



الشركة العمانية لشراء الطاقة والمياه (ش.م.ع.م)  
OMAN POWER AND WATER PROCUREMENT CO. (SAOC)

إحدى شركات مجموعة نماء  
Member of Nama Group

# Oman Electricity Market Rules

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# INTRODUCTION

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## A.1 INTRODUCTION TO THIS SECTION

### A.1.1. *General*

- A.1.1.1 This Section of the Market Rules is the introduction to the Market Rules. It sets out:
- (a) in Section A.1.2, a brief recital of the legal and regulatory requirements for the Pool established by these Market Rules;
  - (b) in Section A.2.2 and at a high level, a basic description of the Pool established by these Market Rules and the functions of the Parties to them;
  - (c) in Sections A.2.3 and A.2.4, a description of how the Market Rules are organised;
  - (d) in Section A.3, the objectives of these Market Rules;
  - (e) in Section A.4, provisions as to the role and status of the Authority in relation to the Market Rules; and
  - (f) in Section A.5, provisions that establish the legal standing of the Market Rules and the nature of the relationship between Parties.

### A.1.2. *Legal and regulatory requirements for Pool*

- A.1.2.1 This Section A.1.2 provides a brief summary of the legal and regulatory status of these Market Rules. It creates no rights or obligations.

#### *Sector Law*

- A.1.2.2 The Sector Law established the legal and regulatory framework for the electricity and related water sector in Oman.

#### *OPWP's Sector Law functions and Licence*

- A.1.2.3 OPWP's functions and its duties in discharging them are specified in the Sector Law (in particular Article (74)) and in its Licence.

#### *The Transmission Company's functions*

- A.1.2.4 The Transmission Company's functions and its duties in discharging them are specified in the Sector Law (in particular Article (82)) and its Licence.

#### *Grid Code*

- A.1.2.5 The Sector Law and the Transmission Company's Licence require the Transmission Company to establish and maintain the Grid Code.
- A.1.2.6 The Grid Code, as defined in the Sector Law, is a set of rules, including standard technical criteria, to be complied with in respect of:

- (a) connection to the Transmission System;
- (b) the use and operation of the Transmission System;
- (c) the Dispatch of Production Facilities connected to the Transmission System; and
- (d) the maintenance and development of the Transmission System.

*Procurement of new capacity*

- A.1.2.7 In accordance with Article (77) of the Sector Law, OPWP must determine the requirement for, and thereafter resolve to procure, New Capacity.
- A.1.2.8 Any New Capacity which is being procured shall be considered as being a capacity having a higher threshold pursuant to Article 79(iii) of the Sector Law. By reference to such Article (79), the Authority has authorised OPWP, by virtue of condition 6(1) of OPWP's License, to permit a person with New Capacity to participate in the Pool and OPWP to procure production capacity and output from such person pursuant to this Market Rules Document.

*Requirement to establish the Pool*

- A.1.2.9 Condition 6A of OPWP licence requires it to establish by entering into and thereafter at all times to maintain and administer a Market Rules Document designated by the Authority that establishes a market for the wholesale trading of electricity.

*Requirement to become Parties to Market Rules*

- A.1.2.10 Condition 3A of the Transmission Company's Licence, condition 4A or as applicable of each Generator's Licence [Article 6 of each Exemption] require the holder of that Licence or Exemption to become Party to and comply with a Market Rules Document designated by the Authority.

*Consistency between Grid Code and Market Rules*

- A.1.2.11 Condition 6A of OPWP Licence and Condition 4A of the Transmission Company's Licence provide certain requirements for OPWP and the Transmission Company to maintain consistency between the Market Rules and the Grid Code.

## **A.2. ESTABLISHMENT OF THE POOL**

### **A.2.1. Market Rules Document**

- A.2.1.1 This document is the Market Rules Document designated by the Authority for the purposes of the applicable conditions of the Licences of OPWP, the Transmission Company and Generators and the exemptions of Article 6. It establishes the Pool required by OPWP Licence. It is incorporated into and given contractual effect by the Framework Agreement.

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## **A.2.2. The Pool and key functions of Parties**

- A.2.2.1 The Parties to this Market Rules Document are OPWP, the Transmission Company and Generators. Each is obliged to comply with the Market Rules.
- A.2.2.2 The role of the Authority in relation to this Market Rules Document is described in Sections A.4 and C.7.
- A.2.2.3 The Pool established by these Market Rules involves:
- (a) OPWP discharging functions (in accordance with the Sector Law) in two capacities: that of Power Procurer in accordance with Condition 2 of its Licence; and that of Market Operator in accordance with Condition 6B of its Licence;
  - (b) In its Power Procurer capacity, OPWP purchasing Output from Generators on the terms of the Market Rules, so far as that Output has not been contracted for separately;
  - (c) Generators selling Output to OPWP in its capacity as Power Procurer, on the terms of the Market Rules, so far as that Output has not been contracted for separately;
  - (d) In its Power Procurer capacity, OPWP making payments to Generators in respect of their Availability;
  - (e) In its capacity as Market Operator, OPWP administering the Pool and this Market Rules Document, on the terms set out in the Market Rules; and
  - (f) The Transmission Company providing information to the Market Operator on the terms set out in the Market Rules.

## **A.2.3. Organisation of Market Rules Document**

- A.2.3.1 This Market Rules Document is organised as follows:
- (a) this Section A (Introduction) provides an introduction to the Market Rules, summarising the legal and regulatory background and setting out a description of the Pool, its objectives and the functions of the Parties;
  - (b) Section B (Glossary and Rules of Interpretation) contains a glossary of defined terms used in the Market Rules and provides the meaning for terms, subscripts and variables used in the Market Rules and other rules governing the interpretation of the Market Rules;
  - (c) Section C (Role of Market Operator and Pool Governance) sets out the role of the Market Operator and, where applicable, the Market Advisory Committee, and the role of the Authority, in respect of the governance of the Market Rules and the operation of the Pool and additionally establishes the capacity and liability of the Market Operator under the Market Rules;

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- (d) Section D (Parties and Participation) sets out the roles undertaken by Pool Participants and other Parties to the Market Rules Document. Section D also sets out the entry process for Generators and includes, as annexes, the form of Accession Agreement and an application form for accession to the Framework Agreement;
  - (e) Section E (Classification and Registration of Pool Units) sets out a description of units eligible for Participation in the Pool and how these are classified and further establishes the criteria which must be met for such Participation and procedures to be followed when starting and ending Participation in the Pool. Section E includes, as an annex, illustrations of application of Pool Unit definitions;
  - (f) Section F (Metering) sets out the Pool Metering Requirements, the requirement for Data Aggregation Rules, Meter Data submission requirements and the requirement to determine Metered Quantities;
  - (g) Section G (Rule Governance and Modifications Process) establishes a Market Advisory Committee and sets out the rules and procedures relating to the modification of the Market Rules; and includes, as an annex, a Modification Proposal form;
  - (h) Section H (Data and Communications) sets out rules for exchanging data between Parties, rules for publication of data by the Market Operator and rules relating to the communication and IT systems used under the Market Rules. Section H includes, as annexes, Data Records required in connection with Settlement and Data required to be published on the Market Website;
  - (i) Section I (Pool Specifications) sets out trading prohibitions, the Pool Boundary, the arrangements in respect of the Pool Price Cap and the Pool Price Floor, Pool timings and processes, and arrangements for testing and includes, as an annex, a timeline for activities undertaken under the Market Rules in respect of Pool operation for a given Trading Day;
  - (j) Section J (Offer Data Submission, Structure and Requirements) sets out rules relating to Offer Data submission responsibilities and processes and includes, as an annex, the various components of Offer Data;
  - (k) Section K (Pool Quantities and Processes) sets out rules relating to Pool Quantities, the Market Schedule starting point, the processing of Offer Data and the calculation of an Aggregate Pool Price;
  - (l) Section L (Energy Pricing and Credits) sets out the Market Scheduling process, the calculation of Market Schedule Credits, the calculation of Dispatch Adjustment Debits, the calculation of Constrained On Credits, the treatment of Uninstructed Imbalance, the calculation of the Fuel Price Adjustment Debits and the resulting Production Block Total Energy Credits;
  - (m) Section M (Scarcity Pricing and Credits) sets out rules relating to Scarcity Price inputs, the calculation of Ex-Ante Scarcity Prices, the



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calculation of Ex-Post Scarcity Prices, the Scarcity Credit inputs and the calculation of Scarcity Credits;

- (n) Section N (Settlement Statements) sets out rules relating to the preparation and issuance of Settlement Statements, Settlement Statement calculations and Settlement Statement Data requirements;
- (o) Section O (Invoicing and Payment of Pool Charges) sets out invoicing requirements and payment obligations and includes, as an annex, the Pool Invoice format;
- (p) Section P (Dispute Resolution) sets out the procedures to resolve Disputes arising under the Market Rules and includes, as annexes, the form of various Notices relating to the Dispute resolution procedures; and
- (q) Section Q (Miscellaneous) sets out various provisions relating to limitation of liability, confidentiality, Corrupt Practices, Intellectual Property Rights, events of Default, Suspension and Termination (amongst others) and additionally sets out representations and warranties given by the Parties. Section Q includes, as annexes, the form of various Notices relating to Default, Suspension and Termination.

#### **A.2.4. Annexes are part of Market Rules**

A.2.4.1 The following Annexes form part of these Market Rules:

- (a) Annex D-1 (Form of Accession Agreement);
- (b) Annex D-2 (Application form for accession to the Framework Agreement);
- (c) Annex E-1 (Illustrations of application of Pool Unit definitions);
- (d) Annex G-1 (Modification Proposal Form);
- (e) Annex H-1 (Data Records);
- (f) Annex H-2 (Data publication);
- (g) Annex I-1 (Pool activities timeline);
- (h) Annex J-1 (Offer Data components);
- (i) Annex O-1 (Pool Invoice format);
- (j) Annex P-1 (Notice of arbitration);
- (k) Annex P-2 (Expert Determination Notice);
- (l) Annex P-3 (Settlement Query);
- (m) Annex P-4 (Notice of Settlement Dispute);
- (n) Annex Q-1 (Rectification Notice);

- (o) Annex Q-2 (Exclusion Notice);
- (p) Annex Q-3 (Suspension Notice);
- (q) Annex Q-4 (Form of Notice notifying Suspended Generator of removal of Suspension Notice);
- (r) Annex Q-5 (Termination Notice);
- (s) Annex Q-6 (Withdrawal Notice); and
- (t) Annex Q-7 (Withdrawal Consent Notice).

### A.3. POOL OBJECTIVES

A.3.1.1 The aim of these Market Rules is to facilitate the achievement of the following objectives (**Pool Objectives**):

- (a) the efficient, economic and coordinated operation, administration and development of the electricity sector, including securing consistency between the Market Rules and the Grid Code;
- (b) the participation of private sector capital in the Generation of electricity within the electricity sector in a manner which provides opportunities for participants to plan and finance their businesses with a reasonable degree of assurance;
- (c) to promote competition in the Generation of electricity within the Pool;
- (d) to provide transparency in the operation of the Pool;
- (e) to avoid undue discrimination between persons who are Generators;
- (f) to promote the short-term and long-term interests of consumers of electricity with respect to price, quality, reliability, and security of supply of electricity;
- (g) the efficient discharge by OPWP of its duties under the Sector Law and the OPWP Licence; including the efficient discharge by the Market Operator of the obligations imposed upon it by Condition 6B of the OPWP Licence.

A.3.1.2 The Pool Objectives do not in themselves create any new right or obligation for any Party. They are intended to inform decisions and processes where explicitly provided for in the Market Rules, in particular to inform assessment of Modification Proposals. They shall operate without prejudice to the rights and obligations set out in the Sector Law and Licences and, in particular, the Authority shall not be constrained by the Market Rules in making any decision. No one of the Pool Objectives shall have priority over any other.

### A.4. ROLE AND JURISDICTION OF THE AUTHORITY

A.4.1.1 The Authority is not a Party to the Market Rules Document and is, accordingly, not bound by anything in and has no obligations or liabilities under the Market Rules.

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- A.4.1.2 The Market Rules provide for the Authority to have certain functions, take certain actions and make certain decisions for the implementation of the Market Rules. Section C.7.2 sets out the basis on which the Authority will take such actions and make such decisions where the Market Rules provide for a matter to be referred to the Authority.
- A.4.1.3 The Authority's power and authority for such functions, actions and decisions flow from the Sector Law, the Licences, and Exemptions; and in doing these things the Authority is discharging Sector Law functions and is subject to the Sector Law.
- A.4.1.4 Accordingly, Section Q.4.1 excludes the Authority from having any liability under the Market Rules.
- A.4.1.5 In accordance with Section Q.4.1.2, any Dispute or challenge as to any action or decision of the Authority in connection with the Market Rules may be made only in accordance with the Sector Law, the Licences and Exemptions, and not Section P of the Market Rules Document.

## **A.5. LEGAL STANDING**

### **A.5.1. *Governing law***

- A.5.1.1 The Market Rules Document and any Disputes arising under, out of, or in relation to the Market Rules Document will be governed by, and construed in accordance with Applicable Law.

### **A.5.2. *Governing language***

- A.5.2.1 This Market Rules Document has been prepared in the English language and the English language shall control its interpretation.
- A.5.2.2 Any Notice, consents, reports and other written documents to be given or provided by a Party under, or in connection with, this Market Rules Document shall be in the English language, or accompanied by an English translation certified by a translation firm registered with the Ministry of Commerce and Industry.
- A.5.2.3 In the event of any conflict, the English language version of this Market Rules Document and any Notice, consent, report or other document given or provided by a Party under, or in connection with, this Market Rules Document shall prevail.

### **A.5.3. *Jurisdiction***

- A.5.3.1 Subject to the provisions of Section P, the Parties hereby submit to the exclusive jurisdiction of the Courts of Oman for all Disputes arising under, or in relation to, the Market Rules.

### **A.5.4. *Nature of relationship between Parties and relationship with Sector Law, Licences and Grid Code***

- A.5.4.1 This Market Rules Document is incorporated into the Framework Agreement. It and the Framework Agreement constitute a contract

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between the Parties on their terms. Each Party is obliged in favour of each other Party to comply with them.

- A.5.4.2 The Parties' liabilities to each other are limited as provided in this Market Rules Document (including Sections C and Q) and subject to exclusions as provided for in this Market Rules Document (including Sections C and Q).
- A.5.4.3 These Market Rules refer to and rely on the terms of the Grid Code.
- A.5.4.4 Those Parties which hold Licences under the Sector Law have obligations, including to comply with these Market Rules and to comply with the Grid Code, specified in their Licences. Those Parties which are Exemption holders have obligations, including to comply with these Market Rules and to comply with the Grid Code, specified in their Exemptions. Those Licence and Exemption obligations are separately enforceable under the Sector Law from the contract constituted by the Market Rules Document.

#### **A.5.5. Term**

- A.5.5.1 The Market Rules Document shall commence on the date on which the Framework Agreement is originally entered into and shall have no fixed duration.

#### **A.5.6. Priority**

- A.5.6.1 If there is any conflict between any Party's rights or obligations in accordance with any Legal Requirements and the Market Rules, such conflict shall be resolved according to the following order of priority:
- (a) requirements under Applicable Laws;
  - (b) any applicable requirement, direction, determination, decision, instruction or rule of any Competent Authority;
  - (c) the applicable Licence;
  - (d) the Grid Code; and
  - (e) this Market Rules Document (subject to Section A.5.6.6 below).
- A.5.6.2 If and for so long as a Party complies with the relevant matters set out in Section A.5.6.1(a) to A.5.6.1(d), it shall be relieved of its obligations under the Market Rules Document to the extent that and for so long as the performance of such obligations is in conflict with any of the relevant matter taking priority over the Market Rules Document, provided that such conflict does not arise as a result of a failure of the relevant Party to procure, comply with or maintain any consent, permission or licence.
- A.5.6.3 Where a Party is or ought reasonably to be aware of a conflict between its obligations under the Market Rules Document and any of the relevant matters set out in Sections A.5.6.1(a) to A.5.6.1(d), it shall promptly notify the Market Operator and the Authority.

- A.5.6.4 A Party shall only be relieved of its obligations in accordance with Section A.5.6.2 for so long as and to the extent that resolution of the conflict is not within the reasonable control of the relevant Party.
- A.5.6.5 Until such time as such conflict is resolved through the Modifications Process or otherwise, the applicable obligations under the relevant matters set out in Section A.5.6.1(a) to A.5.6.1(d) shall prevail over the Market Rules for each Party or Pool Unit in relation to which they are in conflict.
- A.5.6.6 It is not intended that there be any inconsistency or conflict between any provision of any of the Sections or Annexes of the Market Rules Document, or between the Market Rules Document, the Approved Methodologies and the Market Rules Procedures. However, in the event of any inconsistency or conflict, such inconsistency or conflict shall be resolved in the following order of priority:
- (a) the Market Rules;
  - (b) the Approved Methodologies; and
  - (c) the Market Rules Procedures.
- A.5.6.7 The provisions of Section A.5.6.6 shall be subject to any express provision to the contrary in the Market Rules.

