

FRENCH – GERMAN INTERCONNECTION

INTRADAY CAPACITY ALLOCATION RULES

DRAFT VERSION 2.0

Document mis en consultation sur le Site Internet CURTE de RTE sur la période du mercredi 4 mars au vendredi 13 mars 2009

Les observations sur ce texte sont à transmettre à RTE directement sur le site CURTE. Aucune observation transmise par un autre mode de communication (mail, courrier,…) ne sera prise en compte

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Section 0 Introduction

0.1. Status of this Introduction

This introductory Section is an integral and binding part of these Rules.

0.2. General Context

These Rules contain the terms and conditions for the Allocation of available Intra day Interconnection Capacity which is jointly offered in form of Physical Transmission Rights (PTRs) by the French and German Transmission System Operators (TSOs), EnBW Transportnetze AG (EnBW TNG), RTE EDF Transport S.A. (RTE) and RWE Transportnetz Strom GmbH (RWE TSO Strom) with regard to the interconnections between France and Germany in both directions.
The Interconnection Capacity Allocation by Intraday Allocations is not a commercially motivated activity but one aimed at providing transparent methods of congestion management. The importance of the interconnections for the liberalisation of the EU electricity market requires a strict policy with regard to the collection of payments and default consequences.

The terms and conditions for the Allocation of available Interconnection Capacity by Yearly, Monthly and Daily Auctions and for the PTR Transfer and PTR Resale are transferred in the CWE Rules.

These Rules come into force on XXX and replace the previous version 1.2.

The Rules version 1.0, 1.1 and 1.2 will continue to apply only insofar as necessary to settle any outstanding rights or obligations pursuant the auctions conducted before the XXX.

0.3. Capacity Allocation Procedures

The Intraday Available Capacity is allocated in the form of Physical Transmission Rights. The Intraday Available Capacity is allocated by RTE on pro rata to Intraday PTR Requests in accordance with Section III and Appendix 3 .
The Intraday Available Capacity is allocated by RWE TSO Strom according to the first come – first served principle in accordance with Section III and Appendix 4.

All relevant information is made available on the Websites of the TSOs according to Article 1.06.

0.4. General Aspects

These Rules describe (among other aspects) the requirements that Users must fulfil to participate in Intraday Allocations, the Allocation proceedings, the awarding of PTRs as a result of the Allocation, and the utilisation of Interconnection Capacity after the PTR Allocation. Article 5.02 contains a limitation of liability. As a matter of course this liability limitation is in line with all relevant national and European legislation. These Rules may be amended jointly by the TSOs along the way in order to improve or clarify provisions and procedures and to fill gaps.

0.5. Legal Qualification of Interconnection Capacity Awarding pursuant to an Allocation

The PTR Allocation concerns only Interconnection Capacity. The Allocation and awarding of PTRs and the financial settlement of the Allocation results do not involve energy transports or any rights, liabilities or financial aspects pertaining to energy transports. PTR holders can invoke vis-à-vis the TSOs no other right than that interconnection capacity is made available to them subject to the provisions in these Rules. In fact, PTRs are not physical goods which can be bought but are contractual rights to be exerted vis-à-vis

the TSOs to make Interconnection Capacity for electric energy transfer available on the interconnection. These Rules constitute the terms and conditions of the aforementioned contract. At the same time the Rules set forth the terms and conditions on which the TSOs are willing to allow Users to Requests for these contracts and the terms and conditions on which the TSOs are willing to consider these Requests. It is noted in this respect that contracts concerning Interconnection Capacity for German Exports are governed exclusively by German law and contracts concerning Interconnection Capacity for French Exports are governed exclusively by French law (see Article 5.05).

Section I. General

Article 1.01 Definitions

Allocation: The process by which the Allocation Operator attributes PTRs to Users in response to a Request sent by a User. There are several Allocations for different timeframes.

Article: an article of the present Rules.

Allocation Operator (AO): Both RTE and RWE TSO Strom are referred to as Allocation Operators (AOs). RTE and RWE TSO Strom operate the Intraday Allocation.

Bilanzkreisvertrag: the agreement between a market party on the one hand and EnBW TNG or RWE TSO Strom on the other hand, containing, inter alia, a mechanism for settling imbalance between energy injection into and energy extraction out of the German electricity grid.

