

MODIFICATION PROPOSAL FORM			
Proposer <i>(Company)</i>	Date of receipt <i>(assigned by Secretariat)</i>	Type of Proposal <i>(delete as appropriate)</i>	Modification Proposal ID <i>(assigned by Secretariat)</i>
EirGrid	08/08/19	Standard	Mod_13_19 v3
Contact Details for Modification Proposal Originator			
Name	Telephone number	Email address	
Niamh Delaney		niamh.delaney@eirgrid.com	
Modification Proposal Title			
Payment for Energy Consumption in SEM for non-energy Services Dispatch			
Documents affected <i>(delete as appropriate)</i>	Section(s) Affected	Version number of T&SC or AP used in Drafting	
T&SC Part B, Appendices Part B, Glossary Part B	<a href="#">Part B F2.8 (New Section);</a> <a href="#">F5.3.2; F12.2.3; F.19.2.2; F19.4.2;</a> <a href="#">F20.3.2; Part B Glossary; Part B</a> <a href="#">List of Variables and Parameters;</a> <a href="#">Part B Appendix K;</a>	Version <u>22</u>	
Explanation of Proposed Change <i>(mandatory by originator)</i>			
<p>A number of important system services are procured through the DS3 System Services Regulated Arrangements. These include reserves across varying timeframes, inertial response, ramping services and reactive power. Such services help the TSOs to maintain a secure and reliable power system, particularly as the level of installed renewable generation on the power system increases.</p> <p>While payment for system services is handled through the DS3 System Services Arrangements, there are occasions when the TSOs will need to dispatch on a generator (or other unit) to provide non-energy services. For example, a generator with the capability of operating in synchronous compensation mode or a wind farm capable of providing reactive power at OMW will consume energy when operating in those modes. However such modes of operation are not currently accounted for in SEM.</p> <p>The TSOs propose that such modes of operation should be modelled in SEM, that non-energy dispatch instructions should be profiled and accounted for in imperfections.</p> <p>A specific example of the potential application of this in relation to synchronous compensation is given below:</p> <p>Maintaining voltage on the transmission system is critical to ensuring the stability of power flows. Generators (or other devices) either generate or absorb “reactive power” to maintain system voltage. Particular requirements for voltage support are often locational. The provision of reactive power as a service is currently remunerated for contracted units through the DS3 System Services Regulated Arrangements. Voltage support may be provided in various ways. Some units, such as Coolkeeragh GT8 generation unit in Northern Ireland, have the capability to provide voltage support in synchronous compensation mode. When in this mode, the unit effectively runs as a synchronous motor on no load to generate or absorb reactive power, helping to maintain a constant grid voltage at all levels of demand.</p> <p>When running in synchronous compensation mode, the unit consumes energy and therefore has an associated running cost. This synchronous compensation mode of operation is not modelled in the energy market. The unit does receive upside through higher payments via its DS3 System Services volumes for Steady State Reactive Power (SSRP) and Synchronous Inertial Response (SIR), but they are not sufficient to cover the increased running cost associated with being in synchronous compensation mode.</p> <p>SONI currently has an out-of-market Synchronous Compensation Service Contract with Coolkeeragh GT8 as there is currently a specific locational voltage support requirement in the north west. There is no payment rate</p>			

associated with the service. The unit receives pass through costs only.

The TSOs proposed in version 1 of the modification that synchronous compensation capability (and other non-energy dispatch actions such as the dispatch of wind farms to provide reactive power at OMW) should be modelled in SEM and that the means of doing so be explored.

For example a unit capable of operating in synchronous compensation mode could be treated as a conventional dispatchable generator unit instructed to go into synch comp mode. The dispatch instructions to the unit could be profiled such that if dispatched to consume in the energy market the unit pays for its consumption, whereas if dispatched for non-energy actions (such as the provision of reactive power in a particular mode), their energy consumption would be allocated to imperfections.

Various solutions to address this issue were explored, with four solutions being examined in detail.

