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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)* |
| **SEMO** | **28 November 2018** | | **Standard** | | **Mod\_37\_18** |
| **Contact Details for Modification Proposal Originator** | | | | | |
| **Name** | | **Telephone number** | | **Email address** | |
| **Katia Compagnoni** | |  | | **Katia.compagnoni@sem-o.com** | |
| **Modification Proposal Title** | | | | | |
| **Housekeeping between V20 and V21** | | | | | |
| **Documents affected**  *(delete as appropriate)* | | **Section(s) Affected** | | **Version number of T&SC or AP used in Drafting** | |
| **T&SC Part A/Part B/Part C**  **Appendices Part A**  **Glossary Part B**  **Agreed Procedures Part A/Part B** | | **Part A 2.35 and 6.50, Appendix M and O, AP04 – Part B F.2.2.1A, G.2.10.2, G.2.10.5, G.14.3.1, G.14.4.1, section H.6 to H.12, Glossary, AP09 and AP16 – Part C section 12 to 14** | | **V20 redlined with all Mods effective on the Baseline as of 26th Nov 2018** | |
| **Explanation of Proposed Change**  *(mandatory by originator)* | | | | | |
| While preparing version 21of the T&SC to include all 44 approved Modifications since the publication of version 20, a number of general housekeeping items were identified and are reported in this Modifications. These include:   * Missing headings, Appendix or AP titles; * Incorrect paragraph numbering or numbering style; * Incorrect list or sublist numbering * Formatting and adjustments to terms upper/lower cases; * Punctuation.   A number of other issues were also identified; however, they affected changes that could not be classified as housekeeping and will be included in a separate Modification or Modifications as appropriate.  To facilitate review from the Panel, in the legal drafting of this Modification, only the new housekeeping changes are shown as redlined; changes have been applied to the approved Legal Drafting of each FRR and/or Regulatory decisions. The changes are shown respecting the numbering order of the T&SC starting from Part A and the hierarchy of the T&SC documentation, therefore changes from the same Modification may not be grouped together. Individual Modifications are shown before each change for ease of reference to the original FRR. A redline version of V20 of the T&SC, where the Modifications have been applied as per the original FRR without the housekeeping correction, will be made available to the Panel in conjunction with this Modification.  Please disregard possible font size discrepancies in this Modification due to differences in the original FRRs which are not reflected in the actual published T&SC.  For completeness and transparency please note the following:   * MOD\_04\_17 and relevant FRR include text from Part A Appendices with incorrect list numbering in paragraphs K2, K.4A, K.23, M4, M34, M37, N55, N55A, N55B, N56. This was due to a copy and paste automatic update in the drafting of the Mod/FRR. Numbering was correct in the original version of the Appendices therefore no change required. * As part of the update for MOD\_04\_17 it was noted that lists numbering throughout Part A Appendix O were incorrect. It is not clear when this occurred but it is likely due to a publication corruption on previous versions of the Code. Due to the extent of the issue we have provided a sample in the legal drafting below and we will capture the full correction in the publication of V21. * MOD\_06\_17 introduced new Glossary definitions in Part C. those have been included in the redline version of the T&SC in alphabetical order, in line with T&SC convention, even though they were not so in the Mod and relevant FRR. * Part C Appendix B added as part of Mod\_06\_17 is shown as fully redlined as entirely copied from FRR and pasted into Part C. This is to limit manual intervention in this part of the text to apply the changes. * MOD\_07\_18 went through two iterations of Modification proposals and two FRRs. In the drafting of V2 of the Mod an error from V1 was captured and redlined in paragraph N.9. However this did not exist in the original paragraph of the Code as it was due to drafting errors in the V1 of the Mod. No change was required to the T&SC. * MOD\_29\_18 introduced two new Part B Glossary definitions. The MOD and FRR show them in italic and with inverted commas; however they have been inserted in the redline version of the T&SC with a style and convention consistent with Part B Glossary, therefore removing inverted comma and italic format. * A clerical error in the FRR for MOD\_19\_18, meant that the deletion of a redundant definition for Aggregate Settlement Document Amount was dropped in error; however the original modification stated it should be deleted because redundant as it is covered in the variable list as SDApbc. The Mod was voted on that basis and the FRR has no comment with regard to the rejection of this change. Based on this, we have kept the deletion of that variable in the Part B Glossary . * The Code is conventionally structured in chapters, sections, subsections and paragraphs. This Mod is trying to capture any deviation within the Code (i.e. ‘clause’ instead of ‘paragraph’ etc); however references to/in external documents (such as the Deed of Charge) are left unchanged. | | | | | |
