

# Interconnector Access Rules



## [Effective date to be entered post-approval]

### General Provisions

1. This document, hereinafter referred to as the Access Rules, comprises these General Provisions, the Intraday Allocation Rules (Part 1), the Day Ahead Allocation Rules (Part 2) the Long Term Allocation Rules (Part 3), the Day Ahead and Intraday Nomination Rules (Part 4) and the Long Term Nomination Rules (Part 5). For the avoidance of doubt, “Access Rules” means the rules required under Ofgem’s Standard Licence Condition 11A and for RTE under Article 30 III of Decree n° 2006-1731 of 23 December 2006 (*“approuvant le cahier des charges type de concession du réseau public de transport d’électricité”*).

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2. These Access Rules shall be applicable in the event that Great Britain no longer participates in market coupling and shall initially enter into force pursuant to a notice provided by the Allocation Platform in accordance with the relevant decision of the National Regulatory Authorities.
3. In the event so authorised by the National Regulatory Authorities these Access Rules shall enter into force on such time and date as notified by the relevant TSOs. For the avoidance of doubt the initial entry into force of these Access Rules (and any subsequent modification thereto) may if authorised by the National Regulatory Authorities, modify the 28 day notice period referenced in parts 1 to 5 of these Access Rules.
4. Parts 1 to 5 of these Access Rules referred to in section 1. above shall respectively become legally binding and apply as such pursuant to the relevant Participation Agreement referred to in these Access Rules. In these General Provisions “Participation Agreement” therefore means either the Intraday Participation Agreement, and/or the Day Ahead Participation Agreement and/or the Long Term Participation Agreement and/or the Nomination Participation Agreement as the case may be.

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5. Without prejudice to paragraph 3 above, an amendment made under these Access Rules shall take effect from the later of the start of the Contract Day commencing 28 days after an Amendment Notice is notified to Registered Participants by the Allocation Platform or the date and time specified in the Amendment Notice.
6. Each amendment applies to any aspect of these Access Rules, including but not limited to all Auctions conducted after the date on which the amendment takes effect.
7. Unless expressly stated otherwise by the Allocation Platform, these amended Access Rules shall govern all rights to use Interconnector Capacity and all other rights and obligations acquired under these Access Rules including those acquired before but for use after the amendment takes effect.
8. Any amendment of these Access Rules will apply automatically to the relevant Participation Agreement in force between the Allocation Platform and the Registered Participant, without the need for the Registered Participant to sign the amended Access Rules but without prejudice to the Registered Participant.
9. Where JAO acts as the Allocation Platform, it shall be able to choose to consolidate either the Intraday Participation Agreement, and/or the Day Ahead Participation Agreement and/or the Long Term Participation Agreement as the case may be, into a single document.

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# Part 1

## Intraday Allocation Rules

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## CHAPTER 1 General provisions

### *Rule 1*

#### **Subject-matter and scope**

1. These Intraday Allocation Rules contain the terms and conditions for the allocation of Intraday Transmission Rights, it being understood that the Registered Participant will endorse these rules by the signature of the Intraday Participation Agreement. In particular, these Intraday Allocation Rules for Intraday Capacity Allocation set out the rights and obligations of Registered Participants as well as the requirements for participation in Auctions, they describe the process of Auction, including the determination of Marginal Price as a result of Auction and the process for curtailment of Intraday Transmission Rights and invoicing/payment.
2. The Auctions refer to Cross Zonal Capacity only and Registered Participants may invoke no other right in connection with the Intraday Transmission Rights allocated to them than the rights in accordance with the provisions of these Intraday Allocation Rules for Intraday Capacity Allocation.

### *Rule 2*

#### **Definitions and interpretation**

1. Unless otherwise defined herein, capitalised terms used in these Intraday Allocation Rules shall have the meaning given to them in the Day Ahead Allocation Rules and the Long Term Allocation Rules.
2. For the purposes of interpretation, references in the Intraday Participation Agreement to the “ Access Rules” shall be read and construed as meaning these Intraday Allocation Rules.
3. In addition, the following definitions shall apply:

**Affiliate** means, in relation to any person, any other person that directly or indirectly controls, is controlled by or is under direct or indirect common control with that person as control is defined in the EU Regulation (EC) No 139/2004 of 20 January 2004 on the control of concentrations between undertakings;

**Allocation Platform** means the Joint Allocation Office (JAO) appointed and commissioned by the responsible TSOs to act on their behalf and on its own name for the attribution of Intraday Capacity through the Auctions defined in the Intraday Participation Agreement;

**Allocation Platform Service Provider** means an entity appointed and commissioned by the Allocation Platform to perform the role and responsibilities of the Allocation Platform pursuant to these Intraday Allocation Rules on behalf of the Allocation Platform;

**Applicable Law** means any statute, statutory instrument, licence (including any applicable Office of Gas and Electricity Markets Interconnector Licence and the Licence Standards), law (whether English or French) or decree (*décret*) or order in council or directive, or any code including the GB Grid Code, the French Energy Code and Decree n° 2006-1731 of 23 December 2006 (*“approuvant le cahier des charges type de concession du réseau public de transport d’électricité”*) and the Balancing and Settlement Code, or any request, requirement, instruction, direction or rule of any authority but only, where not having the force of law, if compliance with the Applicable Law is in accordance with the general practice of persons to whom the Applicable Law is addressed;



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**Auction Tool** means the information technology system used by the Allocation Platform to perform Auctions and to facilitate other procedures described in these Intraday Allocation Rules;

**Auction** means the process by which Intraday Cross Zonal Capacity is offered and allocated to Registered Participants who submit Bid(s);

**Auction Price** means the value of the Marginal Price of an Auction, and which is payable by all Unit Holders resulting from such Auction;

**Auction Specification** means a list of specific characteristics of a particular Auction, including the nature of products and relevant dates;

**Bank Guarantee** means an unconditional and irrevocable standby letter of credit or letter of guarantee issued by a bank;

**Bid** means a pair of Bid Quantity and Bid Price offered by a Registered Participant participating in an Auction;

**Bid Price** means the price which a Registered Participant is willing to pay for one (1) MW per hour of Intraday Transmission Rights;

**Bid Quantity** means the amount of Intraday Transmission Rights in MW requested by a Registered Participant;

**Bidding Period** means the time period within which the Registered Participants willing to participate in an Auction may submit their Bids;

**Business Account** means a dedicated deposit account opened at the financial institution selected by the Allocation Platform either in the name of the Allocation Platform or Allocation Platform Service Provider or, at the discretion of the Allocation Platform, opened by the Registered Participant, but with the Allocation Platform as the ultimate beneficiary of the dedicated cash deposit on behalf of the responsible TSOs, which may be used for payments by the Registered Participant;

**Capacity Shortage** has the meaning set out in Article 56A of the Long Term Allocation Rules;

**Credit Limit** means the amount of the collateral which may be used to cover any Bid submission in subsequent Auctions and is not used for outstanding payment obligations;

**Day Ahead Allocation Rules** means those rules detailed in Part 2 of the Access Rules;

**Dispute** means any dispute under or in relation to these Rules;

**EIC Code** means the ENTSO-E Energy Identification Coding Scheme identifying the parties in a cross-border trade;

**Force Majeure** means any unforeseeable or unusual event or situation beyond the reasonable control of a Party and/or the relevant TSOs, and not due to a fault of the Party and/or the relevant TSOs, which cannot be avoided or overcome with reasonable foresight and diligence, which cannot be solved by measures which are from a technical, financial or economic point of view reasonably possible for the Party, which has actually happened and is objectively verifiable, and which makes it impossible for the Party and/or the relevant TSOs to fulfil, temporarily or permanently, its obligations;

**Information System Rules** means any terms and conditions for access to and use of the Auction Tool by Registered Participants as published on the Allocation Platforms website;

**Intraday Allocation Rules** means these rules for Intraday Capacity Allocation applied by the Allocation Platform, as amended from time to time, and "Rules" has the corresponding meaning;

**Intraday Capacity Allocation** means the attribution of intraday Cross Zonal Capacity through an Auction;

**Intraday Participation Agreement** means the agreement published on the website of the Allocation Platform, by which the Parties undertake to comply with the terms and conditions for Intraday Capacity Allocation as contained in these Intraday Allocation Rules;

**Intraday Transmission Right** means for the purposes of these Intraday Allocation Rules a Physical Transmission Right acquired in the Intraday Capacity Allocation;

**Long Term Allocation Rules** means those rules detailed in Part 3 of the Access Rules;

**Marginal Price** means the price determined at particular Auction to be paid by all the Registered Participants for each MW per hour of acquired Intraday Transmission Right;

**National Regulatory Authorities** means the Commission de Régulation de l'Énergie (CRE) and the Office of Gas and Electricity Markets (OFGEM);

**Nomination** means the notification of the use of Intraday Transmission Rights or an authorized third party, to the respective Transmission System Operator(s);

**Nomination Rules** means the rules with regard to the notification of use of Intraday Transmission Rights to the relevant Transmission System Operator(s);

**Party / Parties** means the Allocation Platform and/or a Registered Participant referred to individually as Party or collectively as Parties;

**Physical Transmission Right** means a right entitling its holder to physically transfer a certain volume of electricity in a certain period of time between two bidding zones in a specific direction;

**Product Period** means the specific cumulative time period (of between one and twenty four hourly blocks) in which the Intraday Transmission Rights allocated in an Auction may be used. The days on which the legal time changes (daylight saving time) will be composed of either 23 hours or 25 hours;

**Registered Participant** means a market participant which entered into the Intraday Participation Agreement with the Allocation Platform;

**Rights Document** means a document containing the information of the maximum Intraday Transmission Rights that can be nominated by an authorised market participant per day per hour and per direction on the interconnector, taking into account the volume of rights initially acquired, and any possible curtailments which occurred before the issuance of the Rights Document.;

**Settlement Period** has the meaning set out in Part 4 (Day Ahead and Intraday Nomination Rules) of these Access Rules;

**Use It Or Lose It (UIOLI)** means an automatic process by which the underlying Cross Zonal Capacity of any Intraday Transmission Rights which are not nominated by a Registered Participant prior to any applicable UIOLI Deadline established under Rule 27 is then made available for further Intraday Capacity Allocation within a subsequent Auction but the Registered Participant holding such non-nominated Intraday Transmission Rights does not have rights to receive a payout from such Auction;

**Use It Or Lose It Deadline (UIOLI Deadline)** means the closure of the final applicable nomination gate for the relevant Intraday Transmission Right;

**Working Day** means the calendar days from Monday to Friday, with the exception of public holidays as specified on the website of the Allocation Platform;

**Working Hours** means the hours on Working Days specified within the Intraday Participation Agreement.

4. In these Intraday Allocation Rules unless the context requires otherwise:

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- (a) the singular indicates the plural and vice versa;
- (b) references to one gender include all other genders;
- (c) the table of contents, headings and examples are inserted for convenience only and do not affect the interpretation of these Intraday Allocation Rules;
- (d) the word “including” and its variations are to be construed without limitation;
- (e) any reference to legislation, regulations, directive, order, instrument, code or any other enactment shall include any modification, extension or re-enactment of it then in force;
- (f) any reference to another agreement or document, or any deed or other instrument is to be construed as a reference to that other agreement, or document, deed or other instrument as amended, varied, supplemented, substituted or novated from time to time;
- (g) a reference to time is a reference to CET/CEST time unless (otherwise specified);
- (h) where the Allocation Platform is required to publish any information under these Intraday Allocation Rules, it may do so by making the information or data available on its website or via the Auction Tool.

### *Rule 3* **Allocation Platform**

1. The Allocation Platform shall undertake the allocation functions in accordance with these Intraday Allocation Rules and in accordance with Applicable Laws.
2. For the purposes of these Intraday Allocation Rules the Allocation Platform shall be the party signing the Intraday Participation Agreement with the Registered Participant.
3. The Allocation Platform shall be entitled to delegate the performance of any of its obligations, the satisfaction of any of its liabilities and the enforcement of any of its rights pursuant to and in association with these Intraday Allocation Rules to an Allocation Platform Service Provider. By signing an Intraday Participation Agreement the Registered Participant accepts such delegation and acknowledges and agrees to the performance of any obligation and the satisfaction of any liability arising pursuant to or in association with these Intraday Allocation Rules by such Allocation Platform Service Provider. In particular such Allocation Platform Service Provider shall be entitled to issue invoices on behalf of the Allocation Platform and to administer, hold and call against collateral on behalf of the Allocation Platform in accordance with these Intraday Allocation Rules.
4. For the purpose of the Intraday Participation Agreement with the Registered Participant, the Allocation Platform shall publish subsequent versions of these Intraday Allocation Rules including the annexes thereto as they enter into force in accordance with the applicable national regulatory regimes. In case of a conflict between the subsequent versions by the Allocation Platform and the Intraday Allocation Rules including the annexes as entered into force in accordance with the applicable national regulatory regimes, the latter shall prevail.

### *Rule 4* **Effective date and application**

1. These Intraday Allocation Rules apply to Capacity Allocation of Intraday Transmission Rights for the delivery period from which the Auction Specification is published by the Allocation Platform Service Provider. These Intraday Allocation Rules shall enter into force in accordance with the applicable national

regulatory regimes upon the approval by the relevant National Regulatory Authorities and, where applicable, notification to Registered Participants (and on the date announced by the Allocation Platform).

*Rule 5*

***Amendments initiated by Registered Participants***

1. Subject to this Rule 5, the Allocation Platform is entitled to amend these Rules from time to time by giving an Amendment Notice to Registered Participants.
2. Nothing in this Rule 5 shall prevent a Registered Participant from proposing in writing amendments to these Rules at any time.
3. In the event that a Rule amendment is proposed by a Registered Participant, the Allocation Platform shall, within 5 Business Days, confirm receipt of the proposed amendment and provide timescales for consideration of the proposal.
4. Before making any amendment to these Rules under this Rule, the Allocation Platform will, unless the amendment is urgent or minor in its nature, give Registered Participants a reasonable opportunity, and in any event not less than 28 days, to review and give written comments to the Allocation Platform on the proposed amendment. If the Allocation Platform decides to modify a proposed amendment as a result of comments from Registered Participants, they may give Registered Participants a further opportunity to review and comment on the modified proposals under this Rule indicating timescales for provision of such comments.
5. These Rules are approved by the relevant regulatory authorities. Accordingly, any Amendment Notice will be issued to Registered Participants only after such approval(s) (as required) has/have been received by the Allocation Platform. Following receipt of such approval(s) the amended Rules will be published on the relevant websites of the Allocation Platform.
6. Modifications may be made by the Allocation Platform to reflect changes in either the French or British electricity markets and/or changes to operational practices by giving at least 28 days' notice to Registered Participants.

## CHAPTER 2 Requirements and process for participation in Auctions

### *Rule 6*

#### **General Provision**

1. Market participants may acquire Intraday Transmission Rights only from participation in Auctions.
2. The participation in Auctions requires that the market participant:
  - (a) concludes a valid and effective Intraday Participation Agreement indicating on which bidding zone border and also on which interconnector in accordance with 6 to 13;
  - (b) has access to the Auction Tool in accordance with Rule 15;
  - (c) complies with the requirements for provision of collaterals as specified in CHAPTER 3;
  - (d) accepts additional financial and/or contractual terms where needed in accordance with 16;
3. In any case, market participants have to fulfil the obligations as specified in the relevant Chapters of these Intraday Allocation Rules.

### *Rule 7*

#### **Intraday Participation Agreement conclusion**

1. At least nine (9) Working Days before the first participation in an Auction, any market participant may apply to be a party to an Intraday Participation Agreement for a particular interconnector (or interconnectors) by submitting, to the Allocation Platform, three (3) signed copies of the Intraday Participation Agreement, as published on the website of the Allocation Platform, together with all duly completed information and documents required by Rule 8 to Rule 15. The Allocation Platform shall assess the completeness of the information submitted in accordance with Rule 9 and Rule 10 within five (7) Working Days of receipt of the completed and signed Intraday Participation Agreement.
2. The Allocation Platform shall before the expiration of the seven (7) Working Days deadline ask the market participant to provide outstanding information which the market participant fails to submit with its Intraday Participation Agreement. On receipt of the outstanding information, the Allocation Platform shall within additional seven (7) Working Days review the information and inform the market participant if any further information is required.
3. Once the Allocation Platform has received all necessary information, it shall return one copy of the Intraday Participation Agreement signed by it to the market participant without undue delay. Signature of the Intraday Participation Agreement by the Allocation Platform shall not itself indicate compliance with any other condition set in these Intraday Allocation Rules for the participation in the Auctions. The Intraday Participation Agreement comes into force on the date of signature by the Allocation Platform.

### *Rule 8*

#### **Form and content of the Intraday Participation Agreement**

1. The form of the Intraday Participation Agreement and the requirements for its completion shall be published by the Allocation Platform or the Allocation Platform Service Provider and may be amended from time to time by the Allocation Platform without changing any terms and conditions specified in these Intraday Allocation Rules unless otherwise stated in these Intraday Allocation Rules.

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2. As a minimum, the Intraday Participation Agreement will require the market participant to:
  - (a) provide all necessary information in accordance with Rule 9; and
  - (b) agree to be bound by and comply with these Intraday Allocation Rules.
3. Nothing in these Intraday Allocation Rules shall prevent the Allocation Platform and the Registered Participant from agreeing in the Intraday Participation Agreement (or any other document) additional rules out of scope of these Intraday Allocation Rules, including but not limited to the participation in long-term or day-ahead Explicit Allocation .
4. In case of difficulty of interpretation, contradiction, ambiguity or difference between these Intraday Allocation Rules and the Intraday Participation Agreement, the text of the Intraday Allocation Rules shall prevail.

### *Rule 9*

#### **Submission of information**

1. The market participant shall submit the following information with its completed and signed Intraday Participation Agreement:
  - (a) name and registered address of the market participant, including general email and telephone number of the market participant for notifications in accordance with Rule 55;
  - (b) an extract of the registration of the market participant in the commercial register of the competent authority;
  - (c) contact details and names of persons authorised to represent the market participant and their function;
  - (d) EU VAT registration number where applicable;
  - (e) Taxes and levies to be considered for invoices and collateral calculations;
  - (f) Energy Identification Code (EIC);
  - (g) bank account information for payment to the applicant to be used by the Allocation Platform for the purposes of Rule 46 paragraphs 6 and 7;
  - (h) financial contact person for collaterals, invoicing and payment issues and their contact details (email and telephone number) for notifications where required in these Intraday Allocation Rules in accordance with Rule 55;
  - (i) commercial contact person and their contact details (email and telephone number) for notifications where required in these Intraday Allocation Rules in accordance with Rule 55; and
  - (j) operational contact person and their contact details (email and telephone number) for notifications where required in these Intraday Allocation Rules in accordance with Rule 55.
2. A Registered Participant shall ensure that all data and other information that it provides to the Allocation Platform pursuant to these Intraday Allocation Rules (including information in its Intraday Participation Agreement) is and remains accurate and complete in all material respects and must promptly notify the Allocation Platform of any change.

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3. A Registered Participant shall notify the Allocation Platform if there is any change to the information, submitted in accordance with paragraph 1 of this Rule, at least nine (9) Working Days before the change comes into effect and, where that is not possible, without delay after the Registered Participant becomes aware of the change.
4. The Allocation Platform will confirm the registration of the change or send a refusal note of registration of the change to the Registered Participant, at the latest, seven (7) Working Days after the receipt of the relevant notification of change. The confirmation or refusal note will be sent via email to the operational contact person specified by the Registered Participant in accordance with paragraph 1 of this Rule. If the Allocation Platform refuses to register the change, the reason shall be provided in the refusal note.
5. The change becomes valid on the day of the delivery of the confirmation to the Registered Participant.
6. If additional information is required from a Registered Participant as a consequence of an amendment to these Intraday Allocation Rules, then the Registered Participant shall submit the additional information to the Allocation Platform within twelve (12) Working Days after the request for such submission by the Allocation Platform.

### *Rule 10* **Warranties**

1. By the signature of the Intraday Participation Agreement the market participant warrants that:
  - (a) it has not commenced any proceedings seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights;
  - (b) no insolvency, bankruptcy or other similar legal proceeding affecting creditors' rights have been commenced in relation to the applicant;
  - (c) no winding-up or liquidation proceedings have been commenced with regard to the applicant; and
  - (d) it has no overdue payment obligations towards any current, previous or future Allocation Platform.

### *Rule 11* **Dedicated Business Account**

As part of the submission of the information in accordance with Rule 9 and Rule 10, the market participant shall declare to the Allocation Platform whether it intends to open a dedicated Business Account for the purposes of depositing cash collaterals and/or for the purposes of making payments on the basis described in Rule 46 paragraph 6.

### *Rule 12* **Acceptance of the Information System Rules**

By signing the Intraday Participation Agreement the market participant accepts the applicable Information System Rules, as amended from time to time and published on the website(s) of the Allocation Platform and/or Allocation Platform Service Provider.

*Rule 13*

**Costs related to the Intraday Participation Agreement**

All applications to become a Registered Participant and any subsequent participation in Auctions shall be at the Registered Participants' own cost, expense and risk. The Allocation Platform shall not be liable to any person for any cost, damage, or expense in connection with the Registered Participant participating in Auctions unless otherwise explicitly stated in these Intraday Allocation Rules.

*Rule 14*

**Refusal of application**

1. The Allocation Platform may refuse to enter into a Intraday Participation Agreement with a market participant in the following circumstances:
  - (a) when the applicant has not submitted a duly completed and signed Intraday Participation Agreement in accordance with Rules 6, 7 8 and 9; or
  - (b) the Allocation Platform has previously terminated a Intraday Participation Agreement with the applicant as a result of a breach of the Intraday Participation Agreement by the Registered Participant in accordance with Rule 53 paragraph 3 and paragraph 4 and unless the circumstances leading to termination have ceased to exist or the Allocation Platform is reasonably satisfied that the breach will not occur again; or
  - (c) if entering into a Intraday Participation Agreement with the applicant would cause the Allocation Platform to breach any condition of any mandatory legal or regulatory requirement; or
  - (d) if any of the declarations of the Registered Participant under Rule 10 are found to be not valid or false.

*Rule 15*

**Access to the Auction Tool**

1. The Allocation Platform shall grant access to the Auction Tool free of charge if the following requirements are satisfied:
  - (a) the Registered Participant has signed and delivered a completed form included in the Information System Rules identifying the person(s) for which the user account(s) in the Auction Tool shall be established; and
  - (b) the Registered Participant has fulfilled the requirements on authentication as set forth by the Information System Rules published by the Allocation Platform; such requirements may include but are not limited to the obligation to provide an electronic certificate for signing and encryption or other technology for authentication purposes.
2. The Allocation Platform shall confirm the creation of the user account or send a refusal note to the Registered Participant, at the latest, five (5) Working Days after the receipt of the relevant signed and completed form by the Registered Participant. The confirmation or refusal note shall be sent via email to the operational contact person specified by the Registered Participant in accordance with Rule 9.
3. The Allocation Platform shall send the duly justified refusal note if the requirements listed in paragraph 1 of this Rule are not fulfilled and access to the Auction Tool will not be granted.



*Rule 16*

**Conclusion of additional financial and/or contractual terms**

The Allocation Platform may (on its own account or on behalf of any Allocation Platform Service Provider) develop and publish additional standard financial and/or contractual terms to be accepted by the Registered Participants as long as these additional terms comply with these Intraday Allocation Rules.

*Rule 17*

**Regulatory and legal requirements**

It is the responsibility of each Registered Participant to ensure that it complies with relevant national legislation, including requirements of any relevant competent authority, and obtained all necessary authorisations in connection with its participation in Auctions and its use of Intraday Transmission Rights.

## CHAPTER 3 Collaterals

### *Rule 18*

#### **General provisions**

1. Registered Participants shall provide collaterals in order to secure payments to the Allocation Platform resulting from Auctions for Intraday Transmission Rights and, where applicable, potential other payments falling due under the additional financial terms in accordance with Rule 16.
2. Only the following forms of collateral shall be accepted:
  - (a) a Bank Guarantee;
  - (b) a cash deposit in a dedicated Business Account.
3. Collaterals may be provided in one of the forms mentioned in paragraph 2 of this Rule or a combination of these forms, provided that the Allocation Platform is ultimately entitled as beneficiary to the full collateral.
4. Credit Limit shall always be greater or equal to zero.
5. The collaterals shall be provided in Euros (€).

### *Rule 19*

#### **Form of cash deposit**

1. For collaterals that are provided in the form of a cash deposit in a dedicated Business Account the following conditions shall apply:
  - (a) the money shall be deposited on a dedicated Business Account at a bank selected by the Allocation Platform or (if applicable) the Allocation Platform Service Provider;
  - (b) the dedicated Business Account shall be opened and used in accordance with additional financial terms to be concluded between the Allocation Platform or (if applicable) the Allocation Platform Service Provider and the Registered Participant, or where relevant the financial institution and the Registered Participant;
  - (c) until withdrawal as permitted by the following provisions of Rule 25, the cash deposit in the dedicated Business Account belongs to the Registered Participant if not stated otherwise in the additional financial terms in accordance with Rule 16;
  - (d) withdrawals from the dedicated Business Account pursuant to Rule 23 and Rule 25 may be made solely on the instruction of the Allocation Platform or (if applicable) the Allocation Platform Service Provider;
  - (e) the dedicated Business Account may be used in addition for settlement as set forth in Rule 46 upon request of the Allocation Platform or (if applicable) the Allocation Platform Service Provider; and
  - (f) interest on the amount deposited in the dedicated Business Account shall accrue for the benefit of the Registered Participant, after deduction of taxes and bank charges if any.

*Rule 20*  
**Form of Bank Guarantee**

1. Collaterals that are provided in the form of a Bank Guarantee shall comply with the following specifications:
  - (a) the Bank Guarantee shall be provided in the form of the template that is available on the website of the Allocation Platform and updated from time to time or in a form that substantially follows the template;
  - (b) the Bank Guarantee shall be written in English;
  - (c) the Bank Guarantee covers all Auctions organized by the Allocation Platform subject to these Intraday Allocation Rules;
  - (d) the Bank Guarantee shall allow partial and multiple drawing by the Allocation Platform, up to the maximum amount guaranteed;
  - (e) the Bank Guarantee shall provide for payment upon first request of the Allocation Platform. It shall further provide that, if the Allocation Platform or the Allocation Platform Service Provider calls upon the Bank Guarantee, the bank shall pay automatically without any other condition than the receipt of a written demand by registered letter from the Allocation Platform;
  - (f) the Bank Guarantee shall be irrevocable, unconditional and non-transferable;
  - (g) the bank issuing the Bank Guarantee shall be permanently established, including via a branch in a EU member state, European Economic Area or Switzerland;
  - (h) the bank issuing the Bank Guarantee or the financial group it belongs to shall have a long term credit rating of not less than BBB+ by Standard and Poor's Corporation, BBB+ by Fitch or Baa1 by Moody's Investors Service Inc. . If the rating requirement is not fulfilled by the issuing bank itself but by the financial group to which it belongs, the issuing bank shall provide the Allocation Platform with a parental guarantee or an equivalent document issued by the financial group. If the issuing bank or the financial group, the issuing bank belongs to ceases to have the required long term credit rating, the Registered Participant shall within five (5) Working Days submit to the Allocation Platform a substitute Bank Guarantee by a bank complying with the required long term credit rating or replace the Bank Guarantee by deposit. If there are industry-wide downgrades of financial institutions, the Allocation Platform may investigate what the new standards are and, if deemed necessary, decrease the required rating for a limited period of time, informing TSOs, who shall then inform the NRAs;
  - (i) the bank issuing the Bank Guarantee shall not be an Affiliate of the Registered Participant for which the Bank Guarantee is issued.
2. A Bank Guarantee shall contain the following:
  - (a) a maximum amount guaranteed;
  - (b) the Allocation Platform or Allocation Platform Service Provider's identification as beneficiary, as specified on the website of the Allocation Platform;
  - (c) the Allocation Platform or Allocation Platform Service Provider's bank account, as specified on the website of the Allocation Platform;

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- (d) the Allocation Platform or Allocation Platform Service Providers' bank's address, as specified on the website of the Allocation Platform;
  - (e) the Registered Participant's full identification, including name, address, commercial/company register;
  - (f) full identification of the providing bank; and
  - (g) the validity time.
3. The Registered Participant shall submit the Bank Guarantee at least two (2) Working Days before the Bidding Period closure of the Auction for which it shall be used as collateral or otherwise, it shall be considered for the subsequent Auctions.
  4. The Allocation Platform shall accept the Bank Guarantee provided by a Registered Participant if the Bank Guarantee is provided in line with the specifications set out in paragraph 1 to 2 of this Rule and the original of the Bank Guarantee has been received by the Allocation Platform.
  5. The Allocation Platform shall confirm the acceptance of the Bank Guarantee or send a refusal note to the Registered Participant, at the latest, two (2) Working Days after the receipt of the original of the Bank Guarantee. The confirmation or refusal note shall be sent via email to the commercial and operational contact persons specified by the Registered Participant in accordance with Rule 9. The refusal note shall include reasoning for refusal.

### *Rule 21*

#### **Validity and renewal of the Bank Guarantee**

1. Collaterals in the form of a Bank Guarantee shall be valid for the minimum period until at least thirty (30) days after the end of calendar month of the Product Period.
2. The Registered Participant shall replace or renew the collaterals in form of a Bank Guarantee to fulfil the requirements of paragraph 1 of this Rule.

### *Rule 22*

#### **Credit Limit**

1. The Allocation Platform shall calculate and continuously update the Credit Limit of each Registered Participant in respect of each subsequent Auction. For the purpose of calculating the Credit Limit under this Rule 22, any outstanding payment obligations of the Registered Participant under any set of rules applicable to Capacity Allocation (this may include, but is not limited to, the Day Ahead Allocation Rules and the Long Term Allocation Rules) shall be taken into account. In case of a Bank Guarantee such Bank Guarantee shall be only considered if the requirements in Rule 21 related to its validity for the respective Auction are fulfilled. The Allocation Platform shall make this information available to each Registered Participant individually through the Auction Tool.
2. Outstanding payment obligations are calculated according to Rule 43 subject to additional rules in paragraph 3 to 4 of this Rule and in Rule 31.
3. For the purpose of the Credit Limit calculation, outstanding payment obligations shall be increased to include the taxes and levies in force subject to Rule 44.
4. Maximum payment obligations for a Registered Participant resulting from its Bid(s) registered at the closure of the Bidding Period, calculated according to Rule 31, shall be considered provisionally as the outstanding payment obligations. From the publication of the provisional Auction results until the moment when the Auction Results become final the due amount notified according to Rule 33 paragraph

3 (c) shall be provisionally considered as outstanding payment obligations for Credit Limit calculation for any concurrent Auction. The Credit Limit shall be revised based on the actual allocated Intraday Transmission Rights when the provisional Auction results are published as described in CHAPTER 4.

*Rule 23*

**Modifications of the collaterals**

1. A Registered Participant may request in written form an increase of the collateral in form of a Bank Guarantee, a decrease of the collateral in form of a Bank Guarantee and/or cash deposit or change of the form of the collateral at any time in accordance to paragraphs 2 and 3 of this Rule.
2. A decrease of the collaterals of a Registered Participant shall only be allowed if the Credit Limit after applying the requested decrease of the collaterals would be greater than or equal to zero.
3. The Allocation Platform shall accept the modification of the collaterals if the request for a modification of collaterals is compliant with the condition set out in paragraph 2 of this Rule in case of a decrease or with the conditions set out in Rules 20 and 21 in case of an increase of collaterals in the form of a Bank Guarantee and in case of a change in the form of the collaterals from cash on deposit to Bank Guarantee.
4. The modification of the collaterals shall become valid and effective only when the Allocation Platform has made the requested modification of the collaterals of the Registered Participant within the Auction Tool.
5. The Allocation Platform shall assess the request for modification of collaterals and confirm the acceptance or send a refusal note to the Registered Participant, at the latest, two (2) Working Days after the receipt of the request. The confirmation or refusal note shall be sent via email to the commercial and operational contact persons specified by the Registered Participant in accordance with Rule 9. The refusal note shall include reasoning for refusal.

*Rule 24*

**Collateral incident**

1. A collateral incident occurs in the following cases:
  - (a) the collaterals are insufficient to secure the amount due for the Intraday Transmission Rights held by a Registered Participant on the next payment date as set forth in Rule 46 considering the amount and the validity of the collaterals; or
  - (b) the collaterals are not renewed in accordance with Rule 21 paragraph 2; or
  - (c) the collaterals are not restored after a payment incident in accordance with Rule 25 or new collateral was provided that is not compliant with the conditions specified in Rules 18(3), 19 and 20.
2. The Allocation Platform shall notify the collateral incident to the Registered Participant by email. The Registered Participant shall increase its collaterals within two (2) Working Days from sending of the notification if this is done during Working Hours or two (2) Working Days starting from the next Working Day if sent after Working Hours. If the provided collaterals by the Registered Participant remain insufficient after this period, the Allocation Platform may suspend or terminate the Intraday Participation Agreement in accordance with Rule 51 and Rule 52.

*Rule 25*

**Calls on collaterals**

1. The Allocation Platform is entitled to call upon collateral of a Registered Participant in the event of a registered payment incident in accordance with Rule 48 and in accordance with the provisions of Article 26 (*Calls on collaterals*) of the Long Term Allocation Rules.
2. The Registered Participant shall restore its collateral after a payment incident or collateral incident by following the conditions as set forth in Rules 18(3), 19 and 20 unless the Intraday Participation Agreement is suspended or terminated in accordance with Rule 52 and Rule 53.

## CHAPTER 4 Auctions

### *Rule 26*

#### **General provisions for Auctions**

1. The Allocation Platform shall allocate Intraday Transmission Rights to Registered Participants by way of Explicit Allocation. Prior to any Auction the Allocation Platform shall publish Auction Specifications via the Auction Tool.
2. The Auctions shall be organised via the Auction Tool. Each Registered Participant fulfilling the requirements for participating in the Auction may place Bids in the Auction Tool until the relevant deadline for placing Bids in the specific Auction expires according to the respective Auction Specification published on the website.
3. After the relevant deadline for placing Bids in the specific Auction has expired, the Allocation Platform shall evaluate the Bids against the respective Credit Limits of the Registered Participants (in accordance with Rule 32). The results of the Auction will be notified to the Registered Participant via the Auction Tool.

### *Rule 27*

#### **Capacity Allocation timeframe and form of product**

1. The standard Intraday Capacity Allocation timeframes, subject to product availability, are hourly products which are offered in the Auctions set out in Annex 1 to these Intraday Allocation Rules.

### *Rule 28*

#### **Auction Specification**

1. The Allocation Platform shall publish the Auction Specification as set forth in paragraph 2 of this Rule.
2. The Allocation Platform shall publish the Auction Specification via the Auction Tool no later than the start of the Bidding Period of an Auction. The Auction Specification shall state in particular:
  - (a) the code identifying the Auction in the Auction Tool;
  - (b) identification of the direction covered;
  - (c) the Product Period;
  - (d) the Bidding Period;
  - (e) the deadline for the publication of Auction results;
  - (f) offered capacity calculated as available Cross Zonal Capacity resulting from the difference between the NTC and the net values of the Exchange Programs of the previous timeframes;
  - (g) Any applicable UIOLI Deadline; and
  - (h) any other relevant information or terms applicable to the product or the Auction.

*Rule 29*  
**Bids submission**

1. The Registered Participant shall submit a Bid or set of Bids to the Allocation Platform in accordance with following requirements:
  - (a) it shall be submitted electronically using the Auction Tool during the Bidding Period as specified in Auction Specification;
  - (b) it shall identify the Auction via an identification code;
  - (c) it shall identify the Registered Participant submitting the Bid through its EIC code;
  - (d) it shall identify the direction for which the Bid is submitted;
  - (e) it shall state the Bid Price, which shall be different for each Bid of the same Registered Participant unless otherwise provided for in the Information System Rules, exclusive of taxes and levies, in EUR per MW for one hour of the Product Period, i.e. EUR/MWh, expressed to a maximum of two (2) decimal places, and equal to or greater than zero;
  - (f) it shall state the Bid Quantity in full MW which must be expressed without decimals, minimum amount of a single Bid is one (1) MW.
2. The Registered Participant may modify its previously registered Bid or set of Bids at any time during the Bidding Period including its cancellation. In case the Bid has been modified only the last modification of the Bid or set of Bids shall be taken into account for the Auction results determination.
3. If a Bid Quantity or a quantity calculated as a sum of the Bid Quantity for several Bids submitted for the same Auction by a Registered Participant exceeds the Offered Capacity announced in the Auction Specification, this Bid or these Bids shall be completely rejected. Where a modification of previously submitted Bids results in exceeding the Offered Capacity, the modification shall be rejected and the previously registered Bids will stand.
4. In case where the Information System Rules allows submission of Bids with the same Bid Price by one or more Registered Participant(s) the Allocation Platform may apply additional criteria or rules to decide which Bid shall be rejected. Such additional criteria or rules shall be included in the information System Rules and shall be one or more from the following:
  - (a) chronological submission (time stamp); and/or
  - (b) Bid identification assigned by the Auction Tool; and/or
  - (c) rejection of all relevant Bids with the same Bid Price.
5. The above mentioned process shall apply to all forms of an Auction product and all allocation timeframes.
6. All Bid prices are deemed to be exclusive of Taxes.

*Rule 30*  
**Bid registration**

1. The Allocation Platform shall not register a Bid that:



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- (a) does not comply with the requirements of Rule 29; or
  - (b) is submitted by a Registered Participant who is suspended in accordance with Rule 52.
2. Provided that a Bid or a set of Bids fulfils the requirements set forth in Rules 29 and 30, the Allocation Platform shall confirm to the Registered Participant that such Bid(s) have been correctly registered by acknowledgment of receipt via a message on the Auction Tool. If the Allocation Platform does not issue an acknowledgment of receipt for a Bid, such Bid shall be deemed not to have been registered.
  3. The Allocation Platform shall notify a Registered Participant whose Bid is rejected as invalid and the reason for this rejection, without undue delay after the Bid is rejected.
  4. The Allocation Platform shall maintain a record of all valid Bids received.
  5. Each valid Bid registered at closure of the Bidding Period shall constitute an unconditional and irrevocable offer by the Registered Participant to the Allocation Platform to buy Intraday Transmission Rights up to the Bid Quantity and at prices up to the Bid Price and under the terms and conditions of these Intraday Allocation Rules and the relevant Auction Specification.

### *Rule 31* **Default Bid**

1. The Registered Participant has the option to place default Bids for Auctions.
2. A default Bid, once identified as such by the Registered Participant, shall apply automatically to each subsequent and relevant Auction as defined by the Registered Participant when placing the default Bid. At the opening of a relevant Bidding Period, the registered default Bid shall be considered as a Bid submitted by the Registered Participant for the relevant Auction. This Bid shall be considered as delivered when the Allocation Platform sends an acknowledgment of receipt to the Registered Participant.
3. If a default Bid Quantity or a quantity calculated as a sum of the Bid Quantity for several default Bids submitted for the same Auction by a Registered Participant exceeds the final Offered Capacity, the Bids with the lowest Bid Price shall be rejected one by one until the total allowed Bid Quantity is reached.
4. A Registered Participant who wants to modify a default Bid for a future Auction shall change the Bid Quantity and the Bid Price of its default Bids before the respective Auction Bidding Period opening.
5. A Registered Participant not wishing to submit the default Bid on the Auction Tool for future Auctions can cancel its default Bids before the subsequent Auction Bidding Period opening.

### *Rule 32* **Credit Limit verification**

1. Upon submission by a Registered Participant of a Bid or set of Bids to the Auction Tool the Allocation Platform shall check whether the maximum payment obligations (MPO) connected with that Registered Participant's registered Bid(s) calculated according to paragraph 4 and 5 of this Rule at the time of Bid(s) submission exceed the Credit Limit. If the maximum payment obligation connected with the registered Bids exceed the Credit Limit, the Allocation Platform shall issue automatically via the Auction Tool a warning to the Registered Participant to modify the Credit Limit. Bids shall not be rejected automatically if

## CONSULTATION DRAFT

the maximum payment obligation attributed to registered Bids exceeds the Credit Limit at Bid submission but only after the process described in paragraph 2 of this Rule.

2. At closure of the Bidding Period the Allocation Platform shall confirm again whether the maximum payment obligations connected with registered Bids calculated according to paragraph 5 of this Rule exceed the Credit Limit. If the maximum payment obligations connected with these Bids exceed the Credit Limit, these Bids, starting with the Bid with the lowest Bid Price, shall be one (1) by one (1) excluded, until the maximum payment obligations are less than equal to the Credit Limit. The Allocation Platform may apply additional criteria or rules to decide which Bid shall be rejected. Such additional criteria or rules shall be included in the information System Rules and shall be one or more from the following:

- (a) chronological submission (time stamp); and/or
- (b) Bid identification assigned by the Auction Tool; and/or
- (c) rejection of all relevant Bids with the same Bid Price.

3. The Allocation Platform shall indicate the insufficient collaterals as the reason for the Bid exclusion in the Auction results notification to the Registered Participant.

4. The Allocation Platform shall continuously assess all the Bids irrespectively to which Auction and with regard to which direction they are submitted. In case of Bids connected with various and overlapping Auctions the Allocation Platform shall consider all calculated maximum payment obligations as outstanding payment obligations according to Rule 22.

5. For calculation of maximum payment obligation (MPO) related to one direction the Allocation Platform shall sort the registered Bids of a Registered Participant by Bid Price in descending order (merit-order). Bid 1 shall be the Bid with the highest Bid Price and Bid  $n$  shall be the Bid with the lowest Bid Price. The Allocation Platform shall calculate the maximum payment obligation according to the following equation:

$$MPO = \sum_{hours} \text{Max} \left[ \text{Bid Price (1)} * \text{Bid Quantity (1)}; \text{Bid Price (2)} * \sum_{i=1}^2 \text{Bid Quantity (i)}; \dots \right. \\ \left. \dots; \text{Bid Price (n - 1)} * \sum_{i=1}^{n-1} \text{Bid Quantity (i)}; \text{Bid Price (n)} * \sum_{i=1}^n \text{Bid Quantity (i)} \right]$$

6. When calculating the maximum payment obligations according to paragraph 5 of this Rule, the Allocation Platform shall also take into account the increase of the maximum payment obligations with applicable taxes and levies in force.

### Rule 33

#### Auction Results Determination

1. After the expiration of the Bidding Period for an Auction and the Credit Limit verification pursuant to Rule 32, the Allocation Platform shall determine the Auction results and allocate Intraday Transmission Rights in accordance with this Rule.

2. The Auction results determination shall include the following per hour:

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- (a) determination of the total quantity of the allocated Intraday Transmission Rights per direction;
- (b) identification of winning Bids to be fully or partially satisfied; and
- (c) determination of the Marginal Price for the border and direction.

3. The Allocation Platform shall determine the Marginal Price at each bidding zone border and direction based on the following criteria:

- (a) if the total quantity of Cross Zonal Capacity for which valid Bids have been submitted is lower than or equal to the relevant Offered Capacity for the relevant Auction, then the Marginal Price shall be zero;
- (b) if the total quantity of Cross Zonal Capacity for which valid Bids have been submitted exceeds the relevant Offered Capacity for the relevant Auction, the Marginal Price shall be set at the lowest Bid(s) Price(s) allocated in full or in part using the respective Offered Capacities.

4. If two (2) or more Registered Participants have submitted for one direction valid Bids with the same Bid Price, that cannot be accepted for the total requested quantity of Intraday Transmission Rights, the Allocation Platform shall determine the winning Bids and the quantity of the allocated Intraday Transmission Rights per Registered Participant as follows:

- (a) the Cross Zonal Capacity available for the Bids which set the Marginal Price shall be divided by the number of the Registered Participants which submitted these Bids;
- (b) in case the quantity of Intraday Transmission Rights requested by a Registered Participant at Marginal Price is lower or equal than the share calculated according to item (a) above, the request of this Registered Participant shall be fully satisfied;
- (c) in case the requested quantity of Intraday Transmission Rights by a Registered Participant at Marginal Price exceeds the share calculated according to item (a) above, the request of this Registered Participant shall be satisfied up to the amount of the share as calculated according to item (a) above;
- (d) any remaining Cross Zonal Capacity after the allocation according to items (b) and (c) shall be divided by the number of the Registered Participants whose requests have not been fully satisfied and allocated to them applying the process described in items (a), (b) and (c) above.

