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TENDER PROCESS FOR A FLOW COMMITMENT SERVICE CONTRACT



VERSION 2019-2 APPLICABLE AS OF JUNE 1ST 2019

Article 1 Definitions

Terms that have initial upper case letters and that are used in the documents that form part of the Contractual Framework are defined below:

[...]: to be filled in

Activation Date: First day of operation of the Flow Commitment Service in the form of a non-zero nomination at the entry points in question, or of a nomination that can be zero for a flow reduction at Pirineos.

Adjusted Flow Commitment Service Daily Quantity Planned: The Adjusted Flow Commitment Service Daily Quantity Planned is defined for each Selected Supplier and for each Day as the Flow Commitment Service Daily Quantity Planned multiplied by the number of Lots awarded to the Selected Supplier following the Tendering Procedure and divided by the number of Lots offered by the Selected Supplier as of Appendix 2.

Amount to Invoice: The amount to be invoiced to GRTgaz and/or Teréga by a Selected Supplier under the terms of the Flow Commitment Service. If the Selected Supplier's Bid only includes the point/points of one TSO, the Amount to Invoice from the TSO in question is equal to the Service Price. Otherwise, the Amount to Invoice from GRTgaz is equal to 50% of the Service Price and the Amount to Invoice from Teréga is equal to 50% of the Service Price.

Bid: A response submitted by a Supplier under the present Call for Tenders in accordance with Article 4.3.

Call for Tenders: Invitation to tender organised by GRTgaz and Teréga with a view to awarding and contracting a Flow Commitment Service.

Contractual Framework: This comprises the documents listed in Article 3, and constitutes the entire contractual framework between GRTgaz, Teréga and the Supplier.

Day: Period of twenty-three (23), twenty-four (24) or twenty-five (25) consecutive hours, starting at six o'clock in the morning (6:00 a.m.) on a given day and ending at six o'clock in the morning (6:00 a.m.) the following day. The date of a Day is the date of the calendar day on which the Day begins.

Divisible Binding Bid: A Bid from which the TSOs may freely select one or more Batches.

Exclusion Deadline: Date and time limit for submission of Bid.

Flexibility: is equal to the difference between the Flow Commitment Service Daily Quantity Called by GRTgaz and Teréga and the Adjusted Flow Commitment Service Daily Quantity Planned.

Flow Commitment Period: Period of seven (7) or fourteen (14) consecutive Days commencing on the Flow Commitment Service Activation Date.

Flow Commitment Service: The Flow Commitment Service is a service requested by the TSOs from a Supplier to provide a volume of gas at the delivery points concerned over a 14-day period.

Flow Commitment Service Award Date: Date and time of notification of acceptance of the Selected Supplier's Bid.

Flow Commitment Service Daily Quantity: The Flow Commitment Service Daily Quantity is the amount of gas delivered in MWh/d (25°C) each day by the Supplier in respect of the Flow Commitment Service.

Flow Commitment Service Daily Quantity Called: The Flow Commitment Service Daily Quantity Called expressed in MWh/d (25°C) is by default the Adjusted Flow Commitment Service Daily Quantity Planned, otherwise it is the figure called by GRTgaz and Teréga in respect of the Flow Commitment Service at 15:00 on the day before the gas day in question.

Flow Commitment Service Daily Quantity Planned: The Flow Commitment Service Daily Quantity Planned is the amount of gas scheduled for delivery according to Appendix 2 ("Binding Bid for a Flow Commitment Service") in MWh/d (25°C) each day by the Supplier in respect of the Flow Commitment Service.

Flow Commitment Service Maximum Daily Quantity: The Flow Commitment Service Maximum Daily Quantity expressed in MWh/d (25°C) is the maximum value of the Flow Commitment Service Daily Quantity Called, proposed by a Supplier and stipulated in Appendix 2, that GRTgaz and/or Teréga is able to call in respect of the Flow Commitment Service at 15:00 on the day before the gas day in question.

