

IFA Interconnector's Border Specific Annex to the Harmonised Allocation Rules for long-term transmission rights in accordance with Article 52 of Commission Regulation (EU) 2016/1719 of 26 September 2016 establishing a Guideline on Forward Capacity Allocation

**17<sup>th</sup> April 2017**

# CHAPTER 1

## General Provisions

### Section 1 Subject-matter and scope

1. In accordance with Article 4 (*Regional specificities*) of the Allocation Rules regional or border specificities may be introduced for one or more Bidding Zone borders. Rules described in this Annex apply to the France-England border comprising the “Interconnexion France-Angleterre (IFA)” (the “Border”).
2. The capitalised terms used in this Annex are defined in the Allocation Rules to which this Annex is attached or in the IFA Access Rules unless otherwise specified below:

**Capacity Shortage** has the meaning set out in Section 14 of this Annex;

**IFA** has the meaning given to the term “Interconnector” under the Allocation Rules;

**IFA Access Rules** shall mean the Access Rules relating to the IFA published by National Grid and RTE but, for the avoidance of doubt, not including the Allocation Rules;

**Mid Channel Day Ahead Market Spread** means, in relation to a Contract Day and a specific hour and direction:

(i) when an Implicit Daily Auction occurs, the difference of the power exchange prices (in €/MWh) on the British and French day ahead markets a/ as adjusted at Mid Channel by application of the Loss Factor for such Contract Day and specific hour and b/ as set the day prior to the Contract Day by the Implicit Allocation Algorithm in €/MWh (such power exchanges to be chosen by the Allocation Platform in its absolute discretion from time to time) and

c/ as published by the Allocation Platform; and

(ii) when an Implicit Daily Auction has been cancelled, the difference of those power exchange prices (in €/MWh) on the British and French day ahead markets a/ as adjusted at Mid Channel by application of the Loss Factor for such Contract Day and specific hour and b/ as calculated by the Allocation Platform using the Exchange Rate and c/ as published by the Allocation Platform;

and for the avoidance of doubt the Mid Channel Day Ahead Market Spread for the direction France to England for a Contract Day and a specific hour is:

Price GB \* (1 - Loss Factor) - Price FR \* (1 + Loss Factor) where:

- Price GB is the chosen power exchange price (in €/MWh) on the British day ahead market for such Contract Day and specific hour

- Price FR is the power exchange price (in €/MWh) on the French day ahead market for such Contract Day and specific hour;

And vice versa for the direction England to France:

Price FR \* (1 - Loss Factor) - Price GB \* (1 + Loss Factor)

3. By way of amendment to Article 2 (*Definitions and interpretation*) of the Allocation Rules, the definition of “Information System Rules” shall mean 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 IFA Access Rules.

*Section 2*  
*Effective date and application*

1. The Allocation Rules and this Annex shall apply to Long Term Transmission Rights and all other rights and obligations in relation to the Border including those acquired before but with all or part of the delivery period occurring after the date on which the Allocation Rules and this Annex take effect in accordance with Article 5 of the Allocation Rules.
  
2. The provisions of Section(s) 1(3), 3, 4, 7, 8, 12, 15(3), 15(5), 18(2), 19, 21, 22(1) and 22(2) of this Annex shall cease to apply with effect from the sooner of;
  - (i) the date on which the first Rights Documents applicable to IFA are published by the Single Allocation Platform (as defined under Commission Regulation (EU) 2016/1719) and;
  
  - (ii) the date published by the Allocation Platform with a notice published thirty (30) days prior on the website of the Allocation Platform .

## Chapter 2

### Requirements and process for participation in Auctions and Transfers

#### *Section 3*

#### *Participation Agreement conclusion*

1. By way of amendment to Article 7(1) (*Participation Agreement conclusion*) of the Allocation Rules, as part of its application to be a party to a Participation Agreement, the Registered Participant shall submit three (3) signed copies of the Participation Agreement to the Allocation Platform.

## **CHAPTER 3**

### **Collaterals**

#### *Section 4*

##### **Collaterals**

1. By way of amendment to Article 20(e) (*Form of cash deposit*) of the Allocation Rules, 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.
2. By way of amendment to Article 21 (*Form of Bank Guarantee*) of the Allocation Rules, the requirement to provide a Bank Guarantee may be satisfied by delivery of an equivalent instrument (“Alternative Guarantee”) in terms acceptable to the Allocation Platform, issued by a financial institution other than a bank, with a long term credit rating meeting the requirements of paragraph 3 below.
3. By way of amendment to Article 21(1)(h) (*Form of Bank Guarantee*) of the Allocation Rules, the bank issuing the Bank Guarantee or the issuer of any Alternative Guarantee accepted by the Allocation Platform under paragraph 2 above must have a long term credit rating of not less than A- by Standard and Poor’s Corporation, A- by Fitch or A3 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.

