Réseau de transport d'électricité

Access Rules for Imports and Exports on the French Public Power Transmission System

Version 3.4
Applicable as from 31/05/2012

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CONTENTS

1 OBJECT 5

2 DEFINITIONS AND INTERPRETATIONS 5

2.1 DEFINITIONS 5
2.2 INTERPRETATION 11
2.3 NULLITY 11

3 PARTICIPATION CONDITIONS 12

3.1 PREREQUISITES 12
3.2 PARTICIPATION AGREEMENT 12
3.2.1 SIGNATURE AND EFFECTIVE DATES 12
3.2.2 DURATION 12
3.2.3 USER OBLIGATIONS 12
3.3 ACCESS TO THE INFORMATION SYSTEM 13
3.4 ENTITLEMENT 13
3.5 SUSPENSION AND WITHDRAWAL OF ENTITLEMENT 13
3.5.1 SUSPENSION OF ENTITLEMENT 13
3.5.2 WITHDRAWAL OF ENTITLEMENT 14
3.6 MANAGEMENT OF TRANSACTIONS 15
3.6.1 CHARACTERISTICS OF TRANSACTIONS 15
3.6.2 CREATION AND CANCELLATION OF PERIODIC AND DAILY TRANSACTIONS 15
3.6.3 CREATION AND CANCELLATION OF INTRADAY TRANSACTIONS 16
3.6.4 NAMING A BALANCE RESPONSIBLE ENTITY 16
3.6.5 CHANGE OF BALANCE RESPONSIBLE ENTITY 16

4 CONDITIONS FOR OPERATIONAL EXCHANGES 18

5 NOMINATION PROCESS 19

5.1 NOMINATION OF PERIODIC TRANSACTIONS 19
5.2 NOMINATION OF DAILY TRANSACTIONS 20
5.3 NOMINATION OF INTRADAY TRANSACTIONS 21
5.3.1 INTERCONNECTIONS WITH BELGIUM 21
5.3.2 INTERCONNECTIONS WITH ENGLAND, GERMANY, SPAIN AND SWITZERLAND 22
5.3.3 INTERCONNECTION WITH ITALY 22
5.4 FAILURE TO NOMINATE 23
5.5 NOMINATION TIMES UPON APPLICATION OF DAYLIGHT SAVING TIME 23

6 FIRMNESS OF PROGRAMMES ACCEPTED BY RTE 24

7 DOWNGRADED MODES 25

7.1 DOWNGRADED MODE FOLLOWING UNAVAILABILITY OF THE RTE INFORMATION SYSTEM 25
7.1.1 DOWNGRADED MODE ON D-1 25
7.1.2 DOWNGRADED MODE - INTRADAY 25
7.2 DOWNGRADED MODE FOR CWE MARKET COUPLING 26

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8 INVOICING AND PAYMENT CONDITIONS 27

8.1 INVOICES 27
8.2 INVOICE DISPUTES 27
8.3 PAYMENT CONDITIONS 27
8.4 LATE PAYMENT AND INTEREST ON ARREARS 27

9 GENERAL PROVISIONS 29

9.1 NOTIFICATIONS 29
9.2 TRANSFER OF RIGHTS AND OBLIGATIONS 29
9.3 INTELLECTUAL PROPERTY 29
9.4 CONFIDENTIALITY 29
9.5 FORCE MAJEURE 30
9.6 LIABILITY 31
9.7 TERMINATION 31
9.7.1 TERMINATION BY RTE 31
9.7.2 TERMINATION BY THE USER 31
9.7.3 TERMINATION IN CASE OF AN EVENT OF FORCE MAJEURE 32
9.8 TERRITORIAL APPLICATION OF THE RULES 32
9.9 APPLICABLE LAW AND LANGUAGE 32
9.10 SETTLEMENT OF DISPUTES 32
9.11 RULES AMENDMENT PROCEDURE 32

10 SPECIAL CONDITIONS CONCERNING INTERCONNECTIONS 34

10.1 INTERCONNECTION WITH ENGLAND 34
10.2 INTERCONNECTION WITH BELGIUM AND GERMANY 34
10.2.1 TSO BREAKDOWN FOR THE FRANCE-GERMANY BORDER 34
10.2.2 USERS SHALL NOT NOMINATE INTRADAY TRANSACTIONS TO RTE ON FRANCE-GERMANY . 34
10.2.3 TRANSACTIONS 34
10.2.4 EIC CODES 34
10.3 INTERCONNECTION WITH SWITZERLAND 34
10.3.1 USERS SHALL NOT NOMINATE INTRADAY TRANSACTIONS TO RTE ON FRANCE-SWITZERLAND BORDER 34
10.3.2 TRANSACTIONS 35
10.4 INTERCONNECTION WITH SPAIN 35
10.5 INTERCONNECTION WITH ITALY 35

APPENDIX 1 REQUEST TO CONCLUDE A PARTICIPATION AGREEMENT 36

APPENDIX 2 PARTICIPATION AGREEMENT IN THE RULES ON ACCESS TO THE FRENCH PUBLIC POWER TRANSMISSION SYSTEM FOR IMPORTS AND EXPORTS .. 39

APPENDIX 3 CONTACT DETAILS FOR THE USER AND RTE 42

APPENDIX 4 AGREEMENT FOR ATTACHMENT TO A BALANCE PERIMETER 44

APPENDIX 5 CREATION / CANCELLATION OF A PERIODIC / ANNUAL / MONTHLY / DAILY TRANSACTION 46

APPENDIX 6 CREATION / CANCELLATION OF AN INTRADAY TRANSACTION 47

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APPENDIX 7 LIST OF TRANSACTIONS 48

APPENDIX 8 NOTIFICATION OF ENTITLEMENT 49

APPENDIX 9 FORM FOR A TERMINATION OF A PARTICIPATION AGREEMENT..... 50

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1 OBJECT

The present Rules (referred to as “Rules”) define the principles governing the implementation of Import and Export Programmes on Interconnections for different timeframes.

The Rules notably define the technical, financial and legal criteria and procedures for Nominating Import and/or Export Programmes with RTE following the Allocation processes, and for their implementation by RTE.

The Rules replace the previous version « Access Rules for Imports and Exports on the French Public Power Transmission System – Version 3.3 » (hereafter Version 3.3), according to article 9.11, and apply to the Import and Export Programmes as from 31st of May 2012 for all the borders.

Depending on the extent of co-ordination with neighbouring System Operators, specific rules governing Interconnections managed jointly with the said System Operators shall be implemented, and shall take precedence over the Rules.

RTE continues to make every effort to ensure that access to its Interconnections is co-ordinated with neighbouring System Operators, and is governed by future jointly-drafted access rules.

The following Rules apply by default to Interconnections for which common Nomination rules do not yet exist. Common Nomination rules will be drafted by RTE and its neighbouring System Operators based on similar principles.

2 DEFINITIONS AND INTERPRETATIONS

2.1 DEFINITIONS

The terms, which appear in the present Rules and the Participation Agreement with their first letter in capitals, are defined hereafter:

Affiliate:	Refers to any User which controls, is controlled by or is placed under the same control as another User. For the purposes of this definition, the term "controls" (and the terms "controlled by" and "placed under the same control as") denotes the direct or indirect possession of over 50% of voting rights, or the power to appoint a majority of members to the User's executive body.
Allocation or Allocate:	Refers to the process by which Capacity is attributed to the User in response to a Capacity Request or an Intraday Capacity Request Notified by the User. There are several Allocations for different timeframes.
Allocation Mechanism:	Refers to the different mechanisms to Allocate Capacity to Users.
Allocation Rules:	Refers to the Allocation Rules specific to a given interconnection, as published on the RTE Website and on the websites of neighbouring System Operators.
Appendix:	Refers to an appendix to the Rules.
Article:	Refers to an article within the Rules.

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Attachment Agreement: Refers to the agreement between a User and a Balance Responsible Entity with a view to attaching the User's Transactions to the Balance Responsible Entity's Perimeter. This agreement shall be based on the model provided in APPENDIX 4.

Auction: Refers to the Capacity Allocation mechanism following market mechanisms.

Balance Perimeter: Refers to all the extractions and injections declared to RTE, the sum of which constitute the *a posteriori* Imbalance of the Balance Responsible Entity. The Balance Responsible Entity benefits from the energy Injected into and Extracted from this Perimeter. He is financially liable to RTE for all Imbalances observed on this Perimeter.

Balance Responsible Entity: Legal entity, which has signed a Participation Agreement with RTE in its role as a Balance Responsible Entity. According to the terms of the Agreement, the signatories undertake to financially compensate each other for any Imbalances observed in the Balance Responsible Entity's Perimeter *a posteriori*. The Balance Responsible Entity must financially compensate RTE for any negative imbalances. RTE must financially compensate the Balance Responsible Entity for any positive imbalances.

Border-Direction: Refers to an Interconnection and an Import or Export.

BR/BM Rules: Refers to the rules relative to Programming, the Balancing Mechanism and the Balance Responsible System, as given on the RTE website.

Capacity: Refers to a physical electricity transmission right, by a value, expressed in whole Megawatt units, of potential electrical energy transfer over an Interconnection, either from the networks of one or more neighbouring Transmission System Operators to the PTS or from the PTS to the networks of one or more neighbouring System Operators.

Capacity Request: Refers to a request for Allocation made via the Allocation mechanisms described in the Allocation rules.

