

Nemo Link Access Rules v1.0

Notice

The Belgian and British transmission systems are connected by a 1000MW interconnector between Herdersbrug in Belgium and Richborough in England known as Nemo Link. The Interconnector will support electricity trading in both directions and is jointly owned by National Grid and Elia.

Nemo Link Limited and Elia intends to start commercial operation of the Interconnector on 31st January 2019.

These Rules do not cover the operation of the Implicit Daily Auction.

January 2019

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Section A – General Provisions

A1 Subject Matter and Scope

A1.1 These Rules set out:

- a) the terms for use of Interconnector Capacity, including the use of Long Term Interconnector Capacity rights allocated under the Harmonised Allocation Rules; and
- b) the procedures for auctioning rights to use Daily Interconnector Capacity in the event that the Implicit Daily Auction process is unavailable; and
- c) the terms on which Registered Participants may participate in the Auctions referred to in (b).

A2 Parties and Participation

A2.1 A person wishing to participate in any Daily Auction, and/ or wishing to use Interconnector Capacity shall comply with Section B and must agree to be bound by and comply with these Rules. These Rules do not apply to participation in Implicit Daily Auctions.

A2.2 Nemo Link Limited will from time to time, and at least once per year, invite Registered Participants to meet and to discuss future Auctions and the commercial and operational aspects in relation to the Interconnector. Details of those who may attend the meetings, the agenda and location will be notified by Nemo Link Limited within a reasonable time before the meeting.

A3 Allocation Platform

A3.1 The Allocation Platform shall undertake the allocation functions in accordance with these Rules and in accordance with applicable European Union legislation.

A3.2 Nemo Link and Elia operate the Interconnector jointly. Together, they are the Allocation Platform referred to in these Rules and are jointly and severally liable for all acts and omissions of the Allocation Platform under these Rules.

A3.3 Nemo Link and Elia appoint JAO to operate the Auctions through the Single Allocation Platform.

A4 Arrangements for maximising the available interconnector capacity

A4.1 Nemo Link Limited shall maximise the available interconnector capacity in accordance with the Channel Capacity Calculation Methodology (CCM).

A4.2 Pursuant to paragraph 27.5 of the Channel Capacity Calculation Methodology an interim solution may be implemented.

A5 Effective Date and Application

- A5.1 Subject to A6.4, an amendment made under this Rule takes effect from the later of:
- a. the start of the Contract Day commencing 10 Business Days after the Amendment Notice is notified to Registered Participants by the Allocation Platform; or
 - b. the date and time specified in the Amendment Notice.
- A5.2 Each amendment applies to any aspect of these Rules, including but not limited to all Auctions conducted after the date on which the amendment takes effect.
- A5.3 Unless expressly stated otherwise by the Allocation Platform, the amended Rules shall govern all rights to use Interconnector Capacity whether acquired under these Rules or the Harmonised Allocation Rules and all other rights and obligations acquired under these Rules including those acquired before but for use after the amendment takes effect.
- A5.4 Any amendment of these Rules will apply automatically to the Participation Agreement in force between the Allocation Platform and the Registered Participant, without the need for the Registered Participant to sign the amended Participation Agreement but without prejudice to the Registered Participant's right to request termination of its Participation Agreement in accordance with paragraph A6.4

A6 Amendment

- A6.1 Subject to this Rule A6, the Allocation Platform is entitled to amend these Rules from time to time by giving an Amendment Notice to Registered Participants.
- A6.2 Nothing in this Rule A6 shall prevent a Registered Participant from proposing in writing amendments to these Rules at any time.
- A6.3 In the event that a Rule amendment is proposed by a Registered Participant, the Allocation Platform shall, within 5 Business Days, confirm receipt of the proposed amendment and provide timescales for consideration of the proposal.
- A6.4 These Rules are subject to the law prevailing at the time at which they take effect. In the event that there is a change in law or any action by Competent Authorities at national or international level which have an effect on these Rules then, notwithstanding any other provision of these Rules, these Rules will be amended accordingly and, where possible, pursuant to this Rule.
- A6.5 Before making any amendment to these Rules under this Rule, the Allocation Platform will, unless the amendment is urgent or minor in its nature, give Registered Participants a reasonable opportunity, and in any event not less than 10 Business Days, to review and give written comments to the Allocation Platform on the proposed amendment. If the Allocation Platform decides to modify a proposed amendment as a result of comments from Registered Participants, they may give Registered Participants a further opportunity to review and comment on the modified proposals under this Rule indicating timescales for provision of such comments

A6.6 These Rules are approved by the relevant regulatory authorities. Accordingly, any Amendment Notice will be issued to Registered Participants only after such approval(s) (as required) has/have been received by the Allocation Platform. Following receipt of such approval(s) the amended Rules will be published on the Nemo Link website.

Section B – Requirements and process for participation in Auctions, Capacity Transfers and Nominations

B1 General provisions

- B1.1 Section B sets out the rules which are applicable to participation by Registered Participants in Auctions, Capacity Transfers and the Nominations process.
- B1.2 To qualify as a Registered Participant, a person must become a party to a Participation Agreement in accordance with the relevant provisions of Chapter 2 (Requirements and process for participation in Auctions and Transfer) of the Harmonised Allocation Rules.
- B1.3 To be eligible to participate in Daily Auctions a person must fulfil all applicable conditions specified in Chapter 2 (Requirements and process for participation in Auctions and Transfer) of the Harmonised Allocation Rules. For the avoidance of doubt, participation in Daily Auctions requires a person to be compliant with the provisions related to Collateral as specified in Chapter 3 (Collaterals) of the Harmonised Allocation Rules.

B2 Costs related to the Participation Agreement

- B2.1 All Registered Participants will participate in Auctions and/ or will Nominate at their own cost, expense and risk. The Allocation Platform shall have no liability to any person for any cost, claim, or expense of any Registered Participant in connection with the Registered Participant participating in Auctions and/ or the Nominations process.

B3 Regulatory and legal requirements

- B3.1 It is the responsibility of each Registered Participant to ensure that it has complied with all requirements, including Applicable Laws and the requirements of any Competent Authority, and obtained all necessary authorisations in connection with its participation in Auctions and its use of Interconnector Capacity.

B4 Other Issues

- B4.1 All Registered Participants participate in Daily Auctions on the terms of these Rules and the relevant Auction Specifications.
- B4.2 There must be no collusion by any Registered Participants with any other Registered Participants and Registered Participants must not otherwise seek to improperly influence the outcome of any Auction. As a result of evidence of collusive or other improper behaviour which might be considered as unlawful, the Allocation Platform will refer the matter to the relevant Competent

Authorities or jurisdictions, inform the Regulators and, upon decision of the Competent Authority or jurisdiction that the Registered Participant's behaviour is unlawful, may disqualify the relevant Bids.

Section C – Collateral

C1 General Provisions

- C1.1 Collateral must be provided and subsequently maintained and may be increased or decreased in accordance with Chapter 3 (Collaterals) of the Harmonised Allocation.

Section D – Information System Rules

D1 General Provisions

- D1.1 Each Registered Participant must establish and maintain, at its own cost, its own Registered Participant Systems. The Allocation Platform shall have no liability in the event that the Registered Participant's System fails, for any reason, to communicate with the Auction or Nomination Tool.

D2 Interfaces with the Auction and Nomination tool

- D2.1 JAO SA will give Registered Participants the information (including updates as applicable) reasonably necessary to enable Registered Participant Systems to interface with the Auction Tool.
- D2.2 The Allocation Platform will give Registered Participants the information (including updates as applicable) reasonably necessary to enable Registered Participant Systems to interface with the Nomination Tool.
- D2.3 Each Registered Participant must demonstrate to the reasonable satisfaction of JAO SA and the Allocation Platform its ability to exchange information with the Auction and Nomination Tool before being eligible to participate in the Auctions and the Nominations process.
- D2.4 The Allocation Platform shall endeavour to give Registered Participants access to a test platform for the Nomination Tool to test their interfaces.