#### **A.5.7. Transition**

- A.5.7.1 The Trading Day and Trading Period with effect from which, and the process by which, the Market Rules come into operational effect shall be determined in accordance with the Authority's direction.

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## **B. GLOSSARY AND RULES OF INTERPRETATION**

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## B.1. INTRODUCTION TO THIS SECTION

### B.1.1. General

B.1.1.1 This Section of the Market Rules provides the meaning for terms, subscripts and variables used in the Market Rules and for other rules governing the interpretation of the Market Rules.

## B.2. DEFINITIONS

### B.2.1. General definitions

B.2.1.1 In the Market Rules, unless the context otherwise requires and subject to any express provisions to the contrary, the words and expressions set out in the table below shall bear the respective meanings set out in the table below.

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Accepted Step</b>	means, in relation to a Step of the Reserve-Adjusted Offer Curve, that the Quantity corresponding to such Step is in whole or in part included in the Market Schedule Quantity
<b>Accession Agreement</b>	means an agreement in the form in Annex D-1
<b>Active</b>	has the meaning given in Section E.2.10.1(a)
<b>Active Energy</b>	means the electrical energy produced, flowing or supplied by an electric circuit during a time interval measured in units of MWh
<b>Activity State</b>	has the meaning given in Section E.2.10
<b>Actual Ambient Air Temperature</b>	means: <ol style="list-style-type: none"> <li>a) in relation to a Certified Production Unit and a Trading Period, the mean ambient air temperature (dry bulb) in degrees Celsius measured at the Ambient Temperature Measurement Facilities of the Production Facility containing the Production Unit</li> <li>b) relation to a Certified Demand Side Unit and Trading Period, the temperature in degrees Celsius so determined by the Power Procurer in accordance with the Demand Side Arrangements</li> </ol>
<b>Actual Availability</b>	means the Availability of a Pool Scheduling Unit in a Trading Period, determined after the Trading Period has elapsed, pursuant to Section K.2.4
<b>Actual Fuel Price</b>	means the actual cost of procuring one MWh (Lower Heating Value, LHV) of the Fuel Type used by the Pool Unit
<b>Actual Fuel Price (Back-Up)</b>	means the actual cost of procuring one MWh (Lower Heating Value, LHV) of the Back-Up Fuel Type used by the Pool Unit, if and when applicable
<b>Additional Daily Energy Settlement Statement</b>	means a Daily Energy Settlement Statement in respect of an Additional Energy Settlement Run
<b>Additional Energy Settlement Run</b>	means a Settlement Run for the calculation of Energy Charges which takes place after the Confirmed Energy Settlement Run

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Additional Market Schedule Run</b>	means a Market Schedule Run which takes place after the Confirmed Market Schedule Run
<b>Additional Monthly Energy Settlement Statement</b>	means a Monthly Energy Settlement Statement in respect of an Additional Energy Settlement Run
<b>Additional Monthly Scarcity Settlement Statement</b>	means a Monthly Scarcity Settlement Statement in respect of an Additional Scarcity Price Run
<b>Additional Pool Run</b>	means a further Pool Run in accordance with Section I.6.3
<b>Additional Scarcity Amount</b>	means the amount of Realised Unpaid Scarcity Value for which Scarcity Credits can be determined, calculated in accordance with Section M.6.3.7
<b>Additional Scarcity Price Run</b>	means a Scarcity Price Run which takes place after the Confirmed Market Schedule Run
<b>Additional Scarcity Settlement Run</b>	means a Settlement Run for the calculation of Scarcity Charges which takes place after the Confirmed Scarcity Settlement Run
<b>Additional Settlement Run</b>	means an Additional Energy Settlement Run or Additional Scarcity Settlement Run
<b>Additional Settlement Statement</b>	means a Settlement Statement issued in respect of an Additional Energy Settlement Run or an Additional Scarcity Settlement Run, containing information specified in Section N.4.4
<b>Adjusted Scarcity Credit</b>	means Preliminary Scarcity Credit adjusted by the Preliminary Scarcity Scaling Factor, calculated in accordance with Section M.6.2.4
<b>Adjustment Charge</b>	has the meaning given in Section N.4.4.1(j)
<b>Adjustment Invoice</b>	has the meaning given in Section O.3.4
<b>Administered Pricing</b>	means the approach for determining SMP if it is not possible to set SMP based on the Solution of a Market Schedule Run
<b>Administered Pricing Methodology</b>	means the Approved Methodology referred to in Section L.2.5.1 for determining a value of SMP under Administered Pricing
<b>Affected Party</b>	has the meaning given in Section P.5.1.4
<b>Aggregate Pool Price</b>	means the sum of the SMP and the Scarcity Price for a Trading Period
<b>Alternative Communication Means</b>	means alternative forms of communication as specified in MRP-H



<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Ambient Temperature Correction Curve</b>	means, in relation to a Certified Pool Scheduling Unit, a curve submitted as part of the Certification process which relates ambient air temperature to an Ambient Temperature Correction Factor. The curve shall: <ul style="list-style-type: none"> <li>a) be calculated using constant values for all atmospheric variables (other than ambient air temperature), with the values specified in the applicable Reference Ambient Conditions; and</li> <li>b) map the ambient air temperature specified in the Reference Ambient Conditions to an Ambient Temperature Correction Factor of 1.</li> </ul>
<b>Ambient Temperature Correction Factor</b>	means a scalar representing the change in Availability of a Certified Pool Scheduling Unit due to Actual Ambient Air Temperature differing from the ambient air temperature specified in the applicable Reference Ambient Conditions. The value of the Ambient Temperature Correction Factor shall be 1 at the ambient air temperature specified in the applicable Reference Ambient Conditions.
<b>Ambient Temperature Measurement Facilities</b>	means instrumentation for the measurement of ambient air temperature (dry bulb) at a Production Facility at temporal intervals no greater than five minutes
<b>Ancillary Services</b>	has the meaning given in the Sector Law
<b>Ancillary Services Agreement</b>	has the meaning given in the Grid Code
<b>Annual Market Report</b>	means, in respect of each Year, a report on the implementation of the Market Rules and the operation of the Pool in that Year
<b>Annual Scarcity Credit Cap</b>	means the maximum possible cumulative Scarcity Credit amount for a Year, as determined by the Authority in accordance with Section M.5.4.1
<b>Annual Supplemental Scarcity Credit</b>	means the sum of Supplemental Scarcity Credit in a Year, calculated in accordance with Section M.6.3.10
<b>Applicable Code Requirements</b>	has the meaning given in Section E.4.8.1
<b>Applicable Law</b>	means all of the laws of Oman applicable to a person or circumstances from time to time, including all primary legislation, regulations and other secondary legislation, and Permits, in each case having binding legal effect
<b>Applicant</b>	has the meaning given in Section D.3.2.1
<b>Application Fee</b>	means the fee payable by an Applicant to the Market Operator under Section D.3.2.1(c)
<b>Appointing Person</b>	means, in relation to a Committee Member, the Party or Parties or other person by whom such Committee Member is to be appointed as provided in Section C.5.2.1
<b>Appointor</b>	means, for the purposes of an arbitration in accordance with Section P.4.1, the President of the International Chamber of Commerce
<b>Appropriate Person</b>	has the meaning given in the Sector Law

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Approved Methodology</b>	means a methodology (for doing anything required or permitted by the Market Rules) prepared by the Market Operator or the Power Procurer or the Transmission Company and approved by the Authority
<b>Audit Year</b>	means the Year in respect of which a Market Audit is to be carried out
<b>Authorised Signatory</b>	has the meaning given to it in the Framework Agreement
<b>Authority</b>	means the authority established pursuant to Article (19) of the Sector Law, being the Authority for Electricity Regulation, Oman
<b>Autogenerator</b>	means a person who Generates electricity for the purposes of Self-Supply (as defined in the Sector Law)
<b>Autogenerator Flag</b>	means a flag on a Production Block in an Autogenerator Production Facility which indicates whether all the GenSets in that Production Block are treated as an Autogenerator Production Unit
<b>Autogenerator Production Facility</b>	has the meaning given in Section E.2.1.2
<b>Autogenerator Production Unit</b>	has the meaning given in Section E.2.4.2
<b>Availability</b>	means, in respect of a Pool Scheduling Unit, the availability of that Pool Scheduling Unit to Generate electricity. Unless the context otherwise requires, Availability is stated in MWh Output for a Trading Period at the Pool Boundary. <b>Available</b> shall be construed accordingly
<b>Availability Certification Methodology</b>	means the Approved Methodology referred to in Section E.2.12.1 for determining Certified Availability
<b>Back-Up Fuel Type</b>	means in relation to a Pool Unit a fuel registered in accordance with the Grid Code as a fuel authorised for energy production by the Pool Unit and can only be defined for Pool Units which can use more than one Fuel Types and only for Trading Days or Optimisation Horizon, where more than one Fuel Types are used as a result of unavailability of the Primary Fuel Type
<b>Business Day</b>	means a day on which banks in Oman are open for business purposes
<b>Certified</b>	has the meaning given in Section E.2.12.3
<b>Certified Availability</b>	means the level of Availability of a Pool Scheduling Unit which has been Certified
<b>Clearing</b>	means, in relation to Pool Charges, the invoicing and payment or receipt of such Pool Charges, pursuant to Section O, and <b>Clear</b> and <b>Cleared</b> shall be construed accordingly
<b>Commercial Companies Law</b>	means the commercial companies law no 4/74, as amended
<b>Commercial Offer Data</b>	means commercial offer data in respect of a Pool Unit as set out in Section J.5.2
<b>Commissioning Period</b>	has the meaning given in Section E.4.8.2
<b>Committee Meeting</b>	means a meeting of the Market Advisory Committee (or where applicable a sub-committee)

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Committee Member</b>	means a member of the Market Advisory Committee (or where applicable a sub-committee)
<b>Communication Failure</b>	has the meaning given in Section H.6.1.1
<b>Communication Failure Default</b>	has the meaning given in Section H.6.1.4
<b>Communication Failure Party</b>	has the meaning given in Section H.6.1.1
<b>Competent Authority</b>	means the Authority and/or any central, local or other Government authority (including regulatory authorities (but excluding the Authority) and administrative bodies) and any department, authority, ministry, commission, instrumentality or agency of the Government but excluding any person established pursuant to the Commercial Companies Law, and which is considered as such, and the branches and divisions related thereto which have been assigned with any jurisdiction (whether pursuant to the Sector Law or any other Applicable Law) in relation to any matter which is the subject of this Market Rules Document
<b>Confidential Information</b>	has the meaning in Section Q.14.1.1
<b>Configuration</b>	has the meaning given in Section E.2.8
<b>Configuration With Largest Aggregate Availability</b>	means a variable identifying the Configuration of a Production Block with the largest Actual Availability, calculated in accordance with Section M.5.3.1
<b>Confirmed</b>	has the meaning given in Section I.5.6.2(b)
<b>Confirmed Aggregate Pool Price</b>	means the Aggregate Pool Price from a Confirmed Pool Run
<b>Confirmed Daily Energy Settlement Statement</b>	means a Daily Energy Settlement Statement in respect of a Confirmed Energy Settlement Run
<b>Confirmed Energy Settlement Run</b>	means an Energy Settlement Run performed in respect of a Confirmed Market Schedule Run
<b>Confirmed Market Schedule</b>	means the Market Schedule in respect of a Confirmed Market Schedule Run
<b>Confirmed Market Schedule Run</b>	means the Market Schedule Run carried out Ex-Post for the purposes of Settlement (and where applicable Trading and payment of Pool Charges) in accordance with Section I.5.6.2(b)
<b>Confirmed Monthly Scarcity Price Run</b>	means the Scarcity Price Run in respect of all Trading Days in the Month which is carried out Ex-Post for the purposes of Settlement (and where applicable Trading and Clearing) in accordance with Section I.5.6.2(b)
<b>Confirmed Monthly Scarcity Settlement Run</b>	means the Scarcity Settlement Run in respect of the Confirmed Monthly Scarcity Price Run
<b>Confirmed Monthly Scarcity Settlement Statement</b>	means a Settlement Statement in respect of a Confirmed Monthly Scarcity Settlement Run

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Confirmed Pool Prices</b>	means System Marginal Price and/or Scarcity Price, as appropriate, from a Confirmed Pool Run
<b>Confirmed Pool Run</b>	means a Confirmed Market Schedule Run and/or a Confirmed Monthly Scarcity Price Run, as applicable
<b>Confirmed Settlement Run</b>	means a Confirmed Energy Settlement Run and/or Confirmed Monthly Scarcity Price Run, as applicable
<b>Confirmed Settlement Statement</b>	means a Confirmed Daily Energy Settlement Statement and/or a Confirmed Monthly Scarcity Settlement Statement, as applicable
<b>Connected</b>	has the meaning given in the Sector Law. Unless the context otherwise requires, Connected means Connected to the Main Interconnected System. <b>Connect</b> and <b>Connection</b> shall be construed accordingly
<b>Connection Agreement</b>	means an agreement for Connection between a Generator or operator of a Production Facility and the Transmission Company or a Licensed Distribution System Operator
<b>Connection Point</b>	has the meaning given in the Grid Code or the Distribution Code, as appropriate
<b>Constrained On Credit</b>	has the meaning given in Section L.4.3.1
<b>Corrected Certified Availability</b>	means the Certified Availability of a Pool Scheduling Unit which has been corrected using its Ambient Temperature Correction Curve
<b>Corrupt Practices</b>	has the meaning given in Section Q.13.1.3
<b>Court</b>	means any court, tribunal, or other governmental institution in Oman with the authority to adjudicate legal disputes between parties and carry out the administration of justice in civil, criminal, and administrative matters in accordance with Applicable Law
<b>Credit</b>	means an amount (in OMR) credited in the Pool to the Pool Participant in respect of a Pool Unit
<b>Curtailed Quantity</b>	means, in relation to a Price Taker Production Unit in a Trading Period h, the quantity of Output which the Transmission Company estimates in accordance with the Curtailed Quantity Methodology could have been Generated if its operation was unconstrained
<b>Curtailed Quantity Methodology</b>	means the Approved Methodology referred to in Section K.2.3.1 for determining Curtailed Quantities
<b>Customer</b>	means a person who is Supplied with electricity at premises connected to the Main Interconnected System for consumption at those premises
<b>Daily Energy Settlement Statement</b>	means a Settlement Statement in relation to Energy Charges for a Trading Day
<b>Data</b>	means any data provided by a Party or created pursuant to the Market Rules
<b>Data Aggregation Rules</b>	has the meaning given in Section F.3
<b>Data Communication</b>	means the communication by one Party to another Party of a Data Record by the means provided in Section H

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Data Record</b>	means any Data or package of Data required or permitted to be sent by or to a Party under the Market Rules for the purposes of or in connection with Settlement
<b>Debit</b>	means an amount (in OMR) debited in the Pool to the Pool Participant in respect of a Pool Unit
<b>Default</b>	means an event of default under the Market Rules as set out in Section Q.16.2
<b>Default Offer Data</b>	means standing Offer Data used in the absence of updated Offer Data submission, in accordance with Section J.6.2
<b>Defaulting Party</b>	means a Party that is in Default
<b>Demand</b>	means the demand (for Active Energy) on the Main Interconnected System or any part of it, or (as the context may require) of any installation (including Production Facilities) Connected or premises connected to the Main Interconnected System, at any time or in any period. Unless otherwise provided, Demand is stated in MWh for a Trading Period at the Pool Boundary
<b>Demand Shedding</b>	means the Transmission Company's estimate of lost load in accordance with the Demand Shedding Volume Methodology
<b>Demand Shedding Volume Methodology</b>	means the Approved Methodology referred to in Section K.2.1.4 for determining the quantity of Demand Shedding
<b>Demand Side Arrangements</b>	has the meaning given in Section E.2.5.3
<b>Demand Side Arrangements Methodology</b>	means the Approved Methodology referred to in Section E.2.5.3 in accordance with which Demand Side Arrangements are made
<b>Demand Side Monthly Energy Credit</b>	means the Monthly Energy Credit for a Demand Side Unit calculated in accordance with Section N.3.2.1
<b>Demand Side Unit</b>	has the meaning given in Section E.2.5
<b>Deregistration</b>	means the deregistration of a Production Facility from the Market Register in accordance with Section E.6, and <b>Deregister</b> shall be construed accordingly
<b>Derived Scarcity Factor</b>	means the Scarcity Factor value for a given Input Margin determined with reference to the Scarcity Factor Table
<b>Disclosing Party</b>	means any Party by or on behalf of whom Confidential Information is disclosed to another Party
<b>Discontinuance Date</b>	means the date upon which a Terminated Party ceases to be a Party or a Party that has Withdrawn ceases to be a Party
<b>Discontinuing Party</b>	means a Terminated Party or a Party that has Withdrawn
<b>Dispatch</b>	has the meaning given in the Grid Code and <b>Dispatched</b> shall be interpreted accordingly
<b>Dispatch Adjustment Debit</b>	has the meaning given in Section L.4.2.1
<b>Dispatch Data</b>	means the data derived from Dispatch Instructions
<b>Dispatch Instruction</b>	has the meaning given in the Grid Code