CASC (Capacity Allocation Service Company): Refers to the company named "Capacity Allocation Service Company SA", or "CASC.EU SA", a company established under Luxembourg law, registered in the Trade Register (RCS) of Luxembourg under the number B142282, whose purpose is notably, acting on behalf of electricity transmission system operators, to allocate capacities via explicit auctions and to administer the secondary market.

Certificate Holder: Refers to a person designated by the User in the "Connexion Guide to RTE Information System", to access the RTE information system and act on the User's behalf. The Certificate Holder may be a third party company.

Counterparty: Refers to a legal entity named by the User as his counterparty for the Nomination of his Import and/or Export Programmes. RTE may under no circumstances

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	be held responsible for any fault on the part of the User's Counterparty.
CWE:	Refers to the "Central West Europe" region defined in the regional initiatives of the European Regulators' Group for Electricity and Gas (ERGEG), covering: Germany, Belgium, France, Luxembourg and the Netherlands.
CSE:	Refers to the "Central South Europe" region defined in the regional initiatives of the European Regulators' Group for Electricity and Gas (ERGEG), covering: Germany, France, Austria, Slovenia, Italy and Greece.
CWE/CSE/Switzerland Allocation Rules:	Refers to the "Rules for Capacity Allocation by Explicit Auctions Version 1.0 within Central West Europe Region (CWE), Central South Europe Region (CSE) and Switzerland" or any subsequent version published on RTE or CASC web site
Daily Auction:	Refers to the Auctioning of Capacity by RTE for a given Day.
Daily Gate:	Refers to the deadline for sending Daily or Periodic Nominations, and from which RTE examines these Nominations.
Daily Programme:	Refers to either an Export Programme or an Import Programme for a Day relative to a Daily Transaction.
Daily Transaction:	A daily Import or Export that enables the User to Notify a Daily Programme. A daily Import transaction (or Export transaction) is characterised by a code identifying the daily transaction and the System Operator of origin (or destination in the case of an Export).
Day or **D:**	Refers to a calendar day of a period of 24 Hours, beginning at zero hour (0:00:00) and ending at twenty three hundred hours, fifty-nine minutes and fifty-nine seconds (23:59:59). The Days upon which the legal time changes will be composed of either 23 Hours or 25 Hours; these are defined by decree published in the Official Journal of the French Republic.
Delivery Period:	Refers to the period of the day to which a Nomination applies.
EIC Code:	ENTSO-E identification code, known to RTE and the neighbouring System Operators, published on the ENTSO-E website.
Electricity Transmission System Users' Committee or **CURTE:**	A committee whose functions and powers are defined on the RTE website.
Energy Regulation Committee or **CRE:**	Refers to the regulatory authority for energy, the composition and powers of which are defined under the French Energy Code (Book I, Title III) derived from Ordinance No. 2011-504 of 9 May 2011 (Article L131-1 to L135-16).
Entitlement or Entitled:	Refers to the right, under the conditions specified in Article 3.4, to Nominate Capacities acquired via the

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	Allocation Mechanism.
ENTSO-E:	Refers to the *European Network of Transmission System Operators for Electricity*.
Explicit Allocation or Allocate Explicitly:	Refers to the Allocation process, such as Auctions, for Allocating Capacity only.
Export:	Refers to the physical transfer of electrical energy from the PTS to the network operated by a neighbouring System Operator, including intra-Community deliveries.
Export Programme:	Refers to an Export declaration made by a User, specifying the power to the nearest Megawatt for each Hourly Period, the Transaction number and the associated destination System Operators.
French Energy Code ("Code de l'énergie"):	Code derived from Ordinance No. 2011-504 of May 9, 2011 codifying the legislative part of the energy code.
Half-Hourly Period:	Refers to a period of one half-hour, the first of each Day beginning at 0:00:00.
Hour or **H:**	Refers to legal French time or also to a period of 60 minutes.
Hourly Period:	Refers to a period of one Hour, the first of each Day beginning at 0:00:00.
IFA Access Rules:	Refers to the "*IFA Access Rules*" as published on the websites of RTE and the UK System Operator.
IFD Intraday Rules:	Refers to the "*Intraday Capacity Allocation Rules for the France-Germany Interconnection*" as published on the RTE Website and on the websites of the German System Operators.
IFE Rules:	Refers to the "*Capacity Allocation Rules for the France-Spain Interconnection*" as published on the RTE Website and on the website of the Spanish System Operator.
IFS Intraday Rules:	Refers to the "*French-Swiss Interconnection Intraday Capacity Allocation Rules*" as published on the RTE Website and on the website of the Swiss System Operator.
Imbalance:	Refers to the difference between the total quantity of energy injected into the Balance Perimeter and the total quantity of energy extracted, per Half-Hourly Period.
Implicit Allocation or Allocate Implicitly:	Refers to the Allocation process, such as Market Coupling, for Allocating Capacity and energy simultaneously.
Import:	Refers to the physical transfer of electrical energy from the network operated by a neighbouring System Operator to the PTS, including intra-community deliveries.
Import Programme:	Refers to an Import declaration made by a User, specifying the power to the nearest Megawatt for each Hourly Period, the Transaction number and the associated originator System Operators.
Information System or IS:	Refers to RTE's "*Front Office*" computer system, accessible to Users, and which hosts RTE applications for

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	implementing the Rules.
Interconnection:	Refers to a group of electricity lines connecting the PTS with the networks of one or more System Operators in the same neighbouring country.
Interconnection Gate:	Refers to the deadline Hour for submitting Intraday Capacity Requests, from when RTE analyses such requests.
Intraday Access Authorisation:	Refers to RTE's response to the User's Intraday Capacity Request.
Intraday Auction Rules on North Italian Borders	Refers to the "Rules for Intraday Capacity Allocation by Explicit Auctions Version 1.0 on North Italian Borders" or any subsequent version published on RTE or CASC web site
Intraday Capacity:	Refers to Capacity offered for the intraday timeframe.
Intraday Programme:	Refers to either an Export Programme, or an Import Programme for all or part of a Day relative to an Intraday Transaction.
Intraday Transaction:	An intraday Import or Export that enables the User to Notify Intraday Capacity Requests. It is characterised by a code, identifying the intraday transaction.
IS Rules:	Refers to the part of the Rules relative to access to the Information System and the use of RTE applications, including their appendices and definitions. The IS Rules form an integral part of the Rules and are published on the RTE Website.
List of Transactions:	Refers to the document listing the User's Transactions as per the model attached in APPENDIX 7.
Market Coupling:	Refers to the coupling of the French, Belgian, Dutch and German daily electricity markets, which simultaneously affects Implicit Allocation of Capacities and satisfies the supply and demand for electricity.
Matching :	Refers to the operation carried out between RTE and another System Operator, no earlier than D-1 or virtually in real time, and which is intended to establish agreement for the implementation of Programmes.
Megawatt or **MW:**	Refers to the unit of electrical power expressed in electric megawatts.
Nomination or **Nominate:**	Refers to the Notification by a User of his Import and/or Export Programmes relating to the power expressed in MW that he wishes to use as part of Capacity Allocated.
Nomination Consistency Check:	Refers to the operation by which RTE compares the Counterparties and Nominations with the information received by foreign System Operators.
Notification or **Notify:**	Refers to the transmission of information between the User and RTE in accordance with the conditions set down in Article 0.
Participation Agreement with	Refers to the contract signed between RTE and a Balance

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the Status of Balance Responsible Entity:	Responsible Entity as per the Model to be found in the BR/BM Rules.
Participation Agreement:	Refers to the contract signed between RTE and a User through which the latter undertakes to abide by the terms of the Rules. This agreement shall be based on the model provided in APPENDIX 2.
Parties:	Refers to RTE, as System Operator or Auction Operator, and a User.
Party:	Refers to RTE, as System Operator or Auction Operator, or a User.
Period:	Refers to a given length of time.
Periodic Auction:	Refers to the Auctioning of Capacity by RTE for an annual or monthly period.
Periodic Programme:	Refers to either an Export Programme or an Import Programme for a Day, relative to a Periodic Transaction.
Periodic Transaction:	A periodic Import or Export that enables the User to Notify a Periodic Programme. For the France-Spain and France-Italy borders, a Periodic Transaction corresponds to a single Transaction aggregating annual rights and monthly rights. For the France-Germany, France-Belgium and France-Switzerland borders, a Periodic Transaction is a generic term referring to either an annual Transaction or a monthly Transaction. A Periodic Import (or Export) Transaction is characterised by a code identifying the Periodic Transaction and the originator (or destination) System Operator.
Power System or Network:	Refers to the system made up of: the PTS, production units connected to the PTS which inject electrical energy into it, consumption units attached to the PTS which extract electrical energy from it, Imports and Exports.
Programme:	Refers to either a Periodic Programme, or a Daily Programme, or an Intraday Programme.
Programming Authorisation:	For Periodic Programming Authorisation, refers to: the sum per Hourly Period of Capacities acquired at Periodic Auction mechanisms and *via* the Secondary Capacity Market, minus Capacities assigned *via* the Secondary Capacity Market, minus any reduced Capacity . For Daily Programming Authorisation, refers to: the sum per Hourly Period of Capacities acquired via the Daily Auction mechanisms, minus any reduced Capacities.
PTS:	Refers to the Public electricity transmission system as described in Decree n°2005-172 dated 22 February 20 05, defining the composition of the public electricity transmission system and setting down the conditions for classifying installations in the public energy transmission and distribution systems.
Reliability of the Electricity System or **Reliability:**	Refers to the extent to which the PTS can be operated normally, limiting the number of incidents, avoiding major

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	incidents and limiting their consequences where they do occur.
RTE Website:	Denotes RTE's Website, which is to be found at the address http://www.rte-france.com
Rules:	Refers to the present rules for access to the French Public Transmission System (PTS) for Imports and Exports.
System Operator:	Refers to a transmission system operator within the meaning of directive 2009/72/EC dated 13th July 2009, concerning the common rules for the internal electricity market, which abrogated directive 2003/54/EC.
Transaction:	Refers to a Periodic Transaction and/or a Daily Transaction and/or an Intraday Transaction.
User:	Refers to the legal entity, which has signed a Participation Agreement.
Week or **W:**	Refers to a period of 7 Days beginning on Saturday at zero Hour (0:00:00) and ending on Friday at twenty three Hours, fifty-nine minutes and fifty-nine seconds (23:59:59).