D3 Security and confidentiality of communications

- D3.1 The Allocation Platform may from time to time, where reasonably necessary for the purpose of protecting the security of communications under these Rules, including those between the Nomination Tool and Registered Participant Systems, establish communication protocols and standards with which Registered Participants must comply.
- D3.2 Registered Participants accept that data sent to the Auction and Nomination Tool is binding, and that Registered Participants are fully responsible for those individuals who have access to the Auction and Nomination Tool on behalf of the Registered Participants.

D4 Training

- D4.1 Standard training for the use of the Auction and Nomination Tool is available to Registered Participants:
- a. Standard Auction Tool training is available by contacting JAO SA at www.jao.eu
 - b. Free Nomination Tool training is available by contacting Nemo Link Limited at customer.service@nemolink.co.uk.

Section E – Auctions

E1 General Provisions

E1.1 The Allocation Platform will use the following procedures for Auctions:

- a. Auctions for Long Term Physical Transmission Rights will be held by JAO SA and follow the processes defined in the Harmonised Allocation Rules (subject to the provisions of the Belgium-GB Border Specific Annex¹ prevailing over the Harmonised Allocation Rules); and;
- b. Auctions for Daily Units will be operated by JAO SA (but only as a fallback when the Implicit Daily Auction is unavailable), in accordance with:
 - i. the Channel Fallback Procedure; and
 - ii. Shadow Allocation Rules

E1.2 The Auctions referred to above are explicit closed Auctions (i.e. Auctions are for Interconnector Capacity only and Registered Participants have no visibility of other Registered Participants' Bids).

¹ http://www.nemo-link.com/wp-content/uploads/2018/05/Nemo-Link-BSA_v0.9_For-consultation.pdf

Section F – Use It Or Sell It (UIOSI)

F1 General Provisions

F1.1 Physical Transmission Rights will be subject to the Use It or Sell It principle according to Article 48 of the Harmonised Allocation Rules.

Section G – Nomination Rules

G1 General Principles

- G1.1 Acquired Physical Transmission Rights through the auction process entitle Registered Participants to use Interconnector Capacity by issuing a Mid-Interconnector Nomination on the Nomination Tool in accordance with the:
- a. Day Ahead Nomination Rules detailed in Appendix 1 of the Nemo Link Access Rules, in the event market coupling cannot produce results; and/or
 - b. Nomination Rules for Physical Transmission Rights for the bidding zone borders of the Channel region in accordance with Article 36 of Commission Regulation (EU) 2016/1719 of 26 September 2016 establishing a Guideline on Forward Capacity Allocation² as approved by the regulatory authorities of Great Britain and Belgium Bidding Zone Border on 15 March 2018 and as amended from time to time.
- G1.2 To nominate physical transmission rights, Registered Participants must have a signed and valid Participation Agreement with Nemo Link Limited.
- G1.3 Each Registered Participant acknowledges that, without prejudice to the rights of Registered Participants under this Rule, Unit Holders do not have a right to control Energy Transmissions over the Interconnector and the actual level of Energy Transmissions over the Interconnector at any time is determined by the Allocation Platform having regard to a range of factors including other Mid-Interconnector Nominations, operational requirements and use of the Interconnector by NGET and/or Elia as Transmission System Operators (including any limitation due to emergency or reasons of operational system security or under other arrangements such as the provision of emergency support and balancing services). Nothing in these Rules restricts the Allocation Platform from transmitting electricity over the Interconnector at any time in either direction.
- G1.4 A Registered Participant will not be entitled to use any Interconnector Capacity (including Long Term Interconnector Capacity allocated under the Harmonised Allocation Rules) other than at the times, in the manner and to the extent provided for under these Rules.

G2 Submission of Physical Nominations

- G2.1 Nemo Link Limited will calculate and submit on behalf of each Registered Participant physical notifications to NGESO and cross border notifications to Elia for each Settlement period, based on the aggregate of Mid Interconnector Nominations received from each Registered Participant across all Timescales in respect of each Settlement Period.

² https://consultations.entsoe.eu/markets/nom-pts/supporting_documents/FCA%20PTR%20NOM%20Proposals.zip

Section H – Use It Or Lose It (UIOLI)

H1 General Principles

- H1.1 The provisions under this Rule H1 detail the means by which Transmission Rights unused by a Unit Holder (“Unused Units”) will be made available to the Allocation Platform for use in the next available future Auction.
- H1.2 If following the cancellation of an Implicit Daily Auction, the associated fallback Explicit Daily Auction is also cancelled such that Long-Term Unused Units are not made available in the Explicit Daily Auction, each relevant Unit Holder will be compensated for such Long-Term Unused Units on the basis of Section J.

H2 UIOLI applying on Daily Nominations

- H2.1 To the extent that any Unit Holder does not Nominate any Daily Unit(s) associated with its Daily Interconnector Capacity rights (derived from a fallback Explicit Daily Auction) for any hour of a Contract Day, it will lose the right to use such Daily Unit(s) on that Contract Day in accordance with this Rule.
- H2.2 Unused Units resulting from the process described in this Rule H2 are then subject to the following:
 - a. these Unused Unit(s) will be unavailable for subsequent use by the Unit Holder;
 - b. the Unit Holder’s rights and obligations in relation to its other Units, whether Unused or not Unused, will not be affected;
 - c. the Unit Holder shall still pay the Allocation Platform for its Unused Unit(s);

Section J – Outages

J1 General provisions

- J1.1 The Allocation Platform will give Registered Participants information about Outages in accordance with this Rule.
- J1.2 The Allocation Platform will publish an indicative schedule of Outages for the forthcoming year, specifying the expected start and end dates of each Outage and the expected NTC during each Outage and otherwise as necessary to comply with the requirements of the Transparency Regulation.

J2 Changes in outages

- J2.1 The Allocation Platform will update the information given under Rule J1 as soon as practicable after any changes are known.
- J2.2 The Allocation Platform will use reasonable endeavours to ensure that the information provided under this Chapter is accurate and that Outages take place as indicated by the information.
- J2.3 Notwithstanding paragraph J1.1, each Registered Participant acknowledges that circumstances may arise that require the Allocation Platform to take Outages at times other than those planned and therefore the Allocation Platform remains free to plan and execute any Outages that it considers necessary.
- J2.4 Without prejudice to Rule K1, the Allocation Platform excludes any and all liability for any claims, payments, costs and expenses arising out of any differences between the information provided under this Section and actual Outages whether the claim arises in contract or on any other basis, except to the extent that liability cannot be excluded by law.

J3 Forced outages and trips

- J3.1 The Allocation Platform will notify Registered Participants of any Forced Outages or Trips as soon as practicable after the Forced Outage is arranged or the Trip occurs. Following this initial notice, the Allocation Platform will as soon as practicable give Registered Participants information about the Forced Outage or the Trip including where possible the expected NTC and its expected duration. These details will be given for information purposes only and they are not binding on the Allocation Platform and Rule J2 will apply to this information.

Section K – Curtailment

K1 General Provisions

- K1.1 Long Term Interconnector Capacity and Long Term Mid-Interconnector Nominations shall be subject to Curtailment in accordance with Chapter 9 of the Harmonised Allocation Rules as modified by the Nemo Link Border Specific Annex.
- K1.2 Daily Interconnector Capacity and Daily Mid-Channel Nominations shall be subject to Curtailment in accordance with Chapter 6 of the Shadow Allocation Rules.

K2 Curtailment reimbursement

- K2.1 If a Curtailment is implemented, reimbursement will be made in accordance with:
 - a. Articles 38 and 39 of the Shadow Allocation Rules for explicit Daily capacity; and/ or
 - b. Articles 59 to 61 of the Harmonised Allocation Rules as amended by the Border Specific Annex.

