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| **MODIFICATION PROPOSAL FORM** |
| **Proposer***(Company)* | **Date of receipt***(assigned by Secretariat)* | **Type of Proposal***(delete as appropriate)* | **Modification Proposal ID***(assigned by Secretariat)* |
| **Airtricity** | **22 July 2011** | **Provisional** | **Mod\_24\_11** |
| **Contact Details for Modification Proposal Originator** |
| **Name** | **Telephone number** | **Email address** |
| **Emeka Chukwureh** | **+353 1 655 6589** | **emeka.chukwureh@airtricity.com** |
| **Modification Proposal Title** |
| **Reflection of Physical Fixity of Interconnector Flows in Operational Data Transactions** |
| **Documents affected***(delete as appropriate)* | **Section(s) Affected** | **Version number of T&SC or AP used in Drafting** |
| **T&SC****AP** | **AP 6 & 16** | **V9.0** |
| **Explanation of Proposed Change***(mandatory by originator)* |
| A concern that has arisen from the Intra-Day process relates to the fact that while physical volume flows are fixed on the Interconnector, reflecting the requirement for balancing in two connected markets (SEM & BETTA), the settlement data isn’t fixed. While this hasn’t resulted in any issues till date, given the anticipated increases in cross-border trades with effective capacity increases at Moyle and new capacity with EWIC, it is not improbable for a situation to arise where data values may change between the Indicative (D+1) and the Initial (D+4).To illustrate from the Code, AP6 (table on page 29, effective row 4) refers to the Initial Interconnector Flows and Residual Capacity data report, which is issued 4 days after trading. Row 3 before that refers to the Indicative version of the same report, which is published 1 day after trading. As explained earlier, given the physical reality on interconnectors, the data on these would, and should, essentially be the same.However AP 16 (table on page 8, effective row 2) refers to a data transaction between SEMO and relevant MDPs for Initial Price Effecting Generation Metering, conducted by D+3. This data transaction would effectively also capture data relating to Interconnector flows.From the foregoing there are two broad classes of points of failure: the first is internal to SEMO, wherein data could be corrupted between D+1 and D+4. This however is not a major problem class as the data/settlement query process could easily resolve it. It is the second class of problem, when in the second data transaction (Initial) between SEMO and the IA, such data may have changed at the IA before transmitting to SEMO. This may be inadvertent, but may (or may not – hence the provisional nature of this modification proposal) have significant implications for volume positions on IUs. Given that there is really no significant binding obligation on the IA in the T&SC, we would like an examination of this area, perhaps to essentially eliminate the second data transaction between SEMO and the IA. |
| **Legal Drafting Change***(Clearly show proposed code change using* ***tracked*** *changes, if proposer fails to identify changes, please indicate best estimate of potential changes)* |
| **AP6**

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**AP16**

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| **Data Transaction** | **Identifier** | **SEM Business Process Supported** | **Frequency, including latest time of delivery** | **Data Records containing best available data** |
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| **Modification Proposal Justification***(Clearly state the reason for the Modification)* |
| The reason for this modification would be primarily to eliminate the point of potential failure in data transactions between SEMO and the IA, relating to fixed interconnector flow volumes, which may have some implications for IUs volume positions in interconnected markets. |
| **Code Objectives Furthered***(State the Code Objectives the Proposal furthers, see Section 1.3 of T&SC for Code Objectives)* |
| 1. to facilitate the participation of electricity undertakings engaged in the generation, supply or sale of electricity in the trading arrangements under the Single Electricity Market;
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| **Implication of not implementing the Modification Proposal***(State the possible outcomes should the Modification Proposal not be implemented)* |
| A risk element would remain in the market regarding deviations in data values for volumes that are essentially fixed. If this does have a bearing on volumes in interconnected markets, the impact on IUs could be significant. |
| **Working Group***(State if Working Group considered necessary to develop proposal)* | **Impacts***(Indicate the impacts on systems, resources, processes and/or procedures)* |
| No. But a thorough briefing by the IA would be necessary. | Would impact data exchange and publication processes. System impacts would most likely be minimal. |
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| ***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.**