Le réseau de transport d'électricité

Market Rules

Chapter 2. Balancing Mechanism

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The following translation is not binding

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2. Balancing Mechanism

2.A. Recitals

The Transmission System Operator, RTE, works constantly to balance supply and demand on the French electricity system. Its management activities must take into account imbalances in Balance Responsible Parties, fluctuations in generation and consumption, and changes in import and export patterns at frontiers. RTE must have at its disposal upward and downward reserves of power that can be readily mobilized from capacity based in France and the rest of Europe.

Of the three types of reserve that can be successively mobilized (Frequency Containment Reserve, automatic Frequency Restoration Reserve and Replacement Reserve/manual Frequency Restoration Reserve), the Balancing Mechanism (or BM) enables RTE to mobilize Replacement Reserves/manual Frequency Restoration Reserves (RR/mFRR) to balance generation against consumption in real time, help resolve system bottlenecks, and reconstitute margins and Frequency Ancillary Services. Unlike Frequency Containment Reserves and automatic Frequency Restoration Reserves, which are mobilized automatically, RR and mFRR Reserves are mobilized manually. The market for bids submitted by Balancing Service Providers, operating in conjunction with Producers, Consumers and storers, is governed by a Balancing Mechanism. Balancing Bids that meet the expressed need will be called and activated by RTE based on their price and the constraints of the power system.

The balance of the system rests on the principle of the empowerment of its stakeholders, who, as Balance Responsible Parties (BRP), bear the financial responsibility for balancing power within their perimeter in real time, before it falls to RTE to ensure the operational balance of supply and demand at any given moment. This mechanism is based on a financial incentive conveyed by the Imbalance Settlement Price, which makes it possible to determine the difference between the injection elements and the load extraction elements in the Balance Responsible Party's perimeter. In this way, stakeholders have an incentive to take the necessary action to balance the power system on a day-ahead and intra-day basis, thereby reducing the balancing volumes which need to be mobilized by RTE under the Balancing Mechanism or via Frequency Ancillary Services.

- This chapter sets out the rules for participation in the Balancing Mechanism, including the constitution of Balancing Bids, their use by RTE, the controls associated with the activation of the bids, and invoicing and valuation methods.
- The practical implementation of these arrangements may result in technical agreements between RTE, or a DSO, and the Participant.
- This chapter does not define the rules for the contracting of reserves that can be mobilized via the Balancing Mechanism. Such rules are described in the mFRR/RR Terms and Conditions for the contractualization of manual Frequency Restoration Reserves and Replacement Reserves.

2.B. Legal framework

2.B.1. European legal framework

The EBGL Regulation entered into force on 18 December 2017.

This Regulation establishes harmonized guidelines which are applicable throughout the European Union and govern the operation of power balancing markets. It sets out rules for the acquisition of balancing capabilities, the mobilization of balancing energy, and the financial remuneration of Balance Responsible Parties.

Article 16 defines the role of Balancing Service Providers in particular. It specifies that “a balancing service provider shall qualify for providing bids for balancing energy or balancing capacity”.

The EBGL Regulation also requires all Transmission System Operators to develop proposals regarding “terms and conditions for balancing service providers”, the content of which is set out in Article 18 of the Regulation.

The present Balancing Mechanism Terms and Conditions constitute the "terms and conditions for balancing service providers" required under Article 18 of the European Electricity Balancing Guideline Regulation.

2.B.2. National legal framework

Article L321-10 of the Energy Code requires that “*The public transmission system operator ensure at all times that the balance of flow in the system is maintained as well as the security, reliability and effectiveness of this system, taking into account any constraints on it* [...].

To this end, the operator of the public transmission system may modify the Forecast Dispatch Schedules referred to in Article L321-9. Subject to system constraints and the obligations of the public electricity service relating to reliability, safety and quality, these modifications shall take into account the order of economic precedence of the balancing proposals submitted to it. The selection criteria shall be objective and non-discriminatory. They shall be published.”

Furthermore, Article L321-14 provides that “*Subject to contractual stipulations, it may, taking into account the deviations from the schedules mentioned in Article L321-9 and the costs associated with balancing operations, request or award financial compensation from/to the Users concerned*. [...].”

2.C. Entry into force and review of the Terms and Conditions

2.C.1. Entry into force

In accordance with CRE Decision no. 2024-45 of 29/02/2024, the following Provisions particular to Chapter 2 of the Rules, entitled Balancing Mechanism Terms and Conditions, enter into force on 01/04/2024.

They shall automatically replace, as of that date, previous versions of the Balancing Mechanism Terms and Conditions for all ongoing activities and processes, unless otherwise indicated.

2.C.2. Delayed entry into force

By way of derogation from Article 2.C.1 above, the entry into force of the following provisions is delayed as shown.

Date	Description	Closing date for notification of Participants	Articles concerned
MA1	Concurrent activation of a Balancing Bid on the BM and NEBEF mechanisms when fewer than 10% of the Balancing Entity's sites belong to the DRE	1 month	2.L.4.2
MA2	Obligation for PDS Injection BEs to send a Forecast Dispatch Schedule and possibility for a PDS Injection BE comprising SEs consisting of Injection Sites only to submit Specific Balancing Bids	1 month	3.
MA3	Transmission by the Order Recipient of Final Dispatch Schedules (FDS) for specific orders	2 months	1.I.4.2 2.J
MA4	Start of the gate increase phase beyond the 24 bid gates	2 months	1.I.2.3.2 1.I.3.2 1.L.1.3 2.J.3.1.3
MA5	End of the gate increase phase with the 96 bid gates reached	1 month	
MA6	Possibility of applying the methods for controlling achieved volumes (forecast and historic) to Profiled Consumption BEs	Closing date not specified	0.
MA7	Possibility for a PDS Injection BE to be composed of several SEs, composed only of Injection Sites, all connected directly or indirectly to the PDS, and possibly connected to different DSOs.	1 month	2.F.2.4
MA9	Implementation of the system for monitoring the Qualification of a BE	2 months	2.G.3

Date	Description	Closing date for notification of Participants	Articles concerned
MA10	Removal of the cap on the number of standard balancing bids below 10 MW	1 month	2.J.1.3.5.1 2.S.1.1 2.S.1.2
MA11	Participation in the MARI platform in Scheduled Activation (SA)	1 month	2.J.3.1.1 2.M.3.3.2
MA12	Participation in the MARI platform in Scheduled Activation (SA) and Direct Activation (DA)	1 month	2.M.3.3.3
MA13	Switch of time series constituting the Bid Usage Conditions (BUC) to 15 minutes	1 month	2.J.1.3.2 2.J.1.3.3 2.J.1.3.5.1
MA14	Declaration of the PDS scheduling perimeters linked to BM and/or Frequency Ancillary Services participation	1 month	2.F.3.3.3.2.1

Date	Description	Closing date for notification of Participants	Articles concerned
MA15	Switch of balancing indicators (including imbalance, trend in the French Electrical System and imbalance settlement price) to 15 minutes This change occurs in association with the switch of the Imbalance Settlement Period to an interval of 15 minutes.	2 months	1.I.2 2.L.2 2.L.4 2.M.7 2.P.1 3.A 3.I 3.M.1 3.M.5 3.L.1.10
MA20	Evolution of the control of achieved volumes in conjunction with the change of the Imbalance Settlement Period to 15 minutes	1 month	2.L.1 2.L.2 2.L.4

Date	Description	Closing date for notification of Participants	Articles concerned
MA21	Change of fault control to 15-minute intervals This change occurs in association with the switch of the Imbalance Settlement Period to an interval of 15 minutes.	1 month	2.M.7

2.C.3. Procedures for revision of the Terms and Conditions

Chapter 2 of the Terms and Conditions and its Appendices are revised according to the following procedure:

1. In accordance with Article 4(1) of the EBGL Regulation, RTE shall, on its own initiative or at the request of one or more members of the CAM or one or more Participants, produce a draft revision of Chapter 2;
2. For the purposes of the preparation of the draft revision, RTE consults all stakeholders throughout the preparation phase;
3. RTE sends the draft revision to CAM members and Participants;
4. In the period specified in the notice accompanying the draft revision, which may not be less than 1 calendar month, CAM members and Participants may submit comments or counter-proposals to RTE;
5. Upon expiry of the 1-month period mentioned above, RTE shall prepare a new draft revision of Chapter 2 and notify CAM members and Participants accordingly, taking into account, where appropriate, the comments and counter-proposals of the CAM members and Participants. RTE may refuse to take such comments and counter-proposals into account, on condition it provides grounds for its refusal to do so;
6. RTE forwards the draft revision to CRE, together with the results of the consultation, and provides reasons for its admission or rejection of the comments or counter-proposals received during the consultation phase;
7. CRE, under Article 5 of the EBGL Regulation and Article L.321-11 of the Energy Code, approves the draft revision of Chapter 2 of the Terms and Conditions;

8. Within 15 Business Days of CRE's approval decision, RTE shall:
    a. produce the final revised version of this Chapter,
    b. publish the revised version and the date of its entry into force on the RTE website, and
    c. Notify each Participant of the availability of the final revised version of this Chapter on the RTE website, along with the date of its entry into force.

These conditions for revision are subject to the additional or alternative conditions that CRE may implement under the EBGL, including those applied under Articles 5.1 or 6.3 of the EBGL.

In the event the revised version of Chapter 1 affects the technical agreements between RTE or a DSO and the Participant, the Parties must work together to amend the technical agreements accordingly.

In the event the revised version of Chapter 2 affects the technical agreements between RTE or a DSO and the Participant, the Parties must work together to amend the technical agreements accordingly.

2.D. Contractual terms and conditions

2.D.1. Terms and conditions of participation

2.D.1.1. Participation request

Any legal person wishing to acquire the status of Balancing Service Provider must submit to RTE a participation request drawn up using the form contained in Appendix 2.A1, enclosing with the participation request all the documents indicated in the form.

2.D.1.2. Processing of the participation request and signing of the Participation Agreement

If the participation request submitted to RTE is incomplete or non-compliant, RTE shall promptly request the requesting party to provide the missing documents or information, or to bring the application into conformity with the requirements set out in this Chapter.

If after verification of compliance with the prerequisites set out in Article 2.E the participation request submitted to RTE is found to be complete and compliant, RTE and the requesting party shall sign the Participation Agreement using the form contained in Appendix 2.A2.

The Agreement 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.

2.D.1.3. Entry into force and duration of the Participation Agreement

Once signed by the Parties, the contract shall take effect on the date specified in the Participation Agreement.

The party contracting with RTE becomes a Participant on the date the Participation Agreement takes effect.

The Participation Agreement is valid for an indefinite period and may only be suspended or terminated under the conditions set out in this Chapter.

2.D.1.4. Undertakings of the Participant

In signing a Participation Agreement as a Balancing Service Provider, the Participant undertakes to comply with the General Provisions of the Terms and Conditions and the Special Provisions of this Chapter specified in its Participation Agreement, and to notify RTE, as soon as possible, of changes in the information submitted to RTE, particularly in respect of its participation request or its Participation Agreement.

2.D.1.5. Access to RTE's Information System

2.D.1.5.1. Tests relating to the Participant's Information System

In order to sign the Participation Agreement, the Participant must first take part in the testing of the Information System implemented by RTE.

In addition, where a change to the Terms and Conditions leads to changes in the information exchanged between RTE and the Participants, RTE shall propose new tests to the Participants affected by the change.

RTE will announce a test session to the Participants at least 1 month in advance.

RTE reserves the right to delay the implementation of a change if the failure of the tests by one or more Participants is likely to obstruct RTE's operational workflow.

2.D.1.5.2. Implementation of Backup Modes

In the event of failure of the Information System, the Participant shall be informed of the implementation of a Backup Mode in accordance with the procedures specifically described in Article 2.P.3.

2.D.2. Suspension

RTE may suspend the Balancing Service Provider's Participation Agreement in the following cases:

- the financial balance of the Balancing Service Provider, calculated in accordance with the General Provisions, exceeds its permitted amount;
- the Balancing Service Provider has failed to settle invoices issued by RTE in connection with the financial flows described in the General Provisions;
- the Balancing Service Provider has failed to settle the invoices issued by RTE under Article 2.N.2, with the result that the amount of the outstanding invoices exceeds the threshold of €1000;
- the Balancing Service Provider indulges in conduct or actions that negatively affect or threaten the operation of RTE's IS applications.

After contacting the Balancing Service Provider to inform it of its situation and request its regularization, and in the failure of the Balancing Service Provider to do so, RTE shall declare the suspension of the Balancing Service Provider's Participation Agreement. The suspension of the Balancing Service Provider's Participation Agreement shall take effect on the date of notification by RTE.

Balancing Bids submitted by the Balancing Service Provider after the effective date of the suspension are not taken into account by RTE and cannot therefore be called.

RTE notifies CRE and DGEC of the suspension. RTE notifies the DSO of the suspension of the Balancing Service Provider's Participation Agreement when the Balancing Perimeter of the Balancing Service Provider affected contains Consumption Sites connected to their Networks.

Notwithstanding the suspension of its Participation Agreement, the Balancing Service Provider remains liable for all amounts due in regard to achieved volumes based on Profiled or Remotely-Read Consumption BEs determined by RTE, as well as invoices prepared by RTE before the effective date of the suspension of the Participation Agreement, subject to the provisions of Article 2.M.

The Balancing Service Provider must regularize its situation within 2 Business Days of the notification of suspension. If the Balancing Service Provider has regularized the situation, RTE notifies the Balancing Service Provider of the lifting of the suspension and the resumption of the Participation Agreement no later than three (3) Business Days after its reception of evidence of regularization of the situation by the Balancing Service Provider. RTE informs CRE, DGEC, and the DSOs to whose networks the sites within the Balancing Perimeter of the Balancing Service Provider are connected of the lifting of the suspension.

If the Balancing Service Provider fails to regularize the situation within two (2) Business Days of the notification of suspension by RTE, RTE may serve the Balancing Service Provider with formal notification of the need to regularize the situation within ten (10) Business Days. If, on expiry of the aforementioned period of ten (10) Business Days - the deadline given in the formal notification - the Balancing Service Provider continues to default on its obligations, RTE may terminate the Participation Agreement under the conditions provided in Article 2.D.3.

2.D.3. Termination

2.D.3.1. Termination by RTE

2.D.3.1.1. Requirements for termination

RTE may terminate the Participation Agreement via registered mail with recorded delivery in the following cases:

- Failure by a BE to respect the conditions specified in Article 2.M.7.4; or

- after the Balancing Service Provider has been served with formal notification by RTE of the need to obtain the required Bank Guarantee or to re-assess its Bank Guarantee and make a payment covering the outstanding amount to the Collection and Payment Fund, and it has failed to rectify the situation by the closing date indicated in the letter of formal notification, in accordance with the General Provisions; or
- following a Payment Incident, after the Participant is served with formal notification of the need to pay the sums due to RTE but fails to rectify the situation within a period of 10 days; or
- following the calling-in of the Bank Guarantee, after RTE serves the Balancing Service Provider with formal notification of the latter's obligation to notify RTE of a new Bank Guarantee in conformity with the General Provisions, and the Balancing Service Provider fails to rectify the situation by the closing date given in the formal notification; or
- in cases of formal notification, as provided in Article 2.F.3.3, of the Balancing Service Provider by the System Operator of the need to transmit to the latter the contract document in compliance with the procedure described in Article 2.F.3.3.1, and the Balancing Service Provider has failed to comply with this obligation by the closing date indicated in the formal notification, and in the event this omission to comply with the obligations provided in Article 2.F.3.3.2 is repeated; or
- if, 10 Business Days after the date of reception by the Balancing Service Provider of the formal notification sent by RTE subsequent to the former's omission to submit Balancing Mechanism bids for more than six (6) consecutive months, the inactivity persists, and if the Balancing Service Provider does not contest the termination before the end of the period indicated in the letter of formal notification; or
- after RTE's notification of the Balancing Service Provider of the need to remedy its situation following the suspension of its activity in accordance with Article 2.D.2, the Balancing Service Provider fails to do so within the period indicated in the letter of formal notification.

2.D.3.1.2. Formal notification and termination procedure

A formal notification shall be served by RTE to the Participant by registered letter with recorded delivery. It states the lawful grounds for the formal notification and the deadline given to redress the situation.

For all formal notifications served by RTE to a Balancing Service Provider, RTE must simultaneously inform the DSOs to which the sites in the Participant's perimeter are connected by sending them a copy of the formal notification; RTE also reserves the right to notify DGEC and CRE.

If the situation is remedied within the time limit set out in the formal notification, RTE shall notify the Balancing Service Provider by registered letter with recorded delivery of the continuation of the contract, informing the DSOs concerned and, where appropriate, DGEC and CRE.

If the situation has not been remedied within the given time limit after service of the formal notification, RTE shall notify the Balancing Service Provider of the termination of its Participation Agreement, by registered letter with recorded delivery, specifying the legal grounds for termination and the effective date of the termination. A copy of this Notice of Termination of the Participation Agreement shall be simultaneously sent to the DSOs concerned.

RTE must also inform, by no later than the first Business Day following the effective date of termination:

- DGEC and CRE;
- where relevant, the foreign TSOs concerned.
- Termination shall take effect on the date RTE indicates to the Participant.

2.D.3.2. Termination by a Participant

The Participant may terminate its Participation Agreement at any time by sending RTE notification by registered letter with recorded delivery. Termination shall take effect at the end of the 10-day period following the date of reception of the notification. This 10-day period may be shortened by agreement between the Parties in the event the Participant is about to cease all activity.

In the event RTE fails to comply with its obligations under Chapter 2, the Participant shall send RTE a formal notification, by registered letter with recorded delivery, urging it to comply with its obligations. If, on expiry of the aforementioned 10-day period following the formal notification, RTE continues to default on its obligations, the Participant may terminate its Participation Agreement by registered letter with recorded delivery. The Participation Agreement shall then be immediately terminated on the date of reception by RTE of the registered letter with recorded delivery.

The Participant must notify the DSO to which the Sites comprising its perimeter are connected of the termination of its Participation Agreement.

2.D.3.3. Termination in the event of force majeure

Either Party may terminate the Participation Agreement, under the conditions set out in the General Provisions, in the event of force majeure.

The Party initiating the termination must notify the DSOs to which the sites in the Participant's perimeter are connected of the termination of the Participation Agreement.

2.D.3.4. Consequences of the termination of a Participation Agreement

In the event of termination, each Party shall pay the other the amounts due to it within 15 days of the termination. Notwithstanding the termination of its Participation Agreement, the Participant remains liable to RTE for all sums invoiced by RTE during the period prior to the effective termination date. Consequently, the Participant recognizes that in application of the present Chapter RTE will send it the invoices in the period after the effective termination date, which the Participant must pay. In this regard, the Participant undertakes to declare changes to its contact details as indicated in Appendix 2.A2.

In the same way, RTE remains liable to the Participant for payment of the sums due in application of the present Chapter for the period prior to the effective termination date.

2.D.4. Assignment and transfer

In addition to the requirements given in the General Provisions, assignment does not result in the transfer from the assignor Balancing Service Provider to the assignee Balancing Service Provider of:

- its Balancing Perimeter. The transfer of the Balancing Perimeter shall be made in accordance with the provisions of Article 2.F. In particular, the assignee Balancing Service Provider must enter into new attachment agreements and submit these attachment agreements to RTE at least 30 days before the effective date of the assignment of the Participation Agreement;
- where applicable, the Bank Guarantee it has constituted under the General Provisions. The assignee Balancing Service Provider must provide RTE with a new Bank Guarantee before the effective date of the assignment of the Participation Agreement.
- Where applicable, the Load Reduction Technical Approval or other elements as defined in the NEBEF Terms and Conditions.

2.D.5. Liability

In addition to the requirements given in the General Provisions, each System Operator is liable to the Balancing Service Providers for harmful consequences resulting from the data it provides, or must provide, for calculation of the volumes achieved by the BEs or the management of Balancing Perimeters when this data is missing or incorrect.

The Party or DSO which considers itself to have suffered damage must notify the Party or DSO it considers to be responsible, as soon as possible after occurrence of the damage.

In regard to the provision and publication of data by RTE, and in accordance with the procedures described in Article 2.P, the Balancing Service Provider and DSO are solely liable for the use that they or, where applicable, their designated third parties make of the data provided and/or published by RTE. The aforementioned data is used and transmitted at the responsibility of the Balancing Service Provider and DSO, who are solely responsible for damages of any kind, direct or indirect, suffered by themselves or caused to a third party and sustained during or as a consequence of their use of such information.

2.E. Qualification of the Balancing Service Provider

Legal persons wishing to participate in the Balancing Mechanism must obtain Qualification as a Balancing Service Provider through validation of the applicable conditions given in the following Articles.

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

2.E.1. General conditions for Qualification as a Balancing Service Provider

Legal persons wishing to qualify as Balancing Service Providers must:

- have submitted to RTE, as a test, a Specific Balancing Bid and the Bid Usage Conditions on the IS application dedicated to the Scheduling Process and the management of the Specific Balancing Bids and RR Standard Balancing Bids, in accordance with Articles −o and 2.J.1.3 and the IS Terms and Conditions; and
- have conducted a test file exchange with RTE on the IS application dedicated to the transmission of Balancing Orders, in accordance with the IS Terms and Conditions; and

- be in possession of the document, signed with RTE as part of its application for a Participation Agreement, attesting to the successful completion of the tests required under the IS Terms and Conditions; and
- sign a Participation Agreement under the provisions of this Chapter, using the form included in Appendix 2.A2.

To participate in the MARI Platform, a Balancing Service Provider must, in addition to the conditions indicated above:

- have submitted to RTE, as a test, an mFRR Standard Bid on the IS application dedicated to the management of mFRR Standard Balancing Bids, in accordance with Article 2.J.3 and the IS Terms and Conditions;
- have sent RTE for test purposes, through a designated Order Recipient, a Final Dispatch Schedule on the IS application dedicated to the transmission of Balancing Orders, in accordance with Chapter 1 and the IS Terms and Conditions.

To participate in the TERRE Platform, a Balancing Service Provider must, in addition to the conditions indicated above:

- have submitted to RTE, as a test, an RR Standard Balancing Bid on the IS application for the Scheduling Process and the management of Specific Balancing Bids and RR Standard Balancing Bids, in accordance with Article 2.J.3 and the IS Terms and Conditions;
- have sent RTE for test purposes, through a designated Order Recipient, a Final Dispatch Schedule on the IS application dedicated to the transmission of Balancing Orders, in accordance with Chapter 1 and the IS Terms and Conditions.

By virtue of the responsibilities allocated to them under the provisions of this Chapter, DSOs may not be designated as Balancing Service Providers.

2.E.2. Special conditions for the qualification of a Balancing Service Provider whose Balancing Perimeter includes at least one Consumption Site

2.E.2.1. Requirements for Load Reduction Technical Approval

Balancing Service Providers wishing to include a Consumption Site in their Balancing Perimeter must hold Load Reduction Technical Approval issued by RTE in accordance with the conditions set out below.

2.E.2.2. Procedures for obtaining Load Reduction Technical Approval

Load Reduction Technical Approval, where necessary, is issued by RTE under the procedures specified in the NEBEF (notification of a load reduction block exchange) Terms and Conditions.

2.E.3. Special conditions for the qualification of a Balancing Service Provider whose Balancing Perimeter includes at least one Profiled Consumption Site

2.E.3.1. Qualification requirements for metering systems installed by the Balancing Service Provider

If the Balancing Perimeter of the Balancing Service Provider includes at least one Profiled Consumption Site whose Load Curve is established using data supplied by the Balancing Service Provider, the latter must hold a Qualification issued by RTE according to the terms set out below.

If the Load Curve of the Profiled Consumption Sites concerned is established using data supplied by the DSO, the Balancing Service Provider does not have to produce the aforementioned Qualification.

2.E.3.2. Conditions of Qualification of metering systems installed by the Balancing Service Provider

Qualification of the metering systems installed by the Balancing Service Provider is issued by RTE, when necessary, in accordance with the procedures indicated in the specifications of the Qualification mechanism formulated in accordance with the NEBEF Terms and Conditions.

These specifications shall indicate, on the one hand, the rules, technical requirements and time limit for awarding the initial Qualification and, on the other, the rules and periodicity of renewal of the Qualification where the Balancing Service Provider already holds an initial Qualification.

2.E.4. Case of Balancing Service Providers holding a Balancing Mechanism Participation Agreement on 1 September 2019

Balancing Service Providers holding a Participation Agreement as Balancing Service Providers on 1 September 2019 shall be considered as Qualified.

2.F. Management of the Balancing Perimeter

2.F.1. Concept of Balancing Perimeter

Each Balancing Service Provider has a single Balancing Perimeter.

The Balancing Perimeter attached to a Balancing Service Provider consists of one or more Balancing Entities.

The composition of Balancing Perimeters must observe the conditions given in Articles 2.F.3.1 and 2.F.3.3.

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

2.F.2. Balancing Entity

2.F.2.1. Conditions to be respected by each Balancing Entity according to its type

The effective market participation of a Balancing Entity is subject to compliance, by all Sites comprising it, with the following criteria:

- for Sites connected directly to the PTS: signature of the final operating agreement;
- for Sites connected indirectly to the PTS: signature of the final operating agreement or, where applicable, obtaining the “Final Operational Notification”;
- for Sites connected to the PDS: commissioning (which includes entry into service, the System Access Contract and attachment to the Balancing Perimeter);

- for all Sites: attachment to a Balancing Perimeter.

2.F.2.2. Exchange Point BE

An Exchange Point BE is constituted by physical assets located outside of metropolitan France and able to meet a request by RTE to inject into/extract from the System a given quantity of electricity during a given period by means of an Exchange Point, i.e. a point of physical connection to an Interconnector. As a consequence, the activation of a bid originating from an Exchange Point BE must not lead to supply (for Upward Balancing Bids) or sale (for Downward Balancing Bids) by the Balancing Service Provider on the French intraday market, whether by means of an explicit energy flow or by implicit nomination.

It must be declared by a person holding a Participation Agreement for Import/Export Terms and Conditions.

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

2.F.2.3. PTS Injection BE

A PTS Injection BE consists of:

- one or more SEs, all located at the same Injection Site and connected directly or indirectly to the PTS;
- or a single SE, located on the same Stationary Storage Site or on different Stationary Storage Sites subject to the approval of RTE, and connected directly or indirectly to the PTS.

It may also consist of one or more SEs located at different Injection Sites connected, directly or indirectly, to the PTS, subject to the approval of RTE; or where the following cumulative conditions are met:

- the SEs constituting such a BE do not participate in either the Frequency Containment Reserve or the Automatic Frequency Restoration Reserve;
- one SE at most offers Maximum Power greater than 12 MW and less than 40 MW;
- all other SEs offer Maximum Power of 12 MW or less;
- the sum of the Maximum Powers of the SEs constituting the Balancing Entity is less than or equal to 100 MW.

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

All sites comprising an SE must be attached to the same BE.

The Balancing Service Provider to which the PTS Injection BE is attached must be the same legal entity as the Scheduling Agent to whose perimeter the SE(s) comprising this BE belong.

2.F.2.4. PDS Generation BE

A PDS Generation BE may consist of:

- before date MA_2, Injection Sites only, all connected directly or indirectly to the PDS, and possibly connected to different DSOs;

- an SE comprised solely of Injection Sites, all connected directly or indirectly to the PDS, and possibly connected to different DSOs;
    - before date MA_2, a PDS Injection BE with this composition cannot submit an explicit Specific Balancing Bid;
- after a date MA_7, several SEs consisting solely of Injection Sites, all connected directly or indirectly to the PDS, and possibly connected to different DSOs;
    - before date MA_2, a PDS Injection BE with this composition cannot submit an explicit Specific Balancing Bid;
- one or more SEs consisting solely of Stationary Storage Sites, all connected directly or indirectly to the PDS, and possibly connected to different DSOs.

The Injection Sites or Stationary Storage Sites that make up the PDS Generation BE are all connected to the same Balance Responsible Party.

All sites comprising an SE must be attached to the same BE.

The Balancing Service Provider to whose perimeter the PDS Generation BE is attached must be the same legal person as the Scheduling Agent to whose perimeter the SEs comprising this BE are attached.

2.F.2.5. Remotely-read Consumption BE

A Remotely-read Consumption BE consists exclusively of Remotely-read Consumption Sites connected, directly or indirectly, to the PTS or PDS.

2.F.2.6. Profiled Consumption BE

A Profiled Consumption BE consists of Consumption Sites whose Subscribed Power is below the threshold at which the consumption of the Sites can be calculated by Profiling, as defined in Chapter 3.

2.F.2.7. Special conditions for Consumption BEs eligible for call priority under Article R321-24 of the Energy Code

To qualify for call priority as provided in Article R321-24 of the Energy Code, the Balancing Service Provider must set up a Balancing Entity exclusively consisting of Generation Units or Injection Sites having the following characteristics:

- Generation Units or Injection Sites qualifying as power generation facilities using renewable energies, within the meaning of Article L211-2 of the Energy Code;
- Generation Units or Injection Sites meeting the qualification for cogeneration facilities with specific energy efficiency, within the meaning of the decree of 20 July 2016 of the Ministry of Energy laying down the technical specifications of high-efficiency cogeneration facilities.

2.F.3. Changes to the Balancing Perimeter

All notifications concerning changes to the Balancing Perimeter should be sent to the following parties:

- for notifications between RTE and the Balancing Service Provider, the correspondents designated in Appendix 2.A2;
- for notifications between the DSO and the Balancing Service Provider, the correspondents indicated by the DSO to the Balancing Service Provider;
- for notifications between RTE and a DSO, the correspondents respectively designated by RTE and the DSO in Article 2.A5.3.

2.F.3.1. Adding or removing a Balancing Entity to/from a Balancing Perimeter

2.F.3.1.1. Procedure for the creation of a BE by a Balancing Service Provider

The Balancing Service Provider may submit an application to create a BE to RTE. The application must specify the type of BE desired, and the Order Recipient.

The Balancing Service Provider informs RTE of the achieved volume calculation method used in the Consumption BEs.

The Balancing Service Provider shall specify to RTE, for each BE and in accordance with the IS Terms and Conditions, which Distribution System Operators possess at least one Generation Unit, Stationary Storage Site or Consumption Site of the BE on their systems.

Within 5 Business Days of the reception of the application, RTE shall notify the Balancing Service Provider of the name of the Balancing Entity, thereby enabling the procedure for attaching one or more Generation Units, Stationary Storage Sites or Sites to this BE, as defined in Article 2.F.3.3. Within the same time frame, or no later than 7 Business Days before the end of the month in which the application is received, RTE informs all DSOs that a BE has been added to the Balancing Service Provider's Balancing Perimeter, where the type of BE allows the addition of Sites connected to the PDS.

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

The Balancing Perimeter is updated according to the timelines described in Article 2.F.3.4.

2.F.3.1.2. Procedure for the removal of a BE by a Balancing Service Provider

The Balancing Service Provider may remove a Balancing Entity from its Balancing Perimeter. To do so, it must send a removal application to RTE.

Prior to any removal application, the Balancing Service Provider must ensure it has filed an application with the relevant System Operator(s) to remove all Generation Units and Sites from the Balancing Entity, as described in Article 2.F.3.1.

Within 3 Business Days of the date of reception of the removal application, RTE shall notify the Balancing Service Provider by e-mail of its reception of the removal application. Where the BE contains Sites connected to the PDS, RTE shall inform the relevant DSO(s) of removal.

The removal of the BE from the Balancing Perimeter shall take effect, provided all Generation Units and Sites have been removed from the Balancing Entity, within the time limits described in Article 2.F.3.4.