Section L – Invoicing and Payment

L1 General Provisions

L1.1 Invoicing and payment will be administered by JAO SA and carried out in accordance with:

- a. Chapter 10 of the Harmonised Allocation Rules for Long Term capacity; and/or
- b. Chapter 7 of the Shadow Allocation Rules for explicit daily capacity

Section M – Miscellaneous

M1 Liability

M1.1 Subject to paragraph M1.2, the provisions of Article 69 (Liability) of the Harmonised Allocation Rules shall apply mutatis mutandis in respect of any liability of the Allocation Platform or any Registered Participant arising under or in connection with these Rules.

M1.2 A Registered Participant shall indemnify and keep indemnified the Allocation Platform and its officers, employees and agents from and against any and all loss or liability (including legal costs) which any of them may suffer or incur by reason of any claim by any third party (“claimant”) on account of any and all loss (whether direct or indirect) suffered by the claimant or any of the claimant’s officers, agents, subcontractors or employees in connection with any Capacity Subcontracting Arrangement to which that Registered Participant is a party.

M2 Dispute Resolution

M2.1 Subject to this Rule, the provisions of Article 70 (Dispute resolution) of the Harmonised Allocation Rules shall apply mutatis mutandis to any Dispute.

M2.2 The seat of arbitration for any dispute referred to arbitration under the rules of the International Chamber of Commerce shall be Geneva.

M3 Suspension of the Participation Agreement

M3.1 The Allocation Platform may by notice to the Registered Participant suspend temporarily the Registered Participant’s rights in connection with these Rules with immediate effect if the Registered Participant commits a breach of an obligation in connection with these Rules which may have a material impact on the Allocation Platform as follows:

- a. any breach which may have a material financial impact on the Allocation Platform;
- b. the Allocation Platform considers on reasonable grounds that the Registered Participant no longer satisfies one or more of the conditions to participate in Auctions; or
- c. if a Registered Participant’s rights have been suspended in accordance with Article 71 (Suspension of the Participation Agreement) of the Harmonised Allocation Rules.

M3.2 In the case of any minor breach in relation to these Rules, the Allocation Platform may by notice to the Registered Participant inform the Registered Participant that its rights in connection with these Rules shall be suspended unless the Registered Participant remedies the suspension event in the time period specified in the notice. The suspension shall take effect when the period specified for remedy has elapsed and the breach remains unremedied.

M3.3 After the suspension takes effect in accordance with paragraph M3.1 or M3.2, the suspended Registered Participant may no longer participate in any Explicit Daily Auction and the suspended Registered Participant shall not be entitled to Nominate its Interconnector Capacity rights. For the

avoidance of doubt, the Interconnector Capacity rights which the Registered Participant is prohibited from using as a result of such suspension may be offered by the Allocation Platform in subsequent Auctions and the Allocation Platform shall not be required to compensate the Registered Participant.

- M3.4 The Allocation Platform may withdraw a notice under this Rule at any time. Having given a notice under paragraphs M3.1 or M3.2, the Allocation Platform may give a further or other notice at any time in respect of the same or a different suspension event.
- M3.5 Once the Registered Participant has fulfilled or remedied the suspension event as notified to it in the notice sent by the Allocation Platform, the Allocation Platform shall reinstate as soon as reasonably practicable the Registered Participant's rights in relation to use of its allocated Interconnector Capacity rights and its ability to participate in Auctions by written notice to the Registered Participant. As from the date of effect of the reinstatement, the Interconnector Capacity rights allocated prior to the suspension and which remain unused may be Nominated.
- M3.6 If the Allocation Platform gives a notice to a Registered Participant under paragraphs M3.1 or M3.2, such notice of suspension does not relieve the Registered Participant from its obligations to pay for allocated Interconnector Capacity rights.

M4 Termination of the Participation Agreement

- M4.1 A Registered Participant may at any time request the Allocation Platform to terminate the Participation Agreement to which the Registered Participant is a Party. The termination shall take effect after thirty (30) Business Days after receipt of the termination request by the Allocation Platform and if all outstanding payment obligations are settled.
- M4.2 A Registered Participant may terminate the Participation Agreement to which the Registered Participant is a party for good cause when the Allocation Platform has committed a major breach of an obligation connected with these Rules or the Participation Agreement in the following cases:
- a. where the Allocation Platform repeatedly fails to pay any amount properly due and owing to the Registered Participant with a significant financial impact;
 - b. where there is a significant breach of the confidentiality obligations.
- M4.3 The Registered Participant shall send a notice to the Allocation Platform stating the reason for termination and giving the Allocation Platform twenty (20) Business Days to remedy the breach. Unless the Allocation Platform remedies the breach within the abovementioned deadline, the termination shall take effect immediately upon expiration of such deadline. A holder of Interconnector Capacity rights whose Participation Agreement is terminated under this paragraph is under no obligation to pay remaining instalments for the Interconnector Capacity rights and is entitled to a refund to the extent that any instalment includes an amount in respect of products which have a starting date after the date of termination, to be calculated pro-rata from the date termination takes effect.

M4.4 If any of the termination events in this Rule occurs in relation to a Registered Participant, the Allocation Platform may by notice to the Registered Participant terminate the Participation Agreement, including the Registered Participant's rights connected with these Rules. A termination under this paragraph M4.4 takes effect from the time of the notice or any later time specified in it. The Registered Participant may not at a later stage enter into the Participation Agreement with the Allocation Platform unless the circumstances of termination cease to exist or the Allocation Platform is sufficiently satisfied that the breach will not occur again.

M4.5 The termination events referred to in paragraph M4.4 of this Rule shall be the following:

- a. if the rights of the Registered Participant are suspended in accordance with Rule M3 for longer than thirty (30) Business Days;
- b. if a Registered Participant repeatedly breaches these Rules or its Participation Agreement, whether or not the breach is capable of remedy;
- c. if an Insolvency Event occurs in relation to a Registered Participant;
- d. if a Registered Participant breaches any of the provisions of the Belgian legal and regulatory framework or the NGET Grid Code applicable to it and such breach has or can reasonably be expected to have an adverse effect on the operation of the Interconnector or the arrangements contemplated by these Rules and (if capable of remedy) the breach has not been remedied within ten (10) Business Days of a notice from the Allocation Platform requiring remedy;
- e. if a Competent Authority (i) determines that the Registered Participant has committed a misuse or fraudulent act and (ii) requests the Allocation Platform to terminate the Participation Agreement to which such Registered Participant is a Party or (iii) agrees that the Allocation Platform has reasonable grounds to believe that the Registered Participant has committed a misuse or fraudulent act in participating in Auctions;
- f. if the Registered Participant has taken any action which may lead to the damaging or reduction in effectiveness of the Nomination Tool (it being understood that such an action is deemed to happen in case of any behaviour amounting to an attack on the information system such as, but not limited to, deny of service, spam, virus, brute forcing, Trojan horse attack); or
- g. a termination event occurs under Article 72 (Termination of the Participation Agreement) of the Harmonised Allocation Rules.

M4.6 After the termination takes effect in accordance with this Rule and from that time, the Registered Participant may no longer participate in an Auction or Nomination. For the avoidance of doubt, the Interconnector Capacity rights, which the Registered Participant is prohibited from using as a result of termination, may be offered by the Allocation Platform in subsequent Auctions and the Allocation Platform shall not be required to compensate the Registered Participant.

M4.7 Termination of a Participation Agreement does not affect any rights and obligations under or in connection with the Participation Agreement and these Rules which arose prior to that termination unless otherwise specified in this Rule. Accordingly, any Registered Participant whose Participation Agreement is terminated will remain liable, subject to and in accordance with the Allocation Rules, in respect of all such rights and liabilities. This Rule shall apply without prejudice to other remedies available to the Allocation Platform under these Rules.

M5 Force Majeure

M5.1 The provisions of Article 73 (Force Majeure) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules following the occurrence of any event of Force Majeure affecting the obligation and duties of the Allocation Platform or any Registered Participant under these Rules.

M6 Notices

M6.1 Subject to paragraph M7.2, the provisions of Article 74 (Notices) of the Harmonised Allocation Rules shall apply mutatis mutandis to any notice or other communication to be given under or in connection with these Rules.