Flow Commitment Service Total Maximum Daily Quantity: the maximum value of the Flow Commitment Service Daily Quantity Called, stipulated in Appendix 1, that GRTgaz and/or Teréga are able to call in respect of the Flow Commitment Service at 15:00 on the day before the gas day.

Flow Commitment Service Total Volume: Required volume of gas expressed in MWh (25°C) stipulated in Appendix 1 requested by GRTgaz and Teréga in respect of the Flow Commitment.

Flow Commitment Service Volume: Volume of gas expressed in MWh (25°C) offered and delivered by a Selected Supplier and stipulated in Appendix 2.

Flow Reduction: Commitment from a Supplier having capacity at the Pirineos exit point not to use all or part of this capacity in respect of the Flow Commitment Service.

Gas: Natural gas delivered on Teréga's or GRTgaz's system.

Indivisible Binding Bid known as "all or nothing": A Bid that must be selected by the TSOs in full

Lot: A binding quantity of natural gas equal to 50 GWh.

PEG Day-Ahead Price: End Of Day price of Day-ahead products published by Powernext, in €/MWh

Party (or Parties): Teréga or (and) GRTgaz or (and) the Supplier.

Publication Date: Date and time of publication of the Call for Tenders and Contractual Framework by GRTgaz and Teréga.

Selected Supplier: Supplier whose Bid is chosen by GRTgaz and Teréga under a Call for Tenders.

Service Price: The Service Price is the price set in Appendix 2 (“Binding Bid for a Flow Commitment Service”). It is expressed:

- in €/MWh
- excluding tax
- as a function of the number of Lots selected.

Supplier: Supplier responding to a Call for Tenders opened by GRTgaz and Teréga for a Flow Commitment Service.

Tendering Procedure: This Tendering Procedure for the awarding of a Flow Commitment Service.

TSO: Includes the natural gas transport network managers in France, that is to say GRTgaz and Teréga.

Article 2 Preamble

- During implementation of the single market area in France, Transmission System Operators (TSOs) highlighted that localised gas stock deficits could appear under rare circumstances.
- To overcome any possible localised gas shortfalls, the French Energy Regulation Commission (CRE) asked the TSOs to make provision for a Flow Commitment call mechanism. After a call for tenders, CRE Resolution No. 2018-171 of 24 July 2018 on the functioning of the single market area in France ratified the trigger values, together with the terms of the call for tenders for the Flow Commitment proposed by the TSOs. The Flow Commitment is also called the Flow Commitment Service.
- The Tendering Procedure stipulates Supplier commitments, the terms and procedures for the the Call for Tenders, and the admissibility and award criteria that shall be used to choose the Selected Supplier.

In the event that a Selected Supplier proposes a Flow Commitment Service on one or more GRTgaz network entry points and is a company controlled by the vertically integrated undertaking (within the meaning of Article L.111-10 of the French Energy Code) to which GRTgaz belongs, the Selected Supplier is informed that the contract with GRTgaz is subject to approval by the French Energy Regulation Commission (CRE).

Article 3 Contractual Framework

The Contractual Framework, is the contractual documents binding the Parties, which consist of the following documents:

- This Tendering Procedure
- Appendix 1 – Flow Commitment Service Specifications
- Appendix 2 – Binding Bid a Flow Commitment Service
- Appendix 3 – Flow Commitment Service Contract.

Article 4 Flow Commitment Service Description

The Flow Commitment Service is a service requested by the TSOs from one or more Suppliers to provide a volume of gas at the delivery point(s) proposed by the Supplier(s) (or to reduce an exit flow at the Pirineos point) from a delivery date over a 7-day or 14-day period. The TSOs will stipulate shall specify the Flow Commitment Service Daily Quantity Called for the flow commitment period for the points in question on the day before each gas day at 15:00.

In the event of double contracting, the Flow Commitment Service Daily Quantity shall be called from the overall network (from all the contracted points).

If no call is made, the Flow Commitment Service Daily Quantity Called shall be equal to the Adjusted Flow Commitment Service Daily Quantity Planned.

At no time during the service do the TSOs become the owners of the associated gas.