5. Whenever the calculation set forth in paragraphs 3 to 5 of this Rule does not result in a full MW amount in accordance with Rule 29 paragraph 1(f), the Intraday Transmission Rights shall be rounded down to the nearest full MW. The case when the Transmission Rights allocated to individual Registered Participants are equal to zero after rounding shall not impact the Marginal Price determination.

6. The Intraday Transmission Rights are deemed to have been allocated to a Registered Participant from the moment the Registered Participant has been informed of the Results.

### *Rule 34*

#### **Notification of final Auction results**

1. The Allocation Platform shall publish on its website the final Auction results as soon as possible but not later than specified in the Auction Specification.

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2. The publication of the final Auction results for each direction and hour included in the Auction shall comprise at least the following data:

- (a) total requested Intraday Transmission Rights in MW;
- (b) total allocated Intraday Transmission Rights in MW;
- (c) Marginal Price in EUR/MW per hour;
- (d) number of Registered Participants participating in the Auction;
- (e) number of Registered Participants who placed at least one winning Bid in the Auction;
- (f) list of registered Bids without identification of the Registered Participants (bid curve); and
- (g) Congestion Income per direction.

3. As soon as possible after the publication of the final Auction results the Allocation Platform shall provide via the Auction Tool and notify to each Registered Participant who submitted a Bid to a specific Auction at least the following data:

- (a) allocated Intraday Transmission Rights for each Product in MW;
- (b) Marginal Price in EUR/MW per hour; and
- (c) due amount for allocated Intraday Transmission Rights in EUR, rounded to two decimal places.

4. In the event that the Auction Tool is unavailable, the Allocation Platform shall inform the Registered Participants of the provisional Auction Results via email.

*Rule 35*  
**[not used]**

*Rule 36*  
**Auction cancellation**

1. In case the Allocation Platform cancels an Auction, all Bids already submitted and any results of the respective Auction shall be deemed null and void.
2. The Allocation Platform shall inform all Registered Participants without undue delay, of the Auction cancellation by notification published in the Auction Tool or on webpage of Allocation Platform and by e-mail.
3. An Auction cancellation may be announced in the following cases:
  - (a) if the Allocation Platform faces technical obstacles during the Auction process including a failure of standard processes or systems and in the event of erroneous results due to incorrect Marginal Price calculation or incorrect allocation of Intraday Transmission Rights to Registered Participants or similar reasons; and/or
  - (b) if the interconnector experiences an unplanned outage during the Auction Bidding Period and/or
  - (c) in the event of erroneous results due to incorrect Marginal Price calculation or incorrect allocation of Intraday Transmission Rights to Registered Participants or similar reasons.
4. In case of Auction cancellation no compensation shall be paid to the Registered Participants.

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5. The Allocation Platform shall publish on its website, without undue delay, the reasons for the Auction cancellation.
6. In case of Auction cancellation a fallback procedure is not provided and postponement of an Auction is not possible.

## CHAPTER 5

### Use of Intraday Transmission Rights

#### *Rule 37*

##### **General principles**

1. Intraday Transmission Rights allocated in Auctions shall be subject to the Use it or Lose It principle (as of any applicable UIOLI Deadline) with no financial compensation.
2. A Registered Participant holding allocated Intraday Transmission Rights may nominate the Intraday Transmission Rights for its physical use in accordance with Rule 38. In such case, the energy accounts of Registered Participant on each side of the interconnector will be updated taking into account the appropriate loss factor as defined in the Day Ahead and Intraday Nomination Rules.

#### *Rule 38*

##### **Nomination of Intraday Transmission Rights**

1. Registered Participants eligible to nominate Intraday Transmission Rights shall fulfil the requirement described in applicable Nomination Rules.
2. The Nomination shall only be done in compliance with the Rights Document.
3. The relevant Nomination Rules are the Day Ahead and Intraday Nomination Rules. The applicable nomination deadlines are set forth in the relevant Nomination Rules. The Allocation Platform shall publish information on its website on the nomination deadlines. In case of any discrepancy between the deadlines published by the Allocation Platform and those of the valid and legally binding relevant Nomination Rules, the latter shall prevail and the Allocation Platform shall not be held liable for any damages due to such a discrepancy.

#### *Rule 39*

##### **Rights Document**

1. The Rights Document shall contain the information about the volume in MW that eligible persons are entitled to nominate in specific directions and for hourly periods.
2. The Allocation Platform shall send a Rights Document after each Auction to the Intraday Transmission Rights' holder via the Auction Tool

## CHAPTER 6

### Curtailment

#### *Rule 40*

##### **Triggering events and consequences of curtailment on Transmission Rights**

1. Intraday Transmission Rights may be curtailed in any Settlement Period in the event of Force Majeure or an emergency situation according to Applicable Law resulting in a Capacity Shortage.
2. Curtailment may be applied on allocated Intraday Transmission Rights or, where the case may be, on nominated Intraday Transmission Rights.
3. Each Registered Participant affected by curtailment shall lose its right to nominate for physical use the concerned Intraday Transmission Rights.
4. In case of curtailment, the affected Registered Participant is entitled to receive reimbursement or compensation according to Rule 42.

#### *Rule 41*

##### **Process and notification of curtailment**

1. The Allocation Platform shall notify the affected holders of Intraday Transmission Rights as soon as possible of a curtailment of Intraday Transmission Rights via email and on the webpage of the Allocation Platform. The notification shall identify the affected Intraday Transmission Rights, the affected volume in MW per hour for each concerned period and the triggering events for curtailment as described in Rule 40 and the amount of Intraday Transmission Rights that remain after the curtailment.
2. The Allocation Platform shall publish the triggering events for curtailment in accordance with Rule 40 including their estimated duration on its website (or the Allocation Platform Service Provider's website) as soon as possible.
3. The curtailment of Intraday Transmission Rights during a specific time period shall be applied to all Intraday Transmission Rights of the concerned periods on a pro rata basis, which means in proportion to the held Intraday Transmission Rights, regardless of the time of allocation.
4. For each affected Registered Participant, remaining Intraday Transmission Rights which have not been curtailed shall be rounded down to the nearest MW.

#### *Rule 42*

##### **Reimbursement for curtailments due to Force Majeure or emergency situation**

1. In the case of Force Majeure holders of curtailed Intraday Transmission Rights shall be entitled to receive a reimbursement equal to the price of the Intraday Transmission Rights set during the Intraday Capacity Allocation process, which for each affected hour and Registered Participant shall be calculated as:
  - a. the Marginal Price of the initial Auction; multiplied by

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- b. the volume in MW per hour corresponding to the difference between the Intraday Transmission Rights held by the Registered Participant before and after the curtailment.
2. In the event of an emergency situation holders of curtailed Intraday Transmission Rights shall be entitled to receive compensation for the corresponding curtailed units equal to the maximum of (a) 0€/MWh and (b) the initial price paid in the direction of the curtailed Transmission Rights.



## CHAPTER 7 Invoicing and Payment

### *Rule 43*

#### **General principles**

1. A Registered Participant shall pay the amounts due as calculated in accordance with Rule 44 for all Intraday Transmission Rights allocated to it.
2. The Registered Participant may upon payment and in line with separate agreements between the Registered Participant and concerned TSOs physically use the Cross Zonal Capacity connected with the allocated Intraday Transmission Rights as described in these Intraday Allocation Rules. All financial information, prices and amounts due shall be expressed in Euros (€), except if deviations are required by applicable law or regulations.
3. The payment shall be settled on the date upon which the given amount is credited to the account of the beneficiary. Any interest for late payment shall be considered as settled on the date when the payment was credited from the account of the payer.
4. Payments shall be done in Euros (€).
5. The Allocation Platform shall consider taxes and levies at the rate and to the extent applicable when assessing payment obligations and issuing invoices under these Intraday Allocation Rules subject to Rule 45.
6. The Registered Participant shall provide the Allocation Platform with relevant information for justifying whether or not respective taxes and levies are applicable when signing the Intraday Participation Agreement as well as any changes in this respect without undue delay.

### *Rule 44*

#### **Calculation of due amounts**

1. Registered Participants shall pay for each of the Intraday Transmission Rights allocated to them and for individual hour an amount equal to:
  - (a) the Marginal Price (per MW per hour); multiplied by
  - (b) the Intraday Transmission Rights in MW allocated in individual hour.
2. The Intraday Transmission Rights will be invoiced on a monthly basis. The Allocation Platform shall calculate the due amount to be paid retroactively for the preceding month. The amount due plus any applicable taxes, duties or other charges, shall be rounded to two decimal places.

### *Rule 45*

#### **Tax Gross-up**

1. Each Registered Participant must make all payments to be made by it under these Intraday Allocation Rules without any tax deduction, unless a tax deduction is required by law.
2. If a tax deduction is required by law to be made by a Registered Participant, the amount of the payment due from the Registered Participant to the Allocation Platform will be increased to an amount which (after making the tax deduction) leaves an amount equal to the payment which would have been due if no tax deduction had been required.

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3. Paragraph 2 of this Rule does not apply with respect to any tax assessed on the Allocation Platform on any payment received in connection with these Intraday Allocation Rules under the laws of the jurisdiction in which the Allocation Platform is incorporated or, if different, the jurisdiction (or jurisdictions) in which the Allocation Platform is treated as resident for tax purposes or has or is deemed for tax purposes to have a permanent establishment or a fixed place of business to which any payment under these Intraday Allocation Rules is attributable. Paragraph 2 of this Rule does not apply to value added tax as provided for under Applicable Law and/or any other applicable national legislation as amended from time to time and any other tax of a similar nature.

### *Rule 46*

#### **Invoicing and payment conditions**

1. The Allocation Platform shall issue invoices for payments for all Transmission Rights on a monthly basis and no later than the tenth (10<sup>th</sup>) Working Day of each month for the Auctions with delivery period of the month preceding.
2. The Allocation Platform shall send the invoice only by e-mail to the Registered Participant at the e-mail address of the financial contact person submitted in accordance with Rule 9(h) or it should make it available to the Registered Participant via the Auction Tool. The date of issuance of the invoice shall be the date on which the email is sent if this is done during Working Hours or the next day if sent after Working Hours.
3. In the cases of curtailment of Transmission Rights the invoices shall take into account any payments to be credited to the Registered Participant. The payments to be credited to the Registered Participants shall:
  - (a) be settled through self-billing mechanism which shall allow the Allocation Platform to issue invoices in the name and on behalf of the Registered Participant; and
  - (b) be notified through the same invoice as the one used for the payments of the Registered Participant as set forth in paragraph 2 of this Rule;
4. The payments due shall be netted taking into account the amount as set forth in paragraph 1 and 3 of this Rule.
5. If the balance of the payments as set forth in paragraph 4 of this Rule results in a net payment from the Registered Participant to the Allocation Platform, the Registered Participant shall settle this balance within five (5) Working Days after the date of issuance of the invoice.
6. Payments by the Registered Participant as set forth in paragraph 5 of this Rule shall be collected as follows:
  - (a) Based on the standard procedure, the Allocation Platform shall collect the payment automatically from the dedicated Business Account of the Registered Participant on the respective due date of the invoice; or
  - (b) alternatively, the Registered Participant shall ensure payment through a non-automated transaction to the account of the Allocation Platform specified on the invoice by indicating the invoice reference.

The alternative procedure may be used upon request of the Registered Participant and with the consent of the Allocation Platform. The Registered Participant shall notify the Allocation Platform by email the request to use the alternative procedure at least two (2) Working Days before the date of issuing of the next invoice as set forth in paragraph 1 of this Rule. Once the alternative procedure is agreed, it shall

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be deemed to be valid until otherwise agreed between the Registered Participant and the Allocation Platform.

7. If the balance of the payments as set forth in paragraph 1 and 3 of this Rule results in a net payment from the Allocation Platform to the Registered Participant, the Allocation Platform shall pay this balance within seven (7) Working Days after the date of issuance of the invoice to the bank account as announced during the accession process in accordance with Rule 9 paragraph 1(g) by the Registered Participant who is entitled to the payments at the due date.
8. Upon the collection of the payment as set forth in paragraph 6 of this Rule, the Allocation Platform shall update the Credit Limit accordingly.
9. In case of an erroneous invoice resulting in an additional payment of the Allocation Platform or the Registered Participant the Allocation Platform shall correct the invoice and any due amount shall be settled as soon as they have been notified to Registered Participant.
10. Bank fees of the payer's bank shall be covered by the payer. Bank fees of the receiving bank shall be covered by the beneficiary. Bank fees of any intermediary bank, shall be covered by the Registered Participant.
11. The Registered Participant shall not be entitled to offset any amount, or withhold any debts arising in connection with obligations resulting from an Auction, against any claims towards the Allocation Platform, whether or not arising out of an Auction. Nevertheless, the right to offset and the right to withhold are not excluded in case the Registered Participant's claim against Allocation Platform is established by a legally binding judgement or is uncontested.

### *Rule 47*

#### **Payment disputes**

1. A Registered Participant may dispute the amount of an invoice, including any amounts to be credited to the Registered Participant. In this case, the Registered Participant shall notify the nature of the dispute and the amount in dispute to the Allocation Platform as soon as practicable and in any event within fifteen (15) Working Days after the date of issuance of the invoice or credit note by registered mail and email. Beyond this period, the invoice shall be deemed to have been accepted by the Registered Participant.
2. If the Registered Participant and the Allocation Platform are unable to resolve the difference within ten (10) Working days after the notification, the procedure for the dispute resolution in accordance with Rule 51 shall apply.
3. A dispute shall in no way relieve the Registered Participant from the obligation to pay the amounts due as set forth in Rule 46(1).
4. If it is agreed or determined based upon the dispute resolution procedure as set forth in Rule 50 that an amount paid or received by the Registered Participant was not properly payable, the following process shall apply:
  - (a) the Allocation Platform shall refund any amount including interest to be calculated according to Rule 43(4) to the Registered Participant in case that the amount paid by the Registered Participant as set forth in Rule 46(1) and Rule 46(4) was higher or the amount paid by the Allocation Platform was lower than the due amount. The Allocation Platform shall make the payment to the bank account indicated by the Registered Participant for this reimbursement in accordance with Rule 9 paragraph 1 (g).

- (b) the Registered Participant shall pay any amount including interest to be calculated according to Rule 43(4) to the Allocation Platform in case that the amount paid by the Registered Party as set forth in Rule 46(1) and Rule 46(4) was lower or the amount paid by the Allocation Platform was higher than the due amount. The Registered Participant shall make the payment in accordance with the procedure set forth in Rule 46(6). Upon such payment the Allocation Platform shall update the Credit Limit of the Registered Participant as set forth in Rule 46(8).
5. The interest paid in case of a payment in accordance with paragraph 4 of this Rule shall be applied from the first (1<sup>st</sup>) day following the date on which the payment was due up to the date on which the disputed amount was refunded and it shall apply also to all taxes and levies required by law.

*Rule 48*

**Late payment and payment incident**

1. In case the Registered Participant has not fully paid an invoice by the due date specified on the invoice, the Allocation Platform shall notify the Registered Participant that a payment incident will be registered if the amount including applicable interest due is not received within two (2) Working Days upon sending of the notification. In case of no payment within the deadline, the Allocation Platform shall notify the Registered Participant that the payment incident was registered.
2. Immediately after registration of the payment incident the Allocation Platform may invoke the collaterals.
3. The Allocation Platform may suspend or terminate the Intraday Participation Agreement in case of registered payment incident in accordance with Rule 52 and Rule 53.
4. In case of late payment or refund, the Parties shall pay interest on the amount due including taxes and levies from the first (1<sup>st</sup>) day following the date on which payment was due until the date on which the payment is done. The interest shall be equal to the highest amount of:
  - (a) a flat rate of 100 €; or
  - (b) eight (8) percentage points per annum above the reference interest rate as officially published by the national authorities of the country in which the Allocation Platform is located and round up to the nearest half percentage point.

## CHAPTER 8 Miscellaneous

### *Rule 49*

#### **Duration and amendment of Intraday Allocation Rules**

1. The Intraday Allocation Rules are of indefinite duration and are subject to amendment in accordance with this Rule. These Intraday Allocation Rules and any amendments thereof shall be consulted upon subject to paragraph 5 of this Rule proposed by the relevant TSOs and enter into force in accordance with the applicable national regulatory regime. The Allocation Platform shall publish the amended Intraday Allocation Rules and send an amendment notice to Registered Participants.
2. Subject to paragraph 5 of this Rule, an amendment shall enter into force at the date and time specified in the amendment notice but no less than twenty eight (28) calendar days after the amendment notice is sent to Registered Participants by the Allocation Platform.
3. Each amendment shall apply to all aspects of these Intraday Allocation Rules, including but not limited to all Auctions conducted after the date on which the amendment takes effect.
4. Any amendment of these Intraday Allocation Rules shall apply automatically to the Intraday Participation Agreement in force between the Allocation Platform and the Registered Participant, without the need for the Registered Participant to sign a new Intraday Participation Agreement but without prejudice to the Registered Participant's right to request the termination of its Intraday Participation Agreement in accordance with Rule 53(1). By participating in the Auction after the Registered Participant was informed about the changes and/or adaptations of the Intraday Allocation Rules and after these changes and/or adaptations of the Intraday Allocation Rules entered into force, it is deemed that the Registered Participant has accepted the changed, i.e. the valid and effective version of the Intraday Allocation Rules.
5. These Intraday Allocation Rules are subject to the legislation prevailing at the time at which they take effect. In the event that there is a change in relevant legislation or any action by competent authorities which have an effect on these Intraday Allocation Rules and/or their annexes then, notwithstanding any other provision of these Intraday Allocation Rules, the Intraday Allocation Rules shall be amended accordingly and pursuant to this Rule.

### *Rule 50*

#### **Liability**

1. The Allocation Platform and the Registered Participants are solely responsible for the fulfilment of any obligation they undertake or are subject to and which arises from or is in connection with the Intraday Allocation Rules and the Intraday Participation Agreement.
2. Subject to any other provisions of these Intraday Allocation Rules the Allocation Platform shall only be liable for damages caused by:
  - (a) fraud, gross negligence or wilful misconduct;
  - (b) death or personal injury arising from its negligence or that of its employees, agents or subcontractors.

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3. A Registered Participant shall indemnify and keep indemnified the Allocation Platform and its officers, employees and agents from and against any and all loss or liability (including legal costs) which any of them may suffer or incur by reason of any claim by any third party on account of any and all loss (whether direct or indirect) suffered by the claimant or any of the claimant's officers, agents, subcontractors or employees in connection with these Intraday Allocation Rules.
4. The Allocation Platform and each Registered Participant acknowledges and agrees that it holds the benefit of paragraph 3 of this Rule for itself and as trustee and agent for its officers, employees and agents.
5. The Registered Participant shall be solely responsible for its participation in Auctions including but not limited to the following cases:
  - (a) the timely arrival of Bids and transfer and return notifications by the Registered Participant;
  - (b) technical failure of the information system on the side of the Registered Participant preventing the communication via the channels foreseen in accordance with these Intraday Allocation Rules.
6. In case of curtailment compensation due to Force Majeure or emergency situation in accordance with Rule 41 Registered Participants shall not be entitled to other compensation than the compensation described in these Intraday Allocation Rules.
7. The Registered Participant shall be liable with respect to any sanctions, penalties, or charges that may be imposed by financial authorities on the Allocation Platform for incorrect tax treatment due to wrong or incomplete information provided by the Registered Participant.
8. This Rule survives the termination of the Registered Participant's Intraday Participation Agreement.

### *Rule 51*

#### **Dispute resolution**

1. Without prejudice to paragraphs 7 and 8 of this Rule, where there is a dispute the Allocation Platform and the Registered Participant shall first seek amicable settlement through mutual consultation pursuant to paragraph 2. For this purpose, the Party raising the dispute shall send a notification to the other party indicating:
  - (a) the existence of an Intraday Participation Agreement between the Parties;
  - (b) the reason for the dispute; and
  - (c) a proposal for a future meeting with a view to settle the dispute amicably.
2. The Parties shall meet within twenty (20) Working Days of a request to meet and seek to resolve the dispute. If no agreement is reached or no response received within a period of thirty (30) Working Days from the date of the aforementioned notification, either Party may refer the matter to the senior management of the Parties to resolve the dispute pursuant to paragraph 3.
3. The senior representative of each of the Allocation Platform and the Registered Participant with authority to resolve the dispute shall meet within twenty (20) Working Days of a request to meet and seek to resolve the dispute. If the representatives are unable to resolve the dispute within twenty (20) Working Days of the meeting or such longer time as may be agreed then the dispute shall be determined by arbitration in accordance with paragraph 4.
4. Where a dispute is to be referred to arbitration under paragraph 3, either the Allocation Platform or the Registered Participant may give notice to the other stating the nature of the dispute and referring the

## CONSULTATION DRAFT

dispute to arbitration. Arbitration shall be conducted in accordance with the Rules of Arbitration of the Chamber of Commerce (ICC). The arbitration shall be conducted before one (1) arbitrator to be nominated upon agreement of the Parties unless a Party requests the appointment of three (3) arbitrators. In case of one (1) arbitrator, the Parties shall agree on the nomination of the arbitrator within two (2) months after the notice was given by the Party referring the dispute to arbitration. If no agreement can be found, the arbitrator shall be appointed by the ICC Court. In case of three (3) arbitrators the claimant shall nominate one (1) arbitrator and the respondent shall nominate one (1) arbitrator. The arbitrators nominated by each Party shall then nominate the chairman of the arbitral tribunal within three (3) Working Days from the confirmation of the appointment of the second arbitrator by the respondent. If the arbitrators nominated by each party cannot agree on the appointment of the chairman, the chairman shall be appointed by the ICC Court. The arbitration shall take place in the location of the Allocation Platform unless otherwise defined in the Intraday Participation Agreement and in accordance with the governing law of these Intraday Allocation Rules while the language of the arbitration proceedings shall be English. The emergency arbitrator provisions according to the Rules of Arbitration of the Chamber of Commerce shall not apply but the interim or injunctive relief measures under the governing law shall apply.

5. Arbitration awards shall be final and binding on the Allocation Platform and the relevant Registered Participant as from the date that they are made. The Allocation Platform and the Registered Participant shall carry out any award of an arbitrator relating to any dispute without delay and each waive their right to any form of appeal or recourse to a court of law or other judicial authority, in so far as such waiver may validly be made.
6. Notwithstanding paragraphs 3 and 4 of this Rule, the Parties may jointly agree to apply court proceedings instead of arbitration to settle a dispute arisen in connection with these Intraday Allocation Rules.
7. In cases of late payment and without prejudice to Rule 48 and paragraphs 1 to 4 of this Rule, a Party may bring court proceedings against the other Party for any amount due under or in connection with these Intraday Allocation Rules and unpaid for more than twenty (20) Working Days after the date the amounts were due.
8. The Parties agree that proceedings referred to in paragraph 6 or paragraph 7 may be brought in any competent court to hear such claim. The Registered Participant irrevocably waives any objection which it may have now or hereafter regarding the venue of such proceedings in any competent court and any claim that any such proceedings have been brought in an inconvenient forum.
9. Notwithstanding any reference to amicable settlement, expert resolution or arbitration under this Rule, the Allocation Platform and the Registered Participant shall continue to perform their respective obligations under these Intraday Allocation Rules and the Registered Participant's Intraday Participation Agreement.
10. This Rule survives the termination of the Registered Participant's Intraday Participation Agreement.

### *Rule 52*

#### **Suspension of the Intraday Participation Agreement**

1. The Allocation Platform may by notice to the Registered Participant suspend temporarily the Registered Participant's rights in connection with these Intraday Allocation Rules with immediate effect if the Registered Participant commits a major breach of an obligation in connection with these Intraday Allocation Rules which may have a significant impact to the Allocation Platform as follows:

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- (a) if a Registered Participant fails to pay any amount properly due and owing to the Allocation Platform pursuant to Rule 48;
  - (b) if a Registered Participant fails to provide and maintain collaterals in accordance with Rule 24;
  - (c) any breach which may have a financial impact to the Allocation Platform;
  - (d) the Allocation Platform has reasonable grounds to believe that the Registered Participant no longer satisfies one or more of any other conditions to participate in Auctions according to these Intraday Allocation Rules unless termination applies according to Rule 53.
2. In any case of a minor breach in relation to these Intraday Allocation Rules such as the failure of the Registered Participant to notify a change in the submitted information in accordance with Rule 9, the Allocation Platform may by notice to the Registered Participant inform the Registered Participant's that its rights in connection with these Intraday Allocation Rules may be suspended unless the Registered Participant remedies the suspension event in the time period specified in the notice. The suspension shall take effect when the period specified for remedy has elapsed without that such remedy has taken place. After the suspension takes effect in accordance with paragraphs 1 and 2 of this Rule, the suspended Registered Participant may no longer participate in an Auction and, unless the payment of the Transmission Right is fully settled or fully secured by collaterals by the suspended Registered Participant, the suspended Registered Participant shall not be entitled to use Transmission Rights according to CHAPTER 5.
3. The Allocation Platform may withdraw a notice under paragraphs 1 or 2 of this Rule at any time. Having given a notice under paragraphs 1 or 2 of this Rule, the Allocation Platform may give a further or other notice at any time in respect of the same or a different suspension event.
4. Once the Registered Participant has fulfilled or remedied the suspension event as notified to it in the notice sent by the Allocation Platform, the Allocation Platform shall reinstate as soon as reasonably practicable the Registered Participant's rights in relation to its ability to participate in Auctions by written notice to the Registered Participant. As from the date of effect of the reinstatement and the Registered Participant may participate in Auctions.
5. If the Allocation Platform gives a notice to a Registered Participant under paragraph 1 or 2 of this Rule, such notice of suspension does not relieve the Registered Participant from its payment obligations under CHAPTER 7.

### *Rule 53*

#### **Termination of the Intraday Participation Agreement**

1. A Registered Participant may at any time request the Allocation Platform to terminate the Intraday Participation Agreement to which the Registered Participant is a Party. The termination shall take effect after thirty (30) Working Days upon receipt of the termination request by the Allocation Platform and all outstanding payment obligations are settled.
2. A Registered Participant may terminate the Intraday Participation Agreement to which the Registered Participant is a Party for good cause when the Allocation Platform has committed a major breach of an obligation connected with these Intraday Allocation Rules or the Intraday Participation Agreement in the following cases:
  - (a) where the Allocation Platform repeatedly fails to pay any amount properly due and owing to the Registered Participant with a significant financial impact;
  - (b) where there is a significant breach of the confidentiality obligations in accordance with Rule 56.



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3. The Registered Participant shall send a notice to the Allocation Platform stating the reason for termination and giving the Allocation Platform twenty (20) Working Days to remedy the breach where possible. Unless the Allocation Platform remedies the breach within the abovementioned deadline, the termination shall take effect immediately upon expiration of such deadline. Where no remedy is possible, the termination shall take effect immediately upon receipt of the termination notice.
4. If any of the termination events in paragraph 5 occurs in relation to a Registered Participant, the Allocation Platform may by notice to the Registered Participant terminate the Intraday Participation Agreement, including the Registered Participant's rights connected with these Intraday Allocation Rules. A termination under this paragraph takes effect from the time of the notice or any later time specified in it. The Registered Participant may not at a later stage enter into the Intraday Participation Agreement with the Allocation Platform until the circumstances of termination continue to exist or it is not sufficiently guaranteed that the breach may not occur again.
5. The termination events referred to in paragraph 4 shall be the following:
  - (a) if the rights of the Registered Participant are suspended for longer than thirty (30) Working Days;
  - (b) if a Registered Participant does not qualify for the participation in the Auction as set forth in Rule 10;
  - (c) if a Registered Participant repeatedly breaches these Intraday Allocation Rules or a Intraday Participation Agreement, whether or not the breach is capable of remedy;
  - (d) if a competent authority (i) determines that the Registered Participant has committed a misuse or fraudulent act and (ii) requests the Allocation Platform to terminate the Intraday Participation Agreement to which such Registered Participant is a Party or (iii) agrees that the Allocation Platform has reasonable grounds to believe that the Registered Participant has committed a misuse or fraudulent act in participating in; or
  - (e) if the Registered Participant has taken any action which may lead to the damaging or reduction in effectiveness of the Auction Tool (it being understood that such an action is deemed to happen in case of any behaviour that can be assimilated to an attack on the information system such as, but not limited to, deny of service, spam, virus, brute forcing, Trojan horse attack).
6. After the termination takes effect in accordance with paragraphs 1 to 4 of this Rule and from that time, the Registered Participant may no longer participate in an Auction.
7. Termination of a Intraday Participation Agreement does not affect any rights and obligations under or in connection with the Intraday Participation Agreement and these Intraday Allocation Rules which arose prior to that termination unless otherwise specified in this Rule. Accordingly, any Registered Participant whose Intraday Participation Agreement is terminated will remain liable, subject to and in accordance with the Intraday Allocation Rules, in respect of all such rights and liabilities. This paragraph shall apply without prejudice to other remedies available to the Allocation Platform under these Intraday Allocation Rules.

### *Rule 54* **Force Majeure**

1. The Allocation Platform or a Registered Participant, which invokes Force Majeure, shall promptly send to the other Party a notification describing the nature of Force Majeure and its probable duration and shall continue to furnish reports with respect thereto with reasonable frequency during the period of Force Majeure. The person invoking the Force Majeure shall make every possible effort to limit the consequences of the Force Majeure.

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2. The affected obligations, duties and rights of a Party subject to Force Majeure shall be suspended from the beginning of Force Majeure, with the exception of the confidentiality provisions in accordance with Rule 56.
3. Suspension under paragraph 2 is subject to the following:
  - (a) suspension will be of no greater scope and of no longer duration than is required by the Force Majeure;
  - (b) the suspension applies only for so long as the Party invoking to Force Majeure is using reasonable efforts to remedy their inability to perform.
4. The consequences of a Force Majeure event, which is not subject to any discussion or litigation between the Allocation Platform and the Registered Participant, are:
  - (a) the Party invoking Force Majeure cannot be held responsible to pay compensation for any damage suffered, due to the non-performance or partial performance of all or any of its obligations during the Force Majeure and when such non-performance or partial performance is due directly to Force Majeure;
  - (b) the acquired Transmission Rights which have been entirely paid and become subject to Force Majeure are reimbursed for the duration of the Force Majeure in accordance with any applicable legislation and these Intraday Allocation Rules.
5. If the Force Majeure continues for a period longer than six (6) months, the Allocation Platform or each Registered Participant may, by notice to the other given at any time while the Force Majeure continues beyond that period, unilaterally terminate the Intraday Participation Agreement. The termination shall take effect ten (10) Working Days after the notice is given or any later date specified in the notice.
6. For avoidance of doubt this Rule is without prejudice to the provisions of CHAPTER 6 regarding the curtailment of Intraday Transmission Rights.

### *Rule 55*

#### **Notices**

1. Any notice or other communication to be given under or in connection with these Intraday Allocation Rules shall be in English.
2. Unless otherwise expressly provided in these Intraday Allocation Rules, all notices or other communications shall be in writing between the Allocation Platform and each Registered Participant and shall be sent to the email address and if not possible, marked for the attention of the other Party's representative as set out in the Intraday Participation Agreement or as notified by the Registered Participant from time to time in accordance with Rule 9.
3. All notices or other communications shall be given by letter delivered by hand against receipt or sent by registered mail or courier in the following cases:
  - (a) the conclusion of the Intraday Participation Agreement in accordance with Rule 6;
  - (b) the suspension and termination according to Rule 52 and Rule 53; and
  - (c) the submission of the bank Guarantee in accordance with Rule 20.
4. All notices or other communications shall be deemed to have been received:

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- (d) in the case of delivery by hand, when delivered against receipt; or
  - (e) in the case of recorded delivery prepaid post, on the day following the recorded day of delivery;  
or
  - (f) in the case of email, when delivered to the other party but only if an acknowledgement of receipt is requested and obtained by the Party sending the e-mail.
5. If a notice or other communication has been received outside normal Working Hours on a Working Day, it is deemed to have been received at the opening of business on the next Working Day.

### *Rule 56* **Confidentiality**

1. The Intraday Participation Agreement and any other information exchanged relating to its preparation and the application of a market participant shall be considered as confidential.
2. Subject to paragraph 3 of this Rule, the Allocation Platform and each Registered Participant who is a recipient of confidential information in relation to these Intraday Allocation Rules shall preserve the confidentiality of such information and shall not directly or indirectly reveal, report, publish, disclose, transfer or use any item of the confidential information otherwise than for the purpose for which it was disclosed.
3. Notwithstanding paragraph 2 of this Rule, the Allocation Platform or a Registered Participant may disclose confidential information of a disclosing party to a third party with the other Party's prior and expressed consent and subject to the condition that the receiving party has given assurance that such third party is bound by equivalent confidentiality obligations as set out in these Intraday Allocation Rules.
4. Notwithstanding paragraph 2 of this Rule the Allocation Platform or a Registered Participant may disclose confidential information of a disclosing party:
  - (a) to the extent expressly permitted or contemplated by the Intraday Allocation Rules;
  - (b) to any person who is one of the directors, officers, employees, agents, advisers or insurers of the recipient and who needs to know the confidential information in connection with these Intraday Allocation Rules;
  - (c) as far as required in order to comply with applicable national legislation or any other relevant domestic administrative acts such as grid codes;
  - (d) as far as required by a court, arbitrator or administrative tribunal or an expert in the course of proceedings before it to which the recipient is a Party;
  - (e) as may be required by the relevant TSOs for the proper fulfilment of their mission and their obligations in accordance with Applicable Laws and these Intraday Allocation Rules by themselves or through agents or advisers; or
  - (f) as far as required in order to obtain clearances or consents from a competent authority.
5. Moreover, the obligations arising from this Rule shall not apply:
  - (a) if the Party which receives the information can prove that at the time of disclosure, such information was already publicly available;

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- (b) 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;
  - (c) 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 participant can be deduced;
  - (d) to information whose publication is explicitly provided for by the present Intraday Allocation Rules.
6. The obligations of confidentiality in this Rule shall remain valid for a period of five (5) years after termination of the Registered Participant's Intraday Participation Agreement.
  7. The signature of an Intraday Participation Agreement and the exchange of confidential information do 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 these Intraday Allocation Rules.

### *Rule 57*

#### **Assignment and subcontracting**

1. The Allocation Platform may assign, novate or otherwise transfer any of its rights or obligations under a Intraday Participation Agreement or these Intraday Allocation Rules to another Allocation Platform. The Allocation Platform shall notify the Registered Participants of the change by sending an email with acknowledgment of receipt as soon as possible and in any event at least ten (10) Working Days before the date on which the change takes effect.
2. Registered Participant may not assign, novate or otherwise transfer any of its rights or obligations under its Intraday Participation Agreement or these Intraday Allocation Rules without the prior written consent of the Allocation Platform.
3. Nothing in this Rule shall prevent an Allocation Platform or Registered Participant from entering into a subcontracting agreement in relation to this Intraday Allocation Rules. Entry into a subcontracting agreement by a Registered Participant does not relieve the Registered Participant of any obligation or liability under its Intraday Participation Agreement or these Intraday Allocation Rules.

### *Rule 58*

#### **Governing law**

These Intraday Allocation Rules shall be governed by and construed in accordance with the law of the location of the registered office of the Allocation Platform unless otherwise specified in the Intraday Participation Agreement.

### *Rule 59*

#### **Language**

The applicable language for these Intraday Allocation Rules shall be English. For the avoidance of doubt, where TSOs need to translate these Intraday Allocation Rules into their national language, in the event of inconsistencies between the English version published by the Allocation Platform and any version in another language, the English version published by the Allocation Platform shall prevail.

### *Rule 60*

#### **Intellectual property**

No Party shall acquire any right, title, licence or interest in or to any intellectual property rights of the other Party in connection with these Intraday Allocation Rules.

*Rule 61*

**Relationship of the Parties**

1. The relationship of the Allocation Platform and the Registered Participant is that of service provider and service user respectively. Except as expressly provided in these Intraday Allocation Rules, nothing contained or implied in these Intraday Allocation Rules constitutes or is deemed to constitute the Allocation Platform or a Registered Participant, the partner, agent or legal representative of the other for any purpose or create or be deemed to create any partnership, agency or trust between the Parties.
2. The Registered Participant acknowledges that neither the Allocation Platform nor any person acting on behalf of or associated with the Allocation Platform makes any representation, gives any advice or gives any warranty or undertaking of any kind in respect of these Intraday Allocation Rules, the Intraday Participation Agreements or the disclosed information or otherwise in relation to or in connection with these Intraday Allocation Rules, the Intraday Participation Agreements and the disclosed information or any transaction or arrangement contemplated by these Intraday Allocation Rules, the Intraday Participation Agreements and the disclosed information except as specifically provided in these Intraday Allocation Rules or the Intraday Participation Agreement.

*Rule 62*

**No third party rights**

The Allocation Platform and each Registered Participant acknowledge and agree that a person who is not a party to the Intraday Participation Agreement between them, including any other market participant, has no rights to enforce these Intraday Allocation Rules or the Intraday Participation Agreement as between the Allocation Platform and that Registered Participant.

*Rule 63*

**Waiver**

1. No omission to exercise or delay in exercising any right, power or remedy provided by law or under these Intraday Allocation Rules shall impair or constitute a waiver of such or any other right, power or remedy. No single or partial exercise of any such right, power or remedy precludes or impairs any other or further exercise thereof or the exercise of any other right, power or remedy provided by law or under these Intraday Allocation Rules.
2. Any waiver of any right, power or remedy under these Intraday Allocation Rules must be in writing and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated, any waiver is effective only in the instance and only for the purpose for which it is given.

*Rule 64*

**Entire agreement**

These Intraday Allocation Rules and the Intraday Participation Agreement contain or expressly refer to the entire agreement between the Allocation Platform and each Registered Participant with respect to the subject matter hereof and expressly exclude any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and understandings between the Allocation Platform and each Registered Participant with respect thereto. The Allocation Platform and each Registered Participant acknowledge and confirm that none of them accede to these Intraday Allocation Rules or the Intraday Participation Agreement in reliance on any representation, warranty or other undertaking (other than where made fraudulently) not fully reflected in the terms of these Intraday Allocation Rules or the Intraday Participation Agreement.

*Rule 65*  
**Remedies exclusive**

The rights and remedies provided by these Intraday Allocation Rules and the Intraday Participation Agreement to the Allocation Platform and each Registered Participant are exclusive and not cumulative and, to the extent permissible by law, shall exclude and be in place of all substantive (but not procedural) rights or remedies expressed or implied and provided by law or statute in respect of the subject matter of these Intraday Allocation Rules and the Intraday Participation Agreement. Accordingly, the Allocation Platform and each Registered Participant hereby waives to the fullest extent possible all such rights and remedies provided by law or statute, and releases each other of them if it is liable to any other of them, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by law or statute in respect of the matters dealt with in these Intraday Allocation Rules and the Intraday Participation Agreement and undertakes not to enforce any of the same except as expressly provided herein.

*Rule 66*  
**Severability**

If any provision of these Intraday Allocation Rules or an Intraday Participation Agreement is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or pursuant to arbitration or by order of any competent authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of these Intraday Allocation Rules and the Intraday Participation Agreement which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality. Any invalid, illegal, void and/or unenforceable part(s) or provision(s) shall be replaced by valid, legal and/or enforceable part(s) or provision(s) in order to achieve the intended economic and legal effect.

## Annex 1: Intraday Business Rules

1. The Allocation Platform shall run Auctions utilising the Auction Schedule as detailed in the tables below for the respective interconnectors:

IFA			
Timings summary (CET)	Auctioned in	Relevant Nomination Gate Open	Relevant Nomination Gate Close
00:00-07:59	ID Auction 1 Start 19:20 D -1 End 19:50 D -1	20:00 D -1	22:50 D -1
01:00-07:59		23:00 D -1	23:50 D -1
02:00-07:59		00:00 D	00:50 D
03:00-07:59		01:00 D	01:50 D
04:00-07:59		02:00 D	02:50 D
05:00-07:59		03:00 D	03:50 D
06:00-07:59		04:00 D	04:50 D
07:00-07:59		05:00 D	05:50 D
08:00-15:59	ID Auction 2 Start 05:20 D End 05:50 D	06:00 D	06:50 D
09:00-15:59		07:00 D	07:50 D
10:00-15:59		08:00 D	08:50 D
11:00-15:59		09:00 D	09:50 D
12:00-15:59		10:00 D	10:50 D
13:00-15:59		11:00 D	11:50 D
14:00-15:59		12:00 D	12:50 D
15:00-15:59		13:00 D	13:50 D
16:00-19:59	ID Auction 3 Start 13:20 D End 13:50 D	14:00 D	14:50 D
17:00-19:59		15:00 D	15:50 D
18:00-19:59		16:00 D	16:50 D
19:00-19:59		17:00 D	17:50 D
20:00-23:59	ID Auction 4 Start 17:20 D End 17:50 D	18:00 D	18:50 D
21:00-23:59		19:00 D	19:50 D
22:00-23:59		20:00 D	20:50 D
23:00-23:59		21:00 D	21:50 D

IFA2			
Timings summary (CET)	Auctioned in	Relevant Nomination Gate Open	Relevant Nomination Gate Close
00:00-11:59	ID Auction 1 Start 19:20 D -1 End 19:50 D -1	20:00 D -1	22:50 D -1
01:00-11:59		23:00 D -1	23:50 D -1
02:00-11:59		00:00 D	00:50 D
03:00-11:59		01:00 D	01:50 D
04:00-11:59		02:00 D	02:50 D
05:00-11:59		03:00 D	03:50 D
06:00-11:59		04:00 D	04:50 D
07:00-11:59		05:00 D	05:50 D
08:00-11:59		06:00 D	06:50 D

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09:00-11:59		07:00 D	07:50 D
10:00-11:59		08:00 D	08:50 D
11:00-11:59		09:00 D	09:50 D
12:00-15:59	ID Auction 2 Start 09:20 D End 09:50 D	10:00 D	10:50 D
13:00-15:59		11:00 D	11:50 D
14:00-15:59		12:00 D	12:50 D
15:00-15:59		13:00 D	13:50 D
16:00-19:59	ID Auction 3 Start 13:20 D End 13:50 D	14:00 D	14:50 D
17:00-19:59		15:00 D	15:50 D
18:00-19:59		16:00 D	16:50 D
19:00-19:59		17:00 D	17:50 D
20:00-23:59	ID Auction 4 Start 17:20 D End 17:50 D	18:00 D	18:50 D
21:00-23:59		19:00 D	19:50 D
22:00-23:59		20:00 D	20:50 D
23:00-23:59		21:00 D	21:50 D



## Part 2

# Day Ahead Allocation Rules

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## CHAPTER 1 GENERAL PROVISIONS

### *Article 1*

#### **Subject-matter and scope**

These Day Ahead Allocation Rules contain the terms and conditions for the allocation of Physical Transmission Rights, in the day-ahead market timeframe, it being understood that the Registered Participant will accede these rules by the signature of the Day Ahead Participation Agreement. In particular, the Day Ahead Allocation Rules set out the rights and obligations of Registered Participants as well as the requirements for participation in Day Ahead Auctions, they describe the process of the Day Ahead Auction, including the determination of Marginal Price as a result of Day Ahead Auction and invoicing/payment.