Daily Auction: the PTR auctioning for each hour of the respective following day.

Day of Execution: the day on which electricity transports using the PTR obtained in an Auction take place.

EnBW TNG: EnBW Transportnetze AG with registered office at Kriegsbergstr. 32, 70174 Stuttgart, Germany – a German transmission system operator

French Import/Export Rules (Contrat de Participation aux Règles d'Accès au RPT pour des Importations et des Exportations): the Rules that define the conditions to access the RTE Transmission System for exports and imports. The Rules are published on the RTE website.

French Export: the export direction from France to Germany for electricity transfers and underlying PTRs

Gate: the limit Hour for entering PTR Requests for Intraday PTRs to RTE as defined in Appendix 3.

German Export: the export direction from Germany to France for electricity transfers and underlying PTRs.

Interconnection Capacity: cross-border electric energy transfer capacity on the interconnections between France and Germany.

Intraday Allocation: the Allocation(s), on an intraday basis, by the AOs on a given Day or on part of a given Day.

Nomination: the notification to the TSOs by a User of his schedules relating to the power expressed in MW which he wants to use within the capacity limit defined by the PTRs awarded to him.

Party: designates TSO, AO or User.

Physical Transmission Right (PTR): the right to use Interconnection Capacity for electricity transfers expressed in MW.

PTR Holder: the legal entity (User), which has obtained a PTR in the Allocation.

Request: the request sent by a User to the AOs to acquire Intraday PTRs, in accordance with Appendix 3 and Appendix 4.

RTE (“RTE EDF Transport S.A.”), with registered office at Tour Initiale 1, terrasse Bellini, TSA 41 000, 92919 La Défense Cedex,– the French Transmission System Operator and Auction Operator according to these Rules.

Rules: these Intra day Allocation Rules.

RWE TSO Strom : with registered office at Rheinlanddamm 24, 44139 Dortmund, Germany – a German Transmission System Operator and Auction Operator according to these Rules.

Transmission System Operators (TSOs): the Transmission System Operators who offer PTRs for Allocation under these Rules: (Germany) EnBW Transportnetze (“EnBW TNG”) • (France) RTE EDF Transport S.A. ("RTE") • (Germany) RWE Transportnetz Strom (“RWE TSO Strom”).

User: a legal person, which participates, intends to participate or has participated in a PTR Allocation by submitting one or more Requests and which has been registered for that purpose in accordance with the procedures and requirements set forth in Article 2.01 of these Rules.

Article 1.02 Intraday Allocations

Intraday Allocations are implemented for both directions of the French-German Interconnection, in accordance with Section III and Appendix 3 and Appendix 4.

Article 1.03 Quantities Available for Intra day Allocation

PTRs allocated in Daily Auctions which are not nominated are made available to Users in Intraday Allocations, if this is consistent with a safe operation of the Power System.
Interconnection Capacities made available in Intraday Allocation take into account the netted value of the nominated yearly, monthly and daily PTRs.

Article 1.04 Basis on which Interconnection Capacity is Offered

(1) PTRs are offered in units of 1 MW with a minimum of 1 unit.

(2) Intraday PTRs are offered on an hour-by-hour basis.

Article 1.05 Firmness of PTRs

(1) Intraday PTRs are offered on a firm basis except for cases where curtailments are necessary due to circumstances that constitute Force Majeure as defined in Article 5.06 for all TSOs or, pursuant to German Energy Law and for German TSOs only, due to network security reasons and after having employed all other required measures according to relevant national and European legislation (in particular those of § 13 Abs. 2 of the German „Energiewirtschaftsgesetz“).

(2) In the event of a failure to make Interconnection Capacity available to the extent of PTRs offered firm, the TSOs shall not be liable to a PTR holder for any incidental, indirect of consequential damages caused by such failure.

Article 1.06 Transparency

The TSOs each maintain a website where the following publications regarding the Intra day Allocations are made:

a. these Rules, and any alterations thereof ;

b. announcements pursuant to these Rules ;

c. information on the Intra day Allocation proceedings ;

d. names, fax and telephone number(s) e-mail address(es) of contact persons of the AOs ;

e. PTRs available for Intraday Allocation;

f. other relevant information .

