

- performance of this Participation Agreement and any rights under the Allocation Rules and the IFA Access Rules;
- e. this Participation Agreement and rights acquired under the Allocation Rules and the IFA Access Rules constitutes its legal, valid and binding obligation, enforceable against it in accordance with their respective terms;
 - f. the Registered Participant is not insolvent and that it has no knowledge of any possible insolvency proceedings that may be brought against it in the immediate future.
4. If any of the above ceases to be true with regard to the Registered Participant at any time prior to termination of this Participation Agreement, the Allocation Platform can terminate this Participation Agreement forthwith on written notice to the Registered Participant.

Article 2 – Entry into force and term

1. This Participation Agreement shall, subject to execution by the Allocation Platform enter into force on the date hereof.
2. Each Party undertakes with the other Party to comply with and to perform its obligations in accordance with and subject to the Allocation Rules and the IFA Access Rules.
3. This Participation Agreement is valid for an indefinite period of time and can only be suspended or terminated in accordance with Article 1(4) of this Participation Agreement or as provided for in the Allocation Rules or the IFA Access Rules (together, the “Rules”) and suspension or termination shall be effective for the purposes of suspending or terminating this Participation Agreement in relation to both of the Rules.

Article 3 – Framework contract

The Participation Agreement creates a framework contract between the Allocation Platform and the Registered Participant for the allocation of Transmission Rights and the option to nominate such Transmission Rights pursuant to the Allocation Rules and the IFA Access Rules. The Parties are entering into this Participation Agreement for the purposes of giving effect to and binding themselves to the Allocation Rules insofar as they relate to the IFA and the IFA Access Rules.

The exercise by the Registered Participant of any right to nominate Transmission Rights allocated pursuant to the Allocation Rules and/or IFA Access Rules shall be entirely conditional on the Registered Participant providing evidence satisfactory to the Allocation Platform of:

- a. its accession to a Use of System Interconnector Agreement with National Grid Electricity Transmission (NGET) and the Framework Agreement established under the Connection and Use of System Code (CUSC);
- b. its accession to the Framework Agreement as defined in the Balancing and Settlement Code (BSC) together with full details of the Production and Consumption Interconnector BM Units registered to the Registered Participant under the BSC, and;
- c. its entry into an *Accord de Participation* with RTE.

The agreements referenced at a), b) and c) above shall be collectively referred to as the “**Agreements**”.

The Registered Participant shall immediately notify NGIC and RTE in the event that it ceases to be a party to any of the Agreements. The Registered Participant’s rights to nominate pursuant to the Allocation Rules and/or IFA Access Rules shall immediately cease to apply from the date of such notice.

Article 4 – General

1. This Participation Agreement shall be governed by and construed in accordance with French law. If any provision of this Participation Agreement, the Allocation Rules or the IFA Access Rules is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of any competent authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Participation Agreement, the Allocation Rules or the IFA Access Rules which shall continue in full force and effect.
2. The capitalised terms used in this Participant Agreement are defined in the Allocation Rules or in the IFA Access Rules unless otherwise specified.
3. If there is an inconsistency between any of the provisions of the Allocation Rules and the provisions of the IFA Access Rules, the provisions of the Allocation Rules shall prevail with regard to the allocation of Long Term Transmission Rights and the provisions of the IFA Access Rules shall prevail with regard to the allocation of Daily and Intraday rights and use of all Transmission Rights whether allocated pursuant to the Allocation Rules or the IFA Access Rules.
4. This Participation Agreement constitutes the entire agreement between the Parties and (with the sole exception of any prevailing Accord de Participation between the Registered Participant and RTE which shall remain in full force and effect) supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Signed by the Parties as an agreement

The Allocation Platform

Name:
Position:
Date:
Place:

Signed: _____
For and on behalf of NGIC

The Registered Participant

Name:
Position:
Date:
Place:

Signed: _____
For and on behalf of Registered Participant

Name:
Position:
Date:
Place:

Signed: _____
For and on behalf of RTE

Attachment:
Submission of information

Attachment

Submission of information

1. General information

Required information	Information submitted by market participant
(a) Name and registered address of the Registered Participant.	Company Name: Address:
(b) General contact details of the Registered Participant for the purposes of contractual notices in accordance with Article 74 (<i>Notices</i>) of the Allocation Rules.	Email: Telephone Facsimile:
(c) If the Registered Participant is a legal person, an extract of the registration of the Registered Participant in the commercial register of the competent authority.	Attached: Company number: Country of incorporation:
(d) Contact details and names of persons authorised to represent the Registered Participant and their function.	Name: Function: Email: Telephone: Facsimile:
(e) VAT registration number*	
(f) Energy Identification Code (EIC)	
(g) Bank account information to be used by the Allocation Platform for the purposes of Article 65(8) and (9) (<i>Invoicing and payment conditions</i>) of the Allocation Rules as amended by Chapter 10 of the Annex.	Account name: Sort code: Account number:
(h) Form of collaterals – can be provided as a Bank Guarantee and/or cash deposit: <ul style="list-style-type: none"> a. Bank Guarantee - provide details of intended supporting Bank or issuer of any Alternative Guarantee in the framework of Article 21 (Chapter 3 Collaterals: Form of Bank Guarantee) of the Allocation Rules as amended by Chapter 3(5) and (6) of the Annex. b. Cash deposit – the Registered Participant wishes to open a dedicated Business Account for the purposes of credit cover in the framework of Article 20 (Chapter 3 Collaterals: Form of cash deposit) of the Allocation Rules as amended by Chapter 3(4) of the Annex. 	Form of bank guarantee: Supporting bank or issuer: Amount €: Yes/No
(i) Financial contact - responsible for credit cover, invoicing and payment issues.	Name: Email: Telephone:
(j) Commercial contact – responsible for registration process and day-to-day matters.	Name: Email:

IFA Participation Agreement

	Telephone:
(k) Operational main contact – lead contact for operational matters and authorisations for access to auction platform.	Name: Email: Telephone:

*) EU Value Added Tax number according to Directive 2003/92/EC

2. Information required if Participant wishes to Nominate:

(l) Production and Consumption Interconnector BM Units registered to the Registered Participant under the Balancing and Settlement Code.	ID numbers: Production: IFG Consumption: IFD
(m) Accession to a Use of System Interconnector Agreement with National Grid Electricity Transmission and signature of the Framework Agreement established under the CUSC.	Effective date of signing (or current status):
(n) Accession to the Framework Agreement as defined in the Balancing and Settlement Code.	Effective date of signing (or current status):
(o) Entry into an Accord de Participation with RTE Réseau de Transport d'Electricité.	Effective date of signing (or current status):

3. Additional declarations for Allocation of Long Term Transmission Rights

Additional declarations	Indicate Yes/No
The Registered Participant will only participate in the transfer of Transmission Rights (and will not participate in auctions).	