### *Article 2*

#### **Definitions and interpretation**

1. Unless otherwise defined herein, capitalised terms used in these Day Ahead Allocation Rules shall have the meaning given to them in the Long Term Allocation Rules.
2. For the purposes of interpretation, references in the Day Ahead Participation Agreement to the “Access Rules” shall be read and construed as meaning these Day Ahead Allocation Rules.
3. In addition, the following definitions shall apply:

**Allocation Platform** means an entity appointed and commissioned by the responsible TSOs to act on their behalf and on its own name for the attribution of Cross Zonal Capacity through the Day Ahead Auctions as defined in the Day Ahead Participation Agreement;

**Applicable Law** means any statute, statutory instrument, licence (including any applicable Office of Gas and Electricity Markets Interconnector Licence and the Licence Standards), law (whether English or French) or decree (*décret*) or order in council or directive, or any code including the GB Grid Code, the French Energy Code and Decree n° 2006-1731 of 23 December 2006 (“*approuvant le cahier des charges type de concession du réseau public de transport d’électricité*”) and the Balancing and Settlement Code, or any request, requirement, instruction, direction or rule of any authority but only, where not having the force of law, if compliance with the Applicable Law is in accordance with the general practice of persons to whom the Applicable Law is addressed;

**Auction Specification** means a list of specific characteristics of a particular Day Ahead Auction, including the nature of offered products and relevant dates;

**Auction Tool** means the information technology system used by the Allocation Platform to perform Auctions and to facilitate other procedures described in these Day Ahead Allocation Rules;

**Bid** means a pair of Bid Quantity and Bid Price offered by a Registered Participant participating in an Auction;

**Bid Price** means the price which a Registered Participant is willing to pay for one (1) MW and hour of Transmission Rights;

**Bid Quantity** means the amount of Transmission Rights in MW requested by a Registered Participant;

**Bidding Period** means the time period within which the Registered Participants wishing to participate in an Auction may submit their Bids;

**Business Account** means, a dedicated deposit account opened at the financial institution selected by the Allocation Platform in the name of the Allocation Platform or at the discretion of the Allocation Platform opened by the Registered Participant, but with the Allocation Platform as the beneficiary of the dedicated cash deposit, which may be used for payments by the Registered Participant;

**Cross Zonal Capacity** means the capability of the interconnected system to accommodate energy transfer between bidding zones;

**Day Ahead Allocation Rules** means those rules detailed in Part 2 of the Access Rules

**Day Ahead Auction** means the explicit auction run by Allocation Platform(s) by which daily Cross Zonal Capacity is offered and allocated to market participants who submit Bid(s);

**Day Ahead Participation Agreement** means, the agreement, published on the website of the Allocation Platform, by which the Parties undertake to comply with the terms and conditions for Day Ahead Capacity Allocation as contained in these Day Ahead Allocation Rules;

**EIC Code** means the ENTSO-E Energy Identification Coding Scheme identifying the parties in a cross-border trade;

**Force Majeure** means any unforeseeable or unusual event or situation beyond the reasonable control of a Party and/or the relevant TSOs, and not due to a fault of the Party and/or the relevant TSOs, which cannot be avoided or overcome with reasonable foresight and diligence, which cannot be solved by measures which are from a technical, financial or economic point of view reasonably possible for the Party and/or the relevant TSOs, which has actually happened and is objectively verifiable, and which makes it impossible for the Party and/or the relevant TSOs to fulfil, temporarily or permanently, its obligations;

**Information System Rules** means the terms and conditions for access to and use of the Auction Tool by Registered Participants as published on the Allocation Platform's website;

**Intraday Allocation Rules** means those rules detailed in Part 1 of the Access Rules;

**Marginal Price** means the price determined at particular Auction to be paid by all the Registered Participants for each MW and hour of acquired Day Ahead Physical Transmission Right;

**Long Term Allocation Rules** means those rules detailed in Part 3 of the Access Rules;

**National Regulatory Authorities** means the Commission de Régulation de l'Énergie (CRE) and the Office of Gas and Electricity Markets (OFGEM); **Nomination** means the notification of the use of Cross Zonal Capacity by a Physical Transmission Rights holder and, its counterparty, or an authorized third party, to the respective Transmission System Operator(s);

**Nomination Rules** means the rules with regard to the notification of use of Transmission Rights to the relevant Transmission System Operator(s) as set out at Part 4 of these Access Rules;

**Party/ Parties** means the Allocation Platform and/or a Registered Participant referred to individually as Party or collectively as Parties;

**Physical Transmission Right** means a right entitling its holder to physically transfer a certain volume of electricity in a certain period of time between two bidding zones in a specific direction;

**Product Period** means the time and date on which the right to use the Day Ahead Physical Transmission Right commences and the time and date on which the right to use the Transmission Right ends. The Product Period covers a calendar day of a period of 24 hours beginning at 0:00 and ending at 23:59:59. The days on which the legal time changes (daylight saving time) will be composed of either 23 hours or 25 hours;

**Registered Participant** means a market participant which has entered into a Day Ahead Participation Agreement with the Allocation Platform

**Rights Document** means a document containing the information of the maximum Day Ahead Transmission Rights that can be nominated by a market participant per bidding zone border per day per hour and per direction on the interconnector, taking into account the volume of rights initially acquired, and any possible curtailments which occurred before the issuance of the Rights Document;

**Working Day** means the calendar days from Monday to Friday, with the exception of public holidays as specified on the website of the Allocation Platform;

**Working Hours** means the hours on Working Days specified within the Day Ahead Participation Agreement.

4. In these Day Ahead Allocation Rules, unless the context requires otherwise:
- (a) the singular indicates the plural and vice versa;
  - (b) references to one gender include all other genders;
  - (c) the table of contents, headings and examples are inserted for convenience only and do not affect the interpretation of the Day Ahead Allocation Rules;
  - (d) the word “including” and its variations are to be construed without limitation;
  - (e) any reference to legislation, regulations, directive, order, instrument, code or any other enactment shall include any modification, extension or re-enactment of it then in force;
  - (f) any reference to another agreement or document, or any deed or other instrument is to be construed as a reference to that other agreement, or document, deed or other instrument as amended, varied, supplemented, substituted or novated from time to time;
  - (g) a reference to time is a reference to CET/CEST time unless otherwise specified;
  - (h) where the Allocation Platform is required to publish any information under these Day Ahead Allocation Rules, it shall do so by making the information or data available on its website and/or via the Auction Tool and /or sending an email to the Registered Participants and
  - (i) when using the term Transmission Rights it refers to Physical Transmission Rights.

### *Article 3*

#### **Allocation Platform**

1. The Allocation Platform shall undertake the allocation functions in accordance with these Day Ahead Allocation Rules and in accordance with applicable relevant legislation.
2. The Allocation Platform shall run the Day Ahead Auction for the concerned bidding zone borders. It shall perform the registration process, handle necessary financial risk management, prepare and conduct the Day Ahead Allocations, provide all necessary information to the Registered Participants and the TSOs and collect payments and/or pay according to these Day Ahead Allocation Rules.
3. For the sake of clarity, the Allocation Platform hereby enters into a contractual relationship with the Registered Participants. The appointment of a new Allocation Platform shall not affect the rights and obligations resulting from a Day Ahead Allocation Rules.
4. For the purposes of these Day Ahead Allocation Rules the Allocation Platform shall be the party signing

the Day Ahead Participation Agreement with the Registered Participant.

5. For the purpose of the Day Ahead Participation Agreement with the Registered Participant, the Allocation Platform shall publish subsequent versions of these Day Ahead Allocation Rules thereto as they enter into force in accordance with the applicable national regulatory regimes. In case of a conflict between the subsequent versions by the Allocation Platform and the Day Ahead Allocation Rules including the annexes as entered into force in accordance with the applicable national regulatory regimes, the latter shall prevail.

*Article 4*

**Effective date and application**

1. These Day Ahead Allocation Rules shall enter into force in accordance with the applicable national regulatory regimes upon the approval by the relevant National Regulatory Authorities and, where applicable, notification to Registered Participants (and on the date announced by the Allocation Platform).
2. These Day Ahead Allocation Rules apply to Capacity Allocation with the delivery period to be specified by the Allocation Platform on its website upon the entry into force of these Day Ahead Rules.
3. These Day Ahead Allocation Rules are subject to the legislation prevailing at the time at which they take effect. In the event that there is a change in legislation or any action by competent authorities at national level which have an effect on these Day Ahead Allocation Rules then, notwithstanding any other provision of these Day Ahead Allocation Rules, the Day Ahead Allocation Rules shall be amended accordingly and pursuant to Article 46.



## **CHAPTER 2**

### **Requirements and process for participation in Day Ahead Allocation**

#### *Article 5*

##### **General Provision**

1. Market participants may acquire a Transmission Right in the day-ahead market framework via Day Ahead Auctions.
2. The participation in Day Ahead Auctions requires that the market participant:
  - (a) concludes a valid and effective Day Ahead Participation Agreement indicating on which bidding zone border and also on which interconnector a registration for Day Ahead Auctions is desired in accordance with Articles 6 to 13; and
  - (b) has access to the Auction Tool in accordance with 14;
  - (c) complies with the requirements for provision of collaterals as specified in CHAPTER 3.
3. The participation in Day Ahead Auctions requires that market participants, in addition to the conditions set forth in the previous paragraph, accept additional financial terms where needed in accordance with Article 15.
4. In any case, market participants have to fulfil the obligations as specified in the relevant Chapters of these Day Ahead Allocation Rules.

#### *Article 6*

##### **Day Ahead Participation Agreement conclusion**

1. At least nine (9) Working Days before the first participation in a Day Ahead Auction, any market participant may apply to be a party to a Day Ahead Participation Agreement by submitting, to the Allocation Platform, three (3) signed copies of the Day Ahead Participation Agreement, as published on the website of the Allocation Platform, together with all duly completed information and documents required by Articles 6 to 15. The Allocation Platform shall assess the completeness of the information submitted in accordance with Articles 8 and 11 within seven (7) Working Days of receipt of the completed and signed Day Ahead Participation Agreement.
2. The Allocation Platform shall before the expiration of the seven (7) Working Days deadline ask the market participant to provide any outstanding information which the market participant failed to submit with its Day Ahead Participation Agreement. On receipt of the outstanding information, the Allocation Platform shall within an additional seven (7) Working Days review the information and inform the market participant if any further information is required.
3. Once the Allocation Platform has received all necessary information, it shall return one copy of the Day Ahead Participation Agreement signed by it to the market participant without undue delay. Signature of the Day Ahead Participation Agreement by the Allocation Platform shall not itself indicate compliance with any other condition set in these Allocation Rules for the participation in the Day Ahead Auctions. The Day Ahead Participation Agreement comes into force on the date of signature by the Allocation Platform.

4. In case market participant is already a Registered Participant at the Allocation Platform it only has to complete the missing/extra requirements described under these Day Ahead Allocation Rules respecting the specificities of the previous paragraph of this article.

*Article 7*

**Form and content of the Day Ahead Participation Agreement**

1. The form of the Day Ahead Participation Agreement and the requirements for its completion shall be published by the Allocation Platform and may be amended from time to time by the Allocation Platform without changing any terms and conditions specified in these Day Ahead Allocation Rules unless otherwise stated in these Day Ahead Allocation Rules.
2. As a minimum, the Day Ahead Participation Agreement will require the market participant to:
  - (a) provide all necessary information in accordance with Article 8 and 11; and
  - (b) agree to be bound by and comply with these Day Ahead Allocation Rules.
3. Nothing in these Day Ahead Allocation Rules shall prevent the Allocation Platform and the Registered Participant from agreeing in the Day Ahead Participation Agreement additional rules, out of the scope of these Day Ahead Allocation Rules.
4. In the event of difficulty of interpretation, contradiction or ambiguity between these Day Ahead Allocation Rules and the Day Ahead Participation Agreement, the text of the Day Ahead Allocation Rules shall prevail.

*Article 8*

**Submission of information**

1. The market participant shall submit the following information with its completed and signed Day Ahead Participation Agreement:
  - (a) name and registered address of the market participant including general email and telephone number of the market participant for notifications in accordance with Article 52;
  - (b) an extract of the registration of the market participant in the commercial register of the competent authority;
  - (c) contact details and names of persons authorized to represent the market participant and their function;
  - (d) EU VAT registration number where applicable;
  - (e) Taxes and levies to be considered for invoices;
  - (f) Energy Identification Code (EIC);
  - (g) bank account information for payment to the applicant to be used by the Allocation Platform for the purposes of Article 49 paragraph 6;
  - (h) financial contact person for invoicing and payment issues, and their contact details (email and telephone number) for notifications where required in these Day Ahead Allocation Rules;
  - (i) commercial contact person and their contact details (email and telephone number) for notifications where required in these Day Ahead Allocation Rules;

- (j) operational contact person and their contact details (email and telephone number) for notifications where required in these Day Ahead Allocation Rules; and
  - (k) The list of borders where the Registered Participant wants to participate in Day Ahead Auctions and copies of the signed agreements needed with the concerned TSOs or other legal entities depending on the relevant national legislation to be entitled nominate the allocated Transmission for the corresponding bidding zone borders as specified in Annex 2.
2. A Registered Participant shall ensure that all data and other information that it provides to the Allocation Platform pursuant to these Day Ahead Allocation Rules (including information in its Day Ahead Participation Agreement) is and remains accurate and complete in all material respects and must promptly notify the Allocation Platform of any change.
  3. A Registered Participant shall notify the Allocation Platform if there is any change to the information, submitted in accordance with paragraph 1 of this Article, at least nine (9) Working Days before the change comes into effect and, where that is not possible, without delay after the Registered Participant becomes aware of the change.
  4. The Allocation Platform will confirm the registration of the change or send a refusal note of registration of the change to the Registered Participant, at the latest, seven (7) Working Days after the receipt of the relevant notification of change. The confirmation or refusal note will be sent via email to the commercial and operational contact person specified by the Registered Participant in accordance with paragraph 1 of this Article. If the Allocation Platform refuses to register the change, the reason shall be provided in the refusal note.
  5. The change becomes valid on the day of the delivery of the confirmation to the Registered Participant.
  6. If additional information is required from a Registered Participant as a consequence of an amendment to these Day Ahead Allocation Rules, then the Registered Participant shall submit the additional information to the Allocation Platform within twelve (12) Working Days after the request for such submission by the Allocation Platform.

*Article 9*  
**Warranties**

1. By the signature of the Day Ahead Participation Agreement the market participant warrants that:
  - (a) it has not commenced any proceedings seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights;
  - (b) no insolvency, bankruptcy or other similar legal proceeding affecting creditors' rights have been commenced in relation to the applicant;
  - (c) no winding-up or liquidation proceedings have been commenced with regard to the applicant; and
  - (d) it has no overdue payment obligations towards any current, previous or future Allocation Platform.

*Article 10*  
**Dedicated Business Account**

As part of the submission of the information in accordance with Article 6 and 8, the market participant shall declare to the Allocation Platform whether it intends to open a dedicated Business Account for

the purposes of depositing cash collaterals and/or for the purposes of making payments on the basis described in Article 49.

*Article 11*

**Acceptance of the Information System Rules**

By signing the Day Ahead Participation Agreement the market participant accepts the applicable Information System Rules, as amended from time to time and published on the website of the Allocation Platform.

*Article 12*

**Costs related to the Day Ahead Participation Agreement**

All applications to become a Registered Participant and any subsequent participation in Day Ahead Auctions shall be at the Registered Participants' own cost, expense and risk. The Allocation Platform shall not be liable to any person for any cost, damages, or expense in connection with the Registered Participant participating in Day Ahead Auctions unless otherwise explicitly stated in these Day Ahead Allocation Rules.

*Article 13*

**Refusal of application**

The Allocation Platform may refuse to enter into a Day Ahead Participation Agreement with a market participant in the following circumstances:

- (a) when the applicant has not submitted a duly completed and signed Day Ahead Participation Agreement in accordance with Articles 6, 7 and 8; or
- (b) the Allocation Platform has previously terminated a Day Ahead Participation Agreement with the applicant as a result of a breach of the Day Ahead Participation Agreement by the Registered Participant in accordance with Article 56 (3) and (4) and unless the circumstances leading to termination have ceased to exist or the Allocation Platform is reasonably satisfied that the breach will not occur again; or
- (c) if entering into a Day Ahead Participation Agreement with the applicant would cause the Allocation Platform to breach any condition of any mandatory legal or regulatory requirement; or
- (d) if any of the warranties of the Registered Participant under Article 9 are found to be not valid or false.

*Article 14*

**Access to the Auction Tool**

1. The Allocation Platform shall grant access to the Auction Tool free of charge if the following requirements are satisfied:
  - (a) the Registered Participant has signed and delivered a completed form included in the Information System Rules identifying the person(s) for which the user account(s) in the Auction Tool shall be established; and
  - (b) the Registered Participant has fulfilled the requirements on authentication as set forth by the Information System Rules published by the Allocation Platform; such requirements may include but are not limited to the obligation to provide an electronic certificate for signing and encryption or other technology for authentication purposes.
2. The Allocation Platform shall confirm the creation of the user account(s) or may send a refusal note to the Registered Participant, at the latest, five (5) Working Days after the receipt of the relevant

signed and completed form by the Registered Participant. The confirmation or refusal note shall be sent via email to the operational contact person specified by the Registered Participant in accordance with Article 8.

3. The Allocation Platform shall send the duly justified refusal note if the requirements listed in paragraph 1 of this Article are not fulfilled and access to the Auction Tool will not be granted.

*Article 15*

**Conclusion of additional financial terms**

The Allocation Platform may develop and publish additional standard financial terms to be accepted by the Registered Participants, as long as these additional financial terms comply with the Day Ahead Allocation Rules .

*Article 16*

**Regulatory and legal requirements**

It is the responsibility of each market participant to ensure that it complies with national legislation, including requirements of any relevant competent authority, and obtained all necessary authorizations in connection with its participation in Day Ahead Auctions and the use of Transmission Rights allocated in the day-ahead market timeframe.

## CHAPTER 3

### Collaterals

#### *Article 17*

##### **General provisions**

1. Registered Participants shall provide collaterals in order to secure payments to the Allocation Platform resulting from Auctions of Day Ahead Transmission Rights and, where applicable, potential other payments falling due under the additional financial terms in accordance with 15.
2. Only the following forms of collaterals shall be accepted:
  - (a) a Bank Guarantee;
  - (b) a cash deposit in a dedicated Business Account.
3. Collaterals may be provided in one of the forms mentioned in paragraph 2 of this Article or a combination of these forms, provided that the Allocation Platform is entitled as beneficiary to the full collateral.
4. Credit Limit shall always be greater or equal to zero.
5. The collaterals shall be provided in Euros (€).

#### *Article 18*

##### **Form of cash deposit**

1. For collaterals that are provided in the form of a cash deposit in a dedicated Business Account the following conditions shall apply:
  - (a) the money shall be deposited in a dedicated Business Account at a financial institution selected by the Allocation Platform;
  - (b) the dedicated Business Account shall be opened and used in accordance with additional financial terms to be concluded between the Allocation Platform, or where relevant the financial institution and the Registered Participant;
  - (c) until withdrawal as permitted by the following provisions of Article 24, the cash deposit in the dedicated Business Account belongs to the Registered Participant if not stated otherwise in the additional financial terms in accordance with Article 15;
  - (d) withdrawals from the dedicated Business Account pursuant to Article 22 and Article 24 may be made solely on the instruction of the Allocation Platform;
  - (e) the dedicated Business Account may be used in addition for settlement as set forth in Article 49 upon request of the Allocation Platform; and
  - (f) interest on the amount deposited in the dedicated Business Account shall accrue for the benefit of the Registered Participant, after deduction of taxes and bank charges if any.

#### *Article 19*

##### **Form of Bank Guarantee**

1. Collaterals that are provided in the form of a Bank Guarantee shall comply with the following specifications:

- (a) the Bank Guarantee shall be provided in the form of the template that is available on the website of the Allocation Platform and updated from time to time or in a form that substantially follows the template;
- (b) the Bank Guarantee shall be written in English;
- (c) the Bank Guarantee covers all Auctions organized by the Allocation Platform subject to these Day Ahead Allocation Rules;
- (d) the Bank Guarantee shall allow partial and multiple drawing by the Allocation Platform, up to the maximum amount guaranteed;
- (e) the Bank Guarantee shall provide for payment upon first request of the Allocation Platform. It shall further provide that, if the Allocation Platform calls upon the Bank Guarantee, the bank shall pay automatically without any other condition than the receipt of a written demand by registered letter from the Allocation Platform.
- (f) the Bank Guarantee shall be irrevocable, unconditional and non-transferable;
- (g) the bank issuing the Bank Guarantee shall be permanently established, including via a branch in a EU member state, European Economic Area or Switzerland.
- (h) the bank issuing the Bank Guarantee or the financial group it belongs to shall have a long term credit rating of not less than BBB+ by Standard and Poor's Corporation, BBB+ by Fitch or Baa1 by Moody's Investors Service Inc. If the issuer (the "Issuer") of the Bank Guarantee or the Alternative Guarantee ceases to have the required long term credit rating, the Registered Participant shall within five (5) Working Days submit to the Allocation Platform a substitute Bank Guarantee or Alternative Guarantee by a bank or other financial institution holding the required long term credit rating or replace the Bank Guarantee or Alternative Guarantee with a cash collateral deposit. If the Issuer has two or more credit ratings and such credit ratings are not of the same level of parity (commonly known as "split ratings") then, for the purposes of determining the Issuer's long term credit rating, if the Issuer holds three credit ratings, the median credit rating will apply or, if the Issuer holds two ratings, the lower credit rating will apply. If there are industry-wide downgrades of financial institutions, the Allocation Platform may investigate what the new standards are and, at its own discretion if deemed necessary, decrease the required rating for a limited period of time.
- (i) the bank issuing the Bank Guarantee shall not be an Affiliate of the Registered Participant for which the Bank Guarantee is issued.

2. A Bank Guarantee shall contain the following:

- (a) a maximum amount guaranteed;
- (b) the Allocation Platform's identification as beneficiary, as specified on the website of the Allocation Platform;
- (c) the Allocation Platform's bank account, as specified on the website of the Allocation Platform;
- (d) the Allocation Platform's bank's address, as specified on the website of the Allocation Platform;
- (e) the Registered Participant's full identification, including name, address, commercial/company register;
- (f) full identification of the providing bank; and

(g) the validity time.

3. The Registered Participant shall submit the Bank Guarantee at least two (2) Working Days before the Bidding Period closure of the Auction for which it shall be used as collateral or otherwise, it shall be considered for the subsequent Auctions.
4. The Allocation Platform shall accept the Bank Guarantee provided by a Registered Participant if the Bank Guarantee is provided in line with the specifications set out in paragraph 1 to 2 of this Article and the original of the Bank Guarantee has been received by the Allocation Platform.
5. The Allocation Platform shall confirm the acceptance of the Bank Guarantee or send a refusal note to the Registered Participant, at the latest, two (2) Working Days after the receipt of the original of the Bank Guarantee. The confirmation or refusal note shall be sent via email to the commercial and operational contact persons specified by the Registered Participant in accordance with Article 8. The refusal note shall include reasoning for refusal.

#### *Article 20*

#### **Validity and renewal of the Bank Guarantee**

1. Collaterals in the form of a Bank Guarantee shall be valid for the minimum periods until at least thirty (30) days after the end of the calendar month of the Product Period(s);
2. The Registered Participant shall replace or renew the collaterals in form of a Bank Guarantee to fulfil the requirements of paragraph 1 of this Article.

#### *Article 21*

#### **Credit Limit**

1. The Allocation Platform shall calculate and continuously update the Credit Limit of each Registered Participant in respect of each subsequent Auction. For the purpose of calculating the Credit Limit under this Article 21 and Chapter 3 (Collateral) of the Long Term Allocation Rules, any outstanding payment obligations of the Registered Participant under any set of rules applicable to Capacity Allocation (this may include, but is not limited to, the Intraday and/or Long Term Allocation Rules) shall be taken into account). This shall include but not be limited to long-term explicit auctions and explicit day ahead auctions. In case of a Bank Guarantee such Bank Guarantee shall be only considered if the requirements in Article 20 related to its validity for the respective Auction are fulfilled. The Allocation Platform shall make this information available to each Registered Participant individually through the Auction Tool.
2. Outstanding payment obligations are calculated according to Article 47 subject to additional rules in paragraph 3 to 5 of this Article and in Article 31.
3. For the purpose of the Credit Limit calculation, outstanding payment obligations shall be increased to include the taxes and levies in force subject to Article 48
4. Maximum payment obligations for a Registered Participant resulting from its Bid(s) registered at the closure of the Bidding Period, calculated according to Article 31, shall be considered provisionally as the outstanding payment obligations. From the publication of the provisional Auction results until the moment when the Auction Results become final the due amount notified according to Article 33 paragraph 3(b) and (c) shall be provisionally considered as outstanding payment obligations for Credit Limit calculation for any concurrent Auction. The Credit Limit shall be revised based on the actual allocated Day Ahead Transmission Rights when the provisional Auction results are published as described in CHAPTER 4.



*Article 22*

**Modifications of the collaterals**

1. A Registered Participant may request in written form an increase of the collaterals in form of a Bank Guarantee, a decrease of the collaterals in form of a Bank Guarantee and/or cash deposit or change of the form of the collaterals at any time in accordance to paragraphs 2 and 3 of this Article.
2. A decrease of the collaterals of a Registered Participant shall only be allowed if the Credit Limit after applying the requested decrease of the collaterals would be greater than or equal to zero.
3. The Allocation Platform shall accept the modification of the collaterals if the request for a modification of collaterals is compliant with the condition set out in paragraph 2 of this Article in case of a decrease or with the conditions set out in Article 21 18 and Article 22 19 in case of an increase of collaterals in the form of a Bank Guarantee and in case of a change in the form of the collaterals from cash on deposit to Bank Guarantee.
4. The modification of the collaterals shall become valid and effective only when the Allocation Platform has made the requested modification of the collaterals of the Registered Participant within the Auction tool.

The Allocation Platform shall assess the request for modification of collaterals and confirm the acceptance or send a refusal note to the Registered Participant, at the latest, two (2) Working Days after the receipt of the request. The confirmation or refusal note shall be sent via email to the commercial and operational contact persons specified by the Registered Participant in accordance with Article 9. The refusal note shall include reasoning for refusal.

*Article 23*

**Collateral incident**

1. A collateral incident occurs in the following cases:
  - (a) the collaterals are insufficient to secure the amount due for the Day Ahead Transmission Rights held by a Registered Participant on the next payment date as set forth in Article 65 considering the amount and the validity of the collaterals; or
  - (b) the collaterals are not renewed in accordance with Article 20 paragraph 2; or
  - (c) the collaterals are not restored after a payment incident in accordance with Article 26 51 or new collateral was provided that is not compliant with the conditions specified in Article 19 17(3), Article 18 and Article 19.
2. The Allocation Platform shall notify the collateral incident to the Registered Participant by email. The Registered Participant shall increase its collaterals within two (2) Working Days from sending of the notification if this is done during Working Hours or two (2) Working Days starting from the next Working Day if sent after Working Hours. If the collaterals provided by the Registered Participant remains insufficient after this period, the Allocation Platform may suspend or terminate the Day Ahead Participation Agreement in accordance with Article 55 and Article 56.

*Article 24*

**Calls on collaterals**

1. The Allocation Platform is entitled to call upon collaterals of a Registered Participant in the event of a registered payment incident in accordance with Article 51 and in relation to any sum invoiced under any set of rules applicable to Capacity Allocation (this may include, but not limited to, the Long Term

Allocation Rules) that a Registered Participant has failed to pay by the due date for payment. This shall include but not be limited to day-ahead explicit auctions and explicit intraday auctions.

2. The Registered Participant shall restore its collaterals after a payment incident or collaterals incident by following the conditions as set forth in Article 17(3), Article 20 18 and Article 19 unless the Day Ahead Participation Agreement is suspended or terminated in accordance with Article 55 and Article 56.

## CHAPTER 4

### Day Ahead Auctions

#### *Article 25*

#### **General provisions for Day Ahead Auctions**

1. The Allocation Platform shall allocate Transmission Rights to Registered Participants by way of explicit Allocation. The Day Ahead Auctions shall be organized via the Auction Tool. Each Registered Participant fulfilling the requirements for participating in the Day Ahead Auction may place default Bids for the bidding zone borders for which they are entitled according to Article 20.

#### *Article 26*

**[not used]**

#### *Article 27*

#### **Auction Specification**

1. The Allocation Platform shall publish the Auction Specification for the Day Ahead Auctions as set forth in paragraph 2 of this Rule.
2. When the Auction Specification is published, it shall state in particular:
  - (a) the code identifying the Auction in the Auction Tool;
  - (b) identification of the border(s) and direction covered;
  - (c) the Product Period;
  - (d) the Bidding Period;
  - (e) the deadline for the publication of the provisional Day Ahead Auction results;
  - (f) the contestation period if the Day Ahead Auction is decided in advance in accordance with Article 34;
  - (g) the Offered Capacity;
  - (h) any other relevant information or terms applicable to the product or the Day Ahead Auction.

#### *Article 28*

#### **Default Bid**

1. Registered Participants willing to participate in Day Ahead Auctions may via the Auction Tool place default Bids for Day Ahead Auctions per border and per direction for which they are entitled as stated in the Day Ahead Participation Agreement.
2. A default Bid, once identified as such by the Registered Participant, shall apply automatically to each subsequent relevant Day Ahead Auction for a specific border, period and direction in the absence of any Bid submitted pursuant to Article 29. At the opening of a relevant Bidding Period, the registered default Bid shall be considered as a Bid submitted by the Registered Participant for the relevant Auction. This Bid shall be considered as delivered when the Allocation Platform sends an acknowledgment of receipt to the Registered Participant.

3. If a default Bid Quantity or a quantity calculated as a sum of the Bid Quantity for several default Bids submitted for the same hour, border and direction by a Registered Participant exceeds the relevant Offered Capacity, the Bids with the lowest Bid Price shall be rejected one (1) by one (1) until the total allowed Bid Quantity is lower than or equal to the Offered Capacity. In case where the Information System Rules allows submission of Bids with the same Bid Price by one or more Registered Participant the Allocation Platform may apply additional criteria or rules to decide which Bid shall be rejected. Such additional criteria or rules shall be included in the information System Rules and shall be one or more from the following:
  - (a) chronological submission (time stamp); and/or
  - (b) Bid identification assigned by the Auction Tool; and/or
  - (c) rejection of all relevant Bids with the same Bid Price.
4. A Registered Participant who wants to modify a default Bid for a future Day Ahead Auction shall change the Bid Quantity and the Bid Price of its default Bids before the launch of the applicable Day Ahead Auction.
5. A Registered Participant not wishing to submit the default Bid on the Auction Tool for Day Ahead Auctions can cancel its default Bid before the subsequent Auction Bidding Period Opening

*Article 29*

**Bids submission**

1. The Registered Participant may submit a Bid or set of Bids to the Allocation Platform in accordance with Article 28 the following requirements:
  - (a) it shall be submitted electronically using the Auction Tool and during the Bidding Period as specified in the Auciton Specification;
  - (b) it shall identify the Auction via an identification code as specified in 7 paragraph 2 (a);
  - (c) it shall identify the Registered Participant submitting the Bid through its EIC code;
  - (d) it shall the direction for which the Bid is submitted;
  - (e) it shall state the Bid Price, which shall be different for each Bid of the same Registered Participant unless otherwise provided for in the Information System Rules, exclusive of taxes and levies, in Euros per MW for one (1) hour of the Product Period, i.e. Euros/MWh, expressed to a maximum of two (2) decimal places, and equal to or greater than zero;
  - (f) it shall state the Bid Quantity in full MW which must be expressed without decimals, minimum amount of a single Bid is one (1) MW.

*Article 30*

**Bid registration**

1. The Allocation Platform shall not register a Bid that:
  - (a) does not comply with the requirements of Article 29; or
  - (b) is submitted by a Registered Participant who is suspended in accordance with Article 50
2. Provided that a Bid or a set of Bids fulfils the requirements set forth in Article 29, the Allocation Platform shall confirm to the Registered Participant that such Bid(s) have been correctly registered into the system and will deliver an acknowledgment of receipt via the Auction Tool only once the

Day Ahead Auction is run. If the Allocation Platform does not issue an acknowledgment of receipt for a Bid, such Bid shall be deemed not to have been registered.

3. The Allocation Platform shall notify a Registered Participant whose Bid is rejected as invalid and the reason for this rejection, without undue delay after the Bid is rejected.
4. The Allocation Platform shall maintain a record of all valid Bids received.
5. Each valid Bid registered shall constitute an unconditional and irrevocable offer by the Registered Participant to buy Transmission Rights up to the Bid Quantity and at prices up to the Bid Price and under the terms and conditions of these Day Ahead Allocation Rules and, where applicable, the relevant Auction Specification.

#### *Article 31*

#### **Credit Limit verification**

1. Upon submission by a Registered Participant of a Bid or set of Bids to the Auction Tool the Allocation Platform shall check whether the maximum payment obligations (MPO) connected with that Registered Participant's registered Bid(s) calculated according to paragraphs 4 and 5 of this Article at the time of Bid(s) submission exceed the Credit Limit. If the maximum payment obligation connected with such registered Bids exceed the Credit Limit, the Allocation Platform shall issue automatically via the Auction Tool a warning to the Registered Participant to modify the Credit Limit. Bids shall not be rejected automatically if the maximum payment obligation attributed to registered Bids exceeds the Credit Limit at Bid submission but only after the process described in paragraph 2 of this Article.
2. At closure of the Bidding Period the Allocation Platform shall check again whether the maximum payment obligations connected with registered Bids calculated according to paragraph 5 of this Article exceed the Credit Limit. If the maximum payment obligations connected with these Bids exceed the Credit Limit, these Bids, starting with the Bid with the lowest Bid Price, shall be one (1) by one (1) excluded, until the maximum payment obligations are less than or equal to the Credit Limit. The Allocation Platform may apply additional criteria or rules to decide which Bid shall be rejected. Such additional criteria or rules shall be included in the information System Rules and shall be one or more from the following:
  - (a) chronological submission (time stamp); and/or
  - (b) Bid identification assigned by the Auction Tool; and/or
  - (c) rejection of all relevant Bids with the same Bid Price.
3. The Allocation Platform shall indicate insufficient collaterals as the reason for the Bid exclusion in the Auction results notification to the Registered Participant.
4. The Allocation Platform shall continuously assess all the Bids irrespectively to which Auction and with regard to which direction they are submitted. In case of Bids connected with various and overlapping Auctions the Allocation Platform shall consider all calculated maximum payment obligations as outstanding payment obligations according to Article 23.
5. For the calculation of the maximum payment obligations related to one direction the Allocation Platform shall sort the registered Bids of a Registered Participant by Bid Price in descending order (merit-order). Bid 1 shall be the Bid with the highest Bid Price and Bid n shall be the Bid with the lowest Bid Price. The Allocation Platform shall calculate the maximum payment obligations according to the following equation:

$$MPO = \sum_{hours} \text{Max} \left[ \text{Bid Price (1)} * \text{Bid Quantity (1)}; \text{Bid Price (2)} * \sum_{i=1}^2 \text{Bid Quantity (i)}; \dots \right]$$

$$\dots; Bid Price (n - 1) * \sum_{i=1}^{n-1} Bid Quantity (i); Bid Price (n) * \sum_{i=1}^n Bid Quantity (i) \Bigg]$$

6. When calculating the maximum payment obligations according to paragraph 5 of this Article, the Allocation Platform shall also take the following into account:
  - (a) if applicable, for each individual hour of the Reduction Period the maximum quantity of Day Ahead Transmission Rights which can be allocated to the Registered Participant during the Reduction Period; and
  - (b) increase of the maximum payment obligations with applicable taxes and levies in force subject to Article 47.

### *Article 32*

#### **Day Ahead Auction Results Determination**

1. After the expiration of the Bidding Period for a Day Ahead Auction, the Allocation Platform shall determine the provisional Day Ahead Auction results in accordance with this Article.
2. The provisional or final Day Ahead Auction results determination shall include the following:
  - (a) determination of the total quantity of the allocated Transmission Rights per border and direction;
  - (b) identification of winning Bids to be fully or partially satisfied; and
  - (c) determination of the Marginal Price per border and direction.
3. The Allocation Platform shall determine the provisional or final Day Ahead Auction results using an optimization function aiming at maximization of the sum of the Registered Participants' surplus and the Congestion Income generated by the winning Bids while respecting the constraints of the optimization function in form of relevant Offered Capacities. The Allocation Platform shall publish additional explanatory information on the optimization function of the algorithm on its website.
4. The Allocation Platform shall determine the Marginal Price at each border and direction based on the following criteria:
  - (a) if the total quantity of Cross Zonal Capacity for which valid Bids have been submitted is lower than or equal to the relevant Offered Capacity for the relevant Auction, then the Marginal Price shall be zero;
  - (b) if the total quantity of Cross Zonal Capacity for which valid Bids have been submitted exceeds the relevant Offered Capacity for the relevant Auction, the Marginal Price shall be set at the lowest Bid(s) Price(s) allocated in full or in part using the respective Offered Capacities.
5. If two (2) or more Registered Participants have submitted for one border and direction valid Bids with the same Bid Price, that cannot be accepted in full for the total requested quantity of Transmission Rights, the Allocation Platform shall determine the winning Bids and the quantity of the allocated Transmission Rights per Registered Participant as follows:
  - (a) the Cross Zonal Capacity available for the Bids which set the Marginal Price shall be divided

equally between the number of the Registered Participants which submitted these Bids;

- (b) in case the quantity of Transmission Rights requested by a Registered Participant at Marginal Price is lower than or equal to the share calculated according to item (a) above, the request of this Registered Participant shall be fully satisfied;
  - (c) in case the requested quantity of Transmission Rights by a Registered Participant at Marginal Price exceeds the share calculated according to item (a) above, the request of this Registered Participant shall be satisfied up to the amount of the share as calculated according to item (a) above;
  - (d) any remaining Cross Zonal Capacity after the allocation according to items (b) and (c) shall be divided by the number of the Registered Participants whose requests have not been fully satisfied and allocated to them applying the process described in items (a), (b) and (c) above.
6. Whenever the calculation set forth in paragraphs 3 of this Article does not result in a whole MW amount in accordance with Article 21 the Transmission Rights shall be rounded down to the nearest full MW. The case when Transmission Rights allocated to individual Registered Participants are equal to zero after rounding shall not impact the Marginal Price determination.

### *Article 33*

#### **Notification of Day Ahead Auction results**

1. The Transmission Rights are deemed to have been allocated to a Registered Participant from the moment the Registered Participant has been informed of the Results and, where applicable, at the latest 1 hour and 30 minutes after the provisional Auction results are notified in accordance with Article 26.
2. The Allocation Platform shall publish on its website the Day Ahead Auction results in accordance with Article 19.
3. The publication of the Day Ahead Auction results for each bidding zone border included in the Day Ahead Auction shall comprise at least the following data:
  - (a) total requested Transmission Rights in MW;
  - (b) total allocated Transmission Rights in MW;
  - (c) Marginal Price in EUR/MW per hour;
  - (d) number of Registered Participants participating in the Day Ahead Auction;
  - (e) number of Registered Participants who placed at least one winning Bid in the Day Ahead Auction;
  - (f) list of registered Bids without identification of the Registered Participants (bid curve); and
  - (g) Congestion Income Day Ahead Auctions per bidding zone border.
4. No later than 30 minutes after the publication of the Day Ahead Auction results the Allocation Platform shall make available via the Auction Tool and shall notify to each Registered Participant who submitted a Bid to a specific Day Ahead Auction for each border included in the Day Ahead Auction at least the following data:
  - (a) allocated Transmission Rights for each hour of the Product Period in MW;
  - (b) Marginal Price in EUR/MW per hour; and

- (c) due amount for allocated Transmission Rights in Euros, rounded to two decimal places.
5. In the event that the Day Ahead Auction Tool is unavailable, the Allocation Platform shall inform the Registered Participants of the Auction Results in accordance with CHAPTER 6.



*Article 34*

**Contestation of provisional Day Ahead Auction  
Results**

1. For Day Ahead Auctions, the contestation period will be communicated in the Auction Specifications in accordance with Article 19.
2. The contestation shall be notified to the Allocation Platform and headed as “contestation”.
3. Any contestation shall contain the following:
  - (a) date;
  - (b) identification of contested Day Ahead Auction;
  - (c) identification of the Registered Participant;
  - (d) name, e-mail address and telephone number of the Registered Participant;
  - (e) detailed description of the facts and the reason for contestation; and
  - (f) evidence of erroneous Day Ahead Auction results;
4. The Allocation Platform shall reply to the Registered Participant no later than 1 hour and 30 minutes after the provisional Auction results have been notified to the registered participants.
5. 1 hour and 30 minutes after the provisional Day Ahead Auction Results have been notified and unless a Day Ahead Auction is cancelled due to erroneous results, the provisional Day Ahead Auction results shall be considered as final and binding with no further notification.
6. If the Registered Participant does not contest the provisional auction results within the deadline and under the condition specified above or in the Auction Specification, the Registered Participant shall be irrevocably deemed to renounce to any contestation. After the contestation period, the Day Ahead Auction results shall be considered as final and binding with no further notification.

*Article 35*

**Day Ahead Auction cancellation**

1. In case the Allocation Platform cancels a Day Ahead Auction, all Bids already submitted and any results of the respective Auction shall be deemed null and void.
2. The Allocation Platform shall inform all Registered Participants without undue delay, of the Day Ahead Auction cancellation by notification published in the Auction Tool and on webpage of Allocation Platform and by e-mail.
3. A Day Ahead Auction cancellation may be announced in the following cases:
  - (a) before the Auction results publication in case the Allocation Platform faces technical obstacles during the Day Ahead Auction process like a failure of standard processes; and
  - (b) during the contestation period, in the event of erroneous results due to incorrect Marginal Price calculation or incorrect allocation of Transmission Rights to Registered Participants or similar reasons.
4. In case of Day Ahead Auction cancellation before the Cross Zonal Capacity is deemed to be allocated, no compensation shall be paid to the Registered Participants.
5. Capacity is deemed to have been allocated to a Registered Participant from the moment the Registered Participant has been informed of the Auction results and the Contestation Period is closed.
6. The Allocation Platform shall publish on its website, without undue delay, the reasons for the Day Ahead Auction cancellation.

## **CHAPTER 5**

### **Use of Transmission Rights**

#### *Article 36*

##### **General principles**

The holder of allocated Transmission Rights may nominate the Transmission Rights for its physical use in accordance with Article 37. The non-nominated Transmission Rights after nomination deadline are not financially compensated also when these rights are curtailed.

#### *Article 37*

##### **Nomination of Transmission Rights**

1. Registered Participants eligible to nominate Transmission Rights shall fulfil the requirement described in applicable Nomination Rules.
2. The Nomination shall be done in compliance with the Rights Document.
3. The relevant Nomination Rules are the Long Term Nomination Rules. The nomination deadlines for respective borders are set forth in the relevant Nomination Rules. The Allocation Platform shall publish information on its website on the nomination deadlines. In case of any discrepancy between the deadlines published by the Allocation Platform and those of the valid and legally binding relevant Nomination Rules, the latter shall prevail and the Allocation Platform shall not be held liable for any damages due to such a discrepancy.

#### *Article 38*

##### **Rights Document**

1. The Rights Document shall contain the information about the volume in MW that eligible persons are entitled to nominate on which interconnector(s), on which border(s) and, in which directions and for which hourly periods.
2. No later than fifteen (15) minutes after the Registered Participant to Day Ahead Auctions has been notified of the final results of its Bids, the Rights Document will be sent to the eligible person indicating the Transmission Rights acquired, for each Hourly Block, allocated at the Day Ahead Auction.

#### *Article 39*

**[not used]**

## **CHAPTER 6**

### **Fallback Procedures**

#### *Article 40*

##### **General provisions**

1. The Allocation Platform shall, to the extent reasonably practicable organize a fallback procedure in case of failure of a standard process:
  - (a) introduction of a fallback procedure for data exchange according to Article 41;
  - (b) introduction of a fallback procedure for eligible person notification to the Allocation Platform, according to Article 42.
  - (c) another ad hoc fallback procedure if considered appropriate by the Allocation Platform to overcome any technical obstacles.
2. The Allocation Platform shall inform Registered Participants of possible deviations from the standard processes and the application of a fallback procedure via email and the Allocation Platform's website and using the Auction Tool.
3. Registered Participants shall immediately inform the Allocation Platform of any observed problems with the use of the Auction Tool and all potential consequences via e-mail. In case of an urgent problem, which shall be solved immediately and which is identified during Working Hours, the Registered Participant shall immediately contact the Allocation Platform by phone at the telephone number indicated on the website of the Allocation Platform for this type of problems.

