|  |
| --- |
| **MODIFICATION PROPOSAL FORM** |
| **Proposer***(Company)* | **Date of receipt***(assigned by Secretariat)* | **Type of Proposal***(delete as appropriate)* | **Modification Proposal ID***(assigned by Secretariat)* |
| **SEMO** | **19th November 2015** | **Standard** | **Mod\_09\_15** |
| **Contact Details for Modification Proposal Originator** |
| **Name** | **Telephone number** | **Email address** |
| **David Reidy** | 1. **2370496**
 | **David.reidy@sem-o.com** |
| **Modification Proposal Title** |
| **Amendment of AP7 to update process around Meter Data Provider submission failures to align with operational realities. The current process is largely obsolete and inefficient in  the context of time constraints when these submission failures occur,** |
| **Documents affected***(delete as appropriate)* | **Section(s) Affected** | **Version number of T&SC or AP used in Drafting** |
| **AP07** | **AP07 sections 3.4 and 5.5,** | **18.0** |
| **Explanation of Proposed Change***(mandatory by originator)* |
| **Extract from the Market Audit 2014:****OBSERVATION***“Section 5.5 in Agreed Procedure 7: Failure Of A Meter Data Provider Type 3 Channel Qualification outlines the procedural steps which are to be followed when such a failure occurs. The Meter Data Provider Type 3 Channel issue lied with the MDP and the MDP didn’t use the Meter Data Provider Type 3 Channel failure form throughout the process in all the failures tested.* *We identified that the Meter Data Providers don’t tend to use the Meter Data Provider Type 3 Channel failure form as the MDPs are usually under time constraints.**Therefore, SEMO failed to satisfy Section 5.5 of the Agreed Procedure as per the requirements set out by the Commission of Energy Regulation. “***Proposed Change**As Meter Data Providers do not tend to use the Meter Data Provider Type 3 Channel failure form, the manual raising of this form and subsequent transmission by fax is now considered an outmoded and inefficient method of informing the Market Operator of an issue. Typically when an issue of this nature occurs with a single stakeholder, the most appropriate form of communications is selected to expedite the resolution process – i.e. informing Market Operations of the issue by e-mail or by phone. If required this may also include a copy of the file that can be uploaded by the Market Operator at MDP request.  The rationale around using more efficient process is that it promotes a more efficient operational model, maximising opportunities to limit impact on operational timelines.  |
| **Legal Drafting Change***(Clearly show proposed code change using* ***tracked*** *changes, if proposer fails to identify changes, please indicate best estimate of potential changes)* |
| * 1. Failure of Meter Data Provider Type 3 Channel

3.4.1 OverviewA failure of a Meter Data Provider Type 3 Channel may affect all Meter Data Providers or just a single Meter Data Provider. If the failure of the Type 3 Channel originates from the Market Operator and impacts all Meter Data Providers, the Market Operator shall notify all Meter Data Providers of the issue as soon as possible as per Section 2.2.2. If the failure of the Type 3 Channel originates from one Meter Data Provider, the Meter Data Provider shall inform the Market Operator, utilising the same forms of Type 1 Channel communications detailed in Section 2.2.2 when time affords the MDP to do so.Following notification of a Type 3 Channel failure, the Market Operator or the relevant Meter Data Provider (as appropriate) will provide regular (i.e. not less than daily) status updates to all impacted Parties of the failure.The Meter Data Providers shall provide the required Meter Data Transaction electronically to the Market Operator within one day, i.e. for the avoidance of doubt the next calendar day. Where this Meter Data Provider has provided the Meter Data Transaction using a format that does not allow the Market Operator to confirm that the Meter Data Provider was the sender of the Transaction, e.g. email, the Meter Data Provider shall support this electronic communication via a Type 1 Channel fax when time affords the MDP to do so. This Type 1 Channel fax must unambiguously identify the Meter Data Transaction clearly stating on the fax the identifier embedded in Meter Data Transaction as per Section 3.25 of the Code, and the total number of rows and energy contained within the file as checksums.The Type 1 Channel fax must be of the form in Section 7.4 of this Agreed Procedure, sent from an Authorised Person with the appropriate password. The selection of the Authorised Person and the password are described in Agreed Procedure 11 “Market System Operation, Testing, Upgrading and Support”5.5 Failure of a Meter Data Provider Type 3 Channel