The ideal solution to this issue would be to create a new dispatch instruction whereby a unit could be instructed to a negative generation level, to consume energy while providing a service. This dispatch instruction could then be profiled in the instruction profiler and the energy consumed allocated to imperfections. This solution was assessed to be complex to implement, with a potentially high cost due to the need to make changes to the Instruction Profiler.

Version 2 of the modification proposed legal drafting for a, faster to implement if not perfect, solution whereby a unit could be reassigned to be part of a TSSU rather than an ASU. This was explored at both an industry conference call and at a Working Group meeting. In summary the proposed solution is as follows:

- **Solution 4: Unit as part of a TSSU**
  - Proposed in the context of windfarms – could also be applied to other units
  - Energy being drawn while the unit is providing reactive power at OMW could be treated as negative generation
  - Unit could be reassigned to be part of a TSSU (rather than an ASU)
  - A flag could be sent to settlement to denote the period where the unit has been instructed to provide reactive power at OMW, during those periods the energy would be assigned to imperfections, whereas during the trading periods where the unit is not instructed to be in this mode it would pay for its consumed energy as normal.

This version (Version 3) of the modification is an updated version of Version 2 which includes text amendments to address concerns raised at the Working Group.

They include:

Changes to Glossary terms to ensure consistency; inclusion of the DS3 System Services Provider Flag as a new variable in the List of Variables and Parameters and an explicit provision (F 2.8.3) to emphasise that the DS3 System Services Provider Flag will not apply to DSUs and autoproducers.

#### Legal Drafting Change

*(Clearly show proposed code change using **tracked** changes, if proposer fails to identify changes, please indicate best estimate of potential changes)*

## Under Section F of TSC Part B

### F2 Data Sources, Conventions and Definitions

#### [F.2.8 DS3 System Services Provider](#)

F.2.8.1 Each System Operator shall submit to the Market Operator, in accordance with the Settlement Calendar, in respect of each Trading Site Supplier Unit which is registered in a Trading Site with a DS3 System Service Providing Unit contracted with the respective System Operator under the DS3 System Services Arrangements to provide DS3 System Services at zero MW exported energy, a flag representing the imbalance settlement periods where the DS3 System Services Providing Unit is dispatched, so as to provide DS3 System Services to the System Operator.

F.2.8.2 Each System Operator shall submit the flag referred to in F.2.8.1 in accordance with the Appendix K “Other Market Data Transaction” based on the settlement of the respective DS3 System Services Providing Unit under the DS3 System Services Arrangements.

F.2.8.3 The System Operators shall not submit the flag referred to in F.2.8.1 for any Trading Site Supplier Unit, v, which is on a Trading Site, s, where a Demand Side Unit or an Autoproducer Unit is also registered to that Trading Site.

F.2.8.4 The Market Operator shall derive the binary value of the DS3 System Services Provider Flag (SSPF<sub>vy</sub>) for each Trading Site Supplier Unit, v, which is on Trading Site, s, in each Imbalance Settlement Period, γ, in accordance with F.2.8.5.

F.2.8.5 The Market Operator shall set the DS3 System Services Provider Flag (SSPF<sub>vy</sub>) to zero unless a value of one has been submitted by the System Operator for a Trading Site Supplier Unit, v, which is on Trading Site, s, in Imbalance Settlement Period, γ.

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#### Imbalance Component Charges

##### F.5.3.2

The Market Operator shall calculate the Imbalance Component Payment or Charge (CIMB<sub>vy</sub>) for each Supplier Unit, v, in Imbalance Settlement Period, γ, as follows:

*if (SSPF<sub>vy</sub> = 0, then*

$$CIMB_{vy} = PIMB_{\gamma} \times (QMLF_{vy} - QEX_{vy})$$

*else*

$$CIMB_{vy} = 0)$$

where:

- (a) SSPF<sub>vy</sub> is the DS3 System Service Provider Flag for Supplier Unit, v, in Imbalance Settlement Period, γ.
- ~~(a)~~(b) PIMB<sub>γ</sub> is the Imbalance Settlement Price in Imbalance Settlement Period, γ, calculated in accordance with Chapter E (Imbalance Pricing);
- ~~(b)~~(c) QMLF<sub>vy</sub> is the Loss-Adjusted Metered Quantity for Supplier Unit, v, in Imbalance Settlement Period, γ; and
- ~~(c)~~(d) QEX<sub>vy</sub> is the Ex-Ante Quantity for Supplier Unit, v, in Imbalance Settlement Period, γ.

