



## **Intraday Capacity Allocation Rules for the France-Belgium Interconnection (IFB Rules)**

**Version 2.0 [11/01/01]**

## CONTENTS

CHAPTER 1: COMMON PROVISIONS .....	4
Section I. Introduction .....	4
Article 1.01 Value of introduction .....	4
Article 1.02 General context .....	4
Article 1.03 Joint Operator of Intraday Allocations .....	4
Article 1.04 The IFB Rules .....	4
Article 1.05 Intraday Allocations .....	4
Article 1.06 Effective date of the IFB Rules .....	4
Section II. General points .....	5
Article 2.01 Definitions and interpretation .....	5
(a) Definitions .....	5
(b) Interpretation .....	8
Article 2.02 Joint Intraday Allocation Operator .....	8
Article 2.03 Intraday Allocations .....	8
Article 2.04 Available Capacities .....	9
Article 2.05 Basis on which Available Capacities are made available for Intraday Allocations .....	9
Article 2.06 Firmness of Capacities .....	9
Article 2.07 Firmness of Exchange Programmes .....	9
Article 2.08 Publications .....	9
Section III. Conditions for participating in Intraday Allocations .....	10
Article 3.01 Registration .....	10
(a) IFB Participation Agreement .....	10
(b) Participant Commitments .....	10
Article 3.02 Prerequisites .....	10
Article 3.03 Entitlement .....	10
Article 3.04 Suspension and withdrawal of Entitlement .....	10
(a) Suspension of Entitlement by the Joint Intraday Allocation Operator .....	10
(b) Withdrawal of Entitlement by the Joint Intraday Allocation Operator .....	11
(c) Withdrawal of Entitlement by the Participant .....	11
Section IV. General provisions .....	11
Article 4.01 Notifications .....	11
Article 4.02 Liability .....	12
Article 4.03 Transfer of rights and obligations .....	12
Article 4.04 Intellectual property .....	12
Article 4.05 Confidentiality .....	12
Article 4.06 Force Majeure .....	13
Article 4.07 Applicable law and language .....	13
Article 4.08 Settlement of disputes .....	13
Article 4.09 IFB Rules amendment procedure .....	14
CHAPTER 2: INTRADAY ALLOCATIONS .....	14
Section V. Intraday Allocations process .....	14
Article 5.01 Intraday Allocations process .....	14
Article 5.02 Submitting an Intraday Capacity Request .....	15
(a) Format of an Intraday Capacity Request .....	15

(b)	Mandate for submitting Intraday Capacity Requests .....	15
(c)	Limitation .....	15
Article 5.03	Downgraded Mode for Intraday Allocations and Gate cancellation .....	15
(a)	Scheduled unavailability .....	15
(b)	Unscheduled unavailability .....	15
Section VI.	Determining Allocated Capacities .....	16
Article 6.01	Method of determining Allocated Capacities .....	16
Section VII.	Rules on the use of Capacity .....	16
Article 7.01	Intraday Access Authorisation .....	16
Article 7.02	Use of Intraday Access Authorisations .....	17
(a)	Nomination .....	17
(b)	Use it or lose it .....	17
Article 7.03	Access to the Information System .....	17
APPENDIX 1	Participation Agreement for the Capacity Allocation Rules for the France-Belgium Interconnection (IFB Rules) .....	18
APPENDIX 2	List of the Joint Intraday Allocation Operator 's applications used to execute the IFB Rules	20
APPENDIX 3	Request for withdrawal of Entitlement on the France-Belgium Interconnection	21

# CHAPTER 1: COMMON PROVISIONS

## Section I. Introduction

### Article 1.01 Value of introduction

The present introduction forms an integral part of the IFB Rules.

### Article 1.02 General context

In accordance with Regulation n° 1228/2003 of the European Parliament and of the Council of 26 June 2003, on the conditions for access to the network for cross-border exchanges in electricity, as well as Commission Decision n°2006/770/EC of 9 November 2006, amending the Annex to the Regulation and setting up guidelines on the management and allocation of available transfer capacity of interconnections between national systems, the IFB Rules contain the terms and conditions of the Allocation of Available Capacity over intraday timeframes in both directions on the French-Belgium Interconnection. These Allocation mechanisms are not motivated by commercial interests, but are intended to provide a means of managing congestion based on market mechanisms.

The Available Capacity on an intraday basis is Allocated jointly by RTE and ELIA pro rata to Requests for Intraday Capacity, in the form of physical transmission rights of electrical energy.

The Participant who has obtained Capacity is responsible for transmitting the electrical energy.

### Article 1.03 Joint Operator of Intraday Allocations

The TSOs appoint a Joint Operator of Intraday Allocations responsible for Intraday Allocations.

RTE is jointly appointed by the TSOs as Joint Intraday Allocation Operator.

### Article 1.04 The IFB Rules

The IFB Rules notably describe Intraday Allocations, the conditions for participation, the respective procedures, the attribution and use of Allocated Capacities.

The present IFB Rules are solely applicable to Intraday Allocations. They cancel and replace the previous IFB Rules which were applicable to all allocation mechanisms in both directions, on the France-Belgium Interconnection.