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Dispatch Quantity</b>	means, for a GenSet, the quantity of Active Energy determined in Section K.2.2.1 (the GenSet Dispatch Quantity) and for a Pool Scheduling Unit in a Trading Period, the quantity of Output determined in Section K.2.2.3 or K.2.2.4 or K.2.2.8 as appropriate
<b>Dispatch Schedule No Load Cost</b>	has the meaning given in Section L.4.1.3
<b>Dispatch Schedule Production Cost</b>	has the meaning given in Section L.4.1.5
<b>Dispatch Schedule Transition Cost</b>	has the meaning given in Section L.4.1.4
<b>Dispatch Schedule Transition Integer</b>	has the meaning given in Section K.2.2.6
<b>Dispute</b>	means a difference or dispute between two or more Parties arising out of or in connection with these Market Rules (including, without limitation, any question regarding the existence, validity or termination of the contract constituted by the Framework Agreement and this Market Rules Document); and which shall include Settlement Disputes
<b>Dispute Review Committee or DRC</b>	means a Dispute Review Committee established pursuant to Section P.5.2
<b>Dispute Review Deadline</b>	has the meaning given in Section P.5.4.5
<b>Dispute Review Procedure</b>	means the procedure for Settlement Queries and Settlement Disputes set out in Section P.5
<b>Disputing Parties</b>	means the Parties between which a Dispute arises
<b>Distribution</b>	means the transport of electricity by means of a Distribution System, and cognate expressions shall be construed accordingly
<b>Distribution Code</b>	the rules which each holder of a Distribution Licence is obliged to prepare in respect of Connection to any Distribution System, as further defined under the Sector Law
<b>Distribution Licence</b>	means a Licence to Distribute electricity
<b>Distribution System</b>	means a System which; (i) is not a Transmission System; (ii) is used to transport electricity; (iii) consists (wholly or mainly) Electric Lines and Electric Plant (each as defined in the Grid Code) with voltage levels of less than a nominal 132kV and (iv) which is used wholly or mainly for the transport of electricity to Premises. Unless the context otherwise required a reference to a Distribution System is to such a System forming part of the Main Interconnected System
<b>Due Date</b>	has the meaning in Section O.2.4.2
<b>Economic Fuel Price</b>	means the economic price of a Specified Fuel Type determined for a Trading Day in accordance with the Economic Fuel Price Calculation Methodology
<b>Economic Fuel Price Calculation Methodology</b>	means the Approved Methodology referred to in Section J.3.2 for determining Economic Fuel Prices

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Effective Date</b>	has the meaning given in the Framework Agreement
<b>Eligible Availability</b>	means a measure of Availability used to calculate Scarcity Credits, calculated in accordance with Section M.5.2
<b>Eligible Availability Quantity</b>	means a measure of Availability that determines eligibility for Scarcity Credits, calculated in accordance with Section M.6.1
<b>Eligible Bank</b>	means a bank which is licensed to carry on banking business in Oman
<b>Emergency Instruction</b>	has the meaning given in the Grid Code
<b>End of Year Monthly Scarcity Credits</b>	means Scarcity Credits calculated following end of year reconciliation
<b>End Pool Scheduling Unit</b>	has the meaning given in Section E.2.9.1
<b>Energy Charges</b>	means Energy Credits and Energy Debits
<b>Energy Credit</b>	means a Credit calculated in respect of Active Energy pursuant to Section L
<b>Energy Debit</b>	means a Debit calculated in respect of Active Energy pursuant to Section L
<b>Energy Settlement Run</b>	means a Settlement Run for determining Energy Charges
<b>Error Correction Amount</b>	has the meaning given in Section P.5.1.6
<b>Ex-Ante</b>	means, in relation to Trading Day d, after Gate Closure but before the start of the Trading Day
<b>Ex-Ante Aggregate Pool Price</b>	means the Aggregate Pool Price from an Ex-Ante Pool Run
<b>Ex-Ante Availability</b>	means an Ex-Ante measure of availability calculated in accordance with Section M.3.3
<b>Ex-Ante Configuration With Largest Aggregate Availability</b>	means a variable identifying the Configuration of a Production Block expected to have the largest Availability, calculated in accordance with Section M.3.6.1
<b>Ex-Ante Margin</b>	means the difference between Ex-Ante System Available Capacity and Ex-Ante System Capacity Requirement, calculated in accordance with Section M.3.2
<b>Ex-Ante Market Schedule</b>	means the Market Schedule from an Ex-Ante Market Schedule Run
<b>Ex-Ante Market Schedule Run</b>	means the Market Schedule Run carried out Ex-Ante
<b>Ex-Ante Pool Price</b>	means the Pool Price from an Ex-Ante Pool Run
<b>Ex-Ante Pool Run</b>	means a Pool Run carried out Ex-Ante
<b>Ex-Ante Reserve Holding Limit</b>	means the Reserve Holding Limit in respect of a Pool Scheduling Unit and Trading Period to be used for the purposes of the Ex-Ante Market Schedule Run
<b>Ex-Ante Reserve Holding Quantity</b>	means the Reserve Holding Quantity in respect of a Pool Scheduling Unit and Trading Period to be used for the purposes of the Ex-Ante Market Schedule Run

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Ex-Ante Scarcity Factor</b>	means the Scarcity Factor calculated in Section M.3.5
<b>Ex-Ante Scarcity Price</b>	means the Scarcity Price calculated Ex Ante in accordance with Section M.3.1
<b>Ex-Ante Scarcity Price Run</b>	means the Scarcity Price Run carried out Ex-Ante
<b>Ex-Ante Spinning Reserve Requirement</b>	means the Spinning Reserve Requirement in respect of a Trading Period to be used for the purposes of the Ex-Ante Market Schedule Run, measured at forecast ambient conditions
<b>Ex-Ante System Available Capacity</b>	means an Ex-Ante measure of available capacity, calculated in accordance with Section M.3.2.3
<b>Ex-Ante System Capacity Requirement</b>	means an Ex-Ante measure of required capacity, calculated in accordance with Section M.3.2.4
<b>Excessive Generation Event</b>	has the meaning given in Section L.2.4.7
<b>Exclusion Notice</b>	means a Notice in the form set out in Annex Q-2 and issued by the Market Operator to a Party in accordance with Section Q.16.4.1 and Section Q.17 stating that certain of the Party's Production Blocks will be permanently removed from the Market Register
<b>Exemption</b>	means a written authorisation issued by the Authority to undertake Generation without obtaining a Generation Licence in accordance with Articles (4) or (5) of the Sector Law
<b>Expert</b>	means a person appointed as an Expert in accordance with Section P.3
<b>Ex-Post</b>	means, in relation to Trading Day d, after the end of the Trading Day
<b>Ex-Post Margin</b>	means the difference between Ex-Post System Available Capacity and Ex-Post System Capacity Requirement calculated in accordance with Section M.4.2
<b>Ex-Post Market Schedule</b>	means the Market Schedule from an Ex-Post Market Schedule Run
<b>Ex-Post Market Schedule Run</b>	means the Market Schedule from an Ex-Post Pool Run
<b>Ex-Post Pool Price</b>	means the Pool Price from an Ex-Post Pool Run
<b>Ex-Post Pool Run</b>	means Indicative Pool Run, Confirmed Pool Run and/or Additional Pool Run, as applicable
<b>Ex-Post Reserve Holding Limit</b>	means the Reserve Holding Limit in respect of a Pool Scheduling Unit and Trading Period to be used for the purposes of the Indicative Market Schedule Run and Confirmed Market Schedule Run
<b>Ex-Post Reserve Holding Quantity</b>	means the Reserve Holding Quantity in respect of a Pool Scheduling Unit and Trading Period to be used for the purposes of the Indicative Market Schedule Run and Confirmed Market Schedule Run
<b>Ex-Post Scarcity Factor</b>	means the Scarcity Factor calculated in Section M.4.3
<b>Ex-Post Scarcity Price</b>	means the Scarcity Price calculated Ex Post in accordance with Section M.4.1



<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Ex-Post Spinning Reserve Requirement</b>	means the Spinning Reserve Requirement in respect of a Trading Period to be used for the purposes of the Indicative Market Schedule Run and Confirmed Market Schedule Run, measured at actual ambient conditions
<b>Ex-Post System Available Capacity</b>	means an Ex-Post measure of available capacity, calculated in accordance with Section M.4.2.3
<b>Ex-Post System Capacity Requirement</b>	means an Ex-Post measure of required capacity, calculated in accordance with Section M.4.2.4
<b>Final Scarcity Scaling Factor</b>	means a variable used to calculate Supplemental Scarcity Credit, calculated in accordance with Section M.6.3.8
<b>Forecast Pool Demand</b>	means the day-ahead forecast of Pool Demand in accordance with the Forecast Pool Demand Methodology
<b>Forecast Pool Demand Methodology</b>	means the Approved Methodology referred to in Section K.2.1.1 for determining Forecast Pool Demand
<b>Forecast Quantity of Export</b>	means the quantity of Active Energy scheduled to be exported in Trading Period h from the Main Interconnected System to an Interconnected System
<b>Forecast System Exports</b>	means the sum of Forecast Quantity of Export across all Interconnected Systems, calculated in accordance with in Section K.2.7.2
<b>Framework Agreement</b>	means the agreement designated by the Authority as the Oman Electricity Market Rules Framework Agreement pursuant to OPWP Licence
<b>Fuel Consumption</b>	means the quantity of a Specified Fuel Type consumed by a Production Block during a Trading Day, expressed in the same units as the Specified Fuel Type
<b>Fuel Price Adjustment Debit</b>	has the meaning given in Section L.6.5.2
<b>Fuel Price Energy Debit</b>	has the meaning given in Section L.6.2.1
<b>Fuel Price No Load Cost Debit</b>	has the meaning given in Section L.6.4.3
<b>Fuel Price Transition Cost Debit</b>	has the meaning given in Section L.6.3.3
<b>Fuel Type</b>	means in relation to a Pool Unit a fuel registered in accordance with the Grid Code as a fuel authorised for energy production by the Pool Unit
<b>Fully Dispatchable</b>	means subject to the procedure of Central Dispatch by the issue of Dispatch Instructions of the kind which may require a change in "the Active Power or Reactive Power Output of a Synchronous Centrally Dispatched Generating Unit including a Desalination Unit" as provided for in SDC2.4.2 of the Grid Code.
<b>Gate Closure</b>	means the point in time in respect of Trading Day d as specified in Section I.5.4.1 ahead of which Offer Data needs to be submitted for Trading Day d
<b>Generation</b>	means the production of electricity by any manner, and <b>Generate</b> shall be construed accordingly

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Generation Licence</b>	means a Licence to Generate electricity and to operate Production Facilities pursuant to Part V of the Sector Law
<b>Generator</b>	means a person who Generates electricity (whether or not combined with the desalination of water); and in the context of a particular Production Facility (or Production Block or Production Unit comprised in a Production Facility), the person who Generates electricity in that Production Facility. Unless the context otherwise requires, any reference in the Market Rules Document to a Generator is to a Generator which is a Party
<b>Generator Participation Derogation</b>	means a derogation granted by the Authority (in accordance with a Generation Licence or Exemption) to a Generator, in respect of a Non-Pool-Based Contracted Production Facility, from the requirement to sign the Framework Agreement or comply with the Market Rules
<b>GenSet</b>	has the meaning given in the Grid Code
<b>GenSet Actual Availability</b>	means the Actual Availability of a GenSet
<b>GenSet Dispatch Quantity</b>	means the quantity of Active Energy for a GenSet
<b>Government</b>	means the Government of Oman
<b>Grid Code</b>	means the grid code which the Transmission Company is required to prepare and maintain pursuant to the terms of its Transmission Licence
<b>Gross Negligence</b>	means an act or omission amounting to the serious disregard of, or indifference to, an obvious risk and the failure to exercise proper skill and/or care in respect of such risks
<b>Highest Offer Price</b>	has the meaning given in Section L.2.4.6
<b>House Load</b>	means Active Energy consumed within a Production Facility that is not Unit Auxiliary Consumption and not Must Run Auxiliary Consumption, excluding any Active Energy consumed in co-located water production where such water is produced under contract with OPWP
<b>Hybrid</b>	has the meaning given in Section E.2.7
<b>ID</b>	means a unique identification for a Party, Production Facility or part of a Production Facility, Settlement Statement or Pool Invoice
<b>Inactive</b>	has the meaning given in Section E.2.10.1(b)
<b>Indicative</b>	has the meaning given in Section I.5.6.2(a)
<b>Indicative Aggregate Pool Price</b>	means the Aggregate Pool Price from an Indicative Pool Run
<b>Indicative Daily Energy Settlement Statement</b>	means a Daily Energy Settlement Statement in respect of an Indicative Energy Settlement Run
<b>Indicative Energy Settlement Run</b>	means an Energy Settlement Run performed in respect of an Indicative Market Schedule Run
<b>Indicative Market Schedule</b>	means the Market Schedule in respect of an Indicative Market Schedule Run

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Indicative Market Schedule Run</b>	means the Market Schedule Run carried out Ex-Post before the Confirmed Market Schedule Run in accordance with Section I.5.6.2(a)
<b>Indicative Monthly Scarcity Settlement Statement</b>	means a Settlement Statement in respect of an Indicative Scarcity Settlement Run
<b>Indicative Pool Charges</b>	means the Pool Charges in respect of an Indicative Pool Run
<b>Indicative Pool Prices</b>	means System Marginal Price and/or Scarcity Price, as appropriate, from an Indicative Pool Run
<b>Indicative Pool Run</b>	means an Indicative Market Schedule Run and/or an Indicative Scarcity Price Run, as applicable
<b>Indicative Scarcity Price</b>	means the Scarcity Price in respect of an Indicative Scarcity Price Run
<b>Indicative Scarcity Price Run</b>	means the Scarcity Price Run in respect of a Trading Day carried out Ex-Post in accordance with Section I.5.6.2(a)
<b>Indicative Scarcity Settlement Run</b>	means the Scarcity Settlement Run in respect of an Indicative Scarcity Price Run
<b>Indicative Settlement Statement</b>	means an Indicative Daily Energy Settlement Statement and/or an Indicative Monthly Scarcity Settlement Statement, as applicable
<b>Inferred Fuel Price Adjustment Debit</b>	has the meaning given in Section L.6.5.1
<b>Input Margin</b>	has the meaning given in M.2.2.2
<b>Insolvency</b>	means the occurrence of any of the following: <ul style="list-style-type: none"> <li>a) the passing of a resolution for the bankruptcy, insolvency, winding-up, liquidation of, or similar proceeding against or relating to a person; and/or</li> <li>b) the appointment of a trustee, liquidator, custodian or similar person in connection with any matter or proceeding referred to at paragraph (a), where the appointment is not set aside or stayed within sixty (60) days of such appointment; and/or</li> <li>c) a court which has jurisdiction making an order to wind up or otherwise confirm the bankruptcy or insolvency of a person, where the order is not set aside or stayed within sixty (60) days</li> </ul>
<b>Insufficient Capacity Event</b>	has the meaning given in Section L.2.4.4

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Intellectual Property Rights or IPR</b>	means any right, title or interest in: <ol style="list-style-type: none"> <li>a) patents, trade marks, trade names, goodwill, registered designs, design rights, semiconductor topography rights, database rights, copyrights, utility models, service marks, collective marks, certification marks, geographical indications and other forms of intellectual or industrial property (in each case in any part of the world), whether or not registered or registrable for their full period of registration with all extensions, renewals and revivals, and including all applications for registration licences, permissions and consents or otherwise;</li> <li>b) inventions, formulae, confidential information, trade secrets (including know-how or secret processes);</li> <li>c) rights in computer software; and</li> <li>d) any similar or equivalent rights and assets which may now or in the future subsist anywhere in the world</li> </ol>
<b>Interconnected System</b>	means: <ol style="list-style-type: none"> <li>a) interconnector as referred to in Section E3.2.1(c); and</li> <li>b) in relation to a Production Facility which is prohibited from Participation as provided in Section E.3.1.5, the System in which such Production Facility is connected.</li> </ol>
<b>Interest Rate</b>	means the average of the Average Weighted Interest Rate on Deposits (Total Deposits All Sectors: Rial Omani) published in the Monthly Statistical Bulletin of the Central Bank of Oman, provided that, in respect of any day for which there is no such rate available or the relevant Parties are unable to agree such other publication, the applicable rate shall be that prevailing in respect of the last day for which such rate was published in the Monthly Statistical Bulletin of the Central Bank of Oman
<b>Invoice Payee</b>	means the Pool Participant which is entitled to be paid an amount under a Pool Invoice
<b>Invoice Payor</b>	means the Pool Participant which is liable to pay an amount under a Pool Invoice
<b>Law of Commerce</b>	means the law issued pursuant to Royal Decree 55/1990 (as amended)
<b>Legal Requirement</b>	means any requirement arising pursuant to, or in accordance with, Applicable Laws
<b>Licence</b>	means a written authorisation issued by the Authority to undertake any of the regulated activities pursuant to the provisions of the Sector Law
<b>Licensed Distribution System Operator</b>	means a person who is the holder of a Distribution Licence
<b>Licensed Generator</b>	means a person who is the holder of a Generation Licence
<b>Licensed Supplier</b>	means a person who is the holder of a Supply Licence