2.F.3.1.3. Removal of a BE by RTE

RTE may remove a BE from the Balancing Perimeter of a Balancing Service Provider:

- in the event of repeated anomalies with the Balancing Orders in this BE, as provided in Article 2.M.7.4;
- when the Balancing Service Provider fails to send the agreement it has with the User of a Generation Unit or a Site connected to the BE following formal notification of the need to do so by the System Operator, as provided in Article 2.F.3.3.3; or
- when this BE no longer contains any Sites.

In the latter case, RTE may notify the Balancing Service Provider, via email, of the removal of the BE and the date on which the update to the Balancing Perimeter takes effect following removal. RTE shall inform the DSO(s) concerned accordingly.

The removal of a BE from a Balancing Service Provider's Balancing Perimeter automatically entails the removal of the Sites that comprise it. RTE is not liable for any harmful consequences suffered by the Balancing Service Provider or the Sites by virtue of the removal of the BE and the application of this Article. Such harmful consequences shall be borne by the Balancing Service Provider concerned.

2.F.3.2. Requirements for attachment to a BE

2.F.3.2.1. Existence of a Metering Installation

In order to participate in the Balancing Mechanism, a Generation Unit, Stationary Storage Site, Injection Site or Consumption Site must be equipped with a Metering Installation which returns remotely-read Load Curves at 10-Minute Intervals. No later than the Saturday preceding date MA_{20}, this data will be generated at 5-Minute Intervals or 15-Minute Intervals, according to the conditions defined in Article 2.L.2.

2.F.3.2.2. Identification of the Generation Unit or Site

Before initiating any procedure for attaching a Generation Unit or a Site to a Balancing Perimeter, as described in Article 2.F.3.3.2, the Balancing Service Provider must identify the Generation Unit or the Site as described below.

2.F.3.2.2.1. Identification reference used by the Balancing Service Provider

The Balancing Service Provider identifies:

- the Site by its SIRET number or, failing this, for Consumption Sites that do not have this number, by the point of electricity consumption; and
- the Generation Unit by its “code décompte”; and
- the Stationary Storage Site by its SIRET number or, failing this, for Stationary Storage Sites which do not have such a number, by the point of electricity consumption and the mention “storage”.

2.F.3.2.2.2. Identification reference used by System Operators

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

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

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

- the CARD (Distribution System Access Contract)-Injection number or Measurement Reference Point (PRM) number for Generation Units, Stationary Storage Sites or Injection Sites, or
- the Delivery Point (PDL) number for Consumption Sites or Stationary Storage Sites in the Low Voltage domain up to 36 kVA inclusive; or
- the PRM or PDL number for Consumption Sites or Stationary Storage Sites above 36 kVA, or
- the CARD-Consumption number or the PRM number where the Consumption Site or Stationary Storage Site holds a direct contract with the Distribution System Operator;

- For Generation Units or Sites connected to the PTS, the reference is:
  - the CART (Transmission System Access Contract) number, or
  - the Metering Data Service Contract number, or
  - the SIRET number for Consumption Sites holding a Single Contract or an Integrated Contract.

2.F.3.2.2.3. Acquisition by the Balancing Service Provider of the identification reference used by the System Operator

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

- for Sites connected to the Public Transmission System:
  - the SIRET number;
- for Sites connected to the Public Distribution System:
  - the SIRET number, or
  - the postal address, consisting of the following elements:
    - the street number,
    - the street name,
    - additional address details (residence, building, staircase, floor, location on floor etc.),
    - the postcode,
    - the municipality.

Where the above elements do not allow the Balancing Service Provider to determine the Site's reference, the DSO may, in order to do so, request one or more of the following additional elements:

- the name of the System User (name for a natural person; corporate name with name of Site and SIRET number for a legal person); and/or
- the Meter registration number.

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

The IS Terms and Conditions specify the procedures, formats and means of exchange between the Balancing Service Providers and DSOs concerned.

2.F.3.2.3. Agreement between the Balancing Service Provider and the User of the Generation Unit or Site attached to a Balancing Entity

2.F.3.2.3.1. General arrangements

Before initiating any procedure for attaching a Generation Unit or a Site to a BE, as described in Articles 2.F.3.2 and 2.F.3.3.2, the Balancing Service Provider, when not the same as the User, must ensure it has obtained the written agreement, possibly by electronic means, of the latter. The Balancing Service Provider is responsible for the validity of this written agreement from the moment of its signature, for the entire duration of the Participation Agreement, and until the agreement between the User and the Balancing Service Provider is terminated, or until this written agreement is challenged under the conditions set out in Article 2.F.3.1.

This agreement is a necessary prerequisite for all applications filed by the Balancing Service Provider with the System Operator concerned to add a Generation Unit or a Site to a BE in its Balancing Perimeter.

In the event of non-compliance with this obligation, the Balancing Service Provider shall be liable for all consequences related to the application of the provisions of this Chapter to the Balancing Service Provider’s Balancing Perimeter, without taking into account the removal of the User, including all the consequences related to the disclosure of information by RTE or the DSOs concerned while the Generation Unit or the Site is no longer part of the Balancing Service Provider’s Balancing Perimeter.

The User’s agreement formalizes:

- its participation in the Balancing Mechanism;
- the authorization given by the User to the Balancing Service Provider to perform one or more balancing operations on volumes:
    - Produced by its Generation Unit or Injection Site, or
    - Consumed by its Consumption Site, or
    - Injected and consumed by its Stationary Storage Site;
- its agreement to the transmission between the Balancing Service Provider, the DSO and RTE of the information needed for the Balancing Mechanism to work correctly, including commercially sensitive information;
- the User's commitment to be free, on the effective date of attachment to the Balancing Perimeter indicated in the agreement, from all contracts signed previously with another Balancing Service Provider for this Generation Unit or this Site;
- for Generation Units, Stationary Storage Sites or Injection Sites, the User's commitment to inform the Balancing Service Provider of any change of Balance Responsible Party no later than 10 Business Days before the change becomes effective;

- the authorization given by the User to the Balancing Service Provider to request from the System Operator concerned the Load Curves of the Site attached to a BE in its Balancing Perimeter, prepared in accordance with Article 2.L.2.2.1, and to acknowledge reception of the aforementioned Load Curves.

This contractual document must be signed by the User of the Generation Unit or the Site and by the Balancing Service Provider. The authentic date of signature is the most recent date, i.e. the date on which the document is last signed.

2.F.3.2.3.2. Specific procedures applicable to Consumption Sites

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

- for Consumption Sites holding a CARD and not included in the Corrected Payment Model, to declare to the DSO to which the Site is connected, using the form provided in Appendix 2.A3, the identity of its Electricity Supplier within a time period consistent with the procedure for attaching the Remotely-read Consumption Site to a Balancing Perimeter, as described in Articles 2.F.3.3.2 and 2.F.3.4;
- for the same Sites, to inform the DSO to which the Site is connected of a change in its Electricity Supplier no later than 30 days before the change becomes effective, by updating the form provided in Appendix 2.A3;
- to respond to the requests made by the DSO to which it is connected.

For Consumption Sites connected to the PDS and whose Subscribed Power is strictly greater than 36 kVA, the Balancing Service Provider must ensure that it has obtained confirmation, from the holder of the CARD or Single Contract, that the conduct envisaged under the Balancing Mechanism is consistent with the conditions of access to the PDS on its Site.

For Consumption Sites connected to the PTS and Consumption Sites holding a CARD, belonging to a Consumption BE and with Subscribed Power greater than 36 kVA, the agreement must specify that the payment the Balancing Service Provider owes to the Supplier of the Site following a Load Reduction is subject to the provisions of the Corrected Payment Model.

For Sites belonging to a Consumption BE, the Balancing Service Provider must obtain written consent from the User of the Site authorizing RTE to carry out audits of the metering and transmission systems put in place by the Balancing Service Provider, and to check the chain of command for Load Reduction operations by the Balancing Service Provider, within the context of the checks required under the NEBEF Terms and Conditions.

For a Profiled Consumption Site whose Load Curve is prepared using data supplied by the Balancing Service Provider, the Site User's written agreement must include authorization by the Profiled Consumption Site to send RTE the consumption data recorded on the apparatus installed by the Balancing Service Provider.

2.F.3.2.3.3. Request for disclosure of the agreement between the Balancing Service Provider and the User of the Generation Unit or Site

The Balancing Service Provider cannot attach a Generation Unit or a Site to a BE without first obtaining the User's consent, as described in Article 2.F.3.3.1.

In the event of serious doubt as to the existence and/or validity of this agreement, the System Operator to whose system the Generation Unit or the Site is connected may formally request a copy of the User's agreement from the Balancing Service Provider. This document must comply with the requirements on presentation described in Articles 2.F.3.3 et seq.

In this case, and in the absence of a response from the Balancing Service Provider in the 5 Business Days following its reception of the request of the aforementioned System Operator, the latter may serve the Balancing Service Provider with formal notification of the latter's obligation to send it a copy of the User's Agreement in the 2 Business Days following its reception of the formal notification by the aforementioned System Operator.

If the Balancing Service Provider fails to provide the System Operator with this document within the indicated time, the System Operator shall notify the Balancing Service Provider of the removal of the Generation Unit or Site from its Balancing Perimeter and, a fortiori, from the BE to which the Generation Unit or Site is attached, as provided in Article 2.F.3.3.3.1.3.

In accordance with Article 2.F.3.1.3, RTE may also notify the Balancing Service Provider of the removal of the Balancing Entity to which the Generation Unit or the Site is attached, and in regard to which the Balancing Service Provider has been served with formal notification of its obligation to provide a copy of its agreement with the User of the Generation Unit or Site.

In the event the signature date of the User's agreement falls before the date of the most recent change of holder of the contract governing the Generation Unit's or the Site's access to the system, the System Operator shall notify the Balancing Service Provider of the removal of the Generation Unit or Site from its Balancing Perimeter.

In the event the Balancing Service Provider omits, following a new formal notification sent by the System Operator in the 12 months following the previous and unfruitful formal notification, to provide a copy of its agreement with the User of the Generation Unit or Site in the 2 Business Days following reception of the formal notification, RTE may proceed to the termination of the Participation Agreement in accordance with the procedure described in Article 2.D.3.1.

2.F.3.3. Addition or removal of a Generation Unit or Site from a BE

2.F.3.3.1. General Terms and Conditions of attachment of a Generation Unit or Site

2.F.3.3.1.1. Attachment of a Generation Unit or Site to a BE

A Generation Unit or Site can be attached to one BE only. Pumped-storage hydroelectric power stations ("STEP") constitute an exception to this rule. A STEP can in effect be attached to two BEs: one corresponding to the operation of the STEP in turbine mode, and the other corresponding to the operation of the STEP in pump mode.

In all other cases where an application to attach a Generation Unit or a Site would be likely to challenge this single attachment, the contractual document described in Article 2.F.3.3 and attesting to the User's consent to attach a Generation Unit or Site to the Balancing Perimeter of the Balancing Service Provider is the valid contractual document. The Balancing Service Provider must send this document to the System Operator serving it with formal notification to do so in the 5 Business Days following reception of the letter of formal notification.

If the Balancing Service Provider does not send this document to the System Operator within the indicated period, the System Operator shall remove the Generation Unit or Site from the BE concerned, as described in Article 2.F.3.3.3, or reject the requested attachment. As described in Article 2.F.3.3.3, RTE may also notify the Balancing Service Provider of the removal of the Balancing Entity to which the Generation Unit or Site is attached.

If more than one document exists relating to the agreement for the same Generation Unit or the same Site, only the document with the earliest signature date shall be valid, unless this agreement has been terminated.

Where applicable, in the 5 Business Days following reception of the contract document, the System Operator shall notify the Balancing Service Provider of the list of Generation Units or Sites whose contract documents are invalid, and which shall either be removed from its Balancing Perimeter in accordance with the procedures described in Article 2.F.3.3.3 or will not be attached to the aforementioned Balancing Perimeter.

2.F.3.3.1.2. Joint attachment of a Consumption Site to a DRE and a BE

Based on the list of Consumption Sites belonging jointly to a Demand Response Entity and to a BE, issued by the Balancing Service Provider in accordance with Article 2.F.3.3.2, the participation of a single Consumption Site attached to both a Demand Response Entity and to a BE is possible on condition the Balancing Service Provider and the Demand Response Aggregator are the same legal entity.

If an application to add a Consumption Site to a BE is not compatible with this rule, the System Operator shall notify the Balancing Service Provider that the Site concerned already belongs to a Demand Response Entity.

In this case, the Balancing Service Provider must send the document mentioned in Article 2.F.3.3 to the System Operator that notifies it of the application in the 5 Business Days following reception of the Notification.

In the event the Balancing Service Provider does not send this document to the System Operator within the indicated period, the System Operator will not add the Site to the Balancing Perimeter, as provided in Article 2.F.3.3.3.

If more than one document exists relating to the agreement for the same Site, only the document with the earliest signature date shall be valid, unless this agreement has been terminated.

If applicable, in the 5 Business Days following reception of the document mentioned in Article 2.F.3.3, the System Operator notifies the Balancing Service Provider of the list of Consumption Sites whose contract documents are invalid and which will not be added to its Balancing Perimeter as provided in Article 2.F.3.3.3.

2.F.3.3.2. Change requests by the Balancing Service Provider in relation to a Generation Unit or a Site

As long as it observes the constraints defined in Articles 2.F.3.1 And 2.F.3.3, the Balancing Service Provider may:

- add a Generation Unit or Site to a BE;

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

For a change to take effect on the first day of Month M+1, the request must be sent by the Balancing Service Provider to the System Operator to whose system the Generation Unit or Site concerned is connected in the 10 Business Days following the end of Month M.

Requests to add a Generation Unit or Site to a BE must contain the information described in Articles 2.F.3.3.2.1, 2.F.3.3.2.2 or 2.F.3.3.2.3.

Requests to remove a Generation Unit or Site from a BE must include:

- the identifier of the BE from which the Balancing Service Provider wishes to remove the Generation Unit or Site; and
- the reference of the Generation Unit or Site in question, as specified in Article 2.F.3.2

Requests to change the characteristics of a Generation Unit or Site in a BE must include:

- the identifier of the BE from which the Balancing Service Provider wishes to remove the Generation Unit or Site; and
- the reference of the Generation Unit or Site in question, as specified in Article 2.F.3.2; and
- The characteristic(s) to be changed.

In cases where the change concerns a Generation Unit or Site connected directly or indirectly to the Distribution System, for the change to take effect on the 1st day of Month M+1, the Balancing Service Provider must send RTE, in the 10 Business Days following the end of Month M, an updated list of Distribution System Operators containing at least one Generation Unit or Site of the Balancing Entity in their territory, as mentioned in Article 2.F.3.1.1.

2.F.3.3.2.1. Application to add a Generation Unit or Injection Site to a BE

The Balancing Service Provider sends the System Operator concerned:

- the identifier of the BE to which it wishes to attach the Generation Unit or Injection Site; and
- the reference of the Generation Unit or Injection Site, as specified in Article 2.F.3.2; and
- the Balancing Capacity of each Generation Unit or Injection Site; and
- the agreement of the Balance Responsible Party to whose perimeter this Generation Unit or Site is attached, using the form provided in Appendix 2.A4; and
- for an Injection Site connected to the PDS, the information necessary for the DSO to take into account the range of balancing operations in the calculation of the Impact Factor by Delivery Point Substation;
- where applicable and from date MA14, the identifier of the SE to which the site is attached (according to the classification defined in 2.F.2.4.).

Where the Balancing Service Provider wishes to benefit from the call priority provided under Article R321-24 of the Energy Code, it must also send to the System Operator concerned a document certifying that the Generation Unit or Injection Site has the following characteristics:

- Generation Unit or Injection Site qualifying as a power generation facility using renewable energies, within the meaning of Article L211-2 of the Energy Code;
- Generation Unit or Injection Site qualifying as a cogeneration facility with rated energy efficiency in accordance with the Energy Minister's decree of 20 July 2016 defining the technical characteristics of high-efficiency cogeneration facilities.

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

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

2.F.3.3.2.2. Application to add a Remotely-Read Consumption Site to a Remotely-Read Consumption BE

The Balancing Service Provider sends the System Operator concerned:

- the ID of the BE to which it wishes to attach the Site; and
- the reference of the Site, as specified in Article 2.F.3.2; and
- the Balancing Capacity of the Site; and
- the identifier of the DRE concerned, for Sites jointly belonging to a DRE and a BE; and
- where applicable, the information necessary for the DSO to include the range of balancing operations in the calculation of the Impact Factor by Delivery Point Substation.

2.F.3.3.2.3. Application to add a Consumption Site to a Profiled Consumption BE

The Balancing Service Provider sends the System Operator concerned:

- the ID of the BE to which it wishes to attach the Site; and
- the reference of the Site, as specified in Article 2.F.3.2; and
- the information required by the DSO to include the range of balancing operations in the calculation of the Impact Factor by Delivery Point Substation; and
- the identifier of the DRE concerned, for Sites jointly belonging to a DRE and a BE; and
- when the data from the metering installations of Distribution System Operators does not present the characteristics required for the certification of Load Reduction operations, the date of installation of the measuring equipment installed by the Balancing Service Provider on the Consumption Site; and
- the object of measurement, which is either the DSO's Metering Installation or, if the data from the Distribution System Operators' metering installations does not present the characteristics required for the certification of Load Reduction operations, the channels available for load reduction by the Balancing Service Provider.

2.F.3.3.2.4. Application to add a Stationary Storage Site to a BE

The Balancing Service Provider sends the System Operator concerned:

- the ID of the BE to which it wishes to attach the Stationary Storage Site; and
- the reference of the Stationary Storage Site, as specified in Article 2.F.3.2 ; and
- the Balancing Capacity of each Stationary Storage Site comprising it; and
- the agreement of the Balance Responsible Party to whose Perimeter the Site is attached, using the form provided in Appendix 2.A4; and
- for a Stationary Storage Site connected to the PDS, the information necessary for the DSO to include the range of balancing operations in the calculation of the Impact Factor by Delivery Point Substation.

RTE reserves the right to verify that the Stationary Storage Site connected to the PTS effectively presents the characteristics defined in the certificate issued by the Balancing Service Provider.

2.F.3.3.3. Processing of change applications by the System Operator concerned

In the 5 Business Days following reception of the application from the Balancing Service Provider, the System Operator concerned:

- checks compliance with the conditions laid down in Articles 2.F.3.2.1, 2.F.3.2.3 and 2.F.3.3.2; and
- Notifies the Balancing Service Provider of:
    - acceptance of its application to add or remove a Generation Unit or a Site from the Balancing Entity; or
    - legitimate grounds for the rejection of a Generation Unit or a Site, in accordance with Articles 2.F.3.2.1, 2.F.3.2.2 and 2.F.3.3.2.

2.F.3.3.3.1. Removal of a Generation Unit or a Site from a BE at the initiative of the System Operator

2.F.3.3.3.1.1. Removal of a Generation Unit, Stationary Storage Site or Injection Site following a change of Balance Responsible Party

A change of Balance Responsible Party in a Generation Unit, Stationary Storage Site or Injection Site included in a Balancing Service Provider's Perimeter shall result in:

- either the removal of this Generation Unit or Injection Site from the BE, when the BE in question contains one or more Generation Units, Stationary Storage Sites or Injection Sites that wish to retain their Balance Responsible Party;

- or the obligation of the Balancing Service Provider to provide the System Operator concerned with the agreement of the new Balance Responsible Party to whose Perimeter this Generation Unit or Site is attached, when all the Generation Units, Stationary Storage Sites or Injection Sites contained in the BE are concerned by the same change of Balance Responsible Party. The aforementioned agreement must be sent by the Balancing Service Provider to the relevant System Operator no later than 7 Business Days before the change of Balance Responsible Party takes effect. If the agreement is not sent within the allotted timeframe, the Generation Unit, Stationary Storage Site or Injection Site in question will be removed by the BE's competent System Operator.

Where applicable, when performed by a System Operator, the removal of a Generation Unit, Stationary Storage Site or Injection Site takes effect at the same time as the change of Balance Responsible Party.

The System Operator to which the Generation Unit or Site is connected must notify the Balancing Service Provider of this change and, where applicable, of the removal of the Generation Unit or the Site from the Balancing Entity concerned.

2.F.3.3.3.1.2. Removal after termination of the agreement between the Balancing Service Provider and the User of the Generation Unit or the Site

Termination of the written agreement between the Balancing Service Provider and the User of the Generation Unit or the Site for the participation of the Generation Unit or the Site in the Balancing Mechanism shall result in the removal of that Generation Unit or the Site from the Balancing Perimeter of the Balancing Service Provider.

Regardless of which entity initiates the termination, the Balancing Service Provider is obliged to inform the System Operator to which the Generation Unit or the Site concerned is connected within the 5 Business Days following the termination of the agreement.

The System Operator to which the Site is connected must notify the Balancing Service Provider of the removal of the Generation Unit or the Site from its Balancing Perimeter:

- on the 1st day of Month M+1, if the Notification of termination of the agreement is received by the System Operator at least 10 Business Days before the end of Month M;
- on the 1st day of Month M+2, if the Notification of termination of the agreement is received by the System Operator fewer than 10 Business Days before the end of Month M.

2.F.3.3.3.1.3. Removal as a consequence of failure to send the agreement between the Balancing Service Provider and the User of the Generation Unit or Site

In the event the Balancing Service Provider fails to send the User's agreement to the System Operator within the allotted time, and as provided in Article 2.F.3.2.3, the System Operator shall notify the Balancing Service Provider of the removal of the Generation Unit or the Site from its Balancing Perimeter - and, a fortiori, from the BE to which the Generation Unit or the Site is attached.

2.F.3.3.3.1.4. Removal due to perimeter inconsistencies across BE, SE and RPG

If one or more Sites are jointly part of a Reserve Providing Group and a Balancing Entity, and RTE is unable to reconstruct the composition in Sites of a Scheduling Entity linked to this Reserve Providing Group and this Balancing Entity, then the Composition in Sites of the Scheduling Entity is determined in a manner favouring the preservation of the Perimeter in Sites of the Reserve Providing Group. For this purpose, RTE may remove Sites from the Balancing Entity to preserve coherency with the Scheduling Entity. If, however, the Balancing Entity's Perimeter in Sites is not compatible with that of the Scheduling Entity, then RTE may suspend the Balancing Entity.

2.F.3.3.3.2. Transmission of Balancing Perimeter data from the DSO to RTE

2.F.3.3.3.2.1. PDS Injection BE

At least 5 Business Days before the end of each Month M, when the constitution of the Balancing Perimeter or the characteristics of the Sites comprising it have changed, the DSO shall notify RTE of all Injection Sites and Stationary Storage Sites connected to its System and belonging to a PDS Injection BE, taking into account the change applications sent to it by Balancing Service Providers no later than 10 Business Days before the end of Month M, and of removals made at the initiative of the System Operator in accordance with the procedures described in Article 2.F.3.3.3.1 no later than 10 Business Days before the end of Month M.

This Notification shall specify, for each Site:

- the reference of the Site, as specified in Article 2.F.3.2; and
- the ID of the BE to which the Site is attached; and
- the identity of the Site's BRP; and
- The Balancing Capacity of the Site;
- where applicable and from date MA14 onwards, the ID of the SE to which the Site is attached (according to the classification in 2.F.2.4.).

The DSO must also send RTE, for Injection BEs eligible for call priority under Article R321-24 of the Energy Code, the certificate issued by the Balancing Service Provider in application of Article 2.F.3.3.2.1 and attesting that the new Generation Unit or Injection Site attached to the BE presents the following characteristics:

- Generation Unit or Injection Site qualifying as a power generation facility using renewable energies, within the meaning of Article L211-2 of the Energy Code;
- Generation Unit or Injection Site qualifying as a cogeneration facility with rated energy efficiency in accordance with the Energy Minister's decree of 20 July 2016 defining the technical characteristics of high-efficiency cogeneration facilities.

RTE reserves the right to check that the Generation Unit, Stationary Storage Site or Injection Site connected to the PDS effectively presents the characteristics defined in the certificate issued by the Balancing Service Provider.

2.F.3.3.3.2.2. Load extraction BE

At least 5 Business Days at least before the end of each Month M and even in the absence of changes to the Balancing Perimeter initiated by the Balancing Service Provider, the DSO shall send RTE the description of all the Consumption Sites connected to its System and belonging to a Remotely-read Consumption BE, taking into account the change applications sent to it by the Balancing Service Providers no later than 10 Business Days before the end of Month M and the removals made at the initiative of the System Operator, in accordance with the procedures described in Article 2.F.3.3.3.1 later than 10 Business Days before the end of Month M.

This Notification shall specify, for each Site:

- the reference of the Site, as specified in Article 2.F.3.2; and
- the ID of the BE to which the Site is attached; and
- the identity of the BRP and the Supplier of the Site; and
- the Balancing Capacity of the Site; and
- the Fixed Scale used to determine the amounts paid to the Supplier of the load-reduced Sites; and
- the Subscribed Power of the Site; and
- after checking its relevance, the Demand Response Category; and
- the ID of the DRE to which the Remotely-read Consumption Site belongs, if the Site belongs jointly to a DRE and a BE; and
- the origin of the measurement, which is either the Balancing Service Provider or the DSO; and
- the object of the measurement, which is either the DSO's metering installation or the channels available for load reduction by the Balancing Service Provider; and
- the type of Load Curve used in the allocation process (estimated by profiling or remotely read); and
- the type of contract between the DSO and the Site for access to the PDS (CARD, Single Contract or Integrated Contract).

No later than 5 Business Days before the end of each Month M, the DSO shall send RTE the description of all the Sites connected to the Public Distribution System it manages and belonging to a Remotely-read Consumption BE on the 1st day of Month M, specifying the identity of the BRP and Suppliers of these Sites on the 1st day of Month M.

2.F.3.3.3.2.3. Impact Factor by Delivery Point Substation

At least 5 Business Days before the end of each Month M, and even in the absence of changes to the Balancing Perimeter initiated by the Balancing Service Provider, the DSO shall inform RTE of the Impact Factor by Delivery Point Substation for PDS Injection BEs and Consumption BEs. Where required, it must take account of the range of balancing operations.

2.F.3.3.4. Declaration of Consumption Sites subscribing to a bid for load reduction inextricably linked with Supply

Under Article R271-7 of the Energy Code, Electricity Suppliers shall declare to the System Operators, within their respective perimeters, the Consumption Sites on which the Suppliers valorize Load Reduction operations in the context of bids for load reduction inextricably linked with Supply and the periods of activation of those bids.

2.F.3.3.4.1. Declaration by Electricity Suppliers of Consumption Sites and Activation Periods for bids for load reduction inextricably linked with Supply

Electricity Suppliers shall declare the Consumption sites and activation periods of bids for load reduction inextricably linked with Supply in accordance with the NEBEF Terms and Conditions.

2.F.3.3.4.2. Data provided by RTE Distribution System Operators relating to load reduction inextricably linked with Supply

No later than 5 Business Days before the end of each Month, the Distribution System Operator shall notify RTE of the list of Consumption sites subscribing to a bid for load reduction inextricably linked with Supply, giving the following information for each Consumption site:

- the Consumption Site reference used by the Distribution System Operator, as defined in Article2.F.3.2.1;
- the name of the Electricity Supplier of the Consumption Site;
- the name of the bid for load reduction inextricably linked with Supply to which the Consumption Site has subscribed;
- the name of the Balancing Entity to which the Consumption Site is attached.

No later than the closing date given in 2.L.2.2.1 for the Distribution System Operator to send RTE the Load Curves of a Remotely-read Site connected to the PDS for the purpose of the verification of balancing operations, the Distribution System Operator shall notify RTE of the information relating to the activation periods of load reduction inextricably linked with Supply that occurred during the period concerned by the transmission of the Load Curves, together with the following information:

- the name of the activated bid for load reduction inextricably linked with supply;
- the date and time at which advance notice of load reduction inextricably linked with supply was sent to the Sites having subscribed to the bid;
- the Activation period (start date and time, end date and time).

2.F.3.4. Update of Balancing Perimeters by RTE

RTE shall update the Balancing Perimeters of the Balancing Service Providers on the basis of the information transmitted to it in application of Articles 2.F.3.3.2 and 2.F.3.3.3.

All changes to Balancing Perimeters are subject to compliance with the conditions described in Articles 2.F.3.1 and 2.F.3.3. All changes to the Balancing Perimeter of the Balancing Service Provider involving the addition, removal or modification of the characteristics of a Site of a BE take effect:

- on the 1st day of Month M+1 if the application to change the Balancing Perimeter is received by the System Operator at least 10 Business Days before the end of Month M; or
- on the 1st day of Month M+2 if the application to change the Balancing Perimeter is received fewer than ten (10) Business Days before the end of Month M.

No later than 5 Business Days after the start of each Month M, RTE shall notify the Balancing Service Provider of the Balancing Perimeter.

2.F.3.4.1. Calculation of Subscribed Power by BRP, TypeLoad Curve and DSO

For a Profiled Consumption Balancing Entity EDA_j, the aggregate Subscribed Power at the level of RE_r, at $TypeCdC_l$ and at GRD_g is calculated at the end of each Month M for Month M+1 as follows:

$$P_{Souscrite}(RE_r, TypeCdC_l, GRD_g, EDA_j) = \sum_s P_{Souscrite}\left(Site_{s,RE_r,TypeCdC_l,GRD_g,EDA_j}\right)$$

Where:

- $P_{Souscrite}(RE_r, TypeCdC_l, GRD_g, EDA_j)$: the sum of the Subscribed Power by RE_r, $TypeCdC_l$ and GRD_g for the EDA_j (unit: kW);
- EDA_j: The Profiled Consumption Balancing Entity to which all Profiled Consumption Sites are attached $Site_{s,RE_r,TypeCdC_l,GRD_g,EDA_j}$;
- RE_r: the Balance Responsible Party to whose perimeter the $Site_{s,RE_r,TypeCdC_l,GRD_g,EDA_j}$ is attached;
- $TypeCdC_l$: the type of Load Curve to which the energy consumed by a $Site_s$ is assigned for the calculation of the imbalance of its BRP. There are two types of Load Curve:
  - $TypeCdC_{Estim}$: this method applies to Profiled Consumption Sites whose consumption Load Curve is estimated by Profiling, as described in Chapter 3 of the Terms and Conditions;
  - $TypeCdC_{Remote}$: This method applies to Remotely-read Consumption Sites and Profiled Consumption Sites connected to a PDS managed by a DSO applying, for these Consumption Sites, the simplified provisions for the Allocation Process as described in Chapter 3.
- GRD_g: the Distribution System Operator to which the $Site_s$ is connected;
- $P_{Souscrite}\left(Site_{s,RE_r,TypeCdC_l,GRD_g,EDA_j}\right)$: the Subscribed Power of the Profiled Consumption Site $Site_{s,RE_r,TypeCdC_l,GRD_g,EDA_j}$ linked to the perimeter of the RE_r, associated with a given $TypeCdC_l$ and GRD_g, at the end of Month M (unit: kW).

The rounding rules described in the General Provisions apply.

Subscribed Power aggregate values are calculated monthly by RTE.

2.F.3.4.2. Update of the BEs' Balancing Capacity

The Balancing Capacity of each BE in the Balancing Perimeter is updated monthly, via notification by the Balancing Service Provider of RTE and the DSOs concerned in accordance with the IS Terms and Conditions, 10 Business Days before the end of each Month M for Month M+1.

2.F.3.4.3. Calculation of the Impact Factor by Delivery Point Substation of BEs

The Impact Factor per Delivery Point Substation associated with a BE is the result of the concatenation, performed monthly by RTE, of the contribution of all the DSOs to the Systems to which Sites attached to this BE are connected. For each BE, each DSO notifies RTE of the maximum variation in transported power, upward and downward, that each Delivery Point Substation, connected to its System and to which the Sites attached to the BE are connected, may undergo when a balancing operation is performed on this BE. This notification is issued by the DSO in accordance with the IS Terms and Conditions, within the time limits specified in Article 2.F.3.3.3.2.3.