In accordance with CRE Resolution No. 2018-171 of 24 July 2018 on the functioning of the single market area in France, the TSOs shall subsequently compensate the Supplier for any difference between the weighted average market price for the period of the Adjusted Flow Commitment Service Daily Quantity Planned and the weighted average market price for the period of the Flow Commitment Service Daily Quantity Called.

Article 5 Tendering process for the awarding of a Flow Commitment Service.

5.1 Publication and notification by TSOs

1. For each Call for Tenders, the TSOs email the Contractual Framework to each Supplier.
2. Each Call for Tenders shall also be published on the www.grtgaz.com and www.terega.fr websites.

5.2 Submitting a Binding Bid for a Flow Commitment Service

- TSOs invite Suppliers to submit a binding Offer (Appendix 2 – “Binding Bid for a Flow Commitment Service”) up to the Exclusion deadline in accordance with the terms and conditions hereinafter and as specified in Appendix 1 (“Flow Commitment Service Specifications”).
- Only Suppliers that meet both the following conditions are eligible to submit a Bid:
 - The Supplier must hold a valid natural gas supply licence issued by the French Ministry for Ecology, Sustainable Development and Energy in accordance with Articles R.443-1 to R.443-9 of the French Energy Code,

And

- Depending on the network points concerned, the Supplier must have concluded one or more supply contracts for the delivery of contracted Daily Quantities with GRTgaz and (or) Teréga, either directly or through an agent.
3. Suppliers’ Bids must meet the TSOs’ needs as described in Appendix 1 (“Flow Commitment Service Specifications”). Appendix 1 comprises the following:
- Reference
 - Exclusion Deadline
 - Entry points
 - Exit point (flow reduction)
 - Flow Commitment Service Total Volume
 - Flow Commitment Service activation date: dd at hh:mm
 - Flow Commitment Period
 - Flow Commitment Service Total Maximum Daily Quantity expressed in MWh/d (25°C)
 - The ratio of the Total Volume over the Total Maximum Daily Quantity
 - Contact details for GRTgaz and Teréga
4. The Supplier must return Appendix 2 duly completed and signed before the Exclusion Deadline, by email to the address given in Appendix 1.

The Supplier may submit a new Bid at any time before the Exclusion Deadline. Each new Bid submitted supersedes any previous Bid. Only the last Bid submitted by the Supplier before the Exclusion Deadline shall be examined.

5. The Binding Bid, as described in Appendix 2, must include the following information:
- Supplier’s name and address
 - Contact details for the Supplier’s Flow Commitment Service representative:
 - Supplier’s billing address
 - Reference
 - Flow Commitment Service Activation Date
 - Flow Commitment Service Volume MWh (25°C)
 - Service Price (ex. taxes) as a function of the number of Lots
 - Flow Commitment Service Maximum Daily Quantity
 - The ratio of the Total Volume offered over the Total Maximum Daily Quantity offered

- Flow Commitment Service Daily Quantities Planned
6. The Binding Bid must be written in French or English.
 7. The Prices proposed by the Supplier are valid up to the Flow Commitment Service Award Date. TSOs may exceptionally ask Suppliers to extend the Bid price validity period. The request and response must be in writing.
 8. Any incomplete Bid, any Bid not meeting the specifications in Appendix 1, and any Bid received after the Exclusion Deadline, shall not be taken into consideration.
 9. A Bid may be a Divisible Binding Bid or an Indivisible Binding (all or nothing) Bid.
 10. A Supplier may submit both Divisible Binding Bids and Indivisible Binding Bids.

5.3 Bid selection by TSOs

- TSOs jointly select the bids that best meet the Total Volume and Total Maximum Daily Quantity (also known as a maximum flow rate), and at the best price.
- TSOs select the Bid(s) in accordance with the Bid rankings produced under the conditions provided for in this Article.
- TSOs notify the representative of each Supplier that has submitted a Bid of the result of the Call for Tenders with regard to their Bid (acceptance or rejection), no more than two hours after the Exclusion Deadline.
- Each of the two TSOs enters into contracts on its respective points with Selected Suppliers by concluding a Flow Commitment Service Contract shown in Appendix 3 to the Tendering Procedure. The Parties undertake to sign the Flow Commitment Service Contract without undue delay.
- TSOs reserve the right to suspend or end the Call for Tenders at any time and/or not award the Flow Commitment Service at all, at their own discretion, without Suppliers being entitled to any form of compensation as a consequence.