M7 Confidentiality

M7.1 Subject to paragraph M7.2, the provisions of Article 75 (Confidentiality) of the Harmonised Allocation Rules shall apply mutatis mutandis to any information exchanged between the Allocation Platform and any Registered Participant under or in connection with these Rules.

M7.2 The Allocation Platform shall (in addition to the rights set out in Article 75(4) of the Harmonised Allocation Rules) be permitted to disclose confidential information:

- a. to NGESO and/or Elia in their respective capacities as Transmission System Operators; or
- b. as may be required to comply with the requirements of the GB Grid Code, the Belgian legal and regulatory framework, and the Balancing and Settlement Code.

M8 Assignment and subcontracting

M8.1 Subject to paragraph M8.2, the provisions of Article 76 (Assignment and subcontracting) of the Harmonised Allocation Rules shall apply mutatis mutandis to any assignment, novation or transfer by the Allocation Platform or any Registered Participant of any rights or obligations under these Rules.

M8.2 Each of NLL and Elia may assign, novate or otherwise transfer its obligations under Participation Agreements and these Rules to any entity which is to succeed it as joint operator of the Interconnector and joint provider of the services sold to Registered Participants under these Rules and these Rules shall be binding upon and ensure for the benefit of the assigns and successors in title of each of NLL and Elia. Each Registered Participant will do all things reasonably requested of it by the Allocation Platform to assist with such assignment and novation.

M9 Governing Law

M9.1 The provisions of Article 77 (Governing law) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

M10 Language

M10.1 The provisions of Article 78 (Language) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

M11 Intellectual property

M11.1 The provisions of Article 79 (Intellectual property) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

M12 Relationship of the Parties

M12.1 The provisions of Article 80 (Relationship of the parties) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

M13 No third party rights

M13. The provisions of Article 81 (No third party rights) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

M14 Waiver

M14. The provisions of Article 82 (Waiver) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

M15 Entire Agreement

M15.1 The provisions of Article 83 (Entire agreement) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

M16 Remedies exclusive

M16.1 The provisions of Article 84 (Remedies exclusive) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

M17 Severability

M17.1 The provisions Article 85 (Severability) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

Appendix 1: Explicit Day Ahead Nomination Rules

TITLE 1

General provisions

Article 1

Subject matter and scope

The Day Ahead Nomination Rules set out the terms for use of Day Ahead Capacity allocated under the Channel Fallback Procedure.

Article 2

Definitions and interpretation

Capitalised terms used in this Proposal shall have the meaning given to them in either Article 2 of Regulation (EC) 714/2009, Article 2 of Regulation (EC) 2013/543, Article 2 of Regulation (EC) 2015/1222, Article 2 of Directive 2009/72/EC, Regulation (EU) 2016/1719, the Shadow Allocation Rules, or as set out in the table below.

Business Rules	Those additional terms and conditions set out in the Annex to this Proposal.
Contract Day	In relation to a Contract Day D, means a period of 24 hours commencing at 00:00 hours CET on day D.
Deemed Metered Volumes	For each Settlement Period, the Deemed Metered Volume of each PTR Holder for a direction is equal to the maximum between 0 and the net of the Long-Term and where applicable Daily Mid-Interconnector Nominations (as amended by any curtailment) of that PTR Holder for that Settlement Period integrated over the Settlement Period.
Energy Accounts	The declared energy volume of a balance responsible party used for the calculation of its imbalance.
Information System Rules	Rules related to the technical use of the Nomination Platform as referred to in the Nomination Participation Agreement and published on the Nemo Link website.
Nomination Gate	Relevant time period in which a PTR Holder is able to nominate its Explicit Day Ahead PTRs, timings of which are defined within Article 6 of this Proposal.
Nomination Participation Agreement	The binding agreement, between a market participant and Nemo Link incorporating the Long Term Nomination Rules and the DA Nomination Rules, the Information System Rules and all other aspects of the Nomination Platform.
Nomination Platform	The relevant system used by PTR Holders to nominate PTRs on Nemo Link.

PTR Holder	A Registered Participant which has been allocated explicit Day Ahead PTRs under the Shadow Allocation Rules
Registered Participant	A market participant which has entered into a Nomination Participation Agreement.
Settlement Period	The time unit for which a balance responsible party imbalance is calculated, in each respective imbalance area.
Shadow Allocation Rules	This means the JAO Shadow Allocation Rules for day ahead explicit fallback allocation, pursuant to the Channel TSOs proposal for fallback procedures.

TITLE 2

Nomination Rules

Article 3

Entitlement of a PTR Holder to nominate electricity exchange schedules

In order to nominate PTRs, a PTR Holder must have a signed Nomination Participation Agreement along with evidence of the following:

- a. its accession to a Use of System Interconnector Agreement with National Grid Electricity Transmission Plc and the Framework Agreement established under the Connection and Use of System Code; and
- b. its accession to the Framework Agreement as defined in the Balancing and Settlement Code (BSC) together with full details of the Production and Consumption Interconnector BM Units registered to the PTR Holder under the BSC; and
- c. A signed Access Responsible Party (ARP) contract with Elia.

Article 4

Minimum technical requirements to nominate

1. PTR Holders must comply at all times with the applicable Information System Rules as published by Nemo Link on its website.
2. The Nomination Platform is a web-based application, therefore the minimum technical requirement for a PTR Holder to nominate is to have internet access.

Article 5

Description of the nomination process

1. The PTR Holders are entitled to nominate PTRs acquired pursuant to the Shadow Allocation Rules. Such nominations shall be issued at Mid-Interconnector and on a per direction and per Market Time Unit basis. The nominations are subject to the terms and conditions of these DA Nomination Rules and as specified in the Shadow Allocation Rules (including curtailment).
2. All nominations shall be subject to the Business Rules described in the Annex to these rules. In the event of any conflict between the Business Rules and the main body of these DA Nomination Rules then the Business Rules shall prevail.

3. PTR Holder will only be entitled to nominate Explicit Day Ahead PTRs allocated under the Shadow Allocation Rules to the extent provided for under these DA Nomination Rules.
4. For each hour in a Contract Day for which a Rights Document has been issued by the Allocation Platform, each PTR Holder may nominate the PTR on the Nomination Platform at Mid-Interconnector (as defined in the Business Rules) up to but not exceeding the amount set out in the Rights Document in the relevant direction for that hour (“Mid-Interconnector Nomination”).
5. For the avoidance of doubt, the Nomination Platform will reject a nomination in its entirety for the Contract Day where the corresponding Mid-Interconnector Nomination(s) in one or more hours exceed(s) the PTR Holder’s rights set out in the applicable Rights Document(s).
6. The Mid-Interconnector Nomination for each hour in the Contract Day must be expressed in whole MW, with a single value, greater than or equal to zero, for each hour.
7. Mid-Interconnector Nominations shall not be subject to any modification by the PTR Holder after the Nomination Gate.
8. In the absence of a nomination by a PTR Holder in a direction, the corresponding Mid-Interconnector Nominations are assumed to be equal to zero.

Article 6

Nomination timings

1. PTR Holders can submit Explicit Day Ahead Mid-Interconnector Nominations in accordance with the Business Rules.
2. Under exceptional circumstances Registered Participants will be informed of new timings where these situations arise at the earliest opportunity.
3. All timings in these DA Nominations Rules are CET, unless stated otherwise.

Article 7

Format of nomination and communication

1. Each Registered Participant must notify its nominations electronically to the Nomination Platform. The Nomination Platform supports two ways communicating nominations:
 - Web form interface;
 - Web services communication.
2. Nominations shall be submitted in the formats specified by Nemo Link in the Information System Rules and pursuant to any other technical requirements provided via the Nomination Platform to the Registered Participants.
3. The Nomination Platform will acknowledge receipt of each nomination to the relevant Registered Participant by a message indicating that the nomination has been correctly registered.