| **Legal Drafting Change**  *(Clearly show proposed code change using* ***tracked*** *changes, if proposer fails to identify changes, please indicate best estimate of potential changes)* | | | | | |
| ***Changes to Part A Main body of the T&SC:***  **From MOD\_04\_17 ‘Solar in the SEM’**   * 1. A Party (or Applicant, as applicable) shall, on registration of a Generator Unit, specify if the Unit is:  1. a Wind Power Unit; 2. an Energy Limited Generator Unit; 3. a Pumped Storage Unit; 4. a Battery Storage Unit; 5. a Demand Side Unit provided the Party has the approval of the Regulatory Authorities in accordance with paragraph 2.34B; 6. an Aggregated Generator Unit provided the Party has the approval of the Regulatory Authorities in accordance with paragraph 2.34C; 7. a Netting Generator Unit; 8. an Interconnector Unit; 9. a Dual Rated Generator Unit, provided the Party has the approval of the Regulatory Authorities in accordance with paragraph 2.34A; or 10. a Solar Power Unit.   **From Mod\_02\_17 ‘Unsecured Bad Energy Debt and Unsecured Bad Capacity Debt Timelines’**  6.50 Payment shall be in accordance with the following:  …..   1. the Market Operator shall, subject to the provisions of the Code, pay each Self Billing Invoice to any Participant who is a SEM Creditor by paying the amount due from the SEM Trading Clearing Account or SEM Capacity Clearing Account as applicable to the SEM Creditor’s designated bank account or bank accounts, for full value by the Self Billing Invoice Due Date. The Self Billing Invoice Due Date is 17:00, 4 Working Days after the date of the Self Billing Invoice except where an Unsecured Bad Debt has occurred; and   ***Changes to Part B Main body of the T&SC:***  **From Mod\_13\_17 ‘Deferral of SEM NEMO Credit Reports and Non-Acceptance of Contracted Quantities’**  F.2.2.1A Each Scheduling Agent for a Participant shall not submit to the Market Operator details of any Contracted Quantities , as contemplated by paragraph F.2.2.1, for any Participant registered under a Party for whom suspension is in effect under a Suspension Order for any of its Units.  **From Mod\_17\_17 ‘Recovery of Costs due to Invalid Ex-Ante Contracted Quantities in Imbalance Settlement’**   * + - 1. Where a SEM NEMO considers that a Contracted Quantity is invalid, then the SEM NEMO may notify the Market Operator where it believes there is a risk the costs (or part thereof) incurred in relation to the invalid Contracted Quantity will not be recovered under the Market Rules of the Ex Ante Market. Any notification so given will specify:          1. the Unit to which the invalid Contracted Quantity relates (in this section G.2.10 called the “**Specified Unit**”);          2. the applicable invalid Contracted Quantity;          3. the Imbalance Settlement Period to which the invalid Contracted Quantity relates;          4. the steps that the SEM NEMO (or any Delegate (as defined in paragraph B.8.1.4(a) of the Code) has taken or will take to recover the costs incurred in relation to the invalid Contracted Quantity and the mechanisms that will be used (whether by the SEM NEMO or any Delegate) to seek to recover those costs under the Market Rules of the Ex Ante Market; and          5. the reason the SEM NEMO believes there is a risk that the costs (or part thereof) incurred in relation to the invalid Contracted Quantity will not be recovered under the Market Rules of the Ex Ante Market.       