5.4 Confidentiality

By bidding under the present Call for Tenders, the Supplier agrees to comply with all the provisions of Article 12 (Confidentiality) of Appendix 3, once notice of the Call for Tenders is served.

xxx

APPENDIX 1: FLOW COMMITMENT SERVICE SPECIFICATIONS

Call for Tenders for the awarding of a Flow Commitment Service Reference: [...]	
Date and time limit for submission of a Bid (Exclusion Deadline)	On dd at 12:00 CET.
Gas entry and delivery points	Points [...] to be specified
Exit point (Flow reduction)	Pirineos
Flow Commitment Service Activation Date	On dd at 06:00
Flow Commitment Period	7 days or 14 days, state which
Flow Commitment Service Total Volume (A)	Volume (V) greater than [...] MWh (25°C) (to be adapted depending on the stock deficit observed)
Flow Commitment Service Total Maximum Daily Quantity (B)	[...] in MWh/d provide figure
Volume/flow ratio (C)	$C = A/B$
GRTgaz representative Teréga representative	Provide contact details

APPENDIX 2: BINDING BID FOR A FLOW COMMITMENT SERVICE

The Supplier's response to a Call for Tenders for the awarding of a Flow Commitment Service must contain at least the following information below.

Supplier's name and address:	
Supplier's representative name:	
Supplier's representative telephone number:	
Supplier's representative email:	
Billing address:	
Reference:	

Binding Bid

Number of Lots	Service Price in €/MWh ex tax (3 decimal places)	Indivisible (all or nothing) ¹
From ... to ... Lots	<input type="checkbox"/>
From ... to ... Lots	<input type="checkbox"/>
From ... to ... Lots	<input type="checkbox"/>
From ... to ... Lots	<input type="checkbox"/>

¹If the box is ticked, the corresponding Lots shall make up an Indivisible Binding Bid. If the box is ticked, the corresponding Lots shall make up a Divisible Binding Bid.

Flow Commitment Service Total Volume offered in MWh ¹ (25°C) (A)	Flow Commitment Service Maximum Daily Quantity (B)	Volume/flow ratio ² C = A/B
X MWh	X MWh/d	-----

¹The Flow Commitment Service Total Volume offered (A) must be lower than or equal to the Flow Commitment Service Total Volume in the TSO needs indicated in Appendix 1.

² The Total Volume/Maximum Daily Quantity ratio (C) entered above must be equal to the Total Volume/Maximum Daily Quantity ratio in the TSO needs stated in Appendix 1.

Data for Flow Commitment Service Daily Quantities Planned

For Delivery over 7 days:

Flow Commitment Period	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Flow Commitment Service Daily Quantity Planned (in MWh 25°C)							

Or

For Delivery over 14 days:

Flow Commitment Period	Day 1	Day 2	...				Day 14
Flow Commitment Service Daily Quantity Planned (in MWh 25°C)							

Supplier statement

The Supplier hereby represents that:

- it holds a valid natural gas supply licence issued by the French Ministry for Ecology, Sustainable Development and Energy in accordance with Articles R.443-1 to R.443-9 of the French Energy Code;
- depending on the network points in question, it has concluded one or more supply contracts for the delivery of contracted Daily Quantities with GRTgaz and/or Teréga, either directly or through an agent, it is submitting a binding Bid and acknowledges that if GRTgaz and Teréga accept the Supplier's Bid then the Parties are thus concluding the Flow Commitment Service Contract shown in Appendix 3 to the Tendering Procedure, and the contract shall be signed for documentation reasons. The Bid accepted shall be included in the Contractual Framework for the Flow Commitment Service Contract;
- If all or part of the Flow Commitment Service is operated at the Fos or Montoir entry point:
 - it has contacted Elengy or Fosmax LNG in respect of the contractual framework for the Flow Commitment Service;
 - it has made a feasibility request to Elengy or Fosmax LNG, regarding the Flow Commitment Service Daily Quantity Planned and the Flow Commitment Service Maximum Daily Quantity, and has received a reply to this request and sent this answer to GRTgaz;
 - it agrees to Elengy forwarding the result of the feasibility study to GRTgaz;
 - it agrees to Elengy forwarding delivery service change requests made by the Supplier in the context of the delivery service.