2.2 INTERPRETATION

The headings of the Articles are for practical purposes only and in no way minimise, affect or influence their interpretation.

2.3 NULLITY

The nullity of any obligation resulting from the Rules, for any reason whatsoever, will not have any effect on the validity of other obligations resulting from the Rules.

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3 PARTICIPATION CONDITIONS

3.1 PREREQUISITES

Any legal entity wishing to adhere to the Rules must send a written request to RTE using the form given in APPENDIX 1 in order to certify that it belongs to one of the following categories:

- A producer established in France, authorised to operate within the meaning provided by Article L311-15 of the French Energy Code ("Code de l'énergie");
- An eligible Customer within the meaning of Directive 2009/72/EC repealing Directive 2003/54/EC or of any text transposing said directive that may be applicable at the point of delivery;
- A legal entity possessing the required authorisation within at least one member state of the European Economic Area for trading electrical energy.

Legal entities wishing to adhere to the Rules may not hold more than one Participation Agreement.

3.2 PARTICIPATION AGREEMENT

3.2.1 Signature and effective dates

Within a maximum of 15 days of receiving the request (APPENDIX 1), RTE will contact the legal entity in order to begin collaboration and prepare the various documents required for signing a Participation Agreement (APPENDIX 2). The User's contact details are to be specified in APPENDIX 3.

No later than the Day on which the Participation Agreement is signed, the requesting legal entity shall submit the documents required by the Rules to RTE.

After verifying these documents, RTE and the legal entity sign the Participation Agreement.

The signing legal entity will become a User as from the date of enforcement of the Participation Agreement.

As from this date, the User may be Entitled to Nominate Export or Import Programmes, if he meets the conditions stipulated in Article 3.4.

3.2.2 Duration

The Participation Agreement is an open-ended contract which may only be terminated within the conditions laid out in Article 9.

3.2.3 User Obligations

By signing the Participation Agreement, the User undertakes to comply with all the conditions laid out within the present Rules.

The User notably undertakes to keep up to date the information contained in his request appearing in APPENDIX 1 and in his Participation Agreement, Notifying RTE of any change in these elements as quickly as possible.

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3.3 ACCESS TO THE INFORMATION SYSTEM

This Article 0 applies for all the borders except for the France-England interconnection.

In order to Nominate his Import and Export Programmes, the User accesses the RTE Information System and uses the applications made available to him under the conditions defined by RTE in the IS Rules.

The User recognises that he possesses and is aware of the IS rules, which are an integral part of the Rules.

If the User fails to adhere to the conditions described in the IS Rules, RTE is not required to take his Nominations into account. Consequently, RTE's liability cannot be triggered as result of this lack of Nomination.

In the "Connexion Guide to RTE Information System", a model for which is provided in the IS Rules, the User designates the Certificate Holders, who are the persons authorised to act on his behalf via each of the applications to which he has access.

RTE shall not accept any liability for any fact, act or omission relating to the User's designation and/or any error committed by the Certificate Holder in the nomination process. Moreover, RTE shall under no circumstances be held liable in the event of a failure affecting the Certificate Holder's certification system.

3.4 ENTITLEMENT

In order to be Entitled, the User must:

- Meet the conditions stipulated in Articles 3.1, 3.2 and 0;
- Have the EIC Code.

The User is Entitled as soon as Notification is received from RTE, specifying the date on which the said Entitlement begins, in accordance with APPENDIX 8.

3.5 SUSPENSION AND WITHDRAWAL OF ENTITLEMENT

3.5.1 Suspension of Entitlement

The User's Entitlement may be suspended by RTE if:

- at least one of the conditions listed in Article 3.4 is not or is no longer met; or
- in the event of a payment incident; or
- in the event of a clear breach of the Rules by the User, subject to Article 3.5.2; or
- in case of a Force Majeure event lasting more than 30 days, as per Article 9.5.

If RTE suspends the Entitlement of a User, that User may no longer Nominate Import or Export Programmes.

Suspension of Entitlement shall not release the User from his payment obligations as per Article 0.

Suspension of Entitlement takes effect on the date indicated in the communication Notifying suspension of Entitlement.

The User is Entitled once more on the day after the worked Day on which RTE has, before 12:00:

- Observed that all the conditions set out in Article 3.4 have once more been met;

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- And registered full payment of invoices which are due and which have not yet been paid by the User.

When the User is Entitled once more, capacity Allocated prior to the suspension of the Entitlement may be Nominated, as per the conditions stipulated in the Allocation Rules.

3.5.2 Withdrawal of Entitlement

3.5.2.1 By RTE

A User's Entitlement is withdrawn by RTE:

- in case of winding up of the User or in case of an order or a resolution of a competent court is made for its insolvent winding up or dissolution ;
- following receipt by RTE of a decision by a competition or regulatory authority stating that the User has committed an abuse or fraudulent act with regard to access to Interconnections and requiring his Entitlement to be withdrawn.

The withdrawal of Entitlement Notified by registered letter with acknowledgment of receipt takes effect on the date indicated in the communication Notifying withdrawal of Entitlement.

If RTE withdraws the Entitlement of a User, that User may no longer Nominate Import or Export Programmes.

If Entitlement is withdrawn the Participation Agreement is automatically terminated.

Withdrawal of Entitlement shall not release the User from his payment obligations as per Article 0.

The User whose Entitlement has been withdrawn at RTE's initiative may no longer claim status as User.

3.5.2.2 At the User's request

The User may request the withdrawal of Entitlement at any time, in order to terminate his participation in the Rules.

Any such request must be made by registered mail with acknowledgement, in accordance wih APPENDIX 9.

The withdrawal of Entitlement takes effect 10 Days after RTE receives Notification of the withdrawal from the User.

If the User requests withdrawal of his Entitlement, that User may no longer Nominate Import or Export Programmes.

Withdrawal of Entitlement shall not release the User from his payment obligations as per Article 0.

The User may also request withdrawal of his Entitlement by sending Notification by registered letter with acknowledgement, if RTE has failed to respect one or more of its essential obligations, despite formal Notification from the User made by registered mail with acknowledgement, ordering RTE to respect its obligations and if any such demand remains without response for 10 Days. In this case, withdrawal of the User's Entitlement takes effect upon RTE receiving the Notification indicating the withdrawal. In either of these two cases where Entitlement is withdrawn at the User's initiative, the Participation Agreement is automatically terminated.

The User whose Entitlement has been withdrawn at his own initiative and under the terms of the present Article, may once more claim User status by following the Rules procedure.

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3.6 MANAGEMENT OF TRANSACTIONS

3.6.1 Characteristics of Transactions

A Transaction is a prerequisite for Nominating a Programme and in order for RTE to be able to integrate it into the Balance Perimeter of the Balance Responsible Entity concerned.

A Transaction has a predefined number and concerns an originator System Operator and a destination System Operator.

If the limit on the number of Transactions below is exceeded, the User has one (1) month in which to correct his situation.

In the event of a merger / takeover / partial capital contribution, this period is increased to six (6) months.

Note, for the borders where a Market Coupling is in place, Users are only required to have daily Transactions if they wish to be able to participate in downgraded or fallback modes: Explicit Allocation mechanisms following by Nomination.

If the User fails to correct his situation, RTE cancels the Transaction(s) concerned.

3.6.1.1 Periodic and Daily Transactions

The User may only benefit from a single Daily Transaction and a single Periodic/Annual/Monthly Transaction per Border-Direction and per neighbouring System Operator.

3.6.1.2 Intraday Transaction

3.6.1.2.1 Case of Germany, Belgium, Italy and Switzerland

The User may only benefit from a single Intraday Transaction valid for the France-Belgium, France-Germany, France-Italy and France-Switzerland interconnections.

The User and his Affiliates may not hold more than 2 Intraday Transactions between them.

3.6.1.2.2 Case of Spain

The conditions relating to Intraday Nominations for the France-Spain interconnection are set down in the IFE rules.

3.6.1.2.3 Case of England

The User may only benefit from an Intraday Transaction valid for the France-England interconnection.

3.6.2 Creation and cancellation of Periodic and Daily Transactions

The User Notifies to RTE a request for creation or cancellation of Periodic or Daily Transactions, as per APPENDIX 5.

Subject to reception of APPENDIX 5 and the necessary justifying documents, requests Notified to RTE take effect at a date defined jointly by the User, RTE and the neighbouring System Operator when the mechanism is coordinated.

RTE replies to the User, specifying:

- Whether the request has been accepted, and

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- For a request for creation or cancellation of Periodic or Daily Transactions that is accepted: the numbers assigned to Transactions and the date on which these Transactions will be activated or cancelled.

RTE Notifies the User its List of Transactions based on the model in APPENDIX 7 updated after each accepted request.