Article 1.07 Conduct of Users

(1) Prior to, during and after an Allocation, Users must refrain from any action or behaviour which adversely affects or threatens to adversely affect competition in the Request proceedings or which aims at gaming or which in any other way disrupts or threatens to disrupt the Allocation proceedings, or the transparency, cost-effectiveness or fairness thereof.

(2) EnBW TNG, RTE and RWE TSO Strom are separately entitled to exclude from participation or further participation in an Allocation or a fixed or indefinite number of subsequent Allocations those who act or behave or have acted or behaved in violation of the first paragraph, who misuse any right or position obtained pursuant to an Allocation or who do not comply with any other provision of these Rules.

Section II. Participation requirements

Article 2.01 Registration Requirements

(1) Prior to participating in Allocations the User must register with any of the TSOs submitting a completed Statement of Acceptance form given in Appendix 1 and published on the Auction Websites.

(2) Prior to participating in Intraday allocations, the User must register with any of the TSOs submitting a completed Statement of Acceptance form given in Appendix 1 and published on the Auction Websites. This Statement of Acceptance is specific to the Intraday Allocation and these Rules. In no way shall the signature of the Statement of Acceptance allow the User to participate in any other allocations than the Intraday allocations.

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(3) The Statement of Acceptance form mentioned in paragraph (1) is valid for an indefinite number of Allocations, notwithstanding the obligation for the User to inform the TSOs forthwith of any changes and notwithstanding the right of the TSOs to request a renewal of the registration and/or the documents to be submitted.

Article 2.02 Provision of Bank Guarantees

Intraday PTR Allocation does not require the provision of a Bank Guarantee.

Article 2.03 Requirements in Respect of Grid Access

In order to participate in the Interconnection Capacity Intra day Allocation a User:

a. must have entered into a balancing agreement (Bilanzkreisvertrag) in Germany with at least one involved German Transmission System Operator (EnBW TNG and/or RWE TSO Strom);

b. must be signatory of an Import/Export Rules contract with RTE and satisfy all clauses specific to the French-German interconnection in this contract. The User must acquire, in the sense of the French Import/Export Rules, the necessary intra day activated transactions.

In case of discrepancy, the present Rules prevail over the French Import/Export Rules.

Article 2.04 Suspension, withdrawal and termination of User's participation by the TSOs

(1) In the case of breach of any material obligations, the TSOs may suspend the User's participation in the Intra day Allocation, as long as the situation has not been solved.
When the situation has been solved, the User shall also be able to take part in the Intra day Allocation.

(2) Users' participation may be definitively withdrawn in case of:

- bankruptcy, liquidation or dissolution of the User;
- reception by the TSOs of a decision by a competition or regulatory authority stating that the User has committed a misusing or fraudulent act with regard to the allocation of capacities and request its withdrawal.

Consequently, the Statement of Acceptance is no longer valid.
The User whose participation has been withdrawn by the TSOs may no longer claim status as a User at a later date.

(3) The Statement of Acceptance of the User is no longer valid in case of:

a. The Import/Export Rules contract with RTE is terminated ;
b. The Balancing Agreement (Bilanzkreisvertag) in Germany is terminated;

Article 2.05 Suspension, withdrawal and termination of User's participation by the User

A User may ask to suspend, withdraw or terminate its participation to the Rules by sending to the TSOs a request by registered mail. This does not exonerate the TSOs, the AO and the User from their respective financial and other obligations in application of the Rules.

Section III. Intraday Allocations process

The available Intraday Capacity which is offered to Intraday Allocation is jointly determined by the AOs according to this Article and to Appendix 3 and Appendix 4.

For Intraday PTR nominations, the Users must have obtained Intraday PTRs at both sides of the French-German interconnection.