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Main Interconnected System</b>	means the Total System (as defined in the Sector Law) excluding the following systems: <ol style="list-style-type: none"> <li>any Systems located outside of Oman;</li> <li>the System located in the Dhofar region;</li> <li>the System located in the Musandam region;</li> <li>the System operated by the Petroleum Development Oman LLC; and</li> <li>any System developed and/or operated by Rural Areas Electricity Company (until and unless such System becomes part of the Main Interconnected System in accordance with Section E.4.7).</li> </ol>
<b>Margin</b>	means the difference between a measure of Availability and Demand
<b>Market Advisory Committee or MAC</b>	means the committee established pursuant to Section C.5 and includes a sub-committee
<b>Market Audit</b>	means the audit to be carried out in respect of the operation of the Market Rules in each Year in accordance with Section C.4.1.1
<b>Market Auditor</b>	means a person appointed to conduct a Market Audit in accordance with Section C.4.1.1
<b>Market Behaviour Condition</b>	means a condition of any Generation Licence or Exemption which addresses the behaviour of a Generator in connection with the Pool
<b>Market Data</b>	means certain Data relating to Settlement as specified in Annex H-2 and such other Data as may be prescribed by the Authority
<b>Market Information</b>	has the meaning given in Section C4.2.3
<b>Market IT System</b>	means collectively the central systems (including processing systems, databases, telecommunication systems and other information systems, but excluding the Market Scheduling Software) established, operated and maintained by the Market Operator for the operation of the Pool
<b>Market Liberalisation</b>	has the meaning given to such term in the Sector Law
<b>Market Operator</b>	means OPWP acting in the capacity of Market Operator pursuant to Condition 6B of the OPWP Licence and the Market Rules
<b>Market Operator Costs</b>	means costs and expenses incurred by OPWP in carrying out its functions as Market Operator, as determined pursuant to Section C.3.3
<b>Market Register</b>	means the register of details in respect of Pool Participants and Pool Units, to be established and maintained by the Market Operator in accordance with Section H.4
<b>Market Review</b>	means a periodic review of the Market Rules carried out pursuant to Section C.4.4
<b>Market Rules</b>	means the rules set out in the Market Rules Document
<b>Market Rules Document</b>	means this Oman Electricity Market Rules Document as designated by the Authority pursuant to the OPWP Licence and from time to time modified in accordance with its provisions for modification
<b>Market Rules Procedure or MRP</b>	means any of the procedures established by the Market Operator for the implementation of the Market Rules, as from time to time modified, in accordance with Section C.6
<b>Market Schedule</b>	has the meaning given in Section L.2.1.1

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Market Schedule Availability</b>	means the availability of a Pool Scheduling Unit for purposes of the derivation of the Market Schedule in accordance with Section K.2.5
<b>Market Schedule Daily Energy Credit</b>	has the meaning given in Section L.3.2.2
<b>Market Schedule Energy Credit</b>	has the meaning given in Section L.3.2.1
<b>Market Schedule Make Whole Credit</b>	means the Credit that reflects the potential difference between Market Schedule Production Cost and Market Schedule Daily Energy Credit for a Production Block over Trading Day, as calculated in Section L.3.3.6
<b>Market Schedule No Load Cost</b>	has the meaning given in Section L.3.3.2
<b>Market Schedule Objective</b>	has the meaning given in Section L.2.1.3
<b>Market Schedule Production Cost</b>	has the meaning given in Section L.3.3.5
<b>Market Schedule Quantity</b>	has the meaning given in Section L.2.1.2(a)
<b>Market Schedule Run</b>	has the meaning given in Section L.2.3.7
<b>Market Schedule Transition Cost</b>	has the meaning given in Section L.3.3.4
<b>Market Schedule Transition Integer</b>	has the meaning given in Section L.3.3.3
<b>Market Schedule Transitions</b>	has the meaning given in Section L.2.1.2(b)
<b>Market Scheduling Software</b>	has the meaning given in Section L.2.3.1
<b>Market System Failure</b>	has the meaning given in Section H.6.2.1
<b>Market Website</b>	means the website established and operated by the Market Operator in accordance with Section C.2.4
<b>Maximum Configurations Per Production Block</b>	means the parameter that sets the largest integer number of Configurations that can be defined for a Production Block, with the parameter value set in Section J.4.1
<b>Maximum On Time</b>	means the maximum time that a Pool Scheduling Unit can be Active
<b>Maximum Production Units Per Configuration</b>	means the parameter that sets the largest integer number of Production Units that can be defined for a Configuration, with the parameter value set in Section J.4.2
<b>Meter Data</b>	means the Data obtained from a Metering System
<b>Metered Quantity</b>	means the quantity of Output for a Pool Scheduling Unit in a Trading Period determined pursuant to Section F.4. A reference to the Metered Quantity at any time is to the prevailing such quantity determined at such time

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Metering and Data Exchange Code</b>	means the code of such name forming part of the Grid Code
<b>Metering System</b>	has the meaning given in the Grid Code
<b>Minimum Off Time</b>	means the minimum time that a Pool Scheduling Unit can be Inactive
<b>Minimum On Time</b>	means the minimum time that a Pool Scheduling Unit can be Active
<b>Minimum Output</b>	means the minimum Output that a Pool Scheduling Unit can Generate continuously
<b>Ministry of Commerce and Industry</b>	means the Sultanate of Oman Ministry of Commerce and Industry or its successor
<b>Modification</b>	means a modification of the Market Rules Document, and cognate expressions shall be construed accordingly
<b>Modification Proposal</b>	means a proposal that a Modification should be made
<b>Modifications Process</b>	means the process by which Modifications are proposed, processed, developed, assessed, approved (or not approved) and come into effect and are implemented pursuant to Section G.4 of these Market Rules
<b>Month</b>	means a calendar month
<b>Monthly Adjusted Scarcity Credit</b>	means the sum of Adjusted Scarcity Credit in a Month with respect to a Pool Scheduling Unit, calculated in accordance with Section M.6.2.5
<b>Monthly Energy Credit</b>	means the value of Energy Credits in a Month
<b>Monthly Energy Settlement Statement</b>	means a Settlement Statement issued to in relation to Energy Credits for a Month
<b>Monthly Scarcity Credit</b>	means the value of Scarcity Credits in a Month
<b>Monthly Scarcity Credit Cap</b>	means the maximum possible cumulative Scarcity Credit amount for a Month, as determined by the Market Operator in accordance with the Monthly Scarcity Credit Cap Methodology
<b>Monthly Scarcity Credit Cap Methodology</b>	means the Approved Methodology referred to in Section M.5.4.4 for determining Monthly Scarcity Credit Caps
<b>Monthly Scarcity Settlement Statement</b>	means a Settlement Statement issued to in relation to Scarcity Charges for a Month
<b>Monthly Total Preliminary Scarcity Credit</b>	means the sum of Preliminary Scarcity Credits in a Month over all Pool Scheduling Units
<b>Must Run</b>	has the meaning given in Section E.2.7.4

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Must Run Auxiliary Consumption</b>	means the electricity consumed at a Production Facility for the production of water where: <ol style="list-style-type: none"> <li>that consumption occurs within Production Facility prior to export metering</li> <li>the production of such water requires steam generated as a coproduct of electricity Generation at that same Production Facility</li> <li>such water is produced under contract with OPWP</li> </ol>
<b>Must Run Auxiliary Consumption Variation Threshold</b>	means the threshold, defined as a percentage variation between Ex-Ante expectations of Must Run Auxiliary Consumption and actual Must Run Auxiliary Consumption defined in the Must Run Methodology, which if met or passed allows for Offer Data resubmission in respect of the relevant Pool Unit
<b>Must Run Flag</b>	means a flag to indicate that a Price-Quantity Pair has Must Run status
<b>Must Run Methodology</b>	means the Approved Methodology referred to in Section E.2.7.5 for determining Must Run Status and the Must Run Auxiliary Consumption Variation Threshold
<b>New Generator</b>	means a person which has become a Party in the capacity of Generator under Section D
<b>New Party</b>	has the meaning given to such term in the Framework Agreement
<b>No Load Cost</b>	means the total operating cost for a Production Unit, submitted as part of Commercial Offer Data, that is invariant with the quantity of Output and is incurred at all times when the Production Unit has an Output greater than its Minimum Output
<b>No Load Cost (Fuel Actual)</b>	means the element of operating cost for a Production Unit associated with the consumption of fuel at its actual cost, submitted as part of Commercial Offer Data, that is invariant with the quantity of Output and is incurred at all times when the Production Unit has an Output greater than its Minimum Output
<b>No Load Cost (Fuel Economic)</b>	means the element of operating cost for a Production Unit associated with the consumption of fuel at an economic price, submitted as part of Commercial Offer Data, that is invariant with the quantity of Output and is incurred at all times when the Production Unit has an Output greater than its Minimum Output
<b>No Load Cost (Non Fuel)</b>	means the element of operating cost for a Production Unit not associated with the consumption of fuel, submitted as part of Commercial Offer Data, that is invariant with the quantity of Output and is incurred at all times when the Production Unit has an Output greater than its Minimum Output
<b>Nominated Quantity</b>	means, in relation to a Price Taker Production Unit, the expected quantity of Output in a Trading Period
<b>Non-Pool-Based Contracted</b>	in relation to a Production Facility, has the meaning given in Section E.2.11.1
<b>Non-Pool-Based Power Contract</b>	means a Power Contract which is not a Pool-Based Power Contract
<b>Notice</b>	means any notice issued under the Market Rules in accordance with Section Q.15



<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Notified Lender</b>	means a commercial debt provider to which an assignment by way of security of a Generator's entire right to receive payment of Pool Charges is made pursuant to Section Q.9.1.2 and where the creation of such security requires the consent of the Authority under the Sector Law or the applicable Licence or Exemption, the consent of the Authority to the creation of that security has been given
<b>Offer Curve</b>	is the collection of all Price-Quantity Pairs for a given Trading Day or Trading Period (as applicable) of a Pool Scheduling Unit in ascending Offer Price order
<b>Offer Data</b>	means Commercial Offer Data, Technical Offer Data and/or Structural Offer Data as appropriate
<b>Offer Derivation From Contract Terms Approach</b>	means in relation to a Non-Pool-Based Contracted Production Facility, the specific methodology referred to in Section J.3.4.3
<b>Offer Derivation From Contract Terms Principles</b>	means in relation to a Non-Pool-Based Contracted Production Facility, the principles that frame an Offer Derivation From Contract Terms Approach referred to in Section J.3.4
<b>Offer Price</b>	means the Price in OMR per MWh of a Price-Quantity Pair for a given Trading Day or Trading Period (as applicable) of a Pool Scheduling Unit
<b>Offered Availability</b>	means the Availability of a Pool Scheduling Unit $u$ for each Trading Period $h$ in Optimisation Horizon $o$ , associated with Trading Day $d$ , submitted as part of Commercial Offer Data
<b>Oman</b>	means the Sultanate of Oman
<b>Optimisation Horizon</b>	has the meaning given in Section I.5.2.1
<b>OPWP</b>	means Oman Power and Water Procurement Company SAOC
<b>OPWP Licence</b>	means the Power and Water Procurement Licence granted to OPWP on 1 May 2005 (as amended)
<b>Original Parties</b>	means the Power Procurer, those Generators which were original parties to the Framework Agreement, the Market Operator and the Transmission Company
<b>Other Party</b>	has the meaning given in Section H.2.1.4
<b>Other Required Data</b>	has the meaning given in Section F.3.1.4
<b>Output</b>	means electricity Generated by a Production Unit, or electricity treated as delivered by a Demand Side Unit, stated as Active Energy in MWh for a Trading Period at the Pool Boundary, and determined in accordance with Section I.3.2
<b>Outturn Availability</b>	means a measure of Availability used to calculate Ex-Post System Available Capacity, calculated in accordance with Section M.5.1.1
<b>Outturn Transition Integer</b>	has the meaning given in Section F.4.5.2
<b>Over Delivery Discount Factor</b>	means a discount applied to Uninstructed Imbalances from over delivery

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Owning Party</b>	means, in relation to any Pool Materials: <ol style="list-style-type: none"> <li>a) in the case of the Power Procurer Materials, the Power Procurer;</li> <li>b) in the case of each Approved Methodology, the Party required to prepare such Approved Methodology under the Market Rules;</li> <li>c) in the case of all other Pool Materials, the Market Operator</li> </ol>
<b>Participation</b>	has the meaning given in Section E.3.1.1, and <b>Participate</b> and <b>Participating</b> are to be construed accordingly
<b>Party</b>	means a person who is party to the Framework Agreement and thereby bound by the Market Rules Document and includes Original Parties and New Parties
<b>Party IT Systems</b>	means the systems to be established, operated and maintained by (respectively) each Generator, the Power Procurer and the Transmission Company for the purposes of sending and receiving Data Records and other Data to and from the Market IT System
<b>Payment Settlement Statement</b>	has the meaning given in Section O.2.4.1
<b>Permit</b>	means any permission, licence (including a Licence), authority, approval or consent of any Competent Authority and, where a Competent Authority is authorised to prohibit a proposal, the passing of the time limited for such prohibition without the proposal being prohibited
<b>Planning Code</b>	has the meaning given in the Grid Code
<b>Pool</b>	means the arrangements, constituted by the Market Rules, establishing a market for setting a System Marginal Price and a Scarcity Price for each Trading Period, and determining Debits and Credits in respect of the Output and Availability of Participating Production Units and (other than for Non-Pool-Based Contracted Production Units) payment of such Debits and Credits and trading such Output
<b>Pool Bank Account</b>	means the bank account from time to time established by a Pool Participant pursuant to Section O
<b>Pool Boundary</b>	means the point on the Main Interconnected System at which Active Energy is treated as delivered in the Pool and counted for the purposes of Settlement, as specified in Section I.3.1
<b>Pool Charges</b>	means Energy Charges and Scarcity Charges

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Pool Data</b>	means: <ul style="list-style-type: none"> <li>a) in relation to a Party other than the Market Operator, data which that Party: <ul style="list-style-type: none"> <li>i. creates, produces or acquires; and</li> <li>ii. provides or makes available under or in connection with the Market Rules</li> </ul> </li> <li>b) in the case of the Market Operator, data which the Market Operator: <ul style="list-style-type: none"> <li>i. creates or produces, including data created or produced from data provided or made available by another Party to the Market Operator as referred to in (a)(ii), or</li> <li>ii. acquires.</li> </ul> </li> <li>c) In each case whether such data is created, produced or acquired or provided or made available, before or after the Market Rules come into force.</li> </ul>
<b>Pool Demand</b>	means the Demand to be served by the Pool in a Trading Period, determined (Ex-Ante and Ex-Post) in accordance with Section K.2.1
<b>Pool Invoice</b>	means an invoice issued by the Market Operator to a Pool Participant in respect of Pool Charges payable by that Pool Participant
<b>Pool Invoice Amount</b>	has the meaning given in Section O.3.2.1
<b>Pool Materials</b>	means: <ul style="list-style-type: none"> <li>a) the Framework Agreement and the Market Rules Document; and</li> <li>b) any document, procedure or process established or adopted by a Party under the Market Rules (whether or not expressly referred to in the Market Rules), including any Approved Methodology, Market Rules Procedure, Modification Proposal or document produced in connection with a Modification Proposal; and</li> <li>c) <ul style="list-style-type: none"> <li>i. any documents, materials, reports, ideas, inventions, software, diagrams, charts, databases and specifications the IPRs in which are owned by the Market Operator, or are acquired or licensed by the Market Operator: from any person at the date the Market Rules came into effect; or</li> <li>ii. from any person (other than under the Market Rules) after the date the Market Rules came into effect;</li> </ul> </li> </ul> <p>but excluding the Pool Data.</p>
<b>Pool Metering Requirements</b>	has the meaning given in Section F.2.1.2
<b>Pool Objectives</b>	means the objectives set out in Section A.3
<b>Pool Participants</b>	means Generators and OPWP as Power Procurer
<b>Pool Price Cap</b>	means the maximum permitted value for the System Marginal Price, determined in accordance with Section I.4.1.1
<b>Pool Price Floor</b>	means the minimum permitted value for the System Marginal Price, determined in accordance with Section I.4.1.1