#### *Article 41*

##### **Fallback procedure for data exchange**

1. In case of a failure at the site of the Allocation Platform of the standard processes for data exchange via the Auction Tool as described in these Day Ahead Allocation Rules, the Allocation Platform may inform Registered Participants that a fallback procedure for data exchange may be used as follows:
  - (a) by the applicable deadlines unless otherwise announced by the Allocation Platform the Registered Participant shall request via email the Allocation Platform to enter the relevant data into the Auction Tool by using this fallback procedure for data exchange;
  - (b) with the request the Registered Participant shall provide to the Allocation Platform in the format specified in the Information System Rules the relevant data to be entered in the Auction Tool;
  - (c) the Allocation Platform shall enter the submitted data into the Auction Tool;
  - (d) the Allocation Platform may set in Information System Rules an identification process for the Registered Participant at the moment when the Registered Participant submits the relevant operational or commercial data and requests the Allocation Platform to enter this data into the Auction Tool on its behalf by means of the fallback procedure. If the Registered Participant or the person authorized by the Registered Participant for this purpose does not clearly identify itself, the Allocation Platform shall be entitled not to perform the data entry;
  - (e) the Registered Participant shall provide the Allocation Platform with a telephone number, which can be used in case of a necessary communication;

- (f) once the Allocation Platform has entered the provided data into the Auction Tool on behalf of the Registered Participant, the Allocation Platform shall inform, without undue delay, the Registered Participant by telephone and/or via e-mail of the entry; and
  - (g) the Allocation Platform shall under no circumstances be held responsible if it fails to reach the Registered Participant through the means of communication above or if it fails to enter the data correctly via the fallback procedure.
2. In case of application of the fallback procedure for data exchange, all necessary information which is made available via the Auction Tool during the standard processes may be distributed to the Registered Participants via email by the Allocation Platform or where appropriate published on the website of the Allocation Platform.

*Article 42*

**Fallback procedure for eligible person notification**

1. In case of failure in the standard process of eligible person notification to the Allocation Platform via the Auction Tool as set forth in Article 37, the Allocation Platform may apply the fallback procedure for data exchange in accordance with Article 41.
2. The Allocation Platform shall publish information about the possibility to use the fallback procedure for data exchange in due time before the expiration of the deadline for eligible person notification.
3. In case the fallback procedure for data exchange cannot be executed as necessary to enable the registration of the eligible person, the eligible person shall be deemed notified as set forth in Information System Rules and the Allocation Platform may not be held responsible for the failure of the fallback procedure.

*Article 42A*

**Postponement of Day Ahead Auction**

1. The postponement of the Auction shall be the default fallback procedure for Auctions.
2. The Allocation Platform shall:
  - (a) where reasonably practicable postpone an Auction by notifying Registered Participants of the revised time of the new Auction; or
  - (b) cancel the initial Auction according to Article 35 and change the time of the Auction for the same Product Period.
3. If the postponement of the Auction is announced after the Bidding Period has opened, the Allocation Platform may extend the closing time of the auction closure.
4. If the fallback procedure described in paragraph 1 and 2 of this Article cannot be implemented for the same Product Period, the Allocation Platform shall offer the respective Cross Zonal Capacities in subsequent Capacity Allocation process.
5. The Allocation Platform shall inform all Registered Participants, without undue delay, of the postponement by notification published in the Auction Tool and/or on the webpage of the Allocation Platform and/or by e-mail.

## CHAPTER 7 Curtailement

### *Article 43*

#### **Triggering events and consequences of curtailement on Transmission Rights**

1. Transmission Rights allocated in Day Ahead Auctions shall not be curtailed except in the case of Force Majeure or emergency situation.
2. Each Registered Participant affected by curtailement shall lose its right to nominate for physical use the concerned Physical Transmission Rights.
3. In case of curtailement, the affected Registered Participant is entitled to receive reimbursement according to Articles 46 to 47.

### *Article 44***Process and notification of curtailement**

1. In all cases curtailement shall be carried out by the Allocation Platform based on a request by one or more TSO(s) at the bidding zone border where Transmission Rights have been allocated.
2. Allocation Platform shall notify the affected holders of Transmission Rights as soon as possible of a curtailement of Transmission Rights, including the triggering event via email, the Auction Tool and on the webpage of the Allocation Platform. The notification shall identify the affected Transmission Rights, the affected volume in MW per hour for each concerned period, the triggering event for curtailement as described in Article 43 and the amount of Transmission Rights that remain after the curtailement.
3. The Allocation Platform shall publish the triggering events for curtailement in accordance with Article 43 including their estimated duration on its website as soon as possible.
4. The curtailement of Transmission Rights during a specific time period shall be applied to all Transmission Rights of the concerned periods on a pro rata basis, depending on when the curtailement takes place, which means in proportion to the held Transmission Rights, regardless of the time of allocation.
5. For each affected Registered Participant, remaining aggregate Transmission Rights which have not been curtailed shall be rounded down to the nearest MW.

### *Article 45*

#### **Firmness deadline**

The Allocation Platform shall publish on its website and take into account for the calculation of compensation for curtailed Transmission Rights the Firmness Deadline which for the purpose of these Day Ahead Allocation Rules is set sixty (60) minutes before the Closure of the Day Ahead Bidding Period, unless otherwise specified.

### *Article 46*

#### **Reimbursement for curtailements due to Force Majeure before the Firmness Deadline**

1. In the case of Force Majeure before the Firmness Deadline, holders of curtailed Transmission Rights shall be entitled to receive a reimbursement equal to the price of the Transmission Rights set during Transmission Rights Allocation Process, which for each affected hour and Registered

Participant shall be calculated as the multiplication of:

- (a) the Marginal Price of the initial Auction; and
- (b) the volume in MW per hour corresponding to the difference between the Transmission Rights held by the Registered Participant before and after the curtailment.

*Article 47*

**Reimbursement or compensation for curtailments due to Force Majeure and emergency situation after the Firmness Deadline**

In the event of Force Majeure and/or emergency situations after the Firmness Deadline, holders of Transmission Rights shall be entitled to receive a reimbursement of the price paid for the capacity during the allocation process.

## CHAPTER 8

### Invoicing and Payment

#### *Article 48*

##### **General principles**

1. A Registered Participant shall pay the amounts due as calculated in accordance with Article 49 for all Physical Transmission Rights allocated to him.
2. The Registered Participant may upon payment use the Cross Zonal Capacity connected with the allocated Physical Transmission Rights as described in these Day Ahead Allocation Rules only. Any right for physical use of the transmission system in case of a Physical Transmission Rights may be subject to separate agreements between the Registered Participant and the concerned TSOs.
3. All financial information, prices and amounts due shall be expressed and paid in Euros (€) except if deviations are required by Applicable Law or regulations.
4. The payment shall be settled on the date upon which the given amount is credited to the account of the beneficiary. Any interest for late payment shall be considered as settled on the date when the payment was credited from the account of the payer.
5. The Allocation Platform shall consider taxes and levies at the rate and to the extent applicable when assessing payment obligations and issuing invoices under these Day Ahead Allocation Rules subject to Article 50.
6. The Registered Participant shall provide the Allocation Platform with relevant information for justifying whether or not respective taxes and levies are applicable when signing the Day Ahead Participation Agreement as well as any changes in this respect without undue delay.

#### *Article 49*

##### **Calculation of due amounts**

1. Registered Participants shall pay for each of the Transmission Rights allocated to them and for each individual hour an amount equal to:
  - (a) the Marginal Price (per MW per hour); multiplied by
  - (b) the sum of Transmission Rights in MW allocated in individual hours of the Product Period in accordance with Article 32.
2. The Transmission Rights will be invoiced on a monthly basis. The Allocation Platform shall calculate the due amount to be paid retroactively for the preceding month. The amount due plus any applicable taxes, duties or other charges, shall be rounded to two decimal places.

#### *Article 50*

##### **Tax Gross-up**

1. Each Registered Participant must make all payments to be made by it under the Day Ahead Allocation Rules without any tax deduction, unless a tax deduction is required by law.
2. If a tax deduction is required by law to be made by a Registered Participant, the amount of the payment due from the Registered Participant to the Allocation Platform will be increased to an amount which (after making the tax deduction) leaves an amount equal to the payment which would have been due if no tax deduction had been required



3. Paragraph 2 of this Article does not apply with respect to any tax assessed on the Allocation Platform on any payment received in connection with the Day Ahead Allocation Rules under the national laws of the jurisdiction in which the Allocation Platform is incorporated or, if different, the jurisdiction (or jurisdictions) in which the Allocation Platform is treated as resident for tax purposes or has or is deemed for tax purposes to have a permanent establishment or a fixed place of business to which any payment under the Day Ahead Allocation Rules is attributable. Paragraph 2 of this Article does not apply to value added tax as provided for under Applicable Law and/or any other applicable national legislation as amended from time to time and any other tax of a similar nature.

*Article 51*

**Invoicing and payment conditions**

1. The payment will be settled at the next fixed invoice date.
2. The Allocation Platform shall issue invoices for payments for all Transmission Rights on a monthly basis and no later than the tenth (10th) Working Day of each month.
3. The invoices shall be issued for the amount due set forth in Article 48.
4. The Allocation Platform shall send the invoice only by e-mail to the Registered Participant at the e-mail address of the financial contact person submitted in accordance with Article 8(h) or it should make it available to the Registered Participant via the Auction Tool. The date of issuance of the invoice shall be the date on which the email is sent or the date when the invoice is made available via the Auction Tool if this is done during Working Hours or the next day if sent after Working Hours.
5. In the cases of curtailment of Transmission Rights, the invoices shall take into account any payments to be credited to the Registered Participant. The payments to be credited to the Registered Participants shall:
  - (a) be settled through self-billing mechanism which shall allow the Allocation Platform to issue invoices in the name and on behalf of the Registered Participant; and
  - (b) be notified through the same invoice as the one used for the payments of the Registered Participant as set forth in paragraph 4 of this Article.
6. The payments due shall be netted by the Allocation Platform taking into account the amount as set forth in paragraph 2 and 5 of this Article.
7. If the balance of the payments as set forth in paragraph 3 and 5 of this Article results in a net payment from the Registered Participant to the Allocation Platform, the Registered Participant shall settle this balance within five (5) Working Days after the date of issuance of the invoice.
8. Payments by the Registered Participant as set forth in paragraph 7 of this Article shall be collected as follows:
  - (a) based on the standard procedure, the Allocation Platform shall collect the payment automatically from the dedicated Business Account of the Registered Participant on the respective due date of the invoice; or
  - (b) alternatively, the Registered Participant shall ensure payment through a non-automated transaction to the account of the Allocation Platform specified on the invoice by indicating the invoice reference.
9. The alternative procedure may be used upon request of the Registered Participant and with the consent of the Allocation Platform. The Registered Participant shall notify the Allocation Platform by

email the request to use the alternative procedure at least two (2) Working Days before the date of issuing of the next invoice as set forth in paragraph 2 of this Article. Once the alternative procedure is agreed, it shall be deemed to be valid until otherwise agreed between the Registered Participant and the Allocation Platform.

10. If the balance of the payments as set forth in paragraph 2 and 5. of this Article results in a net payment from the Allocation Platform to the Registered Participant, the Allocation Platform shall pay this balance within seven (7) Working Days after the date of issuance of the invoice to the bank account as announced during the accession process in accordance with Article 8 paragraph 1(g) by the Registered Participant who is entitled to the payments at the due date.
11. In case of an erroneous invoice resulting in an additional payment of the Allocation Platform or the Registered Participant the Allocation Platform shall correct the invoice and any due amount shall be settled as soon as they have been notified to Registered Participant.
12. Bank fees of the payer's bank shall be covered by the payer. Bank fees of the receiving bank shall be covered by the beneficiary. Bank fees of any intermediary bank, shall be covered by the Registered Participant.
13. The Registered Participant shall not be entitled to offset any amount, or withhold any debts arising in connection with obligations resulting from a Day Ahead Auction, against any claims towards the Allocation Platform, whether or not arising out of a Day Ahead Auction. Nevertheless, the right to offset and the right to withhold are not excluded in case the Registered Participant's claim against Allocation Platform is established by a legally binding judgement or is uncontested.

#### *Article 52*

#### **Payment disputes**

1. A Registered Participant may dispute the amount of an invoice including any amounts to be credited to the Registered Participant. In this case, the Registered Participant shall notify the nature of the dispute and the amount in dispute to the Allocation Platform as soon as practicable and in any event within fifteen (15) Working Days after the date of issuance of the invoice or credit note by registered mail and email. Beyond this period, the invoice shall be deemed to have been accepted by the Registered Participant.
2. If the Registered Participant and the Allocation Platform are unable to resolve the difference within ten (10) Working days after the notification, the procedure for the dispute resolution in accordance with Article 56 shall apply.
3. A dispute shall in no way relieve the Party from the obligation to pay the amounts due as set forth in Article 51.
4. If it is agreed or determined based upon the dispute resolution procedure as set forth in Article 56 that an amount paid or received by the Registered Participant was not properly payable, the following process shall apply:
  - (a) the Allocation Platform shall refund any amount including interest to be calculated according to Article 49 the Registered Participant in case that the amount paid by the Registered Participant as set forth in Article 51 was higher or the amount paid by the Allocation Platform was lower than the due amount. The Allocation Platform shall make the payment to the bank account indicated by the Registered Participant for this reimbursement in accordance with Article 8.

- (b) the Registered Participant shall pay any amount including interest to be calculated according to Article 49 to the Allocation Platform in case that the amount paid by the Registered Party as set forth in Article 51 was lower than the due amount. The Registered Participant shall make the payment in accordance with the procedure set forth in Article 51.
5. The interest paid in case of a payment in accordance with paragraph 4 of this Article shall be applied from the first (1st) day following the date on which the payment was due up to the date on which the disputed amount was refunded and it shall apply also to all taxes and levies required by law.

*Article 53*

**Late payment and payment incident**

1. In case the Registered Participant has not fully paid an invoice by the due date specified on the invoice, the Allocation Platform shall notify the Registered Participant that a payment incident will be registered if the amount including applicable interest due is not received within three (3) Working Days upon sending of the notification. In case of no payment within the deadline, the Allocation Platform shall notify the Registered Participant that the payment incident was registered.
2. The Allocation Platform may suspend or terminate the Day Ahead Participation Agreement in case of registered payment incident in accordance with Articles 56 and 58.
3. In case of late payment or refund, the Parties shall pay interest on the amount due from the date of the payment until the date on which the payment is done. The interest shall be equal to the highest amount of:
  - a. a flat rate of 100 €; or
  - b. eight (8) percentage points per annum above the reference interest rate as officially published by the national authorities of the country in which the Allocation Platform is located and round up to the nearest half percentage point.

## **CHAPTER 9**

### **Miscellaneous**

#### *Article 54*

#### **Duration and amendment of Day Ahead Allocation Rules**

1. The Day Ahead Allocation Rules are of indefinite duration and are subject to amendment in accordance with this Article. These Day Ahead Allocation Rules and any amendments thereof shall be consulted upon and enter into force in accordance with the National Regulatory Authorities. The Allocation Platform shall publish the amended Day Ahead Allocation Rules and send an amendment notice to Registered Participants.
2. Subject to Article 4 (3), an amendment shall enter into force at the date and time specified in the amendment notice but not earlier than thirty (30) calendar days after the amendment notice is sent to Registered Participants by the Allocation Platform.
3. Each amendment shall apply to all aspects of these Day Ahead Allocation Rules, including but not limited to all Day Ahead Auctions conducted after the date on which the amendment takes effect.
4. Unless expressly stated otherwise by the Allocation Platform the amended Day Ahead Allocation Rules shall govern all rights and obligations in connection with these Day Ahead Allocation Rules including those acquired before the date of amendment but with the delivery date after the amendment takes effect.
5. Any amendment of these Day Ahead Allocation Rules shall apply automatically to the Day Ahead Participation Agreement in force between the Allocation Platform and the Registered Participant, without the need for the Registered Participant to sign a new Day Ahead Participation Agreement but without prejudice to the Registered Participant's right to request the termination of its Day Ahead Participation Agreement in accordance with Article 58. By participating in the Day Ahead Auction after the Registered Participant was informed about the changes and/or adaptations of the Day Ahead Allocation Rules and after these changes and/or adaptations of the Day Ahead Allocation Rules entered into force, it is deemed that the Registered Participant has accepted the changes, i.e. the valid and effective version of the Day Ahead Allocation Rules.
6. The Day Ahead Allocation Rules shall be periodically reviewed by the Allocation Platform at least every two years involving the Registered Participants. This biennial review is without prejudice of the competence of National Regulatory Authorities to request at any time amendments of the Day Ahead Allocation Rules and the annexes included thereto in accordance with the existing legislation.
7. These Allocation Rules are subject to the legislation prevailing at the time at which they take effect. In the event that there is a change in legislation or any action by competent authorities at national level which have an effect on these Allocation Rules then, notwithstanding any other provision of these Allocation Rules, the Allocation Rules shall be amended accordingly and pursuant to this Article.

*Article 55*  
**Liability**

1. The Allocation Platform and the Registered Participants are solely responsible for the fulfilment of any obligation they undertake or are subject to and which arises from or is in connection with the Day Ahead Allocation Rules and the Day Ahead Participation Agreement.
2. Subject to any other provisions of these Day Ahead Allocation Rules the Allocation Platform shall only be liable for damages caused by:
  - (a) fraud, gross negligence or willful misconduct.
  - (b) death or personal injury arising from its negligence or that of its employees, agents or subcontractors.
3. A Registered Participant shall indemnify and keep indemnified the Allocation Platform and its officers, employees and agents from and against any and all loss or liability (including legal costs) related to a damage that it has caused, which any of them may suffer or incur by reason of any claim by any third party on account of any and all loss (whether direct or indirect) suffered by the claimant or any of the claimant's officers, agents, subcontractors or employees in connection with these Day Ahead Allocation Rules.
4. The Allocation Platform and each Registered Participant acknowledges and agrees that it holds the benefit of paragraph 3 of this Article for itself and as trustee and agent for its officers, employees and agents.
5. The Registered Participant shall be solely responsible for its participation in Day Ahead Auctions including but not limited to the following cases:
  - (a) the timely arrival of Bids by the Registered Participant;
  - (b) technical failure of the information system on the side of the Registered Participant preventing the communication via the channels foreseen in accordance with these Day Ahead Allocation Rules.
6. The Registered Participant shall be liable with respect to any sanctions, penalties, or charges that may be imposed by financial authorities on the Allocation Platform for incorrect tax treatment due to wrong or incomplete information provided by the Registered Participant.
7. This Article survives the termination of the Registered Participant's Day Ahead Participation Agreement.

*Article 56*  
**Dispute resolution**

1. Without prejudice to paragraphs 6 and 8 of this Article, where there is a dispute the Allocation Platform and the Registered Participant shall first seek amicable settlement through mutual consultation pursuant to paragraph 2. For this purpose, the Party raising the dispute shall send a notification to the other party indicating:

- (a) the existence of a Day Ahead Participation Agreement between the Parties;
  - (b) the reason for the dispute; and
  - (c) a proposal for a future meeting, physical or not, with a view to settle the dispute amicably.
2. The Parties shall meet within twenty (20) Working Days after the matter has been referred to them and seek to resolve the dispute. If no agreement is reached or no response received within a period of thirty (30) Working Days from the date of the aforementioned notification, either Party may refer the matter to the senior management of the Parties to resolve the dispute pursuant to paragraph 3.
  3. The senior representative of each of the Allocation Platform and the Registered Participant with authority to resolve the dispute shall meet within twenty (20) Working Days of a request to meet and seek to resolve the dispute. If the representatives are unable to resolve the dispute within twenty (20) Working Days of the meeting or such longer time as may be agreed then the dispute shall be determined by arbitration in accordance with paragraph 4.
  4. Where a dispute is to be referred to arbitration under paragraph 3, either the Allocation Platform or the Registered Participant may give notice to the other stating the nature of the dispute and referring the dispute to arbitration. Arbitration shall be conducted in accordance with the Rules of Arbitration of the Chamber of Commerce (ICC). The arbitration shall be conducted before one (1) arbitrator to be nominated upon agreement of the Parties unless a Party requests the appointment of three (3) arbitrators. In case of one (1) arbitrator, the Parties shall agree on the nomination of the arbitrator within two (2) months after the notice was given by the Party referring the dispute to arbitration. If no agreement can be found, the arbitrator shall be appointed by the ICC Court. In case of three (3) arbitrators, the claimant shall nominate one (1) arbitrator and the respondent shall nominate one (1) arbitrator. The arbitrators nominated by each Party shall then nominate the chairman of the arbitral tribunal within three (3) Working Days from the confirmation of the appointment of the second arbitrator by the respondent. If the arbitrators nominated by each party cannot agree on the appointment of the chairman, the chairman shall be appointed by the ICC Court. The arbitration shall take place in the location of the Allocation Platform unless otherwise defined in the Day Ahead Participation Agreement and in accordance with the governing law of these Day Ahead Allocation Rules while the language of the arbitration proceedings shall be English. The emergency arbitrator provisions according to the Rules of Arbitration of the Chamber of Commerce shall not apply but the interim or injunctive relief measures under the governing law shall apply.
  5. Arbitration awards shall be final and binding on the Allocation Platform and the relevant Registered Participant as from the date that they are made. The Allocation Platform and the Registered Participant shall carry out any award of an arbitrator relating to any dispute without delay and each waive their right to any form of appeal or recourse to a court of law or other judicial authority, in so far as such waiver may validly be made.
  6. Notwithstanding paragraphs 3 and 4 of this Article, the Parties may jointly agree to apply court proceedings instead of arbitration to settle a dispute arisen in connection with these Day Ahead Allocation Rules.
  7. In cases of late payment and notwithstanding Article 53 and paragraphs 1 to 4 of this Article, a Party may bring court proceedings against the other Party for any amount due under or in connection with these Day Ahead Allocation Rules and unpaid for more than twenty (20) Working Days after the date the amounts were due.
  8. The Parties agree that proceedings referred to in paragraph 6 or paragraph 7 may be brought in any competent court to hear such claim. The Registered Participant irrevocably waives any objection which it may have now or hereafter regarding the venue of such proceedings in any competent court

and any claim that any such proceedings have been brought in an inconvenient forum.

9. Notwithstanding any reference to amicable settlement, expert resolution or arbitration under this Article, the Allocation Platform and the Registered Participant shall continue to perform their respective obligations under these Day Ahead Allocation Rules and the Registered Participant's Day Ahead Participation Agreement.
10. This Article survives the termination of the Registered Participant's Day Ahead Participation Agreement.

*Article 57*

**Suspension of the Day Ahead Participation Agreement**

1. The Allocation Platform may by notice to the Registered Participant suspend temporarily the Registered Participant's rights in connection with these Day Ahead Allocation Rules with immediate effect if the Registered Participant commits a major breach of an obligation in connection with these Allocation Rules which may have a significant impact to the Allocation Platform as follows:
  - (a) if a Registered Participant fails to pay any amount properly due and owing to the Allocation Platform pursuant to Article 53;
  - (b) any breach which may have a significant financial impact to the Allocation Platform;
  - (c) the Allocation Platform has reasonable grounds that the Registered Participant no longer satisfies one or more of any other conditions to participate in Day Ahead Auctions according to these Day Ahead Allocation Rules unless termination applies according to Article 58.
2. In any case of a minor breach in relation to these Day Ahead Allocation Rules such as but not limited to the failure of the Registered Participant to notify a change in the submitted information in accordance with Article 8, the Allocation Platform may by notice to the Registered Participant inform the Registered Participant's that its rights in connection with these Day Ahead Allocation Rules may be suspended unless the Registered Participant remedies the suspension event in the time period specified in the notice. The suspension shall take effect when the period specified for remedy has elapsed without that such remedy has taken place. After the suspension takes effect in accordance with paragraphs 1 and 2 of this Article, the suspended Registered Participant may no longer participate in Day Ahead Auction and, unless the payment of the Transmission Right is fully settled by the suspended Registered Participant, the suspended Registered Participant shall not be entitled to use Transmission Rights according to CHAPTER 4.
3. The Allocation Platform may withdraw a notice under paragraphs 1 or 2 of this Article at any time. Having given a notice under paragraphs 1 or 2 of this Article, the Allocation Platform may give a further or other notice at any time in respect of the same or a different suspension event.
4. Once the Registered Participant has fulfilled or remedied the suspension event as notified to it in the notice sent by the Allocation Platform, the Allocation Platform shall reinstate as soon as reasonably practicable the Registered Participant's rights in relation to use of its allocated Transmission Rights and its ability to participate in Day Ahead Auctions by written notice to the Registered Participant. As from the date of effect of the reinstatement, the Transmission Rights allocated prior to the suspension and which remain unused may be nominated and the Registered Participant may participate in Day Ahead Auctions.
5. If the Allocation Platform gives a notice to a Registered Participant under paragraph 1 or 2 of this Article, such notice of suspension does not relieve the Registered Participant from its payment obligations under CHAPTER 7, including its payment obligations in relation to the Transmission Rights for which the Registered Participant loses the right of use pursuant to paragraph 2.

*Article 58*

**Termination of the Day Ahead Participation Agreement**

1. A Registered Participant may at any time request the Allocation Platform to terminate the Day Ahead Participation Agreement to which the Registered Participant is a Party. The termination shall take effect after thirty (30) Working Days upon receipt of the termination request by the Allocation Platform and all outstanding payment obligations are settled.
2. A Registered Participant may terminate the Day Ahead Participation Agreement to which the Registered Participant is a Party for good cause when the Allocation Platform has committed a major breach of an obligation connected with these Day Ahead Allocation Rules or the Day Ahead Participation Agreement in the following cases:
  - (a) where the Allocation Platform repeatedly fails to pay any amount properly due and owing to the Registered Participant with a significant financial impact;
  - (b) where there is a significant breach of the confidentiality obligations in accordance with Article 9

The Registered Participant shall send a notice to the Allocation Platform stating the reason for termination and giving the Allocation Platform twenty (20) Working Days to remedy the breach. Unless the Allocation Platform remedies the breach within the abovementioned deadline, the termination shall take effect immediately upon expiration of such deadline. A holder of Transmission Rights whose Day Ahead Participation Agreement is terminated under this paragraph is under no obligation to pay remaining instalments for the Transmission Rights' and is entitled to a refund to the extent that any instalment includes an amount in respect of use after the date of termination, to be calculated pro-rata from the date termination takes effect.

3. If any of the termination events in paragraph 4 occurs in relation to a Registered Participant, the Allocation Platform may by notice to the Registered Participant terminate the Day Ahead Participation Agreement, including the Registered Participant's rights connected with these Day Ahead Allocation Rules. A termination under this paragraph takes effect from the time of the notice or any later time specified in it. The Registered Participant may not at a later stage enter into the Day Ahead Participation Agreement with the Allocation Platform until the circumstances of termination continue to exist or it is not sufficiently guaranteed that the breach may not occur again.
4. The termination events referred to in paragraph 3 shall be the following:
  - (a) if the rights of the Registered Participant are suspended for longer than thirty (30) Working Days;
  - (b) if a Registered Participant does not qualify for the participation in the Day Ahead Auction as set forth in Article 13;
  - (c) if a Registered Participant repeatedly breaches these Day Ahead Allocation Rules or a Day Ahead Participation Agreement, whether or not the breach is capable of remedy;
  - (d) if a competent authority (i) determines that the Registered Participant has committed a misuse or fraudulent act and (ii) requests the Allocation Platform to terminate the Day Ahead Participation Agreement to which such Registered Participant is a Party or (iii) agrees that the Allocation Platform has reasonable grounds to believe that the Registered Participant has committed a misuse or fraudulent act in participating in Day Ahead Auctions; or if the Registered Participant has taken any action which may lead to the damaging or reduction in effectiveness of the Auction Tool (it being understood that such an action is deemed to happen in case of any behavior that can be assimilated to an attack on the information system such as, but not limited to, deny of service, spam, virus, brute forcing, Trojan horse attack).



5. After the termination takes effect in accordance with paragraphs 1 to 3 of this Article and from that time, the Registered Participant may no longer participate in a Day Ahead Auction. CHAPTER 4 shall not apply to such acquired Transmission Rights. For the avoidance of doubt, the Transmission Rights, which the Registered Participant is prohibited from using as a result of termination, may be offered by the Allocation Platform in subsequent Auctions.
6. Termination of a Day Ahead Participation Agreement does not affect any rights and obligations under or in connection with the Day Ahead Participation Agreement and these Day Ahead Allocation Rules which arose prior to that termination unless otherwise specified in this Article. Accordingly, any Registered Participant whose Day Ahead Participation Agreement is terminated will remain liable, subject to and in accordance with the Day Ahead Allocation Rules, in respect of all such rights and liabilities. This paragraph shall apply without prejudice to other remedies available to the Allocation Platform under these Day Ahead Allocation Rules.

*Article 59*

**Force Majeure**

1. The Allocation Platform or a Registered Participant, which invokes Force Majeure, shall promptly send to the other Party a notification describing the nature of Force Majeure and its probable duration and shall continue to furnish reports with respect thereto with reasonable frequency during the period of Force Majeure. The Party invoking the Force Majeure shall make every possible effort to limit the consequences of the Force Majeure.
2. The affected obligations, duties and rights of a Party subject to Force Majeure shall be suspended from the beginning of Force Majeure, with the exception of the confidentiality provisions in accordance with Article 61.
3. Suspension under paragraph 2 is subject to the following:
  - (a) suspension will be of no greater scope and of no longer duration than is required by the Force Majeure;
  - (b) the suspension applies only for so long as the Party invoking to Force Majeure is using reasonable efforts to remedy their inability to perform.
4. The consequences of a Force Majeure event, which is not subject to any discussion or litigation between the Allocation Platform and the Registered Participant, are:
  - (a) the Party invoking Force Majeure cannot be held responsible to pay compensation for any damage suffered, due to the non-performance or partial performance of all or any of its obligations during the Force Majeure and when such non-performance or partial performance is due directly to Force Majeure;
  - (b) the acquired Transmission Rights which have been entirely paid and become subject to Force Majeure are reimbursed for the duration of the Force Majeure in accordance with any applicable legislation and these Day Ahead Allocation Rules; and
  - (c) where the Transmission Rights' holder is the party claiming the Force Majeure event, the Allocation Platform may, for its own benefit, reallocate the holder's Transmission Rights to the subsequent Auctions and for the duration of the Force Majeure event.
5. If the Force Majeure continues for a period longer than six (6) months, the Allocation Platform or each Registered Participant may, by notice to the other given at any time while the Force Majeure continues beyond that period, unilaterally terminate the Day Ahead Participation Agreement. The termination shall take effect ten (10) Working Days after the notice is given or any later date specified in the notice. A holder of Transmission Rights whose Day Ahead Participation Agreement is terminated under this paragraph is under no obligation to pay the due amount for the Transmission

Rights' and is entitled to a refund to the extent that any payment includes an amount in respect of use after the date of termination, to be calculated pro-rata from the date termination takes effect.

*Article 60*

**Notices**

1. Any notice or other communication to be given under or in connection with these Day Ahead Allocation Rules shall be in English.
2. Unless otherwise expressly provided in these Day Ahead Allocation Rules, all notices or other communications shall be in writing between the Allocation Platform and each Registered Participant and shall be sent to the email address and if not possible, marked for the attention of the other Party's representative as set out in the Day Ahead Participation Agreement or as notified by the Registered Participant from time to time in accordance with Article 8.
3. All notices or other communications shall be given by letter delivered by hand against receipt or sent by registered mail or courier in the following cases:
  - (a) the conclusion of the Day Ahead Participation Agreement in accordance with Article 6; and
  - (b) the suspension and termination according to Article 57 and Article 58.
4. All notices or other communications shall be deemed to have been received:
  - (a) in the case of delivery by hand, when delivered against receipt; or
  - (b) in the case of recorded delivery prepaid post, on the day following the recorded day of delivery; or
  - (c) in the case of email, when delivered to the other party but only if an acknowledgement of receipt is requested and obtained by the Party sending the e-mail.
5. If a notice or other communication has been received outside normal Working Hours on a Working Day, it is deemed to have been received at the opening of business on the next Working Day.

*Article 61*

**Confidentiality**

1. The Day Ahead Participation Agreement and any other information exchanged relating to its preparation and the application of a market participant shall be considered as confidential.
2. Subject to paragraph 3 of this Article, the Allocation Platform and each Registered Participant who is a recipient of confidential information in relation to these Day Ahead Allocation Rules shall preserve the confidentiality of such information and shall not directly or indirectly reveal, report, publish, disclose, transfer or use any item of the confidential information otherwise than for the purpose for which it was disclosed.
3. Notwithstanding paragraph 2 of this Article, the Allocation Platform or a Registered Participant may disclose confidential information of a disclosing Party to a third party with the other Party's prior consent expressed in writing and subject to the condition that the receiving Party has given assurance that such third party is bound by equivalent confidentiality obligations as set out in these Allocation Rules directly enforceable by the other Party.
4. Notwithstanding paragraph 2 of this Article the Allocation Platform or a Registered Participant may disclose confidential information of a disclosing Party:
  - (a) to the extent expressly permitted or contemplated by the Day Ahead Allocation Rules;
  - (b) to any person who is one of the directors, officers, employees, agents, advisers or insurers of

the recipient and who needs to know the confidential information in connection with these Day Ahead Allocation Rules; as far as required in order to comply with applicable national or EU legislation or any other relevant domestic administrative acts such as grid codes;

- (c) as far as required in order to comply with applicable national legislation or any other relevant domestic administrative acts such as grid codes;
  - (d) as far as required by a court, arbitrator or administrative tribunal or an expert in the course of proceedings before it to which the recipient is a Party;
  - (e) as may be required by the relevant TSOs for the proper fulfilment of their mission and their obligations in accordance with Applicable Laws and these Day Ahead Allocation Rules by themselves or through agents or advisers; or
  - (f) as far as required in order to obtain clearances or consents from a competent authority.
5. Moreover, the obligations arising from this Article shall not apply:
- (a) if the Party which receives the information can prove that at the time of disclosure, such information was already publicly available;
  - (b) 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;
  - (c) 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 participant can be deduced;
  - (d) to information whose publication is explicitly provided for by the present Day Ahead Allocation Rules.
6. The obligations of confidentiality in this Article shall remain valid for a period of five (5) years after termination of the Registered Participant's Day Ahead Participation Agreement.
7. The signature of a Day Ahead Participation Agreement and the exchange of confidential information do 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 these Day Ahead Allocation Rules.

#### *Article 62*

#### **Assignment and subcontracting**

1. The Allocation Platform may assign, novate or otherwise transfer any of its rights or obligations under a Day Ahead Participation Agreement or these Allocation Rules to another Allocation Platform. The Allocation Platform shall notify the Registered Participants of the change by sending an email with acknowledgment of receipt as soon as possible and in any event at least ten (10) Working Days before the date on which the change takes effect.
2. A Registered Participant may not assign, novate or otherwise transfer any of its rights or obligations under its Ahead Participation Agreement or these Day Ahead Allocation Rules without the prior written consent of the Allocation Platform.
3. Nothing in this Article shall prevent an Allocation Platform or Registered Participant from entering into a subcontracting agreement in relation to this Day Ahead Allocation Rules. Entry into a subcontracting agreement by a Registered Participant does not relieve the Registered Participant of any obligation or liability under its Day Ahead Participation Agreement or these Day Ahead Allocation Rules.

*Article 63*  
**Governing law**

These Day Ahead Allocation Rules shall be governed by and construed in all respects in accordance with the law of the location of the registered office of the Allocation Platform unless otherwise specified in the Day Ahead Participation Agreement.

*Article 64*  
**Language**

The applicable language for these Day Ahead Allocation Rules shall be English. For the avoidance of doubt, where TSOs need to translate these Day Ahead Allocation Rules into their national language, in the event of inconsistencies between the English version published by the Allocation Platform and any version in another language, the English version published by the Allocation Platform shall prevail.

*Article 65*  
**Intellectual property**

No Party shall acquire any right, title, license or interest in or to any intellectual property rights of the other Party in connection with these Day Ahead Allocation Rules.

*Article 66*  
**Relationship of the Parties**

1. The relationship of the Allocation Platform and the Registered Participant is that of service provider and service user respectively. Except as expressly provided in these Allocation Rules, nothing contained or implied in these Day Ahead Allocation Rules constitutes or is deemed to constitute the Allocation Platform or a Registered Participant, the partner, agent or legal representative of the other for any purpose whatsoever including create or be deemed to create any partnership, agency, trust between the Parties.
2. The Registered Participant acknowledges that neither the Allocation Platform nor any person acting on behalf of or associated with the Allocation Platform makes any representation, gives any advice or gives any warranty or undertaking of any kind in respect of these Day Ahead Allocation Rules, the Day Ahead Participation Agreement or the disclosed information or otherwise in relation to or in connection with these Day Ahead Allocation Rules, the Day Ahead Participation Agreements and the disclosed information or any transaction or arrangement contemplated by these Day Ahead Allocation Rules, the Day Ahead Participation Agreements and the disclosed Information except as specifically provided in these Day Ahead Allocation Rules or the Day Ahead Participation Agreement.

*Article 67*  
**No third party rights**

The Allocation Platform and each Registered Participant acknowledge and agree that a person who is not a party to the Day Ahead Participation Agreement between them, including any other market participant, has no rights to enforce these Day Ahead Allocation Rules or the Day Ahead Participation Agreement as between the Allocation Platform and that Registered Participant.

*Article*

68

**Waiver**

1. No omission to exercise or delay in exercising any right, power or remedy provided by law or under these Day Ahead Rules shall impair or constitute a waiver of such or any other right, power or remedy. No single or partial exercise of any such right, power or remedy precludes or impairs any other or further exercise thereof or the exercise of any other right, power or remedy provided by law or under these Day Ahead Allocation Rules.
2. Any waiver of any right, power or remedy under these Day Ahead Allocation Rules must be in writing and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated, any waiver is effective only in the instance and only for the purpose for which it is given.

*Article*

69

**Entire agreement**

These Day Ahead Allocation Rules and the Day Ahead Participation Agreement contain or expressly refer to the entire agreement between the Allocation Platform and each Registered Participant with respect to the subject matter hereof and expressly exclude any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and understandings between the Allocation Platform and each Registered Participant with respect thereto. The Allocation Platform and each Registered Participant acknowledge and confirm that none of them accede to these Day Ahead Allocation Rules or the Day Ahead Participation Agreement in reliance on any representation, warranty or other undertaking (other than where made fraudulently) not fully reflected in the terms of these Day Ahead Allocation Rules or the Day Ahead Participation Agreement.

*Article*

70

**Remedies exclusive**

The rights and remedies provided by these Day Ahead Allocation Rules and the Day Ahead Participation Agreement to the Allocation Platform and each Registered Participant are exclusive and not cumulative and, to the extent permissible by law, shall exclude and be in place of all substantive (but not procedural) rights or remedies expressed or implied and provided by law or statute in respect of the subject matter of these Allocation Rules and the Day Ahead Participation Agreement. Accordingly, the Allocation Platform and each Registered Participant hereby waives to the fullest extent possible all such rights and remedies provided by law or statute, and releases each other of them if it is liable to any other of them, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by law or statute in respect of the matters dealt with in these Day Ahead Allocation Rules and the Day Ahead Participation Agreement and undertakes not to enforce any of the same except as expressly provided herein.

*Article*

*71*

**Severability**

If any provision of these Day Ahead Allocation Rules or a Day Ahead Participation Agreement is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or pursuant to arbitration or by order of any competent authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of these Day Ahead Allocation Rules and the Day Ahead Participation Agreement which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality. Any invalid, illegal, void and/or unenforceable part(s) or provision(s) shall be replaced by valid, legal and/or enforceable part(s) or provision(s) in order to achieve the intended economic and legal effect.

# Part 3

## Long Term Allocation Rules

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## CHAPTER 1 General Provisions

### *Article 1*

#### **Subject-matter and scope**

1. These Long Term Allocation Rules contain the terms and conditions for the allocation of Long Term Transmission Rights it being understood that the Registered Participant will accede to these rules by the signature of the Long Term Participation Agreement. In particular, the Long Term Allocation Rules set out the rights and obligations of Registered Participants as well as the requirements for participation in Auctions, they describe the process of Auction, including the determination of Marginal Price as a result of Auction, the conditions for transfer and return of Long Term Transmission Rights, for remuneration of holders of such returned Long Term Transmission Rights, and the processes for curtailment of Long Term Transmission Rights and invoicing/payment.
2. The Auctions and transfer of Long Term Transmission Rights refer to Cross Zonal Capacity only and Registered Participants may invoke no other right in connection with the Long Term Transmission Rights allocated to them than the rights in accordance with the provisions of these Long Term Allocation Rules.

### *Article 2*

#### **Definitions and interpretation**

3. Unless otherwise defined herein, capitalised terms used in these Long Term Allocation Rules shall have the meaning given to them in the Day Ahead Allocation Rules and Intraday Allocation Rules, together the "Access Rules".
4. For the purposes of interpretation references in the Long Term Participation Agreement to the "Allocation Rules for Forward Capacity Allocation", "Annex" and "Allocation Rules" shall be read and construed as meaning these Long Term Allocation Rules.
5. In addition, the following definitions shall apply:

**Affiliate** means, in relation to any person, any other person that directly or indirectly controls, is controlled by or is under direct or indirect common control with that person where control is defined as rights, contracts or any other means which, either separately or in combination and having regard to the considerations of fact or law involved, confer the possibility of exercising decisive influence on an undertaking, in particular by:(a) ownership or the right to use all or part of the assets of an undertaking.(b) rights or contracts which confer decisive influence on the composition, voting or decisions of the organs of an undertaking;

**Allocation Platform** means an entity appointed and commissioned by the responsible TSOs to act on their behalf and on its own name for the attribution of Long Term Cross Zonal Capacity through the Auctions as defined in the Long Term Participation Agreement;

**Applicable Law** means any statute, statutory instrument, licence (including the any applicable Office of Gas and Electricity Markets Interconnector Licence and the Licence Standards), law (whether English or French) or decree (*décret*) or order in council or directive, or any code including the GB Grid Code, the French Energy Code and Decree n° 2006-1731 of 23 December 2006 ("*approuvant le cahier des charges type de concession du réseau public de transport d'électricité*") and the Balancing and Settlement Code, or any request,

requirement, instruction, direction or rule of any authority but only, where not having the force of law, if compliance with the Applicable Law is in accordance with the general practice of persons to whom the Applicable Law is addressed;

**Auction Tool** means the information technology system used by the Allocation Platform to perform Auctions and to facilitate other procedures described in these Long Term Allocation Rules such as transfer or return of Long Term Transmission Rights;

**Auction Specification** means a list of specific characteristics of a particular Auction, including the nature of offered products and relevant dates;

**Bank Guarantee** means an unconditional and irrevocable standby letter of credit or letter of guarantee issued by a bank;

**Bid** means a pair of Bid Quantity and Bid Price offered by a Registered Participant participating in an Auction;

**Bid Price** means the price which a Registered Participant is willing to pay for one (1) MW and hour of Long Term Transmission Rights;

**Bid Quantity** means the amount of Long Term Transmission Rights in MW requested by a Registered Participant;

**Bidding Period** means the time period within which the Registered Participants wishing to participate in an Auction may submit their Bids;

**Business Account** means a dedicated deposit account opened at the financial institution selected by the Allocation Platform in the name of the Allocation Platform or at the discretion of the Allocation Platform opened by the Registered Participant, but with the Allocation Platform as the beneficiary of the dedicated cash deposit which may be used for payments by the Registered Participant;

**Capacity Allocation** means the attribution of cross zonal capacity;

**Capacity Shortage** has the meaning set out in Article 56A of these Long Term Allocation Rules;

**Congestion Income** means the revenues received as a result of Capacity Allocation;

**Cross Zonal Capacity** means the capability of the interconnected system to accommodate energy transfer between bidding zones;

**Credit Limit** means the amount of the collaterals which may be used to cover any Bid submission in subsequent Auctions and is not used for outstanding payment obligations;

**EIC Code** means the ENTSO-E Energy Identification Coding Scheme identifying the parties in a cross-border trade;

**Firmness Deadline** the point in time after which Cross Zonal Capacity becomes firm as further described in Article 58.