<i>For the Supplier</i> [LAST NAME First name of signatory]
Company stamp(*)

- The Supplier hereby represents that it has studied this Tendering Procedure for the awarding of a Flow Commitment Service and agrees with all the provisions contained herein.
- All the information provided by the Supplier in the present Appendix is binding. The Supplier's Bid is a binding bid which, if it is selected by the TSOs, commits the Supplier to concluding the Flow Commitment Service Contract (Appendix 3) without undue delay with either TSO or both, in accordance with the technical and financial terms and conditions stipulated in the Bid.



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- If the Supplier fails to uphold its Binding Bid and refuses to sign the Flow Commitment Service Contract under the proposed terms and conditions, the Supplier must pay the TSO a compensation payment equal to 10% of the Binding Bid value.

APPENDIX 3 FLOW COMMITMENT SERVICE CONTRACT.

This Flow Commitment Service Contract (hereinafter “the Contract”) is made by and between:

[...], a Société Anonyme [French public company] with share capital of € [...], having its registered office at [...], entered on the [...] Trade & Companies Register under number [...], represented by [...] in the capacity of [...] duly authorised for the purposes hereof,

hereafter referred to as “[...]”,

the first party;

and

[...], a Société Anonyme [French public company] having its registered office at [...], on the [...] Trade & Companies Register under number [...], represented by [...] in the capacity of Chief Executive,

Hereinafter referred to as the “**Supplier**”.

the second party;

[...] and [...] are hereafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

Article 1 Preamble

- In accordance with the provisions of Article L.431-3 of the French Energy Code, [...]’s role is to ensure at all times, the safety and efficiency of its network and the balance of natural gas flows taking into account the technical constraints imposed on it.
- During implementation of the single market area in France, Transmission System Operators (TSOs) highlighted that localised gas stock deficits could appear under rare circumstances.
- To overcome any possible localised gas shortfalls, the French Energy Regulation Commission (CRE) asked the TSOs to anticipate a Flow Commitment call mechanism. The TSOs consequently opened a Call for Tenders for the awarding of a Flow Commitment Service and selected the Supplier’s binding bid in order to enter into a Flow Commitment Service contract.
- The conditions governing [...]’s use of the Flow Commitment Service are governed by the principles of non-discrimination and transparency and can be audited by the Commission for Energy Regulation.

Article 2 Definitions

The definitions in Article 1 of the Tendering Procedure for the awarding of a Flow Commitment Service apply to the present contract.

Article 3 Contractual Framework

The Contractual Framework is the contractual documents binding the Parties, which consist of the following documents:

- The Tendering Procedure
- Appendix 1 to the Tendering Procedure – Flow Commitment Service Specifications;
- Appendix 2 to the Tendering Procedure – Supplier’s Binding Bid for a Flow Commitment Service;
- Appendix 3 to the Tendering Procedure – Flow Commitment Service Contract.

Article 4 Subject matter

The subject matter of the present Contract is to set out the Parties’ rights and obligations as regards the Flow Commitment Service by the Supplier to [...].

- The Flow Commitment Service is a service requested by [...] from a Supplier to provide or to reduce the flow of a volume of gas at the delivery point(s) in question concerned from a delivery date over a 7-day or 14-day period. [...] shall stipulate at 15:00 on the day before each gas day in the flow commitment period the Flow Commitment Service Daily Quantity

Called, failing which the Flow Commitment Service Daily Quantity Called shall be equal to the Adjusted Flow Commitment Service Daily Quantity Planned.

At no time during the service does [...] become the owner of the associated gas.

