $_{[Upward]}$ (X) the Volume Activated on the scale of a BRP perimeter by load reduced Volume (X);
- Volume Activated $_{[Downward]}$ (X) by shifted consumption Volume (X);
- Balancing Capacity by Load Reduction Capacity;
- Article C.15.4.4 by Article C.15.4.5.

C.11.8.2 Useful ratings and data

For each BE J, we write as follows:

- $\{\text{Sites}_{\text{MRC}}\}_{RE=RE_K}$ all Remotely Read Consumption Sites with Regulated Model or Contractual Model of a BE J with Balance Responsible Party K; $\text{Site}_{\text{MC}}(i)$ the Remotely Read Consumption Site i on the Corrected Model; X a sub-set of a BE D;
- $VEa_{[Direction\ M\ BE\ D]}$, the Actual Expected Volume in the Direction M for a BE D established according to the terms of Section 1;
- Volume Activated $_{[Direction\ M]}$ (X) the volume of energy activated in Direction M on perimeter X on the relevant Half-Hourly Interval; the Volume Activated is defined in energy, it reflects the contribution of X to the Actual Expected Volume (VEa) of the BE D
- VR[Direction M] (X) the function calculating the Volume Achieved on perimeter X on the relevant Half-Hourly Interval. It is calculated by strictly deploying, at the aforementioned sub-set X, the method for checking load reductions achieved applied to the BE J in accordance with the terms of Section 1 of the Terms and Conditions;

- Volume Attributed (X) the Volume Attributed on perimeter X on the Half-Hourly Interval concerned. The Volume Attributed is defined in terms of energy, it reflects the contribution of the X perimeter in the Volume Achieved (V_R) of the BE D;
- $_{LC}$ Type: the type of Load Curve to which the energy extracted by an Consumption Site is allocated for calculating the Imbalance of its BRP. There are two types of Load Curve:

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

Remotely Read $_{LC}$ Type: This method applies to Remotely Read Consumption Sites and to Profiled Consumption Sites connected to a Public Distribution System managed by a DSO applying simplified provisions for these Consumption Sites to reconstitute flows in accordance with Article B.1.2.3 and Annexe D3 of Section 2 of the Terms and Conditions;

- Direction: the direction of a Balancing Offer, Upward or Downward.
- Balancing Capacity $_{[Direction\ M]}$ (i) the Balancing Capacity of a Site *i* in direction of Bid M declared by the Balancing Service Provider in accordance with the methods set out in Section 1 of the Terms and Conditions. There are two types of Balancing Capacity:

Balancing Capacity $_{Upward}$ (i) the maximum variation of power upwards, declared by a Balancing Service Provider for a Site *i*;

Balancing Capacity $_{Downward}$ (i) the maximum variation of power downwards, declared by a Balancing Service Provider for a Site *i*;

C.11.8.3 First step: Calculation by RTE of the Distribution keys

C.11.8.3.1 Principles

The Distribution Keys set out hereafter let us allocate the energies corresponding to the Balancing Offers Activated then the Volumes Achieved on the scale of an Consumption BE according to the different BRPs of Consumption Sites and according to the different Consumption Sites on the Corrected Model making up this BE.

The Distribution Keys are determined with a level of accuracy corresponding to seven significant figures. The rounding rules in Article B.6~~B.6~~ shall apply.

The Distribution Keys are calculated monthly by RTE at the end of Month M and applicable by RTE for Month M+1.

C.11.8.3.2 Distribution Key associated with a Profiled Consumption BE

For a Profiled Consumption BE J, the Distribution Key associated with the BRP *K*, with Type$_{LC}$ *L* and DSO *I* is calculated by RTE based on Subscribed Power associated with the BRP *K*, with Type$_{LC}$ *L* and DSO *I* calculated by RTE in accordance with the terms of Section 1 of the Terms and Conditions :

$$\text{Distribution Key}_{[\text{BRP K, Type LC L], DSO I, BE J}} = \text{Subscribed Power}_{[\text{BRP K, Type LC L], DSO I, BE J}}] \,/\, \sum_{\text{Sites S} \in \text{BE J}} [\text{Subscribed Power}]$$

C.11.8.3.3 Distribution Key associated with a Remotely Read Consumption BE

For a Remotely Read Consumption BE J, we have the following Distribution Keys:

- the Distribution Key associated with Direction M and BRP K for Sites with Regulated or Contractual Model, calculated based on the Balancing Capacities of the Consumption Sites declared by the Balancing Service Provider in accordance with Section 1 of the Terms and Conditions:

$$\text{Distribution Key}_{[\text{Direction M, BRP K], BE J}} = \sum_{\text{Sites S} \in \{\text{Sites MRC}\}\ \text{BRP=BRP K}} [\text{Balancing Capacity}_{[\text{Direction M}]}] \ / \ \sum_{\text{Sites S} \in \text{BE J}} [\text{Balancing Capacity}_{[\text{Direction M}]}]$$

- the Distribution Key associated with Direction M and a Site $_{MC}$, calculated based on the Balancing Capacities of the Consumption Sites declared by the Balancing Service Provider in accordance with Section 1 of the Terms and Conditions:

$$\text{Distribution Key}_{[\text{Direction M, Site MC], BE J}} = \text{Balancing Capacity}_{[\text{Direction M}]}(\text{Site}_{MC}) \ / \ \sum_{\text{Sites S} \in \text{BE J}} [\text{Balancing Capacity}_{[\text{Direction M}]}]$$

C.11.8.4 Second step: Calculation by RTE of the energies corresponding to Activated Volumes, on a scale lower than the BE

The energies hereafter are determined with a level of accuracy corresponding to Kilowatt-hours. The rounding rules in Article B.6~~B.6~~ shall apply.

They are taken into account in the flow reconstitution process between D+3 and the implementation of checks of Balancing Orders load reductions achieved.

The conditions for publishing this data are laid down in Article C.15.4.4~~C.15.4.4~~.

C.11.8.4.1 Calculation for a Profiled Consumption BE

The Volume Activated by Half-Hourly Interval in Direction *M* attributed to a BRP *K*, an $_{LC}$ Type *L* and a DSO *I* is equal to the product (i) of VEa of the BE *D* in the Direction *M* at the Half-Hourly Interval concerned and (ii) the Distribution Key for the BRP *K*, the $_{LC}$ Type *L* and the DSO *I* defined in Article C.11.8.3.2~~C.11.8.3.2~~.

$$\text{Volume Activated}_{\text{Direction M [BRP K, LC Type L], DSO I, BE J}} = \sum_{HHI} VEa_{(\text{Direction M,BE D})} \text{ x Distribution Key}_{\text{[BRP K, LC Type L], DSO I, BE J}}$$

C.11.8.4.2 Calculation for a Remotely Read Consumption BE

For each half-Hourly Interval in Direction *M*, the Activated Volume attributed to a BRP *K* for Consumption Sites with Regulated or Contractual Model is equal to the product (i) of VEa of the BE *D* in Direction *M and* (ii) of the Distribution Key associated with Direction *M* and the BRP K for Sites with Regulated or Contractual Model defined in Article C.11.8.3.3~~C.11.8.3.3~~.

$$\text{Volume Activated}_{\text{[Direction M, BRP K], BE J}} = \sum_{HHI} VEa_{(\text{Direction M,BE D})} \text{ x Distribution Key}_{\text{[Direction M, BRP K], BE D}}$$

For each Half-Hourly Interval in Direction *M*, the Activated Volume attributed to a Remotely-Read Consumption Site with Corrected Model is equal to the product (i) of VEa of the BE *D and* (ii) of the Distribution Key associated with Direction *M* and Site$_{MC}$ defined in Article C.11.8.3.3~~C.11.8.3.3~~.

$$\text{Volume Activated}_{\text{Direction M [Site MC], BE J}} = \sum_{HHI} VEa_{(\text{Direction M,BE D})} \text{ x Distribution Key}_{\text{[Direction M, Site MC], BE D}}$$

C.11.8.5 Third step: Calculation by RTE of the Volumes Attributed on a scale below the BE

The energies hereafter are determined with a level of accuracy corresponding to Kilowatt-hours. The rounding rules in Article B.6~~B.6~~ shall apply.

They are taken into account in the flow reconstitution process after implementation of checks of Balancing Order load reductions achieved.

The conditions for publishing this data are laid down in Article C.15.4.4~~C.15.4.4~~.

C.11.8.5.1 Calculation for a Profiled Consumption BE

For each Half-Hourly Interval in Direction *M*, the Volume Attributed relating to a BRP *K*, an $_{LC}$ Type *L* and a DSO *I* is equal to the product (i) of Volume Achieved V_A of the BE *D* on the Half-Hourly Interval concerned and (ii) of the Distribution Key for the BRP *K*, the $_{LC}$ Type *L* and the DSO *I* defined in Article C.11.8.3.2~~C.11.8.3.2~~.

$$\text{Volume Attributed}_{\text{Direction M [BRP K, LC Type L], DSO I, BE J}} = \sum_{HHI} VA_{(\text{Direction M,BE D})} \text{ x Distribution Key}_{\text{[BRP K, LC Type L], DSO I, BE D}}$$

C.11.8.5.2 Calculation for a Remotely Read Consumption BE

For each Half-Hourly Interval in Direction *M*, the Volume Attributed relating to a BRP K for the Consumption Sites with the Regulated or Contractual Model is equal to:

$$\text{Volume Attributed}_{\text{Direction M}}(\{\text{Sites}_{\text{MRC}}\}_{\text{BRP=BRP}_k}) = \sum_{HHI} VA_{(\text{Direction M,BE D})} \times \frac{V_{A\ DirectionM}(\{\text{Sites}_{\text{MRC}}\}_{\text{BRP=BRP}_k})}{\sum_j V_{A\ Direction\ M}\left(\{\text{Sites}_{\text{MRC}}\}_{\text{BRP=BRP}_j}\right) + \sum_i V_{A\ Direction\ M}(\text{Site}_{\text{MC}}\ (i))}$$

For each Half-Hourly Interval in Direction *M*, the Volume Attributed to each Remotely Read Consumption Site with the Corrected Model incorporated into a Remotely Read Consumption BE is equal to:

$$\text{Volume Attributed}_{\text{Direction } M}(\text{Site}_{\text{MC}}(i)) = \sum_{HHI} VA_{(\text{Direction M,BE D})} \times \frac{V_{A\ Direction\ M}(\text{Site}_{\text{MC}}\ (i))}{\sum_j V_{A\ Direction\ M}\left(\{\text{Sites}_{\text{MRC}}\}_{\text{BRP=BRP}_j}\right) + \sum_k V_{A\ Direction\ M}(\text{Site}_{\text{MC}}\ (k))}$$

C.11.9 Detailed data of Adjusted Consumption of Consumption Sites connected to the PTS

In accordance with the definition of the term "Adjusted Consumption" given in Chapter A, RTE establishes the Adjusted Consumption of each Remotely Read Consumption Site connected to the PTS, at 10-minute Intervals, for each day of Week S, based on the algebraic sum of the following terms:

- the quantity of energy extracted by the Site;
- Plus—if relevant—if the Site is on the Corrected Model per Section 1 of the Terms and Conditions, the Upward balancing volumes provided by the Site established in accordance with Article C.11.8.4 before implementing checks of load reductions achieved, then at the latest at the end of Month M+1 established in accordance with Article C.11.8.5;

- plus if relevant the Frequency Containment and Automatic Frequency Restoration Reserve energy provided by this Site, established in accordance with the Frequency Ancillary Services Terms and Conditions;
- Plus—if relevant—if the Site is on the Corrected Model per the NEBEF Terms and Conditions, the load reduction volumes provided by the Site from Remotely Read DREs established in accordance with Article C.11.8.4 before implementing checks of load reductions achieved, then at the latest at the end of Month M+1 established in accordance with Article C.11.8.5;
- Minus—if relevant—if the Site is on the Corrected Model per Section 1 of the Terms and Conditions, the Downward balancing volumes saved by the Site established in accordance with Article C.11.8.4 before implementing checks of load reductions achieved, then at the latest at the end of Month M+1 established in accordance with Article C.11.8.5;
- minus if relevant the Frequency Containment and Automatic Frequency Restoration Reserves energy saved by this Site, established in accordance with the Frequency Ancillary Services Terms and Conditions;
- minus, if relevant, if the Site is on the Corrected Model per the NEBEF Terms and Conditions, the load reduction volumes provided by the Site from Remotely Read DREs established in accordance with Article C.11.8.4 before implementing checks of load reductions achieved, then at the latest at the end of Month M+1 established in accordance with Article C.11.8.5
- minus if relevant the Block Exchange Schedule energy supplied to the Site within the BRP-Site NEBs.

When the sum of the above terms is negative, the Site's Adjusted Consumption Curve is set to zero. The negative part is then assigned to a Remotely-read Generation Loss Curve for this same Site.

C.12 Detailed Data of the quantities injected and extracted in the PDS Perimeter for the calculation of the Imbalance and the Physical Consumption

C.12.1 Data sent to RTE by the DSOs

Each DSO informs RTE if the BRP is Active in its network.

Each DSO on the network in which the BRP is Active transmits to RTE the following Load Curves for week W:

- the Estimated Consumption Load Curve $\mathbf{LC_{estim.consu}}$ (C01E), an aggregation of estimated consumption of profiled Consumption Sites attached to the Balance Perimeter;
- the Estimated Generation Load Curve $\mathbf{LC_{estim.gen}}$ (CO2E), an aggregation of estimated generation of profiled Injection Sites attached to the Balance Perimeter;
- the Remotely-Read Consumption Load Curve $\mathbf{LC_{remot.consu}}$ (CO3), the sum of Adjusted Consumption for Consumption Sites attached to the Balance Perimeter and Blocks delivered by the BRP to Consumption Sites not attached to its Perimeter;

- the Remotely-Read Generation Load Curve **$LC_{remot.gen}$** (C04), the sum of Remotely-read Load Curves for Injection Sites attached to the Balance Perimeter.

Furthermore, if the Perimeter includes losses on a DSO's system, at the same time that DSO sends RTE the Estimated Loss Load Curve **LC_{losses}** (C05).

All of these Load Curves are transmitted no later than 12:00, on the Friday of Week W+1.

C.12.2 Missing data

If RTE does not receive the expected data from DSO within the time periods stated in Article C.12.1, it will be replaced with zero.

C.13 Spatial alignment

C.13.1 National reference Load Curve

RTE establishes the national reference Load Curve **$LC_{nat.ref}$**, corresponding to net extraction by the entire PDS on the PTS, based on Metering Data measured in Delivery Point Substations.

C.13.2 National Profiling Imbalance

From the data transmitted by the DSO in accordance with Article C.12.1, for the BRPs Active in their networks, RTE calculates the National Profiling Imbalance according to the following formula:

National Profiling Imbalance = $LC_{nat.ref}$ + $LC_{corrected.remot.adj.}$ + $LC_{corrected.remot.eff}$ - $LC_{corrected.remot.\ shifted}$ – Sum of $LC_{BRPi,DSOj}$ – Sum of $LC_{losses\ j}$ + $LC_{profiled.adj.}$ + $LC_{profiled.eff.}$ + $LC_{profiled.ssy.}$

The Load Curve of a BRP "i" Active on the network of DSO "j" $LC_{BRPi,DSOj}$ is calculated according to the following formula:

$$LC_{BRP,\ DSOj} = [LC_{estim.consu} - LC_{estim.gen} + LC_{remot.consu} - LC_{remot.gen}]_{BRP,\ DSOj}$$

$LC_{corrected.remot.adj.}$ is the Load Curve or Half-Hourly Interval Time Series established based on Activated Volumes, then Volumes Attributed for calculation of the Imbalance on all Remotely-Read Consumption Sites on the Corrected Model connected to the PDS.

In accordance with Article C.11.8.4~~C.11.8.4~~, the value associated with a Half-Hourly Interval is equal to:

$$V_{corrected.remot.adj} = \sum_i \sum_j Volume\ activated_{Upward\ [Site\ i\ CM],BE\ J} - \sum_i \sum_j Volume\ Activated_{Downward\ [Site\ i\ CM],BE\ J}$$

Then in accordance with Article C.11.8.5, after implementing after implementing the method for calculating the metered volumes, the value associated with this Half-Hourly Interval is replaced by:

$$V_{corrected.remot.adj} = \sum_i Volume\ Attributed_{Upward\ [Site\ i\ CM]} - \sum_i Volume\ Attributed_{Downward\ [Site\ i\ CM]}$$

$LC_{corrected.remot.eff}$ is the Load Curve or Half-Hourly Interval Time Series corresponding to the sum of the Retained Load Reduction Schedules, then the Achieved Load Reduction Time Series on all the Remotely-Read Consumption Sites on the Corrected Model connected to the PDS.

In accordance with Article C.11.8.4, the value associated with a Half-Hourly Interval is equal to:

$$V_{corrected.remot.eff} = \sum_i \sum_j Volume\ Activated_{Upward\ [Site\ i\ CM],BE\ J}$$

Then in accordance with Article C.11.8.5, after implementing after implementing the method for calculating the metered volumes of the Retained Load-Reduction Schedules, the value associated with this Half-Hourly Interval is replaced by:

$$V_{corrected.remot.eff} = \sum_{i} Volume\ Attributed_{Upward\ [Site\ i\ CM]}$$

LCDSO corrected.remot.shifted. is the Load Curve or Half-Hourly Interval Time Series corresponding to the sum of the Achieved Shifted Consumption Schedule, then Achieved Shifted Consumption Time Series of all the Remotely-Read Consumption Sites on the Corrected Model connected to the DSO.

In accordance with Article C.11.8.4, the value associated with a Half-Hourly Interval is equal to:

$$V_{corrected.remot.rebound} = \sum_{i}\sum_{j} Volume\ Activated_{Downward\ [Site\ i\ CM],BE\ J}$$

Then in accordance with Article C.11.8.5, after implementing the method for calculating the metered volumes of the Retained Load-Reduction Schedules, the value associated with this Half-Hourly Interval is replaced by:

$$V_{corrected.remot.rebound} = \sum_{i} Volume\ Attributed_{Downward\ [Site\ i\ CM]}$$

LC$_{profiled.adj}$ is the Load Curve or Time Series by Half-Hourly Interval established based on Activated Volumes, then Volumes Attributed for calculation of the Imbalance on all Profiled Consumption BEs on the scale of the Profiled Consumption Sites with Type$_{LC}$ "Estimated".

In accordance with Article C.11.8.4, the value associated with a Half-Hourly Interval is equal to:

$$V_{adj.profiled} = \sum_{J}\sum_{I}\sum_{K} Volume\ activated_{\ Upward\ [BR\ K,Type\ LC\ Estimated],DSO\ I,BE\ J} - \sum_{J}\sum_{I}\sum_{K} Volume\ activated_{Downward\ [BR\ K,Type\ LC\ Estimated],DSO\ I,BE\ J}$$

Then in accordance with Article C.11.8.5, after implementing the method for calculating the metered volumes, the value associated with this Half-Hourly Interval is replaced by:

$$V_{adj.profiled} = \sum_{J}\sum_{I}\sum_{K} Volume\ Attributed_{\ Upward\ [BR\ K,Type\ LC\ Estimated],DSO\ I,BE\ J} - \sum_{J}\sum_{I}\sum_{K} Volume\ Attributed_{\ Downward\ [BR\ K,Type\ LC\ Estimated],DSO\ I,BE\ J}$$

LC$_{profiled.eff}$ is the Load Curve or Half-Hourly Interval Time Series corresponding to the sum of the Retained Load-Reduction Schedules, then the Achieved Load-Reduction Time Series on all Profiled DREs belonging to the Profiled Consumption Sites with $_{LC}$ Type "Estimated". It is calculated by applying the following formula:

In accordance with Article C.11.8.4, the value associated with a Half-Hourly Interval is equal to:

$$V_{eff.profiled} = \sum_{J}\sum_{I}\sum_{K} Volume\ activated_{\ Upward\ [BR\ K,Type\ LC\ Estimated],DSO\ I,BE\ J}$$

Then in accordance with Article C.11.8.5, after implementing the method for calculating the metered volumes of the Retained Load Reduction Schedules, the value associated with this Half-Hourly Interval is replaced by:

$$V_{eff.profiled} = \sum_{J}\sum_{I}\sum_{K} Volume\ Attributed_{\ Upward\ [BR\ K,Type\ LC\ Estimated],DSO\ I,BE\ J}$$

$LC_{profiled.sys}$ is the Load Curve or Half-Hourly Interval Time Series established based on Frequency Containment and Automatic Frequency Restoration Reserves energy established in accordance with the Frequency Ancillary Services Terms and Conditions on all Profiled Consumption Sites on the optional regulated model or optional contractual model with $_{LC}$ Type "Estimated".

The value associated with a Half-Hourly Interval is equal to:

$$V_{profiled.sys} = \sum_{J} Control\ energy_{\ site\ j}$$

with **control energy$_{site\ j}$** the Frequency Containment and Automatic Frequency Restoration Reserves energy of an Consumption Site J established by the difference between the Frequency Containment and Automatic Frequency Restoration Reserves energy provided and the Frequency Containment and Automatic Frequency Restoration Reserves energy saved, in accordance with the Frequency Ancillary Services Terms and Conditions.

C.13.3 National alignment coefficient

The sum of the **$LC_{estim.consu}$** for all BRPs "i" and DSOs "j" is written as **Sum of $LC_{estim.consu\ BRPi,\ DSOj}$.**

To distribute the National Profiling Imbalance between the BRPs pro rata to their estimated consumption taken into account when calculating their Imbalance, RTE calculates, per Half-Hourly Interval and according to the following formula, the National Alignment Coefficient **$AC_{nat.align}$**:

$$CC_{net.align} = \frac{\text{Sum of } LCestim.consu_{BRPi,\ DSOj}}{\text{Sum of } LC_{estim.consu\ BRPi,\ DSOj}} + \text{National Profiling Imbalance}$$

C.13.4 Alignment of estimated consumption

RTE aligns the **$LC_{estim.consu}$** of each BRP for each DSO by applying the national Alignment Coefficient to this Load Curve.

The Estimated Load Curve of consumption taken into account for each BRP is:

$LC_{aligned.estim.consu.} = AC_{nat.align} * LC_{estim.consu}$

C.13.5 Global Consumption Totals per DSO

RTE calculates the Global Consumption Total (GCT) of each BRP_i for each DSO_j according to the following formula:

$GCT_{ij} = LC_{ij\ aligned.estim.consu} - LC_{ij\ estim.gen} + LC_{ij\ remot.consu} - LC_{ij\ remot.gen}$

For a BRP that integrates into its Perimeter the losses of a DSO network, the GCT formula is:

$GCT_{ij} = LC_{ij}$ aligned.estim.consu. **$- LC_{ij}$** estim.gen **$+ LC_{ij\ remot.consu} - LC_{ij}$** remot.gen **$+ LC_{j\ losses}$**

C.14 Calculating the Physical Consumption in the Balance Responsible Party's Perimeter

C.14.1 Determination of Physical Consumption

For each Half-Hourly Interval in a Day D, RTE subsequently calculates the Physical Consumption from the Balance Perimeter as the sum of the following four terms:

- energy corresponding to the Non-Block Consumption of Sites with a CART or a Metering Data Service Contract with RTE, where the Non-Block Consumption is positive;
- the energy of the Block Exchange Schedules delivered by the BRP to Consumption Sites with a CART or a Metering Data Service Contract with RTE;
- the energy extracted by the Auxiliaries connected to the PTS belonging to an Injection Site with a Transmission System Access Contract or a Metering Data Service Contract with RTE or Generation Facilities holding a Metering Data Service Contract with RTE;
- the energy corresponding to the consumption terms of the non-block GCTs ($\mathbf{CGT}_{\text{non-block consumption ij}}$) determined by RTE according to the principles described hereafter.