**Force Majeure** means any unforeseeable or unusual event or situation beyond the reasonable control of a Party and/or the relevant TSOs, and not due to a fault of the Party and/or the relevant TSOs, which cannot be avoided or overcome with reasonable foresight and diligence, which cannot be solved by measures which are from a technical, financial or economic point of view reasonably possible for the Party and/or the relevant TSOs, which has actually happened and is objectively verifiable, and which makes it impossible for the Party and/or the relevant TSOs to fulfil, temporarily or permanently, its obligations;

**Day Ahead Allocation Rules and Intraday Allocation Rules** shall mean the Day Ahead Allocation Rules and Intraday Allocation Rules as further specified in Parts 1 and 2 of these Access Rules;

**Information System Rules** means the terms and conditions for access to and use of the Auction Tool by Registered Participants as set out in Chapter 4 (*Information System Rules*) of the Daily and Intraday Allocation Rules;

**Long Term Allocation Rules** means those rules detailed in Part 3 of the Access Rules;

**Long Term Participation Agreement** means the agreement, published on the website of the Allocation Platform, by which the Parties undertake to comply with the terms and conditions for Cross Zonal Capacity Allocation as contained in these Long Term Allocation Rules;

**Marginal Price** means the price determined at a particular Auction to be paid by all the Registered Participants for each MW and hour of acquired Long Term Transmission Right;

**National Regulatory Authorities** means the relevant GB and French regulatory authorities

**Nomination Platform** means the relevant system used by PTR Holders to Nominate PTRs on the relevant interconnector;

**Operators** shall mean the operators of one or more interconnectors on the border;

**Operational Security Limits** means the limits within which the transmission system is capable of retaining a normal state or returning to a normal state as soon as possible;

**Party/ Parties** means the Allocation Platform and/or a Registered Participant referred to individually as Party or collectively as Parties;

**Physical Transmission Right** means a right entitling its holder to physically transfer a certain volume of electricity in a certain period of time across the interconnector in a specific direction;

**Product Period** means the time and date on which the right to use the Long Term Transmission Right commences and the time and date on which the right to use the Long Term Transmission Right ends;

**Reduction Period** means a period of time, i.e. specific calendar days and/or hours, within the Product Period in which Cross Zonal Capacities with a reduced amount of MW are offered taking into account a foreseen specific network situation (e.g. planned maintenance, long-term outages, foreseen balancing problems);

**Registered Participant** means a market participant which has entered into a Long Term Participation Agreement with the Allocation Platform;

**Rights Document** means a document containing the information of the maximum amount of allocated Physical Transmission Rights that can be nominated by a market participant per day per hour and per direction taking into account the volume of Long Term Transmission Rights initially acquired, the subsequent transfers and returns, and any possible curtailments which occurred before the issuance of the Rights Document.;

**RTE** means RTE Réseau de Transport d'Electricité a French société anonyme whose registered office is at Immeuble WINDOW, 7C Place du Dôme, 92073 Paris La Défense cedex, France and with Commercial Register in Nanterre number 444619258

**Working Day** means the calendar days from Monday to Friday, with the exception of public holidays as specified on the website of the Allocation Platform;

**Working Hours** means the hours on Working Days specified within the Long Term Participation Agreement;

6. In these Long Term Allocation Rules, including its annexes, unless the context requires otherwise:
- (a) the singular indicates the plural and vice versa;
  - (b) references to one gender include all other genders;
  - (c) the table of contents, headings and examples are inserted for convenience only and do not affect the interpretation of the Long Term Allocation Rules;
  - (d) the word “including” and its variations are to be construed without limitation;
  - (e) any reference to legislation, regulations, directive, order, instrument, code or any other enactment shall include any modification, extension or re-enactment of it then in force;
  - (f) any reference to another agreement or document, or any deed or other instrument is to be construed as a reference to that other agreement, or document, deed or other instrument as amended, varied, supplemented, substituted or novated from time to time;
  - (g) a reference to time is a reference to CET/CEST time unless otherwise specified;
  - (h) where the Allocation Platform is required to publish any information under these Long Term Allocation Rules, it shall do so by making the information or data available on its website and/or via the Auction Tool.

*Article 3*

**Allocation Platform**

1. The Allocation Platform shall undertake the allocation functions in accordance with these Long Term Allocation Rules and in accordance with applicable national legislation.
2. For the purposes of these Long Term Allocation Rules the Allocation Platform shall be the party signing the Long Term Participation Agreement with the Registered Participant.
3. For the purpose of the Long Term Participation Agreement with the Registered Participant, the Allocation Platform shall publish subsequent versions of these Long Term Allocation Rules, including the annexes thereto as they enter into force in accordance with the applicable national regulatory regimes.

*Article 4*

**Regional specificities**

[not used]

*Article 5*

**Effective date and application**

1. These Long Term Allocation Rules shall enter into force in accordance with the applicable national regulatory regimes upon the approval by the relevant National Regulatory Authorities and, where applicable, notification to the Registered Participants (and on the date announced by the Allocation Platform).
2. These Long Term Allocation Rules apply to Capacity Allocation for Long Term Transmission Rights with the delivery period to be specified by the Allocation Platform on its website upon the entry into force of these Long Term Allocation Rules.



3. Unless expressly stated otherwise or otherwise required by the applicable governing law, these Long Term Allocation Rules shall govern all rights and obligations in connection with Long Term Transmission Rights acquired before the entry into force of these Long Term Allocation Rules but with the delivery date after the entry into force of these Long Term Allocation Rules.

## **CHAPTER 2**

### **Requirements and process for participation in Auctions and Transfer**

#### *Article 6*

#### **General Provision**

1. Market participants may acquire a Long Term Transmission Right only from participation in Auctions or/and via transfer.
2. The participation both in Auctions and in transfers requires that the market participant:
  - (a) concludes a valid and effective Long Term Participation Agreement indicating on which bidding zone border and also on which interconnector in accordance with Article 7 to Article 15; and
  - (b) has access to the Auction Tool in accordance with Article 16.
3. The participation in Auctions requires that market participants, in addition to the conditions set forth in the previous paragraph, fulfil also the following conditions:
  - (a) they comply with the requirements for provision of collaterals as specified in CHAPTER 3; and
  - (b) they accept additional financial terms where needed in accordance with Article 17.
4. In any case, market participants have to fulfil the obligations as specified in the relevant Chapters of these Long Term Allocation Rules.

#### *Article 7*

#### **Long Term Participation Agreement conclusion**

1. At least nine (9) Working Days before the first participation in an Auction, any market participant may apply to be a party to a Long Term Participation Agreement by submitting, to the Allocation Platform, three (3) signed copies of the Long Term Participation Agreement, as published on the website of the Allocation Platform, together with all duly completed information and documents required by Article 8 to Article 16. The Allocation Platform shall assess the completeness of the information submitted in accordance with Article 9 and Article 13 within seven (7) Working Days of receipt of the completed and signed Long Term Participation Agreement.
2. The Allocation Platform shall before the expiration of the seven (7) Working Days deadline ask the market participant to provide any outstanding information which the market participant fails to submit with its Long Term Participation Agreement. On receipt of the outstanding information, the Allocation Platform shall within an additional seven (7) Working Days review the information and inform the market participant if any further information is required.
3. Once the Allocation Platform has received all necessary information, it shall return one copy of the Long Term Participation Agreement signed by it to the market participant without undue delay. Signature of the Long Term Participation Agreement by the Allocation Platform shall not itself indicate compliance with any other condition set in these Long Term Allocation Rules for

the participation in the Auctions. The Long Term Participation Agreement comes into force on the date of signature by the Allocation Platform.

4. The Allocation Platform shall publish a list of Registered Participants eligible to transfer long-term transmission rights.

*Article 8*

**Form and content of the Long Term Participation Agreement**

1. The form of the Long Term Participation Agreement and the requirements for its completion shall be published by the Allocation Platform and may be amended from time to time by the Allocation Platform without changing any terms and conditions specified in these Long Term Allocation Rules unless otherwise stated in these Long Term Allocation Rules.
2. As a minimum, the Long Term Participation Agreement will require the market participant to:
  - (a) provide all necessary information in accordance with Article 9 and Article 13; and
  - (b) agree to be bound by and comply with these Long Term Allocation Rules.
3. Nothing in these Long Term Allocation Rules shall prevent the Allocation Platform and the Registered Participant from agreeing in the Long Term Participation Agreement additional rules, out of the scope of these Long Term Allocation Rules, including but not limited to the participation in day-ahead or Intraday Explicit Allocation.
4. In the event of difficulty of interpretation, contradiction or ambiguity between these Long Term Allocation Rules and the Long Term Participation Agreement, the text of the Long Term Allocation Rules shall prevail.

*Article 9*

**Submission of information**

1. The market participant shall submit the following information with its completed and signed Long Term Participation Agreement:
  - (a) name and registered address of the market participant including general email and telephone number of the market participant for notifications in accordance with Article 74.
  - (b) if the market participant is a legal person, an extract of the registration of the market participant in the commercial register of the competent authority;
  - (c) contact details and names of persons authorised to represent the market participant and their function;
  - (d) EU VAT registration number where applicable;
  - (e) Taxes and levies to be considered for invoices and collateral calculations;
  - (f) Energy Identification Code (EIC);
  - (g) bank account information for payment to the applicant to be used by the Allocation Platform for the purposes of Article 65 paragraphs 8 and 9.

- (h) financial contact person for collaterals, invoicing and payment issues, and their contact details (email and telephone number) for notifications where required in these Long Term Allocation Rules in accordance with Article 74;
  - (i) commercial contact person and their contact details (email and telephone number) for notifications where required in these Long Term Allocation Rules in accordance with Article 74; and
  - (j) operational contact person and their contact details (email and telephone number) for notifications where required in these Long Term Allocation Rules in accordance with Article 74.
2. A Registered Participant shall ensure that all data and other information that it provides to the Allocation Platform pursuant to these Long Term Allocation Rules (including information in its Long Term Participation Agreement) is and remains accurate and complete in all material respects and must promptly notify the Allocation Platform of any change.
  3. A Registered Participant shall notify the Allocation Platform if there is any change to the information, submitted in accordance with paragraph 1 of this Article, at least nine (9) Working Days before the change comes into effect and, where that is not possible, without delay after the Registered Participant becomes aware of the change.
  4. The Allocation Platform will confirm the registration of the change or send a refusal note of registration of the change to the Registered Participant, at the latest, seven (7) Working Days after the receipt of the relevant notification of change. The confirmation or refusal note will be sent via email to the commercial and operational contact person specified by the Registered Participant in accordance with paragraph 1 of this Article. If the Allocation Platform refuses to register the change, the reason shall be provided in the refusal note.
  5. The change becomes valid on the day of the delivery of the confirmation to the Registered Participant.
  6. If additional information is required from a Registered Participant as a consequence of an amendment to these Long Term Allocation Rules, then the Registered Participant shall submit the additional information to the Allocation Platform within twelve (12) Working Days after the request for such submission by the Allocation Platform.

*Article 10*  
**Warranties**

1. By the signature of the Long Term Participation Agreement the market participant warrants that:
  - (a) it has not commenced any proceedings seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights;
  - (b) no insolvency, bankruptcy or other similar legal proceeding affecting creditors' rights have been commenced in relation to the applicant;
  - (c) no winding-up or liquidation proceedings have been commenced with regard to the applicant; and

- (d) it has no overdue payment obligations towards any current, previous or future Allocation Platform.

*Article 11*

**Declaration for participation in transfer only**

As part of the submission of the information in accordance with Article 7 and Article 9, the market participant shall declare to the Allocation Platform whether it intends to participate in transfer of Long Term Transmission Rights only. In such a case, it shall not be entitled to participate in any Auction.

*Article 12*

**Dedicated Business Account**

As part of the submission of the information in accordance with Article 7 and Article 9, the market participant shall declare to the Allocation Platform whether it intends to open a dedicated Business Account for the purposes of depositing cash collaterals.

*Article 13*

**Acceptance of the Information System Rules**

By signing the Long Term Participation Agreement the market participant accepts the applicable Information System Rules, as amended from time to time and published on the website of the Allocation Platform.

*Article 14*

**Costs related to the Long Term Participation Agreement**

All applications to become a Registered Participant and any subsequent participation in Auctions and/or the notification of transfer or the return of Long Term Transmission Rights shall be at the Registered Participants' own cost, expense and risk. The Allocation Platform shall not be liable to any person for any cost, damages, or expense in connection with the Registered Participant participating in Auctions and/or transfer or return of Long Term Transmission Rights unless otherwise explicitly stated in these Long Term Allocation Rules.

*Article 15*

**Refusal of application**

1. The Allocation Platform may refuse to enter into a Long Term Participation Agreement with a market participant in the following circumstances:
  - (a) when the applicant has not submitted a duly completed and signed Long Term Participation Agreement in accordance with Article 7, Article 8 and Article 9; or
  - (b) the Allocation Platform has previously terminated a Long Term Participation Agreement with the applicant as a result of a breach of the Long Term Participation Agreement by the Registered Participant in accordance with Article 72(3) and (4) and unless the circumstances leading to termination have ceased to exist or the Allocation Platform is reasonably satisfied that the breach will not occur again; or
  - (c) if entering into a Long Term Participation Agreement with the applicant would cause the Allocation Platform to breach any condition of any mandatory legal or regulatory requirement; or

- (d) if any of the warranties of the Registered Participant under Article 10 are found to be not valid or false.

*Article 16*

**Access to the Auction Tool**

1. The Allocation Platform shall grant access to the Auction Tool free of charge if the following requirements are satisfied:
  - (a) the Registered Participant has signed and delivered a completed form included in the Information System Rules identifying the person(s) for which the user account(s) in the Auction Tool shall be established, including any third parties authorised to act on behalf of the Registered Participant for the purposes of return and transfer of Long Term Transmission Rights in accordance with Article 39 and Article 42; and
  - (b) the Registered Participant has fulfilled the requirements on authentication as set forth by the Information System Rules published by the Allocation Platform; such requirements may include but are not limited to the obligation to provide an electronic certificate for signing and encryption or other technology for authentication purposes.
2. The Allocation Platform shall confirm the creation of the user account or may send a refusal note to the Registered Participant, at the latest, five (5) Working Days after the receipt of the relevant signed and completed form by the Registered Participant. The confirmation or refusal note shall be sent via email to the operational contact person specified by the Registered Participant in accordance with Article 9.
3. The Allocation Platform shall send the duly justified refusal note if the requirements listed in paragraph 1 of this Article are not fulfilled and access to the Auction Tool will not be granted.

*Article 17*

**Conclusion of additional financial terms**

The Allocation Platform may develop and publish additional standard financial terms to be accepted by the Registered Participants. These additional financial terms may include provisions to enable joint collaterals for long term and other processes organized by the Allocation Platform in accordance with the Long Term Participation Agreement, as long as these additional financial terms comply with these Long Term Allocation Rules.

*Article 18*

**Regulatory and legal requirements**

It is the responsibility of each market participant to ensure that it complies with relevant national legislation, including requirements of any relevant competent authority, and obtained all necessary authorisations in connection with its participation in Auctions or in transfer and the use of Long Term Transmission Rights.

## CHAPTER 3

### Collaterals

#### *Article 19*

##### **General provisions**

1. Registered Participants shall provide collaterals in order to secure payments to the Allocation Platform resulting from Auctions of Long Term Transmission Rights and, where applicable, potential other payments falling due under the additional financial terms in accordance with Article 17.
2. Only the following forms of collaterals shall be accepted:
  - (a) a Bank Guarantee;
  - (b) a cash deposit in a dedicated Business Account.
3. Collaterals may be provided in one of the forms mentioned in paragraph 2 of this Article or a combination of these forms, provided that the Allocation Platform is entitled as beneficiary to the full collateral.
4. Credit Limit shall always be greater or equal to zero.
5. The collaterals shall be provided in Euros (€).

#### *Article 20*

##### **Form of cash deposit**

1. For collaterals that are provided in the form of a cash deposit in a dedicated Business Account the following conditions shall apply:
  - (a) the money shall be deposited in a dedicated Business Account at a financial institution selected by the Allocation Platform;
  - (b) the dedicated Business Account shall be opened and used in accordance with additional financial terms to be concluded between the Allocation Platform, or where relevant the financial institution and the Registered Participant;
  - (c) until withdrawal as permitted by the following provisions of Article 26, the cash deposit in the dedicated Business Account belongs to the Registered Participant if not stated otherwise in the additional financial terms in accordance with Article 17;
  - (d) withdrawals from the dedicated Business Account pursuant to Article 24 and Article 26 may be made solely on the instruction of the Allocation Platform;
  - (e) the dedicated Business Account will not be used by the Allocation Platform for the purposes of settlement and must in all cases be opened in the name of the Allocation Platform at a financial institution selected by the Allocation Platform ; and
  - (f) interest on the amount deposited in the dedicated Business Account shall accrue for the benefit of the Registered Participant, after deduction of taxes and bank charges if any.

*Article 21*

**Form of Bank Guarantee**

1. Collaterals that are provided in the form of a Bank Guarantee shall comply with the following specifications:
  - (a) the Bank Guarantee shall be provided in the form of the template that is available on the website of the Allocation Platform and updated from time to time or in a form that substantially follows the template;
  - (b) the Bank Guarantee shall be written in English;
  - (c) the Bank Guarantee covers all Auctions organized by the Allocation Platform subject to these Long Term Allocation Rules;
  - (d) the Bank Guarantee shall allow partial and multiple drawing by the Allocation Platform, up to the maximum amount guaranteed;
  - (e) the Bank Guarantee shall provide for payment upon first request of the Allocation Platform. It shall further provide that, if the Allocation Platform calls upon the Bank Guarantee, the bank shall pay automatically without any other condition than the receipt of a written demand by registered letter from the Allocation Platform.
  - (f) the Bank Guarantee shall be irrevocable, unconditional and non-transferable;
  - (g) the bank issuing the Bank Guarantee shall be permanently established, including via a branch in a EU member state, European Economic Area or Switzerland.
  - (h) the bank issuing the Bank Guarantee or the financial group it belongs to shall have a long term credit rating of not less than BBB+ by Standard and Poor's Corporation, BBB+ by Fitch or Baa1 by Moody's Investors Service Inc. If the issuer (the "Issuer") of the Bank Guarantee or the Alternative Guarantee ceases to have the required long term credit rating, the Registered Participant shall within five (5) Working Days submit to the Allocation Platform a substitute Bank Guarantee or Alternative Guarantee by a bank or other financial institution holding the required long term credit rating or replace the Bank Guarantee or Alternative Guarantee with a cash collateral deposit. If the Issuer has two or more credit ratings and such credit ratings are not of the same level of parity (commonly known as "split ratings") then, for the purposes of determining the Issuer's long term credit rating, if the Issuer holds three credit ratings, the median credit rating will apply or, if the Issuer holds two ratings, the lower credit rating will apply. If there are industry-wide downgrades of financial institutions, the Allocation Platform may investigate what the new standards are and, at its own discretion if deemed necessary, decrease the required rating for a limited period of time.
  - (i) the bank issuing the Bank Guarantee shall not be an Affiliate of the Registered Participant for which the Bank Guarantee is issued.
2. A Bank Guarantee shall contain the following:
  - (a) a maximum amount guaranteed;
  - (b) the Allocation Platform's identification as beneficiary, as specified on the website of the Allocation Platform;



- (c) the Allocation Platform's bank account, as specified on the website of the Allocation Platform;
  - (d) the Allocation Platform's bank's address, as specified on the website of the Allocation Platform;
  - (e) the Registered Participant's full identification, including name, address, commercial/company register;
  - (f) full identification of the providing bank; and
  - (g) the validity time.
3. The Registered Participant shall submit the Bank Guarantee at least two (2) Working Days before the Bidding Period closure of the Auction for which it shall be used as collateral or otherwise, it shall be considered for the subsequent Auctions.
  4. The Allocation Platform shall accept the Bank Guarantee provided by a Registered Participant if the Bank Guarantee is provided in line with the specifications set out in paragraph 1 to 2 of this Article and the original of the Bank Guarantee has been received by the Allocation Platform.
  5. The Allocation Platform shall confirm the acceptance of the Bank Guarantee or send a refusal note to the Registered Participant, at the latest, two (2) Working Days after the receipt of the original of the Bank Guarantee. The confirmation or refusal note shall be sent via email to the commercial and operational contact persons specified by the Registered Participant in accordance with Article 9. The refusal note shall include reasoning for refusal.

*Article 22*

**Validity and renewal of the Bank Guarantee**

1. Collaterals in the form of a Bank Guarantee shall be valid for the minimum periods as follows:
  - (a) for product(s) with a duration of more than one month, until at least thirty (30) days after the end of each next calendar month within the Product Period(s);
  - (b) for product(s) with a duration of one month, until at least thirty (30) days after the end of the Product Period(s); and
  - (c) for product(s) with a duration of less than one month, until at least sixty (60) days after the end of the Product Period(s).
2. The Registered Participant shall replace or renew the collaterals in form of a Bank Guarantee to fulfil the requirements of paragraph 1 of this Article.

*Article 23*

**Credit Limit**

1. The Allocation Platform shall calculate and continuously update the Credit Limit of each Registered Participant in respect of each subsequent Auction. For the purpose of calculating the Credit Limit under this Article 23 and Chapter 3 (Collateral) of the Day Ahead Allocation Rules, any outstanding payment obligations of the Registered Participant under any set of rules applicable to Capacity Allocation (this may include, but is not limited to, the Day Ahead Allocation Rules) shall be taken into account). This shall include but not be limited to day-ahead explicit auctions and explicit intraday auctions In case of a Bank Guarantee such Bank Guarantee shall be only considered if the requirements in Article 22 related to its validity for

the respective Auction are fulfilled. The Allocation Platform shall make this information available to each Registered Participant individually through the Auction Tool.

2. Outstanding payment obligations are calculated according to Article 63 subject to additional rules in paragraph 3 to 5 of this Article and in Article 34.
3. For the purpose of the Credit Limit calculation, outstanding payment obligations shall be increased to include the taxes and levies in force subject to Article 64.
4. Reduction Periods are taken into consideration for the calculation of the Credit Limit as set forth in Article 63.
5. Maximum payment obligations for a Registered Participant resulting from its Bid(s) registered at the closure of the Bidding Period, calculated according to Article 34, shall be considered provisionally as the outstanding payment obligations. From the publication of the provisional Auction results until the moment when the Auction Results become final the due amount notified according to Article 36 paragraph 3(b) and (c) shall be provisionally considered as outstanding payment obligations for Credit Limit calculation for any concurrent Auction. The Credit Limit shall be revised based on the actual allocated Long Term Transmission Rights when the provisional Auction results are published as described in CHAPTER 4.

*Article 24*

**Modifications of the collaterals**

1. A Registered Participant may request in written form an increase of the collaterals in form of a Bank Guarantee, a decrease of the collaterals in form of a Bank Guarantee and/or cash deposit or change of the form of the collaterals at any time in accordance to paragraphs 2 and 3 of this Article.
2. A decrease of the collaterals of a Registered Participant shall only be allowed if the Credit Limit after applying the requested decrease of the collaterals would be greater than or equal to zero.
3. The Allocation Platform shall accept the modification of the collaterals if the request for a modification of collaterals is compliant with the condition set out in paragraph 2 of this Article in case of a decrease or with the conditions set out in Article 21 and Article 22 in case of an increase of collaterals in the form of a Bank Guarantee and in case of a change in the form of the collaterals from cash on deposit to Bank Guarantee.
4. The modification of the collaterals shall become valid and effective only when the Allocation Platform has made the requested modification of the collaterals of the Registered Participant within the Auction tool.

The Allocation Platform shall assess the request for modification of collaterals and confirm the acceptance or send a refusal note to the Registered Participant, at the latest, two (2) Working Days after the receipt of the request. The confirmation or refusal note shall be sent via email to the commercial and operational contact persons specified by the Registered Participant in accordance with Article 9. The refusal note shall include reasoning for refusal.

*Article 25*

**Collateral incident**

1. A collateral incident occurs in the following cases:

- (a) the collaterals are insufficient to secure the amount due for the Long Term Transmission Rights held by a Registered Participant on the next payment date as set forth in Article 65 considering the amount and the validity of the collaterals; or
  - (b) the collaterals are not renewed in accordance with Article 22 paragraph 2; or
  - (c) the collaterals are not restored after a payment incident in accordance with Article 26 or new collateral was provided that is not compliant with the conditions specified in Article 19(3), Article 20 and Article 21.
2. The Allocation Platform shall notify the collaterals incident to the Registered Participant by email. The Registered Participant shall increase its collaterals within two (2) Working Days from sending of the notification if this is done during Working Hours or two (2) Working Days starting from the next Working Day if sent after Working Hours. If the collaterals provided by the Registered Participant remains insufficient after this period, the Allocation Platform may suspend or terminate the Long Term Participation Agreement in accordance with Article 71 and Article 72.

*Article 26*

**Calls on collaterals**

1. The Allocation Platform is entitled to call upon collaterals of a Registered Participant in the event of a registered payment incident in accordance with Article 67 and in relation to any sum invoiced under any set of rules applicable to Capacity Allocation (this may include, but not limited to, the Day Ahead Allocation Rules and the Fallback Procedures methodology defined by Article 44) that a Registered Participant has failed to pay by the due date for payment. This shall include but not be limited to day-ahead explicit auctions and explicit intraday auctions.
2. The Registered Participant shall restore its collaterals after a payment incident or collaterals incident by following the conditions as set forth in Article 19(3), Article 20 and Article 21 unless the Long Term Participation Agreement is suspended or terminated in accordance with Article 71 and Article 72.

## CHAPTER 4 Auctions

### *Article 27*

#### **General provisions for Auctions**

1. The Allocation Platform shall allocate Long Term Transmission Rights to Registered Participants by way of Explicit Allocation. Prior to the Auction the Allocation Platform shall publish Auction Specifications on its website.
2. The Auctions shall be organised via the Auction Tool. Each Registered Participant fulfilling the requirements for participating in the Auction may place Bids in the Auction Tool until the relevant deadline for placing Bids in the specific Auction expires according to the respective Auction Specification.
3. After the relevant deadline for placing Bids in the specific Auction has expired, the Allocation Platform shall evaluate the Bids including against the respective Credit Limits of the Registered Participants. The results of the Auction will be notified to Registered Participants via the Auction Tool.
4. The Allocation Platform shall provide information on forthcoming Auctions by publishing on its website a provisional Auction calendar with the dates of Auctions reasonably in advance before the Auctions take place. A provisional Auction calendar for each calendar year shall be published no later than 1 December of the year preceding including provisional information on the form of the product, Product Period and Bidding Period.

### *Article 28*

#### **Capacity Allocation timeframe and form of product**

1. The Allocation Platform shall offer capacity on yearly and monthly timeframes, and in addition may offer capacity on other long term timeframes such as seasonal, quarterly, weekly.
2. [not used]
3. The standard form of the Auction products shall be a base product by which a fixed amount of MW throughout the Product Period is allocated subject to announced Reduction Periods. Additional products may be offered.

### *Article 29*

#### **Auction Specification**

1. The Allocation Platform shall publish a provisional version of the Auction Specification and a final version of the Auction Specification as set forth in paragraphs 2 to 3 of this Article.
2. For yearly Auctions the Allocation Platform shall publish the provisional and the final Auction Specification no later than one (1) week and for any other shorter Capacity Allocation timeframe no later than two (2) Working Days before the end of the Bidding Period of an Auction. The provisional Auction Specification shall state in particular:
  - (a) the code identifying the Auction in the Auction Tool;
  - (b) type of Long Term Transmission Rights;

- (c) Capacity Allocation timeframe (e.g. yearly, monthly or other, as described in Article 28);
  - (d) form of product (e.g. base, peak, off-peak as described in Article 28);
  - (e) identification of direction covered;
  - (f) deadline for return of the Long Term Transmission Rights allocated in previous Auctions;
  - (g) the Product Period;
  - (h) Reduction Period(s) associated with the Product Period when applicable;
  - (i) the Bidding Period;
  - (j) the deadline for the publication of the provisional Auction results;
  - (k) the contestation period in accordance with Article 37;
  - (l) the provisional Offered Capacity which shall not include Cross Zonal Capacity released via return of Long Term Transmission Rights and Cross Zonal Capacity released in accordance with Article 71 and Article 72.
  - (m) any other relevant information or terms applicable to the product or the Auction.
3. Not earlier than four (4) hours after publication of the provisional Auction Specification, the Allocation Platform shall publish the final Auction Specification for that Auction stating the final Offered Capacity and any other update of relevant information or terms applicable to the product or the Auction
4. The final Offered Capacity shall consist of:
- (a) the provisional Offered Capacity;
  - (b) the available Cross Zonal Capacity already allocated to Registered Participants for which a valid request for return of Long Term Transmission Rights has been submitted for this Auction in accordance with Article 38 and Article 39; and
  - (c) the available Cross Zonal Capacity already allocated to Registered Participants which will be reallocated as a result of suspension or termination in accordance with Article 71 and Article 72.
5. The Allocation Platform shall publish the format of the bids to be used.

*Article 30*

**Reduction Periods of Offered Capacity**

1. The Allocation Platform may announce one or more Reduction Periods in the Auction Specification. In this case, the Auction Specification shall include for each Reduction Period information on the duration of the Reduction Period and the amount of Offered Capacities.
2. For the avoidance of doubt, Reduction Periods do not apply to already allocated Long Term Transmission Rights and shall not be considered for any purpose including compensation as a curtailment according to CHAPTER 9.

*Article 31*

**Bids submission**

1. The Registered Participant shall submit a Bid or set of Bids to the Allocation Platform in accordance with following requirements:
  - (a) it shall be submitted electronically using the Auction Tool and during the Bidding Period as specified in the Auction Specification;
  - (b) it shall identify the Auction via an identification code as specified in Article 29 paragraph 2 (a);
  - (c) it shall identify the Registered Participant submitting the Bid through its EIC code;
  - (d) it shall identify the direction for which the Bid is submitted;
  - (e) it shall state the Bid Price, which shall be different for each Bid of the same Registered Participant unless otherwise provided for in the Information System Rules, exclusive of taxes and levies, in Euros per MW for one (1) hour of the Product Period, i.e. Euro/MW and hour, expressed to a maximum of two (2) decimal places, and equal to or greater than zero (0);
  - (f) it shall state the Bid Quantity in full MW which must be expressed without decimals.
2. The Registered Participant may modify its previously registered Bid or set of Bids at any time during the Bidding Period including its cancellation. In case the Bid has been modified only the last valid modification of the Bid or set of Bids shall be taken into account for the Auction results determination.
3. If a Bid Quantity, or a quantity calculated as a sum of the Bid Quantity for several Bids submitted for the same Auction, by a Registered Participant exceeds the Offered Capacity announced in the final Auction Specification, this Bid or these Bids shall be completely rejected. Where a modification of previously submitted Bids results in exceeding the Offered Capacity, the modification shall be rejected and the previously registered Bids will stand.
4. If a Bid Quantity or a quantity calculated as a sum of the Bid Quantity for several Bids submitted for the same Auction by a Registered Participant exceeds the Offered Capacity announced after the Bids submission, the Bids with the lowest Bid Price will be rejected one (1) by one (1) until the total allowed Bid Quantity is lower than or equal to the Offered Capacity. In case where the Information System Rules allows submission of Bids with the same Bid Price by one or more Registered Participant the Allocation Platform may apply additional criteria or rules to decide which Bid shall be rejected. Such additional criteria or rules shall be included in the information System Rules and shall be one or more from the following:
  - (a) chronological submission (time stamp); and/or
  - (b) Bid identification assigned by the Auction Tool; and/or
  - (c) rejection of all relevant Bids with the same Bid Price.
5. The above mentioned process shall apply to all forms of an Auction product and all Forward Capacity Allocation timeframes.

*Article 32*  
**Bid registration**

1. The Allocation Platform shall not register a Bid that:
  - (a) does not comply with the requirements of Article 31; or
  - (b) is submitted by a Registered Participant who is suspended in accordance with Article 71.
2. Provided that a Bid or a set of Bids fulfils the requirements set forth in Article 31, the Allocation Platform shall confirm to the Registered Participant that such Bid(s) have been correctly registered by an acknowledgment of receipt via the Auction Tool. If the Allocation Platform does not issue an acknowledgment of receipt for a Bid, such Bid shall be deemed not to have been registered.
3. The Allocation Platform shall notify a Registered Participant whose Bid is rejected as invalid and the reason for this rejection, without undue delay after the Bid is rejected.
4. The Allocation Platform shall maintain a record of all valid Bids received.
5. Each valid Bid registered at closure of the Bidding Period shall constitute an unconditional and irrevocable offer by the Registered Participant to buy Long Term Transmission Rights up to the Bid Quantity and at prices up to the Bid Price and under the terms and conditions of these Long Term Allocation Rules and the relevant Auction Specification.

*Article 33*  
**Default Bid**

1. The Registered Participant has the option to place default Bids for Auctions.
2. A default Bid, once identified as such by the Registered Participant, shall apply automatically to each subsequent relevant Auction as defined by the Registered Participant when placing the default Bid. At the opening of a relevant Bidding Period, the registered default Bid shall be considered as a Bid submitted by the Registered Participant for the relevant Auction. This Bid shall be considered as a delivered when the Allocation Platform sends an acknowledgment of receipt to the Registered Participant.
3. If a default Bid Quantity or a quantity calculated as a sum of the Bid Quantity for several default Bids submitted for the same Auction by a Registered Participant exceeds the final Offered Capacity, the Bids with the lowest Bid Price shall be rejected one (1) by one (1) until the total allowed Bid Quantity is lower than or equal to the Offered Capacity. In case where the Information System Rules allows submission of Bids with the same Bid Price by one or more Registered Participant the Allocation Platform may apply additional criteria or rules to decide which Bid shall be rejected. Such additional criteria or rules shall be included in the information System Rules and shall be one or more from the following:
  - (a) chronological submission (time stamp); and/or
  - (b) Bid identification assigned by the Auction Tool; and/or
  - (c) rejection of all relevant Bids with the same Bid Price.
4. A Registered Participant who wants to modify a default Bid for a future Auction shall change the Bid Quantity and the Bid Price of its default Bids before the applicable Auction Bidding Period opening.

5. A Registered Participant not wishing to submit the default Bid on the Auction Tool for future Auctions can cancel its default Bids before the subsequent Auction Bidding Period opening.

*Article 34*

**Credit Limit verification**

1. Upon submission by a Registered Participant of a Bid or set of Bids to the Auction Tool the Allocation Platform shall check whether the maximum payment obligations (MPO) connected with that Registered Participant's registered Bid(s) calculated according to paragraphs 4 and 5 of this Article at the time of Bid(s) submission exceed the Credit Limit. If the maximum payment obligation connected with such registered Bids exceed the Credit Limit, the Allocation Platform shall issue automatically via the Auction Tool a warning to the Registered Participant to modify the Credit Limit. Bids shall not be rejected automatically if the maximum payment obligation attributed to registered Bids exceeds the Credit Limit at Bid submission but only after the process described in paragraph 2 of this Article.
2. At closure of the Bidding Period the Allocation Platform shall check again whether the maximum payment obligations connected with registered Bids calculated according to paragraph 5 of this Article exceed the Credit Limit. If the maximum payment obligations connected with these Bids exceed the Credit Limit, these Bids, starting with the Bid with the lowest Bid Price, shall be one (1) by one (1) excluded, until the maximum payment obligations are less than or equal to the Credit Limit. The Allocation Platform may apply additional criteria or rules to decide which Bid shall be rejected. Such additional criteria or rules shall be included in the information System Rules and shall be one or more from the following:
  - (d) chronological submission (time stamp); and/or
  - (e) Bid identification assigned by the Auction Tool; and/or
  - (f) rejection of all relevant Bids with the same Bid Price.
3. The Allocation Platform shall indicate insufficient collaterals as the reason for the Bid exclusion in the Auction results notification to the Registered Participant.
4. The Allocation Platform shall continuously assess all the Bids irrespectively to which Auction and with regard to which direction they are submitted. In case of Bids connected with various and overlapping Auctions the Allocation Platform shall consider all calculated maximum payment obligations as outstanding payment obligations according to Article 23
5. For the calculation of the maximum payment obligations related to one direction the Allocation Platform shall sort the registered Bids of a Registered Participant by Bid Price in descending order (merit-order). Bid 1 shall be the Bid with the highest Bid Price and Bid n shall be the Bid with the lowest Bid Price. The Allocation Platform shall calculate the maximum payment obligations according to the following equation:

$$MPO = \sum_{hours} \text{Max} \left[ \text{Bid Price (1)} * \text{Bid Quantity (1)}; \text{Bid Price (2)} * \sum_{i=1}^2 \text{Bid Quantity (i)}; \dots \right. \\ \left. \dots; \text{Bid Price (n - 1)} * \sum_{i=1}^{n-1} \text{Bid Quantity (i)}; \text{Bid Price (n)} * \sum_{i=1}^n \text{Bid Quantity (i)} \right]$$



6. When calculating the maximum payment obligations according to paragraph 5 of this Article, the Allocation Platform shall also take the following into account:
  - (g) if applicable, for each individual hour of the Reduction Period the maximum quantity of Long Term Transmission Rights which can be allocated to the Registered Participant during the Reduction Period;
  - (h) increase of the maximum payment obligations with applicable taxes and levies in force subject to 2; and
  - (i) in respect of Long Term Transmission Rights with a Product Period of one (1) or more months, one (1) or two (2) monthly instalments respectively should be secured in compliance with due amount calculation according to Article 63(5).

*Article 35*

**Auction Results Determination**

1. After the expiration of the Bidding Period for an Auction and the Credit Limit verification pursuant to Article 34, the Allocation Platform shall determine the Auction results and allocate the Long Term Transmission Rights in accordance with this Article.
2. The Auction results determination shall include the following:
  - (a) determination of the total quantity of the allocated Long Term Transmission Rights per direction;
  - (b) identification of winning Bids to be fully or partially satisfied; and
  - (c) determination of the Marginal Price per direction.
3. The Allocation Platform shall determine the Auction results using an optimisation function aiming at maximisation of the sum of the Registered Participants' surplus and the Congestion Income generated by the winning Bids while respecting the constraints of the optimisation function in form of Offered Capacities. The Allocation Platform shall publish additional explanatory information on the optimisation function of the algorithm on its website.
4. The Allocation Platform shall determine the Marginal Price at each direction based on the following criteria:
  - (a) if the total quantity of Cross Zonal Capacity for which valid Bids have been submitted is lower than or equal to the Offered Capacity for the relevant Auction, then the Marginal Price shall be zero;
  - (b) if the total quantity of Cross Zonal Capacity for which valid Bids have been submitted exceeds the Offered Capacity for the relevant Auction, the Marginal Price shall be set at the lowest Bid(s) Price(s) allocated in full or in part using the respective Offered Capacities.
5. If two (2) or more Registered Participants have submitted for one direction valid Bids with the same Bid Price, that cannot be accepted in full for the total requested quantity of Long Term Transmission Rights, the Allocation Platform shall determine the winning Bids and the quantity of the allocated Long Term Transmission Rights per Registered Participant as follows:
  - (a) the Cross Zonal Capacity available for the Bids which set the Marginal Price shall be divided equally between the number of the Registered Participants which submitted these Bids;

- (b) in case the quantity of Long Term Transmission Rights requested by a Registered Participant at Marginal Price is lower than or equal to the share calculated according to item (a) above, the request of this Registered Participant shall be fully satisfied;
  - (c) in case the requested quantity of Long Term Transmission Rights by a Registered Participant at Marginal Price exceeds the share calculated according to item (a) above, the request of this Registered Participant shall be satisfied up to the amount of the share as calculated according to item (a) above;
  - (d) any remaining Cross Zonal Capacity after the allocation according to items (b) and (c) shall be divided by the number of the Registered Participants whose requests have not been fully satisfied and allocated to them applying the process described in items (a), (b) and (c) above.
6. Where a Reduction Period is indicated in the Auction Specification for an Auction, the Allocation Platform shall determine the Auction Results in accordance with the provisions of paragraphs 3 to 5 of this Article, modified as follows:
- (a) winning Bids and Marginal Prices for respective directions are determined according to paragraphs 3 to 5 of this Article;
  - (b) for each Reduction Period the quantity of Long Term Transmission Rights to be allocated to individual Registered Participants shall be calculated on a pro-rata basis taking into account the quantity of Long Term Transmission Rights corresponding to the respective winning Bids of each Registered Participant and the respective reduced Offered Capacities. The Allocation Platform shall publish on its website clarifications and examples concerning the calculation of the quantity of Long Term Transmission Rights to be allocated to individual Registered Participants in the Reduction Period.
7. Whenever the calculation set forth in paragraphs 3 to 6 of this Article does not result in a whole MW amount in accordance with Article 31 paragraph 1(f), the Long Term Transmission Rights shall be rounded down to the nearest full MW. The case when Long Term Transmission Rights allocated to individual Registered Participants are equal to zero after rounding shall not impact the Marginal Price determination.
8. The Long Term Transmission Rights are deemed to have been allocated to a Registered Participant from the moment the Registered Participant has been informed of the Results and the contestation period is closed in accordance with Article 37. In the event that the Auction was not successfully performed, the fallback procedures as set forth in CHAPTER 8 shall apply.

#### *Article 36*

##### **Notification of provisional Auction results**

1. The Allocation Platform shall publish on its website the provisional Auction results as soon as possible but not later than specified in the final Auction Specification.
2. The publication of the provisional Auction results shall comprise at least the following data:
  - (a) total requested Long Term Transmission Rights in MW;
  - (b) total allocated Long Term Transmission Rights in MW;
  - (c) Marginal Price in Euros/MW per hour;
  - (d) number of Registered Participants participating in the Auction;

- (e) list of names and number of Registered Participants who placed at least one winning Bid in the Auction;
  - (f) list of registered Bids without identification of the Registered Participants (bid curve); and
  - (g) Congestion Income.
3. No later than thirty (30) minutes after the publication of the provisional Auction results the Allocation Platform shall make available via the Auction Tool to each Registered Participant who submitted a Bid to a specific Auction at least the following data:
- (a) allocated Long Term Transmission Rights for each hour of the Product Period in MW;
  - (b) Marginal Price in Euros/MW per hour; and
  - (c) due amount for allocated Long Term Transmission Rights in Euro, rounded to two decimal places; and
  - (d) due amount for one monthly instalment for allocated Long Term Transmission Rights in Euro, rounded to two decimal places, in the event that the Product Period is longer than one month.
4. In the event that the Auction Tool is unavailable, the Allocation Platform shall inform the Registered Participants of the provisional Auction Results in accordance with CHAPTER 8.

*Article 37*

**Contestation of Auction Results**

1. Registered Participants shall check the Auction results and, where reasonably appropriate, may contest Auction results within the contestation period set out in paragraph 2 of this Article. The Allocation Platform shall only consider a contestation where the Registered Participant is able to demonstrate an error by the Allocation Platform in the Auction results.
2. The Registered Participant may contest the Auction results within the deadline set out in the relevant Auction Specification but no later than two (2) Working Days after the provisional Auction results have been notified to the Registered Participant.
3. The contestation shall be notified to the Allocation Platform and headed as “contestation”.
4. Any contestation shall contain the following:
  - (a) Date of contestation;
  - (b) identification of contested Auction;
  - (c) identification of the Registered Participant;
  - (d) name, e-mail address and telephone number of the Registered Participant;
  - (e) detailed description of the facts and the reason for contestation; and
  - (f) evidence of erroneous Auction results.
5. The Allocation Platform shall notify its decision on the contestation to the Registered Participant no later than four (4) Working Days after the provisional Auction results have been notified to the Registered Participant.

6. At the end of the fourth (4th) Working Day after the publication of the provisional Auction Results and unless an Auction is cancelled, the provisional Auction results shall be considered as final and binding with no further notification.

## **CHAPTER 5**

### **Return of Long Term Transmission Rights**

#### *Article 38*

##### **General Provision**

1. Long Term Transmission Right holder(s) may return some or all of their Long Term Transmission Rights to the Allocation Platform for reallocation at any subsequent long term Auction once the final Auction results are published.
2. Returned Long Term Transmission Rights shall be a constant band of whole MW(s) over the specific timeframe of the subsequent Auction. The Auction at which the Long Term Transmission Rights were allocated and the subsequent Auction to which the Long Term Transmission Rights are to be returned shall be for the same form of products.
3. The minimum volume for a returned Long Term Transmission Right shall be one (1) MW over the specific timeframe of the subsequent Auction.
4. The Allocation Platform shall make the volumes of returned Long Term Transmission Rights available at the subsequent long term Auction, increasing the Offered Capacity announced in the provisional Auction Specification accordingly and equally for each hour of the Product Period. The same applies for where the Offered Capacity announced in the provisional Auction Specification for the subsequent long term Auction contains a Reduction Period.
5. If the returned Long Term Transmission Rights are rounded down in accordance with the process described in Article 35(7), the Allocation Platform shall remunerate the Market Participant for the full amount of the returned Long Term Transmission Rights in accordance with Article 40.