In accordance with CRE Resolution No. 2018-171 of 24 July 2018 on the functioning of the single market area in France, the TSOs shall subsequently compensate the Supplier for any difference between the weighted average market price for the period of the Adjusted Flow Commitment Service Daily Quantity Planned and the weighted average market price for the period of the Flow Commitment Service Daily Quantity Called.

Article 5 Obligations on the Supplier

1. The Supplier is to meet its commitments by providing, throughout the Flow Commitment Period, nominations:
 - compliant with the Flow Commitment Service specifications (Appendix 1 to the Tendering Procedure) and the Supplier's Bid (Appendix 2 to the Tendering Procedure);
 - of the Flow Commitment Service Daily Quantity Called on the points in question.
2. Except in the event of flow reduction at Pirineos, the sum of the daily quantities nominated on the points in question must be greater than or equal to the Flow Commitment Service Daily Quantity Called by [...].
3. The Supplier hereby undertakes to have sufficient capacities at the entry point(s) and, where applicable, output points (in the event of flow reduction at the Pirineos point), to achieve the Flow Commitment Service performance.
4. The Supplier continues to meet its obligations under the transport supply contract, and in particular those relating to its balancing responsibility in each zone.
5. If need be, the Supplier undertakes to conduct due diligence with the methane terminal operator to ensure its access to the terminal for proper fulfilment of the Flow Commitment Service.

Article 6 Performance penalties

1. Without prejudice to any compensation, for every Day the Supplier breaches its obligation to nominate a Daily Quantity on the points in question that is greater than or equal to the Flow Commitment Service Daily Quantity Called, [...] may ask for a penalty equal to 30% of the Amount to Invoice, excluding cases of Force Majeure.
2. Suppliers are granted a grace period of one Day from the Activation Date for which no performance penalty shall be charged.

3. The application of penalties pursuant to this Article does not discharge the Supplier from its obligations in respect of the Contract. They apply ipso jure.

Article 7 Billing

7.1 Billing for the Service

1. Invoices for an amount equal to the Amount to Invoice are sent by post to [...] to the accounts payable department billing address below:

[...]

2. Without prejudice to the provisions of Article 10, billing is on the basis of the Amount to Invoice. Invoices are issued and sent by the Supplier to [...] no later than the last day of the Flow Commitment Period.
3. The amount billed by the Supplier shall be paid by [...] by bank transfer within thirty (30) calendar days of receipt of the invoice. If the due date as defined above is a non-working day in France, the due date for payment is postponed to the next working day.
4. Amounts corresponding to Flexibility purchases and sales must show the Flexibility purchased (or sold as the case may be), the GTP Day-Ahead Price applied, and the gas day concerned by the transaction. At the end of the Flow Commitment Period, if the total value of transactions results in a loss for the shipper, then this amount shall be settled by [...] by bank transfer within thirty (30) calendar days of receipt of the invoice. If the due date as defined above is a non-working day in France, the due date for payment is postponed to the next working day.
5. In the event of late payment of all or part of an invoice, interest shall be applied to the amounts owed at three times the statutory interest rate, broken down to match the precise number of days between the due date and the date of cleared payment. In addition to this interest, a statutory fixed charge for debt collection costs of €40 (forty euros) shall be payable pursuant to Articles L.441-6 and D.445-1 of the French Commercial Code. The Supplier is responsible for producing the relevant invoice.
6. [...] has thirty (30) calendar days from receipt of an invoice in which to dispute its amount. After this deadline, the invoice is deemed to have been accepted. If [...] disputes all or part of the amount of an invoice, it must nonetheless pay the full amount of the invoice under the terms set out above, except in the event of an obvious error by the Supplier.

7.2 Billing of penalties to the Supplier

1. If a penalty is applied as provided for in Article 6, the relevant invoice shall be sent by post by [...] to the representative and the billing address of the Supplier in question, as indicated in Appendix 2 to the Tendering Procedure.