#### Imperfection Charges

### F.12.2.3

The Market Operator shall calculate the Imperfections Charge ( $CIMP_{vy}$ ) for each Trading Site Supplier Unit,  $v$ , in each Imbalance Settlement Period,  $\gamma$ , as follows:

*if* ( $SSPF_{vy} = 0$  *then*

$$CIMP_{vy} = \text{Min} \left( \sum_{u \in s} QMLF_{uy} + \sum_{v \in s} QMLF_{vy}, 0 \right) \times PIMP_y \times FCIMP_y$$

*else*

$$CIMP_{vy} = 0$$

where:

(e)  $SSPF_{vy}$  is the **DS3 System Services Provider Flag for Supplier Unit,  $v$ , in Imbalance Settlement Period,  $\gamma$** .

~~(d)~~(f)  $PIMP_y$  is the Imperfections Price for Year,  $\gamma$ ;

~~(e)~~(g)  $QMLF_{vy}$  is the Loss-Adjusted Metered Quantity for Supplier Unit,  $v$ , in Imbalance Settlement Period,  $\gamma$ ;

~~(f)~~(h)  $QMLF_{uy}$  is the Loss-Adjusted Metered Quantity for Generator Unit,  $u$ , in Imbalance Settlement Period,  $\gamma$ ;

~~(g)~~(i)  $\sum_{u \in s}$  is a summation over all Generator Units,  $u$ , in Trading Site,  $s$ , relevant to the Trading Site Supplier Unit;

~~(h)~~(j)  $\sum_{v \in s}$  is the value for the single Trading Site Supplier Unit,  $v$ , in Trading Site,  $s$ , in accordance with paragraph B.9.1.2; and

~~(i)~~(k)  $FCIMP_y$  is the Imperfections Charge Factor for Imbalance Settlement Period,  $\gamma$ .

## Capacity Charges

### F.19.2.2

The Market Operator shall calculate the Capacity Charge ( $CCC_{vy}$ ) for each Supplier Unit,  $v$ , which is a Trading Site Supplier Unit, in each Imbalance Settlement Period,  $\gamma$ , as follows:

*if* ( $SSPF_{vy} = 0$  *then*

$$CCC_{vy} = \text{Min} \left( \sum_{u \in s} QMLF_{uy} + \sum_{v \in s} QMLF_{vy}, 0 \right) \times FQMCC_y \times PCCSUP_y$$

*else*

$$CCC_{vy} = 0$$

where:

- (l) SSPF<sub>vγ</sub> is the DS3 System Services Provider Flag for Supplier Unit, v, in Imbalance Settlement Period, γ.
- ~~(j)~~(m) QMLF<sub>vγ</sub> is the Loss-Adjusted Metered Quantity for Supplier Unit, v, in Imbalance Settlement Period, γ;
- ~~(k)~~(n) QMLF<sub>uγ</sub> is the Loss-Adjusted Metered Quantity for Generator Unit, u, in Imbalance Settlement Period, γ;
- ~~(l)~~(o) PCCSUP<sub>γ</sub> is the Supplier Capacity Charge Price in Capacity Year, γ;
- ~~(m)~~(p) FQMCC<sub>γ</sub> is the Capacity Charge Metered Quantity Factor in Imbalance Settlement Period, γ;
- ~~(n)~~(q) ∑<sub>u ∈ s</sub> means the value for all Generator Units, u, in Trading Site, s, relevant to the Trading Site Supplier Unit; and
- ~~(o)~~(r) ∑<sub>v ∈ s</sub> means the value for the single Trading Site Supplier Unit, v, in Trading Site, s, in accordance with paragraph B.9.1.2.