#### *Article 39*

##### **Process of the return**

1. Long Term Transmission Right holder(s) wishing to return their Long Term Transmission Rights shall send a notification, directly via the Auction Tool to the Allocation Platform in line with the corresponding Information System Rules no later than the deadline specified in the provisional Auction Specification for the subsequent Auction to which the Long Term Transmission Right is to be returned. For the avoidance of doubt the sending of a notification indirectly through a third party will not be accepted.
2. A valid notification of the return pursuant to paragraph 1 of this Article shall contain the following information:
  - (a) EIC code of the Long Term Transmission Right holder;
  - (b) identity of the subsequent Auction to which the Long Term Transmission Right is returned; and
  - (c) the volume of the Long Term Transmission Rights for return.
3. In order to be able to return Long Term Transmission Rights the Registered Participant shall:
  - (d) have a valid and effective Long Term Participation Agreement with the Allocation Platform;

- (e) hold the relevant Long Term Transmission Rights at the time of the notification of the return;
  - (f) send the notification before the deadline pursuant to paragraph 1 of this Article; and
  - (g) fulfil or secure its financial obligations pursuant to these Long Term Allocation Rules.
4. If the requirements set forth in paragraph 3 of this Article are fulfilled, the Allocation Platform shall send without undue delay a notification to the Registered Participant via the Auction Tool containing:
- (a) a message confirming the acceptance of the return subject to paragraph 7 of this Article; or
  - (b) a message rejecting the return including the reasons for rejection subject to paragraph 7.
5. If the return is accepted, the Allocation Platform shall decrease the total volume of the Long Term Transmission Rights held by the respective Long Term Transmission Right holder by the amount returned.
6. Long Term Transmission Right holder(s) wishing to modify their return as notified in accordance with paragraphs 1 and 2 of this Article, shall send a notification via the Auction Tool with the adjusted volume of the Long Term Transmission Rights to be returned before the deadline for return of Long Term Transmission Rights pursuant to paragraph 1 expires. Where the volume of the Long Term Transmission Rights to be returned is adjusted to zero (0) MW, the related return shall be deemed as cancelled.
7. If the Allocation Platform is unable to register a return as set forth in this Chapter, the Allocation Platform may apply a fallback procedure for data exchange pursuant to Article 53. If no fallback procedure for return is technically possible, no financial compensation may be claimed by the Registered Participants.

#### *Article 40*

#### **Remuneration of Long Term Transmission Right holders**

1. Registered Participants who returned Long Term Transmission Right are entitled to receive a remuneration equal to the value of the returned Long Term Transmission Rights set during the relevant subsequent Auction(s) calculated for each hour as follows:
- (a) the Marginal Price of the Auction at which the returned Long Term Transmission Right was reallocated in Euros/MW per hour multiplied by
  - (b) the amount of MW which was reallocated.
2. On return the Registered Participant ceases to be holder of Long Term Transmission Right for the returned amount of Long Term Transmission Right. This means that all rights and obligations of the Registered Participant connected to the returned amount of Long Term Transmission Right will cease except those connected to its payments obligations pursuant to CHAPTER 10 and the remuneration set forth in this CHAPTER 5. All rights and obligations of the Registered Participant related to the not returned proportion of Long Term Transmission Right will remain unaffected.

## **CHAPTER 6**

### **Transfer of Long Term Transmission Rights**

#### *Article 41*

##### **General provisions**

1. Long Term Transmission Right holder(s) may transfer some or all of their Long Term Transmission Rights to another Registered Participant once the Auction results in respect of those rights are final. Regardless of how the transfer was concluded, it shall be notified to the Allocation Platform following the process pursuant to Article 42 and via the Auction Tool according to a format specified on the Allocation Platform's website.
2. The minimum volume of Long Term Transmission Rights that may be transferred shall be one (1) MW over one (1) hour.

#### *Article 42*

##### **Process of the transfer**

1. The transferor shall send a notification, directly (for the avoidance of doubt the sending of a notification indirectly through a third party will not be accepted) of the transfer to the Allocation Platform via the Auction Tool with the following information:
  - (a) the EIC codes of the transferor and transferee;
  - (b) the time period of the transfer including the start and end dates and hours; and
  - (c) the volume (MW) of the transferred Long Term Transmission Right in whole MW(s) defined per hour.
2. The notification of the transfer shall be delivered to the Allocation Platform no later than at 12:00 p.m. on the second (2<sup>nd</sup>) day preceding the day of delivery.
3. In order to be able to transfer the Long Term Transmission Rights the following requirements shall be fulfilled:
  - (a) the transferor and transferee have a valid and effective Long Term Participation Agreement with the Allocation Platform at least for transfer of Long Term Transmission Rights; the transferor holds the concerned Long Term Transmission Rights at the time of the notification of the transfer;
  - (b) the transferor has fulfilled or secured its financial obligations pursuant to these Long Term Allocation Rules regardless whether the transferor transfers all or only part of its Long Term Transmission Rights and even in the case of multiple transfers among several Registered Participants; and
  - (c) the transferor has delivered the notification of the transfer before the deadline pursuant to paragraph 2 of this Article.
4. The Allocation Platform shall issue without undue delay an acknowledgement of receipt of the notification to the transferor. Where the notification fulfils the requirements pursuant to paragraph 3 of this Article the Allocation Platform shall inform the transferee about the notification of the transfer.

5. In the event that the acknowledgement is not sent by the Allocation Platform, the concerned notification shall be deemed not to have been submitted.
6. The notification of transfer shall be confirmed by the transferee within four (4) hours upon receiving the transfer information from the Allocation Platform and no later than at 12:00 p.m. the second (2<sup>nd</sup>) day preceding the day of delivery
7. In the event that the transferee does not confirm the transfer by the deadline pursuant to paragraph 6, the Allocation Platform shall automatically cancel the process of the transfer notification.
8. The Allocation Platform shall then issue without undue delay to the transferor and the transferee a second acknowledgement via the Auction Tool stating either:
  - (a) that the transfer notification has been accepted and is effective; or
  - (b) that the transfer notification has been rejected including the reason(s).
9. If for any technical reason the acknowledgement is not sent by the Allocation Platform, the concerned transfer is deemed not to have been submitted.
10. The Transferor shall not be entitled to withdraw the transfer notification once the transferee has accepted it. The transferee may initiate another transfer to transfer the Long Term Transmission Rights further.
11. In the event of Auction Tool failure, a fallback procedure pursuant to CHAPTER 8 shall apply. If the process of the transfer notification cannot be completed in accordance with this Article due to an IT system and/or fallback procedure failure, Registered Participants shall not be entitled to claim any financial compensation from the Allocation Platform.

*Article 43*

**Legal consequences of the transfer**

All rights and obligations resulting from these Long Term Allocation Rules, with exception of the payment obligation of the original Long Term Transmission Right holder regarding the allocation of Long Term Transmission Right pursuant to Article 62(1), shall be transferred together with the Long Term Transmission Right.

*Article 44*

**Notice board**

1. The notice board shall facilitate only the exchange of information between the Registered Participants regarding their interest in buying and/or selling Long Term Transmission Rights. No agreements may be concluded via this notice board. Use of the notice board is free of charge.
2. Any notices published via the notice board by the Registered Participants shall not be considered as an evidence for a valid and effective contract for the transfer of Long Term Transmission Rights.
3. The Allocation Platform shall not be held liable for the accuracy and completeness of the information published by a Registered Participant on the notice board.
4. The Allocation Platform may delete from the notice board any information it considers not relevant for the purpose of the notice board. In case of such a deletion, the Allocation Platform shall provide the reasons for the deletion to the respective Registered Participant.



## **CHAPTER 7**

### **Use and remuneration of Long Term Transmission Rights**

#### *Article 45*

##### **General principles**

1. Physical Transmission Rights shall be subject to the Use it or Sell it principle.
2. The holder of allocated Physical Transmission Rights may nominate the Physical Transmission Rights for its physical use in accordance with Article 46.
3. In case the Registered Participant does not nominate its Physical Transmission Rights, the Allocation Platform shall make the underlying Cross Zonal Capacity of the non-nominated Physical Transmission Rights available for the relevant daily allocation. The Physical Transmission Right holders who do not nominate their Physical Transmission Rights for physical use of their rights shall be entitled to receive remuneration in accordance with Article 48.
4. In case the Long Term Transmission Rights holder reserves its Long term Transmission Rights for the balancing services, such Cross Zonal Capacity shall be excluded from the application of the remuneration processes as detailed in Chapter 7. The process of notification of such reservation shall be subject to the relevant rules entered into force in accordance with the applicable national regulatory regime and published by the responsible Allocation Platform.

#### *Article 46*

##### **Nomination of Physical Transmission Rights**

1. Persons eligible to nominate Physical Transmission Rights shall fulfil the requirement described in applicable Nomination Rules. Eligible persons may be the following:
  - (a) the Physical Transmission Rights' holder; or
  - (b) the person notified by the Physical Transmission Rights' holder during the Nomination process to the respective TSOs in line with the relevant Nomination Rules; or
  - (c) the person authorised by the Physical Transmission Rights' holder to nominate in line with the relevant Nomination Rules and notified to the Allocation Platform.
2. The Allocation Platform shall provide on its website an overview of the options listed in paragraph 1 of this Article which are applicable.
3. For the process of the notification of the eligible persons to the Allocation Platform in accordance with paragraph 1(c) of this Article the following criteria should be met:
  - (a) the eligible person shall have an EIC Code in order to allow its identification in the Rights Document; and
  - (b) the Physical Transmission Rights' holder shall notify the eligible person to the Allocation Platform via the Auction Tool in accordance with the Information System Rules and at the latest one (1) hour before the sending of the Rights Document for a specific day.
4. The Allocation Platform shall not take into account notifications of eligible persons which do not meet the criteria in accordance with paragraph 3 of this Article when sending the Rights Document in respect of a day of delivery of electricity.

5. The Nomination shall be done in compliance with the Rights Document.
6. The Allocation Platform shall publish a list with the relevant Nomination Rules on its website.
7. The long term nomination deadlines are set forth in the relevant Nomination Rules. The Allocation Platform shall publish information on its website on the long term nomination deadlines on . In case of any discrepancy between the deadlines published by the Allocation Platform and those of the valid and legally binding relevant Nomination Rules, the latter shall prevail and the Allocation Platform shall not be held liable for any damages due to such a discrepancy.

*Article 47*

**Rights Document**

1. The Rights Document shall contain the information about the volume in MW that eligible persons are entitled to nominate on and directions and for hourly periods in case of Physical Transmission Rights.
2. The Allocation Platform shall send the Rights Document daily and no later than at 16:15 on the second (2nd) day preceding the delivery day via the Auction Tool to the Registered Participant in accordance with Article 46(1).

*Article 48*

**Remuneration of Long Term Transmission Rights holders for non-nominated Physical Transmission Rights**

1. The Allocation Platform shall remunerate the Long Term Transmission Rights holder for the Long Term Transmission Rights which are reallocated at the daily allocation. The Allocation Platform shall remunerate the Long Term Transmission Rights holder for each MW which was non-nominated for the relevant hourly period. The remuneration shall be calculated as the difference between the volumes stated in the Rights Document and the final volumes nominated and accepted by the relevant TSO, multiplied by the Marginal Price of the daily Auction at which that Physical Transmission Right was reallocated, for the concerned hourly period.
2. The Allocation Platform shall compensate the Long Term Transmission Rights holder for non-nominated Physical Transmission Rights which are not reallocated at the relevant daily allocation in accordance with CHAPTER 9 in case of the triggering event listed in Article 56.
3. The Allocation Platform shall compensate the Long Term Transmission Rights holder in accordance with Article 59(1) non-nominated Physical Transmission Rights which are not reallocated at the relevant daily allocation for other reasons than these mentioned in paragraph 2 of this Article.

*Article 48A*

**Cancellation of a Long Term Nomination Gate**

The Allocation Platform shall inform the Registered Participants as soon as practicable of cancellation of a Long Term Nomination Gate. Physical Transmission Rights will be considered as non-nominated by the Allocation Platform, and the holder shall therefore be entitled to receive remuneration in accordance with Article 48. For the avoidance of doubt the remuneration described in this Article 48A shall be included in the calculation of the monthly compensation cap pursuant to Article 59(2).

*Article 48B*

**Deemed Metered Volumes**

When a Registered Participant submits a valid Mid-Interconnector Nomination, then the Nomination Platform will ensure that a corresponding Deemed Metered Volume, adjusted for losses on the relevant interconnector and for any reductions in Mid Channel Nominations as a result of curtailment, is allocated to the relevant Registered Participant using the Deemed Metered Volume Rules set out in Annex 2: “Deemed Metered Volumes Allocation” of the Day Ahead and Intraday Allocation Rules.

## **CHAPTER 8**

### **Fallback Procedures**

#### *Article 49*

##### **General provisions**

1. The Allocation Platform shall, to the extent reasonably practicable, organize a fallback procedure in the following cases of failure of a standard process:
  - (a) if it is technically not possible to hold an Auction following the process set forth in CHAPTER 4;
  - (b) if it is technically not possible to register a return of Long Term Transmission Rights following the process as set forth in CHAPTER 5;
  - (c) if it is technically not possible to register a notification of transfer of Long Term Transmission Rights following the process as set forth in CHAPTER 6; and
  - (d) if it is technically not possible to register a notification of an eligible person in following the process as set forth in CHAPTER 7.
2. The Allocation Platform may use one or all of the following fallback procedures:
  - (a) introduction of a fallback procedure for data exchange according to Article 50;
  - (b) postponement of the Auction to a later date/time;
  - (c) another ad hoc fallback procedure if considered appropriate by the Allocation Platform to overcome any technical obstacles.
3. The Allocation Platform shall, to the extent practicable and without undue delay, inform Registered Participants of possible deviations from the standard processes and the application of a fallback procedure via email and the Allocation Platform's website and using the Auction Tool.
4. Registered Participants shall immediately inform the Allocation Platform of any observed problems with the use of the Auction Tool and all potential consequences via e-mail. In case of an urgent problem, which shall be solved immediately and which is identified during Working Hours, the Registered Participant shall immediately contact the Allocation Platform by phone at the telephone number indicated on the website of the Allocation Platform for this type of problems.

#### *Article 50*

##### **Fallback procedure for data exchange**

1. In case of a failure at the site of the Allocation Platform of the standard processes for data exchange via the Auction Tool as described in these Long Term Allocation Rules, the Allocation Platform may inform Registered Participants that a fallback procedure for data exchange may be used as follows:
  - (a) by the applicable deadlines unless otherwise announced by the Allocation Platform the Registered Participant shall request via email the Allocation Platform to enter the relevant data into the Auction Tool by using this fallback procedure for data exchange;

- (b) with the request the Registered Participant shall provide to the Allocation Platform in the format specified in the Information System Rules the relevant data to be entered in the Auction Tool;
  - (c) the Allocation Platform shall enter the submitted data into the Auction Tool;
  - (d) the Allocation Platform may set in Information System Rules an identification process for the Registered Participant at the moment when the Registered Participant submits the relevant operational or commercial data and requests the Allocation Platform to enter this data into the Auction Tool on its behalf by means of the fallback procedure. If the Registered Participant or the person authorized by the Registered Participant for this purpose does not clearly identify itself, the Allocation Platform shall be entitled not to perform the data entry;
  - (e) the Registered Participant shall provide the Allocation Platform with a telephone number, which can be used in case of a necessary communication;
  - (f) once the Allocation Platform has entered the provided data into the Auction Tool on behalf of the Registered Participant, the Allocation Platform shall inform, without undue delay, the Registered Participant by telephone and/or via e-mail of the entry; and
  - (g) the Allocation Platform shall under no circumstances be held responsible if it fails to reach the Registered Participant through the means of communication above.
2. In case of application of the fallback procedure for data exchange , all necessary information which is made available via the Auction Tool during the standard processes may be distributed to the Registered Participants via email by the Allocation Platform or where appropriate published on the website of the Allocation Platform.

*Article 51*

**Fallback procedures for Auction**

1. The postponement of the Auction shall be the default fallback procedure for Auctions before the Bidding Period has opened. The Allocation Platform may postpone an Auction by notifying Registered Participants of the revised date and/or time of the new Auction.
2. After the Bidding Period has opened, the Allocation Platform shall:
  - (a) where reasonably practicable postpone the end of the Bidding Period by notifying Registered Participants about the revised deadlines in the Auction Specification; or
  - (b) cancel the initial Auction according to Article 52 and organise a new Auction for the same Product Period.
3. If the fallback procedure described in paragraph 1 and 2 of this Article cannot be implemented for the same Product Period, the respective Cross Zonal Capacities shall be offered in subsequent Capacity Allocation process.
4. The Allocation Platform shall inform all Registered Participants, without undue delay, of the postponement by notification published in the Auction Tool and/or on the webpage of the Allocation Platform and/or by e-mail.

*Article 52*

**Auction cancellation**

1. In case the Allocation Platform cancels an Auction, all Bids already submitted, all returns already accepted and any results of the respective Auction shall be deemed null and void.
2. The Allocation Platform shall inform all Registered Participants without undue delay, of the Auction cancellation by notification published in the Auction Tool or on webpage of Allocation Platform and by e-mail.
3. An Auction cancellation may be announced in the following cases:
  - (a) before the end of the contestation period in case the Allocation Platform faces technical obstacles during the Auction process like a failure of standard processes and fallback procedures in the event of erroneous results due to incorrect Marginal Price calculation or in the event of incorrect allocation of Long Term Transmission Rights to Registered Participants or similar reasons; and
  - (b) after the end of the contestation period, in the event of erroneous results due to incorrect Marginal Price calculation or incorrect allocation of Long Term Transmission Rights to Registered Participants or similar reasons.
4. In case of Auction cancellation before the contestation period elapses, no compensation shall be paid to the Registered Participants.
5. The Allocation Platform shall publish on its website, without undue delay, the reasons for the Auction cancellation.

*Article 53*

**Fallback procedure for return of Long Term Transmission Rights**

1. In case of failure in the standard process for the registration of the return of Long Term Transmission Rights via the Auction Tool as set forth in CHAPTER 5, the Allocation Platform may apply the fallback procedure for data exchange in accordance with Article 50.
2. The Allocation Platform shall publish information about the possibility to use the fallback procedure for data exchange in due time before the expiration of the deadline for Long Term Transmission Rights return.
3. In case the fallback procedure for data exchange cannot be executed as necessary to enable the registration of the return of Long Term Transmission Rights, all requests for Long Term Transmission Rights return already submitted that cannot be registered in the Auction Tool shall be automatically cancelled.

*Article 54*

**Fallback procedure for transfer of Long Term Transmission Rights**

1. In case of failure in the standard process for the registration of the transfer of Long Term Transmission Rights organised via the Auction Tool as set forth in CHAPTER 6 the Allocation Platform may apply the fallback procedure for data exchange in accordance with Article 50.
2. The Allocation Platform shall publish information about the possibility to use the fallback procedure for data exchange in due time before the expiration of the deadline for Long Term Transmission Rights transfer.

3. In case the fallback procedure for data exchange cannot be executed as necessary to enable the registration of the transfer of Long Term Transmission Rights, all requests for Long Term Transmission Rights transfer already submitted and not confirmed by transferee shall be automatically cancelled.

*Article 55*

**Fallback procedure for eligible person notification**

1. In case of failure in the standard process of eligible person notification to the Allocation Platform via the Auction Tool as set forth in CHAPTER 6, the Allocation Platform may apply the fallback procedure for data exchange in accordance with Article 50.
2. The Allocation Platform shall publish information about the possibility to use the fallback procedure for data exchange in due time before the expiration of the deadline for eligible person notification.
3. In case the fallback procedure for data exchange cannot be executed as necessary to enable the registration of the eligible person, the eligible person shall be deemed notified as set forth in Information System Rules.

## CHAPTER 9 Curtailement

### *Article 56*

#### **Triggering events and consequences of curtailement on Long Term Transmission Rights**

1. Long Term Transmission Rights irrespectively of the Product Period may be curtailed in the event of Force Majeure, or to ensure operation remains within Operational Security Limits before the Firmness Deadline specified in Article 58. For the avoidance of doubt a Capacity Shortage shall be automatically deemed by the Allocation Platform as requiring a curtailement to ensure operation remains within the applicable operational security limits to the extent it occurs before the Firmness Deadline.
2. Curtailement may be applied on allocated Long Term Transmission Rights including, where the case may be, on nominated Physical Transmission Rights.
3. Long Term Transmission Rights may be curtailed after the Firmness Deadline in the case of Force Majeure or emergency situation according to Applicable Law. For the avoidance of doubt, Long Term Transmission Rights when curtailed after the Firmness Deadlines shall be curtailed in the same way as day-ahead and intraday capacity.
4. Long Term MCNs may be curtailed ex-post after Long Term Nomination Gate Closure whether before or after the Firmness Deadline in accordance with these Long Term Allocation Rules.
5. Each Registered Participant affected by curtailement shall lose its right to transfer, return or nominate for physical use the concerned Physical Transmission Rights or to receive remuneration based on the Use-It-Or-Sell-It principle.
6. This Chapter 9 should be read in conjunction with Chapter 10 (Curtailement) of the Day Ahead Allocation Rules published on the websites of NGIC and RTE which cover the curtailement of Daily interconnector Capacity and Daily and Intraday MCNs.

### *Article 56A*

#### **Capacity Shortage**

1. A Capacity Shortage occurs on the relevant interconnector for any minute in a direction if:

$$IC_{dir} < \sum Capa_{dir}^{GNC} + \sum MCN_{dir}^{GC} - \sum MCN_{opp}^{GC}$$

Where:

- a.  $IC_{dir}$  is the value of the interconnector Capability at that time in that direction; and
- b.  $\sum Capa_{dir}^{GNC}$  is the sum of the interconnector Capacity rights across all Registered Participants in that direction, including Daily and Intraday rights allocated under the Daily and Intraday Allocation Rules, for any Timescale for which Nomination Gate Closure has not yet occurred, (before curtailement of these rights in respect of the relevant Capacity Shortage); and
- c.  $\sum MCN_{dir}^{GC}$  is the sum of the MCN values across all Registered Participants in that direction for all Timescales for which Nomination Gate Closure has occurred, (before curtailement of that MCN in respect of the relevant Capacity Shortage in accordance



with these Long Term Allocation Rules or the Daily and Intraday Allocation Rules);  
and

- d.  $\sum MCN^{GC}_{opp}$  is the sum of the MCN values across all Registered Participants in the opposite direction for all Timescales, for which Nomination Gate Closure has occurred, (before curtailment of that MCN in respect of the relevant Capacity Shortage in accordance with these Long Term Allocation Rules or the Daily and Intraday Allocation Rules),

And the “Curtailment Quantity” is the positive number equal to the difference between  $IC_{dir}$  in such direction and  $(\sum Capa^{GNC}_{dir} + \sum MCN^{GC}_{dir} - \sum MCN^{GC}_{opp})$

#### *Article 57*

##### **Process and notification of curtailment**

1. In all cases curtailment shall be carried out by the Allocation Platform based on a request by one or more TSO(s) where Long Term Transmission Rights have been allocated.
2. The Allocation Platform shall notify the affected holders of Long Term Transmission Rights as soon as possible of a curtailment of Long Term Transmission Rights including the triggering event via email and on the webpage of the Allocation Platform. The notification shall identify the affected Long Term Transmission Rights, the affected volume in MW per hour for each concerned period, the triggering events for curtailment as described in Article 56 and the amount of Long Term Transmission Rights that remain after the curtailment.
3. The Allocation Platform shall publish the triggering events for curtailment in accordance with Article 56 including their estimated duration on its website as soon as possible.
4. Compensation rules according to Article 59 to Article 60 and where applicable Article 61 and Article 61A also apply if offered day-ahead Cross Zonal Capacities are lower than the amount of non-nominated Long Term Transmission Rights.
5. For each affected Registered Participant, remaining Long Term Transmission Rights which have not been curtailed shall be rounded down to the nearest MW. The same rounding applies for the curtailment of both nominated and non-nominated Physical Transmission Rights.
6. In cases of curtailment, any transfer of Long Term Transmission Rights to be curtailed, which is not yet accepted by the transferee, shall be automatically cancelled and the transferor shall remain the holder of the Long Term Transmission Rights. If the transfer has already been notified to the Allocation Platform and accepted by the transferee, the compensation or reimbursement for curtailed Long Term Transmission Rights shall be paid to the transferee.
7. The Allocation Platform shall cancel all notifications for return of Long Term Transmission Rights that have been accepted for a subsequent long term Auction for which curtailment is necessary and for which the final Auction Specifications have not yet been published. By this cancellation, the Long Term Transmission Rights are given back to the Long Term Transmission Right holders that have requested the return. If the final Auction Specification has already been published the return shall not be cancelled and the compensation or reimbursement for curtailed Long Term Transmission Rights shall be paid to the holder who returned the Long Term Transmission Rights.

*Article 58 Firmness Deadline*

The Allocation Platform shall take into account for the calculation of compensation for curtailed Long Term Transmission Rights the following Firmness Deadline of : 11:00 a.m. on the first (1st) day preceding the delivery day, unless otherwise specified by the Allocation Platform on its website.

*Article 58A*

**Curtailement of Long Term Transmission Rights to ensure operation remains within Operational Security Limits before the Firmness Deadline**

1. In order to ensure operation remains within applicable Operational Security Limits in any Settlement Period, the Long Term Transmission Rights of all Registered Participants in that Settlement Period in the required direction may be curtailed by the Allocation Platform in accordance with these Long Term Allocation Rules.
2. Further to paragraph 1, the Long Term Transmission Rights, in respect of which Long Term Nomination gate has not closed at the time of the curtailment incident being recorded on the Auction Tool, in that Settlement Period and in that direction, shall be curtailed pro rata for all Registered Participants. Each relevant Registered Participant shall lose its entitlement to use such curtailed Long Term Transmission Rights.
3. In the event of a need of curtailment in order to ensure operation remains within Operational Security Limits between Long Term Nomination Gate Closure and the Firmness Deadline, Long Term Transmission Rights shall be curtailed on a pro rata basis between nominated and non-nominated rights and on a pro rata basis for all Registered Participants.
4. In the event of a need of curtailment in order to ensure operation remains within Operational Security Limits between Rights Documents publication and Long Term Nomination Gate-Closure, the curtailment process, in that Settlement Period and in that direction, is deferred until such Long Term Nomination Gate-Closure, following which the curtailment provisions described in Article 60B.

*Article 59*

**Compensation for curtailments to ensure operation remains within Operational Security Limits before the Firmness Deadline**

1. In cases of curtailment to ensure operation remains within Operational Security Limits before the Firmness Deadline the compensation for each affected hour and Registered Participant shall be calculated. Holders of curtailed Long Term Transmission Rights shall therefore be entitled to receive reimbursement per hour equal to

EITHER

[Reimbursement of the Marginal Price of the initial auction.]

OR

[For any hour where capacity is curtailed, holders of Long Term Transmission Rights will be compensated at the Day Ahead Market Spread for that hour.

For the purposes of the above, the Day Ahead Market Spread = the difference between the French power price as published by ENTSOe and the weighted average GB power price based on published prices from [X] and [Y]. Transmission losses to be applied to the spread according to the formula set out below. The GB price to be converted to EUR at the exchange rate published by the Financial Times on the day ahead of delivery

The GB weighted average price will be calculated utilizing the following formula:

VWA = sum of (price x volume) for each exchange 1 to n / sum of volumes for each exchange 1 to n (number of GB power exchanges publishing day ahead prices)

$$Volume\ Weighted\ Average\ (VWA)(\text{€}/MWh) = \frac{\sum_{i=1}^n (V_{PXi} \times P_{PXi})}{\sum_{i=1}^n (V_{PXi})}$$

Where

$V_{PXi}$  = Volume traded on power exchange  $i$  (MW)

$P_{PXi}$  = Day ahead price on power exchange  $i$  (€/MWh)

$n$  = number of GB power exchanges publishing day ahead prices

(All GB Market)

This VWA would then be subtracted from the FR Day ahead price to give the Day Ahead Market Spread.<sup>1]</sup>

2. A cap shall be applied to the compensations calculated by the interconnector according to this Article. The cap shall be determined as the total amount of Congestion Income collected by the interconnector in the relevant month, deducting all remunerations paid according to Article 40 and Article 48 and compensations paid according to Articles 60 and where applicable Article 61 for the considered month. The total amount of Congestion Income in one month is defined as the sum of a twelfth of the revenues raised at yearly Auction and the revenues

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<sup>1</sup> There are two proposed options for compensation for curtailments to ensure operation remains within Operational Security Limits before the Firmness Deadline, (i) initial price paid and (ii) weighted average day ahead market spread. We would welcome comments from Market Participants on these two options for curtailment compensation.

generated by the monthly Auction and congestion income from other timeframes which occurred during this month.

3. If, before application of the relevant cap described in paragraph 2 of this Article, the total calculated compensations of curtailed Long Term Transmission Rights exceed the relevant cap, the compensations of curtailed Long Term Transmission Rights shall be reduced on a pro rata basis. This will be based on the proportion of uncapped compensation of allocated Long Term Transmission Rights due to each Registered Participant in the relevant period (calendar month or calendar year). The compensations due to each Registered Participant will be calculated as follows:

[[Uncapped compensations of curtailed Long Term Transmission Rights due to Registered Participant]/(Total uncapped compensations of curtailed Long Term Transmission Rights due to all Registered Participants)] x (Relevant Cap as described in paragraph 2 of this Article)]

#### *Article 60*

##### **Reimbursement for curtailments due to Force Majeure before the Firmness Deadline**

1. In the case of Force Majeure before the Firmness Deadline, holders of curtailed Long Term Transmission Rights shall be entitled to receive a reimbursement equal to the price of the Long Term Transmission Rights set during the Long Term Transmission Rights Allocation Process, which for each affected hour and Registered Participant shall be calculated as:
  - (a) the Marginal Price of the initial auction; or
  - (b) in case the Marginal Price of the initial Auction cannot be identified, the weighted average of Marginal Prices of all the Auctions for which the Registered Participant holds Long Term Transmission Rights where the weight is given by Long Term Transmission Rights which the Registered Participant holds before the curtailment; multiplied by
  - (c) the volume in MW per hour corresponding to the difference between the Long Term Transmission Rights held by the Registered Participant before and after the curtailment.

#### *Article 60A*

##### **Curtailment of non-nominated and nominated Physical Transmission Rights due to an emergency situation after the Firmness Deadline**

1. If curtailment is required due to an emergency situation, the non-nominated and nominated Physical Transmission Rights, in that Settlement Period and in that direction, for which Nomination Gate Closure has occurred, are curtailed on a pro-rata basis for all Registered Participants.
2. The non-nominated and nominated Physical Transmission Rights shall be curtailed in the following order:

- i. Intraday nominated Physical Transmission Rights (where Intraday Nomination Gate Closure has occurred) for all Registered Participants on a pro rata basis in accordance with the Daily and Intraday Allocation Rules;
  - ii. Daily nominated Physical Transmission Rights (where Explicit Daily Auctions have been invoked and Daily Nomination Gate Closure has occurred) for all Registered Participants on a pro rata basis in accordance with the Daily and Intraday Allocation Rules;
  - iii. and finally the following products on a pro-rata basis:
    - Long Term non-nominated Physical Transmission Rights (where Long Term Nomination Gate Closure has occurred) for all Registered Participants on a pro rata basis in accordance with these Long Term Allocation Rules; and
    - Long Term nominated Physical Transmission Rights (where Long Term Nomination Gate Closure has occurred) for all Registered Participants on a pro rata basis in accordance with these Long Term Allocation Rules.
3. Should an Explicit Daily Auction be cancelled, leading to the curtailment of all non-nominated Physical Transmission Rights, the Registered Participant will be compensated by the Allocation Platform for the corresponding curtailed Physical Transmission Rights in accordance with Article 61A.

*Article 60B*

**Curtailment due to Force Majeure**

In the event of curtailment of Long Term Transmission Rights under Force Majeure circumstances, the rights will be curtailed in the order defined under Article 60A for curtailment after the Firmness Deadline and curtailed in the order defined in Article 59 for curtailment before the Firmness Deadline.

*Article 61*

**Reimbursement or compensation for curtailments due to Force Majeure after the Firmness Deadline**

EITHER

[In the event of Force Majeure after the Firmness Deadline, holders of curtailed Long Term Transmission Rights shall be entitled to receive reimbursement of the Marginal Price of the initial auction.]

OR

[For any hour where capacity is curtailed, holders of Long Term Transmission Rights will be compensated at the Day Ahead Market Spread for that hour, subject to the provisions set out in paragraph 2 of Article 59.

For the purposes of the above, the Day Ahead Market Spread = the difference between the French power price as published by ENTSOe and the weighted average GB power price based on published prices from [X] and [Y]. Transmission losses to be applied to the spread according to the formula set out below. The GB price to be converted to EUR at the exchange rate published by the Financial Times on the day ahead of delivery

The GB weighted average price will be calculated utilizing the following formula:

VWA = sum of (price x volume) for each exchange 1 to n / sum of volumes for each exchange 1 to n  
(number of GB power exchanges publishing day ahead prices)

$$\text{Volume Weighted Average (VWA)} (\text{€}/\text{MWh}) = \frac{\sum_{i=1}^n (V_{PXi} \times P_{PXi})}{\sum_{i=1}^n (V_{PXi})}$$

Where

$V_{PXi}$  = Volume traded on power exchange  $i$  (MW)

$P_{PXi}$  = Day ahead price on power exchange  $i$  (€/MWh)

$n$  = number of GB power exchanges publishing day ahead prices

(All GB Market)

This VWA would then be subtracted from the FR Day ahead price to give the Day Ahead Market Spread.]<sup>2</sup>

#### *Article 61A*

#### **Reimbursement or compensation for curtailments due to an emergency situation after the Firmness Deadline**

EITHER

[Holders of curtailed Long Term nominated and non-nominated Physical Transmission Rights under Article 60A shall be entitled to receive reimbursement for the corresponding curtailed units, based on the number of curtailed units multiplied by the Marginal Price of the initial auction.]

OR

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<sup>2</sup> There are two proposed options for compensations for curtailments due to Force Majeure, (i) initial price paid and (ii) weighted average day ahead market spread. We would welcome comments from Market Participants on these two options for curtailment compensation.

[For any hour where capacity is curtailed, holders of Long Term Transmission Rights will be compensated at the Day Ahead Market Spread for that hour, subject to the provisions set out in paragraph 2 of Article 59.

For the purposes of the above, the Day Ahead Market Spread = the difference between the French power price as published by ENTSOe and the weighted average GB power price based on published prices from [X] and [Y]. Transmission losses to be applied to the spread according to the formula set out below. The GB price to be converted to EUR at the exchange rate published by the Financial Times on the day ahead of delivery

The GB weighted average price will be calculated utilizing the following formula:

VWA = sum of (price x volume) for each exchange 1 to n / sum of volumes for each exchange 1 to n  
(number of GB power exchanges publishing day ahead prices)

$$Volume\ Weighted\ Average\ (VWA)(\text{€}/MWh) = \frac{\sum_{i=1}^n (V_{PXi} \times P_{PXi})}{\sum_{i=1}^n (V_{PXi})}$$

Where

$V_{PXi}$  = Volume traded on power exchange  $i$  (MW)

$P_{PXi}$  = Day ahead price on power exchange  $i$  (€/MWh)

$n$  = number of GB power exchanges publishing day ahead prices

(All GB Market)

This VWA would then be subtracted from the FR Day ahead price to give the Day Ahead Market Spread.]<sup>3</sup>

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<sup>3</sup> There are two proposed options for compensations for curtailments due to an emergency situation, (i) initial price paid and (ii) weighted average day ahead market spread. We would welcome comments from Market Participants on these two options for curtailment compensation.

## CHAPTER 10

### Invoicing and Payment

#### *Article 62*

##### **General principles**

1. A Registered Participant shall pay the amounts due as calculated in accordance with Article 63 for all Long Term Transmission Rights allocated to him. This obligation shall be fulfilled irrespective of any return or transfer or curtailment of all or some of these Long Term Transmission Rights in accordance with these Long Term Allocation Rules.
2. The Registered Participant may upon payment use the Cross Zonal Capacity connected with the allocated Long Term Transmission Rights as described in these Long Term Allocation Rules only. Any right for physical use of the transmission system in case of a Physical Transmission Rights may be subject to separate agreements between the Registered Participant and the concerned TSOs.
3. All financial information, prices and amounts due shall be expressed in Euros (€), except if deviations are required by Applicable Law or regulations.
4. The payment shall be settled on the date upon which the given amount is credited to the account of the beneficiary. Any interest for late payment shall be considered as settled on the date when the payment was credited from the account of the payer.
5. Payments shall be done in Euros (€).
6. The Allocation Platform shall consider taxes and levies at the rate and to the extent applicable when assessing payment obligations and issuing invoices under these Long Term Allocation Rules subject to Article 64.
7. The Registered Participant shall provide the Allocation Platform with relevant information for justifying whether or not respective taxes and levies are applicable when signing the Long Term Participation Agreement as well as any changes in this respect without undue delay.

#### *Article 63*

##### **Calculation of due amounts**

1. Registered Participants shall pay for each of the Long Term Transmission Rights allocated to them an amount equal to:
  - (a) the Marginal Price (per MW per hour); multiplied by
  - (b) the sum of Long Term Transmission Rights in MW allocated in individual hours of the Product Period incorporating any Reduction Period where relevant in accordance with Article 35.
2. The amount due plus any applicable taxes and levies, duties or other charges subject to Article 64, shall be rounded to two decimal places.
3. The Allocation Platform shall calculate the due payments in monthly instalments when the Cross Zonal Capacity product has a duration of more than a month.
4. Monthly instalments shall be equal for each month and determined by dividing the amount due as set forth in paragraph 1 of this Article by the duration of the Cross Zonal Capacity



products expressed in months and rounded to two decimal places. The last instalment shall in addition include the balance due to the rounding down applied in the other monthly instalments.

5. If the first payment date of the Cross Zonal Capacity product with a duration of more than one (1) month occurs after the start of the Product Period, then the first payment shall include two (2) monthly instalments.

*Article 64*

**Tax Gross-up**

1. Each Registered Participant must make all payments to be made by it under the Long Term Allocation Rules without any tax deduction, unless a tax deduction is required by law.
2. If a tax deduction is required by law to be made by a Registered Participant, the amount of the payment due from the Registered Participant to the Allocation Platform will be increased to an amount which (after making the tax deduction) leaves an amount equal to the payment which would have been due if no tax deduction had been required.
3. Paragraph 2 of this Article does not apply with respect to any tax assessed on the Allocation Platform on any payment received in connection with the Long Term Allocation Rules under the laws of the jurisdiction in which the Allocation Platform is incorporated or, if different, the jurisdiction (or jurisdictions) in which the Allocation Platform is treated as resident for tax purposes or has or is deemed for tax purposes to have a permanent establishment or a fixed place of business to which any payment under the Long Term Allocation Rules is attributable. Paragraph 2 of this Article does not apply to value added tax as provided for under Applicable Law and/or any other applicable national legislation as amended from time to time and any other tax of a similar nature.

*Article 65*

**Invoicing and payment conditions**

1. Payments shall be settled before the start of the Product Period if the Auction timeline allows so. If the Cross Zonal Capacity product has a duration of more than one (1) month, each monthly instalment shall be settled before the start of each respective month if the Auction timeline allows so. If the settlement of an amount due for allocated Long Term Transmission Rights is not possible before the start of the Product Period then the payment will be settled at the next fixed invoice date.
2. The Allocation Platform shall issue invoices for payments for all Long Term Transmission Rights acquired on a monthly basis and no later than the tenth (10<sup>th</sup>) Working Day of each month (M).
3. The Allocation Platform will send by email (or by any other means as indicated from time to time by the Allocation Platform) to the Registered Participant an invoice and credit note stating:
  - (a) the monthly instalments payable by the Registered Participant in respect of the portion related to month M+1 of Long Term Transmission Rights, the Product Period of which is equal or greater than one month, and the allocation of which will have taken place before the third (3<sup>rd</sup>) Working Day of month M; the monthly instalments payable by the Registered Participant in respect of the portion related to month M of Long Term Transmission Rights, the Product Period of which is equal to or greater than one month, and the allocation of which will have taken place after or on the third (3<sup>rd</sup>) Working Day of month M-1;

- (b) the amount payable by the Registered Participant in respect of Long Term Transmission Rights, the Product Period of which is less than one (1) month and starts in month M-1; the monthly instalments payable by the Allocation Platform to the Registered Participant in respect of the portion related to month M+1 of Long Term Transmission Rights reallocated in Auctions, the Product Period of which is equal or greater than one month, and the allocation of which will have taken place before the 3<sup>rd</sup> Working Day of month M;
  - (c) the monthly instalments payable by the Allocation Platform to the Registered Participant in respect of the portion related to month M of Long Term Transmission Rights reallocated in Auctions, the Product Period of which is equal to or greater than one month, and the reallocation of which will have taken place after or on the third (3<sup>rd</sup>) Working Day of month M-1;
  - (d) the amount payable by the Allocation Platform in respect of the Long Term Transmission Rights returned for reallocation in Auctions in accordance with Chapter 5 (Return of Long Term Transmission Rights), the Product Period of which is less than one (1) month and starts M-1
  - (e) the amount payable by the Allocation Platform in respect of non-nominated Long Term Transmission Rights;
  - (f) where practicable, the notification of the portion related to month M-1 of the Long Term Transmission Rights subject to transfer in accordance with Chapter 6 (*Transfer of Long Term Transmission Rights*) by or to the Registered Participant;
  - (g) any amounts payable or credits due to the Registered Participant by the Allocation Platform under Chapter 9 (Curtailment);
  - (h) any taxes payable by the Registered Participant or the Allocation Platform in respect of amounts in the invoice;
  - (i) the total amounts payable by the Registered Participant to the Allocation Platform under that invoice (or receivable by the Registered Participant from the Allocation Platform under that credit note); and
  - (j) any other information required to be included in the invoice under English or French law.
4. Where an invoice issued by the Allocation Platform does not contain full background data for the derivation of invoice summary amounts, then the Registered Participant may consult the Auction Tool to obtain such background data.
5. The invoice may include other payment obligations of the Registered Participant under any set of rules applicable to Capacity Allocation (this may include, but not limited to, the Daily and Intraday Allocation Rules and the Fallback Procedures methodology).
6. Payments by the Registered Participant under this Article shall be made as follows:
- (a) based on standard procedure, the Allocation Platform shall collect the payment automatically from the dedicated Business Account of the Registered Participant on the respective due date of the invoice; or

(b) alternatively, the Registered Participant shall ensure payment through a non-automated transaction to the account of the Allocation Platform specified on the invoice by indicating the invoice reference.

The alternative procedure set out in sub-paragraph (b) may only be used upon request of the Registered Participant and with the consent of the Allocation Platform. The Registered Participant may request the Allocation Platform to use the alternative procedure by email at least two (2) Working Days before the date of issuing of the next invoice under paragraph 2 of this Article. Once the alternative procedure is agreed, it shall be deemed to be valid until otherwise agreed between the Registered Participant and the Allocation Platform

7. If the balance of the payments as set forth in paragraph 3 and 5 of this Article results in a net payment from the Registered Participant to the Allocation Platform, the Registered Participant shall settle this balance within five (5) Working Days after the date of issuance of the invoice.
8. If the balance of the payments as set forth in paragraph 3 and 5 of this Article results in a net payment from the Allocation Platform to the Registered Participant, the Allocation Platform shall pay this balance within seven (7) Working Days after the date of issuance of the invoice to the bank account as announced during the accession process in accordance with Article 9 paragraph 1(g) by the Registered Participant who is entitled to the payments at the due date.
9. Upon the collection of the payment as set forth in paragraph 8 of this Article, the Allocation Platform shall update the Credit Limit accordingly.
10. In case of an erroneous invoice resulting in an additional payment of the Allocation Platform or the Registered Participant the Allocation Platform shall correct the invoice and any due amount shall be settled as soon as they have been notified to Registered Participant.
11. Bank fees of the payer's bank shall be covered by the payer. Bank fees of the receiving bank shall be covered by the beneficiary. Bank fees of any intermediary bank, shall be covered by the Registered Participant.
12. The Registered Participant shall not be entitled to offset any amount, or withhold any debts arising in connection with obligations resulting from an Auction, against any claims towards the Allocation Platform, whether or not arising out of an Auction. Nevertheless, the right to offset and the right to withhold are not excluded in case the Registered Participant's claim against Allocation Platform is established by a legally binding judgement or is uncontested.