2.G. Qualification of a Balancing Entity

A Balancing Entity must be qualified in order to submit a bid for an RR Standard Product. If a BE is not qualified, the Balancing Service Provider must apply for a Qualification for that BE as described in Article 2.G.1.1.

2.G.1. Pre-qualification of a BE

2.G.1.1. Request for Qualification

A Balancing Service Provider may at any time request a Qualification or upgrade of the Qualification of a BE via the RTE GIPSE application, in accordance with the procedures described in the IS Terms and Conditions.

The request for Qualification or for upgrade of the Qualification of a BE must include the identifier of the BE that the Balancing Service Provider wishes to Qualify, or whose Qualification the Balancing Service Provider wishes to upgrade.

RTE validates the conformity and completeness of the request for the Qualification or upgrade of the Qualification of the BE filed by the Balancing Service Provider within a maximum of 5 Business Days of its reception of the request. In the event the request is not compliant or is incomplete, RTE informs the Balancing Service Provider accordingly, who must send RTE the corrected or missing elements.

The request is considered validated after reception and validation by RTE of the conformity and completeness of the required elements.

RTE shall keep the Balancing Service Provider informed of the status of the Qualification request via the GIPSE application, in accordance with the procedures described in the IS Terms and Conditions.

The BE is issued with the Qualification in accordance with Article 2.G.2.

2.G.1.2. Pre-qualification requirements

2.G.1.2.1. Scheduling requirements

The SE(s) constituting a BE, or all non-SE Sites that belong to a BE, which are the object of a Qualification request or Qualification upgrade request must meet the Scheduling requirements connected with the submission of an RR Standard Balancing Bid described in Articles 1.I.2.1 and 1.I.4.2.

2.G.1.2.2. System for the provision of power measurements

A Balancing Service Provider submitting a Qualification request or Qualification upgrade request for a BE must possess, for the Sites contained in the BE, a system measuring active power at 10-second intervals with aggregated data at the level of the BE.

Balancing Entities for which the Maximum Power Offered is strictly less than 20 MW are not required to have an active power measuring system for Injection Sites of maximum power strictly less than 1.5 MW or for the BE's Consumption Sites with Subscribed Power of strictly less than 1.5 MW.

The conditions under which the Balancing Service Provider makes power measurement data available to RTE are described in Article 2.G.3.3.

The measurement system must meet the requirements described in Appendix2.A7.

2.G.1.2.3. IS requirements

When a Balancing Service Provider files a Qualification request or Qualification upgrade request for a BE for a Standard Product, RTE shall verify that the technical requirements described in the IS Terms and Conditions are met.

2.G.2. Issue of the BE Qualification

Subject to compliance with the prequalification requirements described in Article 2.G.1.2, the Qualification of the BE for the RR Standard Product which the Balancing Service Provider has requested is issued by RTE in the 10 Business Days following the reception of the request by RTE.

RTE informs the Balancing Service Provider of the Qualification of its BE via the GIPSE application, in accordance with the procedures described in the IS Terms and Conditions. In the event it declines to issue the BE Qualification, RTE shall inform the Balancing Service Provider of its decision not to issue the Qualification to the BE, along with the grounds for its decision, via the same procedures.

The issue of Qualification for the RR Standard Product allows the Balancing Service Provider to submit an RR Standard Balancing Bid in accordance with Article 2.J.3.

The pre-qualification requirements set out in Article 2.G.1.2 must be met at the time of the issue of the Qualification and throughout the period during which the Balancing Service Provider wishes to be able to submit mFRR Standard Balancing Bids with this BE.

2.G.3. Monitoring the Qualification of a BE

From a date MA_9, which RTE will notify to all Balancing Service Providers 2 Months in advance, RTE will monitor the Qualification of the BE as described in the following Articles.

2.G.3.1. Monitoring scope

The Qualification of a BE is monitored at the level of the BE, regardless of any changes to the perimeter of the BE in accordance with Article 2.F.3.3, over an observation period defined in the following Article.

2.G.3.2. Observation period

Qualification is monitored every Month M over a given observation period.

The corresponding observation period is defined in the following way:

- Where, for a given BE, more than 5 RR Standard Balancing Bids have been activated in Month M-1, the observation period shall be the period covering the implementation period for RR Standard Balancing Bids that have been activated in Month M-1;
- When, for a given BE, fewer than 5 RR Standard Balancing Bids have been activated in Month M-1, the observation period is the period covering the implementation period for RR Standard Balancing Bids activated for the BE over the period M-1 to M-12.

RTE shall not take into account Balancing Bids activated during the observation period where at least one of the following conditions is met:

- For a given BE, several types of Balancing Bids have been activated simultaneously;
- For a given BE consisting of SEs, the sum over all the SEs constituting the BE of the power values of the last Forecast Dispatch Schedule established by RTE is not constant during the time slot [H; H+1h];
- For a given BE, an RR Standard Balancing Bid has been activated while at least one of the Generation Units that make up the BE has been mobilized in synchronous compensation.
- The DSO has not sent Load Curves for the Sites making up the BE within the time limits specified in 2.L.2.2.1.

2.G.3.3. Data used for monitoring Qualification

In order to monitor the Qualification of a BE, RTE will use the following data:

- As reference data, the Metering Data taken at 10-Minute Intervals and supplied by the System Operator concerned or, where applicable, by the Balancing Service Provider holding a Qualification under Article 2.E.3, aggregated at BE level. No later than the Saturday preceding date MA20, this data is taken at 5-Minute Intervals or 15-Minute Intervals, according to the conditions laid down in Article 2.L.2;
- As additional data, the power measurement data released monthly by the Balancing Service Provider at the level of each BE, at 10-second intervals as indicated below.

For a given BE, the power measurement containing at a minimum the implementation periods for each of the RR Standard Balancing Bids that has been activated during Month M-1 must be sent to RTE no later than 10 Business Days before the end of Month M.

The technical arrangements for sending power measurements are given in the IS Terms and Conditions.

As an exception to the above, when the BE already supplies RTE with metering data or real-time telemetry data in another context, the Balancing Service Provider may authorize RTE to use this data instead of the data transmitted on a monthly basis.

2.G.3.4. Conditions for maintaining the Qualification of a BE

In order to maintain its Qualification for the submission of RR Standard Balancing Bids during monitoring, the BE must count fewer than 50% of RR Standard Balancing Bids activated by default over the observation period defined in Article 2.G.3.2. In this case, the Qualification shall be maintained until the next observation period.

When the BE does not meet the conditions for maintaining its Qualification during the monitoring carried out in Month M, RTE shall withdraw the Qualification as described in Article 2.G.3.5.

RTE considers a BE to be in default in regard to RR Standard Balancing Bids activated when at least one of the requirements in Articles 2.G.4.1 and 2.G.4.2 is not met.

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

Before the end of Month M, RTE shall inform the Balancing Service Provider of the activations addressed by the monitoring carried out in Month M that are in default during the observation period.

2.G.3.5. Loss of Qualification

Before the end of Month M+1, RTE shall inform the Balancing Service Provider of the loss of Qualification of a BE that has not complied with the conditions for maintaining its Qualification as described in Article 2.G.3.4. The information is provided via the RTE GIPSE application, in accordance with the procedures described in the IS Terms and Conditions, and via registered letter with recorded delivery.

The loss of Qualification of a BE for the RR Standard Product during the monitoring carried out in Month M makes it impossible for the Balancing Service Provider to submit an RR Standard Balancing Bid via this BE from the first Day of Month M+2.

Following a loss of Qualification for the RR Standard Product, the Balancing Service Provider must submit a new Qualification application to re-Qualify the BE. The new application may be submitted to RTE during the period of loss of Qualification: in this case, and notwithstanding the provisions of Article 2.G.2, the new Qualification may not be issued before the 1st Day of Month M+5.

2.G.4. Technical criteria and requirements for the Qualification of a BE

2.G.4.1. Technical criteria and energy requirement for the RR Standard Product

The technical criteria in terms of energy for Qualifying a BE for a Standard Balancing Bid activated during the observation period defined in Article 2.G.3.2 are based on the value of the Balancing Energy Imbalance calculated according to the formula given in Article 2.M.5 in the Hour for which the bid was activated, corresponding to the time slot [H; H+1h[:

- $EA_+(t)$: Positive Balancing Energy Imbalance for BE calculated at each 5-Minute Interval t in the time slot [H; H+1h[;
- $EA\_(t)$: Negative Balancing Energy Imbalance for BE calculated at each 5-Minute Interval t in the time slot [H; H+1h[;

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

$$EA_+(t) + EA\_(t) \leq 20\% \times \left(VA_{Théorique,H}(t) + VA_{Théorique,B}(t)\right)$$

Where:

- $VA_{Théorique,H}(t)$: Upward Theoretical Expected Volume of the BE calculated as indicated in Article 2.M.1 at 5-Minute Intervals t during the time slot [H; H+1h] in which the bid has been activated (unit: MWh);
- $VA_{Théorique,B}(t)$: Downward Theoretical Expected Volume of the BE calculated as indicated in Article 2.M.1 at 5-Minute Intervals t during the time slot [H; H+1h] in which the bid has been activated (unit: MWh).

2.G.4.2. Technical criteria and power requirements for the RR Standard Product

The technical criteria in terms of power for the Qualification of a BE for Standard Balancing Bids activated over the observation period defined in Article 2.G.3.2 are: a comparison between the theoretical expected power for the type of Standard Balancing Bid activated and the power achieved by the BE. This comparison is obtained from the power measurements taken at 10-second intervals and sent to RTE by the Balancing Service Provider in accordance with Article 2.G.3.3.

When monitoring the Qualification of a Balancing Entity EDA_j, the following requirements must be met for each 5-Minute Interval centred on each 15-Minute Interval in the time slot [H; H+1 h] where the power demand is not zero:

	Upward Balancing Bid	Downward Balancing Bid
Injection	$P_{Réal}(EDA_j, T) = P_{Réf}(T) + P_{Sollic}$	$P_{Réal}(EDA_j, T) = P_{Réf}(T) - P_{Sollic}$
Extraction	$P_{Réal}(EDA_j, T) = P_{Réf}(T) - P_{Sollic}$	$P_{Réal}(EDA_j, T) = P_{Réf}(T) + P_{Sollic}$

Where:

- T: the period comprising all the 10-second intervals constituting a 1-minute interval;
- $P_{Réal}(EDA_j, T)$: the average power achieved for the BE EDA_j over period T in the 5-Minute Interval considered (unit: MW);
- P_{Sollic}: the non-zero power required by RTE in accordance with Article 2.K.3.1, with a tolerance of plus or minus 20% (unit: MW);
- $P_{Réf}(T)$: reference power (unit: MW) over the period T equal to:
    - If the Balancing Entity consists of SEs, the sum of the power values of the last RTE Forecast Dispatch Schedule outlined by RTE for each SE, covering all SEs comprising the BE;
    - The power calculated from the BE's Reference Curve as described in 2.L.3 in other cases.

2.H. Contracting of Reserves

See the mFRR/RR Rules.

2.I. Scheduling

In accordance with Article 2.F.2, the Balancing Service Provider must be the Scheduling Agent of the SE(s) included in the composition of a Balancing Entity in its Balancing Perimeter. In this case, the Balancing Service Provider exercises the role of Scheduling Agent in accordance with the provisions of Chapter 1.

In cases where such is provided, the Order Recipient designated by the Balancing Service Provider sends a Final Dispatch Schedule to RTE.

2.J. Constitution of Balancing Bids

2.J.1. Preparation of a Balancing Bid

2.J.1.1. Types of Balancing Bid

Balancing Bids are divided into 4 types:

- Manual Frequency Restoration Reserve (mFRR) Standard Balancing Bids;
- Replacement Reserve (RR) Standard Balancing Bids;
- Specific Balancing Bids:
    - Implicit Specific Balancing Bids;
    - Explicit Specific Balancing Bids.

2.J.1.1.1. mFRR Standard Balancing Bids

These Balancing Bids are made by BEs eligible to submit mFRR Standard Balancing Bids.

2.J.1.1.2. RR Standard Balancing Bids

These Balancing Bids are made by BEs qualified to submit RR Standard Balancing Bids under the provisions of Article 2.E.

2.J.1.1.3. Specific Balancing Bids

2.J.1.1.3.1. Implicit Specific Balancing Bids

These bids may be made for PTS or PDS Injection BEs when exclusively comprised of SEs and when exclusively comprised of Generation Units or Injection Sites all attached to a Scheduling Perimeter in accordance with the provisions of Chapter 1.

Under Article L321-13 of the Energy Code, the Balancing Service Provider in its capacity as Scheduling Agent makes available to RTE all the technically available unused power connected to the PTS over the Balancing Mechanism.

All or part of the technically available unused power of an SE may not be made available under the aforementioned procedures in the cases listed below:

- cases listed restrictively below in which Balancing Bids do not address the entirety of the available power:
    - power complement obtained by temporary change of fuel;
    - minor maintenance operation which can be interrupted or postponed;

- technical test which can be interrupted or postponed,
- power increase resulting in hydraulic discharge;

- cases in which the Balancing Service Provider is subject to restrictive conditions:
  - legal or regulatory restrictions;
  - environmental restrictions;
- SEs declared to be undergoing maintenance operations or technical tests which cannot be interrupted or postponed;
- SEs not constituting BEs.

This available power may however be mobilized by RTE, in the event of insufficient Balancing Bids on the Balancing Mechanism, under the procedures described in Article 2.K.4.3.

The Bid Usage Conditions for implicit Specific Balancing Bids by a PTS or PDS Injection BE are defined in Article 2.J.1.3.

2.J.1.1.3.2. Explicit Specific Balancing Bids

These bids may be submitted for all BEs except:

- PTS Injection BEs consisting of Generation Sites; and
- until date MA_2, PDS Injection BEs consisting of one or more SEs comprising only Generation Sites, in accordance with Article 2.F.2.4.

2.J.1.2. Characteristics of a Balancing Bid

For each of the BEs included in its Balancing Perimeter, the Balancing Service Provider may submit, per Day:

- if the BE is eligible to submit mFRR Standard Balancing Bids, one or more upward mFRR Standard Bids and/or one or more downward mFRR Standard Bids on each of the 96 gates, in accordance with Article 2.J.3; and/or
- if the BE is qualified to submit RR Standard Balancing Bids in accordance with Article 2.E, one or more upward RR Standard Balancing Bids and/or one or more downward RR Standard Balancing Bids at each gate closure time; and/or
- An upward Specific Balancing Bid and/or a downward Specific Balancing Bid for each Price Segment for the Day.

2.J.1.2.1. Characteristics of an mFRR Standard Balancing Bid

All mFRR Standard Balancing Bids are formulated for a single Quarter-Hourly Interval corresponding to the bid's Delivery Period.

An mFRR Standard Balancing Bid can be activated in Scheduled Activation or Direct Activation. In the case of scheduled activation, the Validity Period of the bid corresponds to its Delivery Period. For direct activation, the Validity Period of the bid starts at the beginning of the Quarter-Hourly Interval of its Delivery Period and ends systematically at the end of the following Quarter-Hourly Interval.

The basic characteristics of a Standard Balancing Bid, whose exact format must conform to the messages specified in the IS Terms and Conditions, are transmitted on the IS application dedicated to the management of mFRR Standard Balancing Bids.

An mFRR Standard Bid must always contain the following information:

- BE with which the Bid is associated;
- Day and Quarter-Hourly Interval of the Delivery Period;
- Activation type;
- Direction of the bid (upward or downward);
- Bids related to it;
- Nature of the bid: single, multi-part or exclusive;
- Divisible/non-divisible nature of the bid;
- Bid Price expressed in €/MWh;
- Minimum bid quantity expressed in MW, if the Bid is divisible;
- Maximum bid quantity, expressed in MW.

Upward or downward activation of an mFRR Standard Bid at BE level may lead to a reduced Participation in Frequency Containment Reserves and Automatic Frequency Restoration Reserves of the last accepted Forecast Dispatch Schedules of SEs belonging to this BE, as defined below.

In each Imbalance Settlement Period:

- the maximum allowable reduction of participation in upward Frequency Containment Reserves following the activation of all mFRR Standard Balancing Bids in the Balancing Service Provider's perimeter is:

$$Réduction\ Max\ RP_H = max\left(0\ ;\ BR_{RP_H}\right)$$

Where:

  - BR_{RP_H}: the upward Frequency Containment Reserve Balance (MW).

- the maximum allowable reduction of participation in downward Frequency Containment Reserves following the activation of all mFRR Standard Balancing Bids in the Balancing Service Provider's perimeter is:

$$Réduction\ Max\ RP_B = max\left(0\ ;\ BR_{RP_B}\right)$$

Where:

  - BR_{RP_B}: Downward Frequency Containment Reserve Balance (MW);

- the maximum allowable reduction of participation in the upward Automatic Frequency Restoration Reserve following the activation of all mFRR Standard Balancing Bids in the Balancing Service Provider's perimeter is:

$$Réduction\ Max\ RS_H = max(0\ ;BR_{S_H})$$

Where:

- BR_{RS_H}: Upward automatic Frequency Restoration Reserve Balance (MW).

- the maximum allowable reduction of participation in the downward Automatic Frequency Restoration Reserve following the activation of all mFRR Standard Balancing Bids in the Balancing Service Provider's perimeter is:

$$Réduction\ Max\ RS_B = max(0\ ;BR_{RS_B})$$

Where:

BR_{RS_B}: downward automatic Frequency Restoration Reserve Balance (MW).

2.J.1.2.2. Characteristics of an RR Standard Balancing Bid

All Standard Balancing Bids are based on the 4 Quarter-Hourly Intervals comprising the Delivery Time. Their Validity Period corresponds to the Delivery Time.

The basic characteristics of a Standard Balancing Bid, whose exact format must conform to the messages specified in the IS Terms and Conditions, are transmitted on the IS application dedicated to the scheduling process and the management of Specific Balancing Bids and RR Standard Balancing Bids.

A Standard Balancing Bid must always contain the following information:

- BE to which the bid is associated;
- Day and Delivery Time;
- Direction of the bid (upward or downward);
- Bids which are related or exclusive;
- Divisible/non-divisible nature of bid;
- For each Quarter-Hourly Interval of the Delivery Time:
  - Bid Price expressed in €/MWh;
  - minimum bid quantity expressed in MW, if the bid is divisible;
  - maximum bid quantity expressed in MW.

The upward or downward activation of a Standard Balancing Bid at BE level may lead to a reduction in the participation in Frequency Containment Reserves and Automatic Frequency Restoration Reserves of the last accepted Forecast Dispatch Schedules of the SEs belonging to the BE, as defined below.

In each Imbalance Settlement Period:

- the maximum allowable reduction of participation in upward Frequency Containment Reserves following the activation of all Standard Balancing Bids in the Balancing Service Provider's perimeter is:

$$Réduction\ Max\ RP_H = max(0\ ;\ BR_{P_H})$$

Where:

- BR_{RP_H}: the upward Frequency Containment Reserve Balance (MW).

- the maximum allowable reduction of participation in downward Frequency Containment Reserves following the activation of all RR Standard Balancing Bids in the Balancing Service Provider's perimeter is:

$$Réduction\ Max\ RP_B = max(0\ ;\ BR_{RP_B})$$

Where:

- BR_{RP_B}: the downward Frequency Containment Reserve Balance (MW).

- the maximum allowable reduction of participation in the upward automatic Frequency Restoration Reserve following the activation of all Standard Balancing Bids in the Balancing Service Provider's perimeter is:

$$Réduction\ Max\ RS_H = max(0\ ;\ BR_{RS_H})$$

Where:

- BR_{RS_H}: the upward automatic Frequency Restoration Reserve Balance (MW).

- the maximum allowable reduction of participation in the downward automatic Frequency Restoration Reserve following the activation of all Standard Balancing Bids in the Balancing Service Provider's perimeter is:

$$Réduction\ Max\ RS_B = max(0\ ;\ BR_{RS_B})$$

Where:

- BR_{RS_B}: the downward automatic Frequency Restoration Reserve Balance (MW).

2.J.1.2.3. Characteristics of a Specific Balancing Bid

2.J.1.2.3.1. General characteristics of a Specific Balancing Bid

All Specific Balancing Bids have basic characteristics associated with a price for a given Price Segment, as detailed below and in the Bid Usage Conditions detailed in Article 2.J.1.3 and, where applicable, in Article 2.J.1.2.3.2.

The basic characteristics of a Specific Balancing Bid, whose exact format must conform to the messages specified in the IS Terms and Conditions, are transmitted on the IS application dedicated to the scheduling process and the management of Specific Balancing Bids and RR Standard Balancing Bids.

A Specific Balancing Bid must always contain the following information:

- BE to which the bid is associated;
- Day;
- Validity Period corresponding to an entire Price Segment, except starting bids;
- Direction of the bid (upward or downward);
- Bid price expressed in €/MWh.

The price of a Balancing Bid may be zero, positive or negative.

For an upward Balancing Bid whose price is positive or zero, the bid price will be used to determine the remuneration made by RTE to the Balancing Service Provider in return for activation of the bid. For an upward Balancing Bid whose price is negative, the absolute value of the bid price will be used to determine the remuneration made by the Balancing Service Provider to RTE in return for activation of the bid.

The price of a downward Balancing Bid may be zero, positive or negative. For a downward Balancing Bid whose price is positive or zero, the bid price will be used to determine the remuneration made by the Balancing Service Provider to RTE in return for activation of the bid. For a downward Balancing Bid whose price is negative, the absolute value of the bid price will be used to determine the remuneration made by RTE to the Balancing Service Provider in return for activation of the bid.

The activation of a Specific Balancing Bid associated with a BE made up of Stationary Storage Sites must not lead to a reduction in Symmetric or Asymmetric Participation in the Frequency Containment Reserves and automatic Frequency Restoration Reserves of the corresponding Scheduling Entity, comprising the same Stationary Storage Sites relative to the values entered by the Scheduling Agent in the Forecast Dispatch Schedule of the corresponding Scheduling Entity comprising the same Stationary Storage Sites of this BE.

2.J.1.2.3.2. Optional characteristics of a Specific Balancing Bid for BEs consisting of Thermal Power Plants

A Balancing Service Provider with one or more BEs consisting of thermal GUs whose power rating specified in the Balancing Perimeter is greater than or equal to 10 MW and whose Forecast Dispatch Schedule is equal to zero for all or part of Day D, may submit starting bids for upward implicit Specific Balancing Bids.

A starting bid is an upward Balancing Bid whose implementation results in the start-up, not provided for in the Forecast Dispatch Schedule, of one or more thermal GUs.

The Balancing Service Provider may offer, for a given BE, a starting bid with a Validity Period of [00:00; 24:00].

The financial conditions attached to a starting bid are specified in Article 2.M.

When a starting bid is activated on a given day D and activation continues on day D+1, the start-up activation energy is the total energy activated on days D and D+1.

In addition, these BEs must be simultaneously subject to upward and downward Balancing Bids, which are used by RTE for all Balancing Bids that do not cause a GU to start up (e.g. early or late shutdown or start-up, power modulation).

2.J.1.3. Bid Usage Conditions

This Article applies only to Specific Balancing Bids.

2.J.1.3.1. General principles

The Bid Usage Conditions allow the Balancing Service Provider to specify a certain number of parameters that RTE undertakes to respect in the use of the bid that has been submitted. These parameters must be compatible, thereby allowing RTE to meet them using the Specific Balancing Bid.

RTE may automatically call bids addressed in Article 2.J.1.3.5.2.2, without guaranteeing that all the Usage Conditions of the Bids concerned are taken into account when using those bids.

2.J.1.3.2. Bid Usage Conditions for Implicit Specific Balancing Bids

The format and manner of transmission of the Bid Usage Conditions must conform to the messages specified in the IS Terms and Conditions. The same Bid Usage Conditions apply to all bids in the same direction on a given Balancing Entity and Day, except for the starting bids referred to in Article 2.J.1.2.3.2.

The Bid Usage Conditions contain the following information:

- Maximum Power time series in the case of an upward Balancing Bid; and
- Minimum Power time series in the case of a downward Balancing Bid; and
  - Maximum Frequency Containment Reserve and maximum automatic Frequency Restoration Reserve at the various operating points. Operating points and Symmetric or Asymmetric participations in Frequency Containment Reserves and automatic Frequency Restoration Reserves are determined in accordance with Appendix 2.A6; and
  - Minimum Usage Period. This period should be at least equal to the Measurement Interval of the Metering Installations and different from the Maximum Usage Period; and
  - Maximum Energy; and
  - Time series for Preparation Lead Time and time series for Mobilization Lead Time in the particular case of starting bids. Preparation Lead Time covers the technical or operational constraints detailed in the technical agreements. These constraints may be audited by RTE; and
  - The Gradient, equal to the upward Gradient (respectively downward Gradient) when the power of the SE increases (respectively when the power of the SE decreases).

Before date MA_{13}, the times series for Maximum Power, Minimum Power and Preparation Lead Time, as well as Mobilization Lead Time in the particular case of starting bids, are established at Half-Hourly Interval. After date MA_{13}, these time series are established at Quarter-Hourly Interval.

Using the information referred to above, RTE determines an additional Usage Condition for additional implicit bids: Mobilization Lead Time (DMO). It is calculated from the bid Preparation Lead Time, the Gradient and the difference between the setpoint power defined in the Balancing Order and that defined in the Final Dispatch Schedule of the SE(s) constituting the Balancing Entity, according to the formula below:

$$DMO = DP + \frac{P_{Consigne,OrdreAju} - P_{PM\ avant\ OrdreAju}}{\nabla}$$

Where:

- DMO: Mobilization Lead Time for a Bid (unit: minutes);
- DP : the time required to prepare for operations preliminary to the Balancing Start Time of a bid addressing a BE (unit: minutes);
- $P_{Consigne,OrdreAju}$: the setpoint power of the Balancing Order (unit: MW);
- $P_{PM\ avant\ OrdreAju}$: the power of the Final Dispatch Schedule preceding the Balancing Order (unit: MW);
- ④: the Gradient or rate of change in the power of an SE (unit: MW/minute).

2.J.1.3.3. Bid Usage Conditions for Explicit Specific Balancing Bids

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

For each Bid, the following data are transmitted:

- Maximum Offered Power time series; and
- Minimum Offered Power time series; and
- Minimum Usage Period. This period should be at least equal to the Measurement Interval of the Metering Installations and different from the Maximum Usage Period; and
- Maximum Usage Period; and
- Maximum Energy; and
- Mobilization Lead Time time series; and
- Maximum number of activations per day; and
- Specific Bid Usage Conditions:
    - Technical grades of the power bids, and
    - Neutralization Lead Time between Activations.

Before date MA_{13}, the time series for Maximum Offered Power, Minimum Offered Power and Mobilization Lead Time are established at half-hourly intervals. After date MA_{13}, these time series are established at Quarter-Hourly Interval.

In addition, the Maximum Offered Power and Minimum Offered Power time series in the Bid Usage Conditions for Exchange Point-type BE bids must present constant values on each scheduling interval of the Interconnector.

2.J.1.3.3.1. Special case of an Explicit Specific Balancing Bid for less than 10 MW

After date MA_{10}, an Explicit Specific Balancing Bid with a Maximum Offered Power greater than 1 MW and strictly less than 10 MW shall have the following Standard Terms of Use:

- the DMO must be less than 30 minutes; and
- the minimum usage period (DOmin) must be less than 30 min.

2.J.1.3.4. Mobilization Lead Time

The Mobilization Lead Time specified in the Bid Usage Conditions of a BE determines the technical terms of use of the IS application dedicated to the transmission of Balancing Orders, as indicated in the IS Terms and Conditions.

The Mobilization Lead Time specified in the Bid Usage Conditions of an Exchange Point-type BE must be greater than or equal to 30 min.

2.J.1.3.5. Maximum Offered Power

2.J.1.3.5.1. General rule

Before date MA_{10}, the upward or downward Maximum Offered Power must be an integer greater than or equal to 10 MW. Otherwise, the bid shall be considered void.

After date MA_{10}, the upward or downward Maximum Offered Power must be an integer greater than or equal to 1 MW, otherwise the bid shall be considered void. If the Maximum Offered Power is strictly less than 10 MW, the bid must satisfy the following cumulative conditions in order not to be considered void:

- the bid must be an explicit Specific Balancing bid; and
- the bid must be subject to standard usage conditions in accordance with Article 2.J.1.3.3, otherwise it must be subject to non-standard usage conditions in accordance with Article 2.S.1.2 and will only be valid on a Red Ecowatt Day.

Before date MA_{13}, upward and downward Maximum Offered Powers are established at half-hourly intervals. After date MA_{13}, these values are established at Quarter-Hourly Interval.

The upward (or downward) Maximum Offered Power may not be greater than the sum of the upward (or downward) Balancing Capacities of the Generation Units or Sites that make up the BE in question.

2.J.1.3.5.2. Maximum Offered Power in the case of implicit Specific Balancing Bids

2.J.1.3.5.2.1. Upward Maximum Offered Power

The upward Maximum Offered Power is the difference between Maximum Power and the Forecast Dispatch Schedule value, in accordance with the conditions defined in Chapter 1 and the Bid Usage Conditions, calculated in MW.

For a BE on which a Balancing Bid is being activated, the upward Maximum Offered Power is the difference between Maximum Power and the Final Dispatch Schedule value, in accordance with the conditions set out in Chapter 1 and the Bid Usage Conditions, calculated in MW.

2.J.1.3.5.2.2. Downward Maximum Offered Power

The downward Maximum Offered Power is the difference between the Forecast Dispatch Schedule value and Minimum Power, in accordance with the conditions defined in Chapter 1 and the Bid Usage Conditions, calculated in MW. Unless otherwise specified in the Bid Usage Conditions, the Minimum Capacity is zero.

For a BE on which a Balancing Bid is being activated, the downward Maximum Offered Power is the difference between the Final Dispatch Schedule value and Minimum Power, in accordance with the conditions set out in Chapter 1 and the Bid Usage Conditions, calculated in MW.

2.J.1.3.5.3. Maximum Offered Power in the case of explicit Specific Balancing Bids

2.J.1.3.5.3.1. Upward Maximum Offered Power

The Balancing Service Provider indicates the upward Maximum Offered Power to RTE in its Bid Usage Conditions declaration. RTE may call any integer value comprised between the Minimum Power time series value and the Maximum Power time series value compatible with all Bid Usage Conditions.

For a BE on which a Balancing Bid is being activated:

- where activation concerns a downward Balancing Bid, the upward Maximum Offered Power is the sum of the upward Maximum Power declared in the Bid Usage Conditions and the downward Activated Power, calculated in MW;
- where activation concerns an upward Balancing Bid, the upward Maximum Offered Power is the difference between the upward Maximum Power declared in the Bid Usage Conditions and the upward Activated Power, calculated in MW.

2.J.1.3.5.3.2. Downward Maximum Offered Power

The Balancing Service Provider indicates the downward Maximum Offered Power to RTE in its Bid Usage Conditions declaration. RTE may call any integer value comprised between the Minimum Power time series value and the Maximum Power time series value compatible with all Bid Usage Conditions.