3.6.3 Creation and cancellation of Intraday Transactions

The User Notifies to RTE a request for creation or cancellation of an Intraday Transaction, as per APPENDIX 6.

Subject to reception of APPENDIX 6 and the necessary justifying documents, requests Notified to RTE take effect at a date defined jointly by the User, RTE and the neighbouring System Operator where the intraday mechanism is coordinated.

RTE replies to the User, specifying:

- Whether the request has been accepted, and
- For a request for creation or cancellation of an Intraday Transaction that is accepted: the number assigned to the Transaction and the date on which the Transaction will be activated or deleted.

RTE Notifies the User its List of Transactions based on the model in APPENDIX 7 updated after each accepted request.

3.6.4 Naming a Balance Responsible Entity

In APPENDIX 5, the User names the Balance Responsible Entity to which each Periodic and each Daily Transaction is attached.

In APPENDIX 6, the User names the Balance Responsible Entity to whom his Intraday Transaction will be attached.

Periodic and Daily Import and Export Transactions on the same Interconnection must be attached to the same Balance Responsible Entity.

If the User has not designated himself to be Balance Responsible Entity, he shall give RTE Notification of the corresponding Attachment Agreement (APPENDIX 4).

The aforementioned Transactions are then counted in the Balance Perimeter concerned.

Any Transaction not attached to a Balance Responsible Scope, for any reason whatsoever, will be terminated immediately by RTE until the said transaction is attached to a Balance Responsible Scope.

3.6.5 Change of Balance Responsible Entity

3.6.5.1 Change of Balance Responsible Entity by the User

If the User wishes to change Balance Responsible Entity, he will Notify RTE as soon as possible of the change and the identity of the new Balance Responsible Entity, by fax, together with written confirmation by registered mail with acknowledgement of receipt.

If the User has not designated himself as the new Balance Responsible Entity, he will send RTE Notification of the new Attachment Agreement signed with the new Balance Responsible Entity (based on the model provided in APPENDIX 4).

If Notification is received by RTE at least 7 Days before the end of Month M, the change of Balance Responsible Entity will take place on the 1st Day of Month M+1. If Notification is received less than 7 Days before the end of Month M, the change of Balance Responsible Entity will take place on the 1st Day of Month M+2.

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Within 5 days of receiving Notification from the User, RTE will Notify the Balance Responsible Entity to which the Transaction concerned is currently attached, that the Transaction is to be withdrawn from his Perimeter, together with the date on which the withdrawal will take place. At the same time and under the same conditions, RTE will inform the new Balance Responsible Entity of the date on which the Transaction is to be attached to his Perimeter.

If the User has not designated himself as the new Balance Responsible Entity and has not Notified RTE by registered mail with acknowledgement of any Attachment Agreement(s), RTE will terminate the Transactions concerned, as per Article 9.7.

3.6.5.2 Withdrawal of one or more Transactions at the initiative of the Balance Responsible Entity

If a Balance Responsible Entity asks RTE to withdraw one or more User Transactions from his Perimeter, RTE will Notify the User concerned, stipulating the date on which the withdrawal will come into effect.

If RTE receives Notification of the withdrawal of a Transaction by the Balance Responsible Entity at least 7 Days before the end of Month M, the change of Balance Responsible Scope will take effect on the 1st Day of Month M+2. If Notification is received less than 7 Days before the end of Month M, the change in the Balance Perimeter will take effect on the 1st Day of Month M+3.

The User shall Notify RTE by fax, with confirmation by registered mail with acknowledgement, of the name of the new Balance Responsible Entity. If the User does not designate himself as the new Balance Responsible Entity, he shall provide the Attachment Agreement signed with the new Balance Responsible Entity (as per APPENDIX 4).

If the User has not designated himself as the new Balance Responsible Entity or has not Notified RTE by registered mail with acknowledgement of any Attachment Agreement(s), RTE will terminate the Transaction(s) concerned, in compliance with Article 9.7.

3.6.5.3 Exclusion by RTE of one or more Transactions in the event of termination of the Balance Responsible Entity's Participation Agreement

If RTE terminates the Balance Responsible Entity's Participation Agreement to which one or more of the User's Transactions are attached, it will give Notify the User of this as soon as possible. The User has a period of 10 Days beginning at the date appearing on the Notification to designate himself as the new Balance Responsible Entity or to Notify RTE, with confirmation by registered mail and acknowledgement, of a new Attachment Agreement for the Transaction(s) concerned (as per APPENDIX 4).

If RTE has not received any such Notification from the User by the end of this period, RTE will terminate the Transaction(s) concerned, in accordance with the terms of Article 0.

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4 CONDITIONS FOR OPERATIONAL EXCHANGES

Operational exchanges between the Parties, as defined in the following Articles, are Notified:

- According to the conditions defined in Article 9.1; or
- Via the RTE Website; or
- Via the RTE Information System as per Article 0.

Where operational exchanges are carried out by telephone, RTE may be authorised to record the telephone conversations, in accordance with:

- An authorisation issued by the Secretary General for National Defence;
- A statutory act concerning the creation of an automated processing system for nominative information, whose purpose is to record telephone conversations, as published in the official gazette of the Secretary of State for Industry. This act was promulgated after hearing the opinion of the National Commission for Computerisation and Personal Liberty;

In accordance with Law n°78-17 of 6 January 1978 relative to information technology, files and freedoms, the User has a right to oppose, access, rectify and delete data concerning him.

Recordings are kept for a period of two months.

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5 NOMINATION PROCESS

5.1 NOMINATION OF PERIODIC TRANSACTIONS

The conditions relating to Periodic Nominations for the interconnection with England are set down in the IFA Access Rules.

For the other borders, the User Notifies RTE of the Periodic Programme for each of his Periodic Transactions containing the information described in the message specified by RTE in the IS Rules.

As per Article 0, Nomination may only be carried out by Certificate Holders designated by the User.

To be valid, the Periodic Programme must comply with the message specified by RTE in the IS Rules, and sent in accordance with the IS Rules within the deadlines defined in paragraph 1.

In the case of a transfer, the Capacity transferred is Nominated according to the conditions described in this chapter.

The Periodic Programme for Day D must be Notified by the User no later than the following times on Day D-1:

- 07:00 for Italy;
- 07:45 for Spain;
- 08:15 for Germany and Belgium;
- 08:30 for Switzerland.

Users may submit their Nominations from D-15, where D is the day of delivery. However, the validity check performed on Nominations in respect of rights acquired by the User shall only be performed once Programming Authorisations have been sent. Nominations can be corrected until the Daily Gate. They are made via RTE's IT system pursuant to Article 0.

RTE will only take the last valid Periodic Programme received into account.

If a Periodic Programme is not sent in the required format and by the specified deadline, the User is deemed to have Notified a zero Programme to RTE for all Hourly Periods of Day D.

Once the Programming Authorisations have been sent, for each valid Nomination received, functional Acknowledgement of Receipt is sent to Users:

- Affirmative if the Nomination is lower than or equal to the Programming Authorisation;
- Negative if the Nomination is greater than the Programming Authorisation, even if only for one Hourly Period.

The User reaches agreement with the neighbouring System Operators concerned for implementing Periodic Programmes. If he fails to do this, RTE reserves the right, in agreement with the neighbouring System Operators concerned, to revise the Periodic Programmes. In any such event, the User has no right to claim compensation of any kind. The User is informed of the new Periodic Programme if any changes are made. If RTE modifies the User's Periodic Programme, a payment of 1500 euros (excl. VAT) will be paid for each Transaction adjusted to cover the costs incurred.

In the case of an error in a Periodic Programme for a Periodic Transaction, the User may ask RTE if it is able exceptionally, after the gate concerned has closed, to accept a new Nomination for the Periodic Programme concerned.

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This request must in all cases be made before RTE and the neighbouring System Operator have reached agreement on all Periodic Programmes on the Interconnection concerned. This request may not be taken into account in the event of a failure in the RTE Information System.

If RTE authorises the User to correct his Nomination, this correction shall give rise to a payment of 1500 euros (excl. VAT), for each Transaction corrected, to cover the costs incurred.

A recap of the matched Programmes for Day D is sent at the end of Day D-1.

5.2 NOMINATION OF DAILY TRANSACTIONS

The conditions relating to Daily Nominations for the interconnection with England are set down in the IFA Access Rules.

For the other borders, for his Daily Transactions, the User Notifies to RTE a Daily Programme containing the information described in the message specified by RTE in the IS Rules.

As per Article 0, Nomination may only be carried out by Certificate Holders designated by the User.

In order to be valid, the Daily Programme must comply with the message specified by RTE in the IS Rules and must be sent in accordance with the IS Rules, within the deadlines defined in paragraph 1.

Users may submit their Nominations from D-15, where D is the day of delivery. However, the validity check performed on Nominations in respect of rights acquired by the User shall only be performed once Programming Authorisations have been sent. Nominations can be corrected until the Daily Gate. They are made via RTE's IT system pursuant to Article 0.

The Daily Programme for Day D must be Notified by the User no later than the following times on Day D-1:

- 12:45 for Italy;
- 14:30 for Switzerland;
- 15:00 for Spain.

RTE will only take the last valid Daily Programme received into account.

If a Daily Programme is not sent in the required format and by the specified deadline, the User is deemed to have Notified a zero Daily Programme to RTE for all Hourly Periods of Day D.

Once the Programming Authorisations have been sent, for each valid Nomination received, functional Acknowledgement of Receipt is sent to Users:

- Affirmative if the Nomination is lower than or equal to the Programming Authorisation;
- Negative if the Nomination is greater than the Programming Authorisation, even if only for one Hourly Period.