To calculate the $\mathbf{CGT}_{\text{non-block consumption ij}}$:

- RTE performs Spatial Alignment of $\mathbf{LC}_{\text{estim.consu}}$ according to the method described in Article C.13 but based on the following National Profiling Imbalance:

$$\mathbf{National\ Profiling\ Imbalance}_{SP} = \mathbf{LC}_{nat.ref} + \mathbf{LC}_{corrected.remot.adj.} + \mathbf{LC}_{corrected.remot.eff.} - \mathbf{LC}_{corrected.remot.shifted} - \mathbf{Sum\ of\ LC}_{BRPi,\ DSOj} - \mathbf{Sum\ of\ LC}_{losses\ j}$$

  For each BRP, on each DSO, the load curve thus obtained after Spatial Alignment is written as $\mathbf{LC}_{\text{ij estim.consu.alig_SP}}$

- Then, RTE performs the following calculation:

for all DSOs excl. DSO applying, for reconstitution of flows, the first simplified provision described in Article B.1.2.3 and in Annexe D3 of the Terms and Conditions;

$$\mathbf{GCT}_{\text{ij non-block consumption}} = \mathbf{LC}_{\text{ij aligned.estim.consu_SP}} + \mathbf{LC}_{\text{ij remot.consu}} + \mathbf{LC}_{\text{j losses}} - \mathbf{LC}_{\text{ij corrected.remot.adj.}} - \mathbf{LC}_{\text{ij corrected.remot.eff.}} + \mathbf{LC}_{\text{corrected.remot.shifted}}$$

- where $\mathbf{LC}_{\text{ij corrected.remot.adj.}}$ is the Load Curve or Half-Hourly Interval Time Series established based on Activated Volumes, then Volumes Attributed for calculation of the Imbalance on all of the Remotely-Read Consumption Sites of the BRP *i* on the DSO *D* on the Corrected Model.
- where $\mathbf{LCij.}_{\text{corrected.remot.eff.}}$ is the Load Curve or Half-Hourly Interval Time Series corresponding to the sum of the Retained Load Reduction Schedules, then the Achieved Load Reduction Time Series on all the Remotely-Read Site Consumption Sites of the BRP *i* on the DSO *J* on the Corrected Model.
- where $\mathbf{LCij}_{\text{DSO corrected.remot.shifted.}}$ is the Load Curve or Half-Hourly Interval Time Series corresponding to the sum of the Retained Shifted Consumption Schedule, then the Achieved Shifted Consumption Time Series of all the Remotely-Read Consumption Sites of the BRP i on the DSO J on the Corrected Model.

for all DSOs applying, for reconstitution of flows, the first simplified provision described in Article B.1.2.3 and in Annexe D3 of the Terms and Conditions;

$$\mathbf{CGT}_{\text{non-block consumption ij}} = \max(\mathbf{CGT}_{ij}; 0)$$

C.14.2 Evaluation of Physical Consumption

The evaluation proportional to Physical Consumption of the BRP is calculated in accordance with the provisions of Article 5 of Section 1 of the Terms and Conditions.

Invoicing is carried out according to the terms of Article C.21.2.

C.15 Calculating the Imbalance in the BRP's Perimeter

C.15.1 Determining the Imbalance

For each Half-Hourly Interval of Day D, RTE calculates the Imbalance of the BRP as the sum of the "Position", "Volume Allocated" and "Imbalance Correction" components defined below, according to the elements making up the BRP perimeter.

C.15.1.1 Determining the Position

The Position corresponds to the difference between the “Declared Purchase" and the "Declared Sale” defined below.

The Declared Purchase is calculated as the sum of the following terms:

- the energy corresponding to imports as part of Import Transactions. Where necessary, this is adjusted by RTE in the event that exchanges with a neighbouring Transmission System Operator are reduced;
- the energy corresponding to the PEBs between BRPs at purchase transmitted by the BRP and approved by RTE;
- the energy corresponding to Retained Load-Reduction Schedules then Achieved Load-Reduction Time Series from Remotely-Read DREs of the Demand Response Aggregators attached to the Balance Perimeter of the BRP;
- the energy of purchases on the Short Term Market attributed to the BRP's Perimeter and declared daily by the exchanges active on the French electricity market to RTE, for each Half-Hourly Interval;
- the energy of purchases on the Futures Market attributed to the BRP's Perimeter and declared daily by exchanges active on the French electricity market to RTE, for each Half-Hourly Interval;
- the energy injected into the Balance Perimeter of the ARENH Purchaser's BRP, under ARENH Rights acquired as Notified by the CRE.

The Declared Sales is calculated as the sum of the following terms:

- the energy corresponding to the PEB at the sale between a BRP and in the context of a PTS BRP-Site NEB transmitted by the BRP and approved by RTE;
- the energy corresponding to exports as part of Export Transactions. Where necessary, this is adjusted by RTE in the event that exchanges with a neighbouring Transmission System Operator are reduced;
- the energy sold to RTE under the Purchase Contract of Losses;

- the energy corresponding to the Retained Shifted Consumption then Achieved Shifted Consumption Time Series, from Remotely Read DREs of the Demand Response Aggregator(s) attached to the BRP's Balance Perimeter;
- the energy of sales on the Short Term Market attributed to the BRP's Perimeter and declared daily by exchanges active on the French electricity market to RTE, for each Half-Hourly Interval;
- the energy of sales on the Futures Market attributed to the BRP's Perimeter and declared daily by exchanges active on the French electricity market to RTE, for each Half-Hourly Interval;
- the energy extracted from the Balance Perimeter of the ARENH Seller's BRP, under ARENH Rights assigned as Notified by the CRE to RTE.

C.15.1.2 Determining the Volume Allocated

The volume allocated corresponds to the difference between the "Physical Generation" and the "Physical Consumption" defined below.

Physical Generation is calculated as the sum of the following terms:

- energy injected by the DSOs belonging to an Injection Site with a Transmission System Access Contract or a Metering Data Service Contract with RTE or a Generation Facility having signed a Metering Data Service Contract with RTE;
- the energy corresponding to GCTs, when these GCTs are negative;
- the energy corresponding to Adjusted Consumption values of Consumption Sites connected to the PTS when these are negative;
- the energy corresponding to back flow of power from Consumption Sites connected to the PTS;
- the energy corresponding to the portion of Retained Load-Reduction Schedules, then to the Achieved Shifted Consumption Time Series belonging to the BRP's Remotely Read Consumption Sites at the Regulated Model or Contractual Model made up of Remotely Read DREs;
- the energy relative to the Positive Imbalance at Borders, as defined in Article 5.8 of Section 1, of a New Exempt Interconnection (NEI), holding a CART NEI.

Physical consumption is calculated as the sum of the following terms:

- the energy corresponding to the Adjusted Consumption of the Sites connected to the PTS or the Sites holding a Metering Data Service Contract entered into with RTE, when the Adjusted Consumption values are positive;
- the energy consumed by a Generation Site which holds a Transmission System Access Contract or Metering Data Service Contract entered into with RTE and its Auxiliaries, or by a Generation Facility holding a Metering Data Service Contract entered into with RTE and its Auxiliaries;
- the energy corresponding to GCTs, when these GCTs are positive;
- the energy corresponding to the portion of Retained Load-Reduction Schedules, then Achieved Load-Reduction Time Series belonging to the BRP's Remotely-Read Consumption Sites at the Regulated or Contractual Model made up of Remotely-Read DREs;

- the energy corresponding to the portion of Retained Load-Reduction Schedules, then Achieved Load-Reduction Time Series belonging to the BRP's Consumption Sites which are LC Type "Remotely-Read" made up of Profiled DREs; -
- the energy relative to the negative imbalance at borders, as defined in Article 5.8 of Section 1, a New Exempt Interconnection (NEI), holding a CART NEI.

C.15.1.3 Determining the Imbalance Correction

The correction of the imbalance corresponds to the difference between the "Downward Correction" and the "Upward Correction" defined below.

The Downward Correction is calculated as the sum of the following terms:

- the energy corresponding to the Volumes Activated Downward, then to the Volumes Attributed Downward from the Exchange Point BE;
- the energy corresponding to the Volumes Activated Downward, then to the Volumes Attributed Downward from the Generation BE;
- the energy corresponding to the Volumes Activated Downward, then to the Volumes Attributed Downward from non-offered facilities, including immediate implementation orders;
- the energy corresponding to the Volumes Activated Downward, then to the Volumes Attributed Downward for Remotely-Read Consumption Sites of the BRP on the Regulated Model or Contractual Model made up of Remotely-Read Consumption BEs;
- the energy corresponding to the Volumes Activated Downward, then to the Volumes Attributed Downward for the BRP's Consumption Sites which are "Remotely-Read" LC Type made up of Profiled Consumption BEs;
- the Frequency Containment Reserve energy saved established in accordance with the Frequency Ancillary Services Terms and Conditions for the BRP's Consumption Sites with optional regulated model or optional contractual model as defined in the Frequency Ancillary Services Terms and Conditions with "Remotely read" LC Type;
- the Automatic Frequency Restoration Reserve energy saved established in accordance with the Frequency Ancillary Services Terms and Conditions for the BRP's Consumption Sites with optional regulated model or optional contractual model as defined in the Frequency Ancillary Services Terms and Conditions with "Remotely Read" LC Type;
- the energy saved by the GUs, due to their participation in Frequency Containment in accordance with the Frequency Ancillary Services Terms and Conditions;
- the energy saved by the GUs, due to their participation in Automatic Frequency Restoration in accordance with the Frequency Ancillary Services Terms and Conditions;

The Upward Correction is calculated as the sum of the following terms:

- the energy corresponding to the Volumes Activated Upward and then to the Volumes Attributed Upward from the Generation BE;

- the energy corresponding to the Volumes Activated Upward, then to the Volumes Attributed Upward from the Exchange Point BE;
- the energy corresponding to the Volumes Activated Upward, then to the Volumes Attributed Upward from non-offered facilities, including immediate implementation orders;
- the energy corresponding to Upward Activated Volumes, then to Upward Volumes Attributed for the BRP's Remotely Read Consumption Sites with Regulated Model or Contractual Model made up of Remotely Read Consumption BEs;
- the energy corresponding to Activated Volumes, then to Upward Volumes Attributed for the BRP's Consumption Sites with LC Type "Remotely Read", made up of Profiled Consumption BEs;
- the Frequency Containment Reserve energy provided established in accordance with the Frequency Ancillary Services Terms and Conditions for the BRP's Consumption Sites with optional regulated model or optional contractual model as defined in the Frequency Ancillary Services Terms and Conditions with LC Type "Remotely Read";
- the Automatic Frequency Restoration Reserve energy provided established in accordance with the Frequency Ancillary Services Terms and Conditions for the BRP's Consumption Sites with optional regulated model or optional contractual model as defined in the Frequency Ancillary Services Terms and Conditions with LC Type "Remotely read";
- the power produced by GUs, due to their participation in Primary Frequency Control in accordance with the Frequency Ancillary Services Terms and Conditions;
- the power produced by GUs, due to their participation in Secondary Frequency Control in accordance with the Frequency Ancillary Services Terms and Conditions;

C.15.2 Weekly calculation of the Imbalance

The BRP's Imbalances for Week W are calculated by RTE no later than 23:59, on the Friday of Week W+1.

C.15.3 Imbalance valuation

The BRP's positive and negative monthly Imbalances are valued in accordance with the provisions of Article 5 of Section 1 of the Terms and Conditions.

Invoicing is carried out according to the terms of Article C.21.2 of Section 2 of the Terms and Conditions.

C.15.4 Provision of data

C.15.4.1 Weekly provision of the Load Curves of Sites connected to the PTS

RTE provides the BRP, for each Day of Week W, with the following data:

- Adjusted Consumption Load Curve, per 10-Minute Interval, for each Consumption Site connected to the PTS or Consumption Site that has signed a Metering Data Service Contract with RTE;

- Consumption Load Curve, at 10-Minute Interval, of Auxiliaries belonging to an Injection Site with a Transmission System Access Contract or a Metering Data Service Contract with RTE or Generation Facilities having signed a Metering Data Service Contract with RTE;
- Injection Load Curve, per 10-Minute Interval, for each Injection Site connected to the PTS or Injection Site that has signed a Metering Data Service Contract with RTE.

All of the Load Curves are made available to the BRP no later than 23:59, on the Friday of Week W+1.

C.15.4.2 Weekly provision of data received from DSOs via RTE's publication service

No later than 14:00 on Friday of Week W+2, RTE provides the BRP and DSOs concerned, for each Day of Week W, with the following data for each DSO on which the BRP is Active:

- the Estimated Consumption Load Curve (C01E);
- the Estimated Generation Load Curve (C02E);
- the Remotely-Read Consumption Load Curve (C03);
- the Remotely-Read Generation Load Curve (C04);
- if the BRP has losses on the DSO network that are attached to its Perimeter, the Estimated Load Curve of losses (C05).

All of these Load Curves are made available to the BRP and DSOs concerned no later than 23:59, on the Friday of Week W+1.

C.15.4.3 Weekly provision of data calculated by RTE

C.15.4.3.1 Via the RTE Website

RTE provides, for each Day of Week W, per Half-Hourly Interval, the national reference Load Curve (C10) no later than 20:00, on the Tuesday of Week W+1.

RTE also makes available, for each Day of the Week W, at the Half-Hourly Interval:

- The National Profiling Imbalance (C11E);
- The National Alignment Coefficient (C12E).
- all of the Load Curves transmitted by the DSO aggregated on the national scale:

- the national Estimated Consumption Load Curve;
- the national Estimated Generation Load Curve;
- the national Remotely-Read Consumption Load Curve;
- the national Remotely-Read Generation Load Curve;
- the national Estimated Load Curve of losses.

All of these data are made available no later than 23:59, on the Friday of Week W+1.

C.15.4.3.2 Via the personal space of the RTE Website

RTE provides the BRP and the relevant DSOs, for each Day of Week W, with the following detailed data. at Half-Hourly Intervals:

- Imbalance of the BRP;
- The Physical Consumption of the BRP.

These data are made available to the BRP concerned no later than 23:59, on the Friday of Week W+1.

RTE provides the BRP and the relevant DSOs, for each Day of Week W, with the following data per Half-Hourly Interval, for each DSO on which the BRP is Active:

- the aligned Estimated Consumption Load Curve (C13E);
- the Global Consumption Total (C14).

All of these data are made available to the BRP and DSOs concerned no later than 23:59, on the Friday of Week W+1.

C.15.4.4 Data on energy corresponding to Volumes Activated and Volumes Attributed

RTE provides the BRP with the data related to Volumes Activated and Volumes Attributed in accordance with Article 4.10.2 of Section 1 of the Terms and Conditions.

C.15.4.5 Provision of data relating to the Retained Load Reduction Schedules, Achieved Load Reduction Time Series, Retained Shifted Consumption Schedules, Achieved Shifted Consumption Time Series

RTE provides the BRP with data on the Retained Load-Reduction Schedules, Achieved Load-Reduction Time Series, Retained Shifted Consumption Schedule, and Achieved Load-Reduction Time Series in accordance with the applicable NEBEF Terms and Conditions.

C.15.4.6 Provision of data relating to control energy

RTE provides the BRP with data relating to the control energy in accordance with the applicable Frequency Ancillary Services Terms and Conditions.

C.15.4.7 Provision of data relating to the declarative elements

RTE provides the BRP from D-1, for each day D and per Half-Hourly Interval, the data relating to the declarative elements of their Balance Perimeter as described in Articles C.11.4, C.11.5. et C.11.6.

C.15.4.8 Monthly provision of invoicing data

By the end of months M+1, M+3, M+6 and M+12, RTE provides the BRP with the data listed in Article C.15.4.3 that is used as a basis for invoicing for each Day of Month M.

This data is updated after each calculation of imbalances for the Month M and provided on the personal space of the RTE Website before the end of Months M+1, M+3, M+6 and M+12.

C.16 Calculating the Temporal Reconciliation

Metering and detailed data conditions applicable to Injection Sites and Consumption Sites connected to the PDS, as well as to Losses on the PDS, are defined in Chapters E and F of Section 2 of the Terms and Conditions.

C.16.1 Annual calculation methods by RTE

C.16.1.1 Specific case of missing data

RTE provides the relevant BRPs with the data relating to Temporal Reconciliation, as received from DSOs and within the period stated in Article C.16.3.1. The BRP has a certain period to contest any missing data, and ask the DSO to transmit it to RTE.

If RTE is unable to receive the data from a DSO due to the malfunctioning of its Information System, it undertakes to recover and integrate the Temporal Reconciliation data within the stated time periods using a graduated system to be defined with the DSO.

Nevertheless, if RTE has not received the data from a DSO relating to a Temporal Reconciliation within a given period, it replaces the expected data with the data transmitted by the DSO to calculate the Imbalances of the same period.

C.16.1.2 Annual standardisation of losses of DSO

C.16.1.2.1 Description of the process

Over the Annual Period Y, by agreement, the estimated (M+14) and remotely read (M+12) consumption and generation Load Curves have an annual energy value that complies with the energy actually injected or extracted.

However, the energy value of the Load Curve of losses of DSO declared for the purposes of calculating the imbalances is not compliant with the energy of losses on each DSO's network. In order for the DSO's energy balance to be accurate, the energy value for losses on the DSO's system is calculated as follows:

$$E_{standardised.losses\ DSO,Y} = E_{DSO\ network,Y} - E_{declared\ DSO,Y}$$

where:

- $E_{declared\ DSO,Y}$: energy resulting from the algebraic sum of the following:

  the estimated generation and consumption Load Curves on the DSO's network used for the Temporal Reconciliation; and the Remotely read generation and consumption Load Curves on the DSO's network used to calculate Imbalances or, where necessary, for the Temporal Reconciliation if these have been adjusted in accordance with the provisions of Article D.9.3.2.

- **EDSO network,Y : energy resulting from the following terms:**

  - the aggregated Load Curve measured at the terminals of the DSO's system and used to calculate Imbalances;

- plus the $\mathbf{LC_{DSO\ corrected.remot.adj.}}$ corresponding to the Load Curve or Half-Hourly Interval Time Series established on the basis of the Attributed Volumes on all the Remotely-Read Consumption Sites on the Corrected Model connected to the DSO;
- plus the $\mathbf{LC_{DSO\ corrected.remot.eff.}}$ corresponding to the Load Curve or Half-Hourly Interval Time Series established on the basis of the sum of the Achieved Load Reduction Time Series on all the Remotely-Read Consumption Sites on the Corrected Model connected to the DSO.
- minus the $\mathbf{LC}_{\text{DSO corrected.remot.shifted.}}$ corresponding to the Load Curve or Half-Hourly Interval Time Series established on the basis of the sum of the Achieved Shifted Consumption Time Series on all the Remotely-Read Consumption Sites on the Corrected Model connected to the DSO;

RTE therefore corrects the $\mathbf{LC_{DSO\ losses}}$ for each DSO so that its energy, for Annual Period Y, is equal to the energy calculated by difference on the DSO's network.

For this, RTE calculates the Loss Standardisation Coefficient **(LSC)** on the DSO's network for the Annual Period Y:

$$\mathbf{LSC_{DSO,Y}} = [\mathbf{E_{network\ DSO,Y}} - \mathbf{E_{declared\ DSO,Y}}] / \mathbf{E_{DSO\ losses,Y}}$$

where:

- $\mathbf{E_{losses\ DSO,Y}}$: energy value of the Load Curve of losses on the DSO's network transmitted to RTE and used to calculate the Imbalances of the BRP.

RTE then calculates the Load Curve of losses on the DSO's system, standardised over the Annual Period Y:

$$\mathbf{LC_{standardised.losses\ DSO,\ A}} = \mathbf{LSC_{DSO,Y}} * \mathbf{LC_{DSO\ losses}}$$

This standardised Load Curve is the definitive Load Curve for the DSO's losses in the BRP's Perimeter designated by the DSO and is used in Article C.16.1.7.

C.16.1.2.2 Specific instruction in the case of missing data relating to a DSO's losses

If RTE does not have an Estimated Load Curve of a DSO's losses with regard to the calculation of the $\mathbf{LC_{losses,\ DSO}}$ Imbalances, it is unable to apply the calculation described in Article C.16.1.2. In this case, RTE does the following:

RTE calculates a local completion Load Curve, differentiating between:

- on the one hand, the energy resulting from the following terms:
    - the aggregated Load Curve measured at the terminals of the DSO's system and used to calculate Imbalances;
    - plus the $\mathbf{LC}_{\text{DSO corrected.remot.adj.}}$ corresponding to the Load Curve or Half-Hourly Interval Time Series established based on Volumes Attributed on all the Remotely-Read Consumption Sites on the Corrected Model connected to the DSO;
    - plus the $\mathbf{LC}_{\text{DSO corrected.remot.eff.}}$ corresponding to the Load Curve or Half-Hourly Interval Time Series established on the basis of the sum of the Achieved Load-Reduction Time Series on all the Remotely-Read Consumption Sites on the Corrected Model connected to the DSO;
    - minus the $\mathbf{LC}_{\text{DSO corrected.remot.shifted.}}$ corresponding to the Load Curve or Half-Hourly Interval Time Series established on the basis of the sum of the Achieved Shifted Consumption Time Series on all the Remotely-Read Consumption Sites on the Corrected Model connected to the DSO;

- and on the other hand the algebraic sum, for all BRPs Active on the DSO's system, of the estimated generation and consumption Load Curves for Temporal Reconciliation and the remotely read generation and consumption Load Curves used to calculate Imbalances or, where necessary, for the Temporal Reconciliation if these have been adjusted in accordance with the provisions of Article D.9.3.2.

The result is a completion Load Curve for the DSO's network $\mathbf{LC_{compl}}_{\text{ DSO, Y}}$ assigned to the BRP who has, within its Perimeter, the losses in the DSO's network. This Load Curve replaces the standardised losses Load Curve $\mathbf{LC_{standardised.losses\ DSO,\ Y}}$ in the formula in Article C.16.1.7.

C.16.1.2.3 Specific provision relating to the losses Load Curve if a data exchange is initialised with RTE during Annual Period Y

If a DSO starts sending a Load Curve for losses on its system during the Annual Period Y, RTE calculates the completion Load Curve over the initial part of the Annual Period Y based on the calculation defined in Article C.16.1.2.2, and standardises the DSO's losses Load Curve over the end of the period.

C.16.1.3 Correction related to the Volumes Attributed from a Profiled BE, to the Achieved Load-Reduction Time Series from a Profiled DRE and control energy from an Consumption Site: first step

RTE corrects the $\mathbf{LC_{estim.consu}}_{\text{BRP, DSO}}$(M+14) of each BRP on each DSO to take into account the Volumes Attributed, of the portion of Achieved Load-Reduction Time Series, to the control energy supplied and/or saved belonging to the Profiled Consumption Sites attached to the BRP's Perimeter with $_{\text{LC}}$ Type Estimated according to the following formula:

$$\mathbf{LC}_{\mathbf{corrected.estim.consu}\ \text{BRP,DSO}}(\text{M+14}) = \mathbf{LC}_{\mathbf{estim.consu}\ \text{BRP,DSO}}(\text{M+14}) - \sum_{\text{DRE}} \mathbf{LC}_{\mathbf{Attributed\ Volume\ [BRP,\ LCType\ Estimated],DSO,BE}} - \sum_{\text{DRE}} \mathbf{LC}_{\mathbf{Attributed\ Volume}}\ [\text{BRP, LCType Estimated, DSO}], \text{DRE} - \sum_{\text{site}} \mathbf{LC}_{\mathbf{control\ energy}}\ [\text{BRP, LCType Estimated,DSO}], \text{Site}$$

Where $\mathbf{LC}_{\mathbf{Volume\ Attributed\ [BRP,\ LCType\ Estimated],DSO,BE}}$ is the annual Load Curve or series of values at the Half-Hourly Interval established based on Volumes Attributed relating to a BRP, an Estimated $_{\text{LC}}$ Type, a DSO, for a Profiled Consumption BE, as defined in Article C.11.8.5.1~~C.11.8.5.1~~. The value associated with a Half-Hourly Interval is equal to the difference between the Upward Volumes Attributed and the Downward Volumes Attributed.