4. Only nominations confirmed via the Nomination Platform (or by Nemo Link pursuant to Article 7 paragraph 5) as correctly registered shall be valid.
5. Notwithstanding Article 7 paragraph 1, in the event of a problem of communication between a PTR Holder and the Nomination Platform or in the event of technical issues affecting the operation of the Nomination Platform, the PTR Holder may contact the single point of contact of the Interconnector (as determined by Nemo Link) to request, in respect of nominations periods for which Nomination Gate closure has not occurred, the possibility to send applicable nominations by email.

TITLE 3

Miscellaneous

Article 8

Effective date and application

The Day Ahead Nomination Rules shall apply following the date of go-live subject to the availability of the relevant IS tools for performing nominations via web form interface or web services communication.

Article 9

Additional Nomination Information

1. Cancellation of a Nomination Gate:
 - a. In the event of technical issues affecting the operation of the Nomination Platform and provided the sending of nominations by email in accordance with the Article 7(5) or the processing of these nominations is not reasonably possible the Nomination Platform may cancel a Nomination Gate.
 - b. In the event that the Nomination Platform cancels a Daily Nomination Gate, the PTR Holder's corresponding Interconnector Capacity rights set out in the Rights Document will be compensated in accordance with Articles 38 and 39 of the Shadow Allocation Rules.
2. Treatment of nominations following curtailment:
 - a. In case of curtailment due to an emergency situation or Force Majeure ahead of the relevant Daily Nomination Gate Closure, the Rights Documents will be updated and the following will apply:
 - i. Where a PTR Holder has already issued a nomination above its updated Rights Document, the Nomination Platform will automatically reduce the nomination in line with the updated Rights Document and inform the PTR Holder of such reduction.
 - ii. Where a PTR Holder has not issued a nomination above its updated Rights Document, then the original nomination will be retained.

- iii. Where a PTR Holder has not issued a nomination and in the case of nomination after receipt of the updated Rights Document, then the normal nomination process shall apply.
 - b. In case of any update of Rights Documents after the relevant Daily Nomination Gate Closure the nominations submitted by the PTR Holders may be curtailed in accordance with the procedure described in the Shadow Auction Rules.
- 3. Default nominations:
 - a. Default nominations can be activated by a PTR Holder for Day Ahead nominations. Where a default nomination is activated, all Mid-Interconnector Nominations would be automatically generated at the value set out in the Rights Document for each hour of that Contract Day.
 - b. The registered default nomination is considered as a schedule of Mid-Interconnector Nomination submitted by a PTR Holder at the opening of the Nomination Gate. This Mid-Interconnector Nomination is considered as valid once confirmed as such by the Nomination Platform.
 - c. A PTR Holder may modify the Mid-Interconnector Nomination resulting from the default nomination within the Nomination Gate in accordance with the normal nomination process.
 - d. A PTR Holder may deactivate its default nomination on the Nomination Platform at any time. Where such deactivation is received by the Nomination Platform after the opening of the Nomination Gate, any existing valid Mid-Interconnector Nomination resulting from a default nomination remains unchanged.
- 4. Deemed Metered Volumes:
 - a. When a PTR Holder submits a valid Mid-Interconnector Nomination, then the Nomination Platform will ensure that a corresponding Deemed Metered Volume, adjusted for losses on the applicable Interconnector and for any reductions in Mid-Interconnector Nominations as a result of curtailment pursuant to the Shadow Allocation Rules, is allocated to the relevant PTR Holder according to the Business Rules.

Article 10 Amendment

Any amendment to these DA Nomination Rules shall be subject to approval by the relevant national regulatory authorities.

Article 11 Liability

1. Nemo Link and each PTR Holder is solely and individually responsible for the fulfilment of any obligation they undertake or are subject to and which arises from or is in connection with the DA Nomination Rules and the Nomination Participation Agreement.

2. Subject to any other provisions of the DA Nomination Rules Nemo Link shall only be liable for damages caused by:
 - a) fraud, gross negligence or wilful misconduct.
 - b) death or personal injury arising from its negligence or that of its employees, agents or subcontractors.
3. A PTR Holder shall indemnify and keep indemnified Nemo Link and its officers, employees and agents from and against any and all loss or liability (including legal costs) related to a damage that it has caused, which (i) any of them may suffer or (ii) incur by reason of any claim by any third party on account of any and all loss (whether direct or indirect) suffered by the claimant or any of the claimant's officers, agents, subcontractors or employees in connection with the DA Nomination Rules and the PTR Holder's use of the Nomination Platform.
4. Nemo Link and each PTR Holder acknowledges and agrees that it holds the benefit of paragraph 3 of this Article for itself and as trustee and agent for its officers, employees and agents.
5. The PTR Holder shall be solely responsible for its participation in nominations including but not limited to the following cases:
 - a) the timely submission of Notifications by the PTR Holder;
 - b) technical failure of the information system on the side of the PTR Holder preventing the communication via the channels foreseen in accordance with the DA Nomination Rules.
6. PTR Holders shall not be entitled to compensation for breach of the DA Nomination Rules other than the remuneration described in Article 9(1) of the DA Nomination Rules and for damages relating to those causes set out in paragraph 2 above.
7. In addition to paragraph 3 of this article, the PTR Holder shall be liable to Nemo Link with respect to any sanctions, penalties, or charges that may be imposed by financial authorities for incorrect tax treatment due to wrong or incomplete information provided by the Registered Participant.
8. This Article survives the termination of the PTR Holder's Nomination Participation Agreement.

Article 12

Dispute Resolution

1. Without prejudice to paragraphs 6 and 7 of this article, where there is a dispute Nemo Link and the PTR Holder shall first seek amicable settlement through mutual consultation pursuant to paragraph 2 below. For this purpose, the party raising the dispute shall send a notification to the other party indicating:
 - a) the existence of a Nomination Participation Agreement between the disputing parties;
 - b) the reason for the dispute; and
 - c) a proposal for a future meeting, physical or not, with a view to settle the dispute amicably.
2. The Parties shall meet within twenty (20) Working Days after the matter has been referred to them and seek to resolve the dispute. If no agreement is reached or no response received within

a period of thirty (30) Working Days from the date of the aforementioned notification, either Party may refer the matter to the senior management of the Parties to resolve the dispute pursuant to paragraph 3.

3. The senior representative of Nemo Link and the PTR Holder with authority to resolve the dispute shall meet within twenty (20) Working Days of a request to meet and seek to resolve the dispute. If the representatives are unable to resolve the dispute within twenty (20) Working Days of the meeting or such longer time as may be agreed then the dispute shall be determined by arbitration in accordance with paragraph 4.
4. Where a dispute is to be referred to arbitration under paragraph 3, either Nemo Link or the PTR Holder may give notice to the other stating the nature of the dispute and referring the dispute to arbitration. Arbitration shall be conducted in accordance with the Rules of Arbitration of the Chamber of Commerce (ICC). The arbitration shall be conducted before one (1) arbitrator to be nominated upon agreement of the Parties unless a Party requests the appointment of three (3) arbitrators. In case of one (1) arbitrator, the Parties shall agree on the nomination of the arbitrator within two (2) months after the notice was given by the Party referring the dispute to arbitration. If no agreement can be found, the arbitrator shall be appointed by the ICC Court. In case of three (3) arbitrators the claimant shall nominate one (1) arbitrator and the respondent shall nominate one (1) arbitrator. The arbitrators nominated by each Party shall then nominate the chairman of the arbitral tribunal within three (3) Working Days from the confirmation of the appointment of the second arbitrator by the respondent. If the arbitrators nominated by each party cannot agree on the appointment of the chairman, the chairman shall be appointed by the ICC Court. The arbitration shall take place in the Nemo Link premises unless otherwise defined in the Nomination Participation Agreement and in accordance with Luxembourg law while the language of the arbitration proceedings shall be English. The emergency arbitrator provisions according to the Rules of Arbitration of the Chamber of Commerce shall not apply but the interim or injunctive relief measures under Luxembourg law shall apply.
5. Arbitration awards shall be final and binding on Nemo Link and the relevant PTR Holder as from the date that they are made. Nemo Link and the Registered Participant shall carry out any award of an arbitration relating to any dispute without delay and each waive their right to any form of appeal or recourse to a court of law or other judicial authority, in so far as such waiver may validly be made.
6. Notwithstanding paragraphs 3 and 4 of this Article, the parties may jointly agree to apply court proceedings instead of arbitration to settle a dispute arisen in connection with the DA Nomination Rules.
7. The Parties agree that proceedings referred to in paragraph 6 may be brought in any competent court to hear such claim. The PTR Holder irrevocably waives any objection which it may have now or hereafter regarding the venue of such proceedings in any competent court and any claim that any such proceedings have been brought in an inconvenient forum.
8. Notwithstanding any reference to amicable settlement, or arbitration under this Article, Nemo Link and the Registered Participant shall continue to perform their respective obligations under the DA Nomination Rules and the PTR Holder's Nomination Participation Agreement.
9. This Article survives the termination of the Registered Participant's Nomination Participation Agreement.