The User reaches agreement with the neighbouring System Operators concerned for implementing Daily Programmes. If he fails to do this, RTE reserves the right, in agreement with the neighbouring System Operators concerned, to revise the Daily Programmes. In any such event, the User has no right to claim compensation of any kind. The User is informed of the new Daily Programme if any changes are made. If RTE modifies the User's Daily Programme, a payment of 1500 euros (excl. VAT) will be paid for each Transaction adjusted to cover the costs incurred.

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If there is an error in a Daily Programme concerning a Daily Transaction, the User may ask RTE if it is able exceptionally, after the gate concerned has closed, to accept a new Nomination for the Daily Programme concerned.

This request must in all cases be made before RTE and the neighbouring System Operator have reached agreement on all Daily Programmes on the Interconnection concerned. This request may not be taken into account in the event of a failure in the RTE Information System.

If RTE authorises the User to correct his Nomination, this correction shall give rise to a payment of 1500 euros (excl. VAT), for each Transaction corrected, to cover the costs incurred.

A recap of the matched Programmes for Day D is sent at the end of Day D-1.

5.3 NOMINATION OF INTRADAY TRANSACTIONS

5.3.1 Interconnections with Belgium

For the interconnection with Belgium, 12 Interconnection Gates are proposed at the following times:

Interconnection Gate (G)	Deadline by which RTE must send Intraday Access Authorisations (G+30mins)	Deadline by which RTE must receive Nominations (G+1hr)	Deadline by which RTE must send definitive Intraday Access Authorisations (G+1hr 45mins)	Delivery Period (start G+2Hrs)
D-1 21:00	D-1 21:30	D-1 22:00	D-1 22:45	00:00 – 24:00 (exception G+3hrs)
D-1 23:00	D-1 23:30	00:00	00:45	01:00 – 24:00
01:00	01:30	02:00	02:45	03:00 – 24:00
03:00	03:30	04:00	04:45	05:00 – 24:00
05:00	05:30	06:00	06:45	07:00 – 24:00
07:00	07:30	08:00	08:45	09:00 – 24:00
09:00	09:30	10:00	10:45	11:00 – 24:00
11:00	11:30	12:00	12:45	13:00 – 24:00
13:00	13:30	14:00	14:45	15:00 – 24:00
15:00	15:30	16:00	16:45	17:00 – 24:00
17:00	17:30	18:00	18:45	19:00 – 24:00
19:00	19:30	20:00	20:45	21:00 – 24:00

No earlier than receiving the Intraday Access Authorisation, and no later than 1 Hour after the Interconnection Gate times, the User Notifies RTE of his Intraday Programme.

As per Article 0, Nomination may only be carried out by Certificate Holders designated by the User.

To be valid, the Intraday Programme must comply with the message specified by RTE in the IS Rules, and sent in accordance with the IS Rules within the deadlines defined in paragraph 1.

If the User has Notified several Intraday Programmes for an Intraday Access Authorisation, RTE only takes into account the last valid Intraday Programme received before the deadline.

For each Intraday Programme, the power per Hourly Period mentioned in the Notification may not exceed the power per Hourly Period Notified by RTE in the corresponding Intraday Access Authorisation. Otherwise, it will be rejected by RTE.

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The User reaches agreement with the neighbouring System Operators concerned for implementing Intraday Programmes. In the event of inconsistency between the Intraday Programmes on either side of a border, RTE reserves the right, in agreement with the neighbouring System Operators concerned, to revise the Intraday Programmes. In any such event, the User has no right to claim compensation of any kind. The User is informed of the new Intraday Programme if any changes are made. If RTE modifies the User's Intraday Programme, a payment of 1500 euros (excl. VAT) will be paid for each Transaction adjusted to cover the costs incurred.

No earlier than receiving Programme Nominations, and no later than 1 Hour 45 minutes after the Interconnection Gate time, RTE Notifies the User of the following:

- The rejection of the Intraday Programme; or
- The partial acceptance of the Intraday Programme; or
- The acceptance of the Intraday Programme.

Functional Acknowledgment of Receipt shall be sent to Users once Programming Authorisations have been sent and for each valid Nomination received:

- Positive where the Nomination is lower than or equal to the Programming Authorisation;
- Negative where the Nomination is greater than the Programming Authorisation, even over a single Hourly Period.

The User may send RTE written Notification requesting justification for the refusal of its Intraday Programme. RTE will Notify its reply one month at the latest after receipt of the User's Notification.

In the case of an error in an Intraday Programme for an Intraday Transaction, the User may ask RTE if it is able exceptionally, after the gate concerned has closed, to accept a new Nomination for the Intraday Programme concerned.

This request must in all cases be made before RTE and the neighbouring System Operator have reached agreement on all Intraday Programmes for the Gate concerned and on the Interconnection concerned. This request may not be taken into account in the event of a failure in the RTE Information System.

If RTE authorises the User to correct his Nomination, this correction shall give rise to a payment of 1500 euros (excl. VAT), for each Transaction corrected, to cover the costs incurred.

5.3.2 Interconnections with England, Germany, Spain and Switzerland

The conditions relating to Intraday Nominations for the interconnections with England, Germany, Spain and Switzerland are set down in the IFA access rules, the IFD Intraday rules, IFE rules and IFS Intraday Rules respectively.

5.3.3 Interconnection with Italy

In order to facilitate operation process, Intraday Programs Nominations on France-Italy border are performed **only** on TERNA side, the Italian TSO. Intraday Transaction creation with RTE is only needed to link intraday Programs with a Balance Responsible Entity.

Nominations of Intraday Programs performed on TERNA side shall respect Programming Authorizations issued by CASC following explicit auctions as stipulated in the Intraday Auction Rules on the North Italian Borders.

Gate closures for nominating Intraday Programs on TERNA side are explained in the Italian Congestion Management Rules of the Italian TSO; for information, these gate closures are set at 15:30 in D-1 and 12:35 in D.

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5.4 FAILURE TO NOMINATE

For the timeframes and the borders (except France-England) for which Nomination is required, failure by the User to make a Nomination within the above-stated deadline shall be deemed to constitute Notification of a null Programme.

The consequences of a partial or total non-use of the intraday capacities are described in the Allocation Rules specific to each Interconnection.

5.5 NOMINATION TIMES UPON APPLICATION OF DAYLIGHT SAVING TIME

Except for the France-England and France-Italy interconnections, on days when the official time changes (application of daylight saving time), RTE will send a communication to Users explaining the procedure for nominations on these days.

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6 FIRMNESS OF PROGRAMMES ACCEPTED BY RTE

Except for the France-England interconnection and in case of Force Majeure, RTE guarantees the firmness of the Programmes accepted, after Matching with the other neighbouring System Operators.

The terms of this guarantee by RTE and the related compensation mechanisms due to reductions are detailed, where applicable, in the Allocation Rules.

All reductions in Programmes are taken into consideration when calculating Imbalances on the Perimeters of Balance Responsible Entities to which the Transactions of Users are attached.

In the event of a reduction due to Force Majeure, all of the Programmes corresponding to the Periodic, Daily (including those corresponding to market coupling) and Intraday transactions will be reduced on a pro rata basis.

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7 DOWNGRADED MODES

The following Articles 7.1 and 7.2 apply for all the borders, except for the France-England interconnection.

7.1 DOWNGRADED MODE FOLLOWING UNAVAILABILITY OF THE RTE INFORMATION SYSTEM

Downgraded mode applies to situations in which the RTE Information System is unable to carry out its functions correctly.

7.1.1 Downgraded mode on D-1

If downgraded mode is adopted on D-1, RTE Notifies the User by email or fax of the time at which the switch to downgraded mode takes place, along with instructions to be followed for Notifying Nominations.

RTE Notifies the User by email of the time at which downgraded mode ends.

7.1.1.1 Scheduled Unavailability

Certain maintenance operations may result in the Information System becoming temporarily unavailable. RTE will strive to minimise the disruption caused to the User.

7.1.1.2 Other types of Unavailability

For other situations where the IS is unavailable, RTE undertakes:

- To inform the User as quickly as possible;
- To send to the User a fax or email indicating the time at which downgraded mode began, together with instructions to be followed for making his Nominations.
- To Notify the User of the time at which downgraded mode will end.

7.1.2 Downgraded mode - intraday

7.1.2.1 Scheduled Unavailability

Certain maintenance operations may result in the Information System becoming temporarily unavailable on an intraday basis. RTE will strive to minimise the disruption caused to the User.

Where unavailability results in the removal of one or more Interconnection Gates, RTE will inform the User with reasonable notice.

7.1.2.2 Other types of Unavailability

For other situations where the IS is unavailable on an intraday basis, RTE undertakes:

- To inform the User as quickly as possible;
- To send to the User a fax or email indicating the time at which downgraded mode began, together with instructions to be followed for making his Nominations.
- To Notify the User of the time at which downgraded mode will end, and also the time at which the next Interconnection Gate will re-open where applicable.

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As a last resort, in the event that downgraded mode is adopted due to unforeseen unavailability of the Information System, one or more Interconnection Gates may be removed.

RTE will strive to ensure that this unavailability does not exceed 60 hours per calendar year.

The removal of these Interconnection Gates (with the exception of those for the France-England and France-Spain Interconnections which are governed by specific rules) shall not give rise to any compensation from RTE.