| **#** | **Procedural Step** | **Timing** | **Method** | **By / From** | **To** | **Linkage** |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | If Meter Data Provider Type 3 Channel issue lies with Market Operator, notify impacted Meter Data Providers of the failure by telephone to inform that there is a failure of the Type 3 Communication Channel. Fax the Meter Data Provider Type 3 Channel failure form with Part 1 completed to all Meter Data Providers when time affords the affected party to do so. Proceed from Step 3 and Step 4 | Immediately following determination of a failure of a Meter Data Provider Type 3 Channel | Fax , Phone | Market Operator | All Meter Data Providers | 7.4 of this Agreed Procedure |
| 2 | If Meter Data Provider Type 3 Channel issue lies with the Meter Data Provider, contact the Market Operator by telephone to inform that there is a failure of the Type 3 Communication Channel. Fax the Meter Data Provider Type 3 Channel failure form with Part 1 completed to all Meter Data ProvidersProceed from Step 3 and Step 4 when time affords the affected party to do so. | Immediately following the discovery of the failure of a Meter Data Provider Type 3 Channel  | Fax , Phone | Impacted Meter Data Provider | Market Operator | 7.4 of this Agreed Procedure |
| 3 | Acknowledge receipt of notification failure using Part 2 of the received form when time affords the affected party to do so. | Within 1 hour of receipt of the relevant form | Fax | Receiver of form | Sender of form | 7.4 of this Agreed Procedure |
| 4 | Send Meter Data Transaction. If sent by email (or any form of communication utilising electronic media where the Market Operator cannot confirm that the file was sent by the Meter Data Provider) continue to step 5. Otherwise continue from step 6. | As soon as possible, before the delivery deadline under Agreed Procedure 16 if possible | Email, hand delivery of electronic media | Meter Data Provider | Market Operator |  |
| 5 | If sent by email, confirm by fax utilising Part 3 of the Meter Data Provider Type 3 Channel failure form (when time affords the affected party to do so), identifying the Meter Data Transaction that should be utilised | Within 30 minutes of issue of Meter Data Transaction, before the delivery deadline under Agreed Procedure 16 if possible | Fax | Meter Data Provider | Market Operator | 7.4 of this Agreed Procedure, Agreed Procedure 16 |
| 6 | Acknowledge receipt of Meter Data Transaction utilising Part 4 of the Meter Data Provider Type 3 Channel failure form when time affords the affected party to do so. | Within 30 minutes of receipt of Meter Data Transaction | Fax | Market Operator | All impacted Meter Data Providers | 7.4 of this Agreed Procedure |
| 7 | Repeat step 4 to step 6 for all days while the failure of the Meter Data Provider Type 3 Channel continues for each Meter Data Transaction. |  |  |  |  |  |
| 8 | On restoration of normal operation, complete part 1 of the Meter Data Provider Type 3 Channel failure form and send to the affected Parties by fax when time affords the affected party to do so. Additionally, notify the Market Operator by telephone that normal Communication Channels have been restored. | Immediately following restoration of normal Communication Channels | Fax , Phone | Party who has rectified the issue | Affected Parties | 7.4 of this Agreed Procedure |
| 9 | Acknowledge receipt of the form indicating return to normal operations utilising Part 2 of the Form when time affords the affected party to do so. | Within 1 hour of receipt | Fax | Affected Parties | Party who has rectified the issue | 7.4 of this Agreed Procedure |