2. notice under paragraph G.2.10.2 in respect of a Contracted Quantity before the time determined in accordance with paragraph G.2.10.3:          1. the Market Operator shall take the following steps:   to the maximum extent permissible at law, the amount payable by the Market Operator to the Participant in respect of the specified Unit (called the “**Relevant Participant**”) under section G.2.5 on the relevant Payment In Due Date shall be reduced by an amount (called the “**Reassigned Amount**”) equal to the specified invalid Contracted Quantity multiplied by the Imbalance Settlement Price for the Imbalance Settlement Period to which the invalid Contracted Quantity relates; and  to the extent that the Reassigned Amount is less than the unadjusted amount payable by the Market Operator to the Relevant Participant under section G.2.5 on the relevant Payment In Due Date (the difference between the two amounts is in this sub-paragraph (ii) referred to as the “**Initial Shortfall**”), the Market Operator shall make a Credit Call on the Relevant Participant’s Posted Credit Cover for payment of the lesser of the initial shortfall and the amount of the Posted Credit Cover (and, for the purpose of making such Credit Call on the Relevant Participant’s Posted Credit Cover:  paragraph G.2.6.2 applies as if the draw-down amount was a “Shortfall” (and ignoring references to Agreed Procedure 15 when applying paragraph G.2.6.2); and  the Relevant Participant shall be deemed to be in default of an obligation to pay the amount drawn-down pursuant to this Code),  (the aggregate amount of the reduction under sub-paragraph (i) and the amount drawn down under sub-paragraph (ii) is called the “**Recovered Amount**”);   * + - * 1. the amount payable by the relevant SEM NEMO to the Market Operator under section G.2.5 on the relevant Payment Out Due Date shall be reduced by the Recovered Amount; and         2. the Market Operator shall share information with the SEM NEMO on the Relevant Participant’s payments, collateral and the Recovered Amounts in order to co-ordinate the recovery of the Reassigned Amount, whether under this Code or under the Market Rules for the Ex-Ante Market.   **From Mod\_15\_17 ‘Credit Treatment for Adjusted Participants’ . Part B originally had 'total Daily Amounts' in G.12.4.2 which was corrected in housekeeping N1 because the correct defined term is 'Total Daily Amounts' (CDAY) and has now been reflected here. Also references changed to subsection for consistency and completeness in both the following paragraphs:**   * + - 1. The Credit Assessment Volume for a New or Adjusted Participant p (VCASpγ) shall be a forecast of Metered Demand in respect of a New or Adjusted Participant's Supplier Units based upon information provided by the Participant in accordance with subsection G.12.4 and used in the calculation of the Participant's Required Credit Cover.       2. The Credit Assessment Volume (VCAGpγ) for a New or Adjusted Participant p in Imbalance Settlement Period γ shall be a forecast of Imbalance relating to Total Daily Amounts in respect of the Participant's Generator Units based upon information provided by the Participant in accordance with subsection G.12.4 and used in the calculation of the Participant's Required Credit Cover.   **From Mod\_10\_17 ‘Ex Ante Quantities Deferral’, From Mod\_11\_17 ‘Deferral of Information Imbalance Charges’ and From Mod\_16\_18 ‘Interim Suspension Delay Periods’**     * 1. INTERIM PROVISIONS   H.6.1.1 Each of the Interim Provisions set out in the following paragraphs shall have effect until the relevant Modification Deployment Date, and each Interim Provision which replaces a provision of the Code shall have effect in place of the specified provision until that date, from which time the replaced provision shall commence and apply. Once the Modification Deployment Date has passed the text of the relevant Interim Provision shall be replaced with “Intentionally blank”.   * 1. CALCULATION OF REQUIRED CREDIT COVER FOR THE UNDEFINED EXPOSURE PERIOD   H.7.1.1 Until the Date that is the Mod\_11\_17 Deployment Date, Appendix G “Settlement Statements, Settlement Reports and Settlement Documents” paragraph 14 shall be replaced with the following :  **“**14. The Market Operator shall ensure that a Settlement Statement and Settlement Reports for Trading Payments and Trading Charges issued to a Participant for its Generator Units provides to Participants, when considered in conjunction with other supplementary reports made available to the Participant under the same timeframes and over the same Communication Channels, inter alia, for the relevant Generator Unit u in each Imbalance Settlement Period γ for the relevant Settlement Day in Billing Period b, values of:   * + - * 1. Total Daily Amounts for the Participant (Settlement Day value);         2. the Imbalance Component Payment or Charge for the Generator Unit;         3. the Premium Component Payment for the Generator Unit;         4. the Discount Component Payment for the Generator Unit;         5. the