For a BE on which a Balancing Bid is being activated:

- where activation concerns a downward Balancing Bid, the downward Maximum Offered Power is the difference between the downward Maximum Power declared in the Bid Usage Conditions and the downward Activated Power, calculated in MW;
- where activation concerns an upward Balancing Bid, the downward Maximum Offered Power is the sum of the downward Maximum Power declared in the Bid Usage Conditions and the upward Activated Power, calculated in MW;

2.J.2. Interactions between different types of Balancing Bids

RR Standard Product Bids associated with a BE and formulated for a time slot [H; H+1[are considered feasible at the time of submission of the Bid, on condition no Specific Balancing Bid has been activated on this BE, or when no Generation Unit contained in this BE has been called into service in synchronous compensation by RTE during the period [H-30'; H+1[at the closure gate for placing an RR Standard Product Bid.

All non-exclusive RR Standard Balancing Bids submitted by a Balancing Service Provider within a time slot [H; H+1h[must be independently feasible, taking into account the information available to the Balancing Service Provider at the time of submission of the Balancing Bids.

The power offered by a Balancing Service Provider in an RR Standard Balancing Bid, associated with a BE in which the sum of the upward (or downward) maximum Balancing Capacities of the Generation Units or Sites comprising the BE in question is greater than or equal to 10 MW, unless exempt from this requirement under Article 2.S.1 and, before date MA_3, not including BEs consisting solely of Stationary Storage Sites, over a time slot [H; H+1h[must also be submitted as a Specific Balancing Bid associated with this same BE in the time slot [H; H+1h[.

For a given time slot [H; H+1h[, the RR Standard Balancing Bids submitted by a Balancing Service Provider and associated with a BE included in the Balancing Service Provider's commitment list under the rules for manual Frequency Restoration and Replacement Reserves for all or part of the Day containing the respective time range, must meet the requirements given in the mFRR/RR Terms and Conditions.

2.J.3. Submission of Balancing Bids

2.J.3.1. Closure gates for submission of Balancing Bids

The Balancing Service Provider may submit its first Bids for a day D from 00:00 on D-7. In the event of the creation of a new BE, the Balancing Service Provider may submit its first Balancing Bids from the date of creation of the BE.

2.J.3.1.1. mFRR Standard Balancing Bid

From date MA_{11}, each Day D contains 96 intraday gates whose closure is positioned 25 minutes before the start of each Validity Period. The first intraday gate on day D is the 23:35 gate on D-1.

2.J.3.1.2. RR Standard Balancing Bid

Each day D contains 24 Intraday gates whose closure is positioned 55 minutes before the start of each Validity Period. The first intraday gate on day D is the 23:05 gate on D-1.

Balancing Bids are considered valid at the first gate following their submission.

2.J.3.1.3. Specific Balancing Bid

- Before date MA_4, each day D contains 25 gates as described below:
    - 1 initial gate on D-1 at the System Access Deadline; and
    - 24 intraday gates positioned at the top of each Hour. The first intraday gate on day D is the 23:00 gate on D-1.

  The 02:00 gate is not open on days when the clocks go backward or forward (change from wintertime to summertime and vice versa).
- After date MA_5, each day D contains 97 gates as described below:
    - 1 initial gate on D-1 at the System Access Deadline; and

- 96 intraday gates positioned at each 15-Minute Interval. The first intraday gate on day D is the 23:00 gate on D-1.

After date MA_5, the 02:00, 02:15, 02:30 and 02:45 gates are not open on days when the clocks go backward or forward (change from wintertime to summertime and vice versa).

For a day D:

- bids submitted before the System Access Deadline on day D-1 are valid at the initial gate on day D-1;
- bids submitted after the System Access Deadline are valid at the first gate following their submission.

2.J.3.2. Procedure for submitting Balancing Bids

Submissions may concern a new Balancing Bid, or the modification or withdrawal of an existing Balancing Bid.

2.J.3.2.1. Submitting a new bid

The Balancing Service Provider submits an mFRR Standard Balancing Bid complete with all the elements mentioned in Article 2.J.1.2.2

The Balancing Service Provider submits an RR Standard Balancing Bid complete with all the elements mentioned in Article 2.J.1.2.2.

The Balancing Service Provider submits a Specific Balancing Bid complete with all the elements mentioned in Articles 2.J.1.2.3 and 2.J.1.3.

When a Consumption site is attached to both a DRE and a BE, the Balancing Service Provider may submit a Balancing Bid on the Balancing Mechanism at Half-Hourly Interval before date MA_{13}, and at Quarter-Hourly Interval after date MA_{13} for which the Balancing Service Provider, as Demand Response Aggregator, has transmitted to RTE a Declared Load Reduction Schedule. In this case, the BE's Reference Curve will be established in accordance with the General Provisions, while achieved volumes are calculated in accordance with Article 2.L.4.2.

2.J.3.2.2. Modification of a bid

2.J.3.2.2.1. mFRR Standard Balancing Bids

All modifications to bids are submitted via the IS application dedicated to the management of mFRR Standard Balancing Bids, using the message format and transmission methods described in the IS Terms and Conditions.

2.J.3.2.2.2. RR Standard Balancing Bids

All modifications to bids are submitted via the IS application dedicated to the Scheduling Process and the management of Specific Balancing Bids and RR Standard Balancing Bids, using the message format and transmission methods described in the IS Terms and Conditions.

2.J.3.2.2.3. Specific Balancing Bids

The Balancing Service Provider may modify the content of a bid accepted at the previous gate as follows:

- a bid price change is submitted over the IS application dedicated to the Scheduling Process and the management of Specific Balancing Bids and RR Standard Balancing Bids, using the message format and transmission methods described in the IS Terms and Conditions;
- Changes to the Bid Usage Conditions are submitted:
    - for implicit Specific Balancing Bids, in accordance with the existing technical conventions and the IS Terms and Conditions;
    - for explicit Specific Balancing Bids, in accordance with IS Terms and Conditions;
- A modification to the Maximum Offered Power is submitted:
    - for implicit Specific Balancing Bids, following the provisions for modification of the intraday schedules, which are explained in Chapter 1;
    - for explicit Specific Balancing Bids, via modification of the Bid Usage Conditions in accordance with the messages specified in the IS Terms and Conditions.

2.J.4. Admission and rejection of Balancing Bids

Each gate signals RTE's processing of the new Balancing Bids and modifications and withdrawals submitted since the previous Window.

Submitted Balancing Bids which are consistent with the requirements of this Chapter shall be admitted.

Submitted Balancing Bids which are non-compliant are rejected. In particular, an upward Balancing Bid associated with a Consumption BE is only admitted by RTE if the Balancing Service Provider in question holds a valid Load Reduction Technical Approval on the day of submission of the Bid.

All admitted Balancing Bids may be called by RTE.

2.J.4.1. New bid

A new mFRR Standard Bid shall be admitted if the Validity Period of the Bid expires after the gate closure time, as defined in Article 2.J.3.1.1, extended by 25 min.

A new RR Standard Balancing Bid shall be admitted if the Validity Period of the Bid expires after the gate closure time, defined in accordance with Article 2.J.3.1.1, extended by 55 min.

A new Specific Balancing Bid is admitted at a gate if the Validity Period of the Bid starts on a Price Segment falling after the expiry of the Neutralization Lead Time.

2.J.4.2. Modified bid

2.J.4.2.1. mFRR Standard Balancing Bids

A modification to an mFRR Standard Balancing Bid shall be admitted if the Validity Period of the Bid expires after the gate closure time, as defined in accordance with Article 2.J.3.1.1 and extended by 25 min. The technical procedure for Redeclaration is specified in the IS Terms and Conditions.

2.J.4.2.2. RR Standard Balancing Bids

A modification to an RR Standard Balancing Bid shall be admitted if the Validity Period of the Bid expires after the gate closure time, as defined in accordance with Article 2.J.3.1.2 and extended by 55 min. The technical procedure for Redeclaration is specified in the IS Terms and Conditions.

2.J.4.2.3. Specific Balancing Bids

A change in price shall be admitted subject to two conditions:

- it relates to a Balancing Bid not called at the time the gate closes; and
- it addresses a Price Segment falling after the expiry of the Neutralization Lead Time.

Where a modification to a Bid Price is admitted at a Gate, the Balancing Orders issued after Gate Closure relate to:

- the bid price before gate closure in the period before expiry of the Neutralization Lead Time or before expiry of the [DMO + DOmin] period, if the latter occurs after expiry of the Neutralization Lead Time;
- the modified bid price over the period after expiry of the Neutralization Lead Time or after expiry of the [DOM + DOmin] period if this falls after expiry of the Neutralization Lead Time.

Modification of the Bid Usage Conditions shall be admitted, after application of a Neutralization Lead Time, provided the modified parameters do not compromise the validity of a Balancing Order issued by RTE before the gate closure.

Modification of the Mobilization Lead Time of a Bid must be justified on technical grounds, with the justification document attached to the new Mobilization Lead Time value sent to RTE.

The modification of the Mobilization Lead Time of a Bid is admitted immediately the modification and the technical justification are received, without the need for confirmation from RTE. In the absence of a technical justification, the modification shall be rejected.

Verification of the legitimacy of the technical justification may be carried out *a posteriori* by RTE.

The modified values of the parameters “Minimum Usage Period, Maximum Usage Period, Maximum Power, maximum number of activations” are used by RTE for all bids activated after the Neutralization Lead Time.

Modifications of the parameters “Maximum Power, Minimum Power, Frequency Containment Reserve and Automatic Frequency Restoration Reserve” shall be submitted via Redeclarations of the comparable technical constraint parameters declared and processed in accordance with the procedures given in Chapter 1.

2.J.4.3. Withdrawal of bid

A bid withdrawal compromising a Balancing Order previously issued by RTE will be rejected.

2.J.4.3.1. mFRR Standard Balancing Bids

The Balancing Service Provider may withdraw an mFRR Standard Balancing Bid submitted over the IS application dedicated to the management of mFRR Standard Balancing Bids, following the message format and transmission methods described in the IS Terms and Conditions.

A withdrawal of an mFRR Standard Balancing Bid shall be admitted provided the Validity Period of the Bid expires after the gate closure time, as defined in Article 2.J.3.1.1, extended by 25 min.

2.J.4.3.2. RR Standard Balancing Bids

The Balancing Service Provider may withdraw an RR Standard Balancing Bid submitted via the IS application dedicated to the Scheduling Process and the management of Specific Balancing Bids and RR Standard Balancing Bids, using the message format and transmission methods described in the IS Terms and Conditions.

Withdrawal of an RR Standard Balancing Bid is admitted on condition that the Validity Period of the Bid expires after the gate closure time extended by 55 min.

2.J.4.3.3. Specific Balancing Bids

The Balancing Service Provider may withdraw a Specific Balancing Bid submitted via the IS application dedicated to the Scheduling Process and the management of Specific Balancing Bids and RR Standard Balancing Bids, using the message format and transmission methods described in the IS Terms and Conditions.

Withdrawal of a Specific Balancing Bid is admitted, subject to two conditions:

- it relates to a bid that has not been called at the time of gate closure; and
- it relates to a price segment falling after the expiry of the Neutralization Lead Time.

When a bid withdrawal is admitted at a Gate Closure, no Balancing Order addressing a period falling after the expiry of the Neutralization Lead Time can be issued on this Bid after the Gate Closure.

2.J.4.4. Special case of a starting bid

This Article applies only to Specific Balancing Bids.

In the special case of a starting bid, a modification of the bid price or the withdrawal of the bid shall be admitted if the starting bid attached to the BE has not been activated at the time the gate closes.

2.K. Use of Balancing Bids by RTE

2.K.1. Interfiling of Balancing Bids

2.K.1.1. Interfiling of Specific Balancing Bids

2.K.1.1.1. Principle based on economic precedence

For any requirement of type P=C Balance, RTE continuously ranks all Specific Balancing Bids in ascending order (for upward Balancing Bids) and descending order (for downward Balancing Bids) of bid price, and calls offers according to their bid prices, their Bid Usage Conditions (in particular the Mobilization Lead Time and the Minimum Usage Period) and the associated technical constraints. Where the Redeclaration of the Usage Conditions of a Bid improves performance in terms of DMO and/or DOmin, RTE undertakes to admit these new characteristics for economic interfiling after a period not exceeding the sum of the Neutralization Lead Time, the Mobilization Lead Time and the Minimum Usage Period for the Specific Balancing Bid in question. The Mobilization Lead Time and the Minimum Usage Period used are those indicated in the Bid Usage Conditions before the Redeclaration request.

The Maximum Offered Power, Maximum Usage Period and Maximum Energy have no effect on the choice of bids called.

In addition:

- if, on an intraday basis, at each Gate Closure, certain among the new and modified bids are economically more advantageous than the called bids, RTE shall deactivate all or part of the called bids and replace them with these new bids, thereby satisfying the principle of economic precedence;
- in the event of a trend reversal on the French Electrical System, i.e. balancing requirements change from upward to downward or vice versa, RTE cancels the Balancing Orders and/or first deactivates the bids called under the previous balancing trend on the French Electrical System, then calls bids under the new balancing trend on the French Electrical System.

2.K.1.1.1.1. Special case of starting bids

The starting bids defined in Article 2.J.1.2.3.2 shall be taken into account for the ranking of bids so as to include the Fixed Start-up Fee in the effective price per megawatt hour (MWh). This inclusion is done, by default, on the basis of a minimum call on the starting bid, i.e. the Minimum Power during the Minimum Usage Period DO_{min}. Where RTE in is possession of estimates of the capacity and duration of the starting bid, these estimates shall be taken into account.

Therefore, the price for the ranking of these bids is determined as follows:

$$Prix_{Effectif}\ par\ MWh = Prix_{Offre_{HF\ Dém}} + \frac{Forfait\ Dém}{P \times D}$$

Where:

- $Prix_{Effectif}\ par\ MWh$: price for ranking starting bids (unit: €/MWh);
- $Prix_{Offre_{HF\ Dém}}$: the bid price excluding the Fixed Start-up Fee (unit: €/MWh);
- $Forfait\ Dém$: the Fixed Start-Up Fee in remuneration of the thermal GUs in a BE (unit: €);
- P: the power, which may take one of the following two values (unit: MW):
  - Minimum Power by default; or
  - the call power of the Bid, as estimated by RTE.
- D: the duration of the bid, which can take one of two values (unit: minutes):

- $DO_{\min}$ by default; or the call duration of the Bid, estimated by RTE.

2.K.1.1.1.2. Special case of Specific Balancing Bids relating to small, "non-standard" bids

In derogation of Article 2.K.1.1.1, for all requirements of type P=C Balance, RTE ranks all admitted bids subject to Article 2.S.1.2 by D-1 and D, and bids complying with the procedures defined in the aforementioned Article in ascending order of bid price. This ranking is established in parallel with the ranking described in Article 2.K.1.1.1.

These bids are called:

- by order of economic precedence of the balancing bids;
- automatically at their Maximum Offered Power, without guaranteeing that all Bid Usage Conditions will be taken into account;
- in the event that, in the first half-hourly interval available for activation, bids with a higher bid price have been activated for reasons of P=C, under the procedure described in Article 2.K.1.1.1.

As provided in Article L321-10 of the Energy Code, RTE activates these bids according to the order of economic precedence of the balancing bids submitted to it, subject to technical constraints affecting system balancing that would require the non-activation of certain submitted bids or entail non-compliance with the Bid Usage Conditions of the bid submitted by the participant.

In the case of a defaulting implementation in which the Balancing Service Provider has indicated to RTE that it cannot implement the Balancing Order on at least one half-hourly interval owing to non-compliance with its Bid Usage Conditions, and where this information was brought to the attention of RTE before the Activation Time, then the penalty provided for in Article 2.M.7.3 is not applied.

2.K.1.1.1.3. Special case of activations for test purposes

RTE may carry out activations for test purposes, subject to contractual arrangements. Activations made for these purposes disregard the calling order established in the first paragraph of this Article.

2.K.1.1.2. Principle of prioritization for certain bids

Under Article L321-15-1 of the Energy Code, where two equivalent upward Balancing Bids of equal cost are submitted to the Balancing Mechanism, RTE gives priority to the bid associated with a Consumption BE over the bid associated with an Injection BE.

Under Article R321-24 of the Energy Code and without prejudice to the provisions of Article L321-15-1 cited above, between two equivalent upward Balancing Bids associated with Injection BEs and of equal cost, RTE shall give priority to:

- the bid associated with a BE eligible for call priority under Article R321-24 of the Energy Code and issued by a Generation Unit or Injection Site meeting the qualification requirement for an installation producing electricity from renewable energies under the meaning of Article L211-2 of the Energy Code, over the bid associated with a BE not eligible for the aforementioned call priority;

- the bid associated with a BE eligible for call priority under Article R321-24 of the Energy Code and issued by a Generation Unit or Injection Site meeting the qualification requirement for a cogeneration installation with a given energy efficiency rating within the meaning of the Order of 20 July 2016 by the Minister for Energy, which lays down the technical characteristics of high-efficiency cogeneration installations, over the bid associated with a BE not eligible for the aforementioned call priority.

2.K.1.1.3. Management of price segment changes

For each price segment, RTE shall draw up a list of bids ranked by order of economic precedence.

2.K.1.1.3.1. Call for Specific Balancing Bids for a balancing requirement spanning two consecutive price segments

For balancing operations without time limitations, when the balancing requirement spans two consecutive Price Segments, RTE uses the Bids in order of economic precedence in the Price Segment which includes the Activation Time of the Balancing Order meeting the aforementioned requirement.

2.K.1.1.3.2. Management of transition times between Price Segments

Among the BEs for which RTE has called a Balancing Bid on the current Price Segment without specifying the Deactivation Time, RTE identifies:

- those for which no bid exists on the following Price Segment;
- those whose bids are excluded from the order of economic precedence in the following Price Segment.

Before the end of the current Price Segment, RTE shall deactivate the bids of BEs with no bids on the following Price Segment.

In compliance with the Bid Usage Conditions, RTE will then deactivate bids not included in the order of economic precedence, and call for new bids in order of economic precedence, depending on the dynamics of the power system.

In order to keep frequency control within the normal ranges, RTE may bring forward the call for new bids and/or delay the deactivation of non-precedence bids, respectively no more than half an hour before and/or half an hour after the start time of the new Price Segment.

2.K.1.1.4. Economic precedence in a limited number of Specific Balancing Bids

2.K.1.1.4.1. Congestion and restoration of frequency Ancillary Services

To relieve Congestion, rebuild margins or allocate Frequency Ancillary Services in real time, RTE ranks Bids according to their order of economic precedence, based on a limited subset of BEs able to meet the requirements of these situations.

2.K.1.1.4.2. Balancing within time constraints

As a result of constraints inherent to the operation of the power system, RTE may be forced to resort to the manual Frequency Restoration Reserve, which is exclusively made up of BEs able to increase Injection or reduce Consumption in fewer than fifteen (15) minutes.

In such a case, RTE ranks bids according to their order of economic precedence, on the basis of a limited subset of BEs meeting this criterion.

2.K.1.1.5. Capacity constraints on Interconnections

As a result of capacity constraints on Interconnections, RTE may be required to temporarily exclude, in whole or in part, certain Balancing Bids corresponding to Exchange Point BEs. For a given Interconnection, RTE accepts, in order of priority, Transactions under the terms of a Participation Agreement under the Import/Export Terms and Conditions, followed by the Balancing Bid, provided sufficient residual capacity is available.

Therefore, RTE is likely to refrain from calling a Bid ranked highest by order of economic preference if such residual capacity on the Interconnection is insufficient.

2.K.1.2. Interfiling of mFRR Standard Balancing Bids with the MARI Platform

Articles 2.K.1.2.1 and 2.K.1.2.2 apply for each Quarter-Hourly Interval in which RTE participates in the mFRR Standard Balancing Bid shared workflow

2.K.1.2.1. RTE's expression of need on the MARI Platform

The P=C balancing requirement for the time slot [H; H+15'[transmitted by RTE to the MARI Platform corresponds to all or part of the P=C balancing requirement estimated by RTE 10 minutes ahead of the beginning of the Quarter-Hourly Interval H.

RTE fixes a limit price for each P=C balancing requirement expressed to the MARI Platform over the 96 Gates. This limit price may take the following values:

- "at any cost";
- any price equal to the estimated price of meeting this balancing requirement from the activation of other balancing bids submitted outside the mFRR standard energy bid exchange workflow on the MARI platform.

For each balancing requirement P=C expressed to the MARI Platform between 2 Gates in order to obtain a direct activation of mFRR, the requirement is necessarily "at any cost".

2.K.1.2.2. Transmission of mFRR Standard Bids to the MARI Platform

For a given Quarter-Hourly Interval, when RTE participates in the mFRR standard energy bid shared workflow, RTE shall transmit the mFRR Standard Bids to the MARI Platform according to a workflow defined between the partner TSOs and specifying the Standard Bids filtered according to the conditions specified in Article 2.K.1.4.

2.K.1.3. Interfiling of RR Standard Balancing Bids with the TERRE Platform

The provisions of Articles 2.K.1.3.1 and 2.K.1.3.2 shall apply for each one-hour interval in which RTE participates in the shared workflow for RR Standard Balancing Bids.

2.K.1.3.1. RTE's expression of need on the TERRE Platform

The P=C balancing requirement for the time slot [H; H+1h[transmitted by RTE to the TERRE platform corresponds to the entire P=C balancing requirement estimated by RTE 40 minutes ahead of hour H. This requirement is expressed to a precision of 100 MW.

RTE fixes a requirement limit price for each 100 MW power range in the P=C balancing requirement expressed to the TERRE Platform. This limit price may take the following values:

- "at any cost";
- a price equal to the price this balancing requirement is estimated to cost from the activation of the BE that has placed Specific Balancing Bids but not RR Standard Balancing Bids, and whose DMO quoted for the Specific Balancing Bid is 30 minutes or less. This price estimate is based on market data and RTE's estimate of the probability of realization of the requirement.

2.K.1.3.2. Transmission of RR Standard Balancing Bids to the TERRE platform

For a given one-hour interval, when RTE participates in the shared workflow for Standard Balancing Bids, it shall transmit RR Standard Balancing Bids to the TERRE Platform according to a process jointly defined with the partner TSOs and specifying the Standard Balancing Bids filtered according to the conditions specified in Article 2.K.1.4.

2.K.1.4. Exclusion of Balancing Bids due to system constraints

For the following reasons relating to the reliability of the power system:

- not causing or aggravating congestion;
- Frequency Ancillary Services;
- reconstitution of margins;
- not creating or aggravating deterministic frequency deviations;

RTE may be obliged:

- to partially or totally exclude implicit or explicit Specific Balancing Bids from the order of economic precedence with the intention of keeping these resources in reserve to meet a particular need;
- to filter certain mFRR and/or RR Standard Balancing Bids;
- not to activate RR Standard Balancing Bids selected by the TERRE Platform.

Bids relating to BEs participating in the manual Frequency Restoration Reserve and the Replacement Reserve, including BEs holding contracts for the provision of manual Frequency Restoration Reserves and Replacement Reserves, may be excluded by RTE from the list of Specific Balancing Bids ranked in order of economic precedence, or from the list of Standard RR Standard Balancing Bids shared via the TERRE Platform, or from the list of mFRR Standard Balancing Bids shared over the MARI Platform, in order to maintain sufficient power and stock of manual Frequency Restoration Reserves and Replacement Reserves necessary for the system.

In the event the IS application dedicated to the transmission of Balancing Orders is unavailable, the time constraints relating to the transmission of Balancing Orders by telephone may cause RTE to limit the number of Order Recipients called for balancing purposes on the same time segment.

2.K.2. RTE's traceability system records the reasons for all cases of exclusion.Reasons for Balancing Operation

RTE calls Balancing Bids for one of the Reasons set out below.

2.K.2.1. Management of P=C Balance

These are upward or downward Balancing Operations intended to restore the balance between supply and demand. These balancing operations respond to the following requirements:

- imbalance observed in real time or forecast imbalance between supply and demand;
- compensation for balancing operations performed to address Congestion or restore frequency ancillary services or margins;
- the balancing requirement expressed by RTE and satisfied over the MARI Platform;
- the balancing requirement expressed by RTE and satisfied over the TERRE Platform.

For a time slot [H; H+1h[, excluding load shedding scenarios, RTE does not activate Specific Balancing Bids for on grounds of P=C balance in the 60 minutes preceding hour H.

In the event of load shedding, RTE may activate bids to increase the minimum requirements for Frequency Containment Reserves and automatic Frequency Restoration Reserves.

2.K.2.2. Restoration of frequency Ancillary Services

These are upward or downward balancing operations made to replenish the required minimum reserves in Frequency Containment Reserves and automatic Frequency Restoration Reserves. These operations are carried out on a limited number of Bids (those corresponding to BEs with the technical capacity to supply automatic Frequency Restoration and/or Frequency Containment Reserves).

Excluding exceptional operating cases, RTE does not call Balancing Bids on D-1 for the restoration of frequency Ancillary Services.

2.K.2.3. Reconstitution of margins

These are upward or downward balancing operations carried out to allow, in a given time frame, the Operating Margin to be greater than the Required Margin. These balancing operations, which are intended to increase available volumes, are carried out on BEs whose Bid Usage Conditions and technical constraints are compatible with the need (Mobilization Lead Time of the Bid, Maximum Energy).

2.K.2.4. Congestion processing

To resolve Congestion, RTE performs balancing operations via bids whose implementation is likely to reduce the physical flux on the structure(s) affected by Congestion.

Certain specific PTS Congestion scenarios are described in Article 2.K.5

2.K.3. Activation and Deactivation of bids

2.K.3.1. Sending a Balancing Bid

An Upward bid and a Downward bid cannot be activated simultaneously for a given BE. RTE activates a Balancing Bid no earlier than one Hour before the start of the Mobilization Lead Time of the Bid, unless the emission of the Order must be further brought forward in the case of a balancing operation for “Congestion Processing”, or on Ecowatt Red days.

In order to activate a bid, cancel a Balancing Order or deactivate a bid, RTE transmits (via the IS application dedicated to the transmission of Balancing Orders) a Balancing Order to the Order Recipient, whose name and contact details are indicated for each BE in the Balancing Perimeter.

RTE specifies to the Order Recipient:

- for implicit Specific Balancing Bids, the new setpoint of the BE;
- for explicit Specific Balancing Bids, the power requested;
- For Specific Balancing Bids, the Activation Time and Deactivation Time, as applicable;
- for mFRR Standard Balancing Bids, the bid identifier;
- for RR Standard Balancing Bids, the bid identifier.

In the case of an Exchange Point BE, the Activation Time and Deactivation Time are the start and end times of the scheduling interval of the Interconnection in question.

For Specific Balancing Bids:

- RTE may request the Balancing Service Provider to immediately execute, in compliance with the Bid Usage Conditions, a Balancing Order without specifying the Deactivation Time, which will be communicated to it later.
- RTE may, by issuing a new Balancing Order, change the Deactivation Time given in the initial Balancing Order, thereby shortening or prolonging the activation period, subject to compliance with the Bid Usage Conditions.

For mFRR Standard Balancing Bids valid at quarter-hour intervals [H; H+15'[, Balancing Orders shall be transmitted by RTE no later than 7.5 minutes before the Delivery Period for a Scheduled Activation of mFRR.

For RR Standard Balancing Bids valid at hourly intervals [H; H+1h[, Balancing Orders shall be transmitted by RTE at least 25 minutes before hour H. The procedures for returning the Final Dispatch Schedule are described in Chapter 1.

If the IS application dedicated to the transmission of Balancing Orders is unavailable, and only for BEs whose Maximum Offered Power is greater than or equal to 10 MW, RTE transmits the Balancing Orders by telephone to the Order Recipient, whose name and contact details are given for each BE in the Balancing Perimeter.

If the IS application dedicated to the transmission of Balancing Orders is unavailable, no Balancing Order relating to an RR Standard Balancing Bid is transmitted by RTE.

2.K.3.1.1. Immediate Implementation Orders for safeguarding the system

RTE may issue Immediate Implementation Orders to Users connected to a specific system for the safeguarding of the power system, the execution procedures of which are explained in an agreement relating to the transmission and execution of safeguarding orders.

2.K.3.2. Compliance with the Bid Usage Conditions for Specific Balancing Bids

At the time of issue of the Balancing Order and subject to the provisions of Article 2.M.4.4, RTE shall comply with the Bid Usage Conditions as described in Article 2.J.1.3, except in cases of operation in degraded mode as defined in Article 2.K.4.

For BEs containing SEs, RTE shall, additionally and where applicable, comply with the technical constraints declared in the Scheduling Process, as indicated in Chapter 1.

If a Balancing Order requires a change in scheduling to comply with technical constraints or Bid Usage Conditions known to RTE and reiterated by the Order Recipient at the time of transmission of the Balancing Order, then the change to the schedule is treated as a balancing operation.

The Order Recipient shall alert RTE as soon as possible when it finds that Balancing Orders do not comply with the Bid Usage Conditions or the technical constraints declared under the Scheduling Process.

2.K.3.3. Multiple activations by RTE of a Specific Balancing Bid

RTE may activate and deactivate a Specific Balancing Bid multiple times, subject to Bid Usage Conditions.

2.K.3.4. Cancellation of Balancing Orders

To cancel a Balancing Order, RTE sends the Balancing Service Provider a new order stating that the called bid must not be activated.

RTE cannot cancel a Balancing Order after the cancellation deadline, which is fixed as follows:

- For Remotely-read Consumption, Profiled Consumption and Exchange Point BEs, the cancellation deadline is defined as "Activation Time minus Mobilization Lead Time of the Bid";

- For Injection BEs, the cancellation deadline is specified in the technical agreements. If not specified, the cancellation deadline is defined as “Activation Time minus Mobilization Lead Time of the Bid”.

Should it find that this cancellation order does not respect the cancellation deadline, the Order Recipient alerts RTE in the Hour following the issue of the cancellation order. In the absence of an alert from the Order Recipient, no disputes relating to non-compliance with the cancellation deadline will be admitted.

2.K.3.5. Execution of Balancing Orders by the Balancing Service Provider

The Balancing Service Provider is obliged to implement the Balancing Orders addressed to it by RTE.

All Balancing Orders accepted by the Order Recipient are considered to be executed.

In the event of total or partial inability to execute a Balancing Order, the Balancing Service Provider shall inform RTE by telephone as soon as possible. The time of the call shall be recorded and used as a reference in the workflows monitoring the execution of orders and for purposes of compensation under the principles laid down in Articles 2.L and 2.M.

2.K.3.6. Prioritization of Balancing Orders issued by RTE

Where more than one Balancing Order is issued by RTE and the execution of all orders is not feasible, due to contradiction between the orders or because the execution of one of the orders renders one or more other orders impracticable, then the Balancing Service Provider shall give priority to the following orders, in descending order of importance:

- Immediate Implementation Orders for safeguarding the system;
- orders transmitted by telephone;
- orders transmitted over the IS application dedicated to the transmission of Balancing Orders and concerning Specific Balancing Bids;
- orders transmitted over the IS application dedicated to the transmission of Balancing Orders and concerning mFRR Standard Balancing Bids;
- orders transmitted over the IS application dedicated to the transmission of Balancing Orders and concerning RR Standard Balancing Bids;

This order of priority takes precedence over the moment of transmission of the orders from RTE to the Balancing Service Provider.

RTE implements a workflow designed to limit the occurrence of these situations. Traceability makes it possible to specify to the Balancing Service Provider, if necessary, the reasons which led to these situations.

2.K.3.7. Traceability of Balancing Orders by RTE

RTE keeps records of Balancing Orders, including those placed by telephone.

Furthermore, and in accordance with the IS Terms and Conditions, by the end of each half-hour interval at the latest, RTE provides the Balancing Service Provider with a computer statement of the Balancing Orders submitted by RTE in the course of the half-hourly interval which has just elapsed. This statement includes the following information:

- reference number of the Balancing Order;
- identification number of the BE;
- reference number of the Balancing Bid concerned;
- direction of the Balancing Bid;
- power requested in MW;
- Balancing start time;
- Balancing end time;
- reason for the Balancing operation.