Since RTE, EnBW TNG, and RWE TSO Strom limit only their respective export interconnection capacity, Users must comply with the processes described below in respect of the time tables given in Appendix 3 for the French Intraday Allocations and in Appendix 4 for the German Intraday Allocations:

for French Exports :

- the User sends to RTE its Intraday PTR Request according to the modalities described in Appendix 3
- RTE sends to the User the amount of the Intraday PTRs it has acquired through the Intraday Allocation with eventually pro-rata application
- the User sends an Intraday PTR Request to RWE TSO Strom indicating the Intraday PTRs Allocated by RTE or a lower value
- RWE TSO Strom confirms to the User the requested Intraday PTR
- the User sends the Intraday Nomination to RTE and to RWE TSO Strom or EnBW TNG
- RTE sends the Nomination confirmation of the Intraday nominated PTR to the User.

for German Exports :

- the User sends to RWE TSO Strom its Intraday PTR Request according to the modalities described in Appendix 4
- RWE TSO Strom sends to the User the amount of the Intraday PTRs it has acquired through the Intraday Allocation with the 1st come, 1st served principle
- the User sends an Intraday PTR Request to RTE indicating the Intraday PTRs Allocated by RWE TSO Strom
- RTE confirms to the User the requested Intraday PTRs
- the User sends the Intraday Nomination to RTE and to RWE TSO Strom or EnBW TNG
- RTE sends the Nomination confirmation of the Intraday nominated PTRs to the User.

In the event of inconsistencies between the Intraday Nominations on either side of the border, the TSOs reserve the right to revise and /or to set to zero the Intraday Nominations. In any such event, the User has no right to claim compensation of any kind.

Section IV. Capacity Usage Rules

Article 4.01 Usage of Intraday PTRs

Following Intraday Allocations, Users must send their Nomination in accordance with the Nomination processes of the TSOs. The Nomination process of RTE is described in the French Import/Export Rules and the intraday nomination instructions of the German TSOs can be found in the document “IntraDay Änderungen nach StromNZV - Konzept zum Datenaustausch” - published on www.bdew.de. These Nominations must, in particular, not exceed or fall short of the acquired PTRs.

Article 4.02 Matching of Exchange Programmes

PTR Holders are obliged to firmly notify the usage of their PTRs according to **Erreur ! Source du renvoi introuvable.** and **Erreur ! Source du renvoi introuvable.**. Such notifications consist either of nominations indicating electricity transfers in both directions or of netted exchange programmes indicating the net transfers across the interconnection. If such notifications, which are submitted, to different TSOs are not compliant with each other, the TSOs are entitled to consider the submitted information only partially and at their discretion.

Section V. Miscellaneous

Article 5.01 Information / notices

Any notice given under these Rules is to be in writing and must be addressed to all TSOs at the address mentioned in Appendix 2, except where these Rules provide otherwise.
Any notice addressed by any TSO to any User must be addressed at the User address mentioned in Appendix 1.

Article 5.02 Limitation of Liability

(1) The Parties are only liable for direct damages (excluding loss of profits or indirect, incidental, special consequential damages) suffered by the other Party. The liability of the parties shall be limited to cases of wilful misconduct or gross negligence and to the direct damages typical and foreseeable.

(2) RTE, RWE TSO Strom and EnBW TNG, either jointly or severally, do not assume responsibility for the arrival of Intraday PTR Request in time nor do they warrant – although they will try to prevent to the best of their abilities – that the information contained therein, despite being treated as confidential, will not come to the knowledge of third parties. The TSOs shall not be liable for Intraday PTR Request Notifications that are not compliant to the Allocation Rules.

(3) TSOs' liability for the Intraday Allocation process:

(a) The provisions of this article Article 5.02 apply to the French TSO for the Intraday Allocation process;

(b) As the Intraday PTRs allocated within the German Intraday Allocation process under the framework of these Rules are free of charge (gratuitous service) and do not constitute any right towards TSOs (e.g. that schedules amounting to the Intraday PTR volume are accepted), the German TSOs cannot be held liable for any loss or damage in particular occurring from the non-availability of Intraday PTRs allocated within the German Intraday Allocation process. For the rest, the liability provisions of these Rules remain unaffected.

Article 5.03 Confidentiality

(1) The TSOs shall treat all information disclosed to each other pursuant to these Rules as confidential and they will refrain from disclosing such information to any third party without the prior consent of the User concerned.

Paragraph (1) shall not apply to :

- enquiries of Regulators, governments and/or other administrative authorities,
- enquiries of Courts of law and arbitrators for technical or security reasons,
- TSOs and/or Auction Offices,
- circulation to Consultants to the ones assigned by TSOs, Auction Office or one of the above institution who are subject to confidentiality undertakings or professional confidentiality obligations.

(2) Notification pursuant to § 33 para.1 of the German Data Protection Act (Bundesdatenschutzgesetz): the data required to conduct the Auctions will be stored by the AOs.