#### *Article 66*

#### **Payment disputes**

1. A Registered Participant may dispute the amount of an invoice, including any amounts to be credited to the Registered Participant. In this case, the Registered Participant shall notify the nature of the dispute and the amount in dispute to the Allocation Platform as soon as practicable and in any event within fifteen (15) Working Days after the date of issuance of the invoice or credit note by registered mail and email. Beyond this period, the invoice shall be deemed to have been accepted by the Registered Participant.
2. If the Registered Participant and the Allocation Platform are unable to resolve the difference within ten (10) Working days after the notification, the procedure for the dispute resolution in accordance with Article 70 shall apply.

3. A dispute shall in no way relieve the Party from the obligation to pay the amounts due as set forth in Article 65.
4. If it is agreed or determined based upon the dispute resolution procedure as set forth in Article 70 that an amount paid or received by the Registered Participant was not properly payable, the following process shall apply:
  - (a) the Allocation Platform shall refund any amount including interest to be calculated according Article 64(4) to the Registered Participant in case that the amount paid by the Registered Participant as set forth in Article 65(3) and (6) was higher or the amount paid by the Allocation Platform was lower than the due amount. The Allocation Platform shall make the payment to the bank account indicated by the Registered Participant for this reimbursement in accordance with Article 9 paragraph 1 (g).
  - (b) the Registered Participant shall pay any amount including interest to be calculated according to Article 62(4) to the Allocation Platform in case that the amount paid by the Registered Party as set forth in Article 65(3) and (6) was lower or the amount paid by the Allocation Platform was higher than the due amount. The Registered Participant shall make the payment in accordance with the procedure set forth in Article 65(8). Upon such payment the Allocation Platform shall update the Credit Limit of the Registered Participant as set forth in Article 65(10).
5. The interest paid in case of a payment in accordance with paragraph 4 of this Article shall be applied from the first (1st) day following the date on which the payment was due up to the date on which the disputed amount was refunded and it shall apply also to all taxes and levies required by law.

*Article 67*

**Late payment and payment incident**

1. In case the Registered Participant has not fully paid an invoice by the due date specified on the invoice, the Allocation Platform shall notify the Registered Participant that a payment incident will be registered if the amount including applicable interest due is not received within three (3) Working Days upon sending of the notification. In case of no payment within the deadline, the Allocation Platform shall notify the Registered Participant that the payment incident was registered.
2. Immediately after registration of the payment incident the Allocation Platform may invoke the collaterals.
3. The Allocation Platform may suspend or terminate the Long Term Participation Agreement in case of registered payment incident in accordance with Article 71 and Article 72.
4. In case of late payment or refund, the Parties shall pay interest on the amount due including taxes and levies from the first (1<sup>st</sup>) day following the date on which the payment was due until the date on which the payment is done. The interest shall be equal to the highest amount of:
  - (a) a flat rate of one hundred (100) €; or
  - (b) eight (8) percentage points per annum above the reference interest rate as officially published by the national authorities of the country in which the Allocation Platform is located and round up to the nearest half percentage point.

## CHAPTER 11

### Miscellaneous

#### *Article 68*

#### **Duration and amendment of Long Term Allocation Rules**

1. The Long Term Allocation Rules are of indefinite duration and are subject to amendment in accordance with this Article. These Long Term Allocation Rules and any amendments thereof shall be consulted upon subject to paragraph 7 of this Article, proposed by the relevant TSOs and enter into force in accordance with the applicable national regulatory regime. The Allocation Platform shall publish the amended Long Term Allocation Rules and send an amendment notice to Registered Participants.
2. Subject to paragraph 7 of this Article, an amendment shall enter into force at the date and time specified in the amendment notice but not earlier than thirty (30) calendar days after the amendment notice is sent to Registered Participants by the Allocation Platform.
3. Each amendment shall apply to all aspects of these Long Term Allocation Rules, including but not limited to all Auctions conducted after the date on which the amendment takes effect.
4. Unless expressly stated otherwise by the Allocation Platform the amended Long Term Allocation Rules shall govern all rights and obligations in connection with these Long Term Allocation Rules including those acquired before the date of amendment but with the delivery date after the amendment takes effect.
5. Any amendment of these Long Term Allocation Rules shall apply automatically to the Long Term Participation Agreement in force between the Allocation Platform and the Registered Participant, without the need for the Registered Participant to sign a new Long Term Participation Agreement but without prejudice to the Registered Participant's right to request the termination of its Long Term Participation Agreement in accordance with Article 72(1). By participating in the Auction after the Registered Participant was informed about the changes and/or adaptations of the Long Term Allocation Rules and after these changes and/or adaptations of the Long Term Allocation Rules entered into force, it is deemed that the Registered Participant has accepted the changed, i.e. the valid and effective version of the Long Term Allocation Rules.
6. The Long Term Allocation Rules shall be periodically reviewed by the Allocation Platform and/or the relevant TSOs at least every two years involving the Registered Participants. In case the relevant TSOs consider the amendment of these Long Term Allocation Rules as a result of this review, the procedure described in this Article shall apply. This biennial review is without prejudice of the competence of National Regulatory Authorities to request at any time amendments of the Long Term Allocation Rules and the annexes included thereto in accordance with the existing legislation and for the avoidance of doubt the biennial review shall be treated as satisfied to the extent that any such review is undertaken in accordance with the requirements of competent National Regulatory Authorities.
7. These Long Term Allocation Rules are subject to the legislation prevailing at the time at which they take effect. In the event that there is a change in legislation or any action by competent authorities at national level which have an effect on these Long Term Allocation Rules and/or their annexes then, notwithstanding any other provision of these Long Term Allocation Rules, the Long Term Allocation Rules shall be amended accordingly and pursuant to this Article.

*Article 69*

**Liability**

1. The Allocation Platform and the Registered Participants are solely responsible for the fulfilment of any obligation they undertake or are subject to and which arises from or is in connection with the Long Term Allocation Rules and the Long Term Participation Agreement.
2. Subject to any other provisions of these Long Term Allocation Rules the Allocation Platform shall only be liable for damages caused by:
  - (a) fraud, gross negligence or wilful misconduct;
  - (b) death or personal injury arising from its negligence or that of its employees, agents or subcontractors.
3. A Registered Participant shall indemnify and keep indemnified the Allocation Platform and its officers, employees and agents from and against any and all loss or liability (including legal costs) related to a damage that it has caused, which any of them may suffer or incur by reason of any claim by any third party on account of any and all loss (whether direct or indirect) suffered by the claimant or any of the claimant's officers, agents, subcontractors or employees in connection with these Long Term Allocation Rules.
4. The Allocation Platform and each Registered Participant acknowledges and agrees that it holds the benefit of paragraph 3 of this Article for itself and as trustee and agent for its officers, employees and agents.
5. The Registered Participant shall be solely responsible for its participation in Auctions including but not limited to the following cases:
  - (a) the timely arrival of Bids and transfer and return notifications by the Registered Participant;
  - (b) technical failure of the information system on the side of the Registered Participant preventing the communication via the channels foreseen in accordance with these Long Term Allocation Rules.
6. In case of remuneration in accordance with Article 48 or curtailment compensation due to Force Majeure or in order to ensure operation remains within Operational Security Limits or in Emergency Situation in accordance with Article 59 and Article 60 and Article 61 Registered Participants shall not be entitled to other compensation than the compensation described in these Long Term Allocation Rules.
7. The Registered Participant shall be liable with respect to any sanctions, penalties, or charges that may be imposed by financial authorities on the Allocation Platform for incorrect tax treatment due to wrong or incomplete information provided by the Registered Participant.
8. This Article survives the termination of the Registered Participant's Long Term Participation Agreement.

*Article 70*

**Dispute resolution**

1. Without prejudice to paragraphs 6 and 8 of this Article, where there is a dispute the Allocation Platform and the Registered Participant shall first seek amicable settlement through mutual consultation pursuant to paragraph 2. For this purpose, the Party raising the dispute shall send a notification to the other party indicating:

- (a) the existence of a Long Term Participation Agreement between the Parties;
  - (b) the reason for the dispute; and
  - (c) a proposal for a future meeting, physical or not, with a view to settle the dispute amicably.
2. The Parties shall meet within twenty (20) Working Days after the matter has been referred to them and seek to resolve the dispute. If no agreement is reached or no response received within a period of thirty (30) Working Days from the date of the aforementioned notification, either Party may refer the matter to the senior management of the Parties to resolve the dispute pursuant to paragraph 3.
3. The senior representative of each of the Allocation Platform and the Registered Participant with authority to resolve the dispute shall meet within twenty (20) Working Days of a request to meet and seek to resolve the dispute. If the representatives are unable to resolve the dispute within twenty (20) Working Days of the meeting or such longer time as may be agreed then the dispute shall be determined by arbitration in accordance with paragraph 4.
4. Where a dispute is to be referred to arbitration under paragraph 3, either the Allocation Platform or the Registered Participant may give notice to the other stating the nature of the dispute and referring the dispute to arbitration. Arbitration shall be conducted in accordance with the Rules of Arbitration of the Chamber of Commerce (ICC). The arbitration shall be conducted before one (1) arbitrator to be nominated upon agreement of the Parties unless a Party requests the appointment of three (3) arbitrators. In case of one (1) arbitrator, the Parties shall agree on the nomination of the arbitrator within two (2) months after the notice was given by the Party referring the dispute to arbitration. If no agreement can be found, the arbitrator shall be appointed by the ICC Court. In case of three (3) arbitrators the claimant shall nominate one (1) arbitrator and the respondent shall nominate one (1) arbitrator. The arbitrators nominated by each Party shall then nominate the chairman of the arbitral tribunal within three (3) Working Days from the confirmation of the appointment of the second arbitrator by the respondent. If the arbitrators nominated by each party cannot agree on the appointment of the chairman, the chairman shall be appointed by the ICC Court. The arbitration shall take place in the location of the Allocation Platform unless otherwise defined in the Long Term Participation Agreement and in accordance with the governing law of these Long Term Allocation Rules while the language of the arbitration proceedings shall be English. The emergency arbitrator provisions according to the Rules of Arbitration of the Chamber of Commerce shall not apply but the interim or injunctive relief measures under the governing law shall apply.
5. Arbitration awards shall be final and binding on the Allocation Platform and the relevant Registered Participant as from the date that they are made. The Allocation Platform and the Registered Participant shall carry out any award of an arbitration relating to any dispute without delay and each waive their right to any form of appeal or recourse to a court of law or other judicial authority, in so far as such waiver may validly be made.
6. Notwithstanding paragraphs 3 and 4 of this Article, the Parties may jointly agree to apply court proceedings instead of arbitration to settle a dispute arisen in connection with these Long Term Allocation Rules.
7. In cases of late payment and notwithstanding Article 67 and paragraphs 1 to 4 of this Article, a Party may bring court proceedings against the other Party for any amount due under or in

connection with these Long Term Allocation Rules and unpaid for more than twenty (20) Working Days after the date the amounts were due.

8. The Parties agree that proceedings referred to in paragraph 6 or paragraph 7 may be brought in any competent court to hear such claim. The Registered Participant irrevocably waives any objection which it may have now or hereafter regarding the venue of such proceedings in any competent court and any claim that any such proceedings have been brought in an inconvenient forum.
9. Notwithstanding any reference to amicable settlement, expert resolution or arbitration under this Article, the Allocation Platform and the Registered Participant shall continue to perform their respective obligations under these Long Term Allocation Rules and the Registered Participant's Long Term Participation Agreement.
10. This Article survives the termination of the Registered Participant's Long Term Participation Agreement.

#### *Article 71*

#### **Suspension of the Long Term Participation Agreement**

1. The Allocation Platform may by notice to the Registered Participant suspend temporarily the Registered Participant's rights in connection with these Long Term Allocation Rules with immediate effect if the Registered Participant commits a major breach of an obligation in connection with these Long Term Allocation Rules which may have a significant impact to the Allocation Platform as follows:
  - (a) if a Registered Participant fails to pay any amount properly due and owing to the Allocation Platform pursuant to Article 67;
  - (b) if a Registered Participant fails to provide and maintain collaterals in accordance with Article 25;
  - (c) any breach which may have a significant financial impact to the Allocation Platform;
  - (d) the Allocation Platform has reasonable grounds to believe that the Registered Participant no longer satisfies one or more of any other conditions to participate in Auctions according to these Long Term Allocation Rules unless termination applies according to Article 72.
2. In any case of a minor breach in relation to these Long Term Allocation Rules such as but not limited to the failure of the Registered Participant to notify a change in the submitted information in accordance with Article 9, the Allocation Platform may by notice to the Registered Participant inform the Registered Participant's that its rights in connection with these Long Term Allocation Rules may be suspended unless the Registered Participant remedies the suspension event in the time period specified in the notice. The suspension shall take effect when the period specified for remedy has elapsed without that such remedy has taken place. After the suspension takes effect in accordance with paragraphs 1 and 2 of this Article, the suspended Registered Participant may no longer participate in an Auction or in the transfer or return of Long Term Transmission Rights and unless the payment of the Long Term Transmission Right is fully settled or fully secured by collaterals by the suspended Registered Participant, the suspended Registered Participant shall not be entitled to use Long Term Transmission Rights according to CHAPTER 7. For the avoidance of doubt, the Long Term Transmission Rights which the Registered Participant is prohibited from using as a result of such suspension may be offered by the Allocation Platform in subsequent Auctions and the



Allocation Platform shall not return the remuneration for Long Term Transmission Rights in accordance with Article 48.

3. The Allocation Platform may withdraw a notice under paragraphs 1 or 2 of this Article at any time. Having given a notice under paragraphs 1 or 2 of this Article, the Allocation Platform may give a further or other notice at any time in respect of the same or a different suspension event.
4. Once the Registered Participant has fulfilled or remedied the suspension event as notified to it in the notice sent by the Allocation Platform, the Allocation Platform shall reinstate as soon as reasonably practicable the Registered Participant's rights in relation to use of its allocated Long Term Transmission Rights and its ability to participate in Auctions and/or the transfer and return of Long Term Transmission Rights by written notice to the Registered Participant. As from the date of effect of the reinstatement, the Long Term Transmission Rights allocated prior to the suspension and which remain unused may be nominated in the case of Physical Transmission Rights and the Registered Participant may participate in Auctions and/or the transfer and return of Long Term Transmission Rights and is entitled to receive remuneration for Long Term Transmission Rights in accordance with Article 48.
5. If the Allocation Platform gives a notice to a Registered Participant under paragraph 1 or 2 of this Article, such notice of suspension does not relieve the Registered Participant from its payment obligations under CHAPTER 10, including its payment obligations in relation to the Long Term Transmission Rights for which the Registered Participant loses the right of use pursuant to paragraph 2.

#### *Article 72*

#### **Termination of the Long Term Participation Agreement**

1. A Registered Participant may at any time request the Allocation Platform to terminate the Long Term Participation Agreement to which the Registered Participant is a Party. The termination shall take effect after thirty (30) Working Days upon receipt of the termination request by the Allocation Platform and if all outstanding payment obligations are settled.
2. A Registered Participant may terminate the Long Term Participation Agreement to which the Registered Participant is a Party for good cause when the Allocation Platform has committed a major breach of an obligation connected with these Long Term Allocation Rules or the Long Term Participation Agreement in the following cases:
  - (a) where the Allocation Platform repeatedly fails to pay any amount properly due and owing to the Registered Participant with a significant financial impact;
  - (b) where there is a significant breach of the confidentiality obligations in accordance with Article 75.

The Registered Participant shall send a notice to the Allocation Platform stating the reason for termination and giving the Allocation Platform twenty (20) Working Days to remedy the breach. Unless the Allocation Platform remedies the breach within the abovementioned deadline, the termination shall take effect immediately upon expiration of such deadline. A holder of Long Term Transmission Rights whose Long Term Participation Agreement is terminated under this paragraph is under no obligation to pay remaining instalments for the Long Term Transmission Rights' and is entitled to a refund to the extent that any instalment includes an amount in respect of use after the date of termination, to be calculated pro-rata from the date termination takes effect.

3. If any of the termination events in paragraph 4 occurs in relation to a Registered Participant, the Allocation Platform may by notice to the Registered Participant terminate the Long Term Participation Agreement, including the Registered Participant's rights connected with these Long Term Allocation Rules. A termination under this paragraph takes effect from the time of the notice or any later time specified in it. The Registered Participant may not at a later stage enter into the Long Term Participation Agreement with the Allocation Platform until the circumstances of termination continue to exist or it is not sufficiently guaranteed that the breach may not occur again.
4. The termination events referred to in paragraph 3 shall be the following:
  - (a) if the rights of the Registered Participant are suspended for longer than thirty (30) Working Days;
  - (b) if a Registered Participant does not qualify for the participation in the Auction as set forth in Article 10;
  - (c) if a Registered Participant repeatedly breaches these Long Term Allocation Rules or a Long Term Participation Agreement, whether or not the breach is capable of remedy;
  - (d) if a competent authority (i) determines that the Registered Participant has committed a misuse or fraudulent act and (ii) requests the Allocation Platform to terminate the Long Term Participation Agreement to which such Registered Participant is a Party or (iii) agrees that the Allocation Platform has reasonable grounds to believe that the Registered Participant has committed a misuse or fraudulent act in participating in Auctions and transfer/return of Long Term Transmission Rights; or
  - (e) if the Registered Participant has taken any action which may lead to the damaging or reduction in effectiveness of the Auction Tool (it being understood that such an action is deemed to happen in case of any behaviour that can be assimilated to an attack on the information system such as, but not limited to, deny of service, spam, virus, brute forcing, Trojan horse attack).
5. After the termination takes effect in accordance with paragraphs 1 to 3 of this Article and from that time, the Registered Participant may no longer participate in an Auction or in the transfer or return of Long Term Transmission Rights it has acquired. CHAPTERS 5,6 and 7 shall not apply to such acquired Long Term Transmission Rights. For the avoidance of doubt, the Long Term Transmission Rights, which the Registered Participant is prohibited from using as a result of termination, may be offered by the Allocation Platform in subsequent Auctions and the Allocation Platform shall not return the remuneration for Long Term Transmission Rights in accordance with Article 48.
6. Termination of a Long Term Participation Agreement does not affect any rights and obligations under or in connection with the Long Term Participation Agreement and these Long Term Allocation Rules which arose prior to that termination unless otherwise specified in this Article. Accordingly, any Registered Participant whose Long Term Participation Agreement is terminated will remain liable, subject to and in accordance with the Long Term Allocation Rules, in respect of all such rights and liabilities. This paragraph shall apply without prejudice to other remedies available to the Allocation Platform under these Long Term Allocation Rules.

*Article 73*

**Force Majeure**

1. The Allocation Platform or a Registered Participant, which invokes Force Majeure, shall promptly send to the other Party a notification describing the nature of Force Majeure and its probable duration and shall continue to furnish reports with respect thereto with reasonable frequency during the period of Force Majeure. The Party invoking the Force Majeure shall make every possible effort to limit the consequences of the Force Majeure.
2. The affected obligations, duties and rights of a Party subject to Force Majeure shall be suspended from the beginning of Force Majeure, with the exception of the confidentiality provisions in accordance with Article 75.
3. Suspension under paragraph 2 is subject to the following:
  - (a) suspension will be of no greater scope and of no longer duration than is required by the Force Majeure;
  - (b) the suspension applies only for so long as the Party invoking to Force Majeure is using reasonable efforts to remedy their inability to perform.
4. The consequences of a Force Majeure event, which is not subject to any discussion or litigation between the Allocation Platform and the Registered Participant, are:
  - (a) the Party invoking Force Majeure cannot be held responsible to pay compensation for any damage suffered, due to the non-performance or partial performance of all or any of its obligations during the Force Majeure and when such non-performance or partial performance is due directly to Force Majeure;
  - (b) the acquired Long Term Transmission Rights which have been entirely paid and become subject to Force Majeure are reimbursed for the duration of the Force Majeure in accordance with any applicable legislation and these Long Term Allocation Rules; and
  - (c) where the Long Term Transmission Rights' holder is the party claiming the Force Majeure event, the Allocation Platform may, for its own benefit, reallocate the holder's Long Term Transmission Rights to the subsequent Auctions and for the duration of the Force Majeure event.
5. If the Force Majeure continues for a period longer than six (6) months, the Allocation Platform or each Registered Participant may, by notice to the other given at any time while the Force Majeure continues beyond that period, unilaterally terminate the Long Term Participation Agreement. The termination shall take effect ten (10) Working Days after the notice is given or any later date specified in the notice. A holder of Long Term Transmission Rights whose Long Term Participation Agreement is terminated under this paragraph is under no obligation to pay remaining instalments for the Long Term Transmission Rights' and is entitled to a refund to the extent that any instalment includes an amount in respect of use after the date of termination, to be calculated pro-rata from the date termination takes effect.
6. For avoidance of doubt this Article is without prejudice to the provisions of CHAPTER 9 regarding the curtailment of Long Term Transmission Rights.

*Article 74*

**Notices**

1. Any notice or other communication to be given under or in connection with these Long Term Allocation Rules shall be in English.
2. Unless otherwise expressly provided in these Long Term Allocation Rules, all notices or other communications shall be in writing between the Allocation Platform and each Registered Participant and shall be sent to the email address and if not possible, marked for the attention of the other Party's representative as set out in the Long Term Participation Agreement or as notified by the Registered Participant from time to time in accordance with Article 9.
3. All notices or other communications shall be given by letter delivered by hand against receipt or sent by registered mail or courier in the following cases:
  - (a) the conclusion of the Long Term Participation Agreement in accordance with Article 6;
  - (b) the suspension and termination according to Article 71 and Article 72; and
  - (c) the submission of the bank Guarantee in accordance with Article 21 paragraph 3 .
4. All notices or other communications shall be deemed to have been received:
  - (a) in the case of delivery by hand, when delivered against receipt; or
  - (b) in the case of recorded delivery prepaid post, on the day following the recorded day of delivery; or
  - (c) in the case of email, when delivered to the other party but only if an acknowledgement of receipt is requested and obtained by the Party sending the e-mail.
5. If a notice or other communication has been received outside normal Working Hours on a Working Day), it is deemed to have been received at the opening of business on the next Working Day.

*Article 75*

**Confidentiality**

1. The Long Term Participation Agreement and any other information exchanged relating to its preparation and the application of a market participant shall be considered as confidential.
2. Subject to paragraph 3 of this Article, the Allocation Platform and each Registered Participant who is a recipient of confidential information in relation to these Long Term Allocation Rules shall preserve the confidentiality of such information and shall not directly or indirectly reveal, report, publish, disclose, transfer or use any item of the confidential information otherwise than for the purpose for which it was disclosed.
3. Notwithstanding paragraph 2 of this Article, the Allocation Platform or a Registered Participant may disclose confidential information of a disclosing Party to a third party with the other Party's prior consent expressed in writing and subject to the condition that the receiving Party has given assurance that such third party is bound by equivalent confidentiality obligations as set out in these Long Term Allocation Rules directly enforceable by the other Party.
4. Notwithstanding paragraph 2 of this Article the Allocation Platform or a Registered Participant may disclose confidential information of a disclosing Party:

- (a) to the extent expressly permitted or contemplated by the Long Term Allocation Rules;
  - (b) to any person who is one of the directors, officers, employees, agents, advisers or insurers of the recipient and who needs to know the confidential information in connection with these Long Term Allocation Rules;
  - (c) as far as required in order to comply with applicable national legislation or any other relevant domestic administrative acts such as grid codes;
  - (d) as far as required by a court, arbitrator or administrative tribunal or an expert in the course of proceedings before it to which the recipient is a Party;
  - (e) as may be required by the relevant TSOs for the proper fulfilment of their mission and their obligations in accordance with applicable laws and these Long Term Allocation Rules by themselves or through agents or advisers; or
  - (f) as far as required in order to obtain clearances or consents from a competent authority.
5. Moreover, the obligations arising from this Article shall not apply:
- (a) if the Party which receives the information can prove that at the time of disclosure, such information was already publicly available;
  - (b) 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;
  - (c) 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 participant can be deduced;
  - (d) to information whose publication is explicitly provided for by the present Long Term Allocation Rules.
6. The obligations of confidentiality in this Article shall remain valid for a period of five (5) years after termination of the Registered Participant's Long Term Participation Agreement.
7. The signature of a Long Term Participation Agreement and the exchange of confidential information do 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 these Long Term Allocation Rules.

#### *Article 76*

#### **Assignment and subcontracting**

1. The Allocation Platform may assign, novate or otherwise transfer any of its rights or obligations under a Long Term Participation Agreement or these Long Term Allocation Rules to another Allocation Platform. The Allocation Platform shall notify the Registered Participants of the change by sending an email with acknowledgment of receipt as soon as possible and in any event at least ten (10) Working Days before the date on which the change takes effect.
2. Without prejudice to Article 41, a Registered Participant may not assign, novate or otherwise transfer any of its rights or obligations under its Long Term Participation Agreement or these Long Term Allocation Rules without the prior written consent of the Allocation Platform.

3. Nothing in this Article shall prevent an Allocation Platform or Registered Participant from entering into a subcontracting agreement in relation to this Long Term Allocation Rules. Entry into a subcontracting agreement by a Registered Participant does not relieve the Registered Participant of any obligation or liability under its Long Term Participation Agreement or these Long Term Allocation Rules.

*Article 77*

**Governing law**

These Long Term Allocation Rules shall be governed by and construed in all respects in accordance with the law of the location of the registered office of the Allocation Platform unless otherwise specified in the Long Term Participation Agreement.

*Article 78*

**Language**

The applicable language for these Long Term Allocation Rules shall be English. For the avoidance of doubt, where TSOs need to translate these Long Term Allocation Rules into their national language, in the event of inconsistencies between the English version published by the Allocation Platform and any version in another language, the English version published by the Allocation Platform shall prevail.

*Article 79*

**Intellectual property**

No Party shall acquire any right, title, licence or interest in or to any intellectual property rights of the other Party in connection with these Long Term Allocation Rules.

*Article 80*

**Relationship of the Parties**

1. The relationship of the Allocation Platform and the Registered Participant is that of service provider and service user respectively. Except as expressly provided in these Long Term Allocation Rules, nothing contained or implied in these Long Term Allocation Rules constitutes or is deemed to constitute the Allocation Platform or a Registered Participant, the partner, agent or legal representative of the other for any purpose whatsoever including transfer of Long Term Transmission Rights or create or be deemed to create any partnership, agency or trust between the Parties.
2. The Registered Participant acknowledges that neither the Allocation Platform nor any person acting on behalf of or associated with the Allocation Platform makes any representation, gives any advice or gives any warranty or undertaking of any kind in respect of these Long Term Allocation Rules, the Long Term Participation Agreements or the disclosed information or otherwise in relation to or in connection with these Long Term Allocation Rules, the Long Term Participation Agreements and the disclosed information or any transaction or arrangement contemplated by these Long Term Allocation Rules, the Long Term Participation Agreements and the disclosed information except as specifically provided in these Long Term Allocation Rules or the Long Term Participation Agreement.

*Article 81*

**No third party rights**

The Allocation Platform and each Registered Participant acknowledge and agree that a person who is not a party to the Long Term Participation Agreement between them, including any other market participant, has no rights to enforce these Long Term Allocation Rules or the Long Term Participation Agreement as between the Allocation Platform and that Registered Participant.

*Article 82*  
**Waiver**

1. No omission to exercise or delay in exercising any right, power or remedy provided by law or under these Long Term Allocation Rules shall impair or constitute a waiver of such or any other right, power or remedy. No single or partial exercise of any such right, power or remedy precludes or impairs any other or further exercise thereof or the exercise of any other right, power or remedy provided by law or under these Long Term Allocation Rules.
2. Any waiver of any right, power or remedy under these Long Term Allocation Rules must be in writing and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated, any waiver is effective only in the instance and only for the purpose for which it is given.

*Article 83*  
**Entire agreement**

These Long Term Allocation Rules and the Long Term Participation Agreement contain or expressly refer to the entire agreement between the Allocation Platform and each Registered Participant with respect to the subject matter hereof and expressly exclude any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and understandings between the Allocation Platform and each Registered Participant with respect thereto. The Allocation Platform and each Registered Participant acknowledge and confirm that none of them accede to these Long Term Allocation Rules or the Long Term Participation Agreement in reliance on any representation, warranty or other undertaking (other than where made fraudulently) not fully reflected in the terms of these Long Term Allocation Rules or the Long Term Participation Agreement.

*Article 84*  
**Remedies exclusive**

The rights and remedies provided by these Long Term Allocation Rules and the Long Term Participation Agreement to the Allocation Platform and each Registered Participant are exclusive and not cumulative and, to the extent permissible by law, shall exclude and be in place of all substantive (but not procedural) rights or remedies expressed or implied and provided by law or statute in respect of the subject matter of these Long Term Allocation Rules and the Long Term Participation Agreement. Accordingly, the Allocation Platform and each Registered Participant hereby waives to the fullest extent possible all such rights and remedies provided by law or statute, and releases each other of them if it is liable to any other of them, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by law or statute in respect of the matters dealt with in these Long Term Allocation Rules and the Long Term Participation Agreement and undertakes not to enforce any of the same except as expressly provided herein.

*Article 85*  
**Severability**

If any provision of these Long Term Allocation Rules or a Long Term Participation Agreement is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or pursuant to arbitration or by order of any competent authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of these Long Term Allocation Rules and the Long Term Participation Agreement which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality. Any invalid, illegal, void and/or unenforceable part(s) or provision(s) shall be replaced by valid, legal

and/or enforceable part(s) or provision(s) in order to achieve the intended economic and legal effect.



## **Part 4**

### **Day Ahead and Intraday Nomination Rules**

**TITLE 1**  
**General provisions**

**Article 1**  
**Subject matter and scope**

1. These Day Ahead and Intraday Nomination Rules (“DA and ID Nomination Rules”) set out:
  - a. The terms for use of Day Ahead Transmission Rights allocated under the Day Ahead Allocation Rules; and
  - b. the terms for use of Intraday Transmission Rights allocated under the Intraday Allocation Rules.

**Article 2**  
**Definitions and interpretation**

1. Unless otherwise defined herein, capitalised terms used in this Proposal shall have the meaning given to them in either the Day Ahead Allocation Rules or Intraday Allocation Rules (as amended from time to time together, the Allocation Rules) as the case may be, as set out in the table below.

Business Rules	Those additional terms and conditions as set out in the Annex to this Proposal
Contract Day	In relation to a Contract Day D, means a period of 24 hours commencing at 00:00 CET or CEST hours on day D.
Deemed Metered Volumes	For each Settlement Period, the Deemed Metered Volume of each PTR Holder for a direction is equal to the maximum between 0 and the net of the Long-Term and where applicable Daily and where applicable Intraday Mid-Interconnector Nominations (each as amended by any curtailment) of that PTR Holder for that Settlement Period integrated over the Settlement Period.
Energy Accounts	The declared energy volume of a balance responsible party used for the calculation of its imbalance.
Information System Rules	Rules related to the technical use of the Nomination Platform as referred to in the Nomination Participation Agreement and published on the websites of the relevant TSOs.
Intraday Allocation Rules	The rules for Intraday Capacity Allocation as set out in Part 1 of these Access Rules
Mid-Interconnector Nomination	Means for each hour in a Contract Day for which a Daily or Intraday Rights Document has been issued by the Allocation Platform, each PTR Holder may Nominate to the Allocation Platform an energy transmission at mid-interconnector up to but not exceeding the Registered Participant’s Capacity rights set out in the Rights Document in the relevant direction in that hour.
Nomination Gate	One of the relevant time periods in which a PTR Holder is able to Nominate its respective Explicit Day Ahead or Intraday PTRs, timings of which are defined within Article 6 of this Proposal.

Nomination Participation Agreement	The binding agreement, between a market participant and the relevant TSO(s) responsible for a particular Interconnector and incorporates these DA & ID Nomination Rules), the Information System Rules and all other aspects of the Nomination Platform.
Nomination Platform	The relevant system used by PTR Holders to Nominate PTRs on the relevant Interconnector.
PTR Holder	A Registered Participant which has been allocated explicit Day Ahead and/or Intraday PTRs under the Allocation Rules
Registered Participant	A market participant which has entered into a Nomination Participation Agreement.
Settlement Period	The time unit for which a balance responsible party's imbalance is calculated, in each respective imbalance area.
Day Ahead Allocation Rules	The rules for Day Ahead Allocation as set out in Part 2 of these Access Rules
Unit Validity Time	Means on a per hour basis.

## TITLE 2

### Nomination Rules

#### Article 3

##### Entitlement of a PTR Holder to nominate

1. In order to Nominate PTRs, a PTR Holder must have a signed and completed Nomination Participation Agreement along with evidence of the following (on a per Interconnector basis, as required):
  - a. its accession to a Use of System Interconnector Agreement with National Grid Electricity System Operator Limited and the Framework Agreement established under the Connection and Use of System Code;
  - b. its accession to the Framework Agreement as defined in the Balancing and Settlement Code (BSC) together with full details of active Production and Consumption Interconnector BM Units registered to the PTR Holder under the BSC;
  - c. Entry into an Accord de Participation with RTE Réseau de Transport d'Electricité.

#### Article 4

##### Minimum technical requirements to Nominate

1. PTR Holders must comply at all times with the applicable Information System Rules as published by the TSOs on their websites.
2. The Nomination Platform is a web-based application, therefore the minimum technical requirement for a PTR Holder to Nominate is to have internet access.

## Article 5

### Description of the Nomination process

1. PTR Holders are entitled to Nominate PTRs acquired pursuant to the Day Ahead Allocation Rules and Intraday Auction Rules. Such Nominations shall be issued at Mid-Interconnector and on a per direction and per Unit Validity Time basis. The Nominations are subject to the terms and conditions of these Nomination Rules and as specified in the relevant Allocation Rules (including curtailment).
2. All Nominations shall be made in accordance with the Business Rules. In the event of any conflict between the Business Rules and the main body of these DA and ID Nomination Rules then the Business Rules shall prevail.
3. PTR Holders will only be entitled to nominate Day Ahead and/or Intraday PTRs allocated under the Day Ahead Allocation Rules or Intraday Auction Rules to the extent provided for under these DA & ID Nomination Rules.
4. For each hour in a Contract Day for which a Rights Document has been issued by the Allocation Platform, each PTR Holder may nominate the PTR on the Nomination Platform at mid-interconnector (as defined in the applicable Business Rules) up to but not exceeding the amount set out in the Rights Document in the relevant direction for that hour ("**Mid-Interconnector Nomination**").
5. For the avoidance of doubt, the Nomination Platform will reject a Nomination in its entirety for the Contract Day where the corresponding Mid-Interconnector Nomination(s) in one or more hours exceed(s) the PTR Holder's rights set out in the applicable Rights Document(s).
6. The Mid-Interconnector Nomination for each hour in the Contract Day must be expressed in whole MW, with a single value, greater than or equal to zero, for each hour.
7. Mid-Interconnector Nominations of Day Ahead PTRs shall not be subject to any modification by the PTR Holder after the Nomination Gate.
8. Mid-Interconnector Nominations of Intra-Day PTRs may be modified by the PTR Holder in subsequent Nomination Gates prior to the applicable UIOLI Deadline. For the avoidance of doubt Nominations of Intra-Day PTRs shall not be subject to modification after the applicable UIOLI Deadline.
9. In the absence of a Nomination by a PTR Holder in a direction, the corresponding Mid-Interconnector Nominations are assumed to be equal to zero.
10. Each PTR Holder may authorise a third party to submit Nominations on its behalf and the Nomination Platform shall accept such third party Nominations provided that a) they are made in accordance with these Nomination Rules; and b) such third party complies at all times with the requirements identified in Article 3(a – c) of these Nomination Rules. Any PTR Holder which authorises a third party to Nominate on its behalf shall procure that the third party complies with these Nomination Rules in its access of the Nomination Platform.

## Article 6

### Nomination timings

1. PTR Holders can submit Day Ahead and/or Intraday Mid-Interconnector Nomination in accordance with the Business Rules.
2. Under exceptional circumstances Registered Participants will be informed at the earliest opportunity of new timings where these situations arise at the earliest opportunity.
3. All timings in these DA & ID Nominations Rules are CET, unless stated otherwise.

## **Article 7**

### **Format of nomination and communication**

1. Each Registered Participant must notify its Nominations electronically to the Nomination Platform. The Nomination Platform supports two ways of communication of Nominations:
  - Web form interface;
  - Web services communication.
2. Nominations shall be submitted in the formats specified by the relevant TSO(s) in the Information System Rules and pursuant to any other technical requirements provided via the Nomination Platform to the Registered Participants.
3. The Nomination Platform will acknowledge receipt of each Nomination to the relevant Registered Participant by a message indicating that the Nomination has been correctly registered.
4. Only Nominations confirmed via the Nomination Platform (or by a TSO pursuant to Article 7 paragraph 5) as correctly registered shall be valid.
5. Notwithstanding Article 7(1), in the event of a problem of communication between a PTR Holder and the Nomination Platform or in the event of technical issues affecting the operation of the Nomination Platform, the PTR Holder may contact the single point of contact of the relevant Interconnector (as determined by the relevant TSO(s)) to request, in respect of Nominations periods for which Nomination Gate closure has not occurred, the possibility to send applicable Nominations by email.

## **TITLE 3**

### **Miscellaneous**

## **Article 8**

### **Effective date and application**

1. The initial version of these Nomination Rules shall come into force with the General Provisions. Any subsequent revision shall enter into force pursuant to a notice provided by the TSO in accordance with the relevant decisions of the National Regulatory Authorities and on the date

announced by the Allocation Platform and shall, if applicable, modify the 28 day prior written notice.

## Article 9

### Additional Nomination Information

1. Cancellation of a Nomination Gate:

Should the Nomination Platform cancel a Daily Nomination Gate, the PTR Holder’s corresponding Physical Transmission Rights set out in the Rights Document will be compensated at a price equal to the maximum of:

a. EITHER

[Holders of curtailed Long Term nominated and non-nominated Physical Transmission Rights under Article 60A shall be entitled to receive reimbursement for the corresponding curtailed units, based on the number of curtailed units multiplied by the Marginal Price of the initial auction.]

OR

[For any hour where capacity is curtailed, holders of Long Term Transmission Rights will be compensated at the Day Ahead Market Spread for that hour.

For the purposes of the above, the Day Ahead Market Spread = the difference between the French power price as published by ENTSOe and the weighted average GB power price based on published prices from [X] and [Y]. Transmission losses to be applied to the spread according to the formula set out below. The GB price to be converted to EUR at the exchange rate published by the Financial Times on the day ahead of delivery

The GB weighted average price will be calculated utilizing the following formula:

VWA = sum of (price x volume) for each exchange 1 to n / sum of volumes for each exchange 1 to n (number of GB power exchanges publishing day ahead prices)

$$Volume\ Weighted\ Average\ (VWA)(\text{€}/MWh) = \frac{\sum_{i=1}^n (V_{PXi} \times P_{PXi})}{\sum_{i=1}^n (V_{PXi})}$$

Where

$V_{PXi}$  = Volume traded on power exchange  $i$  (MW)

$P_{PXi}$  = Day ahead price on power exchange  $i$  (€/MWh)

$n$  = number of GB power exchanges publishing day ahead prices

(All GB Market)

This VWA would then be subtracted from the FR Day ahead price to give the Day Ahead Market Spread.

- b. Should the Nomination Platform cancel an Intraday Nomination Gate, the PTR Holder's corresponding PTRs set out in the Rights Document will be compensated at the price of the Units corresponding to such rights. For the avoidance of doubt, where a PTR can be nominated during several Nomination Gates, such compensation shall only be considered after the last Nomination Gate where that PTR can be nominated.
- c. Notwithstanding the above paragraph (b) of this Article 9(1), where the cancellation of an Intraday Nomination Gate is due to a national time change notified to the Registered Participant 3 days in advance by the Nomination Platform, the PTR Holder's corresponding PTRs will not be compensated.

2. Treatment of Nominations following curtailment:

- a. In case of curtailment due to an emergency situation or Force Majeure ahead of the relevant Daily Nomination Gate closure or Intraday Nomination Gate closure, the Rights Documents will be updated and the following will apply:
  - i. Where a PTR Holder has already issued a Nomination above its updated Rights Document, the Nomination Platform will automatically reduce the Nomination in line with the updated Rights Document and inform the PTR Holder of such reduction.
  - ii. Where a PTR Holder has not issued a Nomination above its updated Rights Document, then the original Nomination will be retained.
  - iii. Where a PTR Holder has not issued a Nomination and in the case of Nomination after receipt of the updated Rights Document, then the normal Nomination process shall apply.
- b. In the event of curtailment due to an emergency situation or Force Majeure after the relevant Daily Nomination Gate closure or Intraday Nomination Gate closure the nominations submitted by the PTR Holders may be curtailed in accordance with the procedure described in the Day Ahead Allocation Rules and/or Intraday Auction Rules for such Interconnector.

3. Default Nominations:

- a. Default Nominations can be activated by a PTR Holder for Day Ahead and/or Intraday Nominations. Where a default Nomination is activated, all Mid-Interconnector Nominations would be automatically generated at the value set out in the Rights Document for each hour of that Contract Day.
- b. The registered default Nomination is considered as a schedule of Mid-Interconnector Nomination submitted by a PTR Holder at the opening of the Nomination Gate. This Mid-Interconnector Nomination is considered as valid once confirmed as such by the Nomination Platform or by the relevant TSO(s).
- c. A PTR Holder may modify the Mid-Interconnector Nomination resulting from the default Nomination within the Nomination Gate in accordance with the normal Nomination process.
- d. A PTR Holder may deactivate its default Nomination on the Nomination Platform at any time. Where such deactivation is received by the Nomination Platform after the opening of the Nomination Gate, any existing valid Mid-Interconnector Nomination resulting from a Default Nomination remains unchanged.

4. Deemed Metered Volumes:
  - a. When a PTR Holder submits a valid Mid-Interconnector Nomination, then the Nomination Platform will ensure that a corresponding Deemed Metered Volume, adjusted for losses and for any reductions in Mid-Interconnector Nominations as a result of curtailment pursuant to the Allocation Rules, is allocated to the relevant PTR Holder using the allocation rules in the applicable Business Rules.

#### **Article 10 Amendment**

1. Any amendment to these DA & ID Nomination Rules shall be subject to approval by the National Regulatory Authorities.

#### **Article 11 Liability**

3. Each TSO and each PTR Holder is solely and individually responsible for the fulfilment of any obligation they undertake or are subject to and which arises from or is in connection with the these DA & ID Nomination Rules and the Nomination Participation Agreement.
4. Subject to any other provisions of the Nomination Rules each TSO shall only be liable for damages caused by:
  - (a) fraud, gross negligence or wilful misconduct.
  - (b) death or personal injury arising from its negligence or that of its employees, agents or subcontractors.
5. A PTR Holder shall indemnify and keep indemnified each TSO and its officers, employees and agents from and against any and all loss or liability (including legal costs) related to a damage that it has caused, which (i) any of them may suffer or (ii) incur by reason of any claim by any third party on account of any and all loss (whether direct or indirect) suffered by the claimant or any of the claimant's officers, agents, subcontractors or employees in connection with the Nomination Rules and the PTR Holder's use of the Nomination Platform (including any use by a third party authorised by such PTR Holder pursuant to Article 5(10)).
6. Each TSO and each PTR Holder acknowledges and agrees that it holds the benefit of paragraph 3 of this Article for itself and as trustee and agent for its officers, employees and agents.
7. The PTR Holder shall be solely responsible for its participation in Nominations including but not limited to the following cases:
  - a) the timely submission of Notifications by the PTR Holder;
  - b) technical failure of the information system on the side of the PTR Holder preventing the communication via the channels foreseen in accordance with these DA & ID Nomination Rules.