The allocation mechanisms in both directions on the France-Belgium Interconnection, for the annual, monthly and daily timeframes, are now included in the CWE Auction Rules.

### Article 1.05 Intraday Allocations

Intraday Allocations concern only Available Capacity for the intraday timeframe. Capacity is Allocated in proportion to the number of Participants at a given Gate and Intraday Capacity Requests, according to an iterative algorithm giving preference to smaller Intraday Capacity Requests. This algorithm is defined in Section VI.

The TSOs must provide the Participant with the Capacity corresponding to the Allocated Capacity in accordance with Article 2.06 and Article 2.07.

The Participant thus acquires a physical transmission right of electrical energy under the conditions set out in the IFB Rules, which he may exercise with the TSOs according to the Nomination procedures set down in the I/E Rules and the ARP Contract.

The Articles specific to Intraday Allocations are included in Chapter 2.

### Article 1.06 Effective date of the IFB Rules

Version 2.0 of the IFB Rules applies as from 11 January 2010 for the Day of 12 January 2010. The TSOs shall inform Participants of the effective date of the amended IFB Rules and the effective date of the CWE Auction Rules.

## Section II. General points

### Article 2.01 Definitions and interpretation

#### (a) Definitions

The terms used in the IFB Rules and its Appendices, and which begin with a capital letter, have the meanings attributed to them below:

<b>Participation Agreement in the I/E Rules:</b>	The agreement between RTE and a Participant, by which the Participant undertakes to observe the I/E Rules, as they appear on the RTE Website.
<b>IFB Participation Agreement:</b>	The declaration by which a legal entity undertakes to observe the IFB Rules. The standard declaration form can be found in APPENDIX 1.
<b>Nomination Agent:</b>	Legal entity authorised to Nominate an Exchange Programme to one of the two TSOs, under the Intraday Access Authorisation Notified to the Participant. The Participant and the Nomination Agents form a single legal entity.
<b>Allocation or Allocate:</b>	The process by which the Joint Intraday Allocation Operator attributes Capacity to the Participant in response to an Intraday Capacity Request.
<b>Intraday Allocation or Intraday Allocations:</b>	Allocation or Allocations, on an intraday timeframe, by the Joint Intraday Allocation Operator, of Capacity over a given Day or part of a given Day, as described in Chapter 2.
<b>Appendix:</b>	An appendix to the IFB Rules.
<b>Article:</b>	An article of the IFB Rules.
<b>Intraday Access Authorisation:</b>	The act by which the Joint Intraday Allocation Operator, following an Intraday Capacity Request by the Participant, Notifies to him the Capacity Allocated.
<b>Capacity:</b>	A physical right to the transmission of electricity, expressed as a value in whole Megawatts, over the France-Belgium Interconnection, either from France to Belgium, or from Belgium to France.
<b>Allocated Capacity:</b>	Capacity acquired following an Intraday Allocation.
<b>Available Capacity:</b>	The Capacity calculated and made available jointly by the TSOs for an Intraday Allocation and which is guaranteed by them under the terms of the IFB Rules.
<b>CASC-CWE S.A.:</b>	Capacity Allocation Service Company S.A. The entity responsible, among other things, for allocating available capacity on an annual, monthly, and where applicable daily

basis, and managing the Secondary Capacity Market, as described in the CWE Auction Rules.

<b>Chapter:</b>	An article of the IFB Rules.
<b>EIC Code:</b>	ETSO (European Transmission System Operators) identification code, known to the Joint Intraday Allocation Operator and both TSOs.
<b>Commission de Régulation de l’Energie or CRE:</b>	French regulatory authority, whose composition and powers are determined by Section VI (articles 28 to 43) of Law n°2000-108.
<b>Commission de Régulation de l’Electricité et du Gaz or CREG:</b>	Belgian regulatory authority whose composition and powers are determined by Chapter VI (Articles 23 to 29) of the Law of 29 April 1999 concerning the organisation of the electricity market.
<b>ARP Contract:</b>	Contract between ELIA and the <i>Access Responsible Party (ARP)</i> , which sets out the rights and obligations of ELIA and the ARP with regard to the balance on the ELIA network.
<b>Market Coupling:</b>	Daily market coupling arrangements currently applied in the CWE Region and which entail the simultaneous implicit allocation of physical daily transmission rights and clearing of supply-demand for energy.
<b>CWE Region:</b>	CWE: Central West Europe. The region comprising Belgium, France, Germany, Luxembourg and the Netherlands.
<b>Intraday Capacity Request:</b>	The request for Capacity sent to the Joint Intraday Allocation Operator, as per Article 5.02.
<b>Daily Auction:</b>	The Auctioning by CASC-CWE S.A. of Capacity per Hourly Period for a given Day.
<b>Gross Negligence</b>	An act or omission in disregard of due care to a severe degree.
<b>Transmission System Operator(s) or TSO(s):</b>	ELIA and/or RTE.
<b>Gate:</b>	The deadline for submitting Intraday Capacity Requests, from which the Joint Intraday Allocation Operator analyses such requests.
<b>Entitlement or Entitled:</b>	The right to participate in Intraday Allocations under the terms of Article 3.03.
<b>Hour or H:</b>	Legal French time or also to a period of 60 minutes.