Article 13

Force Majeure

1. Nemo Link or a PTR Holder, which invokes Force Majeure, shall promptly send to the other party a notification describing the nature of Force Majeure and its probable duration and shall continue to furnish reports with respect thereto with reasonable frequency during the period of Force Majeure. The party invoking the Force Majeure shall make every possible effort to limit the consequences of the Force Majeure.
2. The affected obligations, duties and rights of a party subject to Force Majeure shall be suspended from the beginning of Force Majeure, with the exception of the compensation rules referred to under Article 9(1)(b) and of the confidentiality provisions in accordance with Article 15.
3. Suspension under paragraph 2 is subject to the following:
 - a. suspension will be of no greater scope and of no longer duration than is required by the Force Majeure;
 - b. the suspension applies only for so long as the Party invoking to Force Majeure is using reasonable efforts to remedy their inability to perform.
4. The consequences of a Force Majeure event, which is not subject to any discussion or litigation between Nemo Link and the PTR Holder, are that the party invoking Force Majeure cannot be held responsible to pay compensation for any damage suffered, due to the non-performance or partial performance of all or any of its obligations under the DA Nomination Rules during the Force Majeure and when such non-performance or partial performance is due directly to Force Majeure;
5. If the Force Majeure continues for a period longer than six (6) months, Nemo Link or each PTR Holder may, by notice to the other given at any time while the Force Majeure continues beyond that period, unilaterally terminate the Nomination Participation Agreement. The termination shall take effect ten (10) Working Days after the notice is given or any later date specified in the notice.

Article 14

Notices

1. Unless otherwise expressly provided in the DA Nomination Rules, all notices or other communications shall be in writing between Nemo Link and each PTR Holder and shall be sent to the email address and if not possible, by letter and marked for the attention of the other Party's representative as set out in the Nomination Participation Agreement.
2. All notices or other communications shall be given by letter delivered by hand against receipt or sent by registered mail or courier in the following cases:
 - a. the conclusion of the Nomination Participation Agreement;
 - b. the suspension and termination of the Nomination Participation Agreement.
3. All notices or other communications shall be deemed to have been received:

- a. in the case of delivery by hand, when delivered against receipt; or
 - b. in the case of recorded delivery prepaid post, on the day following the recorded day of delivery; or
 - c. in the case of email, when delivered to the other party but only if an acknowledgement of receipt is requested and obtained by the party sending the e-mail.
4. If a notice or other communication has been received outside normal Working Hours on a Working Day, it is deemed to have been received at the opening of business on the next Working Day.

Article 15

Confidentiality

1. The Nomination Participation Agreement and any other information exchanged relating to its preparation and the application of a market participant shall be considered as confidential.
2. Nemo Link and each PTR Holder who is a recipient of confidential information in relation to these DA Nomination Rules shall preserve the confidentiality of such information and shall not directly or indirectly reveal, report, publish, disclose, transfer or use any item of the confidential information otherwise than for the purpose for which it was disclosed.
3. Notwithstanding paragraph 2 of this Article, Nemo Link or a PTR Holder may disclose confidential information of the disclosing party to a third party with the other party's prior consent expressed in writing and subject to the condition that the receiving party has given assurance that such third party is bound by equivalent confidentiality obligations as set out in the DA Nomination Rules directly enforceable by the other party.
4. Notwithstanding paragraph 2 of this Article Nemo Link or a PTR Holder may disclose confidential information of a disclosing party:
 - a. to the extent expressly permitted or contemplated by the DA Nomination Rules;
 - b. to any person who is one of the directors, officers, employees, agents, advisers or insurers of the recipient and who needs to know the confidential information in connection with the DA Nomination Rules;
 - c. as far as required in order to comply with applicable national or EU legislation such as, but not limited to, REGULATION (EU) No 1227/2011 and REGULATION (EU) No 543/2013 or any other relevant European or national regulatory, legislative or administrative acts such as grid codes;
 - d. as far as required by a competent regulatory authority, court, arbitrator or administrative tribunal or an expert in the course of proceedings before it to which the recipient is a party;
 - e. as may be required by Nemo Link for the proper fulfilment of their mission and their obligations in accordance with applicable laws and these DA Nomination Rules by themselves or through agents or advisers; or

- f. as far as required in order to obtain clearances or consents from a competent authority (including the National Regulatory Authorities).
5. Moreover, the obligations arising from this Article shall not apply:
 - a. if the party which receives the information can prove that at the time of disclosure, such information was already publicly available;
 - b. if the receiving party provides proof that, since the time of disclosure, the said information has been legally received from a third party or has become publicly available;
 - c. to confidential information communicated, in accordance with the legal and regulatory provisions, in an incorporated form from which no item of information specific to a market participant can be deduced;
 - d. to information whose publication is explicitly provided for by the present DA Nomination Rules.
6. The obligations of confidentiality in this Article shall remain valid for a period of five (5) years after termination of a PTR Holder's Nomination Participation Agreement.
7. The signature of a Nomination Participation Agreement and the exchange of confidential information do not confer any rights to patents, knowledge or any other form of intellectual property concerning information or tools made available or sent by one Party to the other under the terms of the DA Nomination Rules.

Article 16

Assignment and Subcontracting

1. Nemo Link may assign, novate or otherwise transfer any of its rights or obligations under a Nomination Participation Agreement or the DA Nomination Rules to another party. Nemo Link shall notify an affected PTR Holder of the change by sending an email with acknowledgment of receipt as soon as possible and in any event at least ten (10) Working Days before the date on which the change takes effect.
2. A PTR Holder may not assign, novate or otherwise transfer any of its rights or obligations under its Nomination Participation Agreement(s) or the DA Nomination Rules without the prior written consent of Nemo Link.
3. Nothing in this Article shall prevent Nemo Link or PTR Holder from entering into a subcontracting agreement in relation to the DA Nomination Rules. Entry into a subcontracting agreement by a PTR Holder does not relieve the Registered Participant of any obligation or liability under its Nomination Participation Agreement(s) or the DA Nomination Rules.

Article 17

Intellectual Property

No party shall acquire any right, title, licence or interest in or to any intellectual property rights of the other party in connection with the DA Nomination Rules.

Article 18
Relationship of the Parties

1. The relationship of Nemo Link and the PTR Holder via the applicable Nomination Participation Agreement is that of service provider and service user respectively. Except as expressly provided in the DA Nomination Rules, nothing contained or implied in the DA Nomination Rules constitutes or is deemed to constitute Nemo Link or a Registered Participant, the partner, agent or legal representative of the other for any purpose whatsoever or to create or be deemed to create any partnership, agency or trust between Nemo Link and a PTR Holder.
2. The PTR Holder acknowledges that neither Nemo Link nor any person acting on behalf of or associated with Nemo Link makes any representation, gives any advice or gives any warranty or undertaking of any kind in respect of the DA Nomination Rules, the Nomination Participation Agreements or the disclosed information or otherwise in relation to or in connection with the DA Nomination Rules, the Nomination Participation Agreements and the disclosed information or arrangement contemplated by the DA Nomination Rules, the Nomination Participation Agreements and the disclosed information except as specifically provided in these DA Nomination Rules or a Nomination Participation Agreement.