Offer Price Only Accepted Offer Payment or Charge for the Generator Unit;         6. the Bid Price Only Accepted Bid Payment or Charge for the Generator Unit;         7. the Curtailment Payment or Charge for the Generator Unit;         8. the Uninstructed Imbalance Charge for the Generator Unit;         9. the Fixed Cost Payment or Charge for the Generator Unit (where calculable over the Billing Period and included in the last Settlement Day of the Billing Period);         10. the Testing Charge for the Generator Unit;         11. Metered Quantity for the Generator Unit;         12. Actual Availability Quantity for the Generator Unit;         13. Ex-Ante Quantity for the Generator Unit;         14. Dispatch Quantity for the Generator Unit;         15. Loss-Adjusted Accepted Offer Quantities, with corresponding Bid Offer Prices, for the Generator Unit;         16. Loss-Adjusted Accepted Bid Quantities, with corresponding Bid Offer Prices, for the Generator Unit;         17. Loss-Adjusted Offer Price Only Accepted Offer Quantities for the Generator Unit;         18. Loss-Adjusted Bid Price Only Accepted Bid Quantities for the Generator Unit;         19. Biased Accepted Offer Quantities for the Generator Unit;         20. Biased Accepted Bid Quantities for the Generator Unit;         21. Loss-Adjusted Non-Firm Accepted Bid Quantities for the Generator Unit;         22. Loss-Adjusted Trade Opposite TSO Accepted Offer Quantities for the Generator Unit;         23. Loss-Adjusted Trade Opposite TSO Accepted Bid Quantities for the Generator Unit;         24. Curtailment Quantities for the Generator Unit;         25. System Service Flag for each Generator Unit;         26. System Service Difference Quantity for each Generator Unit;         27. Start Up Costs for the Generator Unit;         28. No Load Costs for the Generator Unit;         29. Imbalance Settlement Price;         30. Curtailment Price; and         31. Market Back Up Price.   The Settlement Statement version will be indicated.”  For the avoidance of doubt, this supersedes the obligation contained in Agreed Procedure 15 section 2.3 to publish the Information Imbalance Charge for Generator Units within Settlement Documents until the date that is the Mod\_11\_17 Deployment Date.  H.8 Calculation of Ex Ante Quantity   * + - 1. Until the date that is the Mod\_10\_17 Deployment Date, paragraph F.5.2.6 shall be replaced with:   “Intentionally blank”   * + - 1. Until the date that is the Mod\_10\_17 Deployment Date, paragraph F.5.2.7 shall be replaced with:   “Intentionally blank”   * + - 1. Until the date that is the Mod\_10\_17 Deployment Date, paragraph F.5.2.8 shall be replaced with:   “Intentionally blank”   * + - 1. Until the date that is the Mod\_10\_17 Deployment Date, paragraph F.5.2.9 shall be replaced with:   “Intentionally blank”  H.9 Non-Acceptance of Contracted Quantities  H.9.1.1 Until the date that is the Mod\_13\_17 Deployment Date, B.19.2.1 shall be replaced with:  **“**B.19.2.1 Where a Dispute concerns:   * + - * 1. the application of the provisions of the Code relating to Credit Cover Requirements and action is being taken under section G.2.6 or G.12.1; or         2. intentionally blank,   then:   * + - * 1. the Disputing Party and the Market Operator shall negotiate in good faith and use reasonable endeavours to resolve the Dispute within 1 Working Day or otherwise as soon as is practicable; and         2. unless the Disputing Party and the Market Operator agree a resolution to the Dispute:   within five Working Days of receipt of the Notice of Dispute; or  within 10 Working Days, if the Disputing Parties agree to extend this time,  the Disputing Party may refer the Dispute to a Dispute Resolution Board by issuing a Referral Notice as soon as practicable, and in any case within 5 Working Days of the expiry of the negotiating timelines set out in this paragraph B.19.2.1, otherwise the Dispute will be deemed to be withdrawn.”  H.9.1.2 Until the date that is the Mod\_13\_17 Deployment Date, F.2.2.3 shall be replaced with:  “F.2.2.3 Intentionally blank”  H.9.1.3 Until the date that is the Mod\_13\_17 Deployment Date, G.12.3 shall be replaced with:  “G.12.3 Intentionally blank”  H.9.1.4 Until the date that is the Mod\_13\_17 Deployment Date, G.12.3.1 shall be replaced with:  “G.12.3.1 Intentionally blank”  H.9.1.5 Until the date that is the Mod\_13\_17 Deployment Date, G.12.3.2 shall be replaced with:  “G.12.3.2 Intentionally blank”  H.9.1.6 Until the date that is the Mod\_13\_17 Deployment Date, G.12.3.3 shall be replaced with:  “G.12.3.3 Intentionally blank”  H.9.1.7 Until the date that is the Mod\_13\_17 Deployment Date, G.12.3.4 shall be replaced with:  “G.12.3.4 Intentionally blank”  H.9.1.8 Until the date that is the Mod\_13\_17 Deployment Date, Agreed Procedure 09 section 2.5.2 ‘Non-Acceptance of Contracted Quantities’ shall be replaced with:  “Each Scheduling Agent for a Participant shall submit to the Market Operator details of the Contracted Quantities in accordance with paragraph F.2.2.1 of the Code.”  