Article 5.04 Severability

If any part of these Rules is by a public authority or court found to be invalid, illegal or unenforceable, the remaining part shall continue to be valid and enforceable to the extent permitted by law.

Article 5.05 Applicable Law and Disputes

(1) Disputes concerning the rights and duties arising for the AO and the Users under these Rules shall be settled by an ordinary court.

(2) These Rules that take place hereunder are governed exclusively by German law for German Intraday Allocations and by French law for French Intraday Allocations.

(3) Any disputes with regard to Interconnection Capacity for German Exports and for German Intraday Allocations will be brought before the competent courts in Dortmund (Germany) and any disputes concerning Interconnection Capacity for French Exports and for French Intraday Allocations will be brought before the competent courts in France.

(4) The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

Article 5.06 Force Majeure

Force Majeure means any not foreseeable event or situation beyond the reasonable control of the Parties and not due to a fault of such Parties which cannot reasonably be avoided or overcome, and which makes it impossible for one or several Parties to fulfil, temporarily or definitively, its or their obligations hereunder in accordance with the terms of these Rules.

The Party which invokes Force Majeure, shall send the other Party notice describing the nature of the Force Majeure and its probable duration.

The obligations of a Party subject to Force Majeure, with the exception of confidentiality obligations defined in Article 5.03, shall be suspended from the date of beginning of Force Majeure.

The Party can in no circumstances be held responsible or held liable to pay any compensation for damage suffered, due to the non-performance or faulty performance of all or part of their obligations, when such non-performance or faulty performance is due to Force Majeure.

The Party, which invokes Force Majeure, shall make every possible effort to limit the consequences and duration of the event.

If Force Majeure lasts for more than thirty (30) Days, either Party may suspend or terminate its participation to these Rules by sending a registered mail with acknowledgement of receipt with due explanation, if the event adversely affects the essential obligations of the Parties under the present Rules. The withdrawal or suspension of Statement of Acceptance will take effect on the date of receipt of the said notice.

Article 5.07 Amendment of Rules

These Rules are subject to the technical and legal conditions at the time of their creation. If these conditions change materially, in particular due to legal requirements, action by authorities or Rules imposed by the regulatory authority and/or agreements between the associations of the electricity industry at national or international level, or if the Allocation process is enhanced, the rules will be amended. Such amended rules will become effective upon publication by the TSOs on their respective websites, after consulting with the Users and approval by the Regulatory bodies in both countries. Such amended Rules are being effective unless a User has notified his intention to terminate his Statement of Acceptance.
In the case that the User has not notified his intention to terminate his Statement of Acceptance, such amendments to these Rules have no impact on the validity of the Statement of Acceptance signed by the User.

Appendix 1

Statement of acceptance

Auction Participant (User): _____

_____

_____

_____
(Name, Position, Address)

EIC -Code-Nr.: _____

We hereby declare our intention to participate in the Intra day Allocation of available Interconnection Capacity for electricity transfers between Germany and France. We fulfil all participation requirements of the French German Interconnection Capacity Access Rules in the version, which is in force at the time of relevant transactions by us. Moreover, we have read and fully accept to abide and to be bound by all rules and regulations and data exchange requirements of the French German Interconnection Capacity Access Rules which have been published on the web-sites of RTE, RWE TSO Strom and EnBW TNG.

We acknowledge that our admission to participate in the Allocation may be withdrawn in case regulations of the French German Interconnection Capacity Access Rules are breached. We will provide all securities and guarantees required by the French German Interconnection Capacity Access Rules.

_____ _____
Date

Name and Position

_____
Signature

Appendix 2

Contacts

EnBW Transportnetze AG

Kriegsbergstraße 32
70174 Stuttgart
Deutschland

E-Mail: engpassauktion@enbw.com
Fax +49 721 63 19 32 12

RTE
RTE – CNES

Service Relations Clientèle
Bâtiment La Rotonde
204, boulevard Anatole France
93206 Saint-Denis Cedex 06
France

Fax : + 33 1 41 66 72 65

RWE Transportnetz Strom GmbH

Von-Werth-Straße 274
50259 Pulheim
Deutschland

E-Mail: tsoplan@rwe.com

Phone: +49 2234 853301
Fax: +49 2234 / 853300

Appendix 3

RTE's Intraday Allocations process

Before each gate, RTE publishes on its Website the Available Capacity for this Gate.
Requests for Intraday PTRs are Notified to RTE:

- from 14:00 on D-1 for the first Gate and,
- for the other Gates, after the Gate preceding the Gate concerned; and before the concerned Gate.