Article 19
No Third Party Rights

Nemo Link and each PTR Holder acknowledges and agrees that a person who is not a party to the applicable Nomination Participation Agreement between them, including any other market participant, has no rights to enforce the DA Nomination Rules or the applicable Nomination Participation Agreement as between Nemo Link and the PTR Holder.

Article 20
Waiver

1. No omission to exercise or delay in exercising any right, power or remedy provided by law or under the DA Nomination Rules shall impair or constitute a waiver of such or any other right, power or remedy. No single or partial exercise of any such right, power or remedy precludes or impairs any other or further exercise thereof or the exercise of any other right, power or remedy provided by law or under the DA Nomination Rules.
2. Any waiver of any right, power or remedy under the DA Nomination Rules must be in writing and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated, any waiver is effective only in the instance and only for the purpose for which it is given.

Article 21
Remedies Exclusive

The rights and remedies provided by the DA Nomination Rules and the applicable Nomination Participation Agreement to Nemo Link and each PTR Holder are exclusive and not cumulative and,

to the extent permissible by law, shall exclude and be in place of all substantive (but not procedural) rights or remedies expressed or implied and provided by law or statute in respect of the subject matter of the DA Nomination Rules and the applicable Nomination Participation Agreement. Accordingly, Nemo Link and each PTR Holder hereby waives to the fullest extent possible all such rights and remedies provided by law or statute, and releases each other of them if it is liable to any other of them, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by law or statute in respect of the matters dealt with in the DA Nomination Rules and the Nomination Participation Agreement and undertakes not to enforce any of the same except as expressly provided herein.

Article 22

Language

The reference language for this Proposal shall be English. For the avoidance of doubt, where Nemo Link needs to translate this Proposal into other languages, in the event of inconsistencies between the English version published by Nemo Link on its website and any version in another language Nemo Link shall, in accordance with national legislation, provide the relevant NRAs with an updated translation of the Proposal.

Annex to the Explicit Day Ahead Nomination Rules Business Rules for Nemo Link Interconnector

Day Ahead Business Process

- 1. Day-Ahead Business Process when Explicit Daily Auctions are invoked prior to the Implicit Daily Auction Window:**
 - a. PTR Holders can submit Daily Mid-Interconnector Nominations (MINs) of Daily Units for the Contract Day D, from opening of the gate for Daily MINs at 12:05 on the day D-1 until Daily MINs gate-closure at 14:00 on day D-1, in accordance with the DA Nomination Rules.
- 2. Day-Ahead Business Process when Explicit Daily Auctions are invoked during the Implicit Daily Auction Window**
 - a. PTR Holders can submit Daily Mid-Interconnector Nominations of Daily Units for the Contract Day D, from opening of the gate for Daily Mid Interconnector Nominations no later than twenty (20) minutes after the publishing of the Final Results of the Explicit Daily Auction on day D-1 up to a latest Daily Mid Interconnector Nominations gate-closure of 15:30 on day D-1, in accordance with the DA Nomination Rules.

Deemed Metered Volume Allocation

1. Introduction

When a PTR Holder submits a valid Mid-Interconnector Nomination, then the Nomination Platform will ensure that a corresponding Deemed Metered Volume, adjusted for losses on the Interconnector and for any reductions in Mid-Interconnector Nominations as a result of curtailment, is allocated to the relevant PTR Holder using the Deemed Metered Volume allocation rules set out in this annex.

2. Losses

The Deemed Metered Volume will be adjusted for losses according to paragraph 3 below.

The Loss Factor to be applied is published on the Nemo Link Interconnector website. If there is a requirement to change the Loss Factor at any time, then Registered Participants shall be notified at least five (5) Business Days before the change is to take effect.

3. Adjustment for losses

In the following formulas “DMV” means the Deemed Metered Volume calculated for that Registered Participant for that Settlement Period and “LF” represent the Loss Factor.

For the purpose of the Balancing and Settlement Code, the Nomination Platform will send to the Settlement Administration Agent (SAA) (as defined in the Balancing and Settlement Code) a program called BM Unit Metered Volume (BMUMV) expressed in kWh at Richborough in half-hourly points and calculated by this formula:

- a. for a BM Unit in the direction from Belgium to England:

$$\text{BMUMV} = (1 - \text{LF}/2) * \text{DMV}; \text{ and}$$

- b. for a BM Unit in the direction from England to Belgium:

$$\text{BMUMV} = (1 + \text{LF}/2) * \text{DMV}.$$

For the purpose of the Elia imbalance settlement arrangements and for an export from Belgium to England, the Nomination Platform will send to Elia a notification of the energy to be allocated to the Energy Accounts of the PTR Holders in the form of a program expressed in MW at Zeebrugge with a Hourly or Quarter-Hourly time resolution and calculated by this formula:

$$\text{Export BE to GB} = (1 + \text{LF}/2) * \text{DMV}$$

For the purpose of the Elia imbalance settlement arrangements and for an import from England to Belgium, the Nomination Platform will send to Elia a notification of the energy to be allocated to the Energy Accounts of the PTR Holders in the form of a program expressed in MW at Zeebrugge with a Hourly or Quarter-Hourly time resolution and calculated by this formula:

Import GB to BE = $(1-LF/2)*DMV$.

This notification will be sent to Elia after the Nomination Gate Closure and will be updated and resent to Elia with a new version of the file in case of nomination curtailments. Elia will adjust the Energy Accounts (this is the BRP perimeters) of the Registered Participants in the Elia Local Hub in accordance with aforementioned notification received from the Nomination Platform.

Appendix 2: Definitions and Interpretation

Capitalised words and phrases used in these Rules have the following meaning given to them:

Allocation Platform means Nemo Link Limited and Elia acting jointly for the purposes of these rules;

Applicable Law means any statute, statutory instrument, licence (including the Nemo Link Interconnector Licence, NGET Transmission Licence and the Licence Standards), law (whether English or Belgian) or decree (décret) or order in council or directive, or any code including the NGET Grid Code, the Belgian legal and regulatory framework, and the Balancing and Settlement Code, or any request, requirement, instruction, direction or rule of any Competent Authority but only, where not having the force of law, if compliance with the Applicable Law is in accordance with the general practice of persons to whom the Applicable Law is addressed;

Auction means any auction of Long Term Units under the Harmonised Allocation Rules or any auction of Daily Units under Section E

Auction Specification means, the specification for a Day Ahead Auction published by the Allocation Platform, as described in Section E respectively or the specification for a Long Term Auction published by the Allocation Platform under the Harmonised Allocation Rules;

Auction Tool means the Single Allocation Platform operated by the Joint Allocation Office;

Balancing and Settlement Code means the code of that name established under the NGET Transmission Licence;

Bid means a pair of Bid Quantity and Bid Price offered by a Registered Participant participating in an Auction;

Border Specific Annex means the annex to the HARs outlining exemptions and clarifications to the HARs applying on the GB-Belgium border;

Business Day means a week-day on which banks in both London and Brussels are open for domestic business and for dealings in sterling and euro deposits;

Capacity Subcontracting Arrangement means any arrangement between a Unit Holder and another person under which the Unit Holder allows the person, either directly or indirectly, to use the Interconnector Capacity of the Unit Holder;

Channel means as described in Article 10 of the Definition of the Capacity Calculation Regions (CCRs) in accordance with Article 15(1) of the Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing

a Guideline on Capacity Allocation and Congestion Management (CACM Regulation), 17 November 2016³ as amended to include the GB-Belgium border⁴.

Channel Capacity Calculation Methodology⁵ means the methodology by which interconnector capacity will be reduced by onshore TSOs in Day Ahead and Intraday timescales for operational security reasons, adopted in accordance with Article 20 of the Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a Guideline on Capacity Allocation and Congestion Management, as amended from time to time.