H.9.1.9 Until the date that is the Mod\_13\_17 Deployment Date, the Procedural Step details of Step 2 in Agreed Procedure 09 section 3.1 ‘Management of Credit Cover Requirements’ shall be replaced with:  “In respect of any Participant the Market Operator shall accept Contracted Quantities for any Units submitted by the relevant Scheduling Agent under paragraph F.2.2.1 of the Code and update the Credit Assessment for that Participant as appropriate.”   * 1. CALCULATION FOR UNDEFINED EXPOSURE PERIOD      + 1. Until the date that is the Mod\_09\_18 Deployment Date, any Participant who has registered an Autoproducer Unit or a Demand Side Unit may apply to the Market Operator to be treated as an Adjusted Participant and the Market Operator shall facilitate this request. The Credit Assessment Volumes for such a Participant, submitted in accordance with G.14.3.1 and G.14.4.1 for Supplier and Generator Units respectively, may be amended by the Market Operator in order to represent within Required Credit Cover calculations the extent to which Generation and Demand are netted for Settlement calculations.   2. TIMING OF SUSPENSION      + 1. Until the date that is the Mod\_XX\_18 Deployment Date, Section B, paragraph B.18.4.1 shall be replaced with;   “B.18.4.1 The Supplier Suspension Delay Period and the Generator Suspension Delay Period in relation to each Jurisdiction shall be 7 days.”  H.12 INTERIM RULES TO APPLY FOR A FIXED PERIOD OF TIME FOR APPENDIX O “INSTRUCTION PROFILING CALCULATIONS”  H.12.1 Instruction Profiling and Bid Offer Acceptance Quantity Outcomes for use of Validated Technical Offer Data on a Settlement Day Basis   * + - 1. Until the date that is the Mod\_24\_18 Deployment Date, paragraph 10 of Appendix O “Instruction Profiling Calculations” shall be replaced with:   “10. The Market Operator shall, for each entire Settlement Day, use the following Registration Data and Accepted Technical Offer Data for the Trading Day containing the start of that Settlement Day, provided in accordance with Appendix H: “Data Requirements for Registration” and Appendix I: “Offer Data” respectively, to calculate all Instruction Profile types for that Settlement Day:   * + - * 1. Registered Capacity / Maximum Generation;         2. Hot Cooling Boundary;         3. Warm Cooling Boundary;         4. Block Load Flag;         5. Block Load Cold, Block Load Warm and Block Load Hot;         6. Loading Rate Hot 1, 2 & 3;         7. Loading Rate Warm 1, 2 & 3;         8. Loading Rate Cold 1, 2 & 3;         9. Load Up Break Point Hot 1 & 2;         10. Load Up Break Point Warm 1 & 2;         11. Load Up Break Point Cold 1 & 2;         12. Soak Time Hot 1 & 2;         13. Soak Time Warm 1 & 2;         14. Soak Time Cold 1 & 2;         15. Soak Time Trigger Point Hot 1 & 2;         16. Soak Time Trigger Point Warm 1 & 2;         17. Soak Time Trigger Point Cold 1 & 2;         18. Ramp Up Rate 1, 2, 3, 4 & 5;         19. Ramp Up Break Point 1, 2, 3 & 4;         20. Dwell Time Up 1, 2 & 3;         21. Dwell Time Down 1, 2 & 3;         22. Dwell Time Up Trigger Point 1, 2 & 3;         23. Dwell Time DownTrigger Point 1, 2 & 3;         24. Ramp Down Rate 1, 2, 3, 4 & 5;         25. Ramp Down Break Point 1, 2, 3 & 4;         26. Deloading Rate 1 & 2;         27. Deload Break Point;         28. Maximum Ramp Up Rate (applicable to Demand Side Units);         29. Maximum Ramp Down Rate (applicable to Demand Side Units);         30. Dispatchable Quantity (Maximum Generation applicable to Demand Side Units);         31. Start of Restricted Range 1;         32. End of Restricted Range 1;         33. Start of Restricted Range 2;         34. End of Restricted Range 2;         35. Short Term Maximisation Capability;         36. Registered Minimum Stable Generation;         37. Registered Minimum Output;         38. Pumping Capacity;         39. Pumped Storage and Battery Storage Flag;         40. Battery Storage Capacity; and         41. Fuel Type.”       1. Until date that is the Mod\_24\_18 Deployment Date, paragraph 26 of Appendix O “Instruction Profiling Calculations” shall be replaced with:   “26. The normal operating modes for a Synchronised Generator Unit are load up mode, ramp up mode, ramp down mode and deload mode. Each operating mode of a Generator Unit is described by a piecewise linear Operating Trajectory that describes the theoretical Output of a Generator Unit over time. The Technical Offer Data used to determine the piecewise linear Operating Trajectory shall be the Accepted Technical Offer Data for the Trading Day containing the start of that Settlement Day containing the Instruction Effective Time of the Dispatch Instruction.”  ***Changes to Part B Glossary from MOD\_11\_17***   |  |  | | --- | --- | | Interim Provisions | means the provisions referred to in section H commencing at section H.7, each of which shall apply, in accordance with section H.6, until terminated on the relevant Modification Deployment Date. | | | | | | |
| ***Changes to Part C Main body of the T&SC:***  **From MOD\_17\_18 ‘Transitional Provisions for Cutover’**   1. Transitional Billing Periods and Capacity Periods   12.1.1 The Billing Periods and Capacity Periods which contain the Cutover Time will be defined as follows;   * + - * 1. **Final Part A Billing and Capacity Periods**   **Billing Period or BP** - means the period commencing at 00:00 on Sunday of the week containing the Cutover Time and ending at the Cutover Time. It is the period of time over which Trading Payments and Trading Charges are based for the final Part A billing period.  **Capacity Period or CP** - means the period commencing at 00:00 on the first day of the Month containing the Cutover Time and ending at the Cutover Time. It is the period of time over which Capacity Payments and Capacity Charges are based for the final Part A capacity period.   * + - * 1. **Initial Part B Billing and Capacity Periods**   **Billing Period or BP** - means the period commencing at the Cutover Time and ending at the 00:00 on the subsequent Sunday. It is the period of time over which Trading Payments and Trading Charges are based for the first Part B billing period.  **Capacity Period or CP** - means the period commencing at the Cutover Time and ending at 00:00 on the first day of the subsequent calendar Month. It is the period of time over which Capacity Payments and Capacity Charges are based for the first Part B capacity period.   1. Transitional Eligible Availability for Energy Limited, Pumped Storage and Battery Storage Units   13.1.1 For the final Part A Capacity Period, defined in Part C paragraph 12.1, the factor of 0.75 contained in condition 1 of Part A paragraphs 5.105, 5.108, 5.132, 5.132A, 5.136 and 5.136A shall be replaced with 17/24 to reflect the fraction of a Trading Day which falls within that Capacity Period.   1. Transitional MSP Software Run cancellation   14.1.1 The Market Operator shall determine that an MSP Software Run Cancellation shall apply in respect of the Within Day One MSP Software Run for the Trading Day which contains the Cutover Time. The result of this MSP Software Run Cancellation shall be as detailed in Part A paragraph 4.82H.  ***Changes to Appendices Part A of the T&SC:***  **From MOD\_04\_17 ‘Solar in the SEM’**   * 1. For each Trading Period within the relevant Capacity Period, the Forecast Unit Availability (FUAuh) for each Generator Unit u other than Autonomous Generator Units, Demand Side Units, Wind Power Units, Solar Power Units, Interconnector Units and Interconnector Residual Capacity Units shall be determined by the System Operators as follows:   2. In relation to each value of Input Margin (IM) in the Loss of Load Probability Table, the corresponding value of First Temporary Output Loss of Load Probability for the first Generator Unit (FTMPOLOLP1,IM), other than Autonomous Generator Units, Demand Side Units, Wind Power Units, Solar Power Units, Interconnector Units and Interconnector Residual Capacity Units, shall be calculated by the System Operators as follows:   **As part of MOD\_04\_17 Code update, it has also been observed that sub numbering throughout Appendix O “Instruction Profiling Calculation” are out of sequence. We have provided a sample in this legal drafting; however, all will be fully captured in the publication of V21. It is not clear when this error has been introduced but it appears to be linked to past updates publication corruption and not as a result of latest Modifications:**  O.6 The following Registration Data and Technical Offer Data, provided in accordance with Appendix H: “Participant and Unit Registration and Deregistration” and Appendix I: “Offer Data” respectively, shall be used by the Market