For Injection BEs connected to the PTS, this information corresponds to the difference between the Theoretical Forecast Dispatch Schedule at 5-Minute Intervals and the Forecast Dispatch Schedule outlined by RTE at 5-Minute Intervals.

This information shall be updated after calculation of the Volume Achieved, as described in Article 2.L.

2.K.3.7.1. Rounding for traceability purposes

The rounding rules for RTE's records of Balancing Start Times and Balancing End Times of Balancing Orders are as follows:

- for BEs containing Hydroelectric Power Stations:
  - minutes 0, 1, 2, 3, and 4 are rounded up to the nearest 5th minute;
  - minutes 5, 6, 7, 8 and 9 are rounded up to the nearest 10th minute.
- in other cases:
  - minutes 1, 2, 3 and 4 are rounded up to the nearest 5th minute;
  - minutes 6, 7, 8 and 9 are rounded up to the nearest 10th minute.
  - minutes 0 and 5 are unchanged.

2.K.4. Operation in case of insufficient Balancing Bids

In the event of a shortage of bids that poses risks to the Reliability of the System, two courses of action are open to RTE:

- transmit a message announcing insufficient Balancing Bids;
- issue a notification of the switch to degraded mode and a message of potential need for activation of additional resources.

Balancing Bids shall continue to be selected by their order of economic precedence as long as the reliability rules are not affected; if a switch to degraded mode is necessary at any time, the return to normal operation shall occur as soon as possible. The reliability rules correspond to the set of Market Rules relating to System Reliability.

2.K.4.1. Criteria for detecting insufficient Balancing Bids

The Balancing Bids submitted by the market participants (excluding exceptional Balancing Bids) may be insufficient, at a given moment, to relieve system congestion or maintain the P=C balance.

Balancing Bids are deemed insufficient to maintain the P=C balance where the Operating Margin is less than the Required Margin.

2.K.4.2. Information message declaring insufficiency of Balancing Bids

If, given the timeframe, the shortfall of bids can be resolved at the following Gate(s), RTE publishes an information message on the RTE website inviting Balancing Service Providers to submit new bids.

The information message specifies:

- the direction of the balancing requirement; and
- the characteristics of the bids enabling the requirement to be met; and
- the time slots for which the bids placed are insufficient; and
- the last Gate before which new bids are expected.

The appearance of the information message does not signify the switch to degraded mode provided for in Article 2.K.4.3. In particular, the new bids received in response to this message are collated with the bids previously received, and RTE uses them in compliance with Articles 2.K.1, 2.K.2 and 2.K.3.

2.K.4.3. Switch to degraded mode due to insufficient Balancing Bids

If the first timeframe impacted by the insufficient Bids is so close that it does not allow us to wait for the following Gate, RTE makes the decision to switch to degraded mode for the corresponding time slot.

In degraded mode, the performance of Articles 2.J, 2.K.1, 2.K.2, 2.K.3 and 2.M is partially suspended and the following provisions are applied.

2.K.4.3.1. Notification of switch to degraded mode

RTE informs the Balancing Service Providers of the switch to degraded mode by issuing a message indicating the potential need for activation of additional resources. This information, except in cases of extreme urgency, is declared in advance and is published on the RTE website.

Scheduling Agents are also notified of this switch to degraded mode so they can transmit the data RTE needs, in accordance with the procedure described in Chapter 1.

The Balancing Service Provider shall inform RTE of the unused power that is technically available:

- for each BE whose bids do not cover the total available power of the SE(s) constituting it,
    - in the form of supplementary Balancing Bids submitted and used in accordance with Article 2.K.4.3.2;

- for each BE in which restrictive conditions affecting the SE(s) constituting it are imposed on the Balancing Service Provider,
    - in the form of exceptional Balancing Bids submitted and used in accordance with Article 2.K.4.3.4;
- for each BE declared to be undergoing maintenance or technical testing that cannot be interrupted or postponed, in the form of a {power; duration} pair that can be used while in degraded mode, supplemented by restrictions attaching to the use of that BE. The Balancing Service Provider must submit this information to RTE as soon as possible, by e-mail or fax. RTE may use the power thus offered under the conditions set out in Article 2.K.4.3.5.

For BEs consisting of SEs located in the same hydroelectric catchment basin, information may be transmitted for the whole basin.

The switch to degraded mode due to insufficient Balancing Bids offers RTE the following courses of action.

2.K.4.3.2. Using additional Balancing Bids

The notification referred to in Article 2.K.4.3.1 shall invite Balancing Service Providers to submit additional Balancing Bids. It specifies the requirement identified by RTE (upward or downward, all BEs or a list of selected BEs, time slots addressed by requirement) and the deadline for sending additional Balancing Bids.

Additional Balancing Bids must be submitted by e-mail or fax at the earliest opportunity to the addressees cited by RTE in the notification of the switch to degraded mode.

For BEs containing SEs addressed by Article 2.J.1.1.3.1:

- the Balancing Service Provider submits additional Balancing Bids for the technically available portion of unused power not offered on the Balancing Mechanism, or not offered on the TERRE or MARI Platforms;
- Additional Balancing Bids can be submitted from the System Access Deadline onwards. In this case, they may neither be modified by the Balancing Service Provider, nor used by RTE outside a degraded mode due to insufficient bids.

Additional Balancing Bids are immediately accepted and may be called immediately, subject to compliance with their Bid Usage Conditions. They are valued at the bid price indicated in the e-mail or fax.

The financial conditions of additional implicit Specific Balancing Bids for a Thermal Power Plant of over 10 MW may include, where appropriate and in addition to the bid price, a Fixed Start-up Fee.

They are interfiled with the Specific Balancing Bids submitted by the Balancing Service Providers.

They can only be called during degraded mode.

The use of such additional Balancing Bids is mentioned in the information made available to Balancing Service Providers in accordance with Article 2.M.8.

The use of additional Balancing Bids shall be included in the calculation of the indicators published on D+3 and referred to in Article 2.P.1.1.

2.K.4.3.3. Implementation of backup reserve exchange contracts between RTE and other TSOs

After exhausting the Balancing Bids admitted at the gates and the additional Balancing Bids, RTE may implement backup reserve exchange contracts with other TSOs, designed to strengthen the Reliability of the Electrical System in degraded situations.

The use of such backup reserve exchange contracts between RTE and other TSOs following a request from RTE is included in the calculation of the indicators referred to in Article 2.P.1.1.

2.K.4.3.4. Use of exceptional Balancing Bids

If applicable, and after exhausting the exceptional Bids admitted at the Gates, additional Balancing Bids and the reserve-sharing possibilities offered by agreements with other TSOs, RTE may call the exceptional Balancing Bids submitted by Balancing Service Providers to the initial Gate on D-1, in accordance with the notification described in the IS Terms and Conditions.

RTE's use of exceptional Balancing Bids is subject to derogating terms and conditions. The use of exceptional Balancing Bids is included in the calculation of the indicators published on D+3 and referred to in Article 2.P.1.1.

2.K.4.3.5. Use of unoffered resources

If applicable and after exhausting exceptional Balancing Bids, RTE may apply to a BE whose availability is known to it. There are two possible scenarios:

- Scenario 1: No Balancing Bids have been submitted for this BE, or a bid has been submitted but its price has not been specified, or the BE is declared to be undergoing technical testing. In this scenario, the valuation shall be made for each Imbalance Settlement Period on the basis of the price and in respect of the following conditions:
  - For upward activation orders:

$$Prix_{Energie,H}(EDA^{NO\ MA}) = max\left(Prix_{SpotRéf}\ ;PME\ ;Prix_{Offre^{E}_{Spéc}}(T)\right)$$

Where:

- $Prix_{Energie,H}(EDA^{NO\ MA})$: the price of energy of a BE not offered on the Balancing Mechanism for an upward activation order (unit: €/MWh);
- $Prix_{SpotRéf}$: Reference Spot Price (unit: €/MWh);
- PME: Marginal Balancing Price (unit: €/MWh);
- $Prix_{Offre^{E}_{Spéc}}(T)$: the last Balancing Bid price known to RTE for the BE concerned, for the same price segment T (unit: €/MWh).

  - For downward activation orders:

$$Prix_{Energie,B}(EDA^{NO\ MA}) = min\left(0\ ;PME\ ;Prix_{Offre^{E}_{Spéc}}(T)\ \right)$$

Where:

- $Prix_{Energie,B}(EDA^{\,NO\,MA})$: the energy price of a BE not offered on the Balancing Mechanism for a downward activation order (unit: €/MWh);
- PME: Marginal Balancing Price (unit: €/MWh);
- $Prix_{Offre^{E}_{Spéc}}(T)$: the last Balancing Bid price known to RTE for the BE concerned, for the same price segment (unit: €/MWh).

- Scenario 2: a Balancing Bid has been submitted for this BE and RTE wishes to be able to use the bid outside of the Bid Usage Conditions. In this case, the valuation is made at the bid price, in accordance with Articles 2.M.4.4.2 and 2.M.4.4.3.

Additionally, RTE may call on SEs not included in a BE, on the basis of the information transmitted by the Scheduling Agents in accordance with Article 2.K.4.3.1. The valuation is made for each Imbalance Settlement Period on the basis of the price and in respect of the following conditions:

- For upward activation orders:

$$Prix_{Energie,H}(EDP\ hors\ EDA) = max\left(Prix_{SpotRéf}\ ; PME\right)$$

Where:

- $Prix_{Energie,H}(EDP\ hors\ EDA)$: the energy price of the non-BE SE considered for an upward activation order (unit: €/MWh);
- $Prix_{SpotRéf}$: Reference Spot Price (unit: €/MWh);
- PME: the Marginal Balancing Price (unit: €/MWh);

- For downward activation orders:

$$Prix_{Energie,B}(EDP\ hors\ EDA) = min(0\ ; PME)$$

Where:

- $Prix_{Energie,B}(EDP\ hors\ EDA)$: the energy price of the non-BE SE considered for a downward activation order (unit: €/MWh);
- PME: the Marginal Balancing Price (unit: €/MWh);

The use of these resources is not taken into account in the calculation of the indicators published on D and D+3 and as referred to in Article 2.P.1.1. RTE subsequently amends the D+3 indicators to take into account the use of non-offered resources when the energy and valuations corresponding to these resources are known.

In the case of pumped-storage hydroelectric power stations working in consumption mode, the valuation is increased by the cost of subscribed power exceedance caused by RTE's request.

2.K.4.3.6. Notification of end of operation in degraded mode

RTE informs the Balancing Service Providers of the end of operation in degraded mode, unless the end time was explicitly specified in the notification of the switch to degraded mode. An announcement reporting the end of operation in degraded mode is also sent if RTE wishes to bring forward the end of degraded mode specified in the notification of the switch to degraded mode. A notice announcing the end of operation in degraded mode is published on the RTE website.

Scheduling Agents are also informed of the end of operation in degraded mode, in accordance with the procedures described in Chapter 1.

2.K.5. Unscheduled unavailability of the Public Transmission System

This Article applies exclusively to situations of Unscheduled Unavailability on the Public Transmission System for which RTE has a financial responsibility, as set out in the system access contract.

In the event of Unscheduled Unavailability of the Public Transport Network resulting in a limitation on Injection by a PTS Injection BE, RTE shall activate a downward Specific Balancing Bid on this BE, in the cases provided for in the Transmission System Access Contract, for the purpose of relieving System congestion.

In the particular case of a pumped-storage hydroelectric power plant operating in Consumption mode, RTE activates an upward Specific Balancing Bid in compliance with the Bid Usage Conditions.

In the event of Unscheduled Unavailability of the Public Transport Network leading to a limitation on Consumption by a Remotely-Read Consumption BE or a Profiled Consumption BE, RTE shall activate an upward Specific Balancing Bid on that BE for the purposes of easing System congestion.

The balancing volume is calculated on the basis of the following elements:

- start of balancing: automatic or manual action to limit (or increase) injection or consumption;
- end of the balancing operation: potential resumption of injection or consumption.

These arrangements also apply if the Unscheduled Unavailability of the Upstream Network was considered as originating in the Generation Feed Network, following incorrect or incomplete information from RTE.

Upward (or downward) balancing operations made following Unscheduled Unavailability of the Upstream Network and addressed in the System Access Contract concerning:

- GUs or SEs or BE constituent Sites for which no Specific Balancing Bid has been submitted on the Balancing Mechanism;
- GUs or SEs or non-BE Sites;

shall be treated in accordance with the procedures laid down in Article 2.K.4.3.5. These balancing operations have “Congestion” as the designated reason for the operation.

2.L. Balancing energy control

2.L.1. General principle of control of achieved volumes

RTE performs a calculation of the Achieved Volume at BE level to ensure the effective execution of the Balancing Order at each Control Interval in the BE's Control Period. The application of this calculation, detailed in Article 2.L.2, depends on the technical specificities of the BE.

2.L.1.1. Control Period and Interval for Control of Achieved Volume

The Control Period of a Balancing Entity is the sum of the following periods:

- [H-30; H+1h[if an RR Standard Balancing Bid addressing the BE has been activated on the time slot [H; H+1h[;
- For Specific Balancing Bids, the sum of all full 10-Minute Intervals during which the Theoretical Expected Volume or the Actual Expected Volume as defined in Articles 2.M.1 and 2.M.2 is not zero. From date MA_{20}, the Control Period is the sum of all full 5-Minute Intervals during which the Theoretical Expected Volume or the Actual Expected Volume is not zero.

The Control Interval is 10 min. From date MA_{20}, the Control Interval is 5 min.

Articles 2.L.2, 2.L.3 and 2.L.4 apply to non-Exchange Point BEs.

2.L.2. Definition of the BE's Load Curve

RTE defines the BE's Load Curve by adding together the Load Curves of the Sites it contains.

The Load Curves of the Sites are defined in accordance with the procedures specified below.

Unless otherwise stated, Load Curves values are expressed to the nearest kW.

2.L.2.1. Sites connected to the PTS

The Load Curve of a PTS-connected Remotely-read Consumption or Injection Site is constituted by consumption or generation data collected by RTE's remote Metering Installations at 10-Minute Intervals. No later than the Saturday preceding date MA_{20}, this data is collected at 5-Minute Intervals.

The Load Curve of a Stationary Storage Site connected to the PTS represents the difference between the generation and consumption data collected by RTE's remote Metering Installations at 10-Minute Intervals. No later than the Saturday preceding date MA_{20}, this data is collected at 5-Minute Intervals.

2.L.2.2. Sites connected to the PDS

2.L.2.2.1. Remotely-Read Consumption Sites and PDS Injection Sites

The Load Curve of a Remotely-Read Consumption or Injection Site connected to the PDS is constituted by the consumption and/or generation data collected by the DSO's remote Metering Installations at 10-Minute Intervals. This data is monitored at the following intervals:

- no later than the Saturday preceding date MA_{20}, at 5-Minute Intervals for MV and LV Sites of capacity greater than 36 kVA;
- from the Saturday preceding date MA_{20}, at 15-Minute Intervals for LV Sites of capacity 36 kVA or less.

The Load Curve of a Stationary Storage Site connected to the PDS represents the difference between the generation and consumption data collected by the DSOs' Metering Installations at 10-Minute Intervals. This data is monitored at the following intervals:

- no later than the Saturday preceding date MA_{20}, at 5-Minute Intervals for MV and LV Sites of capacity greater than 36 kVA;
- from the Saturday preceding date MA_{20}, at 15-Minute Intervals for LV Sites of capacity 36 kVA or less.

In derogation of the provisions of this Article, DSOs which are Local Distribution Companies as defined in Article L111-52(2) of the Energy Code may continue to define Load Curves for Injection Sites, Remotely-read Consumption Sites and Stationary Storage Sites at 10-minute intervals up to data MA_{15}.

The Load Curves for a given week W of Remotely-read Sites connected to the PDS are sent by the DSO, Site by Site, to RTE and the Balancing Service Provider concerned, arriving no later than 12 noon on the Friday of Week W+1.

If the DSO does not send RTE the data within the allotted timeframe, the Load Curves of the corresponding Sites are considered to be equal to zero (0) for the Time Intervals considered.

For Remotely-read Consumption sites connected to a Remotely-read Consumption BE monitored according to the "historic data" method, the DSO must ensure it has sent RTE the Load Curves necessary for the calculation of the consumption history when the Balancing Service Provider has requested monitoring by the "historic data" method.

The Balancing Service Provider checks this data for anomalies. It may challenge the data by notifying the DSO no later than the 3rd Business Day after the Load Curves are sent by the DSO.

If challenged by the Balancing Service Provider, the corresponding data may be modified by the DSO and sent to RTE, arriving no later than the following set of Load Curves sent by the DSO to RTE. These modifications allow RTE to update the remuneration of the Balancing Orders, the Allocation Process and the payment due by the Balancing Service Provider to the Suppliers of the Consumption sites on which load reduction has been performed. If the Balancing Service Provider fails to challenge it within the time limit, the data made available by the DSO shall be considered as accepted.

In all cases, whether uncontested or challenged and subsequently modified, the Load Curve sent by the DSO to RTE is valid for the calculation of the Load Curves of the Sites concerned; RTE does not need to know why the Balancing Service Provider has challenged the data. RTE shall not be held liable for the inaccuracy or incompleteness of the data sent by the DSO, who, together with the Balancing Service Provider, under the provisions of this Article and at the end of the aforementioned period for challenging the data, shall be held to be in agreement with the content of the data sent by the DSO.

2.L.2.2.2. Profiled Consumption Sites

Where the data produced by DSOs does not present the characteristics necessary for the certification of Load Reduction operations, the Load Curve of a Profiled Consumption Site is defined using data provided by the Balancing Service Provider. If the DSOs can provide the necessary data, the Load Curve of a Profiled Consumption Site shall be defined at 10-Minute Intervals (15-Minute Intervals starting on the Saturday preceding date MA_{20}), using data provided by the DSOs.

In derogation of the provisions of this Article, DSOs which are Local Distribution Companies as defined in Article L111-52(2) of the Energy Code may continue to define Load Curves for Profiled Consumption Sites at 10-Minute Intervals up to data MA_{15}.

The data referred to in this Article must meet the requirements described in Article 2.E.3.

The Load Curves of Profiled Consumption Sites for a given week W are sent to RTE by the Balancing Service Provider or by the DSO, arriving no later than 12 noon on the Friday of week W+1.

The Load Curve of the Profiled Consumption Site is considered to be equal to zero (0):

- on time intervals for which the data required by RTE has not been transmitted within the allotted timeframe; or
- where the Load Curve is defined using data supplied by a Balancing Service Provider that has not obtained prior Qualification from RTE, as provided in Article 2.E.3.2, for its load curve metering and transmission systems.

The Load Curve data for Profiled Consumption Sites transmitted by a Balancing Service Provider is expressed to the nearest watt.

2.L.2.2.3. Special requirements for BEs whose Sites provide PDS Network Flexibility

For the same Control Period and the same Site, simultaneous activations of PDS Network Flexibility with activations on the Balancing Mechanism and/or on NEBEF must be in the same direction.

In the event of concomitant activations, on the same BE and in the same Control Period, of Local Flexibilities with activations on the Balancing Mechanism and/or NEBEF, the DSO shall transmit to RTE, by no later than 12 noon on the Friday of week W+1 for a given week W, the Time Series of the activation volumes of Local Flexibilities at BE level at 5-Minute Intervals.

2.L.2.3. Special provisions for Sites participating in Primary and Secondary Frequency Restoration

The Load Curve of an Injection Site, Stationary Storage Site or Consumption Site participating in Primary or Secondary Frequency Restoration, defined in accordance with Articles 2.L.2.1 or 2.L.2.2, is modified to neutralize the influence of primary and secondary frequency restoration energy supplied or saved by the Site at each 10-Minute Interval until the Friday preceding date MA_{20} and at each 5-Minute Interval from the Saturday preceding date MA_{20}.

Supplied and saved Primary and Secondary Frequency Restoration energy values are determined in accordance with Chapter 4 of the Rules.

2.L.3. Definition of the BE's Reference Curve

The definition of a BE's Reference Curve differs according to the constitution of the BE:

- if the BE consists of SEs, the Reference Curve is defined as described in Article 2.L.3.1;
- If the BE does not consist of SEs, the Reference Curve is defined as described in the General Provisions.

2.L.3.1. BE consisting of SEs

When the constituent SEs of the BE consist of Generation Units, the BE's Reference Curve represents the sum, for all SEs in the BE, of the absolute active power values over all Control Intervals in the Control Period of the last Forecast Dispatch Schedule outlined by RTE for each SE.

The Control Interval is the interval of time corresponding to the granularity of the calculation of the Achieved Volume of a BE.

When the SEs constituting BEs consist of Stationary Storage Sites, the Reference Curve of the BE represents the sum, for all SEs making up the BE, of the active power values across all Control Intervals in the Control Period of the last Forecast Dispatch Schedule outlined by RTE for each SE.

The preparation of the Forecast Dispatch Schedule and its subsequent amendments are described in Chapter 1.

2.L.3.2. BE not consisting of SEs

If the Balancing Service Provider wishes to assign to a BE a method for the calculation of Volume Achieved other than the "single rectangle" method, it must file this request when applying to create the BE, as provided in paragraph 2.F.4.1.

The Balancing Service Provider may also request to change the method of calculating Volume Achieved assigned to a BE by sending RTE a request to change the Volume Achieved calculation method no later than 10 Business Days before the end of Month M for implementation on the first day of Month M+1.

For technical details, refer to the cross-functional data sheets of the General Provisions.

2.L.4. Definition of Volume Achieved by the BE

2.L.4.1. General case

For each Balancing Entity EDA_j and each 5-Minute Interval t in the BE's Control Period, RTE calculates the upward Volume Achieved of the EDA_j, $VR_H(EDA_j, t)$ and the downward Volume Achieved of the EDA_j, $VR_B(EDA_j, t)$ as follows:

- If the BE is of the injection type (including injection BEs consisting of Stationary Storage Sites), unless a pumped-storage hydroelectric power station operating in pump mode is attached to this BE:

$$VR_H(EDA_j, t) = max\left(\left(\left(CdC^{MA}(EDA_j, u_t)\right) - CdC^{MA}_{Réf}(EDA_j, u_t)\right) \times \frac{5}{60}\ ; 0\right)$$

$$VR_B(EDA_j, t) = -min\left(\left(\left(CdC^{MA}(EDA_j, u_t)\right) - CdC^{MA}_{Réf}(EDA_j, u_t)\right) \times \frac{5}{60}\ ; 0\right)$$

- If the BE is Injection or if a pumped-storage hydroelectric facility operating in pump mode is attached to the BE:

- If $VA_{Théorique}(EDA_j, t)$ and $\left(Cd\ \ {}^{MA}_{Réf}(EDA_j, u_t) - CdC^{MA}(EDA_j, u_t)\right)$ are of the same sign in the 5-Minute Interval t or if a pumped-storage hydroelectric facility operating in pump mode is attached to this BE:

$$VR_H(EDA_j, t) = max\left(\left(CdC^{MA}_{Réf}(EDA_j, u_t) - CdC^{MA}(EDA_j, u_t)\right) \times \frac{5}{60}\ ; 0\right)$$

$$VR_B(EDA_j, t) = -min\left(\left(CdC^{MA}_{Réf}(EDA_j, u_t) - CdC^{MA}(EDA_j, u_t)\right) \times \frac{5}{60}\ ; 0\right)$$

- Otherwise:

$$VR_H(EDA_j, t) = 0$$

$$VR_B(EDA_j, t) = 0$$

Where:

- t: a given 5-Minute Interval;
- u_t: the Time Interval to which the 5-Minute Interval belongs t. Until the Friday preceding date MA_{20}, the time interval $u_t$is a 10-Minute Interval. From the Saturday preceding data MA_{20}, the time interval is a 5-Minute Interval or a 15-Minute Interval, depending on the conditions defined in Article 2.L.2.2.1;
- $VR_H(EDA_j, t)$ and $VR_B(EDA_j, t)$: Volume Achieved, respectively upward and downward,EDA_j in the 5-Minute Interval t. This volume is rounded to 3 decimal places (unit: MWh);
- $CdC^{MA}(EDA_j, u_t)$: the power value, over the Time Interval to u_t which the 5-Minute Interval t belongs, of the BE's Load Curve as defined in Article 2.L.2 (unit: MW);
- $CdC^{MA}_{Réf}(EDA_j, u_t)$: the power value, over the Time Interval to u_t which the 5-Minute Interval t belongs, of the BE's Reference Curve as defined in Article 2.L.3 (unit: MW);
- $VA_{Théorique}(EDA_j, t) = VA_{Théorique,H}(EDA_j, t) - VA_{Théorique,B}(EDA_j, t)$

  Where:

  - $VA_{Théorique,H}(EDA_j, t)$ and $VA_{Théorique,B}(EDA_j, t)$: the Theoretical Expected Volume, respectively upward and downward, of the BE EDA_j over the 5-Minute Interval t defined according to the terms of Article 2.M.1 (unit: MWh);

2.L.4.2. Specific case: a Balancing Bid activated on the Balancing Mechanism simultaneously with a Declared Load Reduction Schedule announced on the NEBEF mechanism

If a Site is attached to a Demand Response Entity and to a BE:

- constituted in strictly identical fashion on the Control Period, then the Achieved Volume of the BE is define in accordance with Article 2.L.4.1 ;

- not constituted in strictly identical fashion on the Control Period, then in the event that for the same Half-Hourly Interval before date MA_{20}, or the same Quarter-Hourly Interval after date MA_{20}, a Balancing Bid on the Balancing Mechanism has been activated and a Declared Load Reduction Schedule has been submitted, the Achieved Volume is considered to be nil for the Control Interval(s) contained in the Time Interval concerned, except in the two configurations described below:
    - where the overlap of the BE and the Demand Response Entity contains more than 90% of the Sites of the BE and the Demand Response Entity, then the Achieved Volume of the BE is determined in accordance with Article 2.L.4.1;
    - after date MA_1, signalled 1 Month in advance to Balancing Service Providers, when less than 10% of the BE's Sites also belong to a Demand Response Entity, then the Achieved Volume of the BE is determined in accordance with Article 2.L.4.1. The BE's Reference Curve is determined with BE Sites which do not also belong to a Demand Response Entity.

2.M. Balancing energy valuation

2.M.1. Calculation of the Theoretical Expected Volume of the BEs

For each Balancing Entity EDA_j and each 5-Minute Interval t of a given day, RTE calculates the Theoretical Expected Volume of this BE, $VA_{Théorique,H}(EDA_j, t)$ and the downward Theoretical Expected Volume of the EDA_j, $VA_{Théorique,B}(EDA_j, t)$ as follows:

$$VA_{Théorique,H}(EDA_j, t) = max\left(\left(PM_{Théorique}(EDA_j, t) - PA(EDA_j, t)\right) \times \frac{5}{60}\ ; 0\right)$$

$$VA_{Théorique,B}(EDA_j, t) = -min\left(\left(PM_{Théorique}(EDA_j, t) - PA(EDA_j, t)\right) \times \frac{5}{60}\ ; 0\right)$$

Where:

- $VA_{Théorique,H}(EDA_j, t)$ and $VA_{Théorique,B}(EDA_j, t)$: Theoretical Expected Volume, respectively upward and downward,EDA_j in the 5-Minute Interval t. This volume is rounded to 3 decimal places (unit: MWh);
- $PM_{Théorique}(EDA_j, t)$ is the sum of:
    - on all the constituent Scheduling Entities EDP_i of the Balancing Entity EDA_j, the active power values in the 5-Minute Interval t of the last Theoretical Final Dispatch Schedule outlined by RTE for the Scheduling Entities EDP_i in accordance with the procedures described in Chapter 1 (unit: MW),
    - of the active power value, over the 5-Minute Interval t, of the latest theoretical Final Dispatch Schedule established by RTE for all the sites of the Balancing Entity EDA_j that do not belong to a Scheduling Entity according to the terms of Chapter 1;

- $PA(EDA_j, t)$ is equal to zero plus the sum, for all the Scheduling Entities EDP_i constituting the Balancing Entity EDA_j, of the active power values, over the 5-Minute Interval t, of the latest Forecast Dispatch Schedule drawn up by RTE for the Scheduling Entities EDP_j in accordance with the procedures described in Chapter 1 (unit: MW).

2.M.2. Calculation of the Actual Expected Volume of the BEs

For each Balancing Entity EDA_j and each 5-Minute Interval t of a given day, RTE calculates the upward Actual Expected Volume of the BE, $VA_{Effectif,H}(EDA_j, t)$ and the downward Actual Expected Volume of the Balancing Entity EDA_j, $VA_{Effectif,B}(EDA_j, t)$ as follows:

$$VA_{Effectif,H}(EDA_j, t) = max\left(\left(PM_{Effectif}(EDA_j, t) - PA(EDA_j, t)\right) \times \frac{5}{60}\ ; 0\right)$$

$$VA_{Effectif,B}(EDA_j, t) = -min\left(\left(PM_{Effectif}(EDA_j, t) - PA(EDA_j, t)\right) \times \frac{5}{60}\ ; 0\right)$$

Where:

- $VA_{Effectif,H}(EDA_j, t)$ and $VA_{Effectif,B}(EDA_j, t)$: Actual Expected Volume, upward and downward, of the EDA_j over the 5-Minute Interval t. This volume is rounded to 3 decimal places (unit: MWh);
- $PM_{Effectif}(EDA_j, t)$ is the sum of:
  - on all the Scheduling Entities EDP_i constituting the Balancing Entity EDA_j, the active power values, over the 5-Minute Interval t, of the latest Theorical Final Dispatch Schedule established by RTE for the EDP_i, in accordance with the procedures described in Chapter 1 (unit: MW);
  - of the active power value, over the 5-Minute Interval t, of the latest Theoretical Final Dispatch Schedule established by RTE for all of the sites of the Balancing Entity EDA_j that do not belong to an Scheduling Entity EDP_i , according to the procedures described in Chapter 1; unit : MW);
- $PA(EDA_j, t)$ is equal to zero plus the sum, for all the Scheduling Entities EDP_i constituting the Balancing Entity EDA_j, of the active power values, over the 5-Minute Interval t, of the latest Forecast Dispatch Schedule drawn up by RTE for the EDP_i in accordance with the procedures described in Chapter 1 (unit: MW).

For a bid activated simultaneously on the same BE and in the same Control Period, with one or more Local Flexibility activation(s), the Actual Expected Volume is considered to be nil only when the Market Volume is less than or equal to the sum of the volumes of Local Flexibility activations transmitted to RTE by the DSO in accordance with Article 2.L.2.2.3.

2.M.3. Calculation of the Market Volume of activated Balancing Bids

For each bid activated by RTE and each 5-Minute Interval, RTE defines a Market Volume.

For each 5-Minute Interval, the Market Volume is expressed in MWh and rounded to 3 decimal places.

2.M.3.1. Calculation of the Market Volume of activated mFRR Standard Balancing Bids

2.M.3.1.1. Scheduled Activation of mFRR

For each Standard Balancing Bid $Offre^{E}_{mFRR}$ activated as scheduled by RTE and each 5-Minute Interval t of the Bid Validity Period, RTE calculates the Market Volume of $Offre^{E}_{mFRR}$, $VC_{Offre^{E}_{mFRR,SA}}(t)$, as follows:

$$VC_{Offre^{E}_{mFRR,SA}}(t) = P_{Offre^{E}_{mFRR}}(t) \times \frac{5}{60}$$

Where:

- $VC_{Offre^{E}_{mFRR,SA}}(t)$: The Market Volume of the Standard Balancing Bid $Offre^{E}_{mFRR}$ over the 5-Minute Interval t. The exponent E indicates that this is an Energy Balancing Bid (unit: MWh);
- $P_{Offre^{E}_{mFRR}}(\mathrm{t})$: the power retained by the MARI platform on $Offre^{E}_{mFRR}$ over the 5-Minute Interval$t$ (unit: MW).