Channel Fallback Procedure⁶ means the procedure to be followed in the event that the single day-ahead coupling process is unable to produce results, in accordance with Article 44 of the Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a Guideline on Capacity Allocation and Congestion Management, 25th May 2018, approved by all Channel Regulatory Authorities, as amended from time to time.

Channel Regulatory Authorities means Ofgem in GB, CREG in Belgium, CRE in France and ACM in the Netherlands

Competent Authority means the Secretary of State (as defined in the Governing Act), the GB Regulator, the Belgian Regulator and any local, national or supra-national agency, authority, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom, Belgium or the European Union;

Collateral means security for payment of amounts owed under these Rules provided in accordance with the requirements referred to in Section C;

Contract Day in relation to a Contract Day D means a period of 24 hours commencing at 00:00 hours on day D;

Curtail means to reduce Unit Holders' Daily Transmission Rights and Daily Mid Interconnector Nominations in accordance with Section K and "Curtailed" and "Curtailment" have corresponding meanings;

Daily means processes relating to Auctions with Product Period of one (1) Contract Day and associated Interconnector Capacity activities;

Daily Auction means Auction of Daily Units

³ https://www.acer.europa.eu/Official_documents/Acts_of_the_Agency/ANNEXES_CCR_DECISION/Annex%20I.pdf

⁴ https://www.ofgem.gov.uk/system/files/docs/2017/10/ccr_amendment_decision_letter_0.pdf

⁵ http://www.nemo-link.com/wp-content/uploads/2013/01/Channel-DA-ID-CCM_clean.pdf

⁶ http://www.nemo-link.com/wp-content/uploads/2018/05/Channel-DA-Fallback-Proposal_Supporting.pdf

Daily Unit means a Unit offered in a Daily Auction, with a Product Period equal to a Contract Day and as specified when applicable in the relevant Auction Specification;

Dispute means any dispute under or in relation to these Rules;

Energy Transmission means the transmission of electricity across the Interconnector;

Forced Outage means any Outage of which notice was given after the publication of the Auction Specification for the Daily Auctions for the Contract Day on which the outage occurs;

Harmonised Allocation Rules⁷ (HAR) means the allocation rules for the attribution of long-term cross-zonal capacity through an auction before the day ahead time frame in accordance with the Commission Regulation (EU) 2016/1719 of 26 September 2016 establishing a Guideline on Forward Capacity Allocation;

Implicit Daily Auction means the process whereby the Allocation Platform at day-ahead stage allocates the Daily Offered Capacity via the Implicit Allocation Algorithm;

Insolvency Event means in relation to a Registered Participant, any of the following events:

- a. an order of a competent court is made or a resolution is passed for its insolvent winding up or dissolution;
- b. a receiver of the whole or any material part of its assets or undertaking is appointed (whether under contract or by a court) or a decision for the opening of insolvency proceedings has been made by a competent court;
- c. an administration order is made or a voluntary arrangement is proposed or a decision is made to appoint a mediator or to approve a voluntary arrangement with creditors;
- d. anything analogous to, or having a substantially similar effect to, any of the circumstances specified in paragraphs (a) to (c) above occurs in relation to the Registered Participant in any jurisdiction;

Interconnector means the interconnection of the NGET Transmission System with the Elia Transmission System

Interconnector Capacity means the right of use of the Interconnector made available by the Allocation Platform in Auctions, to facilitate the Transmission of energy by Registered Participants between Great Britain and Belgium, to the extent that NTC permits and as provided for in these Rules;

JAO means the Joint Allocation Office www.jao.eu and operates in accordance with EU regulations to perform long and short term auctions of transmission capacity on the Single Allocation Platform (SAP).

⁷ Harmonised Allocation Rules available on the JAO website <http://www.jao.eu/support/resourcecenter/overview> download "Harmonised Auction Rules 2017"

Long Term means processes relating to Auctions with Product Periods greater than 1 Contract Day and associated Interconnector Capacity activities;

Mid-Interconnector Nomination means the point at which nominations are deemed to take place on the Interconnector

Nemo Link Limited means the joint venture between National Grid and Elia licensed in GB to operate the interconnector between GB and Belgium, known as “Nemo Link”.

Net Transfer Capacity or NTC means the capability (in MW at Mid-Interconnector) of the Interconnector to Transmit electrical energy between England and Belgium taking into account the effects of any event or circumstance affecting such capability at any relevant time, including events or circumstances on the NGET Transmission System or the Elia Transmission System or disconnection or de-energisation of the Interconnector from either of those transmission systems;

NGESO means National Grid Electricity System Operator

NLL means Nemo Link Limited
Nomination Tool means the Regional Nomination Platform (RNP) used for nominating capacity rights;

Net Transfer Capacity (NTC) means the capability (in MW, at Mid-Interconnector) of the Interconnector to Transmit electrical energy between England and Belgium via the National Grid Interconnector Circuits and the Elia Interconnector Circuits taking into account the effects of any event or circumstance affecting such capability at any relevant time, including events or circumstances on the NGET Transmission System or the Elia Transmission System or disconnection or de-energisation of the Interconnector from either of those transmission systems

Outage means any reduction of NTC in either direction and includes forced outages and trips;

Participation Agreement has the meaning given to that term in the Harmonised Allocation Rules;

Registered Participant means a market participant which has entered into a Participation Agreement with the Allocation Platform

Rules means Nemo Link Access Rules as amended from time to time;

Shadow Allocation Rules⁸ means the allocation rules for cross-zonal capacity in the event that the single day-ahead coupling process is unable to produce results, adopted in accordance with Article 9 of the Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a Guideline on Capacity Allocation and Congestion Management, as amended from time to time.

Timescales means either Long Term or Daily period of time;

⁸ Shadow Allocation Rules available on the JAO website <http://www.jao.eu/support/resourcecenter/overview> download “Shadow Auction Rules 2017”

Transparency Regulation means the EU regulation on submission and publication of data in electricity markets (No 543/2013);

Trip means any unforeseen event which results in an Outage;

Unit means a Registered Participant who has been allocated Units under these Rules (or in the case of Long Term Interconnector Capacity, allocated under the Harmonised Allocation Rules), any of which at the relevant time have not yet reached the end of their Product Period;

Unit Holder means a Registered Participant who has been allocated Units under these Rules (or in the case of Long Term Interconnector Capacity, allocated under the Harmonised Allocation Rules), any of which at the relevant time have not yet reached the end of their Product Period
Use It Or Sell It (UIOSI) means the principles according to which the underlying Cross Zonal Capacity of Physical Transmission Rights purchased and non-nominated is automatically made available for day-ahead Capacity Allocation and according to which the holder of these Physical Transmission Rights holder receives remuneration from the Transmission System Operator(s);

For the purpose of these Rules the following Interpretations shall apply unless the context requires otherwise:

- a. All timings referred to within these Rules are CET time, unless otherwise stated.
- b. the singular indicates the plural and vice versa;
- c. references to one gender include all other genders;
- d. the table of contents, headings and examples are inserted for convenience only and do not affect the interpretation of these Rules;
- e. the word “including” and its variations are to be construed without limitation;
- f. any reference to legislation, regulations, directive, order, instrument, code or any other enactment shall include any modification, extension or re-enactment of it then in force;
- g. any reference to a “Rule” is a reference to a rule contained in the relevant Section, any reference in a Schedule to a “paragraph” is a reference to a paragraph contained in that Schedule and any reference to a “Schedule” is a reference to a Schedule to these Rules;
- h. any reference to another agreement or document, or any deed or other instrument is to be construed as a reference to that other agreement, or document, deed or other instrument as amended, varied, supplemented, substituted or novated from time to time;
- i. any reference to a day, month or year is to be construed as a reference to a calendar day, month or year as the case may be;
- j. the symbol * requires multiplication to be effected;
- k. where the Allocation Platform is required to publish any information under these Rules, it may do so by making the information or data available on the Nemo Link website or via the Auction Tool;