Where $\mathbf{LC}_{\mathbf{Volume\ Attributed}}\ [\text{BRP, LCType Estimated],DSO,BE}}$ is the Load Curve or series of values at the Half-Hourly Interval established based on Volumes Attributed relating to a BRP, an Estimated $_{\text{LC}}$ Type, a DSO, for a Profiled DRE, as defined in Article C.11.8.5.1.Where $\mathbf{LC}_{\mathbf{control\ energy}}\ [\text{BRP, LCType Estimated,DSO}], \text{Site}$ is the annual Load Curve or series of values at the Half-Hourly Interval of Frequency Containment and Automatic Frequency Restoration Reserves energy of a Profiled Consumption Site with optional regulated model or optional contractual model of the BRP, on a DSO, with $_{\text{LC}}$ Type "Estimated". This load curve is established by the difference between the Frequency Containment and Automatic Frequency Restoration Reserves energy provided and the Frequency Containment and Automatic Frequency Restoration Reserves energy saved, in accordance with the Frequency Ancillary Services Terms and Conditions.

C.16.1.4 Spatial Alignment operations on the estimated consumption

RTE performs Spatial Alignment of the $\mathbf{LC}_{\mathbf{corrected.estim.consu}\ \text{BRP,DSO}}(\text{M+14})$ of the BRPs on each DSO to obtain the $\mathbf{LC}_{\mathbf{aligned.corrected.estim.consu}\ \text{BRP,DSO,Y}}$, using the method described in Article C.13 but:

- based on the standardised losses $\mathbf{LC}_{\mathbf{standardised.losses\ DSO,Y}}$ and no longer on declared losses for the Imbalances $\mathbf{LC}_{\mathbf{DSO\ losses}}$; and
- based on an uncorrected National Profiling Imbalance of Volumes Attributed, Frequency Containment and Automatic Frequency Restoration Reserves energy, and Achieved Load-Reduction Time Series as defined hereafter.

$$\mathbf{National\ Profiling\ Imbalance}_{\mathbf{RT}} = \mathbf{LC}_{\mathbf{nat.ref.}} + \mathbf{LC}_{\mathbf{corrected.remot.adj.}} + \mathbf{LC}_{\mathbf{corrected.remot.eff.}} - \mathbf{CdC}_{\mathbf{shifted.corrected.\ remote}} - \text{Sum of } \mathbf{LC}_{\mathbf{BRPi,\ DSOj}} - \text{Sum of } \mathbf{LC}_{\mathbf{standardised/losses}}\ \text{DSO, Y}$$

where: $\mathbf{LC}_{\mathbf{BRPi,\ DSOj}} = [\mathbf{LC}_{\mathbf{corrected.estim.consu}} - \mathbf{LC}_{\mathbf{estim.gen}} + \mathbf{LC}_{\mathbf{remot.consu}} - \mathbf{LC}_{\mathbf{remot.gen}}]_{\mathbf{BRPi,\ DSOj}}$

C.16.1.5 Monthly standardisation of aligned estimated consumption

The energy of the estimated consumption Load Curve $\mathbf{LC}_{\mathbf{estim.consu}}\ \text{BRP, DSO (M+14)}$ is, by convention, compliant with the energy actually consumed. The BRP's definitive balance, excluding the specifics associated with the Volumes Attributed (V_A), to the portion of the Achieved Load-Reduction Time Series and/or to the control energy supplied and/or saved belonging to the Profiled Consumption Sites with $_{\text{LC}}$ Type Estimated, therefore must comply with this energy. However, spatial alignment modifies the energy values of the estimated consumption Load Curves.

RTE therefore corrects the $\mathbf{LC}_{\mathbf{corrected.aligned.estim.consu}}\ \text{BRP, DSO, Y}$ of the BRP for each DSO to find the annual energy of the $\mathbf{LC}_{\text{.estim.consuBRP DSO (M+14)}}$ for the Annual Period Y.

For this, RTE calculates the energies for the Annual Period Y:

$$\mathbf{E}_{\mathbf{Reconciled.consu\ BRP,DSO,Y}} = \int_{Y} \mathbf{LC}_{\mathbf{estim.consu\ BRP,DSO}}(\text{M+14})\ dt$$

$$E_{corrected.aligned.consu\ BRP,DSO,Y} = \int_Y LC_{corrected.aligned.estim.consu\ BRP,DSO,Y}\ dt$$

RTE calculates the BRP's Consumption Standardisation Coefficient on each distribution system (SC):

$$SC_{BE,DSO,Y} = E_{Reconciled.consu\ BRP,DSO,Y} / E_{corrected.aligned.consu\ BRP,DSO,Y}$$

RTE then calculates the standardised estimated consumption Load Curve over the Annual Period Y:

$$LC_{standardised.corrected.aligned.estim.consu\ BRP,DSO,Y} = SC_{BRP,DSO,Y} * LC_{corrected.aligned.estim.consu\ BRP,DSO,Y}$$

This standardised Load Curve is the definitive estimated consumption Load Curve allocated to the BRP for the Consumption Sites within its Perimeter and whose consumption is estimated via Profiling.

C.16.1.6 Correction related to the Volumes Attributed from a Profiled Consumption BE, to the Achieved Load-Reduction Time Series from a Profiled DRE and to the control energy supplied and/or saved from an Consumption Site: second step

RTE corrects the $LC_{standardised.corrected.aligned.estim.consu\ BRP,DSO,Y}$ of each BRP on each DSO to take into account Volumes Attributed, from the portion of Achieved Load-Reduction Time Series and the control energy supplied and/or saved belonging to the Profiled Consumption Sites attached to the BRP's Perimeter with LC Type Estimated according to the following formula:

$$LC_{definitive.estim.consu\ BRP,DSO,Y} = LC_{standardised.corrected.aligned.estim.consu\ BRP,DSO,Y} + \sum_{BE} LC_{Attributed\ Volume\ [BRP,\ LCType\ Estimated],DSO,BE} + \sum_{DRE} LC_{Attributed\ Volume}[BRP, LCType\ Estimated, DSO], DRE + \sum_{site} LC_{control\ energy}[BRP, LCType\ Estimated,DSO], Site$$

Where $LC_{Volume\ Attributed\ [BRP,\ LCType\ Estimated],DSO,BE}$ is the Load Curve or series of values at the Half-Hourly Interval established based on Volumes Attributed relating to a BRP, an Estimated LC Type, a DSO, for a Profiled Consumption BE, as defined in Article C.11.8.5.1. The value associated with a Half-Hourly Interval is equal to the difference between the Upward Volumes Attributed and the Downward Volumes Attributed.

Where $LC_{Volume\ Attributed}$ [BRP, LC Type Estimated, DSO], DRE is the Load Curve or series of values at the Half-Hourly Interval established based on Volumes Attributed relating to a BRP, an LC Type Estimated, a DSO, for a Profiled DRE, as defined in Article C.11.8.5.1.Where $LC_{control\ energy}$ [BRP, LCType Estimated,DSO], Site is the annual Load Curve or series of values at the Half-Hourly Interval of Frequency Containment and Automatic Frequency Restoration Reserves energy of a Profiled Consumption Site with optional regulated model or optional contractual model of the BRP, on a DSO, with LC Type "Estimated". This load curve is established by the difference between the Frequency Containment and Automatic Frequency Restoration Reserves energy provided and the Frequency Containment and Automatic Frequency Restoration Reserves energy saved, in accordance with the Frequency Ancillary Services Terms and Conditions.

This standardised Load Curve $LC_{definitive.estim.consu\ BRP,DSO,Y}$ is the definitive estimated consumption Load Curve allocated to the BRP.

C.16.1.7 Calculation and valuation of energies assigned to Temporal Reconciliation

From the period of Temporal Reconciliation beginning July 1 2020, PDS energy assigned per BRP during the Temporal Reconciliation will be valued at the Imbalance Price in replacement of the Reference Spot Price.

Energies assigned per BRP during the Temporal Reconciliation will be valued up to the period ending 30 June 2020, in accordance with Article C.16.1.7.1 and then valued in accordance with Article C.16.1.7.2 for the following periods.

C.16.1.7.1 Calculation and valuation of corrected energies up to the period ending 30 June 2020

Over the Annual Period Y, RTE calculates the correction Load Curve to be applied to the balances of the BRP on each distribution system (C30T):

Correction $_{BRP,DSO,Y}$ =

\+ [$\mathbf{LC}_{\mathbf{definitive.estim.consu\ BRP,DSO,Y}}$(M+14) - $\mathbf{LC}_{\mathbf{aligned.estim.consu\ BRP,DSO,Y}}$(M+12)]

– **[** $\mathbf{LC}_{\mathbf{estim.gen}\ BRP,DSO,Y}$(M+14) - $\mathbf{LC}_{\mathbf{estim.gen}\ BRP,DSO,Y}$(M+12) **]**

If the BRP's PDS Perimeter includes losses on the distribution system, RTE adds:

\+ **[** $\mathbf{LC}_{\mathbf{standardised.losses}\ DSO,Y}$(M+14) - $\mathbf{LC}_{\mathbf{losses}\ DSO,Y}$(M+12)]

If the DSO has adjusted a Remotely Read Load Curve, as stipulated in Article D.9.3.2, given to RTE in M+12 to calculate Imbalances, RTE adds the following:

\+ [$\mathbf{LC}_{\mathbf{remot.consu}}$(adjusted) - $\mathbf{LC}_{\mathbf{remot.consu}}$(M+12)]

\+ [$\mathbf{LC}_{\mathbf{remot.gen}}$(adjusted) - $_{LCremot.gen}$(M+12)]

RTE calculates the BRP's national correction Load Curve as the national sum of its corrections on each distribution system:

Correction $_{BRP,Y}$ = $\sum_{DSO}$ **Correction** $_{BRP,DSO,Y}$

RTE calculates the term **Correction.valued** $_{BRP,Y}$, by valuing the BRP's national correction over the Annual Period Y, at the Reference Spot Price.

The term **Correction.valued** $_{BRP,\ monthly}$ corresponds to the monthly component of **Correction.valued** $_{BRP,Y}$.

C.16.1.7.2 Calculation and valuation of the corrected Imbalance of energies assigned during the Temporal Reconciliation from the period commencing July 1, 2020

RTE calculates the Global Consumption Total (GCT) of the BRP over the Yearly Period Y according to the following formula:

$\mathbf{GCT}_{\mathbf{BRP,DSO,Y}}$ = $\mathbf{LC}_{\mathbf{estim.consu.final\ BRP,DSO,Y}}$ (M+14) – $\mathbf{LC}_{\mathbf{estim.gen\ BRP,DSO,Y}}$ (M+14) + **LC** $_{remot.consu}$ (revised)– $\mathbf{LC}_{\mathbf{remot.gen}}$ (revised)

For a BRP that integrates into its Perimeter the losses of a DSO network, the GCT formula is:

$\mathbf{GCT}_{\mathbf{BRP,DSO,Y}}$ = $\mathbf{LC}_{\mathbf{estim.consu.final\ BRP,DSO,Y}}$ (M+14) – $\mathbf{LC}_{\mathbf{estim.gen\ BRP,DSO,Y}}$ (M+14) + **LC** $_{remot.consu}$ (revised)– $\mathbf{LC}_{\mathbf{remot.gen}}$ (revised) + $\mathbf{LC}_{\mathbf{loss.standardised\ BRP,\ Y}}$ (M+14)

If the DSO has not conducted a review of the Remotely-Read Load Curves, as provided for in Article D.9.3.2, then the $\mathbf{LC}_{\mathbf{remot.consu}}$ curves (revised) and $\mathbf{L}_{\mathbf{remot.gen}}$ (revised) are replaced by the Remotely-Read Load Curve transmitted to RTE in M+12 to calculate the Imbalance.

Over the Yearly Period Y, at each Half-Hourly Interval of a Day D, RTE calculates, for each BSP with at least one PDS Perimeter, the corrected Imbalance of energies assigned during the Temporal Reconciliation in accordance with Article C.15 of Section 2.

The BRP's positive and negative monthly Imbalances are valued in accordance with the provisions of Article 5 of Section 1 of the Terms and Conditions

RTE calculates the term **Correction.valued** $_{BRP,monthly}$ corresponding to the difference between the Imbalance valued at M+12 and the Imbalance valued at the Temporal Reconciliation for each month of year Y.

The sum of these monthly settlements over the annual period Y constitutes the **Correction.settled**$_{BRP,Y}$.

C.16.1.8 Remuneration of the term Correction.valued $_{BRP}$

The Temporal Reconciliation process is intended to provide an accurate report of energy for each of the Months M making up the Annual Period Y. Therefore, remuneration calculated as indicated below shall apply to the term Correction.valued$_{BRP.monthly}$ for each Month M of the Annual Period Y. This remuneration is intended to reflect the effects of the time delays inherent to the Temporal Reconciliation process and is applied up to the period ending 30 June 2020. From the Temporal Reconciliation period starting on 1 July 2020, the remuneration will be applied for the balance of the "Balancing-Imbalances" account.

The rate of remuneration adopted for a Month M is the mean of the daily Euribor - 12 months rates as published on the Banque de France website for the month M+3 until September of year Y+2 inclusive.

C.16.1.9 Calculation of the term Correction.valued.remunerated $_{BRP,Y}$

The term **Correction.valued** $_{BRP.monthly}$ to which the aforementioned remuneration is applied, constitutes the monthly remunerated valuation.

The sum total of these monthly remunerated valuations over Annual Period Y constitutes the **Correction.valued.remunerated** $_{BRP,Y}$.

The **Correction.valued.remunerated** $_{BRP,Y}$ is calculated during Temporal Reconciliation.

C.16.1.10 National Financial Residual

RTE calculates the national Residual Load Curve (C41T) that appears following the correction of BRP's balances as described in Article C.16.1.7:

$$\mathbf{LC}_{\text{national.residual Y}} = \sum_{BRP}\sum_{DSO}[\ \mathbf{LC}_{\text{aligned.corrected.estim.consu BRP,DSO,Y}} + \sum \text{EDA CdCVolume Attributed [RE, TypeCdC Estimated],GRD,EDA} + \sum \text{EDE CdCVolume Attributed [RE, Type CdC Estimated, GRD], EDE} + \sum \text{site CdC control energy [RE, TypeCdC Estimated,GRD], Site} - \mathbf{LC}_{\text{definitive.estim.consu BRP,DSO,Y}}\ ]$$

Where $\mathbf{LC}_{\text{Volume Attributed [BRP, LCType Estimated],DSO,BE}}$ is the Load Curve or series of values at the Half-Hourly Interval established based on Volumes Attributed relating to a BRP, an Estimated $_{LC}$ Type, a DSO, for a Profiled Consumption BE, as defined in Article C.11.8.5.1~~C.11.8.5.1~~. The value associated with a Half-Hourly Interval is equal to the difference between the Upward Volumes Attributed and the Downward Volumes Attributed.

Where **LC**$_{\text{Volume Attributed [BRP, LCType Estimated],DSO,BE}}$ is the Load Curve or series of values at the Half-Hourly Interval established based on Volumes Attributed relating to a BRP, an Estimated $_{LC}$ Type, a DSO, for a Profiled DREs, as defined in Article C.11.8.5.1.

Where **LC**$_{\text{control energy [BRP, LCType Estimated,DSO], Site}}$ is the annual Load Curve or series of values at the Half-Hourly Interval of Frequency Containment and Automatic Frequency Restoration Reserves energy of a Profiled Consumption Site with optional regulated model or optional contractual model of the BRP, on a DSO, with LC Type "Estimated". This load curve is established by the difference between the Frequency Containment and Automatic Frequency Restoration Reserves energy provided and the Frequency Containment and Automatic Frequency Restoration Reserves energy saved, in accordance with the Frequency Ancillary Services Terms and Conditions.

The standardisation of losses leads, by a process of construction, to a national Residual Load Curve with a zero energy value over the Annual Period Y.

RTE calculates **National.financial.residual** $_{Y}$ by valuing the national Residual Load Curve over the Annual Period Y at the Reference Spot Price.

The term **National.financial.residual** $_{monthly}$ corresponds to the monthly component of **National.financial.residual**$_{Y}$.

C.16.1.11 Remuneration of the term National.financial.residual $_{Y}$

The Temporal Reconciliation process is intended to provide an accurate report of energy for each of the Months M making up the Annual Period Y. Therefore, remuneration calculated as indicated below shall apply to the term **National.financial.residual** $_{monthly}$ for each Month M of the Annual Period Y.

This remuneration is intended to reflect the effects of the time lag inherent to the Temporal Reconciliation process and is applied up to the period ending 30 June 2020.

From the Temporal Reconciliation period starting on 1 July 2020, the remuneration will be applied for the balance of the “Balancing-Imbalances” account.

The rate of remuneration adopted for a Month M is the mean of the daily Euribor - 12 months rates as published on the Banque de France website for the month M+3 until September of year Y+2 inclusive.

C.16.1.12 Calculation of the term National.financial.residual$_{Y}$

The term **National.financial.residual** $_{monthly}$, to which the aforementioned remuneration is applied, constitutes the monthly remunerated residual.

The sum total of these monthly remunerated residuals over Annual Period Y constitutes the **National.remunerated.financial.residual** $_{Y}$.

C.16.1.13 Assignment of the National Financial Residual

RTE assigns a part of the national financial Residual to the BRP in proportion to its definitive estimated consumption on the Public Distribution System over the Annual Period Y:

$$\mathbf{E}_{\mathbf{Reconciled.consu\ BRP,Y}} = \int_{Y} [\ \sum_{DSO} \mathbf{LC}_{\mathbf{definitive.estim.consu\ BRP,DSO,Y}}\ ]\ dt$$

RTE then calculates the part of the national financial residual assigned to the BRP for the Annual Period Y:

- From the Temporal Reconciliation period beginning July 1 2020:

Financial.residual $_{BRP,Y}$ = **National.financial.residual**Y * $E_{Reconciled.Consu\ BRP,Y}$ / $\sum_{BRP} E_{Reconciled.Consu\ BRP,Y}$

- Up to the period of Temporal Reconciliation ending 30 June 2020:

Financial.residual.remunerated $_{RP,\ Y}$ = **National.financial.residual.remunerated**$_Y$ * $E_{Reconciled.Consu\ BRP,Y}$ / $\sum_{re} E_{Reconciled.Consu\ BRP,Y}$

C.16.2 Invoicing

From the Temporal Reconciliation period beginning on 1 July 2020, the invoicing of **Correction.settled** $_{BRP,Y}$ and **Financial.residual** $_{BRP,Y}$ to the Balance Responsible Party shall be carried out according to the conditions of Article C.21.3.

Up to the Temporal Reconciliation period ending 30 June 2020, the invoicing of **Correction.settled.remunerated**$_{BRP,Y}$ and **Financial.residual.remunerated** $_{BRP,Y}$ to the Balance Responsible Party shall be carried out according to the conditions of Article C.21.3.

C.16.3 Data provision

C.16.3.1 Monthly provision of data received from DSOs

On the 15th day of Month M+14, RTE provides the BRP with the following detailed data from Month M.

Per Day, and per Half-Hourly Interval, for each DSO on whose system the BRP is Active:

- the Estimated Consumption Load Curve for M+14 (C01T);
- the Estimated Generation Load Curve for M+14 (C02T).

Within thirty (30) Days following notification of an adjusted Load Curve in application of Articles D.9.3.1~~D.9.3.1~~ and D.9.3.2~~D.9.3.2~~, RTE provides the BRP with the adjusted data listed below in Month M for the Annual Period Y, per Day, per Half-Hourly Period and for each DSO on whose network the BRP is Active:

- the Estimated consumption Load Curve M+14 (C01T), if this has been changed since the 15th Day of Month M+14, in application of the provisions of Article D.9.3.1;
- the Estimated generation Load Curve M+14 (C02T), if this has been changed since the 15th Day of Month M+14, in application of the provisions of Article D.9.3.1;
- the Remotely Read consumption Load Curve (C03T), if this has been changed in application of the provisions of Article D.9.3.2;
- the Remotely Read generation Load Curve (C04T), if this has been changed in application of the provisions of Article D.9.3.2.

C.16.3.2 Annual provision of invoicing data

Before the end of October of Year Y+2, RTE provides the BRP, for each month between July of Year Y and June of Year Y+1, with the following data, calculated in October of Year Y+2 via their personal space on RTE's portal.

Per Day, and per Half-Hourly Interval, for each DSO on which the BRP is Active:

- the National Alignment Coefficient (C12T);
- for Temporal Reconciliation periods prior to 1 July 2020, the Load Curve corresponding to correction of the BRP's balances (C30T).
- for Temporal Reconciliation periods after 30 June 2020, the corrected Imbalance of energies assigned during the Temporal Reconciliation

Over the Annual Period Y, for each DSO on which the BRP is Active:

- if the BRP has Losses on the DSO's system in its Perimeter, the Loss Standardisation Coefficient (LSC);
- the Standardisation Coefficient for the BRP's aligned estimated consumption (SC).

Before the end of the Month of October of Year Y+2, RTE provides the following data on its Website, corresponding to the annual period between July of Year Y and June of Year Y+1.

Per Day, and per Half-Hourly Period:

- The national reference Load Curve (C10);
- The Profiling Imbalance Load Curve (C11);
- The National Alignment Coefficient (C12);
- The National Residual Load Curve (C44T).

For the Annual Period Y:

- The financial evaluation of the Load Curve for the national Residual;
- The national energy value for estimated consumption.

C.17 Data checking

C.17.1 Checking by RTE of the data transmitted by the DSOs

RTE carries out checks on the reception and coherence of the data sent by the DSO.

C.17.1.1 Automatic checks on data from the DSO for the calculation of the Imbalances

RTE carries out automatic checks and alerts which are sent to the DSO by electronic message in the following instances:

- The data to be transmitted by the DSO has not been received by RTE on the due date for the calculation of the Imbalances;
- The daily energy assigned by a DSO for all the BRPs Active on its network is nil;
- For one Day, the estimated daily energy of a BRP or the energy of the DSO's losses is nil, although this energy is not nil for the Days on either side;
- The daily energy declared by a DSO shows significant Imbalance with regard to the daily energy extracted by the DSO's network.

C.17.1.2 Automatic checking of DSO data for Temporal Reconciliation

RTE issues an automatic alert to the DSO by electronic message if the Temporal Reconciliation data has not been received by RTE by M+14.

C.17.1.3 Processing of malfunctions in the transmission of data by a DSO

If the data for calculating the Imbalance is still missing at M+3 despite an automatic message being resent to the DSO, RTE informs the BRPs that are Active on the network of the relevant DSO's on the reported malfunction in the transmission of their Load Curves.

If the data for calculating the Imbalance is still missing at M+6, RTE again informs the BRPs that are Active on the network of the relevant DSO of the reported malfunction in the transmission of their Load Curves. RTE also informs the CRE.

If the data is missing for the Temporal Reconciliation, RTE informs the BRPs Active on the network of the DSO concerned of the reported malfunction in the transmission of their Load Curves. RTE also informs the CRE.

C.17.2 Checks by the BRP

The BRP checks the data relating to it, published by RTE, in order to detect anomalies as quickly as possible.

C.18 Data disputes by the BRP

C.18.1 Disputing the data used to calculate Imbalances

If the BRP disputes the data for a Month M as compiled by RTE, amongst those listed in Articles C.15.4.1 and C.15.4.2, to have the data corrected before the final correction of the invoice relating to Month M, the BRP Notifies RTE of its dispute before the end of Month M+8. This Notification states the disputed elementary data and the relevant Half-Hourly Interval(s). If the Parties agree before the end of Month M+10, the corrected data is taken into account in the invoicing in accordance with Article C.21.2.