#### Difference Payment Socialisation Charge

##### F19.4.2

The Market Operator shall calculate the Difference Payment Socialisation Charge (CSOCDIFFP<sub>vγ</sub>) for each Supplier Unit, v, which is a Trading Site Supplier Unit, in each Imbalance Settlement Period, γ, as follows:

*if (SSPF<sub>vγ</sub> = 0 then*

*CSOCDIFFP<sub>vγ</sub>*

$$= \text{Min} \left( \sum_{u \in s} QMLF_{u\gamma} + \sum_{v \in s} QMLF_{v\gamma}, 0 \right) \times FQMCC_{\gamma} \times PCCSUP_{\gamma} \\ \times FSOCDIFFP_{\gamma}$$

*else*

*CSOCDIFFP<sub>vγ</sub> = 0*

where:

- (a) SSPF<sub>vγ</sub> is the DS3 System Services Provider Flag for Supplier Unit, v, in Imbalance Settlement Period, γ.
- ~~(p)~~(b) QMLF<sub>vγ</sub> is the Loss-Adjusted Metered Quantity for Supplier Unit, v, in Imbalance Settlement Period, γ;
- ~~(q)~~(c) QMLF<sub>uγ</sub> is the Loss-Adjusted Metered Quantity for Generator Unit, u, in Imbalance Settlement Period, γ;
- ~~(r)~~(d) PCCSUP<sub>γ</sub> is the Supplier Capacity Charge Price in Capacity Year, γ;
- ~~(s)~~(e) FQMCC<sub>γ</sub> is the Capacity Charge Metered Quantity Factor in Imbalance Settlement Period, γ;
- ~~(t)~~(f) ∑<sub>u ∈ s</sub> is a summation over all Generator Units, u, in Trading Site, s, relevant to the Trading Site Supplier Unit;
- ~~(u)~~(g) ∑<sub>v ∈ s</sub> is the value for the single Trading Site Supplier Unit, v, in Trading

Site, s, in accordance with paragraph B.9.1.2; and

~~(v)~~(h)  $FSOCDIFFP_y$  is the Difference Payment Socialisation Multiplier in Capacity Year, y.

Imbalance Difference Quantity

F20.3.2

The Market Operator shall calculate the Imbalance Difference Quantity ( $QDIFFPIMB_{vy}$ ) for each Trading Site Supplier Unit, v, in each Imbalance Settlement Period, y, as follows:

*if* ( $SSPF_{vy} = 0$  *then*

$$QDIFFPIMB_{vy} = \text{Min} \left( \sum_{u \in s} QMLF_{uy} + \sum_{v \in s} QMLF_{vy}, 0 \right)$$

*else*

$$QDIFFPIMB_{vy} = 0$$

where:

(a)  $SSPF_{vy}$  is the **DS3 System Services Provider Flag** for Supplier Unit, v, in Imbalance Settlement Period, y.

~~(w)~~(b)  $\sum_{u \in s}$  is a summation over all Generator Units, u, in Trading Site, s, relevant to the Trading Site Supplier Unit;

~~(x)~~(c)  $\sum_{v \in s}$  is the value for the single Trading Site Supplier Unit, v, in Trading Site, s, in accordance with paragraph B.9.1.2;

~~(y)~~(d)  $QMLF_{uy}$  is the Loss-Adjusted Metered Quantity for Generator Unit u in Imbalance Settlement Period y; and

~~(z)~~(e)  $QMLF_{vy}$  is the Loss-Adjusted Metered Quantity for Supplier Unit, v, in Imbalance Settlement Period, y.

### Under TSC Part B Glossary

<a href="#">DS3 System Services Arrangements</a>	means, the contractual framework in place between each System Operator and <b>DS3 System Services Providing Unit</b> governing the provision of and remuneration for <b>DS3 System Services</b> required by each System Operator to maintain the secure and reliable operation of the system.
<b>DS3 System Services</b>	means the services essential to the proper functioning of the power system as defined in the <b>DS3 System Services Arrangements</b> .
<a href="#">DS3 System Services Provider Flag</a>	means, a binary value derived by the Market Operator for a Trading Site Supplier Unit indicating whether a <b>DS3 System Services Providing Unit</b> registered to that site was operating to provide <b>DS3 System Services</b> while at zero MW exported energy in a given imbalance settlement period.