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Pool Prices</b>	means System Marginal Price and/or Scarcity Price as appropriate
<b>Pool Run</b>	means a Market Schedule Run, a Scarcity Price Run or a Settlement Run as appropriate
<b>Pool Scheduling Unit</b>	has the meaning given to such term in Section E.2.6
<b>Pool Timetable</b>	means the timetable for Pool processes set out in Section I.6.2
<b>Pool Unit</b>	has the meaning given to such term in Section E.2.6
<b>Pool-Based Contracted</b>	in relation to a Production Facility, has the meaning given in Section E.2.11.1
<b>Pool-Based Power Contract</b>	means a Power Contract the terms of which are consistent with the sale by the Generator of the Output of the Production Facility to the Power Procurer in accordance with the Market Rules
<b>Pool-Excluded Generation</b>	has the meaning given in Section E.3.2.2
<b>Power Contract</b>	means a contract (other than the Market Rules) between a Generator and the Power Procurer under which all or any part of the capacity and/or Output and/or Ancillary Services of a Production Facility is purchased by the Power Procurer or under which payments are otherwise made (between the parties to the Contract) by reference to all or any part of the capacity, Availability, Ancillary Services or Output of such Production Facility
<b>Power Procurer</b>	means OPWP acting in the capacity of power procurer pursuant to the OPWP Licence other than the conditions relating to the Market Operator, including in the capacity provided in the Market Rules in relation to Demand Side Arrangements
<b>Power Procurer Materials</b>	means the Demand Side Arrangements, Offer Derivation From Contract Terms Principles and Power Contracts
<b>Pre-Contractual Representation</b>	has the meaning given to it in Section Q.12.1.4
<b>Preliminary Scarcity Credit</b>	means the value of Scarcity Credit entitlement prior to application of Monthly Scarcity Credit Caps, calculated in accordance with Section M.6.1.4
<b>Preliminary Scarcity Scaling Factor</b>	means a variable to scale Preliminary Scarcity Credits, calculated in accordance with Section M.6.2.3
<b>Price (Fuel Actual)</b>	means the price associated with the consumption of fuel at its actual cost for a Quantity in a Price-Quantity Pair
<b>Price (Fuel Economic)</b>	means the price associated with the consumption of fuel at an economic price for a Quantity in a Price-Quantity Pair
<b>Price (Non Fuel)</b>	means the price not associated with the consumption of fuel for a Quantity within the range of quantities for any of a Price-Quantity Pair
<b>Price Maker</b>	has the meaning given in Section E.2.7
<b>Price Taker</b>	has the meaning given in Section E.2.7
<b>Price-Quantity Pair(s)</b>	means pair(s) of Offer Prices and Quantities for Pool Units submitted as part of Commercial Offer Data

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Primary Fuel Type</b>	means the standard Fuel Type for a Pool Unit with more than one possible Fuel Type
<b>Production Block</b>	has the meaning given in Section E.2.3
<b>Production Facility</b>	has the meaning given in Section E.2.1
<b>Production Facility Daily Energy Credit</b>	means the daily Energy Credit for a Production Facility calculated in accordance with Section L.7.1.1
<b>Production Facility Monthly Energy Credit</b>	means the Monthly Energy Credit for a Production Facility calculated in accordance with Section N.3.1.1
<b>Production Facility Monthly Scarcity Credit</b>	means the Monthly Scarcity Credit for a Production Facility calculated in accordance with Section N.3.1.2
<b>Production Facility Total Energy Credit</b>	means the Credit calculated in accordance with Section L.7.1.1
<b>Production Unit</b>	has the meaning given in Section E.2.4
<b>Prospective Party</b>	means either (i) an entity having an Appropriate Person / licence "minded to grant" letter from the Authority ; or (ii) such other person qualifying under a mechanism / criteria to be published by the Authority
<b>Prudent Industry Operator</b>	means a person acting in good faith to perform its obligations (as Party) under the Market Rules and, in so doing and in the general conduct of its undertaking hereunder, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and internationally experienced operator complying with good practice and Applicable Law, engaged in the same or a similar type of undertaking, in the same or similar circumstances and conditions and any references herein to the standard of a Prudent Industry Operator shall be construed accordingly
<b>Public Award</b>	means the abridged version of the award of an arbitral tribunal to be provided pursuant to Section P.4.2.1(a)
<b>Quantity</b>	means the quantity of a Price-Quantity Pair for a given Trading Day or Trading Period (as applicable) of a Pool Scheduling Unit in MWh of Output
<b>Quantity of Export</b>	means the quantity of Active Energy exported in Trading Period h from the Main Interconnected System to an Interconnected System
<b>Ramp Down Rate</b>	means the rate at which a Pool Scheduling Unit can decrease its Output when its Output is above Minimum Output
<b>Ramp Up Rate</b>	means the rate at which a Pool Scheduling Unit can increase its Output when its Output is above Minimum Output
<b>Realised Unpaid Scaling Factor</b>	means a variable to scale Realised Unpaid Scarcity Value, calculated in accordance with Section M.6.3.6
<b>Realised Unpaid Scarcity Value</b>	means the difference between Monthly Total Preliminary Scarcity Credit and Monthly Scarcity Credit Cap in a Month, calculated in accordance with M.6.3.4
<b>Recipient Party</b>	means any Party which receives, acquires possession or control of, or otherwise becomes aware of Confidential Information of another Party
<b>Records and Archive Law</b>	means the law issued pursuant to Royal Decree 60/2007 (as amended)

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Rectification Notice</b>	means a Notice in the form set out at Annex Q-1 issued by the Market Operator pursuant to Section Q.16.4.1
<b>Recurring Breach</b>	has the meaning given to it in Section Q.16.1.4
<b>Reference Ambient Conditions</b>	means, in relation to a Pool Scheduling Unit, the ambient conditions specified by the Power Procurer in accordance with Section E.2.12 at which Certified Availability is measured
<b>Registered Capacity</b>	has the meaning given to it in the Grid Code
<b>Registration</b>	means the registration of Data in the Market Register in accordance with Section H.4, and <b>Register</b> and <b>Registered</b> shall be construed accordingly
<b>Registration Data</b>	means Data submitted for the purposes of Registration in accordance with Section E.4
<b>Reliability Price</b>	means the unit price in OMR per MWh ascribed to reliability as determined by the Authority in accordance with Section M.2.1
<b>Required Meter Data</b>	has the meaning given in Section F.3.1.4
<b>Reserve Holding Adjustment Methodology</b>	means the Approved Methodology referred to in Section K.2.8.1 which sets out calculations of Reserve Holding Limits and Reserve Holding Quantities
<b>Reserve Holding Limit</b>	means, in relation to a Pool Scheduling Unit and Trading Period, the level of Output (in MWh) above which no adjustment for Spinning Reserve holding is made
<b>Reserve Holding Quantity</b>	means, in relation to a Pool Scheduling Unit and Trading Period, the quantity of Output (in MWh) which represents the Spinning Reserve holding of the Pool Scheduling Unit
<b>Reserve Holding Threshold</b>	means, in relation to a Production Block and Trading Period, the level of Output (in MWh) above which no adjustment for Spinning Reserve holding is made
<b>Reserve-Adjusted</b>	means, in relation to Commercial Offer Data, adjusted for Spinning Reserve holding in accordance with Section K.4.2
<b>Reserve-Adjusted Offer Price</b>	means the Offer Price of a Price-Quantity Pair following adjustment for reserve holding
<b>Reserve-Adjusted Quantity</b>	means Quantity of a Price-Quantity Pair following adjustment for reserve holding
<b>Reserve-Provider</b>	means a Production Facility that is subject to any one or more of the following: <ul style="list-style-type: none"> <li>a) a Power Contract under which Payments are made for Ancillary Services; or</li> <li>b) an Ancillary Services Agreement between a Generator and the Power Procurer; or</li> <li>c) an Ancillary Services Agreement between a Generator and the Transmission Company</li> </ul>
<b>Rural Areas Electricity Company or RAEC</b>	means the company of that name established pursuant to Article (66) of the Sector Law
<b>Scarcity Charges</b>	means payments for Scarcity Credits
<b>Scarcity Credit</b>	means a Credit calculated in respect of Eligible Availability
<b>Scarcity Credit Cap</b>	means the Annual Scarcity Credit Cap and/or the Monthly Scarcity Credit Cap

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Scarcity Factor</b>	means a factor indicating the potential for Generation in the Pool to be less than Demand plus reserve requirements identified in the Scarcity Factor Table Methodology
<b>Scarcity Factor Table</b>	means the 2-column table that relates Input Margin (IM) to Derived Scarcity Factor (DSF)
<b>Scarcity Factor Table Methodology</b>	means the Approved Methodology referred to in Section M.2.2.1 for establishing a Scarcity Factor Table
<b>Scarcity Price</b>	means the price at which one MWh of Eligible Availability is remunerated under the Market Rules in any given Trading Period, in accordance with Section M
<b>Scarcity Price Coefficient</b>	means a variable to scale the Scarcity Price in respect of an Eligible Availability Quantity depending on the relationship between Offer Price and SMP, calculated in accordance with Section M.6.1.3
<b>Scarcity Price Run</b>	means the operation, for a Trading Day, of the processes (including the input of Data and the running of software within the Market IT System) under the Market Rules for determining Scarcity Prices in relation to Trading Periods in that Trading Day
<b>Scarcity Settlement Run</b>	means a Settlement Run for determining Scarcity Charges
<b>Scheduling and Dispatch Code</b>	has the meaning given in the Grid Code
<b>Secretariat</b>	means the Market Operator acting as secretariat for the Market Advisory Committee or any sub-committee under Section C.2.4
<b>Sector Law</b>	means Royal Decree 78/2004 (as amended) promulgating the law for regulation and privatisation of the electricity and related water sector
<b>Self Supply</b>	has the meaning given in the Sector Law
<b>Settlement</b>	means the determination of Market Schedules, Pool Prices and Pool Charges pursuant to the Market Rules. Settlement includes the operation of the Market Scheduling Software and Market IT System. In relation to a Pool Unit or its Output or Availability, Settled means counted in Settlement. Settlement does not include the production, issuing or payment of Pool Invoices
<b>Settlement Amounts</b>	means amounts payable by or to a Pool Participant in respect of Pool Charges
<b>Settlement Dispute</b>	means a Dispute as to the existence, nature or effect of a Settlement Error
<b>Settlement Error</b>	has the meaning given in Section P.2.3.1
<b>Settlement Query</b>	means a query raised by a Party in respect of a Settlement Error as more particularly described in Section P.5.3
<b>Settlement Query Deadline</b>	has the meaning given in Section P.5.3.3
<b>Settlement Run</b>	means the operation, for a Trading Day or Month, as applicable, of the processes (including the input of Data and the running of software within the Market IT System) under the Market Rules for determining Energy Charges or Scarcity Charges

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Settlement Statement</b>	means a statement, for a Production Facility or Demand Side Unit, of Energy Charges or Scarcity Charges and other Settlement Data (in relation to a Trading Day or Month) in relation to that Production Facility or Demand Side Unit
<b>Solution</b>	has the meaning given in Section L.2.3.7
<b>Specified Fuel Type</b>	means the Fuel Types identified within the Approved Methodology for determining Economic Fuel Prices
<b>Spinning Reserve</b>	has the meaning given in the Grid Code
<b>Spinning Reserve Requirement</b>	means a quantity of Output representing the requirement for Spinning Reserve holding in a Trading Period on the Main Interconnected System
<b>Start Pool Scheduling Unit</b>	has the meaning given in Section E.2.9.1
<b>Start Pool Scheduling Unit Output Before Transition</b>	means the Output of a Start Pool Scheduling Unit prior to a Transition
<b>Step</b>	means, for the purposes of the Market Schedule and calculating Pool Charges, a Price-Quantity Pair of an Offer Curve treated as a piecewise constant function
<b>Structural Offer Data</b>	means structural offer data in respect of a Pool Unit as set out in Section J.5.1
<b>Submitted Availability</b>	means a measure of Availability used to determine Ex-Ante Configuration With Largest Aggregate Availability and Ex-Ante Availability, calculated in accordance with Section M.3.4
<b>Supplemental Scarcity Credit</b>	means the value of additional Scarcity Credit following end of year reconciliation, calculated in accordance with Section M.6.3.9
<b>Supply</b>	means the supply of electricity to any Premises, and cognate expressions shall be construed accordingly
<b>Supply Licence</b>	means a Licence to Supply electricity
<b>Suspension</b>	means the process specified in Section Q whereby the Market Operator suspends a Party from Trading in the Pool in respect of some or all of its registered Pool Units in accordance with a Suspension Notice and <b>Suspend</b> and <b>Suspended</b> shall be construed accordingly.
<b>Suspension Notice</b>	means a Notice in the form specified in Annex Q-3 issued by the Market Operator to a Party in accordance with Sections Q.16.4.1 and Q.18.1 stating that the Participation of any or all of its Pool Units will be temporarily Suspended in accordance with the terms of the Suspension
<b>System</b>	means a Distribution System or a Transmission System, as the context requires. Unless the context otherwise requires, a reference to a System is to a System comprised in the Main Interconnected System
<b>System Data</b>	means Data comprising Reserve Holding Threshold Data, Spinning Reserve Requirement Data, inputs for Forecast Demand Data, System Exports Data, Demand Shedding and Curtailed Quantities Data.
<b>System Exports</b>	means the sum of Quantity of Export across all Interconnected Systems, calculated in accordance with Section K.2.7.5
<b>System Marginal Price</b>	has the meaning given in Section L.2.2.1



<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Tax</b>	means any taxes, duties, charges, fees (and any related fine, penalties or interest) imposed by a Competent Authority
<b>Technical Offer Data</b>	means technical offer data in respect of a Pool Unit as set out in Section J.5.3
<b>Termination</b>	means the termination of a person's status as a Party in accordance with Section Q.19, and <b>Terminate</b> and <b>Terminated Party</b> shall be construed accordingly
<b>Termination Notice</b>	means a Notice in the form set out in Annex Q-4 and issued by the Market Operator to a Party in accordance with Sections Q.16.4.1 and Q.19 stating that the Party will be Terminated
<b>Testing Period</b>	means the timeframe over which a Production Unit is designated as being Under Test
<b>Testing Schedule</b>	means the schedule providing details of the Testing Period and Pool Scheduling Units being tested
<b>Tie Break</b>	has the meaning given in Section L.2.4.2
<b>Tolerance for Over Delivery</b>	means a tolerance applied to over delivery in the treatment of Uninstructed Imbalance
<b>Tolerance for Under Delivery</b>	means a tolerance applied to under delivery in the treatment of Uninstructed Imbalance
<b>Total Realised Unpaid Scarcity Value</b>	means the sum of Realised Unpaid Scarcity Value in a Year, calculated in accordance with Section M.6.3.5
<b>Total Unrealised Scarcity Value</b>	means the sum of Unrealised Scarcity Value in a Year, calculated in accordance with Section M.6.3.3
<b>Traded</b>	means in relation to Output of a Production Unit, means that such Output is treated as sold by the Generator and purchased by OPWP as Power Procurer pursuant to the Market Rules, and cognate expressions shall be construed accordingly. In accordance with Section E.2.11, the Output of a Non-Pool-Based Contracted Production Facility is not Traded.
<b>Trading Day</b>	has the meaning given in Section I.5.1.1
<b>Trading Period</b>	has the meaning given in Section I.5.3.1
<b>Transition</b>	has the meaning given in Section E.2.9
<b>Transition Bank</b>	means a constant Output during a Transition at either ends of the Transition or between two Transition Ramps
<b>Transition Bank Output</b>	means the Output at the Transition Bank
<b>Transition Bank Time</b>	means the time taken for a Transition Bank to occur
<b>Transition Cost</b>	means the total cost incurred by a Production Block b for each Transition t, as calculated in accordance with Section K.4.1.4
<b>Transition Cost (Fuel Actual)</b>	means the cost associated with the consumption of fuel at its actual cost incurred by a Production Block b for each Transition t, as calculated in accordance with Section K.4.1.7
<b>Transition Cost (Fuel Economic)</b>	means the cost associated with the consumption of fuel at an economic price incurred by a Production Block b for each Transition t