2.M.3.1.2. Direct Activation of mFRR

For each Standard Balancing Bid $Offre^{E}_{mFRR}$ directly activated by RTE and each 5-Minute Interval t in the Bid Validity Period, RTE calculates the Market Volume of $Offre^{E}_{mFRR}$, $VC_{Offre^{E}_{mFRR,DA}}(t)$, as follows:

$$VC_{Offre^{E}_{mFRR,DA}}(t) = \frac{n(t)}{5} \times P_{Offre^{E}_{mFRR}}(t) \times \frac{5}{60}$$

Where:

- $VC_{Offre^{E}_{mFRR,DA}}(t)$: The Market Volume of the Standard Balancing Bid $Offre^{E}_{mFRR}$ over the 5-Minute Interval t (unit: MWh);
- $\mathrm{P}_{\mathrm{Offre}^{\mathrm{E}}_{\mathrm{mFRR}}}(\mathrm{t})$: the power retained by the MARI platform on $Offre^{E}_{mFRR}$ over the 5-Minute Interval (unit: MW);
- $n(\mathrm{t})$: a natural integer varying from 0 to 5 depending on the Balancing Start Time of $Offre^{E}_{mFRR}$ with respect to the 5-Minute Interval t (no unit):
  - If the Balancing Start Time of $Offre^{E}_{mFRR}$ falls within or after the 5-Minute Interval t, then $n(t) = 0$;
  - If the Balancing Start Time of $Offre^{E}_{mFRR}$ falls before the 5-Minute Interval t, then $n(t) \in [1; 5]$.

2.M.3.2. Calculation of the Market Volume of activated RR Standard Balancing Bids

For each Standard Balancing Bid $Offre^{E}_{RR}$ activated by RTE and each 5-Minute Interval t of the Bid Validity Period, RTE calculates the Market Volume of $Offre^{E}_{RR}$, $VC_{Offre^{E}_{RR}}(t)$, as follows:

$$VC_{Offre^{E}_{RR}}(t) = P_{Offre_{RR}}(t) \times \frac{5}{60}$$

Where:

- $VC_{Offre^{E}_{RR}}(t)$: the Market Volume of the Standard Balancing Bid $Offre^{E}_{RR}$ over the 5-Minute Interval t (unit: MWh);
- $P_{Offre^{E}_{RR}}(t)$: the power retained by the TERRE platform on $Offre^{E}_{RR}$ over the 5-Minute Interval t (unit: MW).

2.M.3.3. Calculation of the Market Volume of activated Specific Balancing Bids

2.M.3.3.1. Conditions applicable prior to date MA11

For each BE EDA_j and each 5-Minute Interval t in which a Specific Balancing Bid is activated:

- If $VA_{Théorique,H}(EDA_j, t)$ is not nil then:

$$VC_{Offre^{E}_{Spéc,H}}(EDA_j, t) = max\left(\left(VA_{Théorique,H}(EDA_j, t) - \sum_k \left(VC_{Offre^{E}_{k,RR,H}}(EDA_j, t)\right)\right); 0\right) + \sum_k \left(VC_{Offre^{E}_{k,RR,B}}(EDA_j, t)\right)$$

$$VC_{Offre^{E}_{Spéc,B}}(EDA_j, t) = max\left(\left(\sum_k \left(VC_{Offre^{E}_{k,RR,H}}(EDA_j, t)\right) - VA_{Théorique,H}(EDA_j, t)\right); 0\right)$$

- If $VA_{Théorique,B}(EDA_j, t)$ is not nil then:

$$VC_{Offre^{E}_{Spéc,H}}(EDA_j, t) = max\left(\left(\sum_k \left(VC_{Offre^{E}_{k,RR,B}}(EDA_j, t)\right)\right) - VA_{Théorique,B}(EDA_j, t); 0\right)$$

$$VC_{Offre^{E}_{Spéc,B}}(EDA_j, t) = ax\left(\left(VA_{Théorique,B}(EDA_j, t) - \sum_k \left(VC_{Offre^{E}_{k,RR,B}}(EDA_j, t)\right)\right); 0\right) + \sum_k \left(VC_{Offre^{E}_{k,RR,H}}(EDA_j, t)\right)$$

Where:

- $VC_{Offre^{E}_{Spéc,H}}(EDA_j, t)$ and $VC_{Offre^{E}_{Spéc,B}}(EDA_j, t)$: the Market Volume, over the 5-Minute Interval t, of the Specific Balancing Bid, respectively upward and downward, relating to the EDA_j and in whose Validity Period the 5-Minute Interval t falls (unit: MWh);
- $VA_{Théorique,H}(EDA_j, t)$ and $VA_{Théorique,B}(EDA_j, t)$: Theoretical Expected Volume, respectively upward and downward, of EDA_j over the 5-Minute Interval t defined according to Article 2.M.1 (unit: MWh);
- $VC_{Offre^{E}_{k,RR}}(EDA_j, \mathrm{t})$: the Market Volume of the Standard Balancing Bid k relating to the EDA_j over the 5-Minute Interval t defined in accordance with Article 2.M.3.2 (unit: MWh).

2.M.3.3.2. Conditions applicable after date MA$_{11}$

The conditions provided in this Article enter into force on date MA$_{11}$, which RTE shall announce with 1 month's notice, and replace the terms provided in Article 2.M.3.3.1.

For each BE EDA_j and each 5-Minute Interval t in which a Specific Balancing Bid is activated:

- If $VA_{Théorique,H}(EDA_j, t)$ is not nil then:

$$VC_{Offre^{E}_{Spéc,H}}(EDA_j, t) = max\left(\left(VA_{Théorique,H}(EDA_j, t) - \sum_k \left(VC_{Offre^{E}_{k,RR,H}}(EDA_j, t)\right) - \sum_k \left(VC_{Offre^{E}_{k,mFRR,SA,H}}(EDA_j, t)\right)\right); 0\right) + \sum_k \left(VC_{Offre^{E}_{k,RR,B}}(EDA_j, t)\right) + \sum_k \left(VC_{Offre^{E}_{k,mFRR,SA,B}}(EDA_j, t)\right)$$

$$VC_{Offre^{E}_{Spéc,B}}(EDA_j,t) = max\left(\left(\sum_k\left(VC_{Offre^{E}_{k,RR,H}}(EDA_j,t)\right) + \sum_k\left(VC_{Offre^{E}_{k,mFRR,SA,H}}(EDA_j,t)\right) - VA_{Théorique,H}(EDA_j,t)\right);0\right)$$

- If $VA_{Théorique,B}(EDA_j,t)$ is not nil then:

$$VC_{Offre^{E}_{Spéc,H}}(EDA_j,t) = max\left(\left(\sum_k\left(VC_{Offre^{E}_{k,RR,B}}(EDA_j,t)\right) + \sum_k\left(VC_{Offre^{E}_{k,mFRR,SA,B}}(EDA_j,t)\right)\right) - VA_{Théorique,B}(EDA_j,t);0\right)$$

$$VC_{Offre^{E}_{Spéc,B}}(EDA_j,t) = max\left(\left(VA_{Théorique,B}(EDA_j,t) - \sum_k\left(VC_{Offre^{E}_{k,RR,B}}(EDA_j,t)\right) - \sum_k\left(VC_{Offre^{E}_{k,mFRR,SA,B}}(EDA_j,t)\right)\right);0\right) + \sum_k\left(VC_{Offre^{E}_{k,RR,H}}(EDA_j,t)\right) + \sum_k\left(VC_{Offre^{E}_{k,mFRR,SA,H}}(EDA_j,t)\right)$$

Where:

- $VC_{Offre^{E}_{Spéc,H}}(EDA_j,t)$ and $VC_{Offre^{E}_{Spéc,B}}(EDA_j,t)$: the Market Volume, over the 5-Minute Interval t, of the Specific Balancing Bid, respectively upward and downward, relating to the EDA_j and in whose Validity Period the 5-Minute Interval t is contained (unit: MWh);
- $VA_{Théorique,H}(EDA_j,t)$ and $VA_{Théorique,B}(EDA_j,t)$: Theoretical Expected Volume, respectively upward and downward, of EDA_j over the 5-Minute Interval t defined according to Article 2.M.1 (unit: MWh);

- $VC_{Offre^{E}_{k,mFRR,SA,H}}(EDA_j, t)$ and $VC_{Offre^{E}_{k,mFRR,SA,B}}(EDA_j, t)$: the Market Volume of the mFRR Standard Balancing Bid, respectively upward and downward, activated as scheduled relative to EDA_j over the 5-Minute Interval t defined in accordance with Article 2.M.3.1.1 (unit: MWh);
- $VC_{Offre^{E}_{k,RR}}(EDA_j, \mathrm{t})$: the Market Volume of the RR Standard Balancing Bid k relating to EDA_j over the 5-Minute Interval t defined in accordance with Article 2.M.3.2 (unit: MWh).

2.M.3.3.3. Conditions applicable after date MA$_{12}$

The conditions provided in this Article enter into force on date MA$_{12}$, which RTE shall announce with 1 month's notice, and replace the terms provided in Article 2.M.3.3.2.

For each Balancing Entity EDA_j and each 5-Minute Interval t in which a Specific Balancing Bid is activated:

- If $VA_{Théorique,H}(EDA_j, t)$ is not nil then:

$$VC_{Offre^{E}_{Spéc,H}}(EDA_j, t) = max\left(\left(VA_{Théorique,H}(EDA_j, t) - \sum_k \left(VC_{Offre^{E}_{k,RR,H}}(EDA_j, t)\right) - \sum_k \left(VC_{Offre^{E}_{k,mFRR,H}}(EDA_j, t)\right)\right); 0\right) + \sum_k \left(VC_{Offre^{E}_{k,RR,B}}(EDA_j, t)\right) + \sum_k \left(VC_{Offre^{E}_{k,mFRR,B}}(EDA_j, t)\right)$$

$$VC_{Offre^{E}_{Spéc,B}}(EDA_j, t) = max\left(\left(\sum_k \left(VC_{Offre^{E}_{k,RR,H}}(EDA_j, t)\right) + \sum_k \left(VC_{Offre^{E}_{k,mFRR,H}}(EDA_j, t)\right) - VA_{Théorique,H}(EDA_j, t)\right); 0\right)$$

- If $VA_{Théorique,B}(EDA_j, t)$ is not nil then:

$$VC_{Offre^{E}_{Spéc,H}}(EDA_j, t) = max\left(\left(\sum_k \left(VC_{Offre^{E}_{k,RR,B}}(EDA_j, t)\right) + \sum_k \left(VC_{Offre^{E}_{k,mFRR,B}}(EDA_j, t)\right)\right) - VA_{Théorique,B}(EDA_j, t); 0\right)$$

$$VC_{Offre^{E}_{Spéc,B}}(EDA_j, t) = max\left(\left(VA_{Théorique,B}(EDA_j, t) - \sum_k \left(VC_{Offre^{E}_{k,RR,B}}(EDA_j, t)\right) - \sum_k \left(VC_{Offre^{E}_{k,mFRR,B}}(EDA_j, t)\right)\right); 0\right) + \sum_k \left(VC_{Offre^{E}_{k,RR,H}}(EDA_j, t)\right) + \sum_k \left(VC_{Offre^{E}_{k,mFRR,H}}(EDA_j, t)\right)$$

Where:

- $VC_{Offre^{E}_{Spéc,H}}(EDA_j, t)$ and $VC_{Offre^{E}_{Spéc,B}}(EDA_j, t)$: the Market Volume, over the 5-Minute Interval t, of the Specific Balancing Bid, respectively upward and downward, relating to the EDA_j and in whose Validity Period the 5-Minute Interval t is contained (unit: MWh);
- $VA_{Théorique,H}(EDA_j, t)$ and $VA_{Théorique,B}(EDA_j, t)$: Theoretical Expected Volume, respectively upward and downward, of EDA_j over the 5-Minute Interval t defined according to Article 2.M.1 (unit: MWh);
- $VC_{Offre^{E}_{k,mFRR,H}}(EDA_j, t)$ and $VC_{Offre^{E}_{k,mFRR,B}}(EDA_j, t)$: the Market Volume of the mFRR Standard Balancing Bid, respectively upward and downward, activated directly and as scheduled relative to EDA_j over the 5-Minute Interval t defined in accordance with Article 2.M.3.1 (unit: MWh);
- $VC_{Offre^{E}_{k,RR}}(EDA_j, t)$: the Market Volume of the RR Standard Balancing Bid k relating to EDA_j over the 5-Minute Interval t defined in accordance with Article 2.M.3.2 (unit: MWh).

2.M.4. Remuneration of activated Balancing Bids

RTE establishes a remuneration fee for each activated bid and each 5-Minute Interval.

For each 5-Minute Interval, the remuneration is expressed in € and rounded to 2 decimal places.

For bids activated upwards, positive remuneration designates a sum due by RTE to the Balancing Service Provider, and negative remuneration designates a sum due by the Balancing Service Provider to RTE.

For bids activated downwards, positive remuneration designates a sum due by the Balancing Service Provider to RTE, and negative remuneration designates a sum due by RTE to the Balancing Service Provider.

For a bid activated simultaneously on the same BE, on the same Control Period, with one or more activation(s) of Local Flexibility, the remuneration is calculated as the Market Volume minus the volumes of Local Flexibility activations transmitted by the DSO to RTE in accordance with Article 2.L.2.2.3. If the Market Volume minus the volumes of Local Flexibility activations is less than or equal to zero, the remuneration is zero.

Invoicing terms are detailed in Article 2.N.

2.M.4.1. Calculation of the remuneration of mFRR Standard Balancing Bids activated by RTE

2.M.4.1.1. Scheduled Activation of mFRR

For each Standard Balancing Bid k relating to the Balancin Entity EDA_j activated by RTE on a scheduled basis and for each 5-Minute Interval t in the Validity Period of the Balancing Bid, RTE calculates the remuneration as follows:

$$R\acute{e}mun\acute{e}ration_{Offre^{E}_{k,mFRR}}(EDA_j, t) = VC_{Offre^{E}_{k,mFRR,SA}}(EDA_j, t) \times Prix_{Marginal,mFRR,SA}(t)$$

Where:

- $VC_{Offre^{E}_{k,mFRR,SA}}(EDA_j, t)$: the Market Volume of the Standard Balancing Bid k relating to the EDA_j activated as scheduled on the 5-Minute Interval t defined according to Article 2.M.3.1.1(unit: MWh);
- $Prix_{Marginal,mFRR,SA}(t)$: the marginal price defined, for the France zone and at 5-Minute Intervals t by the MARI Platform for bids with scheduled activation (unit: €/MWh);

2.M.4.1.2. Direct Activation of mFRR

For each Standard Balancing Bid k relating to the Balancing Entity EDA_j directly activated by RTE and each 5-Minute Interval t of the Validity Period of the Balancing Bid, RTE calculates the remuneration as follows:

- In the case of an upward Balancing Bid:

$$R\acute{e}mun\acute{e}ration_{Offre^{E}_{k,mFRR,H}}(EDA_j, t) = VC_{Offre^{E}_{k,mFRR,DA,H}}(EDA_j, t) \times Prix_{Settlement,mFRR,DA,H}(t)$$

- In the case of a downward Balancing Bid:

$$Rémunération_{Offre^{E}_{k,mFRR,B}}(EDA_j, t) = VC_{Offre^{E}_{k,mFRR,DA,B}}(EDA_j, t) \times Prix_{Settlement,mFRR,B}(t)$$

Where:

- $VC_{Offre^{E}_{k,mFRR,DA,B}}(EDA_j, t)$: the Market Volume of the downward Standard Balancing Bid k relative to the EDA_j directly activated over the 5-Minute Interval t defined according to Article 2.M.3.1.2 (unit: MWh);
- $VC_{Offre^{E}_{k,mFRR,DA,H}}(EDA_j, t)$: the Market Volume of the upward Standard Balancing Bid k relative to the EDA_j directly activated over the 5-Minute Interval t defined according to Article 2.M.3.1.2 (unit: MWh);
- $Prix_{settlement,mFRR,H}(t)$: the settlement price defined, for the France zone and the 5-Minute Interval t, by the MARI Platform for directly-activated upward bids (unit: €/MWh);
- $Prix_{settlement,mFRR,B}(t)$: the settlement price defined, for the France zone and the 5-Minute Interval t, by the MARI Platform for directly-activated downward bids (unit: €/MWh);

2.M.4.2. Calculation of the remuneration of RR Standard Balancing Bids activated by RTE

2.M.4.2.1. General case

For each Standard Balancing Bid k relating to the Balancing Entity EDA_j activated by RTE and each 5-Minute Interval t of the Validity Period of the Balancing Bid, RTE calculates the remuneration as follows:

$$Rémunération_{Offre^{E}_{k,RR}}(EDA_j, t) = VC_{Offre^{E}_{k,RR}}(EDA_j, t) \times Prix_{Marginal,RR}(t)$$

Where:

- $VC_{Offre^{E}_{k,RR}}(EDA_j, t)$: the Market Volume of the Standard Balancing Bid k relating to the EDA_j over the 5-Minute Interval t defined in accordance with Article 2.M.3.2 (unit: MWh);
- $Prix_{Marginal,RR}(t)$: the marginal price defined, for France and the 5-Minute Interval t, by the TERRE Platform (unit: €/MWh);

2.M.4.2.2. Calculation of the remuneration of RR Standard Balancing Bids whose Balancing Order has been blocked or supplanted by another Balancing Order

RTE calculates the remuneration for all Standard Balancing Bids whose Balancing Order has been blocked or supplanted by another Balancing Order, i.e. when a Specific Balancing Bid has been enabled on the Control Period of the Standard Balancing Bid. For each Standard Balancing Bid for which a Specific Balancing Bid is activated on at least one 5-Minute Interval t, RTE calculates a global remuneration that incorporates the remuneration for the activated Specific Balancing Bids as follows:

$$Rémunération_{Offre^{E}_{k,RR,OA\ blqué\ ou\ supplanté}}(EDA_j, t) = VC_{Offre^{E}_{k,Spéc,a}}(EDA_j, t) \times Prix_{Offre^{E}_{k,Spéc,a}}(EDA_j, t) + VC_{Offre^{E}_{k,RR,b}}(EDA_j, t) \times \left(Prix_{Marginal,RR}(t) - Prix_{Offre^{E}_{k,Spec,b}}(EDA_j, t)\right)$$

- $VC_{Offre^{E}_{k,RR,b}}(EDA_j, t)$: the Market Volume of the Standard Balancing Bid k relating to the EDA_j over the 5-Minute Interval t, in direction b, defined in accordance with Article 2.M.3.2 (unit: MWh);
- $VC_{Offre^{E}_{k,Spec,a}}(EDA_j, t)$: the Market Volume, over the 5-Minute Interval t, of the Specific Balancing Bid in direction a, relating to the EDA_j and in whose Validity Period the 5-Minute Interval t falls (unit: MWh);
- $Prix_{Marginal,RR}(t)$: the marginal price defined, for France and the 5-Minute Interval t, by the TERRE Platform (unit: €/MWh);
- $Prix_{Offre^{E}_{k,Spéc,a}}(EDA_j, t)$ is the price of the Specific Balancing Bid k, in direction a, over the 5-Minute Interval t (unit: €/MWh);
- $Prix_{Offre^{E}_{k,Spéc,b}}(EDA_j, t)$: the price of the Specific Balancing Bid k, in direction b, over the 5-minute Interval t if it exists; otherwise (unit: €/MWh).

2.M.4.3. Calculation of the remuneration of Specific Balancing Bids

For each Specific Balancing Bid k activated by RTE and each 5-Minute Interval t in the Bid Validity Period, RTE calculates the remuneration as follows:

$$Rémunération_{Offre^{E}_{k,Spéc}}(EDA_j, t) = VC_{Offre^{E}_{k,Spéc}}(EDA_j, t) \times Prix_{Offre^{E}_{k,Spéc}}(EDA_j, t)$$

Where:

- $VC_{Offre^{E}_{k,Spéc}}(EDA_j, t)$: the Market Volume of the Specific Balancing Bid k relating to the BE EDA_j over the 5-Minute Interval t defined in accordance with Article 2.M.3.3 (unit: MWh);
- $Prix_{Offre^{E}_{k,Spéc}}(EDA_j, t)$: the price of the Specific Balancing Bid k over the 5-Minute Interval t (unit: €/MWh).

2.M.4.3.1. Special case of a starting bid

2.M.4.3.1.1. Calculation of the effective price of a starting bid

The financial conditions attached to a starting bid include, in addition to a bid price, a Fixed Start-up Fee, in euros, to enable remuneration of the fixed-cost portion of the start-up of the thermal GUs comprising the Balancing Entity. As described in the General Provisions, RTE defines an effective bid price for the calculation of the VWAP as follows:

$$Prix_{Effectif,Offre_{Dém}} = Prix_{Offre_{Hors\ Forfait\ Dém}} + \frac{Forfait\ Dém}{Energie\ d'activation\ dém}$$

Where:

- $Prix_{Offre_{Hors\ Forfait\ Dém}}$: the price of the Starting Bid, not including the Fixed Start-Up Fee (unit: €/MWh);
- $Forfait\ Dém$: the Fixed Start-Up Fee in remuneration of the thermal GUs in a BE (unit: €/MWh);
- $Activation\ energy\ \mathrm{start-up}$: the activation energy of the starting bid which corresponds to the total energy activated following the start-up of the thermal GU(s) constituting the Balancing Entity concerned (unit: MWh).

2.M.4.3.1.2. Remuneration of starting Bids

Where the activation of a Specific Balancing Bid by RTE results in the start-up of one or more thermal GUs not scheduled to do so in the Forecast Dispatch Schedule defined by RTE in its final version, RTE shall pay the Fixed Start-Up Fee declared as part of the starting bid to the Balancing Service Provider.

2.M.4.3.2. Special case of exceptional balancing bids

The price of exceptional Balancing Bids is indicated in the Bid Usage Conditions for exceptional Balancing Bids in accordance with the IS Terms and Conditions.

The financial conditions of exceptional implicit Specific Balancing Bids for a thermal Generation Unit of over 10 MW may include, where appropriate and in addition to the bid price, a Fixed Start-up Fee.

In the case of mixed use of a BE (one balancing operation in normal mode and one in degraded mode), only the balancing operation used in degraded mode is valued as indicated in the previous paragraph.

2.M.4.3.3. Special case of an Immediate Implementation Order

An Immediate Implementation Order which directly affects the active power setpoint of one or several GUs results in remuneration of the energy produced, in the case of an upward order, and energy not produced, in the case of a downward order, between the issue of the order and the issue of the end of the order.

2.M.4.3.3.1. GU not offered on the Balancing Mechanism

These rules concern the case of a GU not offered on the Balancing Mechanism, i.e. a GU not attached to a Balancing Perimeter, or a BE for which no bid has been made.

The volume of energy taken into account is calculated as the difference between the average power measured at each Half-Hourly Interval between the issue of the Immediate Implementation Order and the issue of the end of the order, and the average power measured in the half-hour preceding the order, for all GUs concerned, for the duration of the order. These energy volumes are corrected for the participation of the GUs in Secondary Load-Frequency Control.

The energy corresponding to an increase in active power is valued at a price calculated as follows:

$$Prix_{Energie,H}(GDP^{NO\ MA}) = max\left(PME_{Max}(t)\ ;\ Prix_{SpotRéf,Max}(t)\ ;\ Prix_{Offre}\left(EDA_j, Plage_{Prix}\right)\right)$$

Energy corresponding to a drop in active power is valued at a price calculated as follows:

$$Prix_{Energie,B}(GDP^{NO\ MA}) = min\left(0\ ;\ PME_{Min}(t)\ ;\ Prix_{Offre}\left(EDA_j, Plage_{Prix}\right)\right)$$

Where:

- $Prix_{Energie,H}(GDP^{NO\ MA})$ and $Prix_{Energie,B}(GDP^{NO\ MA})$: the price of energy respectively associated with an increase (H) and a decrease (B) in active power on a GU not offered on the Balancing Mechanism (unit: €/MWh);
- t: the time period starting on the issue of the Immediate Implementation Order and ending on the issue of the end of the Order (no unit);
- $PME_{\mathrm{Max}}(t)$ and $PME_{\mathrm{Min}}(t)$: respectively the maximum and minimum MBP, over the time period t (unit: €/MWh);
- $Prix_{SpotRéf,Max}(t)$: the Maximum Reference Spot Price over the time period t (unit: €/MWh);
- $Prix_{Offre}\left(EDA_j, Plage_{Prix}\right)$: the latest Balancing Bid price known to RTE for the EDA_j on the $Plage_{Prix}$ associated with the time period (unit: €/MWh);
- $Plage_{Prix}$: the price segment concerned by the time period t, which is one of the 6 subperiods of a Day, defined by the following hourly intervals: [00H00.06H00[, [06H00-11H00[, [11H00-14H00[, [14H00-17H00[, [17H00-20H00[, [20H00-24H00[.

The time period corresponds to the period elapsing between the issue of the Immediate Implementation Order and the issue of the end of the order, and where the maximum MBP considered may include the valuation of the Immediate Implementation Orders for the GUs offered on the Balancing Mechanism.

2.M.4.3.3.2. GU offered on the Balancing Mechanism

The volume of energy taken into account is calculated as the difference between the average power measured in the period between the issue of the Immediate Implementation Order and the issue of the end of the order and the Final Dispatch Schedule established by RTE. The energy is valued as shown below:

- for BEs consisting of hydropower GUs:

- the energy corresponding to an increase in active power is valued at the bid price:

$$Prix_{Energie,H}(GDP_{Hydro}^{MA}) = Prix_{Offre_H}(EDA^{MA})$$

Where:

- $Prix_{Energie,H}(GDP_{Hydro}^{MA})$: the energy price associated with an increase in active power for hydro GU offered on the Balancing Mechanism (unit: €/MWh);
- $Prix_{Offre_H}(EDA^{MA})$: the upward Balancing Bid price for the BE concerned, offered on the Balancing Mechanism (unit: €/MWh);

- the energy corresponding to a drop in active power is valued at a price calculated as follows:

$$Prix_{Energie,B}(GDP_{Hydro}^{MA}) = min\left(0\ ;\ Prix_{Offre_B}(EDA^{MA})\right)$$

Where:

- $Prix_{Energie,B}(GDP_{Hydro}^{MA})$: the energy price associated with a reduction in active power for a hydro GU offered on the Balancing Mechanism (unit: €/MWh);
- $Prix_{Offre_B}(EDA^{MA})$: the downward Balancing Bid price for the BE concerned, which is offered on the Balancing Mechanism (unit: €/MWh);

- for BEs consisting of thermal GUs:
  - the energy corresponding to an increase in active power is valued at the bid price:

$$Prix_{Energie,H}(GDP_{Therm}^{MA}) = Prix_{Offre_H}(EDA^{MA})$$

Where:

- $Prix_{Energie,H}(GDP_{Therm}^{MA})$: the energy price associated with an increase in active power for a hydro GU offered on the Balancing Mechanism (unit: €/MWh);
- $Prix_{Offre_H}(EDA^{MA})$: the upward Balancing Bid price for the BE concerned, offered on the Balancing Mechanism (unit: €/MWh);

  - the energy corresponding to a rapid or emergency increase in active power is valued at a price calculated as follows:

$$Prix_{Energie,HRU}(GDP_{Therm}^{MA}) = Prix_{Offre_H}(EDA^{MA}) \times 1{,}1$$

Where:

- $Prix_{Energie,HRU}(GDP^{MA}_{Them})$: the price of energy associated with a rapid or emergency increase in active power for a thermal GU offered on the Balancing Mechanism (unit: €/MWh);
- $Prix_{Offre_H}(EDA^{MA})$: the upward Balancing Bid price for the BE concerned, offered on the Balancing Mechanism (unit: €/MWh);

- Where applicable, the Fixed Start-Up Fee defined in Article 2.J.1.2.3.2 is calculated as follows:

$$Prix_{Forfait\ Dém} = Forfait\ Dém \times 1{,}1$$

Where:

- $Prix_{Forfait\ Dém}$: the price calculated for the Fixed Start-Up Fee (unit: €);
- $Forfait\ Dém$: the Fixed Start-Up Fee paid to the thermal GUs in a BE (unit: €);

- Energy corresponding to a drop in active power is valued at a price calculated as follows:

$$Prix_{Energie,B}(GDP^{MA}_{Therm}) = min\left(0\ ;\ Prix_{Offre_B}(EDA^{MA})\right)$$

Where:

- $Prix_{Energie,B}(GDP^{MA}_{Therm})$: the energy price associated with a reduction in active power for a thermal GU offered on the Balancing Mechanism (unit: €/MWh);
- $Prix_{Offre_B}(EDA^{MA})$: the downward Balancing Bid price for the BE concerned, which is offered on the Balancing Mechanism (unit: €/MWh).

2.M.4.3.4. Special cases of bids activated for test purposes

Where a bid is activated for the purposes of a test required under a specific contract or under regulatory provisions and not included in the Rules, activation is remunerated:

- at a remuneration price specifically defined in the contract or regulatory provisions, where these include specific provisions for remuneration for tests on the Balancing Mechanism,
- by default, where the contract or regulatory provisions state no specific requirements, at a price equal to the Balancing Bid price offered by the Balancing Service Provider.

When the contracts or regulatory provisions do state specific requirements, the CRE must be notified of them before implementation.

2.M.4.4. Non-compliance by RTE with the Bid Usage Conditions

2.M.4.4.1. Bids deactivated before the end of the Minimum Usage Period

In the event a Starting Bid or Specific Balancing Bid by an Injection, Remotely-Read Consumption, Profiled Consumption or Exchange Point BE has been activated then deactivated before the end of the Minimum Usage Period, financial compensation, calculated as indicated below, will be made to the Balancing Service Provider on its demand:

$$Compensation\ CUO\ DO_{Min} = Prix_{Offre}(EDA_j) \times P_{Activée}(t = Désactivation) \times (DO_{Min} - D_{Activation})$$

Where:

- $Compensation\ CUO\ DO_{Min}$: financial compensation paid by RTE to the Balancing Service Provider on its demand (unit: €/MWh);
- $Prix_{Offre}(EDA_j)$: the Balancing Bid price for the EDA_j concerned (unit: €/MWh);
- $P_{Activée}(t = Désactivation)$: power activated by the EDA_j in the Time Interval t in which deactivation of the bid occurred (unit: MW);
- DO_{Min}: the Minimum Usage Period, expressed to a resolution of 5 minutes, during which an activated Balancing Bid cannot be deactivated (unit: minutes);
- $D_{Activation}$: the duration of activation, equal to the time elapsing between the Activation Time and the Deactivation Time of the Balancing Bid (unit: minutes).

In addition, the aforementioned financial compensation is paid to the Balancing Service Provider provided that:

- the Minimum Usage Period has been reported in advance to RTE;
- the deactivation of the bid is the result of action by RTE, not the Balancing Service Provider;
- the deactivated Balancing Order is not a Balancing Order leading to the extension of the Forecast Dispatch Schedule of an Injection BE.

In addition, the aforementioned financial compensation is paid to the Balancing Service Provider provided that:

- the Minimum Usage Period has been reported in advance to RTE;
- the deactivation of the bid is the result of action by RTE, not the Balancing Service Provider;

the deactivated Balancing Order is not a Balancing Order leading to the extension of the Forecast Dispatch Schedule of the SE(s) included in an Injection BE.