<a href="#">DS3 System Services Providing Unit</a>	<a href="#">means, an apparatus or group of apparatus connected to the Transmission System or Distribution System that are contracted to provide DS3 System Services to their respective System Operator.</a>
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**LIST OF VARIABLES AND PARAMETERS**

<u>Topic:</u>	<u>Element:</u>	<u>Long Name:</u>	<u>Definition/Description:</u>	<u>Units:</u>
Variable	SRAS <sub>apbc</sub>	Settlement Reallocation Agreement Amount for Trading Payments, Trading Charges, Capacity Payments and Capacity Charges in respective of Secondary Participant	The Settlement Reallocation Agreement Amount in respect of a Secondary Participant, p, for a Settlement Reallocation Agreement, a, in a Billing Period, b, for Trading Payments and Trading Charges and a Capacity Period, c for Capacity Payments and Capacity Charges.	€
<u>Variable</u>	<u>SSPF<sub>vγ</sub></u>	<u>DS3 System Services Provider Flag</u>	<u>DS3 System Services Provider Flag for Supplier Unit, v, in Imbalance Settlement Period, γ</u>	<u>Number</u>
Variable	TINIV <sub>ukφ</sub>	Initial Net Imbalance Volume Tag	The Initial Net Imbalance Volume Tag for an Accepted Offer Quantity or Accepted Bid Quantity at rank, k, for a Generator Unit, u, in an Imbalance Pricing Period, φ, used as an interim tag that represents whether an Accepted Offer or Bid has been tagged prior to the Net Imbalance Volume tagging process.	Factor

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**Under TSC Part B Appendix K: Other Market Data Transactions**

**DATA TRANSACTIONS**

2. The Data Transactions in this Appendix K include:

**Data Transactions from System Operator to Market Operator**

(a) System Parameters (FCLAF)

...

(r) [DS3 System Services Provider Flag](#)

## Data Transactions from Interconnector Administrator to Market Operator

(b) (s) Interconnector Capacity Market Availability

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### **26. DS3 System Services Provider Flag Data Transaction**

The Data Records for the DS3 System Services Provider Flag Data Transaction are described in Table 3 and the Submission Protocol in Table 4.

#### **Table 16 –System Services Provider Flag Data Records**

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Jurisdiction

Trading Site Unit

Trading Day

Imbalance Settlement Period

DS3 System Services Provider Flag Value

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#### **Table 27 –System Services Provider Flag Data Submission Protocol**

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<u>Sender</u>	<u>System Operator(s)</u>
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<u>Recipient</u>	<u>Market Operator</u>
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<u>Frequency of Data Transactions</u>	<u>As Available</u>
---------------------------------------	---------------------

<u>First Submission time</u>	<u>As available</u>
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<u>Last Submission time</u>	<u>As available</u>
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<u>Permitted _____ frequency _____ of resubmission prior to last submission time</u>	<u>Unlimited</u>
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<u>Required resubmission subsequent to last submission time</u>	<u>None</u>
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<u>Valid Communication Channels</u>	<u>Type 1 (manual)</u>
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<u>Process for data validation</u>	<u>None</u>
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### **276. Interconnector Capacity Market Availability Data Transaction**

The Data Records for the Interconnector Capacity Market Availability Data Transaction are described in Table 3 and the Submission Protocol in Table 4.