7.2 DOWNGRADED MODE FOR CWE MARKET COUPLING

In the event where it is impossible to implement CWE Market Coupling a downgraded mode is applied, according to conditions defined in the CWE/CSE/Switzerland Allocation Rules.

This downgraded mode consists to explicitly allocate daily Capacity on the France-Germany and France-Belgium borders. Users who have acquired Capacity must Nominate their Import and/or Export Programme, in accordance with the principles set forth in Articles 5.2 of the Rules and in the CWE/CSE/Switzerland Allocation Rules. The Nomination Time is specified to User by means of a specific communication.

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8 INVOICING AND PAYMENT CONDITIONS

8.1 INVOICES

No later than the 30th of each month M, RTE sends the User the invoices corresponding to the costs incurred due to the correction of a Nomination after closure of the gate, as indicated in Articles 5.1and 5.2. These invoices shall be sent by Notification.

Invoices are sent to the User via the aforementioned Notification process, at the address indicated on the Participation Agreement.

The User may Notify RTE of any possible change in his invoice address. This change will take effect on the 1st Day of month M+1, on condition that Notification of this change of address has been received at least 7 Days before the end of Month M.

8.2 INVOICE DISPUTES

Any claims made relative to an invoice shall be Notified by registered mail with acknowledgement to RTE within thirty (30) Days of the invoice's date of issue. If no claim is made by the end of this period, the invoice will be deemed to have been accepted by the User. The Notification of a claim does not suspend any obligation to pay the sums invoiced.
If the claim proves to be justified, the reimbursement is made as per the terms of Article 8.4.

8.3 PAYMENT CONDITIONS

The User pays RTE the sums invoiced within 30 Days of the date of issue of the invoice, by bank transfer to the account specified by RTE in the Participation Agreement. If the User adopts a direct debit system, the sums invoiced will be debited on the thirtieth (30th) Day after the invoice's date of issue.

Any bank charges relative to the settlement of the invoice are at the User's expense.

In the event of payment by bank transfer, the User will ensure that his bank transmits the corresponding invoice number with the payment order. In the event of a SWIFT transfer, the User undertakes to ensure that the invoice number is specified on the line "Payment reason". The absence of an invoice number means that RTE must identify the transfers made to its account manually. Such manual identification will give rise to an administrative fee of 100 Euros, plus any duties and taxes in force.

A payment is deemed to be made on the Day on which it appears on RTE's bank statement, which is consulted each worked Day, provided the User has specified an exact invoice number reference.

The User is responsible for anticipating bank processing and payment registration times. RTE will make every effort to minimise these times, but may not be held responsible if a period of two worked days elapses between the point at which the User makes payment (as defined in the paragraph above) and the point at which it is registered by RTE.

8.4 LATE PAYMENT AND INTEREST ON ARREARS

If full payment is not received by the specified deadline, RTE will register a "payment incident", and will send the User an official reminder (by Notification) including official notice to pay.

If the amounts invoiced are not paid in full by the specified deadline, such amounts will be subject to interest without any further Notification of notice to pay being required.

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The rate of interest, determined on the Day on which the invoice is sent, is equal to the interest rate applied by the European Central Bank at its most recent refinancing operation, plus 10 points.

This interest is calculated from the first Day following the due date, until the date on which the invoice is paid in full.

This interest will be increased to include any applicable taxes and levies.

The minimum amount of this interest is fixed at 140 Euros plus tax.

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9 GENERAL PROVISIONS

9.1 NOTIFICATIONS

All Notifications made under the Rules shall be sent to the address specified in the Participation Agreement or to any other address specified by one Party to the other Party, subject to stipulations laid down in Article 8.1.

All Notifications shall be made by registered mail with acknowledgement or, if no specific form is required by the Rules, by any other means that enables the date of reception by the receiving Party to be certified.

9.2 TRANSFER OF RIGHTS AND OBLIGATIONS

Neither Party may transfer, in any way, any of the rights and obligations arising from the Participation Agreement without prior written consent from the other Party.

In the event of change to the User's legal status, such as a merger / takeover or a change in the company name, the User Notifies RTE of this change by registered letter with acknowledgement, as soon as possible and in all cases at least 15 Days before the said change is to take effect.

9.3 INTELLECTUAL PROPERTY

The signature of a Participation Agreement does not confer any rights to either Party to patents, knowledge or any other form of intellectual property concerning information or tools made available by the other Party under the terms of the Rules.

9.4 CONFIDENTIALITY

In compliance with the provisions of Decree n° 2001-630 of 16 July 2001 relative to the confidentiality of information held by the operators of public power transmission or distribution networks, and with Article L111-72 of the French Energy Code (“Code de l’énergie”), the Participation Agreement and any other information exchanged relative to its preparation and application, are confidential.

Moreover, each party will determine by all means available any other information of any type or on any support, which it considers confidential.

Without prejudice to the aforementioned statutory and legal provisions, the Party which receives such confidential information, may only use it within the framework of application of the Participation Agreement. He may not disclose such information to a third party without the other Party's prior written consent and subject to the said third party making the same undertakings of confidentiality as stipulated in Article 9.4.

These stipulations do not affect:

- requests for disclosure received by Regulators, governments and/or any other administrative authority which may request such disclosure as part of its official missions; the Party approached by the administrative authority in question informs the other Party of this request as soon as possible;
- requests for disclosure received from courts and tribunals which may request such disclosure for technical or security reasons;
- the exchange of information between System Operators and/or Auction Operators for the purpose of accomplishing their missions or under contracts and/or rules with foreign System Operators;

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- the transmission of information by System Operators to their legal, technical or other advisors, provided the said advisors have no interests in production, supply or any other activities relating to the energy market;

provided, in each of these cases, that the recipient of the information makes and/or has made the same confidentiality commitments as those laid down in this Article.

Each Party undertakes to take all the measures necessary to ensure compliance with the present obligation to confidentiality by its staff. These conditions do not affect the rights conferred upon RTE by the aforementioned decree to disclose certain information. To this end, the User duly authorises RTE to disclose to a third party, any information detailed in the 1st Article of the aforementioned decree where this disclosure is required for the execution of the Participation Agreement.

Each Party shall Notify the other Party as soon as possible of any breach of the obligations arising from the present Article 9.4.

The obligations arising from this Article 9.4 are not applicable:

- If the Party which receives the information can prove that at the time of disclosure, the said information was already publicly available;
- If the receiving Party provides proof that, since the time of disclosure, the said information has been legally received from a third party or has become publicly available.

The Parties undertake to respect the present confidentiality obligation throughout the duration of the Participation Agreement and for a further period of 5 years following termination of the said agreement.

9.5 FORCE MAJEURE

A Force Majeure event refers to any unforeseen, uncontrollable and external event, which renders the execution of all or part of one of the Party's contractual obligations impossible.

In addition, as per the terms and conditions applicable to RTE, the following circumstances are considered as Force Majeure Events by the Parties:

- Wilful destruction due to acts of war, rioting, looting, sabotage, attacks or illegal damage;
- Damage caused by accidental and uncontrollable events attributable to third parties, such as fires, explosions or plane crashes;
- Natural disasters as defined by amended Law n° 82-600 of 13th July 1982, i.e. direct material damage caused by the abnormal intensity of a natural agent, where customary measures to prevent such damage could not prevent their occurrence or could not be implemented;
- Atmospheric phenomena considered to be irresistible due to their cause or on account of their size, to which electricity networks, notably overhead networks, are especially vulnerable (e.g. frost, snow, high winds), where, in one day and due to the same cause, at least 100,000 customers supplied by the PTS and/or the distribution networks are deprived of electricity;
- Power cuts due to work stoppages by personnel, where such cuts have the general characteristics of Force Majeure;
- The shutdown of equipment imposed by the public authorities for defence or public safety reasons;
- Sudden, unplanned and simultaneous unavailability of several generating installations.

The Party which invokes Force Majeure shall send the other Party Notification as quickly as possible, describing the Force Majeure event and its probable duration.

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

If a Force Majeure event lasts for more than thirty (30) Days, RTE may suspend the User's Entitlement and/or the User may request withdrawal of his Entitlement, if the Force Majeure event affects the Parties' essential obligations under the present Rules. Any such suspension or request for withdrawal of Entitlement shall be Notified to the other Party by registered mail with acknowledgement. The withdrawal or suspension of Entitlement will take effect on the date of reception of the said Notification.

Withdrawal of Entitlement due to Force Majeure shall automatically result in the termination of the Participation Agreement for the present Rules.

9.6 LIABILITY

Each Party is liable only for any direct material loss to the other Party.

However, neither Party may under any circumstances be held liable by the other Party for damage which is indirect and immaterial, such as – though this list is not exhaustive – loss of profit, loss of earnings, loss of revenues, contracts or capital gains.

The Party which considers that it has sustained damage shall inform the other Party by Notification, within a period of 10 Days following the appearance of the said damage.

9.7 TERMINATION

9.7.1 Termination by RTE

9.7.1.1 Of the Participation Agreement

RTE may terminate the Participation Agreement by sending Notification by registered mail with acknowledgement if:

- The User no longer meets the conditions stipulated in Article 3.1;
- The User has not returned the Participation Agreement under the conditions stipulated in Article 9.1;
- The User has not had any Transactions for at least 6 months.

The Participation Agreement will be terminated automatically if the User's Entitlement is withdrawn as per Article 3.5.2.

Termination will be effective 10 days after the User has received Notification of the said termination.

9.7.1.2 Of one or more Transactions

In accordance with Article 3.6.5, RTE may terminate, by Notification by registered letter with acknowledgement, one or more of the User's Transactions if they are no longer attached to a Balance Perimeter. Termination will be effective 10 days after the User has received Notification of the said termination.