#### *Section 5*

##### **Credit Limit**

For the purposes of calculating the Credit Limit under Article 23 (*Credit Limit*) of the Allocation Rules and Chapter 3 (*Collateral*) of the IFA Access Rules, any outstanding payment obligations of the Registered Participant under any set of rules applicable to IFA capacity allocation (this may include, but not limited to, the IFA Access Rules and the Fallback Procedures methodology defined by Article 44 of the CACM Regulation) shall additionally be taken into account. This shall include but not be limited to day-ahead fallback explicit auctions and explicit intraday auctions.

#### *Section 6*

##### **Calls on collaterals**

The right of the Allocation Platform to call upon the collaterals of a Registered Participant in respect of the Border under Article 26 (*Calls on collaterals*) of the Allocation Rules and

Chapter 3 (*Collateral*) of the IFA Access Rules shall additionally apply in relation to any sum invoiced under any set of rules applicable to IFA capacity allocation (this may include, but not limited to, the IFA Access Rules and the Fallback Procedures methodology defined by Article 44 of the CACM Regulation) that a Registered Participant has failed to pay by the due date for payment. This shall include but not limited to day-ahead fallback explicit auctions and explicit intraday auctions.

## **Chapter 4 – Not Used**

## **Chapter 5**

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

#### *Section 7*

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

By way of amendment to Article 39 (*Process of the return*) of the Allocation Rules, the notifications of returns of Long Term Transmission Rights can only be achieved directly by the Long Term Transmission Right Holder(s). For the avoidance of doubt, the sending of a notification indirectly through a third party will not be accepted.

## **Chapter 6**

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

#### *Section 8*

#### **Transfers**

By way of amendment to Article 42 (*Process of the transfer*) of the Allocation Rules, the notifications of transfers of Long Term Transmission Rights can only be achieved directly by the Long Term Transmission Right Holder(s). For the avoidance of doubt, the sending of a notification indirectly through a third party will not be accepted.



## **CHAPTER 7**

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

#### *Section 9*

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

1. By way of amendment of Article 48(1)(a)&(b) (*Remuneration of Long Term Transmission Rights holders for non-nominated Physical Transmission Rights and Financial Transmission Rights Options*) of the Allocation Rules, the price is to be adjusted to reflect transmission losses over the IFA.
2. The price shall be:
  - a. The maximum of (a) 0€/MWh and (b) the Mid Channel Day Ahead Market Spread in the direction of the Long Term Transmission Rights of the day-ahead Implicit Allocation or fallback explicit daily allocation in which that Cross Zonal Capacity was reallocated.
  - b. When the daily Offered Capacity for the Implicit Allocation or fallback explicit daily allocation is not fully allocated for a specific hour in the direction of the Long Term Transmission Rights in which Cross Zonal Capacity was reallocated then there will be no payment from the Allocation Platform to the Registered Participants for this specific hour.

#### *Section 10*

##### *Cancellation of a Long Term Nomination Gate*

In the event of technical difficulties with the Auction Tool, the Allocation Platform may be forced to cancel a Long Term Nomination Gate Closure. In that case, the Allocation Platform shall inform the Registered Participants as soon as practicable of such cancellation. 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 (*Remuneration of Long Term Transmission Rights holders for non-nominated Physical Transmission Rights and Financial Transmission Rights*) of the Allocation Rules and as amended by Section 9 to incorporate transmission losses. For the avoidance of doubt, the remuneration described in this Section 10 shall be considered as remuneration paid in accordance with Article 48 of the Allocation Rules, and therefore shall be included in the calculation of the monthly compensation cap pursuant to Article 59(3) of the Allocation Rules.

#### *Section 11*

##### *Deemed Metered Volumes*

When a Registered Participant submits a valid Mid-Channel Nomination, then the Allocation Platform will ensure that a corresponding Deemed Metered Volume, adjusted for losses on the IFA 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 allocation rules set out in Annex 2: "Deemed Metered Volumes Allocation" of the IFA Access Rules.