<b>France – Belgium Interconnection:</b>	A set of power lines interconnecting the French and Belgian transmission systems.
<b>Day or D:</b>	A calendar day of a period of 24 Hours, beginning at 0:00:00 and ending at 23:59:59. Days upon which the legal time changes (daylight saving time) will be composed of either 23 Hours or 25 Hours; these are defined by decree published in the Official Journal of the French Republic.
<b>Megawatt or MW:</b>	The unit of electrical power expressed in megawatts.
<b>Downgraded Mode:</b>	Process adopted if the Information System is unable to carry out its functions correctly.
<b>Nomination or Nominate:</b>	Notification by a Nomination Agent of his Exchange Programme(s) relating to the power, expressed in MW, that he wishes to use as part of an Intraday Access Authorisation.
<b>Notification or Notify:</b>	The transmission of information between the Participant and the Joint Intraday Allocation Operator under the conditions set out in Article 4.01.
<b>Joint Intraday Allocation Operator or JIAO:</b>	The party responsible for Allocating Available Capacity on an Intraday basis, as calculated by the TSOs.
<b>Participant:</b>	A legal entity which is Entitled and has signed the IFB Participation Agreement.
<b>Party or Parties:</b>	Refers to the Joint Intraday Allocation Operator and/or a Participant.
<b>Hourly Period:</b>	A period of one Hour, the first of each Day beginning at 0:00:00.
<b>Period:</b>	A given length of time.
<b>Delivery Period:</b>	Refers to the Period of the Day to which a Nomination applies.
<b>Exchange Programme:</b>	An exchange declaration established by a Nomination Agent in accordance with the Intraday Access Authorisation that specifies the power, expressed in whole Megawatts per Hourly Period, exchanged over the France-Belgium Interconnection in the direction France-Belgium or Belgium-France.
<b>Reduction or Reduce:</b>	The reduction of Exchange Programmes as referred to in Article 2.06 and Article 2.07.
<b>CWE Auction Rules:</b>	The Rules governing the Allocation of Capacity via explicit Auctions in the Centre West Europe Region.

<b>I/E Rules:</b>	The Access Rules for Imports and Exports on the French Public Power Transmission System, as they appear on the RTE Website.
<b>IFB Rules:</b>	The present Intraday Capacity Allocation Rules for the France-Belgium Interconnection.
<b>IS Rules:</b>	The rules on access to the Information System and use of the applications of the Joint Intraday Allocation Operator, including their appendices and definitions as published on the Website of the Joint Intraday Allocation Operator.
<b>Website of the Joint Intraday Allocation Operator or Site:</b>	The website accessible via the following sites: <a href="http://www.elia.be">www.elia.be</a> <a href="http://www.rte-france.com">www.rte-france.com</a> and which concerns the France-Belgium Interconnection.
<b>Reliability of the Power System or Reliability:</b>	The extent to which the network can be operated normally, limiting the number of incidents, avoiding major incidents and limiting their consequences where they do occur.
<b>Information System or IS:</b>	The Joint Intraday Allocation Operator's computer environment, which can be accessed by the Participant.
<b>Power System or Network:</b>	The system made up of electrical networks, generating facilities connected to the said networks and which inject electrical energy, and consumption sites connected to the networks and which withdraw electrical energy.

### **(b) Interpretation**

The sections and headings of the present IFB Rules are given for clearer reference only, and in no way express the intentions of the Parties. They shall not be taken into account when interpreting the stipulations contained in the present IFB Rules.

If any stipulation of the present IFB Rules is deemed invalid for any reason, it does not affect the validity of the other stipulations of the IFB Rules.

### **Article 2.02 Joint Intraday Allocation Operator**

Intraday Allocations are organised jointly by the two TSOs in both directions on the France-Belgium Interconnection.

The TSOs designate a Joint Intraday Allocation Operator responsible for Allocating Available Capacity via intraday Allocation, as calculated by the TSOs, in accordance with Chapter 2.

The Joint Intraday Allocation Operator prepares and conducts the Intraday Allocations and provides all information needed by the Participants and TSOs.

However, a change in the Joint Intraday Allocation Operator does not affect rights and obligations resulting from an Intraday Allocation that has already taken place.

### **Article 2.03 Intraday Allocations**

Intraday Allocations are implemented in both directions of the France-Belgium Interconnection, in accordance with Chapter 2.



## **Article 2.04 Available Capacities**

Available Capacities are determined jointly by the TSOs, taking into account the mutual influence of capacities allocated across the entire European electricity transmission system.

As the case may be, Capacities Allocated at Daily Auctions which are not Nominated in accordance with the provisions of the CWE Auction Rules, are made available for Intraday Allocation, if the Reliability conditions of the Power System so permit.

In accordance with the "Use it or lose it" principle, the Participant loses the benefit of daily Capacities for which an Exchange Programme has not been Nominated in accordance with the CWE Auction Rules, with no financial compensation.

The Capacities Allocated via an Intraday Allocation at a given Gate, which are not Nominated, are made available for Intraday Allocation at the following Gate, in accordance with Article 7.02(b), if the Reliability conditions of the Power System so permit.