Following a dispute, RTE undertakes to formulate a written response as soon as possible and within a maximum of two months from the date the challenge is received. If it is justified, RTE undertakes to correct the disputed elementary data.

If information disputed by the BRP is corrected by RTE as indicated above and within the deadline for consideration of this corrected information in calculating the invoice issued at the end of M+12, then RTE may no longer be held liable by the BRP for any negative consequences arising from the information prior to the correction.

In all instances, if there is no agreement, the methods of settling disputes contained in Article B.14~~B.13~~ apply.

C.18.2 Disputing the data used to calculate the Temporal Reconciliation

If the BRP disputes the data given in Article C.16.3.1, aiming to obtain correction of the data prior to calculation of the Temporal Reconciliation, the BRP Notifies its dispute to the DSO that established the disputed data. The dispute is handled in accordance with the deadlines and terms and conditions laid down in Chapter E of Section 2. The corrected data is taken into account in invoicing in accordance with Article C.21.2.

In all instances, if there is no agreement, the methods of settling disputes contained in Article B.14~~B.13~~ apply.

C.19 Valuation by RTE of the financial consequences for the BRP, due to missing or incorrect data given by a DSO after temporal reconciliation

In accordance with the principles of Article B.4, RTE provides any BRP that so requests with a valuation of the financial consequences that it suffers as a result of missing or incorrect data given by a DSO. In any case, the valuation provided by RTE has a purely informative purpose and is non-limiting, and involves only the financial consequences of the missing or incorrect data.

The valuation is made by RTE as follows:

- The BRP makes its request to RTE in writing;
- RTE informs the DSO of the BRP's request;
- RTE carries out the valuation within one (1) Month from the date at which RTE is in possession of all corrected or completed data sent by the DSO needed for this valuation;
- The data used for valuation is that possessed by RTE at the time RTE conducts the study. In order to conduct this study, RTE uses the corrected or completed data send by the DSO. At the DSO's request, RTE gives it the valuation study carried out in application of this Article.

Lastly, the methods used for valuation are explained by RTE to the BRP, as well as to the relevant DSO.

C.20 Specific conditions for compensation of the BRP

Under the conditions laid down in Articles C.20.1 and C.20.2, special conditions for compensation of the BRP shall apply.

C.20.1 Unscheduled Unavailability of the Upstream Network, considered as originating from the Generation Feed Network, following incorrect information from RTE or as the result of information not being provided

In the event of Unscheduled Unavailability of the Upstream Network:

- that has resulted in total or partial limitation of the Injection of a Generation Unit connected to the PTS or a total or partial limitation of the physical flow of a New Exempt Interconnection (NEI) connected to the PTS;

and when this Unavailability was initially declared by RTE as originating from the Generation Feed Network or, if information is not communicated by RTE, considered by default as originating from the Generation Feed Network;

RTE shall compensate the BRP, upon request, for the costs involved with rebalancing its Perimeter.

In the case of total or partial limitation of injection, or a total or partial limitation of the physical import flow of a New Exempt Interconnection(NEI), compensation can only take place if the Unavailability has led the BRP to take energy compensation measures that have resulted in a positive imbalance or increased its positive imbalance.

For each Half-Hourly Interval concerned by the incident, the compensation of the BRP is calculated as follows:

*Energy compensated * Max [0 ; (Reference Spot Price – Price of Positive Imbalances)]*

The Energy compensated is equal to:

Min [Positive Imbalance energy, energy compensated by the BRP]

In the specific case of total or partial limitation of extraction from a STEP type Generation Unit or a total or partial limitation of the physical export flow of a NEI, compensation can only take place if the Unavailability has led the BRP to take energy compensation measures that have resulted in a negative imbalance or increased its negative imbalance.

For each Half-Hourly Interval concerned by the incident, the compensation of the BRP is calculated as follows:

*Energy compensated * Max [0 ; (Price of Negative Imbalances - Reference Spot Price)]*

The Energy compensated is equal to:

Min [Negative Imbalance energy, energy compensated by the BRP]

In any case, the energy compensated is less than or equal to the limitation caused by the Unavailability. The BRP must provide RTE with documentation demonstrating that it has compensated for the energy limitation caused by the Unavailability and provide it, for verification purposes, with the financial information within thirty (30) Days of the provision of the data relating to the BRP's Perimeter in M+3.

Similarly, the Imbalance energy taken into account in the Energy compensated formula corresponds to the Imbalance after adjustment potentially activated by RTE to compensate for the unscheduled unavailability of the Upstream Network, in application of Article 4.4.9 of Section 1.

The period considered for the compensation starts no earlier than the date of the incident and may not exceed twenty-four (24) hours. To fix this period, RTE takes into account the times when the BRP needed to take energy compensation measures caused by the Unavailability. For the days following the day of the incident, the Parties agree, where appropriate, compensation conditions for any costs incurred by the BRP to rebalance its Perimeter.

C.20.2 Unscheduled Unavailability of the Generation Feed Network initially declared by RTE as originating from the Upstream Network

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

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

RTE shall compensate the BRP, upon request, for the costs involved with any Imbalances generated within its Perimeter.

In the case of total or partial limitation of injection, compensation can only take place if the Unavailability has led to a negative imbalance for the BRP or increased its negative imbalance.

For each Half-Hourly Interval concerned by the incident, the compensation of the BRP is calculated as follows:

*Energy compensated * Max [0 ; (Price of Negative Imbalances – Downward Bid Price on the BE's Balancing Mechanism to which the PE belongs)]*

The Energy compensated is equal to:

Min [Negative Imbalance energy, energy not injected due to the Unavailability]

In the specific case of total or partial limitation of extraction from a wastewater treatment plant type of Generation Unit, compensation can only take place if the Unavailability has led to a positive imbalance for the BRP or increased its positive imbalance.

For each Half-Hourly Interval concerned by the incident, the compensation of the BRP is calculated as follows:

*Energy compensated * Max [0 ; (Reference Spot Price - Price of Positive Imbalances)]*

The Energy compensated is equal to:

Min [Positive Imbalance energy, energy not extracted due to the Unavailability]

If the PE does not belong to a BE offered on the Balancing Mechanism, the Balancing Bid price considered will be Min [0; Marginal Balancing Price].

The BRP must provide RTE, for verification purposes, with the financial information providing evidence of the compensation within thirty (30) Days of the provision of the data relating to its Perimeter in M+3.

The period considered for the compensation starts no earlier than the date of the incident and ends at the end of the incident or at the end time for activation of the Downward Balancing Bid initially traced by RTE.

C.21 Financial flows

C.21.1 General terms and conditions

C.21.1.1 Issuing invoices

RTE sends invoices and/or credit notes to the invoice address specified by the BRP in the Participation Agreement.

The BRP may Notify RTE of a change to its billing address at any time. This change will take effect after a period of ten (10) Days following Notification.

C.21.1.2 Conditions and deadlines for payment of invoices

RTE pays the BRP's credit notes within thirty (30) Days from the date they are issued by RTE, or the Worked Day following the 30th Day if this is not a Worked Day, via bank transfer to the BRP's bank account, the details of which are given in the Participation Agreement. RTE states the invoice references on each settlement. Failure to do this will result in a fixed penalty of one hundred and forty (140) euros for RTE, payable to the Balance Responsible Party.

The BRP settles RTE's invoices within thirty (30) Days of the date on which they are sent, or the Worked Day following the 30th Day if this is not a Worked Day, with the Post Office stamp deemed authentic, according to one of the following methods specified in the Participation Agreement:

- Bank transfer to RTE's bank account, the details of which are given in the Participation Agreement. The BRP is responsible for any fees charged by its bank. The BRP is required to attach the reference of the invoice issued by RTE to each payment. Failure to do this will result in a fixed penalty of one hundred and forty (140) euros for RTE, payable to the BRP.
- Direct debit. In this case, it provides RTE with a direct debit authorisation form in accordance with the model attached in Annexe C10.

In the event of payment by bank transfer, the BRP checks with its bank to ensure that a transfer order for settlement of a given invoice specifies the relevant invoice number. In the event of a SWIFT transfer, the BRP asks its bank to indicate this number in the "Payment conditions" field. Failure to include this information means that RTE will have to identify transfers arriving into its account manually. If manual identification is performed, RTE shall be entitled to invoice the BRP a fixed amount of one hundred and forty euros (€140).

By way of derogation from the 30-Day payment period set out in the second paragraph of this Article, if the BRP's outstanding debt exceeds the amount authorised by its Financial Guarantee, in accordance with Article C.4.3~~**C.4.3.**~~, RTE may require the BRP to settle invoices to be issued from the time of exceeding the authorised outstanding debt within five (5) Days from their date sent or the ~~Business~~Worked Day following the said 5th Day when the latter is not a Worked ~~Business~~ Day, as evidenced by the date postmarked.

C.21.1.3 Late penalties

In the event of failure to pay the sums owed by each of the Parties in full and within the deadlines stipulated in Article C.21.1.2, the sums due are subject to, and without prior formal notice, penalties

calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points. These penalties are on the total amount of the debt (amount of the invoice including VAT). They are calculated from the due date up to the date of actual payment of the invoice.

In accordance with article L. 441-6 of the French Code of Commerce, a lump sum for recovery costs is added to these penalties, amounting to forty (40) Euros excluding taxes in accordance with article D.441-5 of the French Code of Commerce.

In addition, in accordance with aforementioned article L. 441-6, additional compensation may be requested by RTE when the recovery costs are higher than the amount of this lump sum payment.

C.21.1.4 Non-execution exception

In the event of failure by a Party to pay amounts due to the other Party under the terms of its Participation Agreement, the other Party may suspend payment of amounts that it owes to its co-contractor, up to a limit of the sums that it owes to it.

C.21.2 Monthly invoicing

C.21.2.1 Preparing the invoice or credit note

RTE sends the BRP the invoicing elements relating to the administration Expenses, the Physical Consumption and the Imbalances.

If the invoicing elements show a credit in favour of RTE, RTE sends the BRP an invoice for the corresponding amount by the last Day of the Month.

If the invoicing elements show a credit in favour of the BRP, RTE sends the BRP a credit note accompanied by the corresponding amount by the last Day of the Month.

C.21.2.2 Invoicing elements

C.21.2.2.1 Financial settlements linked to administration expenses

Each Month M, RTE sends the BRP the balance of the invoicing elements with regard to administration expenses by invoicing a monthly lump sum, which is established at:

- seventy-seven (77) Euros for each of the elements listed below within the BRP's Perimeter for Month M-1:

- Losses Purchase Contract;
- Block Exchange Notification;
- Export Transaction;
- Import Transaction.

Starting from date E referred to in Article B.15.1~~B.14.1~~, RTE will send the BRP for each month M the balance of the invoicing elements with regard to administration expenses by invoicing a monthly lump sum, which is established at:

- seventy-seven (77) Euros for each of the elements listed below within the BRP's Perimeter for Month M-1:

- Purchase Contract of Losses;
- Export Transaction;
- Import Transaction

- to seven Euros and fifty cents (7.50) for each non-zero volume Block Exchange Schedule accepted by RTE for a day D and taken into account to calculate Imbalances.

C.21.2.2.2 Financial settlements linked to the Physical Consumption and the Imbalance

Each month M, RTE draws up, for the BRP, the balance of the invoicing elements relating to the Physical Consumption and the Imbalance in accordance with Articles C.14.2 and C.15.3:

- assessment of Month M-1 taking into account the corrections of elementary data made by RTE before the 15 of the Month M or transmitted by the DSO before the due date stipulated in accordance with Article D.8.4 ;
- any settlement of the invoice for Month M-3 taking into account the corrections of elementary data made by RTE before the start of the Month M or transmitted by the DSO before the due date stipulated in accordance with Article D.8.4 ;
- any settlement of the invoice for Month M-6 taking into account the corrections of the elementary data made by RTE before the 15 of the Month M-1 or transmitted by the DSO before the due date stipulated in accordance with Article D.8.4 ;
- any settlement of the invoice for Month M-12 taking into account the corrections of the elementary data made by RTE or transmitted by the DSO before the 18 of Month M-1 or transmitted by the DSO before the due date stipulated in accordance with Article D.8.4.

C.21.3 Annual invoicing

C.21.3.1 Preparing the invoice or credit note relating to the Temporal Reconciliation

In the Month of October of Year Y+2, RTE draws up, for the BRP, the balance of the invoicing elements relating to the Temporal Reconciliation for the annual period between July of Year Y and June of Year Y+1.

Depending on the financial balance of the elements defined in Article C.16.1, RTE sends the BRP, no later than the last Day of the Month of October of Year Y+2, an invoice or credit note corresponding to Temporal Reconciliation for the annual period Y between July of Year Y and June of Year Y+1.

C.21.3.1.1 Financial settlements linked to the Correction

From the Temporal Reconciliation period beginning July 1 2020:

RTE invoices the **Correction.settled** $_{BRP,Y}$ of the BRP:

- in the case of a positive **Correction.settled** $_{BRP,Y}$, RTE issues a credit invoice line for the benefit of the BRP;
- In case of a negative **Correction.settled** $_{BRP,Y}$, RTE issues an invoice line for the BRP;

Up to the period of Temporal Reconciliation ending 30 June 2020:

RTE invoices the **Correction.settled.remunerated** $_{BRP,Y}$ of the BRP:

- in the case of a positive **Correction.settled.remunerated** $_{BRP,Y}$, RTE issues a credit invoice line for the benefit of the BRP;
- in the case of a negative **Correction.settled.remunerated** $_{BRP,Y}$, RTE issues an invoice line for the BRP;
-

C.21.3.1.2 Financial settlements linked to the Residual

From the Temporal Reconciliation period beginning July 1 2020:

RTE invoices the **Residue.financial**$_{BRP}$ of the BRP:

- In the case of a positive **Residue.financial**$_{BRP}$, RTE issues a credit invoice line for the benefit of the BRP;
- In case of a negative **Residue.financial**$_{BRP}$, RTE issues a credit invoice line for the benefit of the BRP.

Up to the period of Temporal Reconciliation ending 30 June 2020:

RTE invoices the **Remunerated.financial.residual** $_{BRP}$ of the BRP:

- in the case of a positive **Remunerated.financial.residual** $_{BRP}$, RTE issues a credit invoice line for the benefit of the BRP;
- in the case of a negative **Remunerated.financial.residual** $_{BRP}$, RTE issues an invoice line for the BRP.

C.21.3.2 Preparing the invoice or credit note relating to the repayment of the balance of the "Balancing-Imbalances" account

In the event of an imbalance in the "Balancing-Imbalances" account for a year Y, RTE will retroactively repay Balance Responsible Parties in imbalance, in accordance with Article 5.10.3 of Section 1.

C.21.4 Disputed invoices

Any challenge by the BRP in relation to an invoice and/or a credit note must be Notified to RTE. Notification of a challenge does not suspend the obligation to settle amounts invoiced. If there is no agreement, the methods of settling disputes contained in Article B.14~~B.13~~ apply.

C.22 Mandate for sending information to the Supplier(s)

C.22.1 Designation of the BRP as a representative

RTE entrusts to the BRP, which shall act as RTE's representative, the execution of the tasks and obligations set out in Article C.22.2, and the BRP, as a representative of RTE, accepts the aforementioned designation in accordance with the terms of Article C.22.2.

C.22.2 Functions and obligations of the BRP as a representative

C.22.2.1 Obligations of the BRP

In application of Article R.271-8, 1° of the French energy code, for Consumption Sites on the Corrected Model, the managers of public electricity networks send to the Supplier data relating to the volume of the site's annual electricity consumption, for the purpose of paying the tax referred to in Article 266 *quinquies* C of the French Customs Code.

In accordance with Article C.22, the BRP undertakes to act in the name and on behalf of RTE to ensure compliance with the obligations set out in Article R. 271-8, 1° of the French energy code concerning Consumption Sites connected to the PTS for which the load reductions are valued on the energy markets or on the balancing mechanism, and where the amount of the payment due to the Supplier of each of the load-reduced sites is invoiced directly by the Supplier to the end-consumer, in accordance with the applicable contractual terms between them.

To that end, the BRP, for the Consumption Sites connected to the PTS on the Corrected Model and for which it is the BRP, must send to the relevant Supplier(s), the data relating to the site's annual volume of electricity consumption, in accordance with the terms described below.

C.22.2.2 Data provided to the BRP by RTE

In order to allow the BRP to send, on behalf of RTE, the aforementioned information to the Supplier(s), in accordance with Article C.22.2.1, RTE sends to the BRP the sum of the Achieved Load-Reduction Time Series, Achieved Shifted Consumption Time Series, the Volumes Attributed to balancing and the containment and automatic restoration energies saved in the course of that year N for each Consumption Site on the connected to the PTS.

That information is subject to the provisions of articles R. 111-22 et seq. of the French energy code relating to commercially sensitive information.

C.22.2.3 Data provided by the BRP to the Supplier(s) of the Consumption Sites on the Corrected Model

Once the data listed in Article C.22.2.2 has been received, the BRP shares out and then sends to each relevant supplier the annual electricity consumption of the Extracted Site, which is necessary for the purpose of paying the tax mentioned in Article 266 *quinquies* C of the French customs code.

RTE can, at its own initiative, give the BRP any order or instruction aimed at guaranteeing compliance with the obligations set out in this article, in particular by requesting that the BRP report on the execution of the aforementioned obligations.

C.22.3 Liability

The BRP shall be liable to RTE for all direct and certain financial or technical damages which may result from the non-execution of obligations entered into under this article and agrees to guarantee RTE against any liability claims against RTE arising from the execution of the functions and obligations set out in Article C.22.

C.23 Access to RTE's Information System and applications

The BRP accesses RTE's Information System and uses the applications available according to the conditions set out in the IS Terms and Conditions, which may be freely consulted on the RTE website.

The IS Terms and Conditions form an integral part of the Terms and Conditions.

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

D. RELATIONSHIP BETWEEN RTE AND DSO

D.1 Purpose

This Chapter forms part of the General Conditions that are applicable to the contract between the DSO and RTE, which also comprises Chapters A and B of Section 2 of the Terms and Conditions.

D.2 General obligations incumbent on the Parties

RTE and the DSO undertake to compile and exchange the data required for the reconstitution of the flows for calculating the Physical Consumption, Imbalances, and the Temporal Reconciliation for the BRPs Active on the DSO's network.

D.3 Data common to the Terms and Conditions and to ARENH

RTE and the DSO agree that the information exchanged under these Terms and Conditions may be used for the performance of the missions entrusted to System Operators for verifying rights relating to ARENH, as described in Decree 2011-466 enacted in application of Article 1 of Law no. 2010-1488 of 7 December 2010 known as the 'NOME Law'. The processing of ARENH-specific data is described in an ad hoc agreement between the DSO and RTE.

D.4 Relationship between RTE and the DSO

D.4.1 Conditions for the signature of contracts

The DSO shall conclude with RTE the RTE-DSO Special Terms drawn up according to the model attached in Annexe D1, by which the Parties undertake to respect the provisions of Chapters A, B and D of Section 2 of the Terms and Conditions.

D.4.2 Commencement and term of the Contract

The contract signed by the Parties enters into force on the date stated in the RTE-DSO Specific Conditions.

The contract is concluded for an indeterminate period if it does not involve a DSO who is subject to the rules of public accountability and may only be cancelled in accordance with the conditions stated in the Terms and Conditions.

For DSOs subject to public accountability rules, the contract is concluded for a period of 5 years, with tacit renewal for a period of five (5) years, unless expressly repudiated in writing by one of the Parties under the conditions stated in the Terms and Conditions.

D.4.3 Transfer of rights

A contract concluded between RTE and the DSO, as well as the rights and obligations attached thereto, may be assigned to a third party if, in application of the law, it is subrogated to the rights of the DSO. Failing this, they may not be assigned without the prior Notified consent of RTE.

In the event of a change in the legal status of the DSO (merger, takeover, etc.), the latter informs RTE of the said change by registered letter with acknowledgement of receipt as soon as possible and, in all cases, at least thirty (30) Days before the said change is to take effect.

D.5 Mandate for data exchanges

Each DSO can assign implementation of all data exchanges to a single representative with status of DSO as per Chapter D.

The DSO assigned remains liable for the damages resulting from fulfilment or non-fulfilment of all of the obligations contained in Chapter D, notwithstanding the said mandate.

The mandate as set out in this Article is Notified to RTE according to the template given in Annexe D2.

D.6 Quality commitment

The quality of the mechanism for calculating the BRPs' Imbalances and Temporal Reconciliation is essentially based on the quality of data transmitted between RTE and the DSO.

RTE is responsible for verifying the quality of the data it generates and sends to the DSO, in accordance with Articles D.7.1 and D.8.1.

The DSO is responsible for verifying the quality of the data it generates and sends to RTE, in accordance with Articles D.7.2 and D.8.2.

RTE undertakes to implement corrective measures as quickly as possible to rectify any anomaly observed in the data it sends to the DSO or any problem in the data exchange process with the DSO for which RTE is responsible.

The DSO undertakes to implement corrective measures as quickly as possible to rectify any anomaly observed in the data it sends to RTE or any problem in the data exchange process with RTE for which the Distribution System Operator is responsible.

D.7 Reference data required for calculating the Imbalances, Physical Consumption and Temporal Reconciliation of the Balance Responsible Parties

The procedures for updating and providing the reference data of this Article are described in the IS

Terms and Conditions.

D.7.1 Reference data for which RTE is responsible

RTE is responsible for updating the following reference data and their availability to DSOs:

- The national list of BRPs, which mentions the date on which each participant acquired and/or lost their status as BRP;
- the list of BRP-Site NEBs concerning the DSO's network, which indicates the date on which the validity period starts and/or ends, as needed.

D.7.2 Reference data for which the DSO is responsible

The DSO is responsible for updating the following reference data and their availability to RTE before the effective date of the amendment:

- The list of DSOs whose networks are connected to it and, for each of these connections, an indication of the DSO who Notifies RTE of the Load Curves in accordance with Article D.8.2
- The list of BRPs Active on its network. This list must include the date on which each BRP became and/or ceased to be Active,
- The BRP of the Perimeter to which are attached the losses on the DSO's network, as well as the start and/or end date of validity,
- the codes of Sites required for codifying BRP-Site NEBs concerning the DSO's network.

D.7.3 Putting in place a BRP-Site NEB

RTE Notifies the DSO of any BRP-Site NEB to a Site connected to its network.

The DSO Notifies RTE by return of the acceptability of the BRP-Site NEB with respect to the conditions governing Remote Reading Equipment and to the currently valid CARD Contract with the DSO. RTE Notifies the DSO of effective date of the NEB to Sites connected to its network in accordance with Article D.7.1.

D.7.4 Cancellation of a BRP-Site NEB

RTE Notifies the DSO of the end of the BRP-Site NEBs to Sites connected to its network in accordance with Article D.7.1.

D.8 Dynamic data required for calculating the Imbalances and Physical Consumption of the Balance Responsible Parties

D.8.1 Data provided by RTE to the DSO

RTE Notifies the following data to the DSO, if it is rank 1, for week W:

- The aggregated consumption Load Curve for the DSO's Delivery Point Substations;
- The aggregated generation Load Curve for the DSO's Delivery Point Substations;

All of these Load Curves are Notified no later than 14:00, on the Tuesday of Week W+1.

Before 12:00 on Day D+3 for Day D, RTE Notifies the DSO of the PEBs accepted by RTE as part of PDS BRP-Site NEBs for Sites connected to the DSO's network.

D.8.2 Data notified by the DSO to RTE

Before 14:00 on Friday of Week W+1, if it is rank 1, the DSO Notifies RTE and each rank 2 DSO connected to its network of the delivery stations LC of the rank 2 DSO, for Week W.