2. The amount billed to the Supplier shall be paid by bank transfer within thirty (30) calendar days of receipt of the invoice by the Supplier. If the due date as defined above is a non-working day in France, the due date for payment is postponed to the next working day.
3. In the event of late payment of all or part of an invoice, interest shall be applied to the amounts owed at three times the statutory interest rate, broken down to match the exact number of days between the due date and the date of cleared payment. In addition to this interest, a statutory fixed charge for debt collection costs of €40 (forty euros) shall be payable pursuant to Articles L.441-6 and D.441-5 of the French Commercial Code.
4. The Supplier has thirty (30) calendar days from receipt of an invoice in which to dispute its amount. After this deadline, the invoice is deemed to have been accepted.
5. If the Supplier disputes all or part of the amount of an invoice, it must nonetheless pay the full amount of the invoice under the terms set out above, except in the event of an obvious error by [...].

Article 8 Taxes and Duties

Each Party shall pay all taxes and duties for which they are liable under the regulations in force.

Article 9 Force Majeure

1. Force majeure is deemed to mean any event outside the control of the obligor, which could not be reasonably foreseen at the time of concluding the contract and the effects of which cannot be avoided by any appropriate measures, which prevent the fulfilment of the obligor's obligation, set out in Article 1218 of the French Civil Code and applicable legal precedents.
2. By way of exception, and without the need to meet the conditions of Article 1218 of the French Civil Code, any reduction or interruption of supply services reported by [...] as Force Majeure situations and preventing the Supplier from fulfilling its contractual obligations shall be treated as such in respect of the Contract.
3. The Party invoking force majeure is no longer contractually bound to meet its obligations in the following events and circumstances for the duration and within the limit of the effects of said cases and circumstances on said obligations.
4. The Party invoking an event or circumstance described in this Article must notify the other Party without delay, by telephone or any means agreed between the Parties, and provide confirmation by registered letter with proof of delivery.
5. The Party affected must take all reasonable measures to minimise the effects of the event or circumstance referred to in this Article and shall endeavour to ensure normal performance of the Contract is resumed at the earliest opportunity.

6. During an interruption to its obligations, the Party affected must inform the other Party of the consequences of the event or circumstance in question on the fulfilment of its obligations, the measures it intends to take to minimise the effects on the performance of the Contract, the progress of the implementation of these measures, the estimated time frame for the resumption of normal performance of its contractual obligations and the end date of the event.
7. If the obligations of one of the Parties in respect of the Contract are reduced or interrupted pursuant to this Article, the other Party is no longer contractually bound to meet its obligations within the limit of its share and the duration of the reduction period or interruption of such obligations.

Article 10 Liability

Each Party bears the pecuniary consequences of the civil liability it incurs by virtue of general law for any loss or harm of any kind caused to third parties or to the other Party in connection with fulfilment of their obligations in respect of the Contractual Framework.

Article 11 Termination

11.1 Contract termination for breach

1. In the event of a material breach or serious misconduct by one of the Parties in respect of any of its obligations arising from the present Contract, without promptly making it good after receipt of formal notice to do so, the Party not in breach may, without further notice or prior legal intervention, terminate the Contract without prejudice to its other rights and remedies under the Contractual Framework.
2. Material breach includes the following:
 - failure to meet obligations relating to Flow Commitment Service Daily Quantities for three consecutive Days;
 - a delay in commencing the Flow Commitment Service lasting three consecutive Days after the Activation Date.
3. Termination operates without prejudice to any penalties that might be applied pursuant to Article 5 of the Contract.

11.2 Consequences of Termination

In the event of Contract termination regardless of the reason, any flow commitment operated before said termination shall be duly paid in full by [...] in accordance with the terms and conditions set out in the Contractual Framework. On the date of Contract termination, no new flow commitment may be operated.

Termination or expiration of the Contract in no way releases the Parties from obligations that may have arisen before said termination, nor does it bring to an end any contractual provisions that must survive by virtue of their nature.