**Table 38 – Interconnector Capacity Market Availability Data Transaction Data Records: Average values per Imbalance Settlement Period**

Interconnector  
 Trading Day  
 Imbalance Settlement Period  
 Maximum Import Capacity Market Availability ( $qCMAMAXI_{iv}$ )  
 Maximum Export Capacity Market Availability

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**Table 49 – Interconnector Capacity Market Availability Data Transaction Submission Protocol**

Sender	Interconnector Administrator
Recipient	Market Operator
Number of Data Transactions	One containing: Maximum Import Capacity Market Availability and Maximum Export Capacity Market Availability for each Imbalance Settlement Period in the relevant Trading Day for the relevant Interconnector.
Frequency of Data Transactions	Daily and as updated
First Submission time	As available
Last Submission time	Unlimited, prior to Imbalance Settlement Calculation
Permitted frequency of resubmission prior to last submission time	Unlimited
Required resubmission subsequent to last submission time	In the event of a change in the magnitude of Capacity Market Availability in either direction, resubmission is possible prior to Imbalance Settlement Calculation or as required to resolve a Settlement Query or a Dispute where the Data Records in the Transaction are discovered to be in error.
Valid Communication Channels	Type 3 (computer to computer)

Process for data validation	None
<b>Modification Proposal Justification</b> <i>(Clearly state the reason for the Modification)</i>	
<p>Some units in the SEM currently have modes such as synchronous compensation capability or the ability to provide reactive power at OMW which are not currently modelled in the energy market. Such capability can be very useful to the system operator, for example, maintaining voltage stability and may be used instead of dispatching on more expensive units to provide services. However, a unit in sync comp mode consumes energy, as does a windfarm providing reactive power while at OMW. The associated energy costs must be remunerated or else it will not be economic for the unit to provide this mode of operation. The current workaround of out-of-market standalone contracts lacks transparency. As this capability contributes to voltage stability, which is an important element of system reliability, the SO is of the opinion that integrating the mode into the energy market would allow it to be used in the most optimum way and deliver the most value to the consumer. The same principle also applies to other units which may have the capability of being dispatched to provide services critical to power system operation and consume energy in order to enact this service provision.</p>	
<b>Code Objectives Furthered</b> <i>(State the Code Objectives the Proposal furthers, see Section 1.3 of Part A and/or Section A.2.1.4 of Part B of the T&amp;SC for Code Objectives)</i>	
<p>This proposal aims to further Code Objectives</p> <p>1.3.5 <i>“to provide transparency in the operation of the Single Electricity Market”;</i></p> <p>by dealing with synchronous compensation and OMW windfarm mode payments transparently through the balancing market rather than through out-of-market mechanisms.</p> <p>and</p> <p>1.3.7 <i>“to promote the short-term and long-term interests of consumers of electricity on the island of Ireland with respect to price, quality, reliability, and security of supply of electricity.”</i></p> <p>as provision of adequate voltage support is essential to the reliability of the power system.</p>	
<b>Implication of not implementing the Modification Proposal</b> <i>(State the possible outcomes should the Modification Proposal not be implemented)</i>	
<p>Failure to implement the proposal will necessitate continued out-of-market contracts and associated energy payments to account for synchronous compensation mode and other non-energy services. Where there is no payment rate associated with dispatching a unit into a particular mode to provide a service, running a tender for it is problematic. It would greatly increase transparency if unit dispatch for non-energy services were accounted for within the SEM.</p>	

<b>Working Group</b> <i>(State if Working Group considered necessary to develop proposal)</i>	<b>Impacts</b> <i>(Indicate the impacts on systems, resources, processes and/or procedures; also indicate impacts on any other Market Code such as Capacity Marker Code, Grid Code, Exchange Rules etc.)</i>
	Potential system and process impacts include EDIL, MMS, CSB and TSO processes.
<i>Please return this form to Secretariat by email to <a href="mailto:balancingmodifications@sem-o.com">balancingmodifications@sem-o.com</a></i>	

#### 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 either Part A or Part B Appendix D "List of Agreed Procedures". The Proposer will need to specify whether the Agreed Procedure to modify refers to Part A, Part B or both.
T&SC / Code:	means the Trading and Settlement Code for the Single Electricity Market. The Proposer will also need to specify whether all Part A, Part B, Part C of the Code or a subset of these, are affected by the proposed Modification;
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 Part A or Chapter B of Part B of the Code (and Part A Agreed Procedure 12 or Part B 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:
  - 1.1 to the Market Operator and the Regulatory Authorities to publish and/or distribute the Modification Proposal for free and unrestricted access;
  - 1.2 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;
  - 1.3 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.