If two rank 1 DSO networks are interconnected, flows exist between the DSOs. The two DSOs then agree on which among them will Notify RTE of these flows between the DSOs for Week W. The DSO that Notifies the flow to RTE Notifies it, within the same time frame, to the second rank 1 DSO to which it is connected.

All of these Load Curves are Notified to RTE by the DSO no later than 14:00, on the Tuesday of Week W+1, for the Weeks after 2 January 2021 included.

The DSO Notifies RTE, for each BRP declared Active on its network the following Load Curves for Week W, in accordance with Article D.7.2:

- the Estimated Consumption Load Curve $LC_{estim.consu}$, an aggregation of estimated consumption by Consumption Sites attached to the Balance Perimeter;
- the Estimated Generation Load Curve $\mathbf{LC_{estim.gen}}$, an aggregation of estimated generation by Injection Sites attached to the Balance Perimeter;
- the Remotely-Read Consumption Load Curve $\mathbf{LC_{remot.consu}}$, the sum of Adjusted Consumption for Consumption Sites attached to the Balance Perimeter and Blocks delivered by the BRP to Consumption Sites not attached to its Perimeter,
- the Remotely-Read Generation Load Curve $\mathbf{LC_{remot.gen}}$, the sum of Remotely-Read Load Curves for Injection Sites attached to the Balance Perimeter.

All of these Load Curves are Notified to RTE by the DSO no later than 12:00, on the Friday of Week W+1.

In addition, the DSO Notifies RTE, at the same time, of the estimated Load Curve for the losses on its system $\mathbf{LC_{losses}}$, assigned to the BRP appointed by the DSO in accordance with Article D.7.2.

The methods used to compile these Load Curves are defined in Chapters E and F of Section 2 of the Terms and Conditions.

D.8.3 Missing data

D.8.3.1 Data Notified by RTE

If the DSO is unable to compile the data defined in Article D.8.1, it takes steps to replace them in accordance with the conditions laid down in the CART.

If the DSO does not receive the expected data from RTE within the time periods stated in Article D.8.1, it informs RTE and takes steps to replace them.

D.8.3.2 Data provided by the DSO

If RTE does not receive the expected data from the DSO within the time periods stated in Article D.8.2, it systematically informs the DSO or its agent by sending an electronic message and takes steps to replace them with zero.

D.8.4 Revising data

The data referred to in Article D.8.1 may be revised at RTE's initiative or following a challenge from the DSO.

The data referred to in Article D.8.2 may be revised at the DSO's initiative or following a challenge from a BRP.

At the time of each revision of the Imbalances for Month M in M+1, M+3, M+6 and M+12, RTE takes into account all revisions of data already carried out by RTE or by the DSO.

Revisions of the data for Month M must be transmitted before the following dates:

- The Thursday between 13th and 19th of Month M+1 for inclusion in the BRP invoice for the end of Month M+1
- The Thursday between 6th and 12th of Month M+3 for settlement of the BRP invoice at the end of Month M+3;
- The Thursday between the 8th Day before the final Day of M+5 and the antepenultimate Day of M+5 for settlement of the BRP invoice at the end of Month M+6;
- The Thursday before the last-but-one Day of Month M+11 and the 5th Day of M+12 for settlement of the BRP invoice at the end of Month M+12.

D.8.5 Data disputes

If the DSO disputes the data transmitted by RTE for a Month M, the DSO Notifies RTE of its dispute before the end of Month M+8. This dispute states the relevant elementary data, of that listed in Article D.8.1, as well as the relevant Half-Hourly Period(s).

If the Parties come to an agreement before the end of Month M+10, the data is corrected in accordance with Article D.8.4.

If there is no agreement, the methods contained in Article B.14~~B.13~~ apply.

D.9 Dynamic data required for the Temporal Reconciliation of the BRPs

D.9.1 Data notified by the DSO to RTE

The DSO, before the 15th day of Month M+14, for Month M and for each BRP Active on its network, sends RTE the **LC** $_{estim.consu}$ (M+14) and the **LC** $_{estim.gen}$(M+14), calculated on the basis of energy using the indices for the period to be profiled, for all Sites whose Load Curve is Estimated via Profiling of the BRPs' Perimeter.

The methods used to compile these Load Curves are defined in Chapters E and F of Section 2 of the Terms and Conditions.

D.9.2 Missing data

If RTE does not receive the data from the DSO during the periods defined in Article D.9.1, it systematically informs the DSO or its representative by means of an electronic message and will take steps to replace the expected data with the data transmitted by the DSO for the calculation of the Imbalances for the same period.

If RTE is unable to receive the data, due to a malfunction of its Information System, it undertakes to recover and integrate the Temporal Reconciliation data within the periods defined in D.9.1 using a downgraded mode to be defined with the DSO.

D.9.3 Revising data

D.9.3.1 Revision of Estimated Load Curves

The data referred to in Article D.9.1 may be revised at the DSO's initiative or following a challenge from a BRP.

Adjustment of the data from Month M of an Annual Period Y must take place before the end of September Y+2.

D.9.3.2 Revision of Remotely Read Load Curves

The following data referred to in Article D.8.2~~D.8.2~~ may be revised at the DSO's initiative or following a challenge from a BRP:

- The Remotely-Read Consumption Load Curve **LC**$_{remot.consu}$, the sum of Non-Block Consumption for Consumption Sites attached to the Balance Perimeter and Blocks delivered by the BRP to Consumption Sites not attached to its Perimeter,
- the Remotely-Read Generation Load Curve **LC**$_{remot.gen}$, the sum of Remotely-Read Load Curves for Injection Sites attached to the Balance Perimeter.

Adjustment of the data from Month M of an Annual Period Y must take place before the end of September Y+2. The terms **LC**$_{remot.consu}$ (adjusted) and **LC**$_{remot.gen}$ (adjusted) refer to the data thus adjusted.

RTE gives the CRE, for each Temporal Reconciliation period, a report on the adjustments of the Remotely Read Load Curves that have been made in application of this Article. The report specifies the DSOs that have carried out these Remotely Read Load Curve adjustments and states, for each DSO, the number of Load Curves that have been adjusted, as well as the energy volumes that have been corrected. Finally, RTE gives each DSO that has adjusted Remotely Read Load Curves a copy of the elements in the report that concern it directly.

D.10 Temporal reconciliation of the DSO's losses

D.10.1 Description of the process

Over the Annual Period Y, by agreement, the estimated (M+14) and remotely read (M+12) consumption and generation Load Curves have an annual energy value that complies with the energy actually injected or extracted.

However, the Load Curve of losses on a DSO's network, sent for calculating Imbalances, does not comply with the energy value for losses on the DSO's network. In order for the DSO's energy balance to be accurate, the energy value for losses on the DSO's system is calculated as follows:

$$E_{\text{standardised losses DSO,Y}} = E_{\text{DSO network,Y}} - E_{\text{declared DSO.Y}}$$

where:

- $E_{\text{declared DSO ,Y}}$: energy resulting from the algebraic sum of the following:

the estimated generation and consumption Load Curves on the DSO's network used for the Temporal Reconciliation;

and the Remotely read generation and consumption Load Curves on the DSO's network used to calculate Imbalances or, where necessary, for the Temporal Reconciliation if these have been adjusted in accordance with the provisions of Article D.9.3.2.

- $E_{\text{DSO network,Y}}$: energy resulting from the following terms:

the aggregated Load Curve measured at the terminals of the DSO's system and used to calculate Imbalances;

plus the $LC_{\text{DSO corrected.remot.adj.}}$ corresponding to the Load Curve or Half-Hourly Interval Time Series established on the basis of the Attributed Volumes on all the Remotely-Read Consumption Sites on the Corrected Model connected to the DSO;

plus the $LC_{\text{DSO corrected.remot.eff.}}$ corresponding to the Load Curve or Half-Hourly Interval Time Series established on the basis of the sum of the Achieved Load Reduction Time Series on all the Remotely-Read Consumption Sites on the Corrected Model connected to the DSO;

- minus the $LC_{\text{DSO corrected.remot.shifted.}}$ corresponding to the Load Curve or Half-Hourly Interval Time Series established on the basis of the sum of the Achieved Shifted Consumption Time Series on all the Remotely-Read Consumption Sites on the Corrected Model connected to the DSO.

RTE adjusts the $\mathbf{LC}_{\mathbf{losses}\ DSO}$ sent by the DSO for calculating Imbalances to ensure that its energy value, over the Annual Period Y, is equal to the energy value of losses on the DSO's network calculated as a differential.

To do this, RTE calculates the standardisation Coefficient for Losses on the DSO's network, calculated as a differential over the Annual Period Y:

$$\mathbf{LSC}_{DSO,Y} = [\ \mathbf{E}_{\mathbf{network}\ DSO,Y} - \mathbf{E}_{\mathbf{declared}\ DSO,Y}\ ] / \mathbf{E}_{\mathbf{losses}\ DSO,Y}$$

where:

- $\mathbf{E}_{\mathbf{losses}\ DSO,Y}$: energy value of the Load Curve of losses on the DSO's network transmitted to RTE and used to calculate the Imbalances of the BRPs.

RTE then calculates the Load Curve of losses on the DSO's system, standardised over the Annual Period Y:

$$\mathbf{LC}_{\mathbf{standardised.losses,\ DSO,Y}} = \mathbf{LSC}_{\mathbf{DSO,Y}} * \mathbf{LC}_{\mathbf{losses\ DSO,Y}}$$

This standardised Load Curve is the definitive Load Curve for losses in the BRP Perimeter defined by the DSO.

D.10.2 Specific instruction in the case of missing data relating to the DSO's losses

If RTE does not have the estimated Load Curve of a Network Manager's losses with regard to the calculation of the $\mathbf{LC_{losses,\ DSO}}$ Imbalances, it is unable to apply the calculation described in Article D.10.1. In this case, RTE does the following: RTE calculates a local completion Load Curve, differentiating between:

- on the one hand, the energy resulting from the following terms:
  - the aggregated Load Curve measured at the terminals of the DSO's system used to calculate Imbalances;
  - plus the $\mathbf{LC}_{\text{DSO corrected.remot.adj.}}$ corresponding to the Load Curve or Half-Hourly Interval Time Series established based on Volumes Attributed on all the Remotely-Read Consumption Sites on the Corrected Model connected to the DSO;
  - plus the $\mathbf{LC}_{\text{DSO corrected.remot.eff.}}$ corresponding to the Load Curve or Half-Hourly Interval Time Series established on the basis of the sum of the Achieved Load-Reduction Time Series on all the Remotely-Read Consumption Sites on the Corrected Model connected to the DSO;
  - minus the $\mathbf{LC}_{\text{DSO corrected.remot.shifted.}}$ corresponding to the Load Curve or Half-Hourly Interval Time Series established on the basis of the sum of the Achieved Shifted Consumption Time Series on all the Remotely-Read Consumption Sites on the Corrected Model connected to the DSO;
- on the other hand, the algebraic sum, for all BRPs Active on the DSO's system, of the estimated generation and consumption Load Curves for Temporal Reconciliation and the remotely read generation and consumption Load Curves used to calculate Imbalances.

The result is a completion Load Curve for the DSO's network $\mathbf{LC_{compl}}_{\text{ DSO,Y}}$, assigned to the BRP who has, within its Perimeter, the losses in the DSO's network. This Load Curve replaces the standardised losses Load Curve $\mathbf{LC_{standardised.losses}}_{\text{ DSO,Y}}$ in the calculations of the Temporal Reconciliation of BRPs described in Article C.16.

D.10.3 Specific provision relating to the losses Load Curve if a data exchange is initialised with RTE during Annual Period Y

If the DSO starts sending a Load Curve for losses on its system during the Annual Period Y, RTE calculates the completion Load Curve over the initial part of the Annual Period Y based on the calculation defined in Article D.10, and standardises the DSO's losses Load Curve over the end of the period.

D.11 Data checking

D.11.1 Checking by RTE of the data transmitted by the DSOs

RTE checks that the data sent by the DSO has been received and is consistent.

D.11.1.1 Automatic checks on data from the DSO for the calculation of the Imbalances

RTE carries out automatic checks and alerts are sent to the DSO by electronic message in the following instances:

- The data to be transmitted by the DSO has not been received by RTE on the calculation date of the Imbalance;
- The daily energy assigned by a DSO for all the BRPs Active on its network is nil;
- The estimated daily energy of a BRP or the energy of the DSO's losses is nil for a Day, although this energy is not nil for the Days on either side;
- The daily energy declared by a DSO shows significant Imbalance with regard to the daily energy extracted by the DSO's network.

D.11.1.2 Automatic checking of DSO data for Temporal Reconciliation

RTE will issue an automatic alert to the DSO by electronic message if the Temporal Reconciliation data was not received by RTE within the set time period.

D.11.1.3 Processing of malfunctions in the transmission of data by a DSO

If the data is still missing at M+3 despite the automatic resending of a message to the DSO, RTE informs the BRPs Active on the DSO of the malfunction reported in the transmission of their Load Curves.

If the data is still missing in M+6, RTE again informs the BRPs Active in the DSO of the reported malfunction in the transmission of their Load Curves. RTE also informs the CRE.

If the data is missing for the Temporal Reconciliation, RTE informs the BRPs Active on the DSO of the reported malfunction in the transmission of their Load Curves. RTE also informs the CRE.

D.11.2 Checks by the DSO

The DSO checks the data, defined in Articles D.8.2, D.8.4, D.9.1 and D.9.3, that it establishes and notifies to RTE for calculation of the Imbalances and the Temporal Reconciliation, in order to detect and correct any anomalies as quickly as possible and in line with the methods described in this Section.

In particular, the DSO analyses the warnings received from RTE from the checks made in application of Articles D.11.1.1 and D.11.1.2, in order to detect anomalies as quickly as possible, and if needed to adjust the data in line with the methods described in this Section. RTE provides support to the DSO, if this support is necessary to investigate these warnings.

D.11.2.1 Checking the data used to calculate Imbalances

Before the deadline for the DSO to notify this data to RTE, as indicated in Articles D.8.2 and D.8.4, the DSO conducts the following checks on the Load Curves, which it must Notify to RTE:

- for transmission of an Estimated or Remotely Read consumption or generation Load Curve for a week S calculated in application of Article D.8.2, a consistency check on the differences observed between this Load Curve and the same Load Curve for a comparable week, prior to week S;
- for adjustment of an Estimated or Remotely Read consumption or generation Load Curve for a week S calculated in application of Article D.8.4, a consistency check on the differences observed between this adjusted Load Curve for Week S and the last Load Curve notified to RTE for the same week S;

- for DSOs that have signed Annexe D3, check of the accuracy of calculations carried out in application of the provisions of this Annex;
- for DSOs subject to a regulation mechanism on the offset of losses on their network, a check of the accuracy of the calculation of the Estimated Load Curve of losses;
- for DSOs not subject to a regulation mechanism for offsetting losses on their network, a consistency check on the differences observed between the estimated Load Curve of losses for week S and that from a comparable week, prior to week S;
- for adjustment of an Estimated or Load Curve of losses, for DSOs not subject to a regulation mechanism on the offset of losses on their network, a consistency check on the differences observed between this adjusted Load Curve for Week S and the last Load Curve notified to RTE for the same week S.

The DSO implements all of these checks in the most appropriate manner.

D.11.2.2 Checking the data used to calculate the Temporal Reconciliation

Before the deadline for notification of data, as indicated in Articles D.9.1 and D.9.3, for establishment of the invoice for Temporal Reconciliation, the DSO conducts the following checks on the Load Curves, which it must Notify to RTE:

- for transmission of a Load Curve for a week S calculated in application of Article D.9.1, a consistency check on the differences observed between this Load Curve and the same Load Curve notified to RTE, for a comparable week, prior to week S;
- for adjustment of a Load Curve for a week S calculated in application of Article D.9.3, a consistency check on the differences observed between this adjusted Load Curve for Week S and the last Load Curve notified to RTE for the same week S.

The DSO implements all of these checks in the most appropriate manner.

D.12 Detailed data methods of the Adjusted Consumption of a Remotely-Read Consumption Site connected to the PTS

In accordance with the definition of the term "Adjusted Consumption" given in Chapter A, the DSO establishes the Adjusted Consumption of each Remotely Read Consumption Site connected to its network as follows:

- the quantity of energy extracted by the Site;
- plus—if relevant—if the Site is on the Corrected Model per Section 1, the Upward balancing volumes of the Site from a Remotely-Read Consumption BE;
- plus—if relevant—if the Site is on the Corrected Model per the NEBEF Terms and Conditions, the load-reduction volumes of the Site from Remotely-Read DREs;
- minus—if relevant—if the Site is on the Corrected Model per Section 1, the Downward balancing volumes of the Site from a Remotely-Read Consumption BE;
- minus, if relevant, if the Site is on the Corrected Model per the NEBEF Terms and Conditions, the shifted consumption volumes of the Site from Remotely Read DREs;
- minus—if relevant—the Block Exchange Schedule energy supplied to the Site within the

BRP-Site NEBs.

It being specified that the balancing volumes correspond to:

- an estimation made by the DSO prior to sending the Volumes Attributed per Site for balancing;
- then, the Volumes Attributed per Site for balancing, as sent by RTE in accordance with Article 4.7.1.1.1 of Section 1.

It being specified that the load-reduction and shifted consumption volumes correspond to:

- the Achieved Load-Reduction Time Series and Achieved Shifted Consumption Time Series per Site, as sent by RTE in accordance with the first paragraph of Article 9.3.3 of the NEBEF Terms and Conditions
- Until 1 July 2019 at the latest, the terms of these paragraphs substitute the terms of the previous paragraph:
- an estimation made by the DSO prior to sending the Achieved Load-Reduction Time Series and Achieved Shifted Consumption Time Series per Site;
- the Achieved Load-Reduction Time Series and Achieved Shifted Consumption Time Series per Site, as sent by RTE in accordance with the last paragraph of Article 9.3.3 of the NEBEF Terms and Conditions.

A Site's Adjusted Consumption may be a negative value. In this case, it corresponds to an Injection into the PDS.

If the Remotely-Read Consumption Load Curve as defined in Article D.8.2 comprises negatives Half-Hourly Period values, these values are zeroed for the remotely-read consumption Load Curve and taken into account, in positive values, in the remotely-read generation Load Curve.

D.13 Downgraded modes

In the event of a failure in the Information System, information is exchanged according to conditions agreed between the Parties.

D.14 Simplified provisions

If the DSO implements a simplified provision described in Article B.1.2.3, it Notifies RTE by means of a duly dated and signed declaration, in accordance with the model attached in Annexe D3.

RTE may disclose these provisions to BRPs Active on the DSO's system.

D.15 Data provided to the DSO by RTE

RTE provides the DSO with the data described in Articles D.15.1 and D.15.2 with regard to a membership to the personal space on RTE's portal.

D.15.1 Data relative to Delivery Point Substations

RTE provides the following data to the DSO, if rank 1, before 14:00 on Thursday of week W+1 for week W:

- The aggregated Load Curve for the DSO's Delivery Point Substations;
- The aggregated Consumption Load Curve for the DSO's Delivery Point Substations;
- The aggregated Injection Load Curve for the DSO's Delivery Point Substations.

All of these Load Curves are made available to the DSO by RTE no later than 14:00, on the Tuesday of Week W+1.

If the data is revised in accordance with Article D.8.4, RTE republishes the above data on the revision dates.

D.15.2 Data relating to the BRPs

The DSO may consult the data relating to its network provided the BRPs Active in its network.

D.15.2.1 Calculating the Imbalances

D.15.2.1.1 Weekly provision of data received from the DSO

RTE provides the DSO, for each Day of Week W, with the following data for each BRP Active in the DSO's network:

- the Estimated Consumption Load Curve;
- the Estimated Generation Load Curve;
- the Remotely-read Consumption Load Curve;
- the Remotely-read Generation Load Curve;
- the Estimated Load Curve of losses on the DSO's network for the BRP to which they are attached.

All of these Load Curves are made available to the DSO by RTE no later than 23:59, on the Friday of Week W+1.

D.15.2.1.2 Weekly provision of data calculated by RTE

For each Day of Week W, RTE provides the DSO, for each BRP Active, the following data, which it has used to calculate provisional Imbalances:

the aligned Estimated Consumption Load Curve,

the Global Consumption Total,

All of these data are made available to the DSO by RTE no later than 23:59, on the Friday of Week W+1.

D.15.2.1.3 Monthly provision of the data used by RTE for invoicing via the personal space on the RTE portal

RTE provides the DSO, at the end of M +1, for each Day of Month M, and per BRP Active on the DSO's network, with the data listed in Article D.15.2.1.2, and used for invoicing the Imbalances.

If the data is revised in accordance with Article D.8.4, RTE provides the data for one Month M listed in Article D.15.2.1.2 before the end of Month M+3, M+6 and M+12.

D.15.2.2 For Temporal Reconciliation

D.15.2.2.1 Monthly provision of data received from the DSO

On the 15th day of Month M+14, RTE provides the DSO with the following detailed data from Month M.

Per Day, per Half-Hourly Interval, for each BRP Active on the DSO's network:

- the Estimated Consumption Load Curve for M+14 (C01T);
- the Estimated Generation Load Curve for M+14 (C02T).

At the end of Month M+16 for the first eleven Months of the Annual Period Y and at the end of M+15 for the twelfth Month of the Annual Period Y, RTE provides the DSO with this same detailed data for Month M, if they have been changed since the 15th Day of Month M+14.

D.15.2.2.2 Annual provision of the data used by RTE for invoicing

Before the end of the Month of October of Year Y+2, RTE provides the DSO with the following detailed data for the period between July of Year Y and June of Year Y+1.

Per Day, per Half-Hourly Interval, for each BRP Active on the DSO's network:

- the National Alignment Coefficient (C12T);
- for Temporal Reconciliation periods prior to 1 July 2020, the Load Curve corresponding to correction of the BRP's balances (C30T).
- for Temporal Reconciliation periods after 30 June 2020, the corrected Imbalance of energies assigned during the Temporal Reconciliation

Over the Annual Period Y, for each BRP Active on the DSO's network:

- if the BRP has Losses on the DSO's system in its Perimeter, the standardisation Coefficient for these Losses;
- the standardisation Coefficient for the BRP's aligned estimated Consumption.

D.15.3 Data published on the RTE Website

D.15.3.1 Calculating the Imbalances

RTE provides the following data from Week W, per Day, and per Half-Hourly Period:

- National reference Load Curve;
- National Profiling Imbalance Load Curve;
- The National Alignment Coefficient.

All of these data are available no later than 23:59, on the Friday of Week W+1, for the Weeks after 2 January 2021 included.

These data are provided after each calculation of Imbalances for the Month M and provided on the Website before the end of Months M+1, M+3, M+6, M+12.

D.15.3.2 For Temporal Reconciliation

Before the end of the Month of October of Year Y+2, RTE provides with the following data on its Website, corresponding to the Annual Period between July of Year Y and June of Year Y+1.

Per Day, and per Half-Hourly Period:

- The national reference Load Curve;
- The National Profiling Imbalance Load Curve;
- The national Alignment Coefficient;
- The national Residual Load Curve.

For the Annual Period Y:

- National Financial Residual
- The financial evaluation of the Load Curve for the national Residual;
- The national energy value for estimated consumption.

D.15.3.3 For the forecast models of the BRP

RTE provides on its Internet site, for each Day of the Week W at the Half-Hourly Interval, the following data of the Week W, aggregated on the National scale:

- the national Estimated Consumption Load Curve;
- the national Estimated Generation Load Curve;
- the national Remotely-Read Consumption Load Curve;
- the national Remotely-Read Generation Load Curve;
- the national Estimated Load Curve of losses.

All of these data are available no later than 23:59, on the Friday of Week W+1.

These data are updated after calculating Imbalances of the Month M and made available on the Internet site before the end of the Month M+1, M+3, M+6, M+12.