Available Capacities made available for Intraday Allocation take into account the net value of the yearly, monthly and, as the case may be, daily Exchange Programmes, of the exchange programmes for Market Coupling and of the Exchange Programmes within the framework of the Intraday Access Authorisations related to the preceding Gates.

Participants are informed on the Joint Intraday Allocation Operator's Website of the Available Capacities for each Intraday Allocation.

Furthermore, for information purposes, the TSOs also publish joint, longer-term forecasts of Available Capacities on their respective websites.

## **Article 2.05 Basis on which Available Capacities are made available for Intraday Allocations**

Available Capacities are made available for Intraday Allocations in units of one (1) MW with a minimum of one (1) unit.

Intraday Available Capacities are made available for Intraday Allocation by Hourly Period.

## **Article 2.06 Firmness of Capacities**

Capacities Allocated on an intraday basis are firm except in case of Force Majeure, as defined in Article 4.06.

## **Article 2.07 Firmness of Exchange Programmes**

The Exchange Programmes Nominated and accepted by the TSOs in accordance with Article 7.02 are firm, except in case of Force Majeure as defined in Article 4.06.

In this case:

- the TSOs will proportionally Reduce the yearly, monthly Exchange Programmes, the exchange programme between the TSOs for Market Coupling, and the intraday Exchange Programmes on the basis of the total of these programmes;
- if Market Coupling is unavailable, the TSOs will proportionally reduce the yearly, monthly, daily and intraday Exchange Programmes based on these Exchange Programmes;
- in the event of a Reduction, the Joint Intraday Allocation Operator will Notify the Participant by email and publish as soon as possible on his Website the reasons for the Reduction.

## **Article 2.08 Publications**

The Joint Intraday Allocation Operator publishes the following information on his Website:

- the present IFB Rules and their Appendices, along with any amendments;
- official public holidays in France;
- details of the implementation of Intraday Allocations;
- names, phone and fax numbers and email addresses of persons to be contacted at the Joint Intraday Allocation Operator 's organisation;
- the forms to be sent by Participants;
- the Available Capacity made available for each Intraday Allocation;
- any other useful information.

## **Section III. Conditions for participating in Intraday Allocations**

### **Article 3.01 Registration**

#### **(a) IFB Participation Agreement**

Prior to an Intraday Allocation, the legal entity(ies) wishing to participate in the Intraday Allocation must register with the Joint Intraday Allocation Operator, by submitting two copies of the IFB Participation Agreement, duly completed and signed. The Agreement will then be returned to him, countersigned by the Joint Intraday Allocation Operator, to certify that he is registered as a Participant. This IFB Participation Agreement is specific to the Intraday Allocation and to the IFB Rules. The signature of the IFB Participation Agreement will in no way allow the Participant to participate to any allocation, except from the Intraday Allocations.

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

#### **(b) Participant Commitments**

By signing an IFB Participation Agreement, the Participant undertakes to comply with all the provisions contained in the IFB Rules.

The Participant undertakes in particular to keep up to date the information contained in his IFB Participation Agreement, and Notify the Joint Intraday Allocation Operator of any changes in this information seven (7) Days before they take effect.

### **Article 3.02 Prerequisites**

The Participant and the Nomination Agents form a single legal entity.

Consequently, in order to be Entitled, the Participant must first sign and comply with the terms of:

- a Participation Agreement for the I/E Rules with RTE, needed to conduct imports or exports to or from the French Power System;
- an ARP Contract with ELIA, needed to conduct imports or exports to or from the Belgian Power System.

In the event of an inconsistency between the IFB Rules and the above mentioned contracts, for matters relating to the implementation of Intraday Allocations on the France-Belgium Interconnection, the IFB Rules shall prevail.

### **Article 3.03 Entitlement**

In order to be Entitled to participate in Intraday Allocations, the Participant must:

- meet the conditions set out in Article 3.01 and Article 3.02; and
- Have an EIC code; and
- conduct tests on the Information System with the Joint Intraday Allocation Operator.

Entitlement is effective on the date indicated in the IFB Participation Agreement countersigned by the Joint Intraday Allocation Operator.

Entitlement is granted for an indeterminate Period and may be suspended or withdrawn in accordance with the provisions of Article 3.04.

### **Article 3.04 Suspension and withdrawal of Entitlement**

#### **(a) Suspension of Entitlement by the Joint Intraday Allocation Operator**

The Participant's Entitlement may be suspended by the Joint Intraday Allocation Operator if at least one of the conditions listed in Article 3.03 is no longer met, without prejudice to the terms of paragraph (b) of the present Article.

If the Joint Intraday Allocation Operator suspends the Participant's Entitlement, that Participant may no longer take part in Intraday Allocations.

Suspension of Entitlement takes effect on the date indicated in the communication Notifying suspension of Entitlement, which indicates the reasons for the suspension.

The Participant may not claim any compensation for the application of the present clause.

The Participant is deemed to be Entitled once more on the day after the worked Day on which the Joint Intraday Allocation Operator, before 12:00, observes that all of the conditions set forth in Article 3.03 have once more been met.

Once the Participant has obtained Entitlement once again, he may participate in Intraday Allocations once more.