8. PTR Holders shall not be entitled to compensation for breach of these DA & ID Nomination Rules other than the remuneration described in Article 9(1) of these DA & ID Nomination Rules and for damages relating to those causes set out in paragraph 2 above.
9. In addition to paragraph 3 of this article, the PTR Holder shall be liable to each TSO with respect to any sanctions, penalties, or charges that may be imposed by financial authorities on the applicable TSO(s) for incorrect tax treatment due to wrong or incomplete information provided by the Registered Participant.
10. This Article survives the termination of the PTR Holder's Nomination Participation Agreement.

## **Article 12**

### **Dispute Resolution**

1. Without prejudice to paragraphs 6 and 7 of this article, where there is a dispute the TSO(s) and the PTR Holder shall first seek amicable settlement through mutual consultation pursuant to paragraph 2 below. For this purpose, the party raising the dispute shall send a notification to the other party indicating:
  - a) the existence of a Nomination Participation Agreement between the disputing parties;
  - b) the reason for the dispute; and
  - c) a proposal for a future meeting, physical or not, with a view to settle the dispute amicably.
2. The Parties shall meet within twenty (20) Working Days after the matter has been referred to them and seek to resolve the dispute. If no agreement is reached or no response received within a period of thirty (30) Working Days from the date of the aforementioned notification, either Party may refer the matter to the senior management of the Parties to resolve the dispute pursuant to paragraph 3.
3. The senior representative of each of the TSOs and the PTR Holder with authority to resolve the dispute shall meet within twenty (20) Working Days of a request to meet and seek to resolve the dispute. If the representatives are unable to resolve the dispute within twenty (20) Working Days of the meeting or such longer time as may be agreed then the dispute shall be determined by arbitration in accordance with paragraph 4.
4. Where a dispute is to be referred to arbitration under paragraph 3, either the TSO or the PTR Holder may give notice to the other stating the nature of the dispute and referring the dispute to arbitration. Arbitration shall be conducted in accordance with the Rules of Arbitration of the Chamber of Commerce (ICC). The arbitration shall be conducted before one (1) arbitrator to be nominated upon agreement of the Parties unless a Party requests the appointment of three (3) arbitrators. In case of one (1) arbitrator, the Parties shall agree on the nomination of the arbitrator within two (2) months after the notice was given by the Party referring the dispute to arbitration. If no agreement can be found, the arbitrator shall be appointed by the ICC Court. In case of three (3) arbitrators the claimant shall nominate one (1) arbitrator and the respondent shall nominate one (1) arbitrator. The arbitrators nominated by each Party shall then nominate the chairman of the arbitral tribunal within three (3) Working Days from the confirmation of the appointment of the second arbitrator by the respondent. If the arbitrators nominated by each party cannot agree on the appointment of the chairman, the chairman shall be appointed by the ICC Court. The arbitration shall take place in the location of one of the TSOs premises unless otherwise defined in the Nomination Participation Agreement and in accordance with the governing law of these Nomination Rules while the

language of the arbitration proceedings shall be English. The emergency arbitrator provisions according to the Rules of Arbitration of the Chamber of Commerce shall not apply but the interim or injunctive relief measures under the governing law shall apply.

5. Arbitration awards shall be final and binding on the TSO(s) and the relevant PTR Holder as from the date that they are made. The TSO and the Registered Participant shall carry out any award of an arbitration relating to any dispute without delay and each waive their right to any form of appeal or recourse to a court of law or other judicial authority, in so far as such waiver may validly be made.
6. Notwithstanding paragraphs 3 and 4 of this Article, the parties may jointly agree to apply court proceedings instead of arbitration to settle a dispute arisen in connection with the Nomination Rules.
7. The Parties agree that proceedings referred to in paragraph 6 may be brought in any competent court to hear such claim. The PTR Holder irrevocably waives any objection which it may have now or hereafter regarding the venue of such proceedings in any competent court and any claim that any such proceedings have been brought in an inconvenient forum.
8. Notwithstanding any reference to amicable settlement, or arbitration under this Article, the TSO and the Registered Participant shall continue to perform their respective obligations under the Nomination Rules and the PTR Holder's Nomination Participation Agreement.
9. This Article survives the termination of the Registered Participant's Nomination Participation Agreement.

### **Article 13**

#### **Force Majeure**

1. A TSO or a PTR Holder, which invokes Force Majeure, shall promptly send to the other party a notification describing the nature of Force Majeure and its probable duration and shall continue to furnish reports with respect thereto with reasonable frequency during the period of Force Majeure. The party invoking the Force Majeure shall make every possible effort to limit the consequences of the Force Majeure.
2. The affected obligations, duties and rights of a party subject to Force Majeure shall be suspended from the beginning of Force Majeure, with the exception of the confidentiality provisions in accordance with Article 15.
3. Suspension under paragraph 2 is subject to the following:
  - a) suspension will be of no greater scope and of no longer duration than is required by the Force Majeure;
  - b) the suspension applies only for so long as the Party invoking to Force Majeure is using reasonable efforts to remedy their inability to perform.
4. The consequences of a Force Majeure event, which is not subject to any discussion or litigation between a TSO and the PTR Holder, are
  - (a) the party invoking Force Majeure cannot be held responsible to pay compensation for any damage suffered, due to the non-performance or partial performance of all or any of its obligations under the Nomination Rules during the Force Majeure and when such non-performance or partial performance is due directly to Force Majeure;

5. If the Force Majeure continues for a period longer than six (6) months, each TSO or each PTR Holder may, by notice to the other given at any time while the Force Majeure continues beyond that period, unilaterally terminate the Nomination Participation Agreement. The termination shall take effect ten (10) Working Days after the notice is given or any later date specified in the notice.

#### **Article 14**

##### **Notices**

1. Unless otherwise expressly provided in the Nomination Rules, all notices or other communications shall be in writing between each TSO and each PTR Holder and shall be sent to the email address and if not possible, by letter and marked for the attention of the other Party's representative as set out in the applicable Nomination Participation Agreement.
2. All notices or other communications shall be given by letter delivered by hand against receipt or sent by registered mail or courier in the following cases:
  - a) the conclusion of the Nomination Participation Agreement;
  - b) the suspension and termination of the Nomination Participation Agreement.
3. All notices or other communications shall be deemed to have been received:
  - a) in the case of delivery by hand, when delivered against receipt; or
  - b) in the case of recorded delivery prepaid post, on the day following the recorded day of delivery; or
  - c) in the case of email, when delivered to the other party but only if an acknowledgement of receipt is requested and obtained by the party sending the e-mail.
4. If a notice or other communication has been received outside normal Working Hours on a Working Day, it is deemed to have been received at the opening of business on the next Working Day.

#### **Article 15**

##### **Confidentiality**

1. The Nomination Participation Agreement and any other information exchanged relating to its preparation and the application of a market participant shall be considered as confidential.
2. Each TSO and each PTR Holder who is a recipient of confidential information in relation to these Nomination Rules shall preserve the confidentiality of such information and shall not directly or indirectly reveal, report, publish, disclose, transfer or use any item of the confidential information otherwise than for the purpose for which it was disclosed.
3. Notwithstanding paragraph 2 of this Article, each TSO or a PTR Holder may disclose confidential information of the disclosing party to a third party with the other party's prior consent expressed in writing and subject to the condition that the receiving party has given assurance that such third party is bound by equivalent confidentiality obligations as set out in the Nomination Rules directly enforceable by the other party.

4. Notwithstanding paragraph 2 of this Article each TSO or a PTR Holder may disclose confidential information of a disclosing party:
  - a) to the extent expressly permitted or contemplated by the Nomination Rules;
  - b) to any person who is one of the directors, officers, employees, agents, advisers or insurers of the recipient and who needs to know the confidential information in connection with the Nomination Rules;
  - c) as far as required in order to comply with applicable national legislation or any other relevant national regulatory, legislative or administrative acts such as grid codes;
  - d) as far as required by a competent regulatory authority, court, arbitrator or administrative tribunal or an expert in the course of proceedings before it to which the recipient is a party;
  - e) as may be required by the relevant TSOs for the proper fulfilment of their mission and their obligations in accordance with applicable laws and these Nomination Rules by themselves or through agents or advisers; or
  - f) as far as required in order to obtain clearances or consents from a competent authority (including the National Regulatory Authorities).
5. Moreover, the obligations arising from this Article shall not apply:
  - a) if the party which receives the information can prove that at the time of disclosure, such information was already publicly available;
  - b) 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;
  - c) 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 participant can be deduced;
  - d) to information whose publication is explicitly provided for by the present Nomination Rules.
6. The obligations of confidentiality in this Article shall remain valid for a period of five (5) years after termination of a PTR Holder's Nomination Participation Agreement.
7. The signature of a Nomination Participation Agreement and the exchange of confidential information do 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 Nomination Rules.

## **Article 16**

### **Assignment and Subcontracting**

1. Each TSO may assign, novate or otherwise transfer any of its rights or obligations under a Nomination Participation Agreement or the Nomination Rules to another party. The TSO shall notify an affected PTR Holder of the change by sending an email with acknowledgment of

receipt as soon as possible and in any event at least ten (10) Working Days before the date on which the change takes effect.

2. A PTR Holder may not assign, novate or otherwise transfer any of its rights or obligations under its Nomination Participation Agreement(s) or the Nomination Rules without the prior written consent of the relevant TSO(s).
3. Nothing in this Article shall prevent a TSO or PTR Holder from entering into a subcontracting agreement in relation to the Nomination Rules. Entry into a subcontracting agreement by a PTR Holder does not relieve the Registered Participant of any obligation or liability under its Nomination Participation Agreement(s) or the Nomination Rules.

### **Article 17**

#### **Intellectual Property**

No party shall acquire any right, title, licence or interest in or to any intellectual property rights of the other party in connection with the Nomination Rules.

### **Article 18**

#### **Relationship of the Parties**

1. The relationship of each TSO and the PTR Holder via the applicable Nomination Participation Agreement is that of service provider and service user respectively. Except as expressly provided in the Nomination Rules, nothing contained or implied in the Nomination Rules constitutes or is deemed to constitute a TSO or a Registered Participant, the partner, agent or legal representative of the other for any purpose whatsoever or to create or be deemed to create any partnership, agency or trust between a TSO and a PTR Holder.
2. The PTR Holder acknowledges that neither a TSO nor any person acting on behalf of or associated with a TSO makes any representation, gives any advice or gives any warranty or undertaking of any kind in respect of the Nomination Rules, the Nomination Participation Agreements or the disclosed information or otherwise in relation to or in connection with the Nomination Rules, the Nomination Participation Agreements and the disclosed information or arrangement contemplated by the Nomination Rules, the Nomination Participation Agreements and the disclosed information except as specifically provided in these Nomination Rules or a Nomination Participation Agreement.

### **Article 19**

#### **No Third Party Rights**

Each TSO and each PTR Holder acknowledges and agrees that a person who is not a party to the applicable Nomination Participation Agreement between them, including any other market participant, has no rights to enforce the Nomination Rules or the applicable Nomination Participation Agreement as between the TSO and the PTR Holder.

### **Article 20**

#### **Waiver**

1. No omission to exercise or delay in exercising any right, power or remedy provided by law or under the Nomination Rules shall impair or constitute a waiver of such or any other right, power or remedy. No single or partial exercise of any such right, power or remedy precludes

or impairs any other or further exercise thereof or the exercise of any other right, power or remedy provided by law or under the Nomination Rules.

2. Any waiver of any right, power or remedy under the Nomination Rules must be in writing and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated, any waiver is effective only in the instance and only for the purpose for which it is given.

## **Article 21**

### **Remedies Exclusive**

The rights and remedies provided by the Nomination Rules and the applicable Nomination Participation Agreement to each TSO and each PTR Holder are exclusive and not cumulative and, to the extent permissible by law, shall exclude and be in place of all substantive (but not procedural) rights or remedies expressed or implied and provided by law or statute in respect of the subject matter of the Nomination Rules and the applicable Nomination Participation Agreement. Accordingly, each TSO and each PTR Holder hereby waives to the fullest extent possible all such rights and remedies provided by law or statute, and releases each other of them if it is liable to any other of them, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by law or statute in respect of the matters dealt with in the Nomination Rules and the Nomination Participation Agreement and undertakes not to enforce any of the same except as expressly provided herein.

## **Article 22**

### **Language**

1. The reference language for these Nomination Rules shall be English. For the avoidance of doubt, where TSOs need to translate these Nomination Rules into their national language(s), in the event of inconsistencies between the English version published by TSOs on their website and any version in another language the relevant TSOs shall, in accordance with national legislation, provide the relevant NRAs with an updated translation of the Nomination Rules.

## **Article 23**

### **Governing Law**

1. These Nomination Rules and any non-contractual obligations arising out of or in connection with them will be governed by English law.

## **Annex 1**

### **Business Rules for Interconnectors**

#### **Day Ahead Business Process**

1. **Day-Ahead Business Process:**
  - a. PTR Holders can submit Daily Mid-Interconnector Nominations (MINs) of Daily Units for the Contract Day D, from opening of the gate for Daily MINs at 12:05 on the day D-

1 until Daily MINs gate-closure at 14:00 on day D-1, in accordance with these Nomination Rules.

**Intra-day Business Process**

1. Intraday Nomination Timings:
2. PTR Holders can submit Intraday Mid Interconnector Nominations of Intraday Units in accordance with the timings indicated in the tables below for the respective interconnectors:
- 3.

IFA			
Timings summary (CET)	Auctioned in	Relevant Nomination Gate Open	Relevant Nomination Gate Close
00:00-07:59	ID Auction 1 Start 19:20 D -1 End 19:50 D -1	20:00 D -1	22:50 D -1
01:00-07:59		23:00 D -1	23:50 D -1
02:00-07:59		00:00 D	00:50 D
03:00-07:59		01:00 D	01:50 D
04:00-07:59		02:00 D	02:50 D
05:00-07:59		03:00 D	03:50 D
06:00-07:59		04:00 D	04:50 D
07:00-07:59		05:00 D	05:50 D
08:00-15:59	ID Auction 2 Start 05:20 D End 05:50 D	06:00 D	06:50 D
09:00-15:59		07:00 D	07:50 D
10:00-15:59		08:00 D	08:50 D
11:00-15:59		09:00 D	09:50 D
12:00-15:59		10:00 D	10:50 D
13:00-15:59		11:00 D	11:50 D
14:00-15:59		12:00 D	12:50 D
15:00-15:59		13:00 D	13:50 D
16:00-19:59	ID Auction 3 Start 13:20 D End 13:50 D	14:00 D	14:50 D
17:00-19:59		15:00 D	15:50 D
18:00-19:59		16:00 D	16:50 D
19:00-19:59		17:00 D	17:50 D
20:00-23:59	ID Auction 4 Start 17:20 D End 17:50 D	18:00 D	18:50 D
21:00-23:59		19:00 D	19:50 D
22:00-23:59		20:00 D	20:50 D
23:00-23:59		21:00 D	21:50 D

IFA2			
Timings summary (CET)	Auctioned in	Relevant Nomination Gate Open	Relevant Nomination Gate Close
00:00-11:59	ID Auction 1 Start 19:20 D -1 End 19:50 D -1	20:00 D -1	22:50 D -1
01:00-11:59		23:00 D -1	23:50 D -1
02:00-11:59		00:00 D	00:50 D
03:00-11:59		01:00 D	01:50 D

04:00-11:59		02:00 D	02:50 D
05:00-11:59		03:00 D	03:50 D
06:00-11:59		04:00 D	04:50 D
07:00-11:59		05:00 D	05:50 D
08:00-11:59		06:00 D	06:50 D
09:00-11:59		07:00 D	07:50 D
10:00-11:59		08:00 D	08:50 D
11:00-11:59		09:00 D	09:50 D
12:00-15:59	ID Auction 2 Start 09:20 D End 09:50 D	10:00 D	10:50 D
13:00-15:59		11:00 D	11:50 D
14:00-15:59		12:00 D	12:50 D
15:00-15:59		13:00 D	13:50 D
16:00-19:59	ID Auction 3 Start 13:20 D End 13:50 D	14:00 D	14:50 D
17:00-19:59		15:00 D	15:50 D
18:00-19:59		16:00 D	16:50 D
19:00-19:59		17:00 D	17:50 D
20:00-23:59	ID Auction 4 Start 17:20 D End 17:50 D	18:00 D	18:50 D
21:00-23:59		19:00 D	19:50 D
22:00-23:59		20:00 D	20:50 D
23:00-23:59		21:00 D	21:50 D

**Deemed Metered Volume Allocation**

**1. Introduction**

When a PTR Holder submits a valid Mid-Interconnector Nomination, then the Nomination Platform will ensure that a corresponding Deemed Metered Volume, adjusted for losses on the Interconnector and for any reductions in Mid-Interconnector Nominations as a result of curtailment, is allocated to the relevant PTR Holders using the Deemed Metered Volume allocation rules set out in this annex.

**2. Losses**

The physical flow on each interconnector is subject to losses. For each interconnector the Nomination Platform will apply a Loss Factor (“LF”) to calculate each PTR Holder’s share of the losses in accordance with paragraph 3 of this Annex. The Loss Factor is symmetrical between Mid-Interconnector and either end of the Interconnector.

The Loss Factor to be applied is published on the relevant TSO(s) websites. If there is a requirement to change the Loss Factor at any time, then PTR Holders shall be notified at least five (5) working days before the change is to take effect.

**3. Adjustment for losses**

For the purposes of the Balancing and Settlement Code, the Nomination Platform will send to the Settlement Administration Agent (as defined in that Code) a program called BM Unit Metered Volume expressed in kWh at the relevant GB onshore grid connection point in half-hourly points and calculated by this formula:



a. for a BM Unit in the direction from France to England:  
 $BMUMV = (1-LF) * DMV$ ; and

b. for a BM Unit in the direction from England to France:

$$BMUMV = (1+LF) * DMV.$$

For the purpose of the RTE Settlement Arrangements and for an export from France to England, the Nomination Platform will send to RTE (in its capacity as Transmission System

Operator) a program called “Programme d'Export France” expressed in kWh at the relevant French onshore grid connection point in half-hourly points and calculated by this formula:

$$PEM = (1+LF) * DMV$$

For the purpose of the RTE Settlement Arrangements and for an import from England to France, the Nomination Platform will send to RTE a program called “Programme d'Import France” expressed in kWh at the relevant French onshore grid connection point in half-hourly points and calculated by this formula:

$$PIM = (1-LF)*DMV.$$

In the above paragraphs, “DMV” means the Deemed Metered Volume calculated for that Registered Participant for that Settlement Period.

# Part 5

## Long Term Nomination Rules

**TITLE 1**  
**General provisions**

**Article 1**  
**Subject matter and scope**

1. These Long Term Nomination Rules set out the terms for use of Long Term Transmission Rights allocated under the Long Term Allocation Rules.

**Article 2**  
**Definitions and interpretation**

1. Unless otherwise defined herein, capitalised terms used in this Proposal shall have the meaning given to them in either the Day Ahead Allocation Rules or Intraday Allocation Rules (and any amendment from time to time together, the Allocation Rules) as the case may be, as set out in the table below.

Business Rules	Those additional terms and conditions for as set out in the Annex to this Proposal
Contract Day	In relation to a Contract Day D, means a period of 24 hours commencing at 00:00 CET or CEST hours on day D.
Deemed Metered Volumes	For each Settlement Period, the Deemed Metered Volume of each PTR Holder for a direction is equal to the maximum between 0 and the net of the Long-Term and where applicable Daily and where applicable Intraday Mid-Interconnector Nominations (as amended by any curtailment) of that PTR Holder for that Settlement Period integrated over the Settlement Period.
Energy Accounts	The declared energy volume of a balance responsible party used for the calculation of its imbalance.
Information System Rules	Rules related to the technical use of the Nomination Platform as referred to in the Nomination Participation Agreement and published on the websites of the relevant TSOs.
Mid-Interconnector Nomination	Means for each hour in a Contract Day for which a Long Term Rights Document has been issued under the Long Term Allocation Rules, each PTR Holder may Nominate to the Allocation Platform an energy transmission at mid-interconnector up to but not exceeding the Registered Participant's Capacity rights set out in the Rights Document in the relevant direction in that hour.
Nomination Gate	One of the relevant time periods in which a PTR Holder is able to Nominate its respective Long Term PTRs, timings of which are defined within Article 6 of this Proposal.
Nomination Participation Agreement	The binding agreement, between a market participant and the relevant TSO(s) responsible for a particular interconnector and incorporates the Long Term Nomination Rules), the

	Information System Rules and all other aspects of the Nomination Platform.
Nomination Platform	The relevant system used by PTR Holders to Nominate PTRs on the relevant Interconnector.
PTR Holder	A Registered Participant which has been allocated Long Term PTRs under the Allocation Rules
Registered Participant	A market participant which has entered into a Nomination Participation Agreement.
Settlement Period	The time unit for which a balance responsible party's imbalance is calculated, in each respective imbalance area.
Unit Validity Time	Means on a per hour basis.

## TITLE 2

### Nomination Rules

#### Article 3

##### Entitlement of a PTR Holder to nominate

1. In order to Nominate PTRs, a PTR Holder must have a signed and completed Nomination Participation Agreement along with evidence of the following (on a per Interconnector basis, as required):
  - a. its accession to a Use of System Interconnector Agreement with National Grid Electricity System Operator Limited and the Framework Agreement established under the Connection and Use of System Code;
  - b. its accession to the Framework Agreement as defined in the Balancing and Settlement Code (BSC) together with full details of active Production and Consumption Interconnector BM Units registered to the PTR Holder under the BSC;
  - c. Entry into an Accord de Participation with RTE Réseau de Transport d'Electricité.

#### Article 4

##### Minimum technical requirements to Nominate

1. PTR Holders must comply at all times with the applicable Information System Rules as published by the TSOs on their websites.
2. The Nomination Platform is a web-based application, therefore the minimum technical requirement for a PTR Holder to Nominate is to have internet access.

#### Article 5

##### Description of the Nomination process

1. PTR Holders are entitled to Nominate PTRs acquired pursuant to the Long Term Allocation Rules. Such Nominations shall be issued at Mid-Interconnector and on a per direction and per Unit Validity Time basis. The Nominations are subject to the terms and conditions of these Nomination Rules and as specified in the relevant Allocation Rules (including curtailment).

2. All Nominations shall be made in accordance with the Business Rules. In the event of any conflict between the Business Rules and the main body of these Long Term Nomination Rules then the Business Rules shall prevail.
3. PTR Holders will only be entitled to nominate Long Term PTRs allocated under the Long Term Allocation Rules to the extent provided for under these Long Term Nomination Rules.
4. For each hour in a Contract Day for which a Rights Document has been issued by the Allocation Platform, each PTR Holder may nominate the PTR on the Nomination Platform at mid-interconnector (as defined in the applicable Business Rules) up to but not exceeding the amount set out in the Rights Document in the relevant direction for that hour ("**Mid-Interconnector Nomination**").
5. For the avoidance of doubt, the Nomination Platform will reject a Nomination in its entirety for the Contract Day where the corresponding Mid-Interconnector Nomination(s) in one or more hours exceed(s) the PTR Holder's rights set out in the applicable Rights Document(s).
6. The Mid-Interconnector Nomination for each hour in the Contract Day must be expressed in whole MW, with a single value, greater than or equal to zero, for each hour.
7. In the absence of a Nomination by a PTR Holder in a direction, the corresponding Mid-Interconnector Nominations are assumed to be equal to zero.
8. Each PTR Holder may authorise a third party to submit Nominations on its behalf and the Nomination Platform shall accept such third party Nominations provided that a) they are made in accordance with these Nomination Rules; and b) such third party complies at all times with the requirements identified in Article 3(a – c) of these Nomination Rules. Any PTR Holder which authorises a third party to Nominate on its behalf shall procure that the third party complies with these Nomination Rules in its access of the Nomination Platform.

## **Article 6**

### **Nomination timings**

1. PTR Holders can submit Long Term Mid-Interconnector Nominations in accordance with the Business Rules.
2. Under exceptional circumstances Registered Participants will be informed at the earliest opportunity of new timings where these situations arise at the earliest opportunity.
3. All timings in these Long Term Nominations Rules are CET, unless stated otherwise.

## **Article 7**

### **Format of nomination and communication**

1. Each Registered Participant must notify its Nominations electronically to the Nomination Platform. The Nomination Platform supports two ways of communication of Nominations:
  - Web form interface;
  - Web services communication.

2. Nominations shall be submitted in the formats specified by the relevant TSO(s) in the Information System Rules and pursuant to any other technical requirements provided via the Nomination Platform to the Registered Participants.
3. The Nomination Platform will acknowledge receipt of each Nomination to the relevant Registered Participant by a message indicating that the Nomination has been correctly registered.
4. Only Nominations confirmed via the Nomination Platform (or by a TSO pursuant to Article 7 paragraph 5) as correctly registered shall be valid.
5. Notwithstanding Article 7(1), in the event of a problem of communication between a PTR Holder and the Nomination Platform or in the event of technical issues affecting the operation of the Nomination Platform, the PTR Holder may contact the single point of contact of the relevant Interconnector (as determined by the relevant TSO(s)) to request, in respect of Nominations periods for which Nomination Gate closure has not occurred, the possibility to send applicable Nominations by email.

### **TITLE 3**

#### **Miscellaneous**

##### **Article 8**

##### **Effective date and application**

1. The initial version of these Nomination Rules shall come into force in accordance with the General Provisions. Any subsequent revision shall enter into force pursuant to a notice provided by the TSO in accordance with the relevant decisions of the National Regulatory Authorities and on the date announced by the Allocation Platform and shall, if applicable, modify the  
28 days prior written notice.

##### **Article 9**

##### **Additional Nomination Information**

1. Cancellation of a Nomination Gate:
  - a. Should the Nomination Platform cancel a Long Term Nomination Gate, the PTR Holder's corresponding Physical Transmission Rights set out in the Rights Document will be compensated in accordance with Article 48A of the Long Term Allocation Rules.
2. Treatment of Nominations following curtailment:
  - a. In case of curtailment due to an emergency situation or Force Majeure ahead of the relevant Long Term Nomination Gate closure, the Rights Documents will be updated and the following will apply:

- i. Where a PTR Holder has already issued a Nomination above its updated Rights Document, the Nomination Platform will automatically reduce the Nomination in line with the updated Rights Document and inform the PTR Holder of such reduction.
    - ii. Where a PTR Holder has not issued a Nomination above its updated Rights Document, then the original Nomination will be retained.
    - iii. Where a PTR Holder has not issued a Nomination and in the case of Nomination after receipt of the updated Rights Document, then the normal Nomination process shall apply.
  - a. In case of any update of Rights Documents between the Long Term Nomination Gate Closure and the day-ahead firmness deadline the nominations submitted by the PTR Holders may be curtailed in accordance with the procedure described in the Allocation Rules.
- 3. Default Nominations:
  - a. Default Nominations can be activated by a PTR Holder for Long Term Nominations. Where a default Nomination is activated, all Mid-Interconnector Nominations would be automatically generated at the value set out in the Rights Document for each hour of that Contract Day.
  - b. The registered default Nomination is considered as a schedule of Mid-Interconnector Nomination submitted by a PTR Holder at the opening of the Nomination Gate. This Mid-Interconnector Nomination is considered as valid once confirmed as such by the Nomination Platform or by the relevant TSO(s).
  - c. A PTR Holder may modify the Mid-Interconnector Nomination resulting from the default Nomination within the Nomination Gate in accordance with the normal Nomination process.
  - d. A PTR Holder may deactivate its default Nomination on the Nomination Platform at any time. Where such deactivation is received by the Nomination Platform after the opening of the Nomination Gate, any existing valid Mid-Interconnector Nomination resulting from a Default Nomination remains unchanged.
- 4. Deemed Metered Volumes:
  - a. When a PTR Holder submits a valid Mid-Interconnector Nomination, then the Nomination Platform will ensure that a corresponding Deemed Metered Volume, adjusted for losses and for any reductions in Mid-Interconnector Nominations as a result of curtailment pursuant to the Allocation Rules, is allocated to the relevant PTR Holder using the allocation rules in the applicable Business Rules.

## **Article 10 Amendment**

1. Any amendment to these Long Term Nomination Rules shall be subject to approval by the National Regulatory Authorities.

## **Article 11 Liability**

1. Each TSO and each PTR Holder is solely and individually responsible for the fulfilment of any obligation they undertake or are subject to and which arises from or is in connection with these Long Term Nomination Rules and the Nomination Participation Agreement.
2. Subject to any other provisions of the Nomination Rules each TSO shall only be liable for damages caused by:
  - (b) fraud, gross negligence or wilful misconduct.
  - (c) death or personal injury arising from its negligence or that of its employees, agents or subcontractors.
3. A PTR Holder shall indemnify and keep indemnified each TSO and its officers, employees and agents from and against any and all loss or liability (including legal costs) related to a damage that it has caused, which (i) any of them may suffer or (ii) incur by reason of any claim by any third party on account of any and all loss (whether direct or indirect) suffered by the claimant or any of the claimant's officers, agents, subcontractors or employees in connection with the Nomination Rules and the PTR Holder's use of the Nomination Platform (including any use by a third party authorised by such PTR Holder pursuant to Article 5(10)).
4. Each TSO and each PTR Holder acknowledges and agrees that it holds the benefit of paragraph 3 of this Article for itself and as trustee and agent for its officers, employees and agents.
5. The PTR Holder shall be solely responsible for its participation in Nominations including but not limited to the following cases:
  - c) the timely submission of Notifications by the PTR Holder;
  - d) technical failure of the information system on the side of the PTR Holder preventing the communication via the channels foreseen in accordance with these Long Term Nomination Rules.
6. PTR Holders shall not be entitled to compensation for breach of these Long Term Nomination Rules other than the remuneration described in Article 9(1) of these Long Term Nomination Rules and for damages relating to those causes set out in paragraph 2 above.
7. In addition to paragraph 3 of this article, the PTR Holder shall be liable to each TSO with respect to any sanctions, penalties, or charges that may be imposed by financial authorities on the applicable TSO(s) for incorrect tax treatment due to wrong or incomplete information provided by the Registered Participant.
8. This Article survives the termination of the PTR Holder's Nomination Participation Agreement.

## **Article 12**

### **Dispute Resolution**

1. Without prejudice to paragraphs 6 and 7 of this article, where there is a dispute the TSO(s) and the PTR Holder shall first seek amicable settlement through mutual consultation pursuant to paragraph 2 below. For this purpose, the party raising the dispute shall send a notification to the other party indicating:
  - d) the existence of a Nomination Participation Agreement between the disputing parties;
  - e) the reason for the dispute; and



- f) a proposal for a future meeting, physical or not, with a view to settle the dispute amicably.
2. The Parties shall meet within twenty (20) Working Days after the matter has been referred to them and seek to resolve the dispute. If no agreement is reached or no response received within a period of thirty (30) Working Days from the date of the aforementioned notification, either Party may refer the matter to the senior management of the Parties to resolve the dispute pursuant to paragraph 3.
3. The senior representative of each of the TSOs and the PTR Holder with authority to resolve the dispute shall meet within twenty (20) Working Days of a request to meet and seek to resolve the dispute. If the representatives are unable to resolve the dispute within twenty (20) Working Days of the meeting or such longer time as may be agreed then the dispute shall be determined by arbitration in accordance with paragraph 4.
4. Where a dispute is to be referred to arbitration under paragraph 3, either the TSO or the PTR Holder may give notice to the other stating the nature of the dispute and referring the dispute to arbitration. Arbitration shall be conducted in accordance with the Rules of Arbitration of the Chamber of Commerce (ICC). The arbitration shall be conducted before one (1) arbitrator to be nominated upon agreement of the Parties unless a Party requests the appointment of three (3) arbitrators. In case of one (1) arbitrator, the Parties shall agree on the nomination of the arbitrator within two (2) months after the notice was given by the Party referring the dispute to arbitration. If no agreement can be found, the arbitrator shall be appointed by the ICC Court. In case of three (3) arbitrators the claimant shall nominate one (1) arbitrator and the respondent shall nominate one (1) arbitrator. The arbitrators nominated by each Party shall then nominate the chairman of the arbitral tribunal within three (3) Working Days from the confirmation of the appointment of the second arbitrator by the respondent. If the arbitrators nominated by each party cannot agree on the appointment of the chairman, the chairman shall be appointed by the ICC Court. The arbitration shall take place in the location of one of the TSOs premises unless otherwise defined in the Nomination Participation Agreement and in accordance with the governing law of these Nomination Rules while the language of the arbitration proceedings shall be English. The emergency arbitrator provisions according to the Rules of Arbitration of the Chamber of Commerce shall not apply but the interim or injunctive relief measures under the governing law shall apply.
5. Arbitration awards shall be final and binding on the TSO(s) and the relevant PTR Holder as from the date that they are made. The TSO and the Registered Participant shall carry out any award of an arbitration relating to any dispute without delay and each waive their right to any form of appeal or recourse to a court of law or other judicial authority, in so far as such waiver may validly be made.
6. Notwithstanding paragraphs 3 and 4 of this Article, the parties may jointly agree to apply court proceedings instead of arbitration to settle a dispute arisen in connection with the Nomination Rules.
7. The Parties agree that proceedings referred to in paragraph 6 may be brought in any competent court to hear such claim. The PTR Holder irrevocably waives any objection which it may have now or hereafter regarding the venue of such proceedings in any competent court and any claim that any such proceedings have been brought in an inconvenient forum.
8. Notwithstanding any reference to amicable settlement, or arbitration under this Article, the TSO and the Registered Participant shall continue to perform their respective obligations under the Nomination Rules and the PTR Holder's Nomination Participation Agreement.

9. This Article survives the termination of the Registered Participant's Nomination Participation Agreement.

### **Article 13**

#### **Force Majeure**

1. A TSO or a PTR Holder, which invokes Force Majeure, shall promptly send to the other party a notification describing the nature of Force Majeure and its probable duration and shall continue to furnish reports with respect thereto with reasonable frequency during the period of Force Majeure. The party invoking the Force Majeure shall make every possible effort to limit the consequences of the Force Majeure.
2. The affected obligations, duties and rights of a party subject to Force Majeure shall be suspended from the beginning of Force Majeure, with the exception of the confidentiality provisions in accordance with Article 15.
3. Suspension under paragraph 2 is subject to the following:
  - a) suspension will be of no greater scope and of no longer duration than is required by the Force Majeure;
  - b) the suspension applies only for so long as the Party invoking to Force Majeure is using reasonable efforts to remedy their inability to perform.
4. The consequences of a Force Majeure event, which is not subject to any discussion or litigation between a TSO and the PTR Holder, are
  - (d) the party invoking Force Majeure cannot be held responsible to pay compensation for any damage suffered, due to the non-performance or partial performance of all or any of its obligations under the Nomination Rules during the Force Majeure and when such non-performance or partial performance is due directly to Force Majeure;
5. If the Force Majeure continues for a period longer than six (6) months, each TSO or each PTR Holder may, by notice to the other given at any time while the Force Majeure continues beyond that period, unilaterally terminate the Nomination Participation Agreement. The termination shall take effect ten (10) Working Days after the notice is given or any later date specified in the notice.

### **Article 14**

#### **Notices**

1. Unless otherwise expressly provided in the Nomination Rules, all notices or other communications shall be in writing between each TSO and each PTR Holder and shall be sent to the email address and if not possible, by letter and marked for the attention of the other Party's representative as set out in the applicable Nomination Participation Agreement.
2. All notices or other communications shall be given by letter delivered by hand against receipt or sent by registered mail or courier in the following cases:
  - a) the conclusion of the Nomination Participation Agreement;
  - b) the suspension and termination of the Nomination Participation Agreement.

3. All notices or other communications shall be deemed to have been received:
  - a) in the case of delivery by hand, when delivered against receipt; or
  - b) in the case of recorded delivery prepaid post, on the day following the recorded day of delivery; or
  - c) in the case of email, when delivered to the other party but only if an acknowledgement of receipt is requested and obtained by the party sending the e-mail.
4. If a notice or other communication has been received outside normal Working Hours on a Working Day, it is deemed to have been received at the opening of business on the next Working Day.

### **Article 15**

#### **Confidentiality**

1. The Nomination Participation Agreement and any other information exchanged relating to its preparation and the application of a market participant shall be considered as confidential.
2. Each TSO and each PTR Holder who is a recipient of confidential information in relation to these Nomination Rules shall preserve the confidentiality of such information and shall not directly or indirectly reveal, report, publish, disclose, transfer or use any item of the confidential information otherwise than for the purpose for which it was disclosed.
3. Notwithstanding paragraph 2 of this Article, each TSO or a PTR Holder may disclose confidential information of the disclosing party to a third party with the other party's prior consent expressed in writing and subject to the condition that the receiving party has given assurance that such third party is bound by equivalent confidentiality obligations as set out in the Nomination Rules directly enforceable by the other party.
4. Notwithstanding paragraph 2 of this Article each TSO or a PTR Holder may disclose confidential information of a disclosing party:
  - a) to the extent expressly permitted or contemplated by the Nomination Rules;
  - b) to any person who is one of the directors, officers, employees, agents, advisers or insurers of the recipient and who needs to know the confidential information in connection with the Nomination Rules;
  - c) as far as required in order to comply with applicable national legislation or any other relevant national regulatory, legislative or administrative acts such as grid codes;
  - d) as far as required by a competent regulatory authority, court, arbitrator or administrative tribunal or an expert in the course of proceedings before it to which the recipient is a party;
  - e) as may be required by the relevant TSOs for the proper fulfilment of their mission and their obligations in accordance with applicable laws and these Nomination Rules by themselves or through agents or advisers; or
  - f) as far as required in order to obtain clearances or consents from a competent authority (including the National Regulatory Authorities).

5. Moreover, the obligations arising from this Article shall not apply:
  - a) if the party which receives the information can prove that at the time of disclosure, such information was already publicly available;
  - b) 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;
  - c) 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 participant can be deduced;
  - d) to information whose publication is explicitly provided for by the present Nomination Rules.
6. The obligations of confidentiality in this Article shall remain valid for a period of five (5) years after termination of a PTR Holder's Nomination Participation Agreement.
7. The signature of a Nomination Participation Agreement and the exchange of confidential information do 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 Nomination Rules.

#### **Article 16**

##### **Assignment and Subcontracting**

1. Each TSO may assign, novate or otherwise transfer any of its rights or obligations under a Nomination Participation Agreement or the Nomination Rules to another party. The TSO shall notify an affected PTR Holder of the change by sending an email with acknowledgment of receipt as soon as possible and in any event at least ten (10) Working Days before the date on which the change takes effect.
2. A PTR Holder may not assign, novate or otherwise transfer any of its rights or obligations under its Nomination Participation Agreement(s) or the Nomination Rules without the prior written consent of the relevant TSO(s).
3. Nothing in this Article shall prevent a TSO or PTR Holder from entering into a subcontracting agreement in relation to the Nomination Rules. Entry into a subcontracting agreement by a PTR Holder does not relieve the Registered Participant of any obligation or liability under its Nomination Participation Agreement(s) or the Nomination Rules.

#### **Article 17**

##### **Intellectual Property**

No party shall acquire any right, title, licence or interest in or to any intellectual property rights of the other party in connection with the Nomination Rules.

#### **Article 18**

##### **Relationship of the Parties**

1. The relationship of each TSO and the PTR Holder via the applicable Nomination Participation Agreement is that of service provider and service user respectively. Except as expressly provided in the Nomination Rules, nothing contained or implied in the Nomination Rules constitutes or is deemed to constitute a TSO or a Registered Participant, the partner, agent or legal representative of the other for any purpose whatsoever or to create or be deemed to create any partnership, agency or trust between a TSO and a PTR Holder.
2. The PTR Holder acknowledges that neither a TSO nor any person acting on behalf of or associated with a TSO makes any representation, gives any advice or gives any warranty or undertaking of any kind in respect of the Nomination Rules, the Nomination Participation Agreements or the disclosed information or otherwise in relation to or in connection with the Nomination Rules, the Nomination Participation Agreements and the disclosed information or arrangement contemplated by the Nomination Rules, the Nomination Participation Agreements and the disclosed information except as specifically provided in these Nomination Rules or a Nomination Participation Agreement.

### **Article 19**

#### **No Third Party Rights**

Each TSO and each PTR Holder acknowledges and agrees that a person who is not a party to the applicable Nomination Participation Agreement between them, including any other market participant, has no rights to enforce the Nomination Rules or the applicable Nomination Participation Agreement as between the TSO and the PTR Holder.

### **Article 20**

#### **Waiver**

1. No omission to exercise or delay in exercising any right, power or remedy provided by law or under the Nomination Rules shall impair or constitute a waiver of such or any other right, power or remedy. No single or partial exercise of any such right, power or remedy precludes or impairs any other or further exercise thereof or the exercise of any other right, power or remedy provided by law or under the Nomination Rules.
2. Any waiver of any right, power or remedy under the Nomination Rules must be in writing and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated, any waiver is effective only in the instance and only for the purpose for which it is given.

### **Article 21**

#### **Remedies Exclusive**

The rights and remedies provided by the Nomination Rules and the applicable Nomination Participation Agreement to each TSO and each PTR Holder are exclusive and not cumulative and, to the extent permissible by law, shall exclude and be in place of all substantive (but not procedural) rights or remedies expressed or implied and provided by law or statute in respect of the subject matter of the Nomination Rules and the applicable Nomination Participation Agreement. Accordingly, each TSO and each PTR Holder hereby waives to the fullest extent possible all such rights and remedies provided by law or statute, and releases each other of them if it is liable to any other of them, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by law or statute in respect

of the matters dealt with in the Nomination Rules and the Nomination Participation Agreement and undertakes not to enforce any of the same except as expressly provided herein.

## **Article 22**

### **Language**

The reference language for these Nomination Rules shall be English. For the avoidance of doubt, where TSOs need to translate these Nomination Rules into their national language(s), in the event of inconsistencies between the English version published by TSOs on their website and any version in another language the relevant TSOs shall, in accordance with national legislation, provide the relevant NRAs with an updated translation of the Nomination Rules.

## **Article 23**

### **Governing Law**

These Nomination Rules and any non-contractual obligations arising out of or in connection with them will be governed by English law.

**Annex 1**  
**Business Rules for Interconnectors**  
**Deemed Metered Volume Allocation**

**1. Introduction**

When a PTR Holder submits a valid Mid-Interconnector Nomination, then the Nomination Platform will ensure that a corresponding Deemed Metered Volume, adjusted for losses on the Interconnector and for any reductions in Mid-Interconnector Nominations as a result of curtailment, is allocated to the relevant PTR Holders using the Deemed Metered Volume allocation rules set out in this annex.

**2. Losses**

The physical flow on each interconnector is subject to losses. For each interconnector the Nomination Platform will apply a Loss Factor (“LF”) to calculate each PTR Holder’s share of the losses in accordance with paragraph 3 of this Annex. The Loss Factor is symmetrical between Mid-Interconnector and either end of the Interconnector.

The Loss Factor to be applied is published on the relevant TSO(s) websites. If there is a requirement to change the Loss Factor at any time, then PTR Holders shall be notified at least five (5) working days before the change is to take effect.

**3. Adjustment for losses**

For the purposes of the Balancing and Settlement Code, the Nomination Platform will send to the Settlement Administration Agent (as defined in that Code) a program called BM Unit Metered Volume expressed in kWh at the relevant GB onshore grid connection point in half-hourly points and calculated by this formula:

a. for a BM Unit in the direction from France to England:  
 $BMUMV = (1-LF) * DMV$ ; and

b. for a BM Unit in the direction from England to France:

$$BMUMV = (1+LF) * DMV.$$

For the purpose of the RTE Settlement Arrangements and for an export from France to England, the Nomination Platform will send to RTE (in its capacity as Transmission System

Operator) a program called “Programme d'Export France” expressed in kWh at the relevant French onshore grid connection point in half-hourly points and calculated by this formula:

$$PEM = (1+LF) * DMV$$

For the purpose of the RTE Settlement Arrangements and for an import from England to France, the Nomination Platform will send to RTE a program called “Programme d'Import France” expressed in

kWh at the relevant French onshore grid connection point in half-hourly points and calculated by this formula:

$$PIM = (1-LF)*DMV.$$

In the above paragraphs, “DMV” means the Deemed Metered Volume calculated for that Registered Participant for that Settlement Period.