**Appointment of Data Processing Entity**

**To: EirGrid plc and SONI Ltd, acting in their joint capacity as SEMO**

**By email:** **BalancingMarketRegistration@sem-o.com**

In this form, “**Code**” means the Single Electricity Market Trading and Settlement Code that governs the trading arrangements for the Balancing Market and the settlement arrangements for the Capacity Market, as may be modified, amended, varied or replaced from time to time.

Capitalised terms which are not defined in this form shall have the meanings ascribed thereto in the Code.

[X][[1]](#footnote-2) (the “**Appointing** **Party**”), having entered into a Framework Agreement dated [INSERT DATE], is a Party under the Code.

The Appointing Party hereby authorises [Y][[2]](#footnote-3) (the “**Agent**”) for the purposes of Sections B.27.1.2 and C.1.2.1 of Part B of the Code to act as a Data Processing Entity and to do any or all of the following tasks for and on behalf of the Appointing Party and any of its Participants:

(a) submit applicable Data Transactions

(b) raise Settlement Queries; or

(c) to view but not modify Settlement Statements,

(the “**Authorised Activities**”).

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| **Party Name** |  |
| **Party ID** |  |
| **Participant ID(s)** |  |

Each of the Appointing Party and the Agent agree and acknowledge that:

1. The Agent shall comply with all requirements set out in the Code in respect of the Authorised Activities and, without prejudice to the generality of the foregoing, must satisfy the Communication Channel Qualification.
2. Notwithstanding the appointment of the Agent as a Data Processing Entity:
	1. the Appointing Party shall at all times remain liable for the performance of, and compliance with, the Code by the Agent in respect of the Authorised Activities;
	2. the Appointing Party shall remain liable at all times for fulfilling its obligations under the Code; and
	3. in accordance with to Section C.1.2.3 of the Code, any acts and omissions of the Agent in its capacity as a Data Processing Entity of the Appointing Party are taken to be those of the Appointing Party.
3. Data Transactions must be submitted in accordance with the rules as set out in Chapter C and Appendices F to L (inclusive) of the Code.

The Agent hereby consents to act as Data Processing Entity for the purposes of Section B.27.1.2 and Section C.1.2 of the Code as provided for above and effective from [INSERT DATE], until such date on which the Agent and the Data Processing Entity notify SEMO in writing that the Agent’s appointment as a Data Processing Entity has terminated.

[*signature page follows*]

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| **Appointing Party** |
| Name:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| **Agent** |
| Name:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

1. Insert full legal entity name and company number. Delete this footnote after insertion. [↑](#footnote-ref-2)
2. Insert full legal entity name and company number. Delete this footnote after insertion. [↑](#footnote-ref-3)