D.16 Valuation by RTE of the financial consequences for the BRP, due to missing or incorrect data given by a DSO after Temporal Reconciliation

In accordance with the principles set forth in Article B.4, RTE provides to the DSO that so requests valuation of the financial consequences of the missing or incorrect data send by this DSO, for all BRPs concerned. In all cases, the valuation provided by RTE has a purely informative and non-limiting purpose. This valuation involves only the financial consequences of the missing or incorrect data.

The valuation is made by RTE as follows:

- The DSO makes its request in writing;
- RTE carries out the valuation within one (1) Month from the date at which RTE is in possession of all corrected or completed data provided by the DSO that are needed for this valuation;
- The data used for valuation is that possessed by RTE at the time RTE conducts the study. To conduct this study, RTE uses the corrected or completed data sent by the DSO.

Lastly, the methods used for valuation are explained by RTE to the DSO.

D.17 Cancellation of a Contract between RTE and a BRP

D.17.1 Cancellation at a BRP's initiative

If a BRP cancels its Participation Agreement concluded with RTE, the BRP must take steps to withdraw all the elements from its Perimeter in accordance with Article C.7.1. The date the cancellation comes into effect may not be earlier than the date of withdrawal of the final element from the Perimeter.

RTE Notifies the DSO of the cancellation of its Participation Agreement concluded with a BRP, at the latest on the 1st Worked Day following the date of receipt by RTE of the Notification of cancellation by the BRP.

D.17.2 Termination by RTE

Before any termination of a BRP's Participation Agreement at RTE's initiative, RTE shall give the BRP concerned official notice, indicating the reason for the official notice and the deadline for settlement where applicable.

No later than the first Worked Day following the Notification sent to the BRP, RTE shall Notify to the DSO a copy of the official notice sent to the BRP.

If the official notice sent to the BRP is followed by a settlement and the BRP once more satisfies its obligations, RTE shall Notify the DSO that the BRP's situation has been settled, as soon as possible.

Otherwise, Otherwise, RTE may terminate its contract with the BRP. In this case the termination takes effect on the date indicated in the registered letter with acknowledgement of receipt by which RTE shall Notify the BRP of the termination of its BRP Participation Agreement. A copy of the Notification of termination of the BRP Participation Agreement sent by RTE to the BRP is also sent to the DSO on whose network(s) the BRP is considered to be an Active BRP.

D.17.3 Consequences of the cancellation

By the first Worked Day following the Notification to the DSO of the cancellation of the BRP's Participation Agreement, the DSO:

- Informs:

the Suppliers and DSO-P Purchasers who have declared this BRP in their DSO-S Contract or DSO-P Contract;

the Users providing Sites connected to the DSO's network, and for which the attachment to this BRP's Perimeter is mentioned in their CARD;

- asks the aforementioned Suppliers, DSO-P Purchasers and Users to designate a new BRP, according to the procedure set down in Chapter E of Section 2 of the Terms and Conditions.

D.18 Access to RTE's Information System

The DSO accesses RTE's Information System and uses the applications available according to the conditions set out in the IS Rule, which may be freely consulted on the RTE website.

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

In the RTE-DSO Special Terms, the DSO designates the persons it authorises to act on its behalf, for the purposes of implementing the Terms and Conditions via each application available to it.

ANNEXE C1. REQUEST FORM FOR ACQUIRING BRP STATUS

Request to be sent to your RTE contact

Description of the party formulating request:

Company name:

Object of the company:

Registered offices:

N° of registration in the Trade and Business Register of **[location]**:

Intracommunity VAT n°:

Name and function of legal representatives:

EIC Code:

Declaration by the party formulating request:

The company **[full name]** hereby declares that it is not currently the subject of bankruptcy, receivership or winding-up proceedings, and that it is not subject to court administration or any other similar situation resulting from proceedings of the same nature (bankruptcy, receivership or winding-up order) existing in national legislation or regulations applicable to it. More generally, the company declares that it enjoys all the necessary authorisations for conducting its business.

It is approaching RTE with a view to acquiring BRP status.

To that end, I certify that I have duly completed the customer questionnaire (Annex C2) on the website of RTE. Please find attached the following documents allowing RTE to establish the Participation Agreement (Annex C3):

- Bank Guarantee on first demand duly completed and strictly respecting the template given in Annexe C4;
- Delegation of authority and/or signature of the company's representatives;
- Example of signature of the company's various representatives;
- A copy dated within less than three months of the registrations in the trade and business register concerning the applicant or any equivalent for companies based outside France and for operators not listed in the register, in accordance with Article C.3.1;
- The profit and loss statement and balance sheet from the three fiscal years preceding the application or any equivalent document; in the case of a new company, any document proving the applicant's financial capacities, in accordance with Article C.3.1;
- List of information required to establish a Participation Agreement as a Balance Responsible Party;

- Bank account details statement (RIB) or bank certificate;

- Completed and signed form for requesting secure access to the RTE information system, available on the RTE Internet Site

Requested effective date of the BRP Participation Agreement: **[date]**

Signed in ……., on …/…/201….

Name: In his/her capacity as:

Signature:

1. The list of information required by RTE to establish a Participation Agreement or Agreements is available on the RTE Website or can be sent by RTE on simple request.

ANNEXE C2. CUSTOMER QUESTIONNAIRE

This questionnaire is intended to verify the applicant's reliability.

The BRP has a right to access and rectify the personal information provided on this form. To this end, the BRP will contact its "contact for all correspondence", whose contact details can be found in his Participation Agreement.

General information		
1.1	Company name	
1.2	Head office address	
1.3	Address for operations	(If different from above)
1.4	EAN Code / Intracommunity VAT No.	
1.5	Names of legal representatives	Provide the complete list of senior executives or members of the board of directors, specifying for each the name as shown in the passport, the date of birth and nationality
1.6	Telephone (switchboard)	
1.7	Contact details for the questionnaire signatory	Indicate the telephone no. and email address of the questionnaire signatory
1.8	Website	
1.9	Company status	

1.10	Creation date	
1.11	Place and date of company registration	
1.12	Declared company object	
1.13	Employees	Provide the number of employees: Are some of your employees employed by another company? If yes, specify the number of employees concerned and the other company(ies) concerned (name of the company, country of registration, VAT no., company's object).
1.14	Company capital	
1.15	Total company balance sheet	
1.16	Who are the main shareholders?	Provide a list of the shareholders who hold, directly or indirectly, more than 10% of the company (companies, individuals). Specify: - for companies: the company name, country of registration, VAT no., the company's object - for individuals: the name as given on the passport, date of birth, nationality

1.17	Information on developments in shareholder and capital structure over the last three years	
1.18	Mandatory certification of accounts in accordance with legislation in force	☐no ☐yes
1.19	Company responsible for certification of accounts	Give the name and contact details of the certification body
1.20	Name and address of the BRP's bank	
1.21	Legal procedures	Has the company ever been the subject of bankruptcy, receivership or winding-up proceedings? If so, please specify:
1.22	Internal risk management	Does the company have an internal risk management policy? ☐yes If yes, it is possible to specify below the areas where this policy applies (example of internal Money-laundering policy, Market abuse, Know Your Customer, Code of Conduct, Anti-corruption): ---------- ☐no

ACTIVITIES

2.1	Main activities of the company	☐ Financial or insurance activities ☐ Industrial activities ☐ Commercial and trading activities ☐ Local authority or public body ☐ Energy consumer ☐ Energy supplier (end customers) ☐ Other (please specify): etc.
2.2	Detailed description of activities	
2.3	Experience of the company or its senior managers on the electricity market	Number of years: Provide a detailed description of experience:
2.4	How is the company organised?	Describe the structures dedicated to market activity (organisational structure, number of people, IT tools used, etc.)
2.5	Is it a member of any professional associations?	☐no ☐yes If so, please specify:

2.6	Description of activity in the French market	Exchange: ☐already active ☐activity planned ☐activity not planned OTC: ☐already active ☐activity planned ☐activity not planned Interconnections: ☐already active ☐activity planned ☐activity not planned if so, please specify at which borders Balancing Mechanism: ☐already active ☐activity planned ☐activity not planned Other (please specify):
2.7	Is it active in other energy, goods or financial markets?	☐no ☐yes If yes, please specify which ones and in which countries:
2.8	Does it have any other BRP contract (in another country)?	☐no ☐yes If so, please specify with which TSO or participant responsible for balancing flows in a system
2.9	Does it provide any frequency containment or automatic frequency restoration reserves in another country?	☐no ☐yes If so, please specify which and since when:

2.10	Is it active on foreign exchanges?	☐no ☐yes If yes, please specify which market(s), which country and since when:
2.11	Description of typical customer profile and if possible provide names	
2.12	Description of the different types of production asset	

3 REASONS

3.1	Reasons for which the company wishes to access the French electricity market	
3.2	Estimate of global activity in the French electricity market	Provide an estimate of mean extraction power

I hereby declare that all of the answers provided in this questionnaire are accurate and that none of the required information has been omitted.

I agree to update the answers provided in this questionnaire if the company changes hands.

I agree to respond to any further questions RTE may have in the future.

Signed in ...

On ../../20..

Name and signature of the company's legal representative (*):

(*): Provide evidence of the powers of representation of the company (e.g. Kbis extract) and a copy of an official document identifying the company's legal representative (e.g. passport, national identity card, etc.).

ANNEXE C3. AGREEMENT OF PARTICIPATION, WITH BRP STATUS, IN THE TERMS AND CONDITIONS RELATING TO THE BALANCE RESPONSIBLE PARTY SYSTEM

No. BRP_YYMM_XXXX

BETWEEN:

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

Hereinafter referred to as the "**BRP**",

OF THE FIRST PART,

AND

RTE Réseau de Transport d'Électricité, limited company governed by supervisory board and executive board, with capital of 2,132,285,690 Euros, registered in the Trade and Business Register of Nanterre under number 444 619 258, with head office located at Immeuble WINDOW - 7C, Place du Dôme 92073 Paris la Défense Cedex, represented by [**Ms/Mr]** **[full name]**, Director of the Department, duly authorised for this purpose,

hereinafter referred to as "**RTE**"

OF THE SECOND PART,

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

The following has been decided and agreed upon:

1. Purpose

By signing this Participation Agreement, XXXXX declares that it acquires the status of BRP.

The Parties declare that they are fully aware of the following:

- Articles 1 to 5 of Section 1 of the Terms and Conditions;
- Chapters A, B, and C of Section 2 of the Terms and Conditions;
- IS access Terms and Conditions.

These Terms and Conditions may be freely consulted on RTE's website: www.rte-france.com

They declare that they accept the aforementioned texts and shall comply with these Provisions.

2. Provision of bank Guarantee

The BRP provides RTE with a Bank Guarantee in accordance with the provisions of Article C.4 of Section 2 of the Terms and Conditions.

3. Contractual documents binding the Parties

The contractual documents binding the Parties are as follows:

- the present Participation Agreement;
- Articles 1 to 5 of Section 1 of the Terms and Conditions;
- Chapters A, B, and C of Section 2 of the Terms and Conditions;
- IS access Terms and Conditions.

These documents, completely and exclusively, form the agreement between the Parties relating to the BRP system. They cancel and replace any previous letters, proposals, offers and agreements pertaining to the same object.

The contractual documents listed above are classed as follows, in decreasing order of precedence:

- the Participation Agreement;
- the documents attached to the application form in Annexe C1 of Section 2 of the Terms and Conditions;
- Articles 1 to 5 of Section 1 of the Terms and Conditions, Chapters A, B and C of Section 2.

4. Payment terms

The BRP chooses:

- ☐ direct debit. It sends RTE a SEPA direct debit order, in accordance with the model attached in 0 of Section 2 of the Terms and Conditions, duly completed and signed.
- ☐ Payment by bank transfer

5. Bank details

5.1. The BRP's bank details

5.2. RTE's (Réseau de Transport d'Electricité) bank details:

Société Générale

BIC-SWIFT ADDRESS: SOGEFRPP

Payment account:	
IBAN	FR76 3000 3041 7000 0201 2254 973
Account for incoming payments:	
IBAN	FR76 3000 3041 7000 0201 2254 973

6. Correspondence

Any Notification given by one Party to the other under the terms of the present Participation Agreement will be sent to the contacts designated below.

The BRP agrees to inform RTE of any change in the contact persons detailed hereafter until all invoices issues by RTE for execution of this contract have been paid.

For the BRP

For the attention of

Address:

Telephone:

Fax:

Email:

For RTE:

For the attention of

Address:

Telephone:

Fax:

Email:

6.1. Technical contacts for the BRP

Contact for invoicing:

Contact	
Postal address for invoices	
Telephone	
Fax	
Email	

Contact for changes to the Perimeter:

Contact	
Address	
Telephone	
Fax	
Email	

Contact for Detailed Data:

Contact	
Address	
Telephone	
Fax	
Email	

Contact for Scheduling Block Exchanges on D-1:

Contact	
Address	
Telephone	
Fax	
Email	

Contact for intraday Scheduling of Block Exchanges:

Contact	
Address	
Telephone	
Fax	
Email	

Contact for Scheduling Block Exchanges outside ~~working~~ Business Days/Hours:

Contact	
Address	

Telephone	
Fax	
Email	

**Indicate which of the aforementioned Contacts is the authorised Contact for the customer services portal.*

6.2. Technical contacts for RTE

Contact for all correspondence:

Contacts	
Address	
Telephone	
Fax	
Email	

Contact for changes to the Perimeter:

Contacts	
Address	
Telephone	
Fax	
Email	

Contact for disputes concerning the invoice or credit invoice:

Contacts	
Address	
Telephone	
Fax	
Email	

Contact for Scheduling Block Exchanges on D-1:

Contacts	
Telephone	
Email	

Contact for intraday Scheduling of Block Exchanges:

Contacts	
Telephone	
Email	

7. Effective date, duration and cancellation of the Participation Agreement

The present Participation Agreement takes effect on …/…/201….

It is signed for an indeterminate period.

It may only be terminated under the conditions stipulated in Article C.7 of Section 2 of the Terms and Conditions.

Drawn up in two original copies,

For RTE	For the BRP
Name and position of representative:	Name and position of representative:
in……..	in……
Sales and Marketing Director	……..
On ../../201..	On ../../201..
Signature:	Signature:

ANNEXE C4. TEMPLATE - FIRST DEMAND BANK GUARANTEE

[_____]1 a company incorporated under [_____] law2, with its registered offices at [_____], represented by [_____]3 (the "Guarantor") promises irrevocably and unconditionally, on behalf of [_____]4, a company incorporated under [_____] law5 (registration number [_____]) (the "Originator"), to pay to RTE Réseau de transport d'électricité, limited company governed by supervisory board and executive board, with capital of 2,132,285,690 Euros, registered in the Trade and Business Register of Nanterre under number 444 619 258, its registered offices being located at immeuble WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex, (the "Beneficiary"), independently of the validity and legal effects of the Participation Agreement with the status of

BRP no. [_____]67 signed by the Originator (the "Agreement"), on first demand, in accordance with the conditions below and without asserting any exception or objection, resulting from the Agreement, any sum up to a maximum amount of: ……[_____]8, including interest, costs and ancillary charges, (the "Guaranteed Amount").

This is a bank guarantee on first demand as per Article 2321 of the French Civil Code.

The amendment or disappearance of the links or factual or legal relations that may currently exist between the Guarantor and the Instructing Party shall not release us from this guarantee.

All the provisions of this commitment shall retain their full effect regardless of the financial and legal evolution of the Instructing Party.

The present first demand Bank Guarantee may be invoked as of .../.../20.. until ../../20.. inclusive (the "Expiry Date").

We must receive the request for payment by registered letter with acknowledgement of receipt (the "Letter of Invocation of Bank Guarantee") no later than the Expiry Date. Any Bank Guarantee invoked before the expiry date must be paid by the Guarantor in accordance with the provisions set forth in the "Letter of Invocation of Bank Guarantee").

If the guarantee is not invoked prior to the expiry date, the present Bank Guarantee on first demand shall cease to apply upon the Expiry Date.

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1 Corporate name of the banking institution or insurance company issuing the Bank Guarantee
2 Applicable law in the territory in which the Guarantor's registered head office is located
3 Name of the authorised representative of the Guarantor
4 Company name of the Originator
5 Applicable law in the territory in which the Originator's registered head office is located
6 Number and effective date of the Agreement
7 Status of the participant
8 Amount of first demand Bank Guarantee

The Guarantor hereby undertakes to effect payment of the Guarantee Amount within ten (10) Business Days following reception of the Letter of Invocation of Guarantee. He will carry out this payment in compliance with the instructions contained in the Letter of Invocation of Guarantee.

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

French law governs the present Guarantee. For interpretation and execution of the present document, the Commercial Court of Paris will be competent.

Signed in ……., on …/…/20….

Signature of Guarantor,

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

To be sent to the following address: RTE - Service Commercial St Denis, Bâtiment La Rotonde, 22 boulevard Finot, 93200 Saint-Denis Cedex, France

ANNEXE C4. BIS Amendment to the Bank Guarantee Model

On date[_____][9] **a company [_____]**[10]**, with headquarters located [_____], represented by [_____]**[11] **(the "Guarantor") hereby undertakes, irrevocably and unconditionally, on behalf and for account of [_____]**[12]**, company [_____]**[13] **(registration number [_____]) (the "Originator") to pay RTE Electricity transmission network, limited liability company with a board of directors and a supervisory board with a share capital in the amount of 2.132.285.690 euros, registered with the trade and companies register of Nanterre under number 444 619 258, with headquarters located at Immeuble WINDOW - 7C, Place du Dôme 92073 La Défense, (the "Beneficiary"), independently of the validity and legal effects of the contract or Participation Agreement as [_____]**[14] **n° [_____]**[15] **signed by the Originator (the "Agreement"), on first request, in accordance with the terms and conditions below and without raising exceptions or objections, resulting from the Agreement, any amount up to a maximum limit of: ……[_____]**[16] **, interest, expenses and incidentals included (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 DD/MM/YYYY to DD/MM/YYYY**
- **The Guaranteed Amount is** [_____][19]
- **Other**

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

---

[9] Company name of the banking establishment or insurance company issuing the Bank Guarantee.
[10] Law applicable within the territory of the Guarantor's headquarters.
[11] Name of the authorised representative of the Guarantor
[12] Name of the Originator
[13] Law applicable on the territory of the Originator's headquarters.
[14] Professional title of the participant.
[15] Number and effective date of the Agreement.
[16] First demand Bank Guarantee amount.
[17] Amendment number.
[18] First demand Bank Guarantee number.
[19] Bank Guarantee Amount as amended by the amendment.

Signed on _____ DD/MM/YYYY

Signature of Guarantor,

[Specify company name, represented by (name, status)]

Send to the following address: RTE - Service Commercial St Denis, Bâtiment La Rotonde, 22 boulevard Finot, 93200 Saint-Denis Cedex, France

ANNEXE C5. MODEL LETTER OF INVOCATION OF BANK GUARANTEE

REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT

[_____]20
[_____]21

On [_____]22

Re: Your First Demand Bank Guarantee

Dear Sirs,

We write with reference to the first demand Bank Guarantee, which your banking establishment issued to us on [_____]23 (the "Guarantee").

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

We hereby request that you honour your undertaking as Guarantor and pay to us, by crediting our account n°[_____]24 held with [_____]25, the sum of [_____]26 Euros.

We remind you that under the terms of the Bank Guarantee on first demand issued on XXXX, we must receive this payment within ten (10) Business Days following receipt of this Letter of Invocation of Bank Guarantee.

Furthermore, for your full information, we inform you that as of today, the Principal [_____]27 has breached the terms of its Participation Agreement with BRP status no. (XXXX)28.

[_____]29

[_____]30

---

20 Corporate name of the banking institution or insurance company issuing the Bank Guarantee on first demand.
21 Address of the banking institution issuing the Bank Guarantee on first demand.
22 Dispatch date of the Letter of Invocation of Bank Guarantee.
23 Date of issue of the first demand Bank Guarantee.
24 Indicate RTE's bank account number.
25 Indicate the name and address of the bank or insurance company with which the above account is held
26 Amount requested
27 Company name of the BR
28 PA reference
29 Surname, First name and title of signatory
30 Signature

ANNEXE C6. DECLARATION OF THE BALANCE PERIMETER ON THE PTS

BALANCE PERIMETER OF [FULL NAME]

under a Participation Agreement with the status of BRP

No. BRP_YYMM_XXXX

- Consumption Sites concerned by a Transmission System Access Contract or a Metering Data Service Contract with RTE or a Single Contract:

Name of the Site	Date of attachment to the Balance Perimeter

- Injection Sites concerned by a Transmission System Access Contract or a Metering Data Service Contract with RTE or Generation Facilities covered by a Metering Data Service Contract with RTE:

Name of the Site/Name of the Generation Facility	Date of attachment to the Balance Perimeter

- Generation Units belonging to an Injection Site with a Transmission System Access Contract or a Metering Data Service Contract with RTE or Generation Facilities covered by a Metering Data Service Contract with RTE:

Name of GU	Date of attachment to the Balance Perimeter

- Auxiliaries belonging to an Injection Site with a Transmission System Access Contract or a Metering Data Service Contract with RTE or Generation Facilities covered by a Metering Data Service Contract with RTE:

Name of GU	Date of attachment to

	the Balance Perimeter

- Loss Purchase Contracts:

Contract no.	Date of attachment to the Balance Perimeter

- Activity on the electricity Short Term Market of the reference exchange on the French electricity market: YES ☐ NO ☐

- Activity on the electricity Futures Market of the reference exchange on the French electricity market: YES ☐ NO ☐

- Injections or Consumptions for ARENH Rights: YES ☐ NO ☐

- Transactions as part of the Participation Agreement(s) for Exports and Imports:

Name	Transaction no.	Date of attachment to the Balance Perimeter

- BRP-PTS Block Exchange Notifications:

Sites	Date of attachment to the Balance Perimeter

- Retained Load-Reduction Schedules, Achieved Load Reduction Time Series, Retained Shifted Consumption Schedules and Achieved Shifted Consumption Time Series from attached Demand Response Aggregators:

Name of the Demand Response Aggregator	Date of attachment to the Balance Perimeter

Signed in ……., on …/…/20….

Name:

In his/her capacity as:

Signature:

ANNEXE C7. AGREEMENT FOR ATTACHMENT OF AN INJECTION OR CONSUMPTION ELEMENT TO THE PERIMETER OF A BALANCE RESPONSIBLE PARTY

BETWEEN:

XXXXX [***give full name]***, a company ***[give legal form]***, with capital of ____ Euros, its registered offices being located at ***[give full address]***, registered in the Trade and Companies Register of [***give name of town]*** under the number ***[give SIRET no.]***, *and for which the EIC code is* ***[EIC code],***

in its capacity as a Balance Responsible Party, holder of a Participation Agreement No. **[give number]** signed with RTE on __/__/20__,

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

OF THE FIRST PART,

AND

YYYYY [***give full name]***, a company ***[give legal form]***, with capital of ____ Euros, its registered offices being located at ***[give full address]***, registered in the Trade and Companies Register of [***give name of town]*** under the number ***[give SIRET no.]***,

in its capacity as Market Participant,

represented by Mr/Ms ***[give name and function of 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:

[Tick as appropriate]

- ☐ the Injection Site or Generation Facility ***[give the name, address and detailed data code[31]]***
- ☐ if the Market Participant has opted for the procedure set out in Article C.8.3.5 of Section 2 of the Terms and Conditions, the Generation Unit(s) ***[indicate the detailed data code]*** belonging to the Injection Site or the Generation Facility [***give the name and address]***
- ☐ if the Market Participant has opted for the procedure set out in Article C.8.3.5 of Section 2 of the Terms and Conditions, the Auxiliaries ***[indicate the detailed data code]*** belonging to the Injection Site or the Generation Facility [***give the name and address]***
- ☐ the Consumption Site of ***[give the name, address and detailed data code]***

  [For the previous options, tick the relevant box]

  - ☐ for which YYYYY holds a CART no. _____ with RTE dated __/__/20__

[31] The User can obtain this detailed data code (or site code) either from the personal customer portal or from its usual RTE contact.