The twelve (12) Gates are:

Gate (G)	Time limit for the sending of answer by RTE (G + 30 min.)	For information: Time limit for the receiving of Nominations by RTE (G + 1Hr)	For information: Time limit for the sending of Nominations confirmations by RTE (G + 1Hr 45)	Delivery Period
D-1 21:00	D-1 21:30	D-1 22:00	D-1 22:45	00:00 – 24:00
D-1 23:00	D-1 23:30	00:00	00:45	01:00 – 24:00
01:00	01:30	02:00	02:45	03:00 – 24:00
03:00	03:30	04:00	04:45	05:00 – 24:00
05:00	05:30	06:00	06:45	07:00 – 24:00
07:00	07:30	08:00	08:45	09:00 – 24:00
09:00	09:30	10:00	10:45	11:00 – 24:00
11:00	11:30	12:00	12:45	13:00 – 24:00
13:00	13:30	14:00	14:45	15:00 – 24:00
15:00	15:30	16:00	16:45	17:00 – 24:00
17:00	17:30	18:00	18:45	19:00 – 24:00
19:00	19:30	20:00	20:45	21:00 – 24:00

On the Day when winter time changes to summer time, the 01:00 Gate is cancelled.

Submitting a Request for Intraday PTR to RTE

Format of a Request for Intraday PTR to RTE :

A Request for Intraday PTR relates to all the Hourly Periods of the Delivery Period corresponding to the Gate. The volume of PTR requested may vary from one Hourly Period to another.
A Request for Intraday PTR must be submitted by the deadlines specified above, in accordance with the format and method of transmission defined in the French Import/Export Rules. If these conditions are not met, the User's Request will not be considered.
The User may modify its Request for Intraday PTR by Notifying RTE of a new valid Request that cancels and replaces the preceding one. This new Request becomes the active Request.
The Request for Intraday PTR taken into account by RTE for a given Gate is the last valid Request received before the Gate.

Limitation

A User may have a maximum of one active Request for Intraday PTR per Gate and per direction on the Interconnection.
Requests must be expressed in whole MWs.
Fallback Mode for Intraday Allocations and Gate cancellation

Programmed unavailability

Certain maintenance operations may give rise to temporary unavailability of the Information System or of the Nomination systems of the TSOs in intraday. Such programmed unavailability may involve the cancel-

lation of one or more Gates. The cancellation of these Gates shall not give reason for any claim for compensation.
RTE will make every effort to minimise the disturbance caused to Users.
If the programmed unavailability involves the cancellation of one or more Gates, RTE will forewarn Users with a reasonable Period of notice.

Not-programmed unavailability

In case of not-programmed unavailability or of technical difficulties in the functioning of the Information System, RTE undertakes:

- to inform the User as soon as possible;
- to Notify the User, by electronic message or by fax, of the Hour when the changeover to the Fallback Mode for Intraday Allocations will begin, as well as the modalities he must fulfil to effect the Notification of its Requests for Intraday PTR;
- to Notify the User of the Hour when the Fallback Mode for Intraday Allocations will end and, as the case may be, the Hour when the User may again submit Requests for the next available Gate.

As a last resort, any not-programmed unavailability of the Information System or of the TSOs Nomination systems may incur the cancellation of one or more Gates. The cancellation of these Gates shall not give reason for any claim for compensation.
RTE shall ensure that Periods of not-programmed unavailability of the Information System do not exceed sixty (60) Hours per calendar year.
RTE may under no circumstances be sued if he fails to reach the Users through the means of communication mentioned above.