Article 12 Confidentiality

1. The Parties deem as confidential the contents of the Contractual Framework and any information to which they have access or that is provided to them in connection with the preparation or performance of the Contractual Framework, irrespective of the medium and purpose.
2. Relative to their employees, subcontractors and any natural or legal persons they appoint in connection with Contract preparation or performance, the Parties shall take steps, including contractually, to ensure the confidentiality of information of which they might become aware of in this regard is maintained.
3. The recipient Party of confidential information may use it only for the purposes of the Contract and may not disclose it to third parties without the prior written agreement of the other Party.
4. Each Party undertakes, in particular, to ensure the confidentiality of the other Party's data in the event that some of its personnel with access to said data perform services of the same kind on behalf of companies engaged in the production or supply of gas.
5. The Supplier's attention is drawn to the fact that the confidentiality of all data, disclosure of which would infringe the rules of free and fair competition and non-discrimination, must be maintained in accordance with Article L.111-77 of the French Energy Code. Such information is called "commercially sensitive information".
6. The Party receiving confidential information undertakes, on receipt thereof, to:
 - maintain the confidentiality of confidential information and afford it a degree of protection and confidentiality at least equal to that which it affords its own information of a similar nature;
 - refrain from disclosing confidential information and not allow its disclosure to third parties (including any affiliated company) without the prior written agreement of the disclosing Party;
 - refrain from using confidential information for purposes other than those for which it is communicated, namely cooperation with the other Party;
 - only disclose confidential information to those members of its staff who need to know it, provided that said employees are contractually bound not to disclose it.
7. Each Party must promptly advise the other Party of any situation that may lead to the assumption there has been a violation of the obligations in this Article and/or a breach or threat to the confidentiality of the information it holds.
8. All confidential information and reproductions thereof transmitted by one Party to the other shall remain the property of the disclosing Party and must be returned to the disclosing Party immediately on request and at the latest on termination or expiration of the Contract.
9. It is expressly agreed between the Parties that the disclosure by one Party of confidential information to the other Party in respect hereof cannot under any circumstances be construed as expressly or implicitly conferring upon the recipient Party any right (under license or otherwise) over materials, inventions or discoveries to which such confidential information relates, or any other intellectual or industrial property right.

10. However, this confidentiality obligation does not cover:
- (i) information already known to the recipient Party before the signature of this Contract; or
 - (ii) information already in the public domain at the time it was disclosed or that subsequently entered the public domain with no fault or negligence on the part of the recipient Party; or
 - (iii) information legitimately obtained from other sources not bound by a confidentiality obligation towards the Party that disclosed the Information concerned; or
 - (iv) information that must be disclosed to a third party, in particular to a competent regulatory authority, as required by law, a court decision or a ruling issued by a Community, French or foreign governmental authority.
11. The confidentiality obligation forming the subject hereof takes effect on the Contract conclusion date. It ends three (3) years after the expiry of the General Terms and Conditions for any reason whatsoever.

Article 13 Language

Notwithstanding any translations that might be produced, signed or otherwise, the French language version is authoritative for Contract interpretation and performance.

Article 14 Contract amendment

The Contract can only be changed through a written amendment.

Article 15 Applicable law and disputes

1. The Contract is governed by the French law.
2. The Parties shall strive to amicably resolve any dispute with regard to the formation, performance or interpretation of the Contract. In the absence of an amicable agreement after a reasonable time, disputes are referred to the Paris Commercial Court.

Article 16 Assignment

A Party may not assign the rights and obligations it holds in respect of the Contract to a third party, including subsidiaries and affiliated companies, without the prior written consent of the other Party.

Article 17 Forbearance

The Parties each agree that the fact that one of the Parties shows forbearance in a situation does not have the effect of granting the other Party any vested entitlement. Furthermore, any such forbearance cannot be construed as a waiver of enforcement of the rights in question.

Article 18 Term

This Contract takes effect on the date the Flow Commitment Service is awarded by [...].
The Contract is due to expire on the last day of the Flow Commitment Period in respect hereof.

Signed in in duplicate

On[date].....

<i>For the Supplier</i> [LAST NAME First name of signatory]	<i>For [...]</i> [LAST NAME First name of signatory]
Company stamp(*)	Company stamp(*)

(*) stamps of the signatory companies are mandatory.

Handwritten signature and constitutes proof of the transactions and their acceptance by the TSO.