Operator to create Instruction Profiles for each Generator Unit for each Trading Day:   1. Registered Capacity / Maximum Generation; 2. Hot Cooling Boundary; 3. Warm Cooling Boundary; 4. Block Load Flag; …   **…and so on throughout Appendix O**  ***Changes to Agreed Procedures Part A of the T&SC:***  **From MOD\_04\_17 ‘Solar in the SEM’ changes in Part A AP04 “Transaction Submission and Validation” due to Battery Storage not yet included when the Mod was drafted**   |  |  |  | | --- | --- | --- | | Fuel Type | May be Oil (OIL), Gas (GAS), Coal (COAL), Multiple Fuel (MULTI), Wind (WIND), Hydro (HYDRO), Biomass (BIO), Combined Heat and Power (CHP), Pumped Storage (PUMP),  Demand Side Unit (DEM); Battery Storage Units are set equal to Pumped Storage and Solar Power Unit are set equal to Wind. | VRD |   ***Changes to Agreed Procedures Part B of the T&SC:***  **Part B Agreed Procedure 09**  **MOD\_15\_17 in AP09 “Management of Credit Cover and Credit Default” paragraph 2.11 references to 'Daily Amounts'. However, the defined term is 'Total Daily Amounts' (CDAY). Part B originally had 'total Daily Amounts' in G.12.4.2 which was corrected in housekeeping N1 MOD\_19\_18.**   1. * 1. Adjusted Participant   An Adjusted Participant is a Participant whose Generation or Demand configuration has changed (i.e. increased or decreased) significantly from historical patterns (defined as the time-weighted average of Metered Demand quantities or Total Daily Amounts for Suppliers and Generators respectively across all of the four most recent Billing Periods). This could be due to, for example, acquisition of new assets, winning significant new customers in the retail market or a significant Generator planned outage. In such cases, statistical analysis of historical exposures may not be a valid indicator of future performance and the process for New Participants described at paragraph 2.11.1 above will be applied.  Participants who are expecting the time-weighted average with respect to its Supplier and/or Generator Units of metered quantities and/or Total Daily Amounts across all of the four most recent Billing Periods compared with forecasted averaged metered quantities and/or Total Daily Amounts with respect to its Supplier and/or Generator Units, in any of the next four Billing Periods, to increase or decrease by more in absolute terms than the Credit Cover Adjustment Trigger, are required to notify the Market Operator. In these cases the Market Operator shall use a Participant’s forecast Credit Assessment Volume to calculate the Participant’s Undefined Potential Exposure.  **MOD\_18\_17 in Part B AP16 ‘Provision of Meter Data’**   * 1. Scope of Agreed Procedure   This Agreed Procedure sets out the procedures in relation to the provision of:   1. Meter Data for all Supplier Units; 2. Meter Data for all Generator Units; and 3. Interconnector Meter Data; | | | | | |
| **Modification Proposal Justification**  *(Clearly state the reason for the Modification)* | | | | | |
| While this proposal does not materially change any of the affected paragraphs, it is intended to ensure that there is clarity in the Code by correcting various drafting errors and ensuring that other affected paragraphs reflect the design intent.  Given the large number of housekeeping items, a redlined version of the Code with changes applied as per the approved FRRs, will be issued to Participants alongside this Modification. | | | | | |
| **Code Objectives Furthered**  *(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&SC for Code Objectives)* | | | | | |
| * + - * 1. to provide transparency in the operation of the Single Electricity Market; | | | | | |
| **Implication of not implementing the Modification Proposal**  *(State the possible outcomes should the Modification Proposal not be implemented)* | | | | | |
| Not implementing this modification could lead to inconsistency in the T&SC and potentially misinterpretation.  If this proposal is not implemented then these errors and inconsistencies will remain, resulting in diminished accuracy and transparency within the Code. | | | | | |
| **Working Group**  *(State if Working Group considered necessary to develop proposal)* | | | **Impacts**  *(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.)* | | |
| N/A | | | N/A | | |
| ***Please return this form to Secretariat by email to*** [balancingmodifications@sem-o.com](mailto:balancingmodifications@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 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. **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.**