#### **(b) Withdrawal of Entitlement by the Joint Intraday Allocation Operator**

A Participant's Entitlement is withdrawn by the Joint Intraday Allocation Operator:

- in the case of dissolution of the Participant or in the case of the end of a winding-up procedure, through a judgement or
- following receipt by the Joint Intraday Allocation Operator of a decision by a competition or regulatory authority stating that the Participant has committed a misuse or fraudulent act with regard to the Allocation of Intraday Capacities on the France-Belgium Interconnection and requesting for the withdrawal of Entitlement.

The withdrawal of Entitlement takes effect on the date indicated in the communication Notifying withdrawal of Entitlement, which indicates the reasons for the withdrawal.

If the Joint Intraday Allocation Operator withdraws the Participant's Entitlement, that Participant may no longer take part in Intraday Allocations.

The Participant may not claim any compensation for the application of the present clause. If Entitlement is withdrawn, the Participation Agreement for participation in the IFB Rules is automatically terminated.

The Participant whose Entitlement has been withdrawn at the initiative of the Joint Intraday Allocation Operator may no longer claim status as a Participant at a later date.

#### **(c) Withdrawal of Entitlement by the Participant**

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

Any such request must be made by registered letter with acknowledgement of receipt in accordance with APPENDIX 3.

The withdrawal of the Participant's Entitlement takes effect ten (10) Days after the Joint Intraday Allocation Operator receives Notification of the request for withdrawal by the Participant.

If Entitlement is withdrawn at the Participant's request, that Participant may no longer take part in Intraday Allocations.

The Participant may not claim any compensation for the application of the present clause.

However, if the Participant considers that the Joint Intraday Allocation Operator has not fulfilled one or more of his essential contractual obligations and wishes to withdraw his Entitlement:

- he gives the Joint Intraday Allocation Operator official notice, by Notification sent by registered letter with acknowledgement of receipt, to comply with his essential contractual obligations;
- if there is no response to this notice within ten (10) days, the Participant may request the withdrawal of his Entitlement by Notification by registered letter with acknowledgement of receipt with immediate effect upon its receipt by the Joint Intraday Allocation Operator. This Notification will specify the reasons for the withdrawal request.

If it is shown that the Joint Intraday Allocation Operator has breached his essential contractual obligations, Entitlement is withdrawn.

In either of these cases where Entitlement is withdrawn at the Participant's initiative, the IFB Participation Agreement is automatically terminated.

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

## **Section IV. General provisions**

### **Article 4.01 Notifications**

All Notifications made under the IFB Rules must be sent to the address specified in the IFB Participation Agreement or to any other address specified by one Party to the other Party. All Notifications shall be made by registered letter with acknowledgement of receipt or, if no specific form

is required by the IFB Rules, by any other means that enables the date of receipt of the Notification by the receiving Party to be certified.

#### **Article 4.02 Liability**

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

Except in case of Gross Negligence, the TSOs and the Joint Intraday Allocation Operator may not be held liable, individually or jointly, for damage exceeding the total amount of 100,000 Euros per claim (per incident or related incidents).

Any Party who believes he has suffered damage shall inform the other by Notification within ten (10) Days following its occurrence.

No indemnification will be due unless the Party proves specifically that the damage suffered, resulted directly from a breach and that the Party took reasonable steps to mitigate the damages suffered.

Neither the TSOs nor the Joint Intraday Allocation Operator are responsible for the timely arrival of the Intraday Capacity Request, for a Gate cancellation, or if the Joint Intraday Allocation Operator is unable to contact the Participants via the channels foreseen in accordance with the IFB Rules.

#### **Article 4.03 Transfer of rights and obligations**

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

In the event of a change in the Participant's legal status, such as a merger or a takeover or a change in the company name, the Participant shall Notify the Joint Intraday Allocation Operator of the change by sending a registered letter with acknowledgement of receipt, as soon as possible, and in any case at least fifteen (15) Days before the date on which the change takes effect.

#### **Article 4.04 Intellectual property**

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

#### **Article 4.05 Confidentiality**

In compliance with the statutory and regulatory provisions applicable in both France and Belgium, the IFB 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 application of the Articles of the present IFB Rules concerning publications which are made by the TSOs and/or the Joint Intraday Allocation Operator.

Without prejudice to the above-mentioned regulatory and legal provisions, the Party which receives confidential information may use such information solely for the performance of the IFB Participation Agreement. Confidential information may only be disclosed to third parties with the prior and express consent of the other Party, and on the strict condition that said third parties adopt the same confidentiality commitments as those laid down in the present Article.

These stipulations do not affect:

- the obligations to communicate to any administrative, legal or ministerial authority that requests such communication in relation to the exercise of his missions;
- the exchange of information between the TSOs and/or the Joint Intraday Allocation Operator for the purpose of accomplishing their missions or in relation to the contracts and/or rules with the foreign transmission system operators;
- the transmission by the TSOs and/or the Joint Intraday Allocation Operator of information to subcontractors, consultants, advisers (legal, technical or others), so long as they are not producers, suppliers, intermediaries or companies linked or associated therewith and operating in the electricity market;
- the communication of information essential for technical or safety reasons,

so long as, in each of these hypotheses, the recipient of the information observes the same undertakings of confidentiality as those set out in the present Article.