Method of determining Allocated Capacities

If the sum of the Requests for Intraday PTR notified for a particular Gate is greater than the Available Capacity for that Gate, the attributions will be made in proportion to the number of Users in that Gate and to the Requests according to an iterative algorithm favouring small Requests as presented below.
For each direction on the French-German interconnection and for each Hourly Period, the algorithm for calculating the intraday Allocated PTRs comprises the following elements:

$\mathbf{C^0}$ defined as the Available Capacity for the given Gate;
$\mathbf{C^n}$ defined as the Available Capacity not yet attributed at the end of iteration n;
$\mathbf{D_i^0}$ defined as the volume of the Request i;
$\mathbf{D_i^n}$ defined as the volume of the Request i not yet met at the end of iteration n;
$\mathbf{N^0}$ defined as the number of Requests entered for the given Gate;
$\mathbf{N^n}$ defined as the number of Requests for which $\mathbf{Di^n}$ is not zero;
$\mathbf{V_i^n}$ defined as the Capacity attributed to the Request i at the end of iteration n with $\mathbf{V_i^0 = 0}$ for each Request i ;
$\sum$ signifying “sum for any i ”.

The iterative algorithm for round n, n beginning at 1, is as follows:
$\mathbf{X^n}$ is defined as the entire part of the ratio of $\mathbf{C^{n-1}}$ over $\mathbf{N^{n-1}}$;
For each Request i, $\mathbf{V_i^n} = \min (\mathbf{X^n}; \mathbf{D_i^{n-1}})$ and $\mathbf{D_i^n} = \mathbf{D_i^{n-1}} - \mathbf{V_i^n}$;
$\mathbf{C^n} = \mathbf{C^{n-1}} - \sum_i (\mathbf{V_i^n})$;
If $\mathbf{C^n}$ is less than $\mathbf{N^n}$, then the calculation is terminated, otherwise n is increased by one (1) and the iterative algorithm starts from the beginning again.

The Allocated Capacity to the Request i is equal to the sum of the $\mathbf{V_i^n}$ for any n. That sum may be equal to or less than the Request and possibly zero.
Any Allocation of Capacity less than the Request shall not give entitlement to compensation.
Because of rounding, this iterative algorithm may lead to attributing slightly less Capacity ($\mathbf{N^0}$ MW at most) than the Available Capacity for the given Gate ($\mathbf{C^0}$). In this case, the subsisting Capacity is not Allocated at the given Gate.

Appendix 4

German Intraday Allocations process

The Intraday Interconnection Capacity allocation takes place after the completion of the Daily PTR Auction according to these Rules and the submission of accordant schedules at 14:30 (Intraday Physical Capacity Right or Intraday PTR). Once allocated the German Transmission System Operators (TSOs) RWE Transportnetz Strom GmbH and EnBW Transportnetze AG aim to ensure that Intraday PTRs are at the disposal of their holders. That is, they will put forth their best effort and take all measures as required by relevant national and European legislation (e.g. EU Directive 1228/2003) to ensure the availability of Intraday PTRs. They do, however, reserve the right to act in accordance with section 12 paragraph 3 of the "Energewirtschaftsgesetz" (German Energy Law) in order to ensure the overall System Security. In this case, Intraday PTRs may be withdrawn from their holders without any financial compensation.

The overall Intraday PTR volume indicates the netted value of the schedules between Germany (EnBW TNG and RWE Transportnetz Strom control areas) and France submitted by the Intraday PTR holder.

The capacity Allocation is coordinated between EnBW Transportnetze AG and RWE TSO Strom GmbH only. That is, the allocation solely concerns intraday PTRs from and to the German control areas notwithstanding any Intraday capacity constraints that might be imposed by RTE.

Allocation Procedure

After receiving the binding nominations by 14.30h according to Article 6.03 of the French German Interconnection Access rules, the Auction Operator will determine the available interconnection capacity for the Intraday allocation procedure and publish the said capacity on his website by 20.00h day ahead. The publication and all other updates will occur according to ability and capability.
After this publication, the transport capacity available within the framework of the Intraday allocation procedure may be inquired about and acquired free of charge by Users from the Auction Operator via the Intraday Capacity Internet Platform.

Interconnection Capacity is allocated to Users according to the chronological order of receiving their Usage requests. Allocated interconnection capacity must legally be used to the full amount as allocated and immediately nominated to the affected TSOs in the form of a schedule. The inquiry about and reservation of available transport capacity within the scope of the Intraday allocation procedure shall occur up to 60 minutes before the start of the Intraday usage, in order to ensure that the required procedure for drawing up and coordinating the schedule and informing all affected TSOs can be carried out in time.