- ☐ connected to the main customer ***[indicate the holder of the CART]*** and for which YYYYY holds a Metering Data Service Contract no. _____ with RTE dated __/__/20__

☐ the Transaction [***give transaction number]***, pursuant to the Participation Agreement for participating in the Terms and Conditions on Access to the FPTS for Exports and Imports No. AI_YYMM_XXXX ***[give number]*** signed between YYYYY and RTE, dated __/__/20__

☐Loss Purchase Contract _____ ***[give contract number]***, signed between YYYYY and RTE, dated __/__/20__

☐ the Retained Load-Reduction Schedules, Achieved Load-Reduction Time Series, Retained Shifted Consumption Schedules and Achieved Shifted Consumption Time Series from Remotely Read, Profiled, and Corrected Remotely-Read DREs of the Demand Response Aggregator YYYY's Load Reduction Perimeter, holder of a Participation Agreement as Demand Response Aggregator status No. ***[give the number]*** between YYYYY and RTE, dated …/…/201… .

☐ The Imbalance at Borders ***[state the CART NEI contract number];***

Will be attached to the Balance Responsible Perimeter of XXXXX.

The diagram of the Sites and the nomenclature of the metering data, as well as the detailed energy data formulae for the Balance Responsible Party (appended to the CART or the Metering Data Service Contract signed with RTE), must be appended to this Attachment Agreement. Any request to update these elements should first be sent by the Site to its Balance Responsible Party, including within the context of a subscription, modification or termination of a Metering Data Service Contract.

YYYYY agrees to inform XXXXX of the signing of any Metering Data Service Contract involving the Site that is the subject of this attachment agreement. XXXXX recognises that the lack of attachment to a Balance Perimeter of a Site or of a Generation Facility with a detailed data service contract involves termination of the Metering Data Service Contract and the attachment of the Site's flows or Generation Facility that were initially part of the detailed data service to its Balance Perimeter. In the event of failure of a metered Site or Generation Facility to attach to a Balance Perimeter, YYYY undertakes to inform XXXXX.

[If this agreement involves the attachment of a *Generation* ***Unit]*** XXXXX's Balance Perimeter is likely to be changed by RTE according to the conditions set out in Article C.8.3.5~~C.8.3.5~~ of Section 2 of the Terms and Conditions.

The effective date of this attachment is that resulting from application of Articles C.8.2.2~~C.8.2.2~~ and C.8.3.1~~C.8.3.1~~ of Section 2 of the Terms and Conditions, i.e. __/__/20__.

[Where applicable, if there are no dedicated Metering Installations] The flows relating to the aforementioned elements are calculated by applying the detailed data formula appended to this Attachment Agreement.

Furthermore,

XXXXX and YYYYY agree that RTE transmits to XXXXX:

- Injections by 10-minute Intervals of the Injection Sites or Generation Facilities of YYYYY, which hold a Transmission System Access Contract or a Metering Data Service Contract with RTE if relevant;
- if the Market Participant has opted for the procedure set out in Article C.8.3.5 of Section 2 of the Terms and Conditions, the Injections by 10-minute intervals of YYYYY's GUs belonging to the Injection Site or the Generation Facility if relevant;
- if the Market Participant has opted for the procedure set out in Article C.8.3.6 of Section 2 of the Terms and Conditions, the Consumptions by 10-minute intervals of YYYYY's Auxiliaries belonging to the Injection Site or the Generation Facility if relevant;
- Adjusted Consumption by 10-minute Intervals of the Consumption Sites of YYYYY, which hold a Transmission System Access Contract or a Metering Data Service Contract with RTE if relevant.

[If applicable] YYYYY authorises XXXXX access to the Physical Metering Data of the Metering Installations of the Sites mentioned above.

[If ***applicable for one or several Site(s) holding a Transmission System Access Contract and which has no Metering Data Service Contract connected on its/their internal installations]*** YYYYY authorises XXXXX access to the Raw Metering Data of the Metering Installations of the Sites mentioned above. YYYYY recognizes that it remains solely responsible for the consequences arising from the transmission of the Raw Metering Data to a third party and declares that this transmission respects the principles of competition law. In addition, in the event of a new Site with a Metering Data Service Contract connected to internal installations of YYYYY subsequent to the signing of the present Annexe, YYYYY undertakes to inform RTE if it does not obtain the agreement of the new holder for the transmission of Raw Metering Data to XXXXX so that RTE may cease the transmission of this data to XXXX.

[If applicable for one or several Site(s) having one or several Site(s) with a Metering Data Service Contract and connected to its/their internal installations] YYYYY declares that it has obtained the prior authorisation of the potential Sites with Metering Data Service Contract connected to its internal installations to allow XXXXX access to the Raw Metering Data of the metering Installations of the Sites mentioned above. YYYYY recognizes that it remains solely responsible for the consequences arising from the transmission of the Raw Metering Data to third parties and declares that this transmission respects the principles of competition law. In addition, in the case of a new Site under a Metering Data Service Contract or of the assignment of rights by one of the Sites mentioned above of its Transmission System Access Contract or Metering Data Service Contract subsequent to the signing of the present Annexe, YYYYY undertakes to inform RTE if it does not obtain the agreement of the new holder or the assignee for the transmission of Raw Metering Data to XXXXX so that RTE may cease the transmission of this data to XXXX.

[Tick if applicable]

☐ YYY acknowledges and accepts that the access codes to the Raw Metering Data of the Sites mentioned above may be changed as from the date of this Attachment Agreement to ensure the confidentiality of the metering data of YYY.

XXXXX recognises that the Generation Site, the Generation Unit or the Consumption Site may participate in the Balancing mechanism in accordance with the Terms and Conditions, and/or the Frequency Ancillary Services in accordance with the Frequency Ancillary Services Terms and Conditions and/or demand response participation in energy markets in accordance with the NBEF Terms and Conditions. In this case, the Imbalance of XXXXX may need to be changed in accordance with the Terms and Conditions.

The present Attachment Agreement is signed for an indeterminate period.

It may be cancelled by either Party at any time, in accordance with the conditions set down in Article C.8.3~~C.8.3~~ of Section 2 of the Terms and Conditions.

Drawn up in two original copies,

For XXXX	**For YYYY**
In……..	In……..
On ../../20..	On ../../20..
Name and position of representative:	Name and position of representative:
Signature:	Signature:

Appendices: Site diagram, nomenclature of metering data and detailed energy data formulae for the Balance Responsible Party

ANNEXE C7. AGREEMENT FOR THE ATTACHMENT OF A GENERATION OR CONSUMPTION ELEMENT TO THE PERIMETER OF A BALANCE RESPONSIBLE PARTY BIS

BETWEEN

The company **[Company Name]** with Energy Identification Code (EIC) ***[EIC Code]***,

in its capacity as a Balance Responsible Party, represented by ***[full name of signatory]*** (***[Email of signatory]***), duly authorised for this purpose,

OF THE FIRST PART,

AND

The company ***[Company Name]*** with Energy Identification Code (EIC) ***[EIC Code],***

in its capacity as a Participant, represented by ***[full name of signatory]*** (***[Email of 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:

All words or phrases used in this Agreement which begin with upper case letters have the meanings attributed to them in Article A of Section 2 of the Terms and Conditions relating to the Balance Responsible Party system.

1. The Balance Perimeter with EIC code ***[EIC code of the Balance Perimeter]*** of ***[BRP Company Name]*** is made up of the following elements:

☐ The Generation Site, the Generation Facility or the Generation Units belonging to the Generation Site or Generation Facility ***[Site Metering Code[32]] [Site Name] [Site Address]***

☐ the Auxiliaries (in the case where the Market Participant has opted for the procedure laid down in Article C.8.3.5 of Section 2 of the Terms and Conditions[33]) ***[Metering Code]*** belonging to the Generation Site or Generation Facility ***[Site Name] [Site Address]***

☐ the Consumption Site ***[Site Metering Code] [Site Name] [Site Address]***

[32] The market participant may contact its usual RTE person for information on this code

[33] If the market participant wishes to opt for the procedure provided for in Article C.8.3.5 of Section 2 of the Terms and Conditions, but the Auxiliaries and Generation Units belonging to the Generation Site or Generation Facility cannot be distinguished by different metering codes, the user should contact their usual RTE person

- ☐ the Transaction ***[Transaction no.]***, in application of the Participation Agreement to the Terms and Conditions for access to the FPTS for Exports and Imports no.***[Participation Agreement]*** entered into between ***[Company Name of Transaction Holder]*** and RTE, dated ***[Date Signature Participation Agreement]***
- ☐ the Purchase Contract of Losses ***[Purchase Contract of Losses no.]***, signed between ***[Loss Purchase holder]*** and RTE, dated ***[Date Signature Contract]***
- ☐ the Retained Load-Reduction Schedules, Achieved Load-Reduction Time Series, Retained Shifted Consumption Time Series and Achieved Shifted Consumption Time Series from Remotely Read DREs, Profiled DREs, and Corrected Remotely-Read DREs of the Demand Response Aggregator's Load Reduction Perimeter ***[Demand Response Aggregator Company Name]***, holder of a Participation Agreement as Demand Response Aggregator no. ***[Participation Agreement]*** entered into with RTE, dated ***[Date Signature Participation Agreement]***
- ☐ the Imbalance at Borders ***[Date Signature CART NEI references]***.

If the Balance Perimeter includes a Generation Unit, the Balance Perimeter of ***[BRP Company Name]*** is likely to be modified by RTE following the conditions laid down in Article C.8.3.5 of the Section 2 of the Terms and Conditions.

2. The date of effect of attachment is the date resulting from the application of Articles **C.8.2.2**~~**C.8.2.2**~~ and C.8.3 of Section 2 of the Terms and Conditions, i.e.: ***[Date of Effect].***

3. The diagram of the Sites and the nomenclature of the Metering Installations, as well as the Energy Metering formulae for the Balance Responsible Party (appended to the CART or the Metering Data Service Contract signed with RTE), must be sent by the Site to the Balance Responsible Party.
   Any request to update these elements should first be sent by the Site to its Balance Responsible Party, including within the context of a subscription, modification or termination of a Metering Data Service Contract.

4. ***[Site Company Name]*** agrees to inform ***[BRP Name]*** of the signing

   of any Metering Data Service Contract involving the Site that is the subject of this attachment agreement. ***[BRP Company Name]*** recognises that the lack of attachment to a Balance Perimeter of a metered Site or Generation Facility involves termination of the Metering Data Service Contract and the attachment of the Site or Generation Facility's flows that were initially metered at its Balance Perimeter. . In the event of failure of a metered Site or Generation Facility to attach to a Balance Perimeter, ***[Site Company Name]*** undertakes to inform ***[BRP Company Name]***.

5. ***[BRP Company Name]*** recognises that the Injection Site, Generation Unit or Consumption Site may participate in the Balancing Mechanism in accordance with the Terms and Conditions, and/or Frequency Ancillary Services in accordance with the Frequency Ancillary Services Terms and Conditions. In this case, the Imbalance in ***[BRP Company Name]*** may be modified in accordance with the Terms and Conditions.

6. ***[BRP Company Name]*** and ***[Site Company Name]*** agree that RTE submits to ***[BRP Company Name]***:

- Injections by 10-minute Intervals of Injection Sites, Generation Facilities or GUs belonging to a Generation Site or Generation Facility of ***[Site Company Name]*** which hold a Transmission System Access Contract or a Metering Data Service Contract with RTE if relevant;
- Adjusted Consumption by 10-minute Intervals of the Consumption Sites or Auxiliaries of ***[Site Company Name]***, which hold a Transmission System Access Contract or a Metering Data Service Contract with RTE if relevant.

The transmission of the Metering Data (Raw Metering Data and/or Validated Metering Data) and the Physical Data (raw and/or validated) to the Balance Responsible Party requires authorisation from ***[Site Company Name]*** via the customer service portal.

☐ ***[Site Company Name]*** acknowledges and accepts that the access codes to the Raw Metering Data of the Sites mentioned above (for the remotely read[34]) may be changed on the date of effect of this Attachment Agreement to ensure the confidentiality of the Metering Data of ***[Site Company Name]***.

For a site with a Transmission System Access Contract and with no Site with a Metering Data Service Contract connected to its/their internal installations*:*

[Site Company Name] authorises RTE to transmit these access codes (for the remotely read) to ***[BRP Company Name]***. ***[Site Company Name]*** acknowledges that it is solely responsible for the use and transmission by itself or, where appropriate, by its designated third parties, of the Raw Metering Data. The use and dissemination of such data shall be the responsibility of [***[Site Company Name]***, solely responsible for damages of any kind, direct or indirect, suffered by themselves or caused to a third party and arising out of or in connection with the use or the transmission of the Raw Metering Data. ***[Site Company Name]*** undertakes that any use and transmission of Raw Metering Data shall respect the principles of competition law In addition, in the event of a new Site under a Metering Data Service connected to the internal installations of ***[Site Company Name]*** subsequent to the signing of the present Annexe,***[Site Company Name]*** undertakes to inform RTE if it does not obtain the agreement of the new holder for the transmission of Raw Metering Data to ***[BRP Company Name***] so that RTE can change the access codes (for the remotely read) of these data.

For a Site with one or several Site(s) under a Metering Data Service Contract connected to its internal installations:

[Site Company Name] authorises RTE to transmit these access codes (for the remotely read) to ***[BRP Company Name]***. ***[Site Company Name]*** declares that it has obtained prior authorisation from Sites under Metering Data Service Contract connected to its internal installations allowing it to authorise ***[BRP Company Name]*** to access the Raw Metering Data of the Metering Installations

[34] If this check box is selected, RTE will transmit the access codes for remote meter reading to the balance responsible parties, granting access to the Raw Metering Data of the above sites for meters not yet equipped with IP technology.

of the above Sites. ***[Site Company Name]*** acknowledges that it is solely responsible for the use and transmission by itself or, where appropriate, by its designated third parties, of Raw Metering Data. The use and dissemination of such data shall be the responsibility of **[*Site Company Name]***, solely responsible for damages of any kind, direct or indirect, suffered by themselves or caused to a third party and arising out of or in connection with the use or the transmission of Raw Metering Data***.** ***[Site Company Name]*** undertakes that any use and transmission of Raw Metering Data shall respect the principles of competition law. In addition, in the event of a new Site under a Metering Data Service Contract or of termination by one of the Sites mentioned above of its Transmission System Access Contract or Metering Data Service Contract subsequent to the signing of this Annexe,***[Site Company Name]*** undertakes to inform RTE if it does not obtain the agreement of the new holder or the assignee for the transmission of Raw Metering Data to ***[BRP Company Name*****]** so that RTE can change the access codes (for the remotely read) of these data.

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

It may be terminated at any time by any of the Parties, following the conditions laid down in Article C.8.3 of Section 2 of the Terms and Conditions.

For ***[site Company Name]***	for ***[BRP Company Name]***
On ***[Date]***	On ***[Date]***
[Full Name]	***[Full Name]***

ANNEXE C8. FORM INDICATING CHANGE OF BALANCE RESPONSIBLE PARTY BY A MARKET PARTICIPANT

I, the undersigned ***[give first name and surname of person]***, ***[give function of person]***,

Duly authorised representative of the company ***[give legal form]*** YYYYY with capital of ____ Euros, its registered offices being located at ***[give full address]***, registered in the Trade and Companies Registry of ***[give town]*** under number ***[SIRET no.]***,

in its capacity as Market Participant,

notifies RTE, in accordance with Article C.8.3.2~~C.8.3.2~~ of Section 2 of the Terms and Conditions, that:

[Tick as appropriate]

☐ the Injection Site or Generation Facility ***[give the name, address and detailed data code[35]]***

☐ if the Market Participant has opted for the procedure set out in Article C.8.3.5 of Section 2 of the Terms and Conditions, the Generation Unit(s) ***[indicate the detailed data code]*** belonging to the Injection Site or the Generation Facility [***give the name and address]***

☐ if the Market Participant has opted for the procedure set out in Article C.8.3.5 of Section 2 of the Terms and Conditions, the Auxiliaries ***[indicate the detailed data code]*** belonging to the Injection Site or the Generation Facility [***give the name and address]***

☐ the Consumption Site of ***[give the name, address and detailed data code]***

[For the previous options, tick the relevant box]

- ☐ for which YYYYY holds a CART no. _____ with RTE dated __/__/20__
- ☐ connected to the main customer ***[indicate the holder of the CART]*** and for which YYYYY holds a Metering Data Service Contract no. _____ with RTE dated __/__/20__

☐ the Transaction [***give transaction number]***, pursuant to the Participation Agreement for participating in the Terms and Conditions on Access to the FPTS for Exports and Imports No. AI_YYMM_XXXX ***[give number]*** signed between YYYYY and RTE, dated __/__/20__

☐ Loss Purchase Contract ***[give contract number]***, signed between YYYYY and RTE, dated __/__/20__

☐ the Retained Load-Reduction Schedules, Achieved Load-Reduction Time Series, Retained Shifted Consumption Schedules and Achieved Shifted Consumption Time Series from Remotely-Read, Profiled and Corrected Remotely-Read DREs of the DSMO YYYY's Load Reduction Perimeter, holder of a Participation Agreement with DSMO status No. ***[give the number]*** between YYYYY and RTE, dated …/…/201… .

☐ the Imbalance at Borders ***[state the CART NEI contract number]***.

will no longer be attached to the Balance Responsible Perimeter of XXXXX,

_____

[35] The User can obtain this detailed data code (or site code) either from the personal customer portal or from its usual RTE contact.

(Except for application of the dual attachment procedure described in Article C.8.3.5 of Section 2 of the Terms and Conditions]

and will be attached to the Balance Responsible Perimeter of ZZZZZ.

[For an Injection Site wishing to switch from single to dual attachment in application of Article C.8.3.5. of Section 2 of the Terms and Conditions]

the Generation Unit(s) and the Auxiliaries belonging to the Injection Site or the Generation Facility ***[give the name and address]***

[Tick as appropriate]

☐ for which YYYYY holds a CART no. _____ with RTE dated __/__/20__

☐ connected to the main customer ***[indicate the holder of the CART]*** and for which YYYYY holds a Metering Data Service Contract no. _____ with RTE dated __/__/20__

will be attached to the Balance Perimeters of AAAAA and BBBBB.

[Tick if applicable]

☐ I acknowledge and accept that the access codes to the Raw Metering Data of the Sites mentioned above may be changed as from the date of the new attachment which is the subject of this form to ensure the confidentiality of the metering data.

The effective date of this attachment is that resulting from application of Article C.8.3.2~~C.8.3.2~~ of Section 2 of the Terms and Conditions, i.e. __/__/20__ .

Drawn up in _____, on __/__/20__

For YYYYY

Name:

Signature:

ANNEXE C8. FORM INDICATING CHANGE OF BALANCE RESPONSIBLE PARTY BY A MARKET PARTICIPANT BIS

I the undersigned ***[Full Name of signatory]*** (***[Email of signatory]***),

Duly authorized representative of the company ***[Company Name]*** with Energy Identification Code (EIC) ***[EIC Code]***, in its capacity as a Participant,

notify RTE, in accordance with Article C.8.3.2 of Section 2 of the Terms and Conditions, that:

- ☐ The Generation Site, the Generation Facility or the Generation Units belonging to the Generation Site or Generation Facility ***[Site Metering Code[36]] [Site Name] [Site Address]***
- ☐ The Auxiliaries (in the case where the Market Participant has opted for the procedure laid down in Article C.8.3.5 2 of the Terms and Conditions) ***[Metering Code]*** belonging to the Generation Site or Generation Facility ***[Site Name] [Site Address]***
- ☐ The Consumption Site ***[Site Metering Code] [Site Name] [Site Address]***
- ☐ the Transaction ***[Transaction no.]***, in application of the Participation Agreement to the Terms and Conditions for access to the FPTS for Exports and Imports no.***[Participation Agreement]*** entered into between ***[Company Name of Transaction Holder]*** and RTE, dated ***[Date Signature Participation Agreement]***
- ☐ the Purchase Contract of Losses ***[Purchase Contract of Losses no.]***, signed between ***[Loss Purchase holder]*** and RTE, dated ***[Date Signature Contract]***
- ☐ the Retained Load-Reduction Schedules, Achieved Load-Reduction Time Series, Retained Shifted Consumption Time Series and Achieved Shifted Consumption Time Series from Remotely Read, Profiled, and Corrected Remotely-Read DREs of the Demand Response Aggregator's Load Reduction Perimeter ***[Company Name of Demand Response Aggregator]***, Participation Agreement as a Demand Response Aggregator no. ***[Participation Agreement]*** entered into with RTE, on ***[Date Signature Participation Agreement]***
- ☐ The Imbalance at Borders ***[CART NEI Contract]***.

will no longer be attached to the Balance Perimeter with EIC code ***[EIC code of the perimeter]*** of ***[BRP Company Name].***

The date of effect of attachment is the date resulting from the application of Article C.8.3.2 of Section 2 of the Terms and Conditions, i.e.: ***[Date of Effect]***.

On ***[Date]***

[36] The market participant may contact its usual RTE person for information on this code

[Full name

ANNEXE C9. FORM FOR WITHDRAWAL OF AN ELEMENT BY THE BALANCE RESPONSIBLE PARTY

I, the undersigned ***[give first name and surname of person]***,

Duly authorised representative of the company ***[give legal form]*** XXXXX with capital of ____ Euros, its registered offices being located at ***[give full address]***, registered in the Trade and Companies Registry of ***[give town]*** under number ***[SIRET no.]***, *and for which the EIC code is* ***[EIC code]***,

in its capacity as a Balance Responsible Party, holder of a Participation Agreement No. BRP_YYMM_XXXX ***[give number]*** signed with RTE on __/__/20__ ***[give date]***,

notifies RTE, in accordance with Article C.8.3.3~~C.8.3.3~~ of Section 2 of the Terms and Conditions, that:

[Tick as appropriate]

☐ the Injection Site or Generation Facility ***[give the name, address and detailed data code[37]]***

☐ if the Market Participant has opted for the procedure set out in Article C.8.3.5 of Section 2 of the Terms and Conditions, the Generation Unit(s) ***[indicate the detailed data code]*** belonging to the Injection Site or the Generation Facility [***give the name and address]***

☐ if the Market Participant has opted for the procedure set out in Article C.8.3.5 of Section 2 of the Terms and Conditions, the Auxiliaries ***[indicate the detailed data code]*** belonging to the Injection Site or the Generation Facility [***give the name and address]***

☐ the Consumption Site of ***[give the name, address and detailed data code]***

[For the previous elements, tick the relevant box]

- ☐ for which YYYYY holds a CART no. _____ with RTE dated __/__/20__
- ☐ connected to the main customer ***[indicate the holder of the CART]*** and for which YYYYY holds a Metering Data Service Contract no. _____ with RTE dated __/__/20__

☐ the Transaction [***give transaction number]***, pursuant to the Participation Agreement for participating in the Terms and Conditions on Access to the FPTS for Exports and Imports No. AI_YYMM_XXXX ***[give number]*** signed between YYYYY and RTE, dated __/__/20__

☐ Loss Purchase Contract ***[give contract number]***, signed between YYYYY and RTE, dated __/__/20__

☐ the Retained Load-Reduction Schedules, Achieved Load-Reduction Time Series, Retained Shifted Consumption Schedules, Achieved Shifted Consumption Time Series from Remotely-Read, Profiled and Corrected Remotely-Read DREs of the DSMO YYYY's Load Reduction Perimeter, holder of a

[37] The User can obtain this detailed data code (or site code) either from the personal customer portal or from its usual RTE contact.

Participation Agreement with DSMO status No. ***[give the number]*** between YYYYY and RTE, dated …/…/201… .