2.M.4.4.2. Bids activated beyond Maximum Energy

In the event the activation of a bid results in the exceedance by more than $\min(10\%;\ 200\ MWh)$ of the Maximum Energy value indicated in the Bid Usage Conditions, financial compensation, calculated as indicated below, will be awarded to the Balancing Service Provider on its demand:

$$
\begin{aligned}
&Compensation\ CUO\ E_{Dépass} \\
&= E_{épass} \\
&\times max\left(\left(0{,}5\right.\right. \\
&\left.\left.\times Prix_{Offre}\left(EDA_j, Dernière\ Plage_{Prix}\right)\right)\ ;\left(PME_{Max}(Dernière\ Plage_{Prix})\right.\right. \\
&\left.\left.- Prix_{Offre}\left(EDA_j, Dernière\ Plage_{Prix}\right)\right)\right)
\end{aligned}
$$

Where:

- $Compensation\ CUO\ E_{Dépass}$: financial compensation paid by RTE to the Balancing Service Provider on its demand (unit: €/MWh);
- $E_{Dépass}$: quantity of energy activated in excess of the Maximum Energy threshold value $\min(10\%;\ 200\ MWh)$ specified in the Bid Usage Conditions (unit: MWh);
- $Prix_{Offre}\left(EDA_j, Dernière\ Plage_{Prix}\right)$: the last bid price is the price of the Balancing Bid on the last Price Segment in which the Balancing Bid is activated (unit: €/MWh);
- $PME_{\mathrm{Max}}(Dernière\ Plage_{Prix})$: the last MBP is the maximum MBP on the last Price Segment on which the Balancing Bid was activated (unit: €/MWh);
- $Plage_{Prix}$: the last Price Segment on which the bid is activated, corresponding to one of the 6 Price Segments in a day;

For an Injection BE consisting of one or more SEs, the exceedance energy is equal to the difference between the energy of the Final Dispatch Schedule established by RTE and the Maximum Energy of the BE.

For a pumped-storage hydropower (STEP) plant:

- the energy of the Final Dispatch Schedule established by RTE is equal to:

$$E_{PM_{Tracé}}(STEP) = E_{PM_{Turbine}}(STEP) - \left(E_{PM_{Pompe}}(STEP) \times R(STEP)\right)$$

Where:

  - $E_{PM_{Tracé}}(STEP)$: the energy of the Final Dispatch Schedule defined by RTE for the STEP (unit: MWh);
  - $E_{PM_{Turbine}}(STEP)$: the energy of the Final Dispatch Schedule for this STEP in turbine mode (unit: MWh);
  - $E_{PM_{Pompe}}(STEP)$: energy of the Final Dispatch Schedule for this STEP in pump mode, which by convention is positive (unit: MWh);
  - $R(STEP)$: the efficiency of the STEP is the ratio of power produced to power used to pump the water (unit: %);
- Maximum Energy designates the algebraic value conventionally located in the "Maximum Energy" field of the Bid Usage Conditions for the operation of STEP installations in turbine mode ("turbine BE");

- the Balancing Bid price is determined as the upward bid price of the turbine BE or pump BE, depending on whether the last upward balancing operation was in turbine or pump mode.

For a Remotely-Read Consumption, Profiled Consumption, Exchange Point or PDS Injection BE not made up of SEs, the excess energy is equal to the difference between the total energy of the balancing operations for the day and the Maximum Energy of the BE.

In addition, the aforementioned financial compensation is paid to the Balancing Service Provider provided that:

- The D-1 Forecast Dispatch Schedule or Forecast Dispatch Schedule redeclared at a Gate respects the Maximum Energy value declared at the same Gate; and
- the exceedance of the Maximum Energy value can be attributed to RTE and not to the Balancing Service Provider. For example, compensation is not payable if the exceedance results from a Forecast Dispatch Schedule Redeclaration made after the issue of a Balancing Order, without modification of the Maximum Energy value corresponding to the Redeclaration.

2.M.4.4.3. Bids activated below the Minimum Energy threshold

In the event the activation of a bid places more than $\min(10\%;\ 200\ MWh)$ of the Minimum Energy indicated in the Bid Usage Conditions in a position of non-compliance with these conditions, RTE will award financial compensation to the Balancing Service Provider on its demand. The amount of this compensation will be calculated as the difference between the energy of the Final Dispatch Schedule established by RTE for the BE and the Minimum Energy, valued at the average Reference Spot Price for the day.

For a pumped-storage hydropower (STEP) plant:

- the energy of the Final Dispatch Schedule is equal to:

$$E_{PM}(STEP) = E_{PM_{Turbine}}(STEP) - \left(E_{PM_{Pompe}}(STEP) \times R(STEP)\right)$$

Where:

- $E_{PM}(STEP)$: energy of the Final Dispatch Schedule defined by RTE for the STEP (unit: MWh);
- $E_{PM_{Turbine}}(STEP)$: energy of the Final Dispatch Schedule for this STEP in turbine mode (unit: MWh);
- $E_{PM_{Pompe}}(STEP)$: energy of the Final Dispatch Schedule for this STEP in pump mode, which by convention is positive (unit: MWh);
- $R(STEP)$: the efficiency of the STEP is the ratio of power produced to power used to pump the water (unit: %);

- Minimum Energy is calculated by multiplying $-R(STEP)$ by the algebraic value conventionally located in the “Maximum Energy” field of the Bid Usage Conditions for the operation of STEP facilities in pump mode (“pump BE”).

In addition, the aforementioned financial compensation is paid to the Balancing Service Provider provided that:

- The D-1 Forecast Dispatch Schedule or Forecast Dispatch Schedule redeclared at a Gate respects the Minimum Energy value declared at the same Gate;
- non-compliance of the Minimum Energy value can be attributed to RTE rather than the Balancing Service Provider. For example, compensation is not payable if the non-compliance results from a Forecast Dispatch Schedule Redeclaration made after the issue of a Balancing Order, without modification of the Minimum Energy value corresponding to the Redeclaration.

2.M.5. Calculation of the Balancing Energy Imbalance of BEs

2.M.5.1. Calculation of the Balancing Energy Imbalance of BEs, excluding Exchange Point BEs

Following the calculation of the Achieved Volume described in Article 2.L, RTE shall establish, for each Balancing Entity EDA_j except Exchange Point BEs, and for each 5-Minute Interval t in the Control Period of the EDA_j as defined in Article 2.L, a Positive Balancing Energy Imbalance $EA_+(EDA_j, t)$ and a Negative Balancing Energy Imbalance$EA_(EDA_j, t)$ as follows:

$$EA_+(EDA_j.t) = max\big(VR(EDA_j, t) - VA_{Théorique}(EDA_j, t)\,;0\big)$$
$$EA\_(EDA_j, t) = -min\big(VR(EDA_j, t) - VA_{Théorique}(EDA_j, t)\,;0\big)$$

Where:

$$VR(EDA_j, t) = VR_H(EDA_j, t) - VR_B(EDA_j, t)$$
$$VA_{Théorique}(EDA_j, t) = VA_{Théorique,H}(EDA_j, t) - VA_{Théorique,B}(EDA_j, t)$$

Where:

- $VR_H(EDA_j, t)$: the upward Achieved Volume of the EDA_j over a 5-Minute Interval t established in accordance with Article 2.L (unit: MWh);
- $VR_B(EDA_j, t)$: the downward Achieved Volume of the EDA_j over a 5-Minute Interval t established in accordance with Article 2.L (unit: MWh);
- $VA_{Théorique,H}(EDA_j, t)$: the upward Theoretic Expected Volume of the EDA_j over a 5-minute Interval t established in accordance with Article 2.M.1 (unit: MWh);
- $VA_{Théorique,B}(EDA_j, t)$: the downward Theoretic Expected Volume of the EDA_j over a 5-minute Interval t established in accordance with Article 2.M.1 (unit: MWh).

For each 5-minute Interval t, the Balancing Energy Imbalance is expressed in MWh and rounded to 3 decimal places.

For simultaneously activated Bids on the same BE and in the same Control Period, with one or more Local Flexibility activation(s), the Balancing Energy Imbalance is considered to be zero only when the Market Volume is less than or equal to the volumes of Local Flexibility activations declared by the DSO to RTE in accordance with Article 2.L.2.2.3.

2.M.5.2. Calculation of the Balancing Energy Imbalance of Exchange Point BEs

The Balancing Energy Imbalance for an Exchange Point BE is zero.

2.M.6. Valuation of balancing energy imbalances

For each Balancing Entity EDA_j and each 5-Minute Interval t in day D, RTE calculates the Balancing Energy Imbalances as follows:

- for positive Balancing Energy Imbalances:

$$Montant\left(EA_+(EDA_j, t)\right) = EA_+(EDA_j, t) \times PREA_+(t)$$

- for negative Balancing Energy Imbalances:

$$Montant\left(EA_-(EDA_j, t)\right) = EA_-(EDA_j, t) \times PREA_-(t)$$

Where:

- $Montant\left(EA_+(EDA_j, t)\right)$ and $Montant\left(EA_-(EDA_j, t)\right)$: the valuation of the Balancing Energy Imbalances of the EDA_j, respectively positive and negative, for a given 5-Minute Interval t. This amount is rounded to 2 decimal places (unit: €);
- $EA_+(EDA_j, t)$: the positive Balancing Energy Imbalance of the EDA_j in the 5-minute Interval t defined in accordance with Article 2.M.5 (unit: MWh);
- $EA_-(EDA_j, t)$: the negative Balancing Energy Imbalance of the EDA_j in the 5-Minute Interval t defined in accordance with Article 2.M.5 (unit: MWh);
- $PREA_+(t)$: price of positive Imbalance Settlements for the 5-Minute Interval t (unit: €/MWh);
- $PREA_-(t)$: price of negative Imbalance Settlements for the 5-Minute Interval t (unit: €/MWh);

Imbalance Settlement Prices are defined as follows for each 5-Minute Interval t in day D:

$$PREA_+(t) = PREA_-(t) = PMP_{J+3}(t)$$

Where $PMP_{J+3}(t)$ is:

- Either the upward Weighted Average Price, if the Trend of the French Electrical System is upwards in the Imbalance Settlement Period containing the 5-Minute Interval t, calculated on D+3;
- Or the downward Weighted Average Price, if the Trend of the French Electrical System is downwards in the Imbalance Settlement Period containing the 5-Minute Interval t, calculated on D+3;

For positive Balancing Energy Imbalances, a positive valuation corresponds to a sum due by RTE to the Balancing Service Provider, and a negative valuation corresponds to a sum due by the Balancing Service Provider to RTE.

For negative Balancing Energy Imbalances, a positive valuation corresponds to a sum due by the Balancing Service Provider to RTE, and a negative valuation corresponds to a sum due by RTE to the Balancing Service Provider.

Detailed rules for invoicing Balancing Energy Imbalance valuations are set out in Article 2.N.

2.M.7. Failure of a BE

2.M.7.1. BE failure criteria

For each Balancing Entity EDA_j and each 5-Minute Interval t of the BE's Control Period defined in Article 2.L, if:

$$VA_{Effectif}(EDA_j, u) \neq 0$$

The BE is then considered to be in a failure condition in light of the control performed on the BM, if one of the following criteria is met:

- Either failure criterion 1:

$$\sum_{u \in t} VR(EDA_j, u) < \sum_{u \in t} \left(min \left(VA_{Effectif}(EDA_j, u) ; \frac{VA_{Effectif}(EDA_j, u) + VA_{Effectif}(EDA_j, u-1)}{2} \right) \right) - max \left(20\% \times \sum_{u \in t} \left| VA_{Effectif}(EDA_j, u) \right| ; 0{,}5\ MWh \right)$$

- Or failure criterion 2:

$$\sum_{u \in t} VR(EDA_j, u) > \sum_{u \in t} \left(max \left(VA_{Effectif}(EDA_j, u) ; \frac{VA_{Effectif}(EDA_j, u) + VA_{Effectif}(EDA_j, u-1)}{2} \right) \right) + max \left(20\% \times \sum_{u \in t} \left| VA_{Effectif}(EDA_j, u) \right| ; 0{,}5\ MWh \right)$$

Where:

$$VR(EDA_j, u) = VR_H(EDA_j, u) - VR_B(EDA_j, u)$$

$$VA_{Effectif}(EDA_j, u) = VA_{Effectif,H}(EDA_j, u) - VA_{Effectif,B}(EDA_j, u)$$

Where:

- t: the time interval corresponding to the Imbalance Settlement Period containing the 5-Minute Interval u;

- $VR_H(EDA_j, u)$: the upward Achieved Volume of the EDA_j over a 5-Minute Interval u defined in accordance with Article 2.L (unit: MWh);
- $VR_B(EDA_j, u)$: the downward Achieved Volume of the EDA_j over a 5-Minute Interval u defined in accordance with Article 2.L (unit: MWh);
- $VA_{Effectif,H}(EDA_j, u)$: the upward Actual Expected Volume of the EDA_j over a 5-Minute Interval u defined in accordance with Article 2.M.2 (unit: MWh);
- $VA_{Effectif,B}(EDA_j, u)$: the downward Actual Expected Volume of the EDA_j over a 5-Minute Interval u defined in accordance with Article 2.M.2 (unit: MWh).

2.M.7.2. Calculation of the Failure Volume of the BEs

The failure volume $V_{Déf}(EDA_j, t)$ is then defined as follows:

- Case 1) If failure criterion 1, as shown below and in accordance with Article 2.M.7.1, is met:

$$\sum_{u\in t} VR(EDA_j, u) < \sum_{u\in t}\left(min\left(VA_{Effectif}(EDA_j, u)\,;\, \frac{VA_{Effectif}(EDA_j, u) + VA_{Effectif}(EDA_j, u-1)}{2}\right)\right) - max\left(20\% \times \sum_{u\in t}\left|VA_{Effectif}(EDA_j, u)\right|\,;0{,}5\ MWh\right)$$

Then:

$$V_{Déf}(EDA_j, t) = \left|\frac{\sum_{u\in t} VR(EDA_j,u) - \sum_{u\in t}\left(min\left(VA_{Effectif}(EDA_j,u)\,;\,\frac{VA_{Effectif}(EDA_j,u)+VA_{Effectif}(EDA_j,u-1)}{2}\right)\right)}{n}\right|$$

- Case 2) If failure criterion 2, as shown below and in accordance with Article 2.M.7.1, is met:

$$\sum_{u\in t} VR(EDA_j, u) > \sum_{u\in t}\left(max\left(VA_{Effectif}(EDA_j, u)\,;\, \frac{VA_{Effectif}(EDA_j, u) + VA_{Effectif}(EDA_j, u-1)}{2}\right)\right) + max\left(20\% \times \sum_{u\in t}\left|VA_{Effectif}(EDA_j, u)\right|\,;0{,}5\ MWh\right)$$

Then:

$$V_{Déf}(EDA_j, t) = \left| \frac{\sum_{u \in t} VR(EDA_j, u) - \sum_{u \in t} \left(max \left(VA_{Effectif}(EDA_j, u) ; \frac{VA_{Effectif}(EDA_j, u) + VA_{Effectif}(EDA_j, u-1)}{2} \right) \right)}{n} \right|$$

Where:

$$VR(EDA_j, u) = VR_H(EDA_j, u) - VR_B(EDA_j, u)$$

$$VA_{Effectif}(EDA_j, u) = VA_{Effectif,H}(EDA_j, u) - VA_{Effectif,B}(EDA_j, u)$$

Where:

- t: the time interval corresponding to the period containing the 5-Minute Interval u (Half-Hourly Interval before date MA_{21} or Quarter-Hourly Interval after date MA_{21});
- n: the number of 5-Minute Intervals u constituting the Time Period in question (Half-Hourly Interval before date MA_{21} or Quarter-Hourly Interval after date MA_{21}):
  - $n = 6$ before date MA_{21};
  - $n = 3$ after date MA_{21};
- $VR_H(EDA_j, u)$: the upward Achieved Volume of the EDA_j over a 5-Minute Interval u defined in accordance with Article 2.L (unit: MWh);
- $VR_B(EDA_j, u)$: the downward Achieved Volume of the EDA_j over a 5-Minute Interval u defined in accordance with Article 2.L (unit: MWh);
- $VA_{Effectif,H}(EDA_j, u)$: the upward Actual Expected Volume of the EDA_j over a 5-Minute Interval u defined in accordance with Article 2.M.2 (unit: MWh);
- $VA_{Effectif,B}(EDA_j, u)$: the downward Actual Expected Volume of the EDA_j over a 5-Minute Interval u defined in accordance with Article 2.M.2 (unit: MWh).

For each 5-Minute Interval, the failure volume $V_{Déf}(EDA_j, t)$ is expressed in MWh and rounded to 3 decimal places.

2.M.7.3. Penalties for failure

For each Balancing Entity EDA_j and for each 5-Minute Interval t in which the failure criterion described in 2.M.7.1 is satisfied, RTE calculates a Penalty as follows:

$$Pénalité_{Déf} = 35\% \times V_{Déf}(EDA_j, t) \times \left| PMP_{J+3}(t) \right|$$

Where:

- $Pénalité_{Déf}$: the failure Penalty calculated by RTE (unit: €);
- $V_{Déf}(EDA_j, t)$: the failure volume of the EDA_j in the 5-Minute Interval t defined according to Article 2.M.7.2 (unit: MWh);

- $PMP_{J+3}(t)$ is:
    - The upward Weighted Average Price if the Trend on the French Electrical System is upwards in the 5-Minute Interval t, calculated on D+3 (unit: €/MWh);
    - the downward Weighted Average Price if the Trend on the French Electrical System is downwards in the 5-Minute Interval t, calculated on D+3 (unit: €/MWh);

For each 5-Minute Interval t, the penalty is expressed in € and rounded to 2 decimal places.

Penalty invoicing conditions are detailed in Article 2.N.

In the case of a defaulting implementation for which the Balancing Service Provider has indicated to RTE that it cannot implement the Order in at least one Imbalance Settlement Period:

- if the information was brought to the attention of RTE before the Activation Time, the Penalty is not applied;
- if the information was brought to the attention of RTE after the Activation Time, the failure volume $V_{Déf}(EDA_j, t)$ used in the calculation of the Penalty is calculated over the period elapsing between the Activation Time and the moment the Balancing Service Provider contacts RTE.

2.M.7.4. Exclusion of a BE and termination of the Participation Agreement

In the event of repeated Balancing Order imbalances on a BE and/or if these imbalances are not notified to RTE or are notified late by the Balancing Service Provider, RTE serves the Balancing Service Provider formal notification of the need to fulfil its obligations within a period of one 1 month.

If the imbalances persist, RTE may exclude this BE from the Balancing Mechanism under the conditions indicated below.

RTE notifies the Balancing Service Provider of the exclusion of a BE by registered letter with recorded delivery. Exclusion takes effect immediately on the reception of the notification. Once 60 days have elapsed after the Notification, the Balancing Service Provider may request RTE to reinstate the BE in application of Article 2.F.3.1.

RTE shall inform the DSO(s) concerned of the exclusion of the BE from the Balancing Mechanism where the BE contains Sites connected to their System(s).

2.M.8. Information for Balancing Service Providers

No later than 15 minutes after the end of each Imbalance Settlement Period, RTE shall make available to the Balancing Service Provider, for each of its activated Balancing Bids and at each 5-Minute Interval in the Imbalance Settlement Period:

- the Market Volume;
- the remuneration price;
- the remuneration amount;
- for Specific Balancing Bids addressing thermal generation assets, the start-up time and the associated remuneration as applicable.

No later than 15 minutes after the end of each Imbalance Settlement Period, RTE shall make available to the Balancing Service Provider, for each BE in its Balancing Perimeter and each 5-Minute Interval in the Imbalance Settlement Period:

- the upward Theoretical Expected Volume and the downward Theoretical Expected Volume;
- the upward Actual Expected Volume and the downward Actual Expected Volume;
- if the BE consists of SEs, for each of the SEs constituting the BE:
    - the Forecast Dispatch Schedule established by RTE,
    - the Final Dispatch Schedule established by RTE,
    - where applicable, the Final Dispatch Schedule submitted by the Order Recipient and the assessment of the compliance of this schedule;
- where applicable:
    - the Final Dispatch Schedule established by RTE at the level of all the Sites in the BE which are not part of an SE,
    - where relevant, the Final Dispatch Schedule submitted by the Order Recipient for the BE concerned and the assessment of the compliance of this schedule;

No later than the end of month M+1 and subject to the availability of the data necessary for the calculation of the achieved volumes, RTE makes available to the Balancing Service Provider, for each BE in its Balancing Perimeter and each 5-Minute Interval in the Imbalance Settlement Period:

- the upward Volume Achieved and downward Volume Achieved;
- the positive Balancing Energy Imbalance and the negative Balancing Energy Imbalance;
- the positive Imbalance Settlement Price and the negative Imbalance Settlement Price;
- the valuation of the Balancing Energy Imbalances;
- as applicable, the failure volume;
- as applicable, the amount of the Penalties.

The technical arrangements for the provision of this data by RTE are described in the IS Terms and Conditions.

For each month M, the data transmitted by RTE in accordance with this Article may be challenged by the Balancing Service Provider by serving an official notification arriving no later than the Tuesday falling between the 11th and 17th days of month M+1.

Once RTE recognizes the validity of a challenge, the Balancing Orders are adjusted accordingly.

2.N. Invoicing and payment

2.N.1. Invoicing conditions

2.N.1.1. Provision of the data for valuation of balancing operations for monthly billing

On the Monday following the third Saturday of month M+1, RTE makes available to the Balancing Service Provider with the data for valuation of balancing operations in month M, on the basis of which data the monthly invoice is prepared. The technical conditions for the provision of this data are described in the IS Terms and Conditions.

If RTE and the Balancing Service Provider come to an agreement on a dispute before the closing date for provision of the data and orders must be settled as a consequence, the settlement of these orders is included in the settlement data made available to the Balancing Service Provider.

If RTE and the Balancing Service Provider come to an agreement on a dispute after the closing date for provision of the data and orders must be settled, RTE provides the Balancing Service Provider with new settlement data incorporating these order settlements. These files are then used as the basis for a new invoice.

2.N.1.2. Issuing invoices

2.N.1.2.1. Billing address

RTE and/or the Balancing Service Provider shall send invoices to the billing address specified by the other Party in the Participation Agreement. Each Party may notify the other Party of a change of billing address at any time.

2.N.1.2.2. Invoices issued by RTE

Using the valuation data made available to the Balancing Service Provider under Article 2.N.1.1, RTE calculates the arithmetical sum of the following elements:

- reimbursement of downward activated bids in month M;
- valuation of negative Balancing Energy Imbalances.

If the result is positive, RTE sends the Balancing Service Provider the corresponding invoice no later than the last day of month M+1.

RTE shall draw up a monthly invoice for penalties imposed, in accordance with Article 2.M.7.3. The invoice for Month M must be sent to the Balancing Service Provider by the last day of month M+2.

2.N.1.2.3. Invoices issued by the Balancing Service Provider

Using the valuation data made available to the Balancing Service Provider under Article 2.N.1.1, the Balancing Service Provider calculates the arithmetical sum of the following elements:

- remuneration of upward activated Balancing Bids in month M;
- valuation of positive Balancing Energy Imbalances.

The Balancing Service Provider sends RTE an invoice corresponding to the above amount by the last day of month M+1.

Using the valuation data made available to the Balancing Service Provider under Article 2.N.1.1, the Balancing Service Provider calculates the arithmetical sum of the following elements:

- remuneration of downward activated Balancing Bids in month M;

- valuation of negative Balancing Energy Imbalances.

If the result is negative, the Balancing Service Provider sends RTE the corresponding invoice by no later than the last day of month M+1.

RTE will not take into account invoices issued prior to the provision of the data referred to in Article 2.N.1.1. Only these data will be taken into account when preparing the invoices and RTE will not settle any invoice that does not comply with them.

2.N.1.3. Disputed invoices

Claims regarding an invoice must be sent by registered letter with recorded delivery within 30 days of the date of reception of the invoice. On the expiry of this period, claims shall not be admitted.

Notification of a claim does not suspend the obligation to pay sums invoiced.

RTE undertakes to address claims as promptly as possible and within a maximum of 2 months from the date on which the claim is received.

2.N.2. Payment terms

2.N.2.1. Conditions and deadlines for settlement of invoices

2.N.2.1.1. Settlement by RTE

RTE settles the Balancing Service Provider's invoices within 30 days of their date of issue or on the Business Day following the 30th day when this day is not a Business Day. All invoices are settled by bank transfer using the bank account details of the Balancing Service Provider given in the Participation Agreement.

RTE is liable for fees charged by its bank. RTE is also required to quote the references of the invoice issued by the Participant with each settlement.

2.N.2.1.2. Settlement by the Balancing Service Provider

The Balancing Service Provider settles RTE's invoices within 30 days of their date of issue or on the Business Day following the 30th day when this day is not a Business Day. All invoices are settled via one of the following methods given in the Participation Agreement:

- bank transfer to RTE using the bank details specified in the Participation Agreement. The Balancing Service Provider is liable for fees charged by its bank. The Balancing Service Provider is also required to quote the references of the invoice issued by RTE with each settlement.
- direct debit. In the latter case, the Balancing Service Provider sends RTE a SEPA Direct Debit order completed using the form provided with the General Provisions.

In the case of payment by bank transfer, the Participant must check with its bank that the order for settlement of a given invoice quotes the invoice number. For a SWIFT transfer, the Participant must request its bank to include this number in the “Reason for payment” field. The absence of this information obliges RTE to manually identify the transfers arriving in its account.

No discount will be made in case of early payment.

2.N.2.2. Penalties for delayed execution

In the event of failure to make full payment of the sums owed by each of the Parties within the deadlines stipulated in Article 2.N.2.1, the sums due are automatically subject to, without the need for formal notification, penalties calculated at the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points. These penalties are imposed on the total amount of the debt (invoiced amount plus tax). They are calculated from the first day following the due date, until the date on which the invoice is paid in full.

In addition to these penalties, under Article L441-6 of the Commercial Code a flat-rate indemnity for recovery costs shall be applied. This amounts to €40 (excluding tax), in accordance with Article D441-5 of the Commercial Code.

Also under the provisions of the aforementioned Article L441-6, a supplementary indemnity may be claimed by RTE where the recovery costs incurred are greater than the flat-rate indemnity.

2.N.2.3. 12.1 - Non-performance - exceptions

In the event of non-payment by a Party of sums due under its Participation Agreement to the other Party, the latter may suspend the payment of sums which it itself owes to its counterparty, up to the limit of the amount of sums due to it.

2.O. Financial securing

See the General Provisions and Articles 2.D.2 and 2.D.3 of this Chapter.

2.P. Indicators and publications

2.P.1. Balancing Mechanism indicators and public information

2.P.1.1. List of indicators and public information

The Balancing Mechanism indicators and information listed in the table below are in the public domain and available on the RTE website.

No.	Indicator or information	Scale of the Indicator		Initial publication	Final publication
		Before date MA_{15}	**After date MA_{15}**		
Margins					
1	Required Margin and Available Margin, upward and downward throughout the day, calculated on the basis of the submitted Specific Balancing Bids	Quarter-hourly interval	Quarter-hourly interval	On D-1	On D
Energy volumes					
Energy volumes per product					
2	Volume of activated Specific Balancing bids of DMO less than or equal to 13 minutes	Half-hourly interval	Quarter-hourly interval	On D	M+12
3	Volume of activated Specific Balancing Bids whose DMO is strictly higher than 13 minutes	Half-hourly interval	Quarter-hourly interval	On D	M+12
4	Volume of mFRR Standard energy activated in France or abroad to satisfy the needs of RTE	N/A	Quarter-hourly interval	On D	M+12
5	Volume of RR Standard energy activated in France or abroad to satisfy the needs of RTE	Half-hourly interval	Quarter-hourly interval	On D	M+12
6	Imbalance at borders, calculated as indicated in Chapter 3	Half-hourly interval	Quarter-hourly interval	On D	M+12
7	Balance of energy exchanges between TSOs under the backup reserve exchange contracts referred to in Article 2.K.4.3.3	Half-hourly interval	Quarter-hourly interval	On D	M+12
8	Volume of energy resulting from coordinated cross-border Countertrading and Redispatching mechanisms	Half-hourly interval	Quarter-hourly interval	On D	M+12
Energy volumes by reason					

No.	Indicator or information	Scale of the Indicator		Initial publication	Final publication
		Before date MA_{15}	**After date MA_{15}**		
9	Energy volume activated upwards (MWh) for P=C	Half-hourly interval	Quarter-hourly interval	On D	M+12
10	Energy volume activated downwards (in MWh) for P=C	Half-hourly interval	Quarter-hourly interval	On D	M+12
11	Energy volume activated upwards (MWh) for network congestion reasons	Half-hourly interval	Quarter-hourly interval	On D	M+12
12	Energy volume activated downwards (MWh) for network congestion reasons	Half-hourly interval	Quarter-hourly interval	On D	M+12
13	Energy volume activated upwards (MWh) for restoration of frequency Ancillary Services	Half-hourly interval	Quarter-hourly interval	On D	M+12
14	Energy volume activated downwards (MWh) for restoration of ancillary services	Half-hourly interval	Quarter-hourly interval	On D	M+12
15	Energy volume activated upwards (MWh) for reconstitution of margins	Half-hourly interval	Quarter-hourly interval	On D	M+12
16	Energy volume activated downwards (MWh) for reconstitution of margins	Half-hourly interval	Quarter-hourly interval	On D	M+12
Energy volumes by type and direction of bid					
17	Energy volume activated upwards (MWh) for bids submitted by a PTS or PDS Injection BE	Half-hourly interval	Quarter-hourly interval	On D	At the end of M+1
18	Energy volume activated downwards (MWh) for bids submitted by a PTS or PDS Injection BE	Half-hourly interval	Quarter-hourly interval	On D	At the end of M+1

No.	Indicator or information	Scale of the Indicator		Initial publication	Final publication
		Before date MA_{15}	**After date MA_{15}**		
19	Energy volume activated upwards (MWh) for bids submitted by a Remotely-read or Profiled Consumption BE	Half-hourly interval	Quarter-hourly interval	On D	At the end of M+1
20	Energy volume activated downwards (MWh) for bids submitted by a Remotely-read or Profiled Consumption BE	Half-hourly interval	Quarter-hourly interval	On D	At the end of M+1
21	Energy volume activated upwards (MWh) for bids submitted by an Exchange Point BE	Half-hourly interval	Quarter-hourly interval	On D	At the end of M+1
22	Energy volume activated downwards (MWh) for bids submitted by an Exchange Point BE	Half-hourly interval	Quarter-hourly interval	On D	At the end of M+1
Price					
Weighted average prices					
23	Weighted average price of upward Specific Balancing Bids activated for reasons of P=C, for bids whose DMO is 13 minutes or less.	Half-hourly interval	Quarter-hourly interval	On D	M+12
24	Weighted average price of downward Specific Balancing Bids activated for reasons of P=C, for bids whose DMO is 13 minutes or less.	Half-hourly interval	Quarter-hourly interval	On D	M+12
25	Weighted average price of upward Specific Balancing Bids activated for reasons of P=C, for bids whose DMO is strictly greater than 13 minutes.	Half-hourly interval	Quarter-hourly interval	On D	M+12
26	Weighted average price of downward Specific Balancing Bids activated for reasons of P=C, for bids whose DMO is strictly greater than 13 minutes.	Half-hourly interval	Quarter-hourly interval	On D	M+12

No.	Indicator or information	Scale of the Indicator		Initial publication	Final publication
		Before date MA_{15}	**After date MA_{15}**		
27	Weighted average price of upward Specific Balancing Bids (in EUR/MWh) activated for the restoration of frequency Ancillary Services	Half-hourly interval	Quarter-hourly interval	On D	M+12
28	Weighted average price of downward Specific Balancing Bids (in EUR/MWh) activated for the restoration of frequency Ancillary Services	Half-hourly interval	Quarter-hourly interval	On D	M+12
29	Weighted average price of upward Specific Balancing Bids (in EUR/MWh) activated for the reconstitution of margins	Half-hourly interval	Quarter-hourly interval	On D	M+12
30	Weighted average price of downward Specific Balancing Bids (in EUR/MWh) activated for the reconstitution of margins	Half-hourly interval	Quarter-hourly interval	On D	M+12
Extreme price					
31	Highest price of upward Balancing Bids (in EUR/MWh) activated for the restoration of frequency Ancillary Services	Half-hourly interval	Quarter-hourly interval	On D	At the end of M+1
32	Lowest price of downward Balancing Bids (in EUR/MWh) activated for the restoration of frequency Ancillary Services	Half-hourly interval	Quarter-hourly interval	On D	At the end of M+1
33	Highest price of downward Balancing Bids (in EUR/MWh) activated for the reconstitution of margins	Half-hourly interval	Quarter-hourly interval	On D	At the end of M+1
34	Lowest price of downward Balancing Bids (in EUR/MWh) activated for the reconstitution of margins	Half-hourly interval	Quarter-hourly interval	On D	At the end of M+1

No.	Indicator or information	Scale of the Indicator		Initial publication	Final publication
		Before date MA_{15}	**After date MA_{15}**		
DMO and DOmin					
35	Mobilization Lead Time and Minimum Usage Period associated with the bid with the highest price of the upward Balancing Bids activated to balance the power system	Half-hourly interval	Quarter-hourly interval	On D	At the end of M+1
36	Mobilization Lead Time and Minimum Usage Period associated with the bid with the lowest price of the downward Balancing Bids activated to balance the power system	Half-hourly interval	Quarter-hourly interval	On D	At the end of M+1
Notices					
37	Notice to send an information message for insufficient bids	Time slot concerned		On D-1	On D
38	Notification of the switch to degraded mode, via a message signifying the potential need to mobilize additional resources, and of the end of degraded mode due to insufficient bids	Time slot concerned		On D	On D
IS availability					
39	Availability rate: Balancing Mechanism and number of Backup Modes used in month M	Month		M+1	M+1
Lists available					
40	List of Balancing Service Providers with a valid Participation Agreement for month M	Month		In M	In M

The indicators published on day D shall be made available on the RTE website no later than 10 minutes after the end of the Imbalance Settlement Period concerned.