Such termination does not terminate the Participation Agreement or the other Transactions, which are on the List of Transactions, except when it concerns the last Transaction.

9.7.2 Termination by the User

The User may terminate the Participation Agreement or one or more Transactions at any time through Notification by registered mail with acknowledgement, using the appendices

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provided for this purpose (APPENDIX 9, APPENDIX 5, and APPENDIX 6). Termination will be effective 10 days after RTE has received Notification of the said termination.

The User may terminate the Participation Agreement by sending Notification by registered mail with acknowledgement, which is effective immediately upon reception by RTE, if RTE has not respected one or more of its contractual obligations and if the User has served notice, by Notification in the form of registered mail with acknowledgement, requesting that such obligations be respected and the said request has remained without any response for 10 Days.

The User may terminate the Participation Agreement under the terms of Article 3.5.2.2.

9.7.3 Termination in case of an Event of Force Majeure

Either Party may terminate the Participation Agreement or one or more Transactions under conditions laid out in Article 9.5.

9.8 TERRITORIAL APPLICATION OF THE RULES

The Participation Agreements and the provisions of the Rules are applicable throughout the French metropolitan territory. They are not applicable in French overseas territories and departments or in Corsica.

9.9 APPLICABLE LAW AND LANGUAGE

The Participation Agreement is governed by French law.

Notwithstanding any translations that may be made of the present document, whether signed or not, the sole applicable language for questions of interpretation or application of the Participation Agreement is French.

9.10 SETTLEMENT OF DISPUTES

In the event of a dispute concerning the interpretation or execution of the Participation Agreement and/or the Rules, the Parties undertake to meet in the aim of identifying an amicable solution.

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

- The Participation Agreement reference;
- The reason for the dispute;
- A proposal for a future meeting with a view to an amicable settlement to the dispute.

If no agreement is reached or no response received within a period of 30 Days from the date of the aforementioned Notification, in accordance with Article L134-19 of the French Energy Code (“Code de l’énergie”), the requesting Party may refer the matter to CRE.

For all other types of dispute, or if the Parties do not wish to refer the matter to CRE, and if no agreement is found within a period of 30 Days from the date of the aforementioned Notification, either Party may refer the matter to the Commercial Court which is competent for the elected residence of RTE.

9.11 RULES AMENDMENT PROCEDURE

The gradual construction of the European Union electricity internal market entails technical, economic and regulatory changes, which require the Rules to be adapted continuously.

Cooperation with market players and consultation on new draft versions of the Rules will give actors the possibility, within a minimum period of 10 days, to submit their comments and

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suggestions for changes to these versions to RTE, it being stipulated that the definitive version will take these comments and suggestions into account as far as possible.

The amended Rules become effective after approval from the CRE and after publication on the RTE website.

Amendments to the Rules shall not affect the validity of the Participation Agreement signed by the User for participation in the Rules. This Agreement continues to apply and entails acceptance of the amendments made to the Rules, without prejudice to the User's right to request the withdrawal of his Entitlement as per 3.5.2.2.

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10 SPECIAL CONDITIONS CONCERNING INTERCONNECTIONS

Where specific rules including terms relating to Nomination are implemented on a given Interconnection, they shall take precedence over the present Rules.

Clauses of the Rules that are not amended by the said specific rules apply to RTE and the User.

10.1 INTERCONNECTION WITH ENGLAND

A set of specific rules, referred to as the IFA Access Rules, govern access to the France-England Interconnection, and notably include provisions relating to Nomination.

10.2 INTERCONNECTION WITH BELGIUM AND GERMANY

10.2.1 TSO breakdown for the France-Germany border

The User is no longer required to Notify a breakdown between the two German TSOs (EnBW and Amprion) for his Periodic and Daily Transactions.

10.2.2 Users shall not Nominate Intraday Transactions to RTE on France-Germany

IFD Intraday rules stipulate that Users make Capacity Requests to a capacity allocation platform, and that Allocated Capacity must be used to its full amount by Users. These rules precise that there is no Nomination step to RTE.

10.2.3 Transactions

By dispensation from the preceding Articles, annual and monthly Transactions are used for Nominations in place of Periodic Transactions.

The User may only benefit from a single annual Transaction and a single monthly Transaction on the France-Belgium Interconnection, and a single annual Transaction and a single monthly Transaction on the France-Germany Interconnection. To be able to participate in Daily Auctions in the event of unavailability of Market Coupling, the User must have a Daily Transaction for the border-direction France-Belgium, a Daily Transaction for the border-direction Belgium-France and a Daily Transaction for the France-Germany border for each of the two German TSOs, Amprion and EnBW.

10.2.4 EIC Codes

Provisionally, a User who holds several EIC Codes in Germany may, if he so wishes, use two EIC Codes on the France-Germany interconnection, one for Nominating his Periodic and Daily Programmes and the other for Nominating his Intraday Programmes, provided he holds a Participation Agreement for the CWE/CSE/Switzerland Allocation Rules and a Participation Agreement for the IFD Intraday Rules.

10.3 INTERCONNECTION WITH SWITZERLAND

10.3.1 Users shall not Nominate Intraday Transactions to RTE on France-Switzerland border

IFS Intraday Rules stipulate that Users make Capacity Requests to a capacity allocation platform, and that Allocated Capacity must be used to its full amount by Users. These rules precise that there is no Nomination step to RTE.

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10.3.2 Transactions

By dispensation from the preceding Articles, annual and monthly Transactions are used for Nominations in place of Periodic Transactions. The User may only benefit from a single annual Transaction per Border-Direction and a single monthly Transaction per Border-Direction on the France-Switzerland Interconnection.

10.4 INTERCONNECTION WITH SPAIN

For Counterparty Notifications, the User must refer to the IFE Rules.

10.5 INTERCONNECTION WITH ITALY

The designation of the Counterparties is made during the Nomination.

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APPENDIX 1 REQUEST TO CONCLUDE A PARTICIPATION AGREEMENT

Company information:

Company name:

Company object:

Registered address:

Capital of ……. €

EIC code:

Registration n° in the trade and business register (or equivalent for foreign companies) of [*location*]:

Intracommunity VAT n°:

Payment method: bank transfer

direct debit*(only possible for companies based in France)*

Bank details:

Bank Code

Sort Code

Account Number

Key

Name and capacity of the legal representative:

Statement made by the company:

The company_____states that it is not in liquidation, bankruptcy without capacity to carry out its activities, legal transfer or any similar situation arising from applicable proceedings of the same nature that exist within its national legislation or regulations.

The company_____states that it is:

- ❑ A Producer in France and holder of a licence to operate under Article L311-15 of the French Energy Code (“Code de l’énergie”) or
- ❑ An eligible customer within the meaning of Directive 2009/72/EC repealing Directive 2003/54/EC or of any text transposing said directive applicable to the site of delivery.

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- A legal entity possessing the required authorisation within at least one member state of the European Economic Area for trading electrical energy.

Legal entities wishing to adhere to the Rules may not hold more than one Participation Agreement.

Documents to be attached:

- Power of attorney and/or signature of the company's legal representative(s).
- Sample signature for each of the company's representatives.
- Certificate including the list of parties Affiliated to the User, based on the model provided below.
- Appendix 3 including contact details for the User and RTE.

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Certificate concerning the list of parties Affiliated to the User

I, the undersigned, *[give name and forename]*, acting as the legal representative of the company *[give company name and form]*, with capital of *[give amount]*_€, having its registered offices at _____*[give full address]*, registered under the number _____*[Trade and Businesses Register n° and Town]* hereby certify that the parties Affiliated to the company [*give company name and form]* are as follows:

[*Give Town, date*]

Signature:

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APPENDIX 2 PARTICIPATION AGREEMENT IN THE RULES ON ACCESS TO THE FRENCH PUBLIC POWER TRANSMISSION SYSTEM FOR IMPORTS AND EXPORTS

PARTICIPATION AGREEMENT N°_____

BETWEEN

XXX, a company *[give company form]*, with capital of ____ €, having its registered offices at _____*[give full address]*, registered under the number _____*[Trade and Business Register n° and Town]* and with the intracommunity VAT n° _____ represented by [name, first name] acting in his/her capacity as [indicate capacity],

Hereafter known as "User".

OF THE FIRST PART

AND

RTE Réseau de transport d'électricité, SA Tour Initiale, 1 Terrasse Bellini - TSA 41000 - 92919 Paris La Défense Cedex, identified under the number n°444 619 258 in the Nanterre Trade and Business Register, represented by [.....] acting in his capacity as Director of the National Dispatching Centre (CNES),

Hereafter known as "RTE"

OF THE SECOND PART,

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

The following has been agreed and decided:

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PREAMBLE

With the adoption of Directive 2003/54/EC and Regulation n° 1228/2003 of 26 June 2003, and then with the adoption of Directive 2009/72/EC and Regulation n°714/2009 of 13 July 2009, the European Union has introduced rules aimed at ensuring the proper running of the internal market and the completion of a competitive electricity market for generators, suppliers and consumers of electricity, irrespective of their location within the EC.

Within this framework, RTE is creating mechanisms for international exchanges of electricity, which are the subject to the Rules.

As a consequence, the Parties have come together and agreed the following:

ARTICLE 1. DEFINITIONS

All the words or groups of words used in the present Participation Agreement whose first letter is a capital letter have the meaning that has been given to them in the Rules, as published on the RTE Web site.