*Section 12*  
*Rights Document*

By way of amendment to Article 47(2) (*Rights Document*) of the Allocation Rules, the Allocation Platform shall send the Rights Document daily and no later than at 16:15 p.m. on the second (2nd) day preceding the delivery day via the Auction Tool to the Registered Participant.

**Chapter 8 – Not used**

## CHAPTER 9 Curtailment

### Section 13 Curtailment general provisions

1. Curtailment shall be carried out for the Border in accordance with this chapter of the Annex and in conjunction with Chapter 9 (*Curtailment*) of the Allocation Rules. This chapter should be read in conjunction with Chapter 10 (*Curtailment*) of the IFA Access Rules published on the websites of National Grid and RTE which cover the curtailment of Daily and Intraday Interconnector Capacity and Daily and Intraday MCNs.
2. A Capacity Shortage shall be automatically deemed by the Allocation Platform as requiring a curtailment to ensure operation remains within the applicable Operational Security Limits to the extent it occurs before the Day-Ahead Firmness Deadline.
3. For the purposes of Chapter 9 (*Curtailment*) of the Allocation Rules any calculation of the “Market Spread” as defined in the Allocation Rules shall be calculated as the Mid Channel Day Ahead Market Spread (and such calculation shall be subject to the cap set out in Section 17 of this Annex).
4. Long Term MCNs may be curtailed ex-post after Long Term Nomination Gate Closure whether before or after the DAFD in accordance with this Annex.

### Section 14 Capacity Shortage

1. A Capacity Shortage occurs on IFA for any minute in a direction if:

$$IC_{dir} < \Sigma \text{Capa}_{dir}^{GNC} + \Sigma \text{MCN}_{dir}^{GC} - \Sigma \text{MCN}_{opp}^{GC}$$

where:

- a.  $IC_{dir}$  is the value of the Interconnector Capability at that time in that direction; and
- b.  $\Sigma \text{Capa}_{dir}^{GNC}$  is the sum of the Interconnector Capacity rights across all Registered Participants in that direction, including Daily and Intraday rights allocated under the IFA Access Rules, for any Timescale for which Nomination Gate Closure has not yet occurred, (before curtailment of these rights in respect of the relevant Capacity Shortage); and
- c.  $\Sigma \text{MCN}_{dir}^{GC}$  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 curtailment of that MCN in respect of the relevant Capacity Shortage in accordance with this Annex or the IFA Access Rules); and
- d.  $\Sigma \text{MCN}_{opp}^{GC}$  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 this Annex or the IFA Access Rules),

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

### *Section 15*

#### *Curtailment of Long Term Transmission Rights to ensure operation remains within Operational Security Limits before DAFD*

1. In order to ensure operation remains within applicable Operational Security Limits (pursuant to Section 13(2) of this Annex or otherwise) 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 paragraphs 2, 3, 4 and 5 of this Section 15.
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. For the avoidance of any doubt, the long term capacity rights shall be curtailed in the following order: from the shortest Product Period duration to the longest Product Period duration. Products with the same Product Period duration will be curtailed in the same proportions.
4. 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 DAFD, 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.
5. 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 Section 19 shall apply.

### *Section 16*

#### *Compensation of curtailed Long Term Transmission Rights to ensure operation remains within Operational Security Limits before DAFD*

By way of amendment of Article 59 (*Compensation for curtailments to ensure operation remains within Operational Security Limits before the Day Ahead Firmness Deadline*) of the Allocation Rules, the compensation payable with respect to curtailment of Long Term Transmission Rights to maintain operation within applicable Operational Security Limits shall be calculated to reflect transmission losses over the IFA. Holders of curtailed Long Term Transmission Rights under either Section 15 of this Annex shall therefore be entitled to receive reimbursement equal to:

- a. The maximum of (a) 0€/MWh and (b) the Mid Channel Day Ahead Market Spread (subject to the caps set out in Section 17 of this Annex) in the direction of the Long Term Transmission Rights of the day-ahead Implicit Allocation or fallback explicit daily allocation in which that Cross Zonal Capacity was reallocated.
- b. When the daily Offered Capacity for the Implicit Allocation or fallback explicit daily allocation is not fully allocated for a specific hour in the direction of the Long Term Transmission Rights in which Cross Zonal Capacity was reallocated then there will be no payment from the Allocation Platform to the Registered Participants for this specific hour.

*Section 17*  
*Curtailement Compensation Caps*

1. In accordance with Article 59(3) (*Compensation for curtailments to ensure operation remains within Operational Security Limits before the Day Ahead Firmness Deadline*) a monthly compensation cap will be applied.