Moreover, the obligations arising from the present Article 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;
- to confidential information communicated, in accordance with the legal and regulatory provisions, in an incorporated form from which no item of information specific to a market player can be deduced;
- to information whose publication is explicitly provided for by the present IFB Rules.

Each Party undertakes to take all the measures necessary to ensure compliance with the present obligation to confidentiality by his staff.

Each Party shall Notify the other Party without delay of any violation of the obligations arising from the present Article.

The Parties undertake to comply with the present confidentiality obligation throughout the Entitlement period and for a period of five (5) years after Entitlement is withdrawn, for whatever reason.

#### **Article 4.06 Force Majeure**

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

The Party which invokes a Force Majeure event, shall send the other Party Notification describing the nature of the Event of Force Majeure and its probable duration.

The obligations of Parties subject to a Force Majeure event, with the exception of confidentiality obligations defined in Article 4.05, shall be suspended from the date of receipt of the aforementioned Notification.

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

The Party which invokes a Force Majeure Event, 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, the Joint Intraday Allocation Operator may suspend the Participant's Entitlement and/or the Participant may request withdrawal of his Entitlement, if the Force Majeure event affects the Parties' essential obligations under the present IFB Rules. Any such suspension or request for withdrawal of Entitlement shall be Notified to the other Party by registered letter with acknowledgement. The withdrawal or suspension of Entitlement will take effect on the date of reception of the said Notification.

The withdrawal of Entitlement on grounds of Force Majeure automatically terminates the IFB Participation Agreement.

#### **Article 4.07 Applicable law and language**

The IFB Rules are governed by French law.

Notwithstanding any translations that may be made, whether signed or not, the sole applicable language for questions of interpretation or performance of the IFB Rules is French.

#### **Article 4.08 Settlement of disputes**

In the event of a dispute regarding the interpretation or performance of the IFB Rules, the Parties undertake to meet to look for an amicable solution.

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

- The IFB Participation Agreement reference; and
- The reason for the dispute; and
- A proposal for a future meeting with a view to settling the dispute amicably.

If no agreement is reached or no response received within a period of thirty (30) Days from the date of the aforementioned Notification, either Party may refer the matter to the Commercial Court in whose jurisdiction the Joint Intraday Allocation Operator is domiciled.

Nothing in this Article shall preclude the Parties from applying for injunctive relief in summary proceedings ("procédure en référé") before the Commercial Court in whose jurisdiction the Joint Intraday Allocation Operator is domiciled.

#### **Article 4.09 IFB Rules amendment procedure**

The IFB Rules may be amended jointly, entirely or by Chapter, by the TSOs with the aim of clarifying them or supplementing them.

Moreover, the IFB Rules are subject to legal and technical conditions at the time of their creation.

In the event of a material change in these conditions, particularly following legal requirements, government action or rules imposed by regulatory authorities, the IFB Rules will be amended as appropriate.

The TSOs communicate to their Participants any draft amendment to the Rules, and where necessary, each of the TSOs indicates whether an additional process of information of the market actors must be envisaged in its country.

The amended IFB Rules will take effect after approval by CRE and CREG, the respective French and Belgian regulatory authorities, and after publication on the Website of the Joint Intraday Allocation Operator and of the TSOs where applicable.

Amendments to the IFB Rules shall not affect the validity of the Participation Agreement signed by the Participant for participation in the IFB Rules. This Agreement continues to apply and entails acceptance of the amendments made to the IFB Rules, without prejudice to the Participant's right to request the withdrawal of his Entitlement as per Article 3.04(c).

## **CHAPTER 2: INTRADAY ALLOCATIONS**

### **Section V. Intraday Allocations process**

#### **Article 5.01 Intraday Allocations process**

The Joint Intraday Allocation Operator publishes the Available Capacity for a given Gate on his Website.

Requests for Intraday Capacity are Notified to the Joint Intraday Allocation Operator:

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

The twelve (12) Gates are:

Gate (G)	Deadline for the sending of Intraday Access Authorisations by JAO (G+30mins)	For information: Deadline for the receiving of Nominations by TSOs (G+1hr)	For information: Deadline for the sending of Nomination confirmations by TSOs (G+1hr45mins)	Delivery Period
D-1 21:00	D-1 21:30	D-1 22:00	D-1 22:45	00:00 – 24:00
D-1 23:00	D-1 23:30	00:00	00:45	01:00 – 24:00
01:00	01:30	02:00	02:45	03:00 – 24:00
03:00	03:30	04:00	04:45	05:00 - 24:00
05:00	05:30	06:00	06:45	07:00 - 24:00
07:00	07:30	08:00	08:45	09:00 - 24:00
09:00	09:30	10:00	10:45	11:00 - 24:00

11:00	11:30	12:00	12:45	13:00 - 24:00
13:00	13:30	14:00	14:45	15:00 - 24:00
15:00	15:30	16:00	16:45	17:00 - 24:00
17:00	17:30	18:00	18:45	19:00 – 24:00
19:00	19:30	20:00	20:45	21:00 - 24:00

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

## **Article 5.02 Submitting an Intraday Capacity Request**

### **(a) Format of an Intraday Capacity Request**

An Intraday Capacity Request concerns all of the Hourly Periods of the Delivery Period corresponding to the Gate. The volume of Capacity requested by may vary from one Hourly Period to another.