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Transition Cost (Non Fuel)</b>	means the cost not associated with the consumption of fuel at its actual cost incurred by a Production Block b for each Transition t
<b>Transition Group</b>	has the meaning given in Section E.2.9.3
<b>Transition Library</b>	has the meaning given in Section E.2.9.4
<b>Transition Matrix</b>	has the meaning given in Section E.2.9.5
<b>Transition Ramp</b>	means a ramp-up or ramp-down during a Transition
<b>Transition Ramp Time</b>	means the time taken for a Transition Ramp to occur
<b>Transition Time</b>	means the time taken for a Transition to complete
<b>Transitional Pool Scheduling Unit</b>	has the meaning given in Section E.2.6.3
<b>Transitioning</b>	has the meaning given in Section E.2.10.1(c)
<b>Transitioning Activity State</b>	means Activity State of Transitioning
<b>Transmission</b>	means the transport of electricity by means of a Transmission System
<b>Transmission Company</b>	means the Oman Electricity Transmission Company SAOC established pursuant to Article (66) of the Sector Law
<b>Transmission Licence</b>	means a Licence to engage in the Transmission of electricity
<b>Transmission System</b>	means a System for the transport of electricity, which System consists (wholly or mainly) of high voltage Electric Lines and Electric Plant with a nominal voltage equal to or greater than 132kV) and which is used for transporting electricity from a Production Facility to a sub-station, from one Production Facility to another, from one sub-station to another or to or from any Interconnector, Premises, or Distribution System and any Electric Plant used for the purposes of Dispatch (each term not otherwise defined herein having the meaning in the Grid Code). Unless the context otherwise requires, a reference to the Transmission System is to the Transmission System operated by the Transmission Company
<b>Uncontracted</b>	in relation to a Production Facility, has the meaning given in Section E.2.11.1(c)
<b>Under Delivery Premium Factor</b>	means a premium applied to Uninstructed Imbalances from under delivery
<b>Under Test</b>	means that a Pool Scheduling Unit is designated as undergoing testing
<b>Under Test Activity State</b>	means the Activity State of a Pool Scheduling Unit in a particular Trading Period during a Testing Period
<b>Under Test Flag</b>	means a flag that identifies whether or not a Pool Scheduling Unit is Under Test
<b>Uninstructed Imbalance</b>	means a difference between Metered Quantity and the Dispatch Quantity
<b>Uninstructed Imbalance Credit</b>	means the Credit for a positive difference between the Metered Quantity and the Dispatch Quantity of a Pool Scheduling Unit in a Trading Period h of Trading Day d, as calculated in Section L.5.2.1

<b>DEFINED TERM</b>	<b>DEFINITION</b>
<b>Uninstructed Imbalance Daily Credit</b>	means the Credit to a Production Block b in Trading Day d calculated in accordance with Section L.5.4.1
<b>Uninstructed Imbalance Daily Debit</b>	means the Debit to a Production Block b in Trading Day d calculated in accordance with Section L.5.5.1
<b>Uninstructed Imbalance Debit</b>	means the Debit for a positive difference between the Dispatch Quantity and the Metered Quantity of a Pool Scheduling Unit in a Trading Period h of Trading Day d, as calculated in Section L.5.3.1
<b>Unit Auxiliary Consumption</b>	means power consumed by a GenSet in order to generate Output
<b>Unrealised Scarcity Value</b>	means the difference between Monthly Scarcity Credit Cap and Monthly Total Preliminary Scarcity Credit in a Month, calculated in accordance with Section M.6.3.2
<b>Validated</b>	means submitted and validated pursuant to the process set out in Section H
<b>Voting Members</b>	means the Committee Members appointed by the Generators, the Power Procurer and the Transmission Company
<b>Wilful Misconduct</b>	means an intentional and conscious breach of the Market Rules by a Party or a breach arising from a Party's reckless disregard of the provisions hereof
<b>Withdrawal</b>	means a person's withdrawal from its status as a Party in accordance with Sections Q.19.3, and <b>Withdraw</b> , <b>Withdrawal</b> , <b>Withdrawn</b> and <b>Withdrawing Party</b> shall be construed accordingly
<b>Withdrawal Consent Notice</b>	means a Notice in the form set out at Annex Q-7 issued by the Market Operator to a Generator pursuant to Section Q.19.3.5
<b>Withdrawal Notice</b>	means an Notice in the form set out at Annex Q-6 issued by a Generator to the Market Operator pursuant to Section Q.19.3.3
<b>Within-Year Monthly Scarcity Credits</b>	means Scarcity Credits calculated during a Year, applying Monthly Scarcity Credit Caps but prior to the application of Annual Scarcity Credit Cap
<b>Year</b>	means a calendar year

### **B.3. RULES OF INTERPRETATION**

#### **B.3.1. General**

B.3.1.1 In these Market Rules, except where the context otherwise requires:

- (a) the Table of Contents, any index and headings of Sections in these Market Rules are for reference only and shall be ignored in the construction of these Market Rules;
- (b) the masculine includes the feminine and vice-versa;
- (c) the singular includes the plural and vice-versa;
- (d) a reference to "include", "includes" or "including" shall be read as if it is followed by "without limitation";

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- (e) a reference in these Market Rules to any Section is a reference to a Section of these Market Rules;
  - (f) a reference in any Section of these Market Rules to any Annex is a reference to an Annex of such Section of these Market Rules or to an Annex of another specified Section of these Market Rules;
  - (g) a reference in an Annex to a paragraph is a reference to a paragraph within such Annex or within another specified Annex and a reference in a Section to a paragraph in an Annex is a reference to the specified paragraph of the specified Annex;
  - (h) the Annexes to these Market Rules are an integral part of these Market Rules and shall have effect, and reference to these Market Rules includes reference thereto;
  - (i) any reference to any law, licence, decree, decision, order, regulation or other similar instrument shall be construed as a reference to the law, licence, decree, decision, order, regulation or instrument as amended, repeated, varied, replaced, consolidated or re-enacted and shall include any orders, regulations, codes of practice, instruments or implementing and/or executive regulations made under the relevant instrument;
  - (j) a reference to a person includes any individual, firm, partnership (including limited liability partnership), company, government, governmental body, authority, emanation, agency or instrumentality, unincorporated body of persons or association and their successors and permitted assignees or transferees;
  - (k) any reference to a public organisation or representative shall be deemed to include a reference to any successor to such public organisation or representative or any organisation or entity or representative which has taken over the functions or responsibilities of such public organisation or representative in whole or in part;
  - (l) where a Party has sub-contracted performance of any obligation, each such obligation of such Party shall be deemed to include an obligation to procure performance of that obligation, whether or not the obligation concerned is expressed to include an obligation to procure performance by sub-contractors;
  - (m) any obligation on any Party to do or not to do any thing shall be deemed to include an obligation to procure or not to permit or suffer such things to be done by such Party's agents, employees, officers, or contractors and acts or omissions of any Party's agents or contractors shall be deemed to be acts or omissions of such Party for the purposes of these Market Rules;
  - (n) references to the Market Operator "acting reasonably", or any reference to "reasonable" that qualifies the Market Operator's discretion in relation to any matter, shall entitle the Market Operator to take account of all relevant circumstances, including OPWP's functions under the Sector Law and its statutory duties, and not merely matters of contract;

- (o) where any obligation is imposed on any Party pursuant to these Market Rules Document and is expressed to require performance within a specified time limit that obligation shall, where appropriate, continue to be binding and enforceable after that time limit if the Party fails to perform that obligation within that time limit (but without prejudice to all rights and remedies available against that person by reason of that person's failure to perform that obligation within the time limit);
- (p) zero is to be treated as a positive, whole number;
- (q) in the event of any conflict between algebraic formulae and English language text in the Market Rules inclusive, the algebraic formula shall apply, save in the case of manifest error in the algebraic formula; and
- (r) electricity includes Active Energy and (where the context allows) Availability.

### **B.3.2. Timing**

B.3.2.1 In these Market Rules:

- (a) any reference to a time of day shall be a reference to whatever time of day shall be in force in Oman;
- (b) a day is the period of time which begins with one midnight and ends with the next; and
- (c) periods of time and dates shall be based in and computed according to the Gregorian calendar.

B.3.2.2 Where in the Market Rules a specified number of days is expressed to elapse or expire from or after the giving of a Notice or the issue or making available of a document before an action may be taken or by which an action is required to be taken then the day on which the Notice is given or issued or the document is made available shall not be counted in the reckoning of the period.

B.3.2.3 Where no timeframe for performance is specified in the Market Rules in respect of any obligation to be performed by a Party, then such obligation shall be performed within a reasonable time.

B.3.2.4 In relation to a Trading Day, a day identified as "TD+xD" is the day which ends x days after the end of the Trading Day.

B.3.2.5 In relation to a Month, a day identified as "M+xD" is the day which ends x days after the end of the Month.

### **B.3.3. Rounding of numerical values**

B.3.3.1 Each Party shall comply with the rounding rules in this Section B.3.3.

B.3.3.2 Numerical Data items in any Data Record sent by a Party to the Market Operator or by the Market Operator to any Party or Parties, or published

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by the Market Operator, shall be rounded in accordance with the following rules:

- (a) all variables which are expressed in MWh or MW shall be rounded to five decimal places; and
- (b) all monetary amounts shall be expressed in Rials Omani (OMR) and rounded to three decimal places.

B.3.3.3 In performing calculations in connection with Settlement, the Market Operator shall not round any numerical Data item used during calculations other than as automatically arising from the limitations of the Market Scheduling Software or Market IT System.

**B.3.4. *No proposer estoppel***

B.3.4.1 In the interpretation of these Market Rules, no rule of contract interpretation applies to the disadvantage of one Party on the basis that it put forward these Market Rules or any part of it.

**B.3.5. *Publication***

B.3.5.1 Where these Market Rules require Data to be published by the Market Operator, it shall be made publicly available on the Market Website (which, for the avoidance of doubt means available to all members of the public and not only to Parties) free of charge in a format that readily lends itself to processing by standard computer and analysis tools, through an easily accessible public interface on such website and the terms “publish”, “publication” and “published” shall be construed accordingly.

B.3.5.2 Section B.3.5.1 does not prevent the Market Operator from requiring persons accessing the Market Website to agree to conditions of access approved by the Authority.

B.3.5.3 Where these Market Rules requires the Market Operator to publish information and no timeline is specified for such publication, it shall be required to publish such information as soon as reasonably practicable.

**B.3.6. *Other items***

B.3.6.1 It is acknowledged that the Market Schedule represents a hypothetical schedule of operation of Pool Units which may not be the same as what is Dispatched or the operation of a Pool Unit which actually takes place.

B.3.6.2 Any references (in the context of Offer Data) to any operational term (including Generation, operation, Output, Availability, and any item of Technical Offer Data) are to be construed consistent with Section B.3.6.1.

B.3.6.3 Pool Charges are determined (as Debits or Credits of Pool Participants pursuant to the Market Rules) irrespective of whether payment obligations arise under the Market Rules in respect of such Debits and Credits.

B.3.6.4 A reference to a Pool Unit in the context of a Pool Participant is to a Pool Unit for which that Pool Participant is responsible in accordance with Section E.

- B.3.6.5 A reference to the Pool Participant in relation to a Pool Unit is to the Pool Participant which is responsible for such Pool Unit.
- B.3.6.6 In accordance with and subject as provided in Section E, where there is a Generator Participation Derogation in relation to a Production Facility, a reference to the Pool Participant in relation to such Production Facility is to the Power Procurer.

## B.4. SUBSCRIPTS

### B.4.1. *List of subscripts*

- B.4.1.1 In the Market Rules the names of defined variables (which are shown in capitals) are (where necessary) followed by lower case “subscripts” which show the entity or entities to which the variable relates. The meaning of those “subscripts” is shown below. Where there is more than one “subscript”, the variable concerned has more than one dimension; that is, it relates to more than one entity.

<b>Subscript</b>	<b>Meaning</b>
a	Specified Fuel Type
b	Production Block
c	Configuration
d	Trading Day
f	Production Facility
g	GenSet
h	Trading Period
i	Step
j	Reserved for use in algebra
k	Reserved for use in algebra
l	Reserved for use in algebra
m	Month
n	Reserved for use in algebra

<b>Subscript</b>	<b>Meaning</b>
o	Optimisation Horizon
p	Participant
r	Reserved for use in algebra
s	Reserved for use in algebra
t	Transition
u	Pool Scheduling Unit
v	Reserved for use in algebra
y	Year

## **B.5. VARIABLES, APPLICABLE SUBSCRIPTS AND UNITS**

### **B.5.1. List of variables, applicable subscripts and units**

B.5.1.1 In this list of variables, applicable subscripts and units, the description of the variables applies except where expressly provided otherwise in the Market Rules.

B.5.1.2 Where variables do not have a time subscript they shall be treated as applying for every Trading Day between a recorded start date and end date.

<b>Term</b>	<b>Name</b>	<b>Subscripts</b>	<b>Units</b>	<b>Description</b>	<b>Section</b>
ACA	Actual Availability	u, h	MWh	Actual Availability of Pool Scheduling Unit u in Trading Period h	Section K
AFP	Actual Fuel Price	a, d, u	OMR/MWh	Actual Fuel Price for Specified Fuel Type a in Trading Day d for Pool Scheduling Unit u	Section J
AFPB	Actual Fuel Price (Back-Up)	a, d, u	OMR/MWh	Actual Fuel Price (Back-Up) for Specified Fuel Type a in Trading Day d for Pool Scheduling Unit u	Section J
APP	Aggregate Pool Price	u, h	OMR/MWh	Aggregate Pool Price in Trading Period h	Section K



Term	Name	Subscripts	Units	Description	Section
ASA	Additional Scarcity Amount	m	OMR	Additional Scarcity Amount for Month m	Section M
ASC	Adjusted Scarcity Credit	u, i, h	OMR	Adjusted Scarcity Credit for Eligible Availability Quantity i of Pool Unit u in Trading Period h	Section M
ASCC	Annual Scarcity Credit Cap	y	OMR	Annual Scarcity Credit Cap for Year y	Section M
ASSC	Annual Supplemental Scarcity Credit	u, y	OMR	Annual Supplemental Scarcity Credit for Pool Unit u in Year y	Section M
ATCF	Ambient Temperature Correction Factor	u, temperature	Decimal	Ambient Temperature Correction Factor for Pool Scheduling Unit u corresponding to a given ambient air temperature	Section K
CA	Certified Availability	u, h	MWh	Certified Availability of Pool Unit u in Trading Period h	Section M
CCA	Corrected Certified Availability	u, h	MWh	Corrected Certified Availability of Pool Unit u in Trading Period h	Section M
CONFIGS	Set of all Configurations for Production Block	b	text	Set of all Configurations for Production Block b	Section M
CONONC	Constrained On Credit	b, d	OMR	Constrained On Credit for Production Block b in Trading Day d	Section L
CQ	Curtailed Quantity	u, h	MWh	Curtailed Quantity of Pool Scheduling Unit u in Trading Period h	Section K
CWLAA	Configuration With Largest Aggregate Availability	b, h	text	Configuration With Largest Aggregate Availability for Production Block b in Trading Period h	Section M

Term	Name	Subscripts	Units	Description	Section
DAD	Dispatch Adjustment Debit	b, d	OMR	Dispatch Adjustment Debit for Production Block b in Trading Day d	Section L
DQ	Dispatch Quantity	u, h	MWh	Dispatch Quantity of Pool Unit u in Trading Period h	Section K
DS	Demand Shedding	H	MWh	Demand Shedding in Trading Period h	Section K
DSF	Derived Scarcity Factor		Decimal between 0 and 1 inclusive	The values contained in the Scarcity Factor Table relating to the Input Margin and which are used to determine the values of the Ex-Post Scarcity Factor and the Ex-Ante Scarcity Factor	Section M
DSMEC	Demand Side Monthly Energy Credit	u, m	OMR	Demand Side Monthly Energy Credit for Demand Side Unit u in Month m	Section N
DSNLC	Dispatch Schedule No Load Cost	u, h	OMR	Dispatch Schedule No Load Cost of Pool Scheduling Unit u in Trading Period h	Section L
DSPC	Dispatch Schedule Production Cost	b, d	OMR	Dispatch Schedule Production Cost of Production Block b in Trading Day d	Section L
DST	Dispatch Schedule Transition Integer	t, b, h	0 or 1	Dispatch Schedule Transition Integer of Transition t in Production Block b for Trading Period h	Section K
DSTC	Dispatch Schedule Transition Cost	b, d	OMR	Dispatch Schedule Transition Cost of Transition t of Production Block b in Trading Period h	Section L
EA	Eligible Availability	u, h	MWh	Eligible Availability of Pool Scheduling Unit u in Trading Period h	Section M
EAA	Ex-Ante Availability	u, h	MWh	Ex-Ante Availability of Pool Scheduling Unit u in Trading Period h	Section M

Term	Name	Subscripts	Units	Description	Section
EACWLAA	Ex-Ante Configuration With Largest Aggregate Availability	b, h	text	Ex-Ante Configuration With Largest Aggregate Availability for Production Block b in Trading Period h	Section M
EAM	Ex-Ante Margin	H	MWh	Ex-Ante Margin in Trading Period h	Section M
EAQ	Eligible Availability Quantity	u, i, h	MWh	$i^{\text{th}}$ Eligible Availability Quantity for Pool Unit u in Trading Period h	Section M
EARHL	Ex-Ante Reserve Holding Limit	u, h	MWh	Ex-Ante Reserve Holding Limit for Pool Scheduling Unit u in Trading Period h	Section K
EARHQ	Ex-Ante Reserve Holding Quantity	u, h	MWh	Ex-Ante Reserve Holding Quantity of Pool Scheduling Unit u in Trading Period h	Section K
EASAC	Ex-Ante System Available Capacity	h	MWh	Ex-Ante System Available Capacity in Trading Period h	Section M
EASCR	Ex-Ante System Capacity Requirement	h	MWh	Ex-Ante System Capacity Requirement in Trading Period h	Section M
EASF	Ex-Ante Scarcity Factor	h	Decimal between 0 and 1 inclusive	Ex-Ante Scarcity Factor in Trading Period h	Section M
EASP	Ex-Ante Scarcity Price	h	OMR/MWh	Ex-Ante Scarcity Price in Trading Period h	Section M
EASRR	Ex-Ante Spinning Reserve Requirement	h	MWh	Ex-Ante Spinning Reserve Requirement in Trading Period h	Section K
EFP	Economic Fuel Price	a, d, f	OMR/MWh	Economic Fuel Price for Specified Fuel Type a in Trading Day d	Section J
EPM	Ex-Post Margin	h	MWh	Ex-Post Margin in Trading Period h	Section M