*Section 18*  
*Curtailement of non-nominated and nominated Physical Transmission Rights due to an emergency situation after DAFD*

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 IFA Access 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 IFA Access 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 this Annex; 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 this Annex.
3. Should an Implicit Daily Auction be cancelled and the associated fallback Explicit Daily Auction also 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.

*Section 19*  
*Curtailement 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 in Section 18 of this Annex for curtailment after DAFD and curtailed in the order defined in Section 15 of this Annex for curtailment before DAFD.

## Section 20

### *Compensation of curtailed nominated and non-nominated Physical Transmission Rights due to an emergency situation after DAFD*

By way of amendment of Article 61 (*Reimbursement or compensation for curtailments due to Force Majeure or emergency situation after the Day Ahead Firmness Deadline*) of the Allocation Rules, the compensation payable with respect to curtailment of Long Term Transmission Rights in the event of an emergency situation shall be calculated to reflect transmission losses over the IFA. Holders of curtailed Long Term nominated and non-nominated Physical Transmission Rights under Section 18 of this Annex shall be entitled to receive reimbursement for the corresponding curtailed units on the basis of the following principles:

- a) The maximum of (a) 0€/MWh and (b) the Mid Channel Day Ahead Market Spread in the direction of the Long Term Transmission Rights of the day-ahead Implicit Allocation or fallback explicit daily allocation in which that Cross Zonal Capacity was reallocated.
- b) When the daily Offered Capacity for the Implicit Allocation or fallback explicit daily allocation is not fully allocated for a specific hour in the direction of the Long Term Transmission Rights in which Cross Zonal Capacity was reallocated then there will be no payment from the Allocation Platform to the Registered Participants for this specific hour.

## **CHAPTER 10**

### **Invoicing and Payment**

#### *Section 21*

##### *Invoicing and payment conditions*

1. Article 65(8) (*Invoicing and payment conditions*) of the Allocation Rules shall not apply in respect of the Border and the following shall apply in its place:
- “8. Payments by the Registered Participant under paragraph 7 of this Article shall be made as follows:
  - a. 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; or
  - b. alternatively, the Allocation Platform shall, subject to prior agreement with the Registered Participant, collect the payment automatically from any bank account other than the dedicated Business Account (which, for the avoidance of doubt, may only be used for the purposes of holding collateral) of the Registered Participant on the due date of the invoice.

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 (as amended by the Annex). Once the alternative procedure is agreed, it shall be deemed to be valid until otherwise agreed between the Registered Participant and the Allocation Platform.”

#### *Section 22*

##### *Directional invoicing*

1. By way of amendment of Article 65(2)-(8) (inclusive) (*Invoicing and Payment Conditions*) of the Allocation Rules, unless notified otherwise, National Grid will invoice the Registered Participant for the Long Term Transmission Rights acquired in the direction “England to France”, and RTE will invoice the Registered Participant for the Long Term Transmission Rights acquired in the direction “France to England”.
2. Not later than the 11th Working Day of each month M, National Grid and RTE will send by postmail (or by any other means as indicated from time to time by the Allocation Platform) to the Registered Participant an invoice or credit note stating:
  - i. 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 3rd Working Day of month M;
  - ii. 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 3rd Working Day of month M-1;

- iii. 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;
  - iv. 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 3rd Working Day of month M;
  - v. 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 3rd Working Day of month M-1;
  - vi. 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;
  - vii. the amount payable by the Allocation Platform in respect of non-nominated Long Term Transmission Rights;
  - viii. 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;
  - ix. any amounts payable or credits due to the Registered Participant by the Allocation Platform under Chapter 9 (*Curtailment*) as amended by this Annex;
  - x. any taxes payable by the Registered Participant or the Allocation Platform in respect of amounts in the invoice;
  - xi. 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
  - xii. any other information required to be included in the invoice under English or French law.
3. 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.
  4. The invoice may include other payment obligations of the Registered Participant under any set of rules applicable to IFA capacity allocation (this may include, but not limited to, the IFA Access Rules and the Fallback Procedures methodology defined by Article 44 of the CACM Regulation).



# **CHAPTER 11**

## **Miscellaneous**

### *Section 23*

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

By way of clarification to Article 68(6) (*Duration and amendment of Allocation Rules*) of the Allocation Rules, the biennial review required of the Allocation Rules and the border and /or regional specific annexes included with the Allocation Rules by the relevant TSOs shall be treated as satisfied to the extent that any such review is undertaken in accordance with the requirements of competent National Regulatory Authorities.