An Intraday Capacity Request must be submitted within the deadlines specified in Article 5.01, and according to the format and mode of transmission defined in the IS Rules. If these conditions are not met, the Participant's Intraday Capacity Request is not taken into account.

The Participant may modify his Intraday Capacity Request by Notifying the Joint Intraday Allocation Operator of a new valid Intraday Capacity Request that cancels and replaces the preceding one. This new Intraday Capacity Request becomes the active Intraday Capacity Request.

The Intraday Capacity Request taken into account by the Joint Intraday Allocation Operator for a given Gate is the last valid Intraday Capacity Request received before the Gate.

### **(b) Mandate for submitting Intraday Capacity Requests**

If the Participant wishes to appoint another Participant (proxy) to submit Intraday Capacity Requests on his behalf, he must satisfy the conditions set down in Appendix 9 to the I/E Rules. The Nomination mandate described in Article 6.3.1 of the I/E Rules results in a mandate for the submission of an Intraday Capacity Request.

### **(c) Limitation**

A Participant may have a maximum of one active Intraday Capacity Request per Gate and per direction on the Interconnection.

Requests for Intraday Capacity must be expressed in whole MWs.

## **Article 5.03 Downgraded Mode for Intraday Allocations and Gate cancellation**

### **(a) Scheduled unavailability**

Certain maintenance operations may result in the TSOs' Information System or Nomination systems becoming temporarily unavailable on an intraday basis. These scheduled unavailabilities may result in the cancellation of one or more Gates. The cancellation of these Gates will not give rise to any compensation.

The Joint Intraday Allocation Operator will make every effort to minimise the disturbance caused to Participants.

If the scheduled unavailability results in the cancellation of one or more Gates, the Joint Intraday Allocation Operator will give the Participant reasonable prior notice.

### **(b) Unscheduled unavailability**

In the event of unscheduled unavailability or of technical difficulties in the functioning of the Information System, the Joint Intraday Allocation Operator undertakes:

- to inform the Participant as soon as possible;
- to Notify the Participant, by electronic message or by fax, of the time when the switch to Downgraded Mode for Intraday Allocations will begin, as well as the procedure to follow for Nominating Intraday Capacity Requests;

- to Notify the Participant of the time when Downgraded Mode for Intraday Allocations will end and, where appropriate, the time when the Participant may once again submit Intraday Capacity Requests for the next available Gate.

As a last resort, any unscheduled unavailability of the TSOs' Information System or Nomination systems may result in the cancellation of one or more Gates. The cancellation of these Gates will not give rise to any compensation.

The Joint Intraday Allocation Operator will ensure that periods of unscheduled unavailability of the Information System do not exceed sixty (60) Hours per calendar year.

The Joint Intraday Allocation Operator may under no circumstances be held liable if he is unable to contact the Participants through the means of communication mentioned above.

## Section VI. Determining Allocated Capacities

### Article 6.01 Method of determining Allocated Capacities

If the sum of the Intraday Capacity Requests Notified for a particular Gate exceeds the Available Capacity for that Gate, the attributions will be made in proportion to the number of Participants at that Gate and to the Intraday Capacity Request, according to an iterative algorithm giving preference to smaller Intraday Capacity Requests as presented below.

For each direction on the France-Belgium Interconnection and for each Hourly Period, the algorithm for calculating the intraday Allocated Capacities comprises the following elements:

$C^0$  defined as the Available Capacity for the given Gate;

$C^n$  defined as the Available Capacity not yet attributed at the end of iteration n;

$D_i^0$  defined as the volume of the Intraday Capacity Request i;

$D_i^n$  defined as the volume of the Intraday Capacity Request i not yet met at the end of iteration n;

$N^0$  defined as the number of Requests for Intraday Capacity entered for the given Gate;

$N^n$  defined as the number of Requests for Intraday Capacity for which  $D_{in}$  is not zero;

$V_i^n$  defined as the Capacity attributed to the Intraday Capacity Request i at the end of iteration n with  $V_i^0 = -$  for each Intraday Capacity Request i;

$\Sigma_i$  signifying "sum for any i".

The iterative algorithm for round n, n beginning at 1, is as follows:

1.  $X^n$  is defined as the whole part of the ratio  $C^{n-1}$  to  $N^{n-1}$ ;
2. For any Intraday Capacity Request i,  $V_i^n = \min(X^n ; D_i^{n-1})$  and  $D_i^n = D_i^{n-1} - V_i^n$ ;
3.  $C^n = C^{n-1} - \Sigma_i(V_i^n)$ ;
4. If  $C^n$  is less than  $N^n$ , then the calculation is terminated, otherwise n is increased by one (1) and the iterative algorithm starts from the beginning again.

Capacity Allocated to the Intraday Capacity i is equal to the sum of  $V_i^n$  for all of n. This may be equal to or lower than the Intraday Capacity Request, or even zero.