ARTICLE 2. PURPOSE

In signing this Participation Agreement, the User declares that he/she is aware of and agrees to abide by the Rules.

ARTICLE 3. CONTRACTUAL DOCUMENTS

The contractual documents binding the Parties are as follows:

- The request for the conclusion of a Participation Agreement and attached documents;
- The Rules;
- The present Participation Agreement.

These documents form the exclusive and entire nature of the agreement between the Parties relative to the conditions for access to the RPT for Imports and Exports. They nullify and replace any previous letters, proposals, offers and agreements concerning the same subject.

The order of importance and interpretation of these contractual documents is as follows, in decreasing order:

- The Participation Agreement;
- The request for a Participation Agreement and the specified attached documents;
- The Rules.

ARTICLE 4. BALANCE RESPONSIBLE ENTITY

In application of the Rules, the User declares that its Transactions are attached to the Scope of a Balance Responsible Entity named in the list of Transactions.

ARTICLE 5. INVOICING AND PAYMENT ADDRESSES

The Parties undertake to complete Appendix 3 with accurate Contact Details for the User and RTE and to update it whenever any change occurs in the said details. .

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ARTICLE 6. BANK DETAILS

All payments made by the User are to be credited to the following account:

Bank:	Société Générale
Agency:	Agence la Défense Entreprises, Tour Ariane 5, Place de la Pyramide 92088 Paris La Défense Cedex
Account Holder:	Réseau de Transport d'Electricité
Account N°:	FR76 30003 04170 00020122549 73
SWIFT Code:	SOGEFRPPLDE

ARTICLE 7. PAYMENT METHOD

The User opts to pay invoices issued by RTE by:

☐ bank transfer ☐ direct debit

ARTICLE 8. EFFECTIVE DATE, DURATION AND TERMINATION OF THE PARTICIPATION AGREEMENT

The present Participation Agreement comes into force on _____.

The agreement is for an unlimited period.

It may be terminated only by following the provisions set down in the Rules.

Signed in two original copies,

in_____ , (date) _____

For RTE:

Name and capacity of the legal representative:

_____

Signature:

_____

On behalf of the User:

Name and capacity of the legal representative:

_____

Signature:

_____

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APPENDIX 3 CONTACT DETAILS FOR THE USER AND RTE

USER CONTACT DETAILS:

EIC CODE:

Invoicing:

Contacts:	
Invoice address:	
Tel.:	
Fax number:	
Email:	

All correspondence

Contacts:	
Address:	
Tel.:	
Fax number:	
Email:	

Periodic Import and Export Programme Supervisor

Contacts:	
Tel.:	
Fax number:	
Email:	

Daily Import and Export Programme Supervisor

Contacts:	
Tel.:	
Fax number:	
Email:	

France-England Daily Import and Export Programme Supervisor

Contacts:	
Tel.:	
Fax number:	
Email:	

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Intraday Import and Export Programme Supervisor

Contacts:	
Tel.:	
Fax number:	
Email:	

RTE CONTACT DETAILS:

All correspondence

Contact:	
Address:	RTE – CNES Service Relations Clientèle Bâtiment La Rotonde 204, boulevard Anatole France 93206 Saint Denis Cedex 06 France
Tel.:	(33) 1 41 66 7000
Fax number:	(33) 1 41 66 72 65
Email:	marketservices@rte-france.com

Daily Import and Export Programme Supervisor (excl. IFA)

Contacts:	RTE Hotline
Tel.:	00 800 80 50 50 50 or 0810 80 50 50
e-mail:	rte-hotline@rte-france.com

Intraday Import and Export Programme Supervisor (excl. IFA)

Contacts:	RTE Hotline
Tel.:	00 800 80 50 50 50 or 0810 80 50 50
e-mail:	rte-hotline@rte-france.com

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APPENDIX 4 AGREEMENT FOR ATTACHMENT TO A BALANCE PERIMETER

BETWEEN:

XXXXX, _____ *[give the company form]*, with capital of € ____ , having its registered offices at _____ *[give full address]*, registered under the number _____*[Trade and Business Register and Town]*,

In its capacity as Balance Responsible Entity (holder of a Balancing Responsibility Contract agreed with RTE and dated ……..),

represented by [name, first name] acting in his/her capacity as [indicate capacity],

OF THE FIRST PART

AND

XXXXX, _____ *[give the company form]*, with capital of € ____ , having its registered offices at _____ *[give full address]*, registered under the number _____*[Trade and Business Register and Town]*,

represented by [name, first name] acting in his/her capacity as [indicate capacity], and holder of a Participation Agreement dated ……..,

OF THE SECOND PART,

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

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The Parties agree that the Transactions listed in the chart below attached to the Participation Agreement, agreed between YYYYY and RTE, are attached to the Balance Responsible Entity's Scope of XXXXX as of date ……..

Transaction Number*

For each Interconnection, the Transactions are attached to the same Balance Responsible Entity.

The present Attachment Agreement is concluded for an unlimited period.

The present Attachment Agreement may be terminated at any time:

≈ Unilaterally by one of the parties by sending Notification to RTE as per APPENDIX 9; or

≈ By RTE where one of the Parties loses its status as Balance Responsible Entity or User

according to the forms and conditions provided for in the latest version of the Rules in force, available on the RTE Web site: http://rte-france.com.

Signed in two original copies,

in ……., (date) …….

For XXX:

Name and capacity of the legal representative:

_____

Signature:

_____

For YYY:

Name and capacity of the legal representative:

_____

Signature:

_____

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APPENDIX 5 CREATION / CANCELLATION OF A PERIODIC / ANNUAL / MONTHLY / DAILY TRANSACTION

Number of pages: 1+

If you do not receive all the pages, let us know immediately.

EXPÉDITEUR/FROM:

SOCIETE/COMPANY NAME:

ADRESSE/ADDRESS:

TÉLÉPHONE/PHONE:

FAX:

DESTINATAIRE/TO:

ATTN:

CNES

FAX:

In application of Participation Agreement n° _____ _____ signed between XXX and RTE, XX wishes to obtain:

☐ the implementation of a Periodic / Annual / Monthly / Daily Transaction

Name of Balance Responsible Entity[1]	
Border-Direction concerned (indicate TSO for Germany)	

☐ the cancellation of a Periodic / Annual / Monthly / Daily Transaction:

Border-Direction concerned (indicate TSO for Germany)	

Name and capacity of signatory:

_____

Signature:

_____

[1] Supply Appendix 4 if the User is not the Balance Responsible Entity

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APPENDIX 6 CREATION / CANCELLATION OF AN INTRADAY TRANSACTION

Number of pages: 1+

If you do not receive all the pages, let us know immediately.

EXPÉDITEUR/FROM:

SOCIETE/COMPANY NAME:

ADRESSE/ADDRESS:

TÉLÉPHONE/PHONE:

FAX:

DESTINATAIRE/TO:

ATTN:

CNES

FAX:

In application of Participation Agreement n° _____ _____ signed between XXX and RTE, XX wishes to obtain:

☐ the implementation of an Intraday Transaction

Name of Balance Responsible Entity[1]

☐ the cancellation of an Intraday Transaction:

Name and capacity of signatory:

_____

Signature:

_____

[1] Supply Appendix 4 if the User is not the Balance Responsible Entity

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APPENDIX 7 LIST OF TRANSACTIONS

List of Transactions in the Participation Agreement N°_____

This list is updated each time a new Transaction is accepted by RTE.

Transactions for Import Capacity

Transaction number	Origin System Operator	Destination System Operator	Balance Responsible Entity	Validity start date
		RTE		
		RTE		

Transactions for Export Capacity

Transaction number	Origin System Operator	Destination System Operator	Balance Responsible Entity	Validity start date
	RTE			
	RTE			

IFA Transactions

BM Unit	Origin System Operator	Destination System Operator	Balance Responsible Entity	Validity start date

Transaction for Intraday Capacity

Name of Balance Responsible Entity	Validity start date

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APPENDIX 8 NOTIFICATION OF ENTITLEMENT

Under the terms of Participation Agreement n° _____, signed between RTE and the User XXX, the User is declared to be Entitled, with effect from xxx, to Nominate Import and Export Programmes.

This Entitlement remains valid as long as the User meets all the conditions described in the Article of the Rules entitled "Entitlement".

If at least one of the criteria is no longer satisfied, XXX shall lose his Entitlement with immediate effect, and shall consequently no longer be permitted to Nominate Import and Export Programmes. This change in status will be notified by RTE as soon as possible.

The Head of the Customer Relations Service at the CNES

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APPENDIX 9 FORM FOR A TERMINATION OF A PARTICIPATION AGREEMENT

Number of pages: 1+

If you do not receive all the pages, let us know immediately.

EXPÉDITEUR/FROM:

SOCIETE/COMPANY NAME:

ADRESSE/ADDRESS:

TÉLÉPHONE/PHONE:

FAX:

DESTINATAIRE/TO:

ATTN:

CNES

FAX:

Application to terminate Participation Agreement n°_____
between_____ *[give company name]* and RTE.

I, the undersigned, _____ *[give name and forename]*, acting as the legal representative of the company _____ *[give company name and form]*, having its registered offices at _____ [*give full address]*, in accordance with Article 3.5.2.2 of the "Access Rules for Imports and Exports on the French Public Power Transmission System", hereby request the termination of Participation Agreement n° _____ between _____*[give company name]* and RTE, dated _____*[give date of signature of the Participation Agreement]*.

Done in:

_____

On:

_____

Name and capacity of signatory:

_____

Signature:

_____

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