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| **MODIFICATION PROPOSAL FORM** | | | | | |
| **Proposer** | **Date of receipt** | | **Type of Proposal** | | **Modification Proposal ID** |
| **SEMO** | **02 June 2014** | | **Standard / Urgent/Provisional** | | **Mod\_07\_14** |
| **Contact Details for Modification Proposal Originator** | | | | | |
| **Name** | | **Telephone number** | | **Email address** | |
| **Dermot Campfield** | | **02890 707477** | | **Dermot.campfield@sem-o.com** | |
| **Modification Proposal Title** | | | | | |
| **Change to Final Registration Meeting Requirements to allow for email** | | | | | |
| **Documents affected**  *(delete as appropriate)* | | **Section(s) Affected** | | **Version number of T&SC or AP used in Drafting** | |
| **AP1** | | Section 3.2.5; Step 4.1 | | **Version 14** | |
| **Explanation of Proposed Change**  *(mandatory by originator)* | | | | | |
| The proposed change is to allow for SEMO to hold a final Registration meeting via email, rather than via conference call or in person, when appropriate, for the agreement of a market Effective Date for new market registrations. | | | | | |
| **Legal Drafting Change**  *(Clearly show proposed code change using* ***tracked*** *changes, if proposer fails to identify changes, please indicate best estimate of potential changes)* | | | | | |

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| **3.2.5 Procedural Steps**   | **#** | | **Procedural Step** | | **Timing** | **Method** | **By/From** | **To** | | --- | --- | --- | --- | --- | --- | --- | --- | | 3.6 | | Have all requirements for Stage 3 been met?   * If all requirements haven’t been met then go back to Step 3.1 * Otherwise if all requirements have been met this completes Stage 3   End of Stage 3 | |   **Stage 4: Go Live**   |  |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | 4.1 | | Organise final Registration meeting with all relevant Parties to determine the Effective Date and discuss any outstanding clarifications or issues.   * If there are no outstanding issues, continue from step4.2 and 4.3 in tandem. * If there are outstanding issues, Party (or Applicant), System Operator, Meter Data Provider, and/or Interconnector Administrator work together to resolve the issue, with the Market Operator coordinating and facilitating meetings and communication contacts, the process is on hold until issue resolved. * If the registration is withdrawn all parties are informed and the process ends | | 1 WD after Stage 3 completion | | Conference call, Meeting or Email | | Market Operator | | Participant, System Operator, Interconnector Administrator, Meter Data Provider | | | 4.2 | | Post required Credit Cover based on Agreed Procedure 9 “Management of Credit Cover and Credit Default”   * If Credit Cover is not posted according to timelines, go back to step 4.1 | | As early as possible but at least 5 Working Days prior to the Effective Date | | - | | Party | | Market Operator | | |

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| **Modification Proposal Justification**  *(Clearly state the reason for the Modification)* | |
| This Modification allows for the agreement of a market Effective Date for a new registration to be carried out by conference call, meeting or email.   * In the final stages of a new registration, a meeting is set up to agree a market Effective Date. By insisting that this take place via conference call or a physical meeting the registration can be delayed, depending on availability of all the invested stakeholders. * An email is an auditable, effective and expedient way of agreeing completion of a registration and agreement of a market Effective Date. There are times when this is the most appropriate method of communication. * The other final Registration Meeting formats, conference call and physical meeting will be used when appropriate. | |
| **Code Objectives Furthered**  *(State the Code Objectives the Proposal furthers, see Section 1.3 of T&SC for Code Objectives)* | |
| This proposal aims to further the following Code objectives:  **Objective 1.3.1**  to facilitate the efficient, economic and coordinated operation, administration and development of the Single Electricity Market in a financially secure manner;  **Objective 1.3.5**   1. to provide transparency in the operation of the Single Electricity Market;   **Objective 1,3,6**   1. to ensure no undue discrimination between persons who are parties to the Code; | |
| **Implication of not implementing the Modification Proposal**  *(State the possible outcomes should the Modification Proposal not be implemented)* | |
| The Agreed Procedure will remain in its current format. Final Registration Meetings will be held via conference call or meeting, which may result in delays in unit registration. | |
| **Working Group**  *(State if Working Group considered necessary to develop proposal)* | **Impacts**  *(Indicate the impacts on systems, resources, processes and/or procedures)* |
| No | n/a |
| ***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.**