☐ the Imbalance at Borders ***[state the CART NEI contract number]***.

will no longer be attached to the Balance Responsible Perimeter of XXXXX.

The effective date of the withdrawal from the Balance Perimeter is the date resulting from application of Article C.8.3.3~~C.8.3.3~~ of Section 2 of the Terms and Conditions, i.e. __/__/20__ .

Drawn up in _____, on __/__/20__

For YYYYY

Name:

Signature:

ANNEXE C9. FORM FOR WITHDRAWAL OF AN ELEMENT BY THE BALANCE RESPONSIBLE PARTY BIS

I the undersigned ***[full name of signatory]*** (***[email of signatory]***),

Duly authorized representative of the company ***[Company Name]*** with Energy Identification Code (EIC) ***[EIC Code],*** in its capacity as a Balance Responsible Party,

notify RTE, in accordance with Article C.8.3.3 of Section 2 of the Terms and Conditions, that:

- ☐ The Generation Site, the Generation Facility or the Generation Units belonging to the Generation Site or Generation Facility ***[Site Metering Code[38]] [Site Name] [Site Address]***
- ☐ The Auxiliaries (in the case where the Market Participant has opted for the procedure laid down in Article C.8.3.5 of Section 2 of the Terms and Conditions) ***[Metering Code]*** belonging to the Generation Site or Generation Facility ***[Site Name] [Site Address]***
- ☐ The Consumption Site ***[Site Metering Code] [Site Name] [Site Address]***
- ☐ the Transaction ***[Transaction no.]***, in application of the Participation Agreement to the Terms and Conditions for access to the FPTS for Exports and Imports no.***[Participation Agreement]*** entered into between ***[Company Name of Transaction Holder]*** and RTE, dated ***[Date Signature Participation Agreement]***
- ☐ the Purchase Contract of Losses ***[Purchase Contract of Losses no.]***, signed between ***[Loss Purchase holder]*** and RTE, dated ***[Date Signature Contract]***
- ☐ the Retained Load-Reduction Schedules, Achieved Load-Reduction Time Series, Retained Shifted Consumption Time Series and Achieved Shifted Consumption Time Series from Remotely Read, Profiled, and Corrected Remotely-Read DREs of the Demand Response Aggregator's Load Reduction Perimeter ***[Company Name of Demand Response Aggregator]***, Participation Agreement as a Demand Response Aggregator no. ***[Participation Agreement]*** entered into with RTE, on ***[Date Signature Participation Agreement]***
- ☐ The Imbalance at Borders ***[CART NEI Contract]***.

will no longer be attached to the Balance Perimeter with EIC code ***[EIC code of the perimeter]*** of ***[BRP Company Name]***.

The date of effect of removal from the Balance Perimeter is the date resulting from the application of Article C.8.3.3 of Section 2 of the Terms and Conditions, i.e.: ***[Date of Effect].***

On ***[Date]***

[Full name]

[38] The market participant may contact its usual RTE person for information on this code

ANNEXE C10. SEPA DIRECT DEBIT ORDER-BRP

The "SEPA direct debit order" 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 (French Electricity Transmission Network) immeuble WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex

NAME and ADDRESS OF PAYOR

Company 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)

Company name:
……

Address:
……

Postcode: ……Town/City: …… Country:
……

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

We remind you that you are entitled to be reimbursed by your bank under the conditions laid down in the agreement you have signed with it. The reimbursement request must then be presented within 8 weeks of the date your account was debited for an authorised debit.

Your rights with regard to this SEPA direct debit order are explained in a document that can be obtained from your bank. For further information, please visit www.rte-france.com.

Your Unique Order Reference will be sent to you by post before the first payment is taken.

Signed in……., on ……..

Signature:

To be returned completed and signed to the address below:

[RTE Region XXX]

[Full address]

ANNEXE C11. MODEL DECLARATION RELATING TO NOMINATIONS BY A BRP ON BEHALF OF A COMPANY

I the undersigned [**Last name First name and position of the signatory]**,

duly authorised representative, of the company **[full name]**, company **[legal form]**, with share capital of **[amount of share capital]** euros, with its head office located at **[full address]**, registered on the Trade and Companies Register of **[name of town]** under number **[SIRET No.]** with Intra-community VAT ID number **[intra-community VAT no.]**, *and for which the EIC code is **[EIC code],***

in its capacity as BRP, holder of a Participation Agreement [**No. BRP_YYMM_XXXX]** signed with RTE on **[Date]**,

Hereby notifies RTE, in accordance with Article C.10 of Section 2 of the Terms and Conditions, that it *[Check the appropriate option]*

- ☐ Will nominate volumes of:
  - ☐ Import transactions and/or Export transaction
  - ☐ Block Exchange Schedules

  [Tick as appropriate]
- ☐ Will cease to nominate volumes of
  - ☐ Import transactions and/or Export transaction
  - ☐ Block Exchange Schedules

  [Tick as appropriate]

on behalf of the company **[full name]**, company **[legal form]**, with share capital of **[amount of share capital]** euros, with its head office located at **[full address]**, registered on the Trade and Companies Register of **[name of town]** under number **[SIRET No.]** with Intra-community VAT ID number **[intra-community VAT no.]** as of **[date]**.

Additional information about the company on behalf of which the BRP can make nominations	
EAN Code / Intracommunity VAT No.	
Telephone (switchboard)	
Website	
Date of creation and place of registration if the company is not registered in France	If the company is not registered in France, please indicate the company's country, place and number of registration.
Company object	
Number of employees	
Company capital	
Total company balance sheet	

Who are the main shareholders?	Please provide a list of the shareholders who hold, directly or indirectly, more than 10% of the company (companies, shareholders, individuals)
Information on developments in shareholder and capital structure over the last three (3) years:	
Mandatory certification of accounts in accordance with legislation in force	☐yes ☐no
Company responsible for certification of accounts	Give the name and contact details of the certification body
Name and address of the company's bank	
Detailed description of activities	
Experience in the electricity market	Number of years: Provide a detailed description of experience:

Is it active in other energy, goods or financial markets?	☐no ☐yes If so, please specify which ones and in which countries:
Is it active on foreign exchanges?	☐no ☐yes If so, please specify which and since when:

Signed in……., on ……..

For **[XXXXX]**

Name and position of representative:

Signature:

ANNEXE C12. CASH SECURITY CONTRACT WITH DISPOSSESSION

No. BRP_YYMM_XXXX

BETWEEN:

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

Hereafter referred to as the "**Balance Responsible Party**",

OF THE FIRST PART,

AND

RTE Réseau de Transport d'Électricité, limited company governed by supervisory board and executive board, with capital of 2,132,285,690 Euros, registered in the Trade and Business Register of Nanterre under number 444 619 258, its registered offices being located at immeuble WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex, represented by [**Ms/Mr]** **[full name]**, Director of the Department, duly authorised for this purpose,

hereinafter referred to as "**RTE**"

OF THE SECOND PART,

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

The following has been decided and agreed upon:

1. Provision of the cash security

The purpose of this Contract is to organise the provision and the terms of operation of the cash deposit that the Balance Responsible Party gives to RTE as part of the implementation of Section 2 of the Terms and Conditions, and which constitutes cash security subject to articles 2333 et seq of the French Civil Code applicable to tangible personal property.

The Balance Responsible Party gives RTE the sum of **YYYY € [give the amount in letters, then in figures]**, to guarantee payment of sums due from the Balance Responsible Party and corresponding to its outstanding debt for implementation of the Terms and Conditions (Participation Agreement no. **BRP_YYMM_XXXX**) while waiting for the Bank Guarantee to be pledged, in accordance with the methods described in articles C.4.3, 0~~C~~.4.4, C.4.6 and C.6 of Section 2 of the Terms and Conditions.

[Determine the relevant case and remove the irrelevant ones]

[Case 1: article 0~~C.4.4~~]: As part of the provision of the Balance Responsible Party's initial Bank Guarantee, the pledge concerns the Balance Responsible Party's debt corresponding to the authorised outstanding debt for the Financial Guarantee determined by reference to the activity declared by the Balance Responsible Party, based on its forecast activity (Forecast Mean Consumption Power), in accordance with the table mentioned in article C.4.3.

[Case 2: article C.4.6.1~~C.4.6.1~~]: As part of the increase in the amount of the Balance Responsible Party's Bank Guarantee, on its own initiative, the pledge concerns the Balance Responsible Party's debt corresponding to the difference between the authorised outstanding debt for the new Bank Guarantee planned and the authorised outstanding debt, in accordance with the ~~table~~ amounts ~~mentioned~~ stated in ~~article~~ Article C.4.3.

[Case 3: article C.4.6.2~~C.4.6.2~~.a) and article C.4.6.2 ~~f~~e)]: As part of the increase in the amount of the Balance Responsible Party's Bank Guarantee, further to the authorised outstanding debt being exceeded as observed by RTE, the pledge concerns the Balance Responsible Party's debt corresponding to the difference between the authorised outstanding debt for the new Bank Guarantee requested by RTE and the authorised outstanding debt, in accordance with the ~~table mentioned~~amounts stated in ~~article~~ Article C.4.3.

[Case 4: article C.4.6.2~~C.4.6.2~~. ~~c~~b)]: As part of the call of the Financial Guarantee or the observation by RTE, over a Sliding Year, of two (2) Payment Incidents lasting longer than eight (8) days leading to Notifications of request to pay via registered letter with acknowledgement of receipt, the pledge concerns the Balance Responsible Party's debt corresponding to the maximum of the following values:

Sum of the invoices issued by RTE for which the Payment Incident was recorded and payment not received by the date of the aforementioned official notice;

maximum between the amount of the Bank Guarantee calculated in accordance with Article C.4.3 and one hundred thousand (100,000) euros, multiplied by the factor (1+NPI/100), where NPI is the Number of Payment Incidents recorded over the Sliding Year, including the current month, maximum Bank Guarantee required during the last six sliding months;

maximum amount of the Bank Guarantee effectively submitted by the BRP during the last six sliding months.

[Case 5 : art C.6~~C.6~~]: Following suspension of the Balance Responsible Party's Participation Agreement, and in application of Article C.6~~C.6~~, the Balance Responsible Party submits this pledge concerning the debt corresponding to the difference between the authorised outstanding debt for the new Bank Guarantee requested by RTE and the authorised outstanding debt at the time of suspension, in accordance with ~~the table mentioned~~terms set out in ~~article~~ Article C.4.3.

In application of article 2341 paragraph 1 of the French Civil Code, the Balance Responsible Party deposits the sum, by wire transfer, to the following bank account, opened specifically by RTE to accept all monies deposited as cash security. The Balance Responsible Party must Notify RTE electronically as soon as the wire transfer has been made.

Account details for RTE's (Réseau de Transport d'Electricité) cash deposit bank account

BNP Paribas

BIC-SWIFT ADDRESS: *BNPAFRPPXXX*

Account for incoming payments: 00012288889	
IBAN	FR *76 3000 4008 2800 0122 8888 976*
Payment account: 00012288889	
IBAN	FR *76 3000 4008 2800 0122 8888 976*

The name of the wire transfer for the payment of the cash deposit to RTE's bank account, as defined above, must comply with the following format: a chain of twelve (12) characters in the form BRP_YYMM_XXXX with YYMM representing the year and the month that the Participation Agreement was signed and XXXX representing the BRP's Participation Agreement number.

2. Liquidation of the cash security

At any time during the term of validity of this Contract as mentioned in article 4, and after RTE has sent official notice, remaining without response, requesting payment of the monies due pursuant to article C.21 of Section 2 of the Terms and Conditions, the amount corresponding to the amount of the debt unpaid by the Balance Responsible Party within the timeframes indicated in Article C.21.1.2 of Section 2 of the Terms and Conditions is automatically transferred to the asset base of RTE, which becomes the lawful owner.

The said monies called up by RTE are deducted from the amount indicated in article 1 of this Contract. This cash security Contract shall run until its term expires, in accordance with article 4.

3. Return of the cash security

When this Contract expires, the sum submitted as cash security, or the remaining amount in the event of liquidation of the security, is returned to the Balance Responsible Party at the latest by the tenth Worked Day of Month M following the date this cash security Contract expires, to the Balance Responsible Party's account as defined below (please include a RIB (bank account details statement) in this annex):

The BRP's bank details:

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

4. Commencement and term of the Contract

This cash security Contract enters into force when the sum mentioned in article 1 is received in RTE's bank account and shall remain in force for ninety (90) calendar days.

Drawn up in two original copies, on …/…/201....

For RTE	For the Balance Responsible Party
Name and position of representative:	Name and position of representative:
in……..	in……
Sales and Marketing Director	……..
On ../../20..	On ../../20..
Signature:	Signature:

ANNEXE C13. FORM FOR NOTIFICATION OF BLOCK EXCHANGES MADE TO AN CONSUMPTION SITE (BRP-SITE BEN)

By this document, XXX AP_BRP No. ..... declares that it transfers Blocks to YYY as from DD/MM/YY [give date] for its Consumption Site at [give address] according to the provisions contained in the BRP Participation Agreement that XXX has signed with RTE relating to the Terms and Conditions relating to Scheduling, the Balancing Mechanism and the BRP System.

XXX declares that it is aware of and accepts the provisions of the Terms and Conditions concerning the BRP system, which can be consulted on the RTE website.

XXX has a certain Authorised Daily Energy Volume to carry out its operations, beyond which they are no longer taken into account.

XXX and YYY acknowledge that as a result of such a measure, RTE checks that the Block Exchange Schedules sent to it by XXX do not lead to its authorised daily energy volume being exceeded (in application of Article C.9 of Section 2 of the Terms and Conditions). If the Block Exchange Schedules transmitted lead to the Authorised Daily Energy Volume of XXX being exceeded, RTE may change the said schedules (in accordance with Article C.9 of Section 2 of these same Terms and Conditions).

Since YYY has not signed a contract with RTE concerning the Block Exchange Service, RTE does not notify YYY. It is up to XXX and YY to establish between themselves the methods by which the Site is informed of any change to the block exchanges that they have agreed on.

The liability arising from the negative consequences of changing the said Block Exchange Schedules is subject to the contract signed between XXX and YYY.

The present document is attached to the Balance Responsible Perimeter of XXX.

Once accepted, Block Exchange Schedules or Blocks are deemed to have been executed and are authentic for the purposes of calculating the BRP Imbalances of XXX and the Adjusted Consumption of YYY' Site.

YYY's Consumption Site address is: _____

_____

_____

YYY is connected to:

☐ PTS (Public Transmission System)

☐ PDS (Public Distribution System)

For a Site connected to a PDS, indicate the Network Operator:

☐ ENEDIS

☐ LDC (Local Distribution Company)

name: _____

The ID of the Consumption Site is:

- For the sites connected to the PTS:
  - Counter code: _____
  - EIC Z code: _____
- For the sites connected to a PDS:
  - PRM (reference measurement point) code: _____

YYY has signed the Transmission System Access Contract or Distribution System Access Contract or Metering Data Service Contract or Single Contract No. _____ [delete as appropriate] and has Remotely-Read Load Curve Metering Installations.

YYY is not attached to the Balance Perimeter of XXX.

XXX authorises RTE to provide the Block Exchange Schedule to YYY.

For an Consumption Site connected to the PDS, XXX authorises RTE to provide Block Exchange Schedule to the DSO to which the YYY's Consumption Site is connected.

For XXX,	For YYY,
Date:	Date:
Name:	Name:
Signature:	Signature:

ANNEXE C14. BRP-SITE BEN REMOVAL FORM

By virtue of the present document, XXX, BRP No. ……. , and YYY agree to cancel the BRP-Site Block Exchange Notification No. _____ [give the number of the NEB], as from DD/MM/YY [give date].

For XXX,	For YYY,
Date:	Date:
Name:	Name:
Signature:	Signature:

ANNEXE D1. TEMPLATE FOR THE SPECIFIC CONDITIONS BETWEEN RTE AND A DSO

Special Terms between RTE and a DSO

No. …….

BETWEEN:

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

Hereafter referred to as the "DSO"

OF THE FIRST PART,

AND

RTE Réseau de Transport d'Électricité, limited company governed by supervisory board and executive board, with capital of 2.132.285.690 Euros, registered in the Trade and Companies Register of Nanterre under number 444 619 258, its registered offices being located at immeuble WINDOW, 7C Place du Dôme 92073 Paris la Défense Cedex, represented by **[Ms/Mr]** **[name and position of signatory],**

hereinafter referred to as "**RTE**"

OF THE SECOND PART,

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

The following has been decided and agreed upon:

1. Purpose

The DSO and RTE declare that they are fully aware of Sections 2 of the Terms and Conditions.

These Terms and Conditions may be freely consulted on RTE's Website.

RTE and the DSO declare that they accept and undertake to adhere to its provisions.

The instructions in these RTE-DSO Special Terms apply to the processing of data relating to:

- BRPs Active on the DSO's network;
- BRPs Active on the network of other DSOs that have mandated them in accordance with Article D.5 and Annexe D2 of Section 2 of the Terms and Conditions.

2. Contractual documents binding the parties

The contractual documents binding the Parties are as follows:

- these Special Terms;
- the General Terms and Conditions comprising:

Chapters A, B and D of Section 2 of the Terms and Conditions relating to the BRP System;

of the Terms and Conditions of access to the IS.

These documents, completely and exclusively, form the agreement between the Parties relating to the BRP system. They cancel and replace any previous letters, proposals, offers and agreements pertaining to the same object.

The contractual documents listed above are classed as follows, in decreasing order of precedence:

- the RTE-DSO Special Terms;
- The general conditions.

3. Contract publicity

The DSO authorises RTE to divulge the signature of this contract on its Website

4. Appointing an Agent

[Where applicable]

If the DSO mandates an agent to deal with all the data exchanges that are the subject of this Contract, it must inform RTE by Notifying it of the declaration of mandate between a DSO and a third party, a template for which can be found in Annexe D2.

5. Correspondence

Any Notification given by one Party to the other under the terms of the present RTE-DSO Special Terms will be sent to the contacts designated below:

For the DSO:

Contact for data exchanges: [Does not apply if the DSO has appointed a third party to handle all the data exchanges covered by Chapter D of Section 2. The contact for the data exchanges is then designated in the mandate Declaration according to the template in Annexe D2]

Contact	
Address	
Telephone	
Fax	
Email	

N.B. 1: These details must be identical to those indicated in the access sheet for RTE's Information System.

N.B. 2: the contact designated above is also the recipient of the alert messages and any automatic messages from RTE's Information System.

Contact for all other correspondence:

Contact	
Address	
Telephone	
Fax	
Email	

FOR RTE:

Contact for all correspondence:

Contacts	
Address	
Telephone	
Fax	
Email	

6. Entry into force, duration and cancellation of RTE-DSO Special Terms

These RTE-DSO Special Terms take effect on **[date]**.

It is signed for an indeterminate period.

It may be cancelled only in the conditions specified in the Terms and Conditions.

Drawn up in two original copies,

In……, on…….

For RTE:

Name and position of representative:

Signature:

For the DSO:

Name and position of representative:

Signature:

ANNEXE D2. DECLARATION OF MANDATE BETWEEN A DSO AND A THIRD PARTY

BETWEEN:

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

Hereafter referred to as the **"DSO"**

OF THE FIRST PART,

AND

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

hereafter referred to as the **"Agent"**

OF THE SECOND PART,

The following has been decided and agreed upon:

The DSO mandates the Agent to carry out all the data exchanges needed for implementation of the General and Specific Conditions of the Terms and Conditions relating to the BRP's instruction signed between RTE and the DSO, as of [date], the mandate effective date. This mandate includes data relating to periods prior to the mandate's effective date, for revision of data as stipulated in articles D.8 and D.9 of Section 2 of the Terms and Conditions.

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

The Agent designates the contacts for the data exchanges:

Contact	
Address	
Telephone	
Fax	
Email	

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

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

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

Drawn up in two original copies in ……., on …/…/20....

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

ANNEXE D3. DECLARATION TO RTE OF SIMPLIFIED PROVISIONS TAKEN BY A DSO FOR RECONSTITUTING THE FLOWS OF BRPS ACTIVE ON ITS NETWORK

[full name], company **[legal form]**, with share capital of **[amount of share capital]** euros, with its head office located at **[full address]**, registered on the Trade and Companies Register of **[name of town]** under number **[SIRET No.]** and for which the EIC code is **[EIC Code],** in its capacity of Public Distribution Network operator, represented by **[Ms/Mr] [name and position of the signatory]**, duly authorised for this purpose,

Declares that it applies one of the two simplified provisions below, in accordance with the instructions contained in Chapter B of Section 2 of the Terms and Conditions:

- ☐ simplified provision 1: if no customer has exercised its right to choose its Supplier on the DSO network, the system's global Consumption is attached to the Balancing Perimeter of the BRP known as the completing BRP, designated by the DSO.
- ☐ simplified provision 2: if at least one customer has exercised its right to choose its Supplier on a DSO's network, or if the DSO has exercised this right for its losses, the customer shall:

apply the procedure presented in Article B.1.2.2 of Section 2 of the Terms and Conditions for all BRPs except a BRP known as completing BRP, designated by the DSO (1);

calculate and send to RTE its Estimated Load Curve of losses, independently of the other Load Curves (2);

calculate and sends to RTE the Remotely-Read Generation Load Curve to be assigned to the completing BRP (3);

calculate and send to RTE the Estimated Generation Load Curve to be assigned to the completing BRP (4);

calculate and sends to RTE the Estimated Consumption Load Curve to be assigned to the perimeter of the completing BRP restricted to customers that have exercised their right to choose their Supplier (5);

calculate and sends to RTE the Remotely-Read Consumption Load Curve to be assigned to the completing BRP. This Curve is calculated as follows:

- balance of the DSO's consumption corrected for balancing, load reductions and shifted consumption carried out by the Remotely-Read Consumption Sites on the Corrected Model, defined as:
  - the sum of the Consumption minus the sum of the Injections measured at the DSO's system terminals,
  - plus, if applicable, the sum of the upward balancing volumes of all the Consumption Sites on the Corrected Model connected to the DSO's system,
  - plus, if applicable, the sum of the load reduction volumes of all the Consumption Sites on the Corrected Model connected to the DSO's system,

- minus, if applicable, the sum of the downward balancing volumes of all the Consumption Sites on the Corrected Model connected to the DSO's system,
- minus, if relevant, the shifted consumption volumes of all the Consumption Sites on the Corrected Model connected to the DSO's system,

- minus the sum of the following Consumption terms:
  - sum of the Estimated and Remotely Read consumption Load Curves of the BRPs except for the completing BRP (1),
  - the DSO's Estimated Losses Load Curve (2),
  - the Estimated Consumption Load Curve of the completing BRP restricted to customers that have exercised their right to choose their Supplier (5);
- plus the sum of the following Injection terms:
  - Estimated and Remotely Read generation Load Curves of the BRPs except for the completing BRP (1),
  - the Remotely-Read Generation Load Curve of the completing BRP (3),
  - the Estimated Generation Load Curve of the completing BRP (4),

It being specified that the balancing volumes correspond to:

- an estimate made by the DSO before transmission of the Volumes Attributed per Site for the balancing operation;
- then to the Volumes Attributed per Site for balancing such as transmitted by RTE in accordance with Article 4.7.1.1.1 of Section 1.

It being specified that the balancing and shifted consumption volumes correspond to:

- an estimation made by the DSO prior to sending the Achieved Load-Reduction Time Series and Achieved Shifted Consumption Time Series per Site;
- the Achieved Load-Reduction Time Series and Achieved Shifted Consumption Time Series per Site, as sent by RTE in accordance with the last paragraph of Article 9.3.3 of the NEBEF Terms and Conditions.

These simplified provisions are applicable from **[date]** to **[date].**

In ……, on ……

For **[XXXXX]**:

Name and position of representative:

Signature: