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| **MODIFICATION PROPOSAL FORM** | | | | | |
| **Proposer** | **Date of receipt** | | **Type of Proposal** | | **Modification Proposal ID** |
| **SEMO** | **21 November 2013** | | **Standard** | | **Mod\_13\_13** |
| **Contact Details for Modification Proposal Originator** | | | | | |
| **Name** | | **Telephone number** | | **Email address** | |
| **Katia Compagnoni** | | **01 23 70257** | | **katia.compagnoni@sem-o.com** | |
| **Modification Proposal Title** | | | | | |
| **Update to AP14 ‘Disputes’** | | | | | |
| **Documents affected**  *(delete as appropriate)* | | **Section(s) Affected** | | **Version number of T&SC or AP used in Drafting** | |
| **AP14** | | **2.1 step 10** | | **Version 13** | |
| **Explanation of Proposed Change**  *(mandatory by originator)* | | | | | |
| This modification proposes to align the Dispute resolution steps in AP14 to the T&SC Settlement Disputes requirements. | | | | | |
| **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. Procedural Steps    1. Raising A Dispute  | # | Procedural Step | Timing | Method | From/By | To | | --- | --- | --- | --- | --- | --- | | 10 | If the Dispute resolution agreed between the Disputing Parties requires a financial resettlement, the Market Operator shall procure that an additional Settlement Rerun for the relevant Settlement Period shall then be performed within the timeframe directed by a Competent Authority as a result of the Dispute Resolution Process. A Competent Authority shall for these purposes include the Dispute Resolution Board. The Market Operator shall then proceed with invoicing as detailed in Agreed Procedure 15 “Invoicing”. | On Dispute Resolution Form | n/a | n/a | n/a | | | | | | |
| **Modification Proposal Justification**  *(Clearly state the reason for the Modification)* | | | | | |
| AP14 details the step by step procedures to resolve a Dispute. For SEMO’s business process, it is crucial that that each step is clearly defined as per the T&SC requirements. Currently sections 6.112 and 6.113 of the Code are not correctly represented in AP14. It is in the interest of Participants that a Competent Authority directs SEMO regarding the resolution timelines. This is to guarantee transparency, impartiality and fairness in the resolution decision. It also guarantees that no Disputing Parties have unreasonable expectations by imposing unachievable resolution timeframes. This modification proposal explicitly includes this step in AP14. | | | | | |
| **Code Objectives Furthered**  *(State the Code Objectives the Proposal furthers, see Section 1.3 of T&SC for Code Objectives)* | | | | | |
| This Modification will further the following Code Objectives:   1. to provide transparency in the operation of the Single Electricity Market;   as per section 1.3 of the T&SC | | | | | |
| **Implication of not implementing the Modification Proposal**  *(State the possible outcomes should the Modification Proposal not be implemented)* | | | | | |
| Not implementing this modification could result in breaches of provisions 6.112 and 6.113 of the T&SC. Resolution timelines could be agreed by Disputing Parties without an independent Authority verifying the fairness and transparency of the process. | | | | | |
| **Working Group**  *(State if Working Group considered necessary to develop proposal)* | | | **Impacts**  *(Indicate the impacts on systems, resources, processes and/or procedures)* | | |
| N/A | | | No changes to CMS or processes are required. | | |
| ***Please return this form to Secretariat by email to*** [***modifications@sem-o.com***](mailto: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.**