 |
| **Modification Proposal Justification***(Clearly state the reason for the Modification)* |
| The use of fax, post and telephone calls does not lead to efficient communication with some affected parties in the event of a General Communication Failure or a Meter Data Provider Type 3 channel failure whereas using the Market Operator public website and e-mail alerts is instant and the established participant communication method. |
| **Code Objectives Furthered***(State the Code Objectives the Proposal furthers, see Section 1.3 of T&SC for Code Objectives)* |
| 1. to facilitate the efficient discharge by the Market Operator of the obligations imposed upon it by its Market Operator Licences;
 |
| **Implication of not implementing the Modification Proposal***(State the possible outcomes should the Modification Proposal not be implemented)* |
| A lack of transparency will remain in the method of communication with Market Participants during a Meter Data Provider communication failure. The current process is has time constraints which can have a major impact on the business and day to day activities |
| **Working Group***(State if Working Group considered necessary to develop proposal)* | **Impacts***(Indicate the impacts on systems, resources, processes and/or procedures)* |
| No | Change in communication process for General Communication Failure.  |
| ***Please return this form to Secretariat by email to modifications@sem-o.com*** |

**Notes on completing Modification Proposal Form:**

1. **If a person submits a Modification Proposal on behalf of another person, that person who proposes the material of the change should be identified on the Modification Proposal Form as the Modification Proposal Originator.**
2. **Any person raising a Modification Proposal shall ensure that their proposal is clear and substantiated with the appropriate detail including the way in which it furthers the Code Objectives to enable it to be fully considered by the Modifications Committee.**
3. **Each Modification Proposal will include a draft text of the proposed Modification to the Code unless, if raising a Provisional Modification Proposal whereby legal drafting text is not imperative.**
4. **For the purposes of this Modification Proposal Form, the following terms shall have the following meanings:**

**Agreed Procedure(s): means the detailed procedures to be followed by Parties in performing their obligations and functions under the Code as listed in Appendix D “List of Agreed Procedures”.**

**T&SC / Code: means the Trading and Settlement Code for the Single Electricity Market**

**Modification Proposal: means the proposal to modify the Code as set out in the attached form**

**Derivative Work: means any text or work which incorporates or contains all or part of the Modification Proposal or any adaptation, abridgement, expansion or other modification of the Modification Proposal**

**The terms “Market Operator”, “Modifications Committee” and “Regulatory Authorities” shall have the meanings assigned to those terms in the Code.**

**In consideration for the right to submit, and have the Modification Proposal assessed in accordance with the terms of Section 2 of the Code (and Agreed Procedure 12), which I have read and understand, I agree as follows:**

**1. I hereby grant a worldwide, perpetual, royalty-free, non-exclusive licence:**

* 1. **to the Market Operator and the Regulatory Authorities to publish and/or distribute the Modification Proposal for free and unrestricted access;**
	2. **to the Regulatory Authorities, the Modifications Committee and each member of the Modifications Committee to amend, adapt, combine, abridge, expand or otherwise modify the Modification Proposal at their sole discretion for the purpose of developing the Modification Proposal in accordance with the Code;**
	3. **to the Market Operator and the Regulatory Authorities to incorporate the Modification Proposal into the Code;**

**1.4 to all Parties to the Code and the Regulatory Authorities to use, reproduce and distribute the Modification Proposal, whether as part of the Code or otherwise, for any purpose arising out of or in connection with the Code.**

**2. The licences set out in clause 1 shall equally apply to any Derivative Works.**

**3. I hereby waive in favour of the Parties to the Code and the Regulatory Authorities any and all moral rights I may have arising out of or in connection with the Modification Proposal or any Derivative Works.**

**4. I hereby warrant that, except where expressly indicated otherwise, I am the owner of the copyright and any other intellectual property and proprietary rights in the Modification Proposal and, where not the owner, I have the requisite permissions to grant the rights set out in this form.**

**5. I hereby acknowledge that the Modification Proposal may be rejected by the Modifications Committee and/or the Regulatory Authorities and that there is no guarantee that my Modification Proposal will be incorporated into the Code.**