Any Allocation of Capacity less than the Intraday Capacity Request shall not give entitlement to compensation.

Because of rounding, this iterative algorithm may lead to the attribution of slightly less Capacity (maximum  $N^0$  MW) than the Available Capacity for the Gate concerned ( $C^0$ ). In this case, the remaining Capacity is not Allocated at the Gate concerned.

## Section VII. Rules on the use of Capacity

### Article 7.01 Intraday Access Authorisation

As soon as possible after the Gate and no later than thirty (30) minutes after the Gate, the Joint Intraday Allocation Operator Notifies an Intraday Access Authorisation to the Participant, stating the Allocated Capacities by Hourly Period for the Intraday Allocation. These Allocated Capacities may be less than or equal to the Intraday Capacity Requests, or even zero.



## **Article 7.02 Use of Intraday Access Authorisations.**

### **(a) Nomination**

Following Intraday Allocations, Nomination Agents must Nominate their Exchange Programmes in accordance with the Nomination rules described in:

- the I/E Rules for Nominations with RTE; and
- the ARP Contract for Nominations with ELIA.

These Exchange Programmes must, in particular, comply with the Intraday Access Authorisation referred to in Article 7.01.

### **(b) Use it or lose it**

The Participant loses the benefit of intraday Capacities for which an Exchange Programme has not been Nominated in accordance with paragraph (a), with no financial compensation.

## **Article 7.03 Access to the Information System**

To Notify Intraday Capacity Requests and to receive Intraday Access Authorisations, the Participant accesses the Information System and uses the applications made available in accordance with the conditions defined by the Joint Intraday Allocation Operator in the IS Rules.

A list of Information System applications is provided in APPENDIX 2.

The Participant will designate in the "Participant's Representatives Identification Sheet", of which a specimen is supplied in the IS Rules, all persons authorised to act in his name and on his behalf in each application to which he has access.

# APPENDIX 1 Participation Agreement for the Capacity Allocation Rules for the France-Belgium Interconnection (IFB Rules)

## PARTICIPATION AGREEMENT N° \_\_\_\_\_<sup>1</sup>

### FOR

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 intra-community VAT n° \_\_\_\_\_ represented by \_\_\_\_\_ acting in the capacity of \_\_\_\_\_, Hereafter referred to as "Participant",

### 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 IFB Rules, as published on the Website of the Joint Intraday Allocation Operator.

### ARTICLE 2. Object

By signing this Participation Agreement, the Participant declares that he is aware of and agrees to abide by the IFB Rules.

### ARTICLE 3. Network access

Under the terms of the IFB Rules, the Participant declares that he has signed:

- a Participation Agreement for the I/E Rules, needed to conduct imports or exports to or from the French Power System and to gain access to the necessary transactions with RTE;
- an ARP Contract with ELIA, needed to conduct imports or exports to or from the Belgian Power System.

### ARTICLE 4. Access to the Information System

By signing this Participation Agreement, the Participant acknowledges that he has read and understood the IS Rules and undertakes to abide by them.

### ARTICLE 5. Participant's contact details

EIC CODE:	
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### All correspondence

Contacts:	
Address:	
Tel.:	
Fax:	
Email:	

<sup>1</sup> Completed by the Joint Intraday Allocation Operator upon confirmation of Entitlement

**ARTICLE 6. Contact details of the Joint Intraday Allocation Operator**

**All correspondence**

Contact:	
Address:	RTE – CNES Service Relations Clientèle Bâtiment La Rotonde 204, boulevard Anatole France 93206 Saint Denis Cedex 06 FRANCE
Tel.:	
Fax:	(33) 141 667 265
Email:	

**Intraday Allocations**

Contact:	Grid and Interconnection Operations Service (RTE National Control Centre)
Tel.:	(33) 141 66 70 90
Fax:	(33) 141 66 70 70

**ARTICLE 7. Changes to information**

The Participant undertakes to Notify the Joint Intraday Allocation Operator of any changes in the information provided by the Participant in the present Participation Agreement, no later than seven (7) Days before such changes take effect.

**ARTICLE 8. Effective date**

The present Participation Agreement will be effective as from \_\_\_\_\_<sup>2</sup>

The Participation Agreement will expire in accordance with the IFB Rules.

For the Participant:

For the Joint Intraday Allocation Operator:

Name and capacity of the legal representative:

Name and capacity of the legal representative:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

<sup>2</sup> Completed by the Joint Intraday Allocation Operator upon confirmation of Entitlement

**APPENDIX 2 List of the Joint Intraday Allocation Operator 's applications used to execute the IFB Rules**

"TRANSIT INFRA" Application: management of Intraday Allocations.

**APPENDIX 3 Request for withdrawal of Entitlement on the France-Belgium Interconnection**

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:

\_\_\_\_\_  
PARTICIPATION AGREEMENT N°:

\_\_\_\_\_  
DESTINATAIRE/TO:

\_\_\_\_\_  
ATTN:

CNES

FAX:

Under the terms of the IFB Rules, \_\_\_\_\_ wishes to withdraw his Entitlement on the France-Belgium Interconnection.

Name and capacity of signatory:

\_\_\_\_\_  
Signature:

\_\_\_\_\_