Term	Name	Subscripts	Units	Description	Section
EPRHL	Ex-Post Reserve Holding Limit	u, h	MWh	Ex-Post Reserve Holding Limit for Pool Scheduling Unit u in Trading Period h	Section K
EPRHQ	Ex-Post Reserve Holding Quantity	u, h	MWh	Ex-Post Reserve Holding Quantity of Pool Scheduling Unit u in Trading Period h	Section K
EPSAC	Ex-Post System Available Capacity	h	MWh	System Available Capacity in Trading Period h	Section M
EPSCR	Ex-Post System Capacity Requirement	h	MWh	System Capacity Requirement in Trading Period h	Section M
EPSF	Ex-Post Scarcity Factor	h	Decimal between 0 and 1 inclusive	Ex-Post Scarcity Factor in Trading Period h	Section M
EPSRR	Ex-Post Spinning Reserve Requirement	h	MWh	Ex-Post Spinning Reserve Requirement in Trading Period h	Section K
EXPORTS	System Exports	h	MWh	System Exports in Trading Period h	Section K
FCON	Fuel Consumption	a, f, d	MWh	Fuel Consumption of Specified Fuel Type a by Production Facility f in Trading Day d	Section L
FEXPORTS	Forecast System Exports	h	MWh	System Exports in Trading Period h	Section K
FPAD	Fuel Price Adjustment Debit	f, d	OMR	Fuel Price Adjustment Debit for Production Facility f in Trading Day d	Section L
FPD	Forecast Pool Demand	h	MWh	Forecast Pool Demand for Trading Period h	Section K
FPED	Fuel Price Energy Debit	u, h	OMR	Fuel Price Energy Debit for Pool Scheduling Unit u in Trading Period h	Section L

Term	Name	Subscripts	Units	Description	Section
FPNLCD	Fuel Price No Load Cost Debit	b, d	OMR	Fuel Price No Load Cost Debit for Production Block b in Trading Day d	Section L
FPTCD	Fuel Price Transition Cost Debit	b, d	OMR	Fuel Price Transition Cost Debit for Production Block b in Trading Day d	Section L
FQEX	Forecast Quantity of Export	h	MWh	Quantity of Active Energy scheduled to be exported in Trading Period h from the Main Interconnected System to an Interconnected System	Section K
FSSF	Final Scarcity Scaling Factor	m	Decimal	Final Scarcity Scaling Factor for Month m	Section M
GACA	GenSet Actual Availability	g, h	MWh	Actual Availability of GenSet g in Trading Period h	Section K
GDQ	GenSet Dispatch Quantity	g, h	MWh	Dispatch Quantity of GenSet g in Trading Period h	Section K
HOP	Highest Offer Price	h	OMR/MWh	Highest Offer Price of all Pool Scheduling Units in Trading Period h	Section L
HRAOP	Highest Reserve Adjusted Offer Price	h	OMR/MWh	Highest Reserve Adjusted Offer Price in Trading Period h	Section L
HY	Set of Hybrid Production Units	none	Set of Production Unit IDs	Set of Hybrid Production Units	Section M
IFPAD	Inferred Fuel Price Adjustment Debit	f, d	OMR	Inferred Fuel Price Adjustment Debit for Production Facility f in Trading Day d	Section L
IM	Input Margin	none	MWh	The variable that is recorded in the left-hand column of the Scarcity Factor Table	Section M

Term	Name	Subscripts	Units	Description	Section
MASC	Monthly Adjusted Scarcity Credit	u, m	OMR	Monthly Adjusted Scarcity Credit for Pool Unit u in Trading Period h	Section M
MINOUTPUT	Minimum Output	u	MWh	Minimum Output of Pool Scheduling Unit u	Annex J-1
MQ	Metered Quantity	u, h	MWh	Metered Quantity of Pool Scheduling Unit u in Trading Period h	Section F
MSA	Market Schedule Availability	u, h	MWh	Market Schedule Availability of Pool Scheduling Unit u in Trading Period h	Section K
MSCC	Monthly Scarcity Credit Cap	m	OMR	Monthly Scarcity Credit Cap for Month m	Section M
MSDEC	Market Schedule Daily Energy Credit	b, d	OMR	Market Schedule Daily Energy Credit for Production Block b in Trading Day d	Section L
MSEC	Market Schedule Energy Credit	u, h	OMR	Market Schedule Energy Credit for Pool Scheduling Unit u in Trading Period h	Section L
MSMWC	Market Schedule Make Whole Credit	b, d	OMR	Market Schedule Make Whole Credit for Production Block b in Trading Day d	Section L
MSNLC	Market Schedule No Load Cost	u, h	OMR	Market Schedule No Load Cost of Production Unit u in Trading Period h	Section L
MSPC	Market Schedule Production Cost	b, h	OMR	Market Schedule Production Cost of Production Block b in Trading Period h	Section L
MSQ	Market Schedule Quantity	u, h	MWh	Market Schedule Quantity for Pool Scheduling Unit u in Trading Period h	Section L
MST	Market Schedule Transition Integer	t, b, d	binary	Market Schedule Transition Integer of Transition t of Production Block b in Trading Period h	Section L

Term	Name	Subscripts	Units	Description	Section
MSTC	Market Schedule Transition Cost	b, h	OMR	Market Schedule Transition Cost of Production Block b in Trading Period h	Section L
MTPSC	Monthly Total Preliminary Scarcity Credit	m	OMR	Monthly Total Preliminary Scarcity Credit for Month m	Section M
NLC	No Load Cost	u, h	OMR	No Load Cost of Production Unit u in Trading Period h	Section J
NLCFA	No Load Cost (Fuel Actual)	u, h	OMR	No Load Cost (Fuel Actual) of Pool Scheduling Unit u in Trading Period h of Trading Day d	Section J
NLCFE	No Load Cost (Fuel Economic)	u, h	OMR	No Load Cost (Fuel Economic) of Pool Scheduling Unit u in Trading Period h of Trading Day d	Section J
NLCNF	No Load Cost (Non Fuel)	u, h	OMR	No Load Cost (Non Fuel) of Pool Scheduling Unit u in Trading Period h of Trading Day d	Section J
NQ	Nominated Quantity	u, h	MWh	Nominated Quantity of Pool Scheduling Unit u in Trading Period h	Section J
OA	Outturn Availability	u, h	MWh	Outturn Availability of Pool Unit u in Trading period h	Section M
ODF	Over Delivery Discount Factor	none	Decimal	Over Delivery Discounting Factor	Section L
OFA	Offered Availability	u, h	MWh	Offered Availability of Pool Scheduling Unit u in Trading Period h	Section J
ONLC	Outturn No Load Cost	u, h	OMR	Outturn No Load Cost of Production Unit u in Trading Period h	Section L

Term	Name	Subscripts	Units	Description	Section
ONLCFA	Outturn No Load Cost (Fuel Actual)	u, h	OMR	Outturn No Load Cost (Fuel Actual) of Pool Scheduling Unit u in Trading Period h of Trading Day d	Section L
ONLCFE	Outturn No Load Cost (Fuel Economic)	u, h	OMR	Outturn No Load Cost (Fuel Economic) of Pool Scheduling Unit u in Trading Period h of Trading Day d	Section L
OP	Offer Price	i, u, h	OMR/MWh	Offer Price of Step i of the Offer Curve of Pool Scheduling Unit u in Trading Period h	Section J
OT	Outturn Transition Integer	t, b, h	0 or 1	Outturn Transition Integer of Transition t in Production Block b for Trading Period h	Section F
OTC	Outturn Transition Cost	t, b, h	OMR	Outturn Transition Cost of Transition t of Production Block b commencing in Trading Period h	Section L
OTCFA	Outturn Transition Cost (Fuel Actual)	b, d	OMR	Outturn Transition Cost (Fuel Actual) of Production Block b in Trading Day d	Section L
OTCFE	Outturn Transition Cost (Fuel Economic)	b, d	OMR	Outturn Transition Cost (Fuel Economic) of Production Block b in Trading Day d	Section L
PC	Production Cost	b, o	OMR	Production Cost of Production Block b in Optimisation Horizon o	Section L
PCAP	Pool Price Cap	y	OMR/MWh	Pool Price Cap for Year y	Section I
PD	Pool Demand	h	MWh	Pool Demand for Trading Period h	Section K
PFA	Price (Fuel Actual)	i, u, h	OMR/MWh	Price (Fuel Actual) of Step i of the Offer Curve of Pool Scheduling Unit u in Trading Period h	Section K



Term	Name	Subscripts	Units	Description	Section
PFASSC	Production Facility Annual Supplemental Scarcity Credit	f, m	OMR	Production Facility Annual Supplemental Scarcity Credit for Production Facility f in Month m	Section N
PFDEC	Production Facility Daily Energy Credit	f, d	OMR	Production Facility Daily Energy Credit for Production Facility f in Trading Day d	Section L
PFE	Price (Fuel Economic)	i, u, h	OMR/MWh	Price (Fuel Economic) of Step i of the Offer Curve of Pool Scheduling Unit u in Trading Period h	Section J
PFLOOR	Pool Price Floor	y	OMR/MWh	Pool Price Floor for Year y	Section I
PFMEC	Production Facility Monthly Energy Credit	f, m	OMR	Production Facility Monthly Energy Credit for Production Facility f in Month m	Section N
PFMSC	Production Facility Monthly Scarcity Credit	f, m	OMR	Production Facility Monthly Scarcity Credit for Production Facility f in Month m	Section N
PM	Set of Price Maker Production Units	none	Set of Production Unit IDs	Set of Price Maker Production Units	Section M
PNF	Price (Non Fuel)	i, u, h	OMR/MWh	Price (Non Fuel) of Step i of the Offer Curve of Pool Scheduling Unit u in Trading Period h	Section J
PSC	Preliminary Scarcity Credit	u, i, h	OMR	Preliminary Scarcity Credit for Eligible Availability Quantity i of Pool Unit u in Trading Period h	Section M
PSSF	Preliminary Scarcity Scaling Factor	m	Decimal	Preliminary Scarcity Scaling Factor for Month m	Section M
PT	Set of Price Taker Production Units	none	Set of Production Unit IDs	Set of Price Taker Production Units	Section M

Term	Name	Subscripts	Units	Description	Section
Q	Quantity	i, u, h	MWh	Quantity of Step i of the Offer Curve of Pool Scheduling Unit u in Trading Period h	Section J
QEX	Quantity of Export	h	MWh	Quantity of Active Energy exported in Trading Period h from the Main Interconnected System to an Interconnected System	Section K
RAOP	Reserve-Adjusted Offer Price	i, u, h	OMR/MWh	Reserve-Adjusted Offer Price for Step i of the Reserve-Adjusted Offer Curve of Pool Scheduling Unit u in Trading Period h	Section K
RAQ	Reserve-Adjusted Quantity	i, u, h	MWh	Reserve-Adjusted Quantity for Step i of the Reserve-Adjusted Offer Curve of Pool Scheduling Unit u in Trading Period h	Section K
RHL	Reserve Holding Limit	u, h	MWh	Reserve Holding Limit for Pool Scheduling Unit u in Trading Period h	Section K
RHQ	Reserve Holding Quantity	u, h	MWh	Reserve Holding Quantity of Pool Scheduling Unit u in Trading Period h	Section K
RHT	Reserve Holding Threshold	b, h	MWh	Reserve Holding Threshold for Production Block b in Trading Period h	Section K
RP	Reliability Price	y	OMR/MWh	Reliability Price for Year y	Section M
RUSF	Realised Unpaid Scaling Factor	y	Decimal	Realised Unpaid Scaling Factor for Year y	Section M
RUSV	Realised Unpaid Scarcity Value	m	OMR	Realised Unpaid Scarcity Value for Month m	Section M
SMP	System Marginal Price	h	OMR/MWh	System Marginal Price in Trading Period h	Section L

Term	Name	Subscripts	Units	Description	Section
SNLC	Schedule No Load Cost	u, h	OMR	Schedule No Load Cost of Pool Scheduling Unit u in Trading Period h	Section L
SP	Scarcity Price	h	OMR/MWh	Scarcity Price in Trading Period h	Section M
SPC	Scarcity Price Coefficient	u, i, h	Decimal	Scarcity Price Coefficient corresponding to Eligible Availability Quantity i for Pool Unit u in Trading Period h	Section M
SSC	Supplemental Scarcity Credit	u, i, h	OMR	Supplemental Scarcity Credit for Eligible Availability Quantity i of Pool Unit u in Trading Period h	Section M
ST	Schedule Transition Integer	t, b, h	0 or 1	Schedule Transition Integer for Transition t of Production Block b in Trading Period h	Section L
STC	Schedule Transition Cost	b, o	OMR	Schedule Transition Cost of Production Block b in the Optimisation Horizon o	Section L
SUA	Submitted Availability	u, h	MWh	Submitted Availability of Pool Scheduling Unit u in Trading Period h	Section M
TC	Transition Cost	t, b, d	OMR	Transition Cost of Transition t of Production Block b in Trading Day d	Section K
TCFA	Transition Cost (Fuel Actual)	t, b, d	OMR	Transition Cost (Fuel Actual) of Transition t of Production Block b in Trading Day d	Section K
TCFE	Transition Cost (Fuel Economic)	t, b, d	OMR	Transition Cost (Fuel Economic) of Transition t of Production Block b in Trading Day d	Section K

Term	Name	Subscripts	Units	Description	Section
TCNF	Transition Cost (Non Fuel)	t, b, d	OMR	Transition Cost (Non Fuel) of Transition t of Production Block b in Trading Day d	Section K
TOLOD	Tolerance for Over Delivery	u, h	MWh	Tolerance for Over Delivery of Production Unit u in Trading Period h	Section L
TOLUD	Tolerance for Under Delivery	u, h	MWh	Tolerance for Under Delivery of Pool Scheduling Unit u in Trading Period h	Section L
TRUSV	Total Realised Unpaid Scarcity Value	y	OMR	Total Realised Unpaid Scarcity Value for Year y	Section M
TUSV	Total Unrealised Scarcity Value	y	OMR	Total Unrealised Scarcity Value for Year y	Section M
UDF	Under Delivery Premium Factor	none	Decimal	Under Delivery Premium Factor	Section L
UNINSTIMBC	Uninstructed Imbalance Credit	u, h	OMR	Uninstructed Imbalance Credit for Pool Scheduling Unit u in each Trading Period h	Section L
UNINSTIMBD	Uninstructed Imbalance Debit	u, h	OMR	Uninstructed Imbalance Debit for Pool Scheduling Unit u in Trading Period h	Section L
UNINSTIMBDC	Uninstructed Imbalance Daily Credit	b, d	OMR	Uninstructed Imbalance Daily Credit for Production Block b in Trading Day d	Section L
UNINSTIMBDD	Uninstructed Imbalance Daily Debit	b, d	OMR	Uninstructed Imbalance Daily Debit for Production Block b in Trading Day d	Section L
USV	Unrealised Scarcity Value	M	OMR	Unrealised Scarcity Value for Month m	Section M



## **C. ROLE OF MARKET OPERATOR AND POOL GOVERNANCE**

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## **C.1. INTRODUCTION TO THIS SECTION**

### **C.1.1. General**

C.1.1.1 This Section of the Market Rules sets out:

- (a) the role of the Market Operator and the Market Advisory Committee in respect of the governance of the Market Rules;
- (b) the role of the Market Operator in respect of the operation of the Pool;
- (c) the capacity of the Market Operator to act on behalf of the Parties;
- (d) the relationship between the Market Operator and the Power Procurer;
- (e) the Market Operator's role in reviewing the market;
- (f) the liability of the Market Operator;
- (g) provisions relating to the audit of the Market;
- (h) requirements for the provision of advice and reports to the Authority;
- (i) provisions concerning the Market Operator's costs;
- (j) certain other functions to be discharged by the Market Operator;
- (k) arrangements concerning the Market Rules Procedures and Approved Methodologies; and
- (l) provisions governing certain decisions to be made and matters determined by the Authority.

### **C.1.2. Annexes to this Section**

C.1.2.1 This Section refers to no Annexes.

### **C.1.3. Approved Methodologies and MRPs**

C.1.3.1 This Section refers to no Approved Methodologies, but lists the Approved Methodologies referred to in other Sections.

C.1.3.2 This Section refers to no MRPs, but lists the MRPs referred to in other Sections.

## **C.2. ROLE OF MARKET OPERATOR**

### **C.2.1. Powers, functions and duties - general**

C.2.1.1 The principal role of the Market Operator is to implement or secure the implementation of the Market Rules and the operation of the Pool.

C.2.1.2 The Market Operator shall have the powers, functions and responsibilities set out in or assigned to it in accordance with the



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Market Rules, and shall not (in the capacity of Market Operator) undertake any business or activity other than as provided for in the OPWP Licence or the Market Rules.

C.2.1.3 Subject to the further provisions of this Section C, the Market Operator (in that capacity) may do anything necessary for or reasonably incidental to the discharge of the functions and responsibilities assigned to it in, or by the Authority in connection with, the Market Rules.

C.2.1.4 The Market Operator shall exercise its powers and discharge its functions and responsibilities under the Market Rules with a view to the achievement of the Pool Objectives.

### **C.2.2. Powers, functions and duties - governance**

C.2.2.1 Without prejudice to Section C.2.1.2, the Market Operator has the powers, functions and responsibilities assigned to it in the Market Rules in connection with:

- (a) the admission of New Parties, and the discontinuance of Parties, in accordance with Sections D and Q;
- (b) the maintenance and modification of the Market Rules in accordance with Section G;
- (c) the establishment and modification of certain Approved Methodologies in accordance with this Section C;
- (d) the establishment and modification of Market Rules Procedures in accordance with this Section C;
- (e) the resolution of Settlement Queries and Settlement Disputes in accordance with Section P;
- (f) the monitoring and (other than as to the payment of Pool Charges) enforcement of compliance with the Market Rules in accordance with this Section C; and
- (g) the further governance of the Market Rules in accordance with this Section C.

### **C.2.3. Powers, functions and responsibilities – operation of Pool**

C.2.3.1 Without prejudice to Section C.2.1.2, the Market Operator has the powers, functions and responsibilities assigned to it in the Market Rules in connection with:

- (a) the procurement, maintenance and operation of the Market IT System in accordance with Section H;
- (b) access by other Parties to, and interface of their Party IT Systems with, the Market IT System in accordance with Section H;
- (c) the registration of Pool Units in accordance with Section E;

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- (d) the maintenance of the Market Register in accordance with Section E;
  - (e) the creation, maintenance, and provision or publication of Market Data, including in accordance with Section H;
  - (f) the receipt of Dispatch Data from the Transmission Company in accordance with Section K;
  - (g) the provision of Economic Fuel Price inputs upon which Offer Data is to be based in accordance with Section J;
  - (h) the receipt of Offer Data from Pool Participants and the use, where needed, of Default Offer Data in accordance with Section J;
  - (i) the receipt of Meter Data and determination of Metered Quantities in accordance with Section F;
  - (j) the determination of Pool Prices and Pool Charges, including the carrying out of Pool Runs, and the preparation of Settlement Statements, in accordance with Sections L, M and N;
  - (k) the invoicing of Pool Charges in accordance with Section O; and
  - (l) the processing of Settlement Queries and Settlement Disputes which have been resolved in accordance with Section P.

#### **C.2.4. Powers, functions and responsibilities – further provisions**

C.2.4.1 Without prejudice to Section C.2.1.2, the powers, functions and responsibilities of the Market Operator include:

- (a) to secure and maintain the resources required for the implementation of the Market Rules and operation of the Pool, including employing or engaging personnel and entering into and managing contracts with providers of goods and services;
- (b) to advise the Authority and keep it advised as to and in respect of the matters of which the Authority wishes to be advised in order to discharge the functions assigned to the Authority under the Market Rules;
- (c) to provide or arrange the provision of such facilities, resources and other support as may be required by the Market Advisory Committee to enable it to discharge its functions and responsibilities under the Market Rules;
- (d) to act as Secretariat for the Market Advisory Committee; and to convene and hold meetings of the Market Advisory Committee and its subcommittees, including the provision of secretarial and administrative services in connection with such meetings, and taking and circulation of minutes;
- (e) to indemnify Committee Members against liability for their acts or omissions when acting in good faith in the capacity of Committee Member (including a member of a sub-committee);

- (f) to provide and make available to Parties such facilities, services and information in connection with the implementation of the Market Rules and the operation of the Pool as the Market Rules may provide or the Authority may (in accordance with the OPWP Licence) require;
- (g) to receive, collect and hold such Data and information, and to prepare and maintain such books and records, as may be required under the Market Rules or reasonably necessary to enable the Market Operator to comply with its functions and responsibilities under the Market Rules; and to provide Data and information held by it to the Authority upon request and to other persons in accordance with any express provision of the Market Rules;
- (h) to publish by such means as may be provided for in the Market Rules or required by the Authority such Data and information as may be so provided for or required; and
- (i) to monitor whether any Generator is, or with the lapse of time or giving of notice would be, in Default (in accordance with Section Q.16), and to give to any such Generator any notice the giving of which will result in that Generator being in Default

C.2.4.2 Subject to any contrary provision of the OPWP Licence or the Market Rules, and the Pool Objectives, the Market Operator shall have discretion as to the means by which it discharges, and the manner in which it is managerially organised so as to discharge, its functions and responsibilities under the Market Rules.

C.2.4.3 In the discharge of its functions and responsibilities and the exercise of its powers, the Market Operator will comply with Applicable Law.

### **C.3. GENERAL PROVISIONS RELATING TO MARKET OPERATOR**

#### **C.3.1. Capacity of Market Operator**

C.3.1.1 Subject to Section C.3.1.2, the Market Operator shall act as principal and not as agent of any other Parties in the exercise and discharge of its powers, functions and responsibilities.

C.3.1.2 Where the Market Rules or Framework Agreement so provide, the Market Operator shall, or (if the Market Rules so provides) may, act as agent for and on behalf of Parties or particular Parties.

C.3.1.3 Except as provided by the Market Rules (including Sections C.3.1.2 and O.3.3.2) or the Framework Agreement, the Market Operator shall not, and is not authorised to, enter into any commitment or incur any liability as agent for or in the name of any Party.

C.3.1.4 For the avoidance of doubt the Market Operator (in that capacity):

- (a) is not a Pool Participant;
- (b) does not on its own account, or on behalf of any Party, Trade Output in the Pool or pay or receive Pool Charges, and

- (c) has no entitlement from or liability to any Party in respect of such Trading or payment or receipt of Pool Charges.

C.3.1.5 The Market Operator owns and holds the assets and resources employed in carrying out its functions as Market Operator as its own property in its own name and right, and, subject to the provisions of Section Q.20, nothing in the Market Rules shall be taken as creating or implying any beneficial or other rights of any other Party in respect of such property.

### **C.3.2. Separation of Market Operator and Power Procurer**

C.3.2.1 Except as expressly provided in the Market Rules (including Section C.3.2.2), and without prejudice to the requirements of OPWP Licence, nothing in the Market Rules shall be taken as requiring or creating:

- (a) any organisational, accounting, management, data, resource or other separation by OPWP in respect of its functions as Power Procurer and as Market Operator;
- (b) any restriction of the activities or responsibilities (in connection with the roles of the Market Operator and Power Procurer respectively) of any officer, employee or agent of OPWP;
- (c) any duties of confidentiality as between the Power Procurer and the Market Operator;

and it is acknowledged that such matters are exclusively within the remit of the OPWP Licence.

C.3.2.2 For the purposes of giving effect to the Market Rules notwithstanding that the Market Operator and the Power Procurer are the same person:

- (a) OPWP shall maintain separate records of its activities as Market Operator and Power Procurer respectively, sufficient to identify their respective actions, communications, costs and transactions under the Market Rules;
- (b) OPWP shall hold separate Party IDs in the Market IT Systems as Power Procurer and Market Operator respectively;
- (c) any communication to be given under the Market Rules by or to OPWP will specify whether it is given by or to the Market Operator or the Power Procurer; and
- (d) any such communication to be given by the Market Operator or the Power Procurer to the other will be sent and received (and recorded as such) using their respective Party IDs.

### **C.3.3. Market Operator Costs**

C.3.3.1 OPWP will determine the Market Operator Costs (including the allocation of overhead and other common costs and expenses between its functions as Market Operator and Power Procurer

respectively) in accordance with the OPWP Licence or any cost allocation basis approved by the Authority.

- C.3.3.2 The Market Operator Costs are charged to the account of the Power Procurer, subject to and in accordance with the OPWP Licence and/or a charging basis approved by the Authority; and no other Party shall be liable to the Market Operator to bear or reimburse any of the Market Operator Costs.

#### **C.3.4. Liability of Market Operator**

- C.3.4.1 Except as expressly provided in the Market Rules (including Section Q.3.1.4), OPWP shall not be liable in damages or have any other financial liability to any Party in respect of anything done or not done in its capacity as Market Operator under the Market Rules, including any failure to comply with its obligations as Market Operator; and each Party hereby irrevocably and unconditionally waives and shall indemnify the Market Operator in respect of all and any such liability.

- C.3.4.2 Section C.3.4.1 does not apply:

- (a) in respect of any failure by the Market Operator to comply with the Market Rules which constitutes Wilful Misconduct or Gross Negligence or in the case of fraud on the part of the Market Operator; or
- (b) in respect of any provision of the Market Rules which is expressed to apply to OPWP as a Party without regard to its separate capacities of Market Operator and Power Procurer, but without prejudice to the limitations of liability in Section Q.3.1.

- C.3.4.3 Section C.3.4.1 does not prevent a Party from seeking to enforce performance by the Market Operator of its obligations under the Market Rules, including by injunction or specific performance or by complaint to the Authority.

- C.3.4.4 Section C.3.4.1 shall not affect any right or remedy which a Party may have in law in consequence of a breach by OPWP of any duty under the OPWP Licence or the Sector Law.

#### **C.3.5. Support in connection with Market Rules**

- C.3.5.1 The Market Operator shall (by telephone, email and/or via the Market Website) provide reasonable support and assistance to Parties and Prospective Parties in understanding the Market Rules and resolving questions (not being Settlement Queries or Settlement Disputes, which are addressed in Section P) about the application and implementation of the Market Rules.

- C.3.5.2 The Market Operator shall act in good faith and with reasonable diligence in providing such support and assistance; but:

- (a) the Market Operator is not empowered to vary or modify, or waive compliance with, the Market Rules; and

- (b) no Party may rely on anything done or said by the Market Operator as a basis for asserting any such variation, modification or waiver, or as a defence or excuse for any failure by the Party to comply with the Market Rules.

#### C.4. MARKET RULES GOVERNANCE

##### C.4.1. Market Audit

- C.4.1.1 The Market Operator shall appoint a person (and may from time to time change the person appointed) to carry out an audit (**Market Audit**) in respect of the operation of the Market Rules in each Year (**Audit Year**) in accordance with this Section C.
- C.4.1.2 The person appointed to carry out the Market Audit shall be a firm, company or other organisation approved by the Authority as having suitable qualifications including:
  - (a) reputable and internationally recognised;
  - (b) represented for the purposes of the Market Audit by an individual:
    - (i) having the status of partner or similar in a business of international standing; and
    - (ii) having no less than ten years' expertise and experience of traded electricity markets; and
  - (c) independent from all Parties or complying with such procedures to ensure the integrity of the Market Audit as may be required by the Authority.
- C.4.1.3 The purpose of the Market Audit is to provide assurance to Pool Participants that the provisions of the Market Rules in relation to Settlement have been complied with in the Audit Year.
- C.4.1.4 The scope of the Market Audit shall be, subject to Section C.4.1.5:
  - (a) the submission to and receipt and validation by the Market Operator of Offer Data, Dispatch Data and Meter Data;
  - (b) the obtaining by the Market Operator of other Data used in Settlement;
  - (c) the processes applied to such Data in accordance with the Market Rules;
  - (d) the calculations made and other steps taken by the Market Operator for the purposes of Settlement;
  - (e) the production and sending of Settlement Statements;
  - (f) any other matters relating to Settlement, not being excluded under Section C.4.1.5, which the Market Operator considers should be included or the Authority directs the Market Operator to include in the audit.

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C.4.1.5 The scope of the Market Audit shall not include:

- (a) the creation by Pool Participants of Offer Data;
- (b) the implementation of or compliance with the Grid Code (apart from Pool Metering Requirements), including without limitation the Dispatch decisions of the Transmission Company;
- (c) the operation or outputs of the Market Scheduling Software and any decisions made by the Market Operator in connection with any Market Scheduling Software;
- (d) compliance with provisions of the Market Rules which are not directly related to Settlement;
- (e) the resolution of Disputes (including Settlement Disputes); but the Market Audit shall extend to the implementation (by Additional Settlement Runs or otherwise) of the agreement reached or determination made in respect of a Settlement Dispute;
- (f) the Modifications Process, except as provided in Section C.4.1.6, or the creation or amendment of any Approved Methodology;
- (g) the terms or performance of any Power Contract, except as provided in Section C.4.1.6;
- (h) compliance by any Party with any condition of a Licence or Exemption, including without limitation any Market Behaviour Condition;
- (i) the payment of Pool Invoices;
- (j) the determination of Market Operator Costs.

C.4.1.6 Without limitation of Section C.4.1.4, but subject to Section C.4.1.5, the following matters shall be covered by the Market Audit:

- (a) the implementation of Modifications so far as affecting Settlement;
- (b) compliance by Parties with Approved Methodologies;
- (c) compliance with Pool Metering Requirements, including such requirements under the Grid Code and Data Aggregation Rules;
- (d) compliance with Offer Derivation From Contract Terms Approaches;
- (e) compliance with the decisions of the Authority contemplated by the Market Rules in connection with Settlement, including without limitation the use in Settlement of parameters and documents determined by the Authority;
- (f) the maintenance of the Market Register;
- (g) the operation of the Market IT System;
- (h) the operation of Party IT Systems so far as related to the submission of Data to the Market Operator;

- (i) the processes and procedures of the Market Operator, Power Procurer and Transmission Company in connection with the matters which are within the scope of the Market Audit.

C.4.1.7 Each Party shall provide reasonable cooperation to the Market Auditor (including the provision of information reasonably requested) in connection with the Market Audit.

C.4.1.8 The Market Operator shall:

- (a) prepare, and may from time to time revise, terms of reference for the Market Auditor;
- (b) consult with the Market Advisory Committee in the preparation or revision of such terms of reference;
- (c) provide the terms of reference in draft to the Authority and each Party, not less than 30 Business Days before finalising such terms of reference, and take reasonable account of any comments received from any such person when finalising the terms of reference.

C.4.1.9 The terms of reference for the Market Audit:

- (a) shall include terms as to confidentiality of information provided to the Market Auditor;
- (b) shall require the Market Auditor to address its report to all Pool Participants and the Market Operator and the Authority;
- (c) shall require the Market Auditor to include in its report any recommendations for change to the processes or systems used by the Market Operator or the Transmission Company or the Power Procurer in implementation of the Market Rules for Settlement;
- (d) shall require the Market Auditor to provide its report to all Parties, not later than 4 Months after the Audit Year, and to send a copy of its report to the Authority;
- (e) may permit the Market Auditor to exclude from its report provided to all Parties information which relates to a particular Generator, provided that such information shall not be excluded from the report provided to the Market Operator and to the Authority.

C.4.1.10 Where the report of the Market Auditor includes any recommendation in accordance with Section C.4.1.9(c), the Market Operator shall discuss such recommendation with the Market Advisory Committee and the Authority and (in the case of a recommendation relating to either such Party) with the Transmission Company or the Power Procurer.

C.4.1.11 Nothing contained in the report of the Market Auditor shall be conclusive evidence of any breach of the Market Rules or shall of itself give rise to any obligation or liability of a Party (but without prejudice to the resolution of any Dispute which a Party may raise based on such report).



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### **C.4.2. Monitoring and reporting to the Authority**

- C.4.2.1 If at any time or from time to time requested by the Authority, the Market Operator shall:
- (a) collect and provide to the Authority all such Market Information in relation to the Pool as the Authority may specify; and
  - (b) undertake and provide to the Authority such analysis of such Market Information as the Authority may so request.
- C.4.2.2 A request by the Authority for the purposes of Section C.4.2.1 may be made:
- (a) on a particular occasion or on a standing basis; and
  - (b) without limitation, in connection with the determination by the Authority of any parameter values or other documents as referred to in Section C.7.4 or any other decision of the Authority as referred to in Section C.7.1.
- C.4.2.3 For the purposes of this Section C.4.2, **Market Information** is information which is or is to be provided to the Market Operator by or on behalf of any Party in accordance with the Market Rules, or is derived from any such information in accordance with the Market Rules or is otherwise produced or created in accordance with the Market Rules (and includes Market Data).
- C.4.2.4 Where the Market Operator receives a request from the Authority for the purposes of