The Balancing Mechanism indicators and information listed in the table below are in the public domain and available on the RTE website.

No.	Indicator or information	Publication
1	RR Standard need expressed by RTE to the TERRE Platform (in MW), per Quarter-Hourly Interval	On D
2	Extreme price associated with the RR Standard need expressed by RTE to the TERRE Platform (as applicable), per Quarter-Hourly Interval	On D
3	Standard RR need expressed by RTE and met by the TERRE platform (in MW), per Quarter-Hourly Interval	On D
4	Marginal price for the France zone, defined by the TERRE platform, per Quarter-Hourly Interval	On D
5	Total volume of RR Standard Balancing Bids activated by RTE at the request of the TERRE Platform (in MWh), per Quarter-Hourly Interval	On D
6	Total volume of RR Standard Product Bids submitted (in MW), per Quarter-Hourly Interval	On D
7	Total volume of filtered RR Standard Balancing Bids (in MW), per Quarter-Hourly Interval	On D
8	Information on the Balancing Bids, anonymised if necessary, per Quarter-Hourly Interval, including in particular: – type of product (standard/specific) – Reserve type – Validity period – Upward/downward – Volume bid – Bid price – information regarding filtering of a bid	On D
9	Standard mFRR requirement expressed by RTE to the MARI Platform (in MW), per Quarter-Hourly Interval	On D
10	Extreme price associated with the Standard mFRR requirement expressed by RTE to the MARI Platform (as applicable), per Quarter-Hourly Interval	On D
11	mFRR Standard requirement expressed by RTE and satisfied by the MARI Platform (in MW), per Quarter-Hourly Interval	On D
12	Marginal price for the France zone, defined by the MARI Platform, per Quarter-Hourly Interval	On D

No.	Indicator or information	Publication
13	Upward settlement price for the France zone, defined by the MARI Platform, per Quarter-Hourly Interval	On D
14	Downward settlement price for the France zone, defined by the MARI Platform, per quarter-hourly interval	On D
15	Total volume of mFRR Standard bids activated by RTE at the request of the MARI Platform (in MWh), per Quarter-Hourly Interval	On D
16	Total volume of Standard mFRR bids submitted (in MW), per Quarter-Hourly Interval	On D
17	Total volume of filtered mFRR Standard bids (in MW), per Quarter-Hourly Interval	On D

The indicators published per quarter-hourly interval on day D are made available on the RTE website no later than 30 minutes after the end of the respective Imbalance Settlement Period.

2.P.1.2. Calculation of margins

The Required Margin, the Available Margin and the Operating Margin are calculated after the initial Gate on D-1, and then updated every hour in light of Redeclarations and newly-emerging scenarios.

The Available Margin is calculated as Balancing Bids plus the Automatic Frequency Restoration Reserves half-band. The Operating Margin is the Available Margin minus the power of the bids identified to ensure the P=C balance.

2.P.2. Information for Distribution System Operators

RTE shall provide, in real time, to any DSO which so requests, a file containing, for each Balancing Order sent to a BE which contains at least one Site connected to the network of the aforementioned DSO, the following information:

- the BE's identification reference;
- the direction of the called Balancing Bid;
- the Activation Time indicated in the order;
- the Deactivation Time indicated in the order.

No later than D+3, RTE shall provide, to any DSO that so requests and for each BE containing at least one site connected to its network, a file containing the following information:

- the share of the BE’s Balancing Capacity on the DSO’s system;
- the BE’s Activation Times for all activations on day D;
- the BE’s Deactivation Times for all activations on day D;
- the direction of the activated Balancing Bids;

- the DMO of the activated Balancing Bids involving Remotely-read Consumption BEs;
- for implicit Balancing Bids, the new setpoint of the BE;
- for explicit Balancing Bids, the balancing power requested;
- For Consumption BEs, the method used for calculating Achieved Volume.

For each month M, RTE provides to any DSO submitting a request, 7 Business Days before the end of M-1:

- the list of BEs that may contain a Site connected to the PDS connected to their Network;
- the Achieved Volume calculation methods requested by the Balancing Service Providers for the Remotely-read Consumption BEs that may contain a Site connected to the PDS;
- The list of Remotely-Read Consumption Sites certified for the Sites connected to its network.

2.P.3. Unavailability of the Information System supporting the Balancing Mechanism

2.P.3.1. Scheduled unavailability

Certain maintenance operations may lead to the temporary unavailability of the Information System on which the Balancing Mechanism runs. RTE will endeavour, as far as possible, to schedule these interventions in such a way as to minimize the inconvenience caused to the Balancing Service Provider. When unavailability results in the elimination of a Gate, RTE will serve the Balancing Service Provider with 10 days' advance notice of this fact.

2.P.3.2. Unscheduled unavailability

In the event of the unscheduled unavailability of the Balancing Mechanism IS, RTE undertakes to:

- inform the Balancing Service Provider as soon as possible; and
- notify it of the arrangements applicable during the period of unavailability; and
- keep it informed of new developments.

Where the technical conditions allow, RTE implements a Backup Mode for the initial Gate on Day D-1. Bids are then sent to RTE by the Balancing Service Provider in accordance with the conditions described in the IS Terms and Conditions.

2.P.3.3. Availability rate

RTE makes every effort to achieve an Availability Rate of the Balancing Mechanism of 98% or higher.

This Availability Rate will be calculated on the basis of the availability of Gates in both nominal mode and Backup Mode. It is expressed as the ratio of the total number of Gates, minus the number of unavailable Gates, to the total number of Gates over the previous 12 months. In the event of the loss of consecutive Gates, lost Gates after the 2nd lost Gate shall be counted twice in the indicator. A Gate processed in Backup Mode is not an unavailable Gate.

For other indicators and public information published on the RTE website: the availability ratio is the ratio of the number of half-hourly intervals where the information was made available in nominal or Backup Mode to the total number of half-hourly intervals in the previous 12 months.

2.Q. Economy of the power system

2.Q.1. Costs and additional costs of balancing operations

2.Q.1.1. Costs of balancing operations

The costs of upward balancing operations correspond to the upward balancing invoices issued to RTE by the Balancing Service Providers, in accordance with Article 2.N.1.2.3.

The costs of downward balancing operations correspond to the downward balancing invoices issued to the Balancing Service Providers by RTE, in accordance with Article 2.N.1.2.2.

2.Q.1.2. Additional costs of balancing operations

For each Imbalance Settlement Period, the additional cost of an upward balancing operation is defined as follows:

- if the Specific Balancing Bid price is lower than the MBP, the additional cost is nil;
- otherwise, it is equal to the cost of the same balancing volume valued at the “Specific Balancing Bid price - MBP”.

For each Imbalance Settlement Period, the extra cost of a downward balancing operation is defined as follows:

- if the Specific Balancing Bid price is higher than the MBP, the additional cost is nil;
- otherwise, it is equal to the cost of the same balancing volume valued at the “Specific Balancing Bid price - MBP”.

Under the provisions of Chapter 3, the additional cost of a balancing operation is included in the balance of the Balancing-Imbalance account in such a way that it is not a financial burden for the Balance Responsible Parties. The additional cost of a balancing operation is financially allocated to another account managed by RTE and monitored under a dedicated tariff regulation.

2.Q.2. Exchanges between RTE and other TSOs

2.Q.2.1. Exchange contract between RTE and other TSOs outside the common economic precedence lists

2.Q.2.1.1. Call on RTE by a neighbouring TSO

Under Article 2.K.4.3.3, for the energy exchanged as a result of a call on RTE by a neighbouring TSO under a backup reserve exchange contract, invoices are exchanged between RTE and the neighbouring TSO at the prices specified in the agreement:

- from the neighbouring TSO to RTE for a transfer of energy in the direction “neighbouring country → France”;
- from RTE to the neighbouring TSO for a transfer of energy in the direction “France → neighbouring country”.

2.Q.2.1.2. Call on a neighbouring TSO by RTE

Under Article 2.K.4.3.3, for the energy exchanged as a result of a call on a neighbouring TSO by RTE under a backup reserve exchange contract, invoices are exchanged between RTE and the neighbouring TSO at the prices specified in the agreement.

In this case, if RTE's call is due to insufficient Bids for managing the overall P=C Balance, the invoice for the energy exchanged is sent:

- from the neighbouring TSO to RTE for a transfer of energy in the direction “neighbouring country → France”;
- from RTE to the neighbouring TSO for a transfer of energy in the direction “France → neighbouring country”.

2.Q.2.2. Exchanges of balancing energy with other TSOs under the common economic precedence lists

RTE may, if necessary, issue energy requests to meet its balancing requirement to platforms allowing common lists of economic precedence to be established between several TSOs. Conversely, the aforementioned platforms may ask RTE to activate balancing energy Bids.

For the requests made by RTE to the aforementioned platforms, and the requests made by the platforms to RTE, invoices will be exchanged between RTE and the other TSOs that share the platforms. The energy imported to or exported from France under this mechanism is valued at the price determined by the platforms for the France pricing zone.

2.R. Terms pertaining to the DSO’s responsibilities

Not applicable.

2.S. Transitional provisions

2.S.1. Exemption framework for Balancing Bids below 10 MW

2.S.1.1. Small “standard” bids

Before date MA_{10}, in derogation of Article 2.J.1.3.5.1, for a Day D, each Balancing Service Provider may choose three BEs in its Balancing Perimeter, submitting for each BE an upward or downward Balancing Bid whose Maximum Offered Power is less than 10 MW and more than 1 MW.

For the day D concerned, the Balancing Bids issued by this Balancing Entity must comply with the following Bid Usage Conditions:

- the mobilization lead times (DMO) of the bids must be less than or equal to 30 minutes;
- the minimum usage period (DOmin) of the bids must be less than or equal to 60 minutes.

After date MA_{10}, the Bid Usage Conditions for standard Balancing Bids below 10 MW are those described in Article 2.J.1.3.3.

2.S.1.2. Small “non-standard” bids

Before date MA_{10}, in derogation of Article 2.J.1.3.5.1 and as a supplement to Article 2.S.1.1, each Balancing Service Provider may submit upward Balancing Bids whose Maximum Offered Power is less than 10 MW and more than 1 MW.

These bids must be Explicit Specific Bids and must comply with the following Bid Usage Conditions:

- the DMO and the DOmin of a Balancing Bid must be multiples of thirty (30) minutes;
- the DOmin of a Balancing Bid must be thirty (30) minutes or more;
- the sum of the DOmin and DMO of a Balancing Bid must be less than or equal to 180 minutes.

The exemptions accorded small “non-standard” bids are applicable for BEs not consisting of Stationary Storage Sites.

After date MA_{10}, in derogation of Article 2.J.1.3.5.1, each Balancing Service Provider may submit upward Balancing Bids whose Maximum Offered Power is less than 10 MW and more than 1 MW. These bids are only valid on days reported as Ecowatt Red.

These bids must be Explicit Specific Bids and must comply with the following Bid Usage Conditions:

- the DMO and the DOmin of a Balancing Bid must be multiples of 15 minutes;
- the DOmin of a Balancing Bid must be 15 minutes or more;
- the sum of the DOmin and DMO of a Balancing Bid must be less than or equal to 180 minutes.

2.S.2. Gate increase phase

This Gate increase phase starts on date MA_4. It is announced by an RTE Notification addressed to all Balancing Service Providers.

The Gate increase phase ends on date MA_5. It too is also announced by an RTE Notification addressed to all Balancing Service Providers.

This phase is marked by different open Gate configurations that enable the 96 bid Gates target to be reached. The numerical increments of the Gates may not be the same between two changes of configuration. Each new Gate configuration is announced by an RTE Notification addressed to all Balancing Service Providers with a minimum notice period of 2 Business Days. This notification must include the description of the open Gate configuration and the technical procedures for participation in these gates.

2.S.3. Exemption framework for experimental bids for congestion management in the Public Transmission System

In regard to experimental bids designed to contract flexibility services as an alternative to network development, RTE may establish a technical agreement with a Balancing Service Provider to remunerate the activation of the associated Balancing Entity.

This agreement may define a Specific Bid that can be activated at any time during the Validity Period of the agreement. Therefore, the submission deadline and the transmission channel provided in Articles 2.J.1.2 and 2.J.3.1 do not apply to this bid. Similarly, the Usage Conditions attaching to this bid may be specifically defined under the agreement and not subject to the IS Terms and Conditions as defined in Articles 2.J.1.3.2 and 2.J.1.3.3.

As the agreement is designed to resolve system congestion over an automatic channel, the Maximum Offered Power under this agreement is not subject to the threshold conditions provided in Article 2.J.1.3.5.

As the Specific Balancing Bid can be activated by an Automatic Network Control Device, the agreement may define ad hoc requirements for the Specific Balancing Bid which are different from those provided in Article 2.K.3.1.

In the event the contractual framework for valuation of the capacity which is the object of the agreement does not allow the agreement to be used for balancing the system, and/or when the technical procedure does not allow the Bid to be used for purposes of P=C Balance, the agreement may stipulate that the Specific Balancing Bid may not be activated by RTE to manage the P=C Balance, and is therefore excluded from the economic precedence list for P=C Balance referred to in 2.K.1.1.1.

As a result of the specific terms and conditions for the traceability of Balancing Operations activated automatically, the agreement may define terms and conditions and deadlines for publication of specific Activation data which differ from those provided in Articles 2.K.3.7 and 2.M.8.

The volumes adjusted within the context of the agreement may not be taken into account in the calculation of the indicators published on days D and D+3 and referred to in Article 2.P.1.1. If necessary, RTE subsequently amends the D+3 indicators to take these volumes into account as soon as they are known.

Volumes adjusted under the Agreement may not be reflected in the D+3 publications for Balance Responsible Parties referred to in Chapter 3, or in the D+3 publications for DSOs described in Article 2.P.2.

The agreement may define specific billing arrangements which differ from those provided in Articles 2.N.1.2.2 and 2.N.1.2.3

2.A Annexes

2.A1. APPLICATION FORM FOR PARTICIPATION AGREEMENT AS A BALANCING SERVICE PROVIDER

[To be sent to your RTE correspondent]

2.A1.1. Description of requesting party

Company name: **[company name]**

Object of the company: **[object of the company]**

Head office: **[head office]**

Listed in the Trade and Companies Register of **[city]** under no.: **[SIRET no.]**

Names and functions of representatives: **[names and functions of representatives]**

EIC code (where applicable): **[EIC code]**

2.A1.2. Declaration by the requesting party

The company **[name of the company]** hereby declares that it is not in a situation of judicial liquidation, judicial correction preventing it from pursuing its activity, judicial assignment or any similar situation resulting from a procedure of the same nature existing in national legislation or regulations applicable to it.

2.A1.3. Status(es) requested

[Check as applicable]

☐ Balancing Service Provider

Documents[1] to be attached:

- Duly completed list of information necessary for the creation of a Balancing Service Provider Participation Agreement;
- Delegation of power and/or signature of the company's representatives;
- Examples of the signatures of the various representatives of the company.

2.A1.4. Requested effective date of the Participation Agreement

For the Balancing Service Provider: **[date]** at **[place],**

Mr/Mrs/Ms:

In his/her/their capacity as:

Signature:

[1] Lists of the information necessary for RTE to draw up the Participation Agreement(s) are available on the RTE website and can be sent by RTE on request.

2.A2. BALANCING SERVICE PROVIDER PARTICIPATION AGREEMENT

[No. YY_YYMM_XXXX]

BETWEEN:

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

hereinafter designated “Participant”

OF THE FIRST PART,

AND

RTE Réseau de Transport d'Électricité, a 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 **[Mr/Mrs/Ms] [name and position of signatory],**

hereinafter designated “RTE”

OF THE SECOND PART,

or by default, hereinafter designated individually as "Party" or jointly as "Parties",

the following has been decided and agreed upon:

2.A2.1. Recitals

The Participant wishes to observe the Balancing Mechanism Terms and Conditions as a Balancing Service Provider.

2.A2.2. Definitions

In this Participation Agreement, all words or expressions used with capitalized first letters have the meanings given to them below or in the General Provisions of the Terms and Conditions.

2.A2.3. Purpose

By signing this Participation Agreement, the Participant declares that it acquires the status of Balancing Service Provider.

The Participant declares that it is fully cognizant of the Terms and Conditions, General Provisions and Special Provisions described in Chapter 2, which are freely available for consultation on the RTE Website.

It declares its acceptance of them and undertakes to comply with them.

2.A2.4. Contractual documents binding the Parties

The contractual documents binding the Parties are the following:

- the present Participation Agreement;
- the General Provisions of the Terms and Conditions;
- the Special Provisions of Chapter 2 of the Terms and Conditions;
- the IS rules;
- the Balancing Perimeter;
- [where applicable, any operational technical agreement on the application of the Terms and Conditions signed between the Parties].

These documents fully and exclusively constitute the agreement between the Parties relating to the Balancing Mechanism. They cancel and replace all previous commitments, proposals, Bids and agreements relating to the same object.

For the implementation of this Participation Agreement, and in the event of contradiction or uncertainty relating to their interpretation, the contractual documents listed above are classified in the following decreasing order of precedence:

- the Participation Agreement;
- attachments to the Participation Agreement to be submitted by the Participant;
- the Special Provisions of Chapter 2 of the Terms and Conditions;
- provisions specific to other Chapters of the Terms and Conditions to which Chapter 2 refers;
- the General Provisions of the Terms and Conditions;
- **[where applicable]** technical agreements.

2.A2.5. Payment terms and conditions

The Participant opts for:

[tick selected option]

- ☐ direct debit. It shall send a completed and signed SEPA Direct Debit mandate to RTE using the form provided in the General Provisions.
- ☐ payment by bank transfer.

2.A2.6. Bank account details

Bank account details of the Participant

Bank account details of RTE Réseau de Transport d'Electricité

Société Générale
BIC-SWIFT: SOGEFRPP

Payment account:	
IBAN	FR76 3000 3041 7000 0201 2254 973
Account for incoming payments:	
IBAN	FR76 3000 3041 7000 0201 2254 973

Bank account details of the demand response compensation payment Collection and Payment Fund

BNP Paribas BIC-SWIFT: BNPAFRPPXXX

Payment account:	
IBAN	FR76 3000 4008 2800 0122 8879 276
Account for incoming payments:	
IBAN	FR76 3000 4008 2800 0122 8879 276

2.A2.7. Communication

Notification served by one Party to the other under the terms of this Participation Agreement must be addressed to the correspondents designated below:

For the Participant

For the attention of: **[name and position of correspondent]**

Address: **[full address]**

Phone: **[phone number]**

Fax: **[fax number]**

E-mail: **[e-mail address]**

For RTE

For the attention of: **[name and position of correspondent]**

Address: **[full address]**

Phone: **[phone number]**

Fax: **[fax number]**

E-mail: **[e-mail address]**

Technical correspondents for Participant

Data transmission correspondent:

Correspondents	
Data submission address	
Telephone number	
Fax	
E-mail	

Billing correspondent:

Correspondents	
Address to which invoices should be sent	
Telephone number	
Fax	
E-mail	

Correspondent for billing data and/or disputes:

Correspondents	
Address for communicating disputes	
Telephone number	
Fax	
E-mail	

Perimeter management correspondent:

Correspondents	
Data submission address	
Telephone number	
Fax	
E-mail	

D-1 Operational correspondent on D-1 (nominal mode and Backup Mode):

Correspondents	
Address	
Telephone number	
Fax	
E-mail	

Intraday operational correspondent responsible for submission of Bids and modifications to the Bid Usage Conditions (nominal mode and Backup Mode):

Correspondents	
Address	
Telephone number	
Fax	
E-mail	

Real-time operational correspondent (nominal and Backup Mode):

Correspondents	
Address	
Telephone number	
Fax	
E-mail	

RTE technical correspondents

Billing correspondent:

Correspondents	
Address to which invoices should be sent	
Telephone number	
Fax	
E-mail	

Correspondent for billing data and/or disputes:

Correspondents	
Address for communicating disputes	
Telephone number	
Fax	
E-mail	

Perimeter management correspondent:

Correspondents	
Data submission address	
Telephone number	
Fax	
E-mail	

D-1 Operational correspondent on D-1:

Correspondents	
Address	
Telephone number	
Fax	
E-mail	

Intraday operational correspondent responsible for managing balancing Gates (nominal mode and Backup Mode):

Correspondents	
Address	
Telephone number	
Fax	
E-mail	

Real-time operational correspondent:

Correspondents	
Address	
Telephone number	
Fax	
E-mail	

2.A2.8. Entry into force, duration and termination of the Participation Agreement

The present Participation Agreement takes effect on **[date]**.

It is valid for an indefinite period.

It may only be terminated in the conditions specified in the Terms and Conditions.

Drawn up in two original copies,

in Paris la Défense, **[date]**.

For RTE:

Name and position of representative:

Signature:

For the Participant:

Name and position of representative:

Signature:

2.A3. DECLARATION BY THE ELECTRICITY SUPPLIER OF CARD CONSUMPTION SITES WITH METERING DATA SERVICE CONTRACT TO THE SYSTEM OPERATOR

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

hereinafter designated "Consumption Site",

has agreed on the following:

2.A3.1. Definitions

In this declaration, all words or expressions used with capitalized first letters have the meanings given to them below or in the General Provisions of the Terms and Conditions.

2.A3.2. Purpose

The Consumption Site **[name, address and "code décompte"]**, for which **[full name]** holds:

[tick selected option]

- ☐ a CARD (distribution system access contract) no. **[CARD no.]** with the DSO, dated **[date]**, is supplied with energy by the Electricity Supplier **[full name]**.
- ☐ a Metering Data Service Contract **[Metering Data Service Contract no.]** with the Distribution System Operator dated **[date]** is supplied with energy by the Electricity Supplier **[full name]**.

2.A3.3. Validity period

The present Electricity Supplier Declaration is valid for an indefinite period.

It may be terminated at any time by the Consumption Site under the conditions provided in Article 2.F.3.3 .

Drawn up in two original copies,

in **[place]**, on **[date]**.

For the Consumption Site:

Name and position of representative: Signature:

2.A4. FORM FOR AN ATTACHMENT AGREEMENT BETWEEN A BALANCE RESPONSIBLE PARTY AND THE BALANCING SERVICE PROVIDER FOR THE PARTICIPATION IN THE BALANCING MECHANISM OF ONE OR MORE GENERATION UNIT(S) OR INJECTION SITE(S) OR STATIONARY STORAGE SITE(S)

BETWEEN:

XXXXX [full name], a company **[legal form]**, with capital of **[amount of capital]** euros, its registered offices being located at **[full address]**, registered in the Trade and Companies Register of **[name of town]** under the number **[SIRET no.]**,

in its capacity as Balance Responsible Party, holder of a Participation Agreement **[agreement number]** signed with RTE on **[date]**,

represented by **[name and function of the signatory**], duly empowered to do so,

OF THE FIRST PART,

AND

XXXXX [full name], a company **[legal form]**, with capital of **[amount of capital]** euros, its registered offices being located at **[full address]**, registered in the Trade and Companies Register of **[name of town]** under the number **[SIRET no.]**,

in its capacity as Balancing Service Provider, holder of a Participation Agreement **[agreement number]** signed with RTE on **[date]**,

represented by **[name and function of the signatory]**, duly empowered to do so,

OF THE SECOND PART,

or by default, hereinafter designated individually as "Party" or jointly as "Parties",

the following has been decided and agreed upon:

2.A4.1. Article 1

In this Agreement, words or phrases used with capitalized first letters are defined in the General Provisions of the Terms and Conditions.

2.A4.2. Article 2

The Generation Unit(s) **[list of units]** or Generation Site(s) **[list of sites]** or Stationary Storage Site(s) **[list of sites]** connected to the systems of the **system operator ZZZZZ**, attached to the Balancing Perimeter of XXXXX, is/are included in the Balancing Perimeter of **YYYYY** as Site(s) constituting the Injection BE **[PTS/PDS] [name and ID of the BE]**, as of **[date]**.

The energy corresponding to the upward or downward Balancing Bids Submitted by **YYYYY** and activated by RTE, and where necessary corrected, from a PTS or PDS Generation BE is included in the calculation of the Imbalance in the Balancing Perimeter of **XXXXX**, in accordance with Chapter 3 of the Terms and Conditions. This inclusion is effective from the date of signature of this Agreement and shall apply to the BE **[name and identifier of the BE]**.

2.A4.3. Article 3

This Agreement is valid for an indefinite period.

2.A4.4. Article 4

The Parties may terminate this Agreement at any time, on condition they provide 2 months' notice of their intention to do so. Termination shall be notified by the Party requesting termination to the other Party, to RTE and to the DSO to which the Generation Unit(s) or Injection or Stationary Storage Site(s) belonging to the PDS or PTS Injection BE are connected. Termination shall take effect on expiry of the 2-month notification period.

Drawn up in two original copies,

in **[place]**, on **[date]**.

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

2.A5. AGREEMENT FOR THE EXCHANGE OF CONTACT DETAILS BETWEEN A DISTRIBUTION SYSTEM OPERATOR AND RTE

BETWEEN:

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

hereinafter designated “Distribution System Operator”

OF THE FIRST PART,

AND

RTE Réseau de Transport d'Électricité, a 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 **[Mr/Mrs/Ms] [name and position of signatory],**

hereinafter designated “RTE”

OF THE SECOND PART,

or by default, hereinafter designated individually as "Party" or jointly as "Parties",

the following has been decided and agreed upon:

2.A5.1. Definitions

In this Agreement, all words or expressions used with capitalized first letters have the meanings given to them below or in the General Provisions of the Terms and Conditions.

2.A5.2. Purpose

Under the Terms and Conditions, Distribution System Operators and RTE are required to exchange certain information and data.

The purpose of this Agreement is to indicate the contact details for the exchange of information or data between the Distribution System Operator and RTE.

2.A5.3. Communication

All Notifications served by one Party to the other under the Rules shall be addressed to the following designated correspondents:

For the Distribution System Manager

For the attention of: **[name and position of correspondent]**

Address: **[full address]**

Phone: **[phone number]**

Fax: **[fax number]**

E-mail: **[e-mail address]**

For RTE

For the attention of: **[name and position of correspondent]**

Address: **[full address]**

Phone: **[phone number]**

Fax: **[fax number]**

E-mail: **[e-mail address]**

2.A5.4. Exchange of information

Procedures for the exchange of information between Distribution System Operators and RTE are described in the IS Terms and Conditions.

2.A5.5. Validity period

This Agreement is valid for an indefinite period.

Drawn up in two original copies.

For the Distribution System Operator:	**For RTE:**
At **[place]**,	At **[place]**,
on **[date]**	on **[date]**
Name and position of representative:	Name and position of representative:
Signature:	Signature:

2.A6. DEFINITION OF TRIPLETS REQUIRED BY RTE DURING BALANCING OPERATIONS

Depending on the technologies of the Scheduling Agent's Generation Units (nuclear, fossil-fired, hydraulic etc.), this Article specifies the following points:

- Data used in the calculation

[To be specified according to the Generation Unit's technology]

- Determining SE points of operation

[To be specified according to the Generation Unit's technology]

- Calculation of Symmetric or Asymmetrical Participation in the Frequency Containment Reserves and automatic Frequency Restoration Reserves of the SE

[To be specified according to the Generation Unit's technology]

RTE's balancing operations will exclusively affect points of operation where the provision of system ancillary services is symmetric.

This document is sent to RTE when the Balancing Perimeter is created and when the data in it is updated. After signing it, RTE retains one of the original copies and sends the other copy to the Balancing Service Provider.

Drawn up in two original copies

in Paris la Défense, **[date]**.

For RTE:	**For the Participant:**
Name and position of representative:	Name and position of representative:
Signature:	Signature:

2.A7. REQUIREMENTS FOR THE REPORTING OF POWER MEASUREMENT DATA FOR QUALIFICATION PURPOSES

2.A7.1. Purpose

The purpose of this Appendix is to define the requirements a Balancing Service Provider's BE must meet when reporting power measurement data for Qualification monitoring purposes, as set out in Article 2.G.3.

The Observability of the BE designates its possession of a remote power metering facility making it possible to ascertain the active power of each BE subject to Qualification monitoring.

2.A7.2. Functional requirements

2.A7.2.1. Nature of data exchanged

The Contractor must be able to provide RTE with the following information on a monthly basis:

- The total instantaneous active power at the BE's perimeter, corresponding to the sum of the instantaneous active powers of the Sites making up the BE, and measured at the point of connection of the Site to the Public Transmission System. For Profiled Consumption BEs, the measurement can be taken at each Site at the perimeter of all load reduced usages or at the metering perimeter.

  Unit: **MW**
  Precision: 1 decimal place (precision to **1/10th MW**)

This information must be sent in accordance with the procedures specified in the IS Terms and Conditions.

2.A7.2.2. Expected performance for provision of remote metering data

Remote measurements are provided to RTE on a monthly basis, by 10-second periods, over the transmission system specified in the IS Terms and Conditions.

Remote measurements must observe the following sign convention:

- Consumption BE: positive values
- Production BE: negative values

The instantaneous active power of each Consumption or Production Site making up a BE must be measured by means of either a Class 0.3[2] sensor or the Site's metering channel.

Values transmitted to RTE by the Contractor must only result from the aggregation of the measured values.

[2] A class 0.3 sensor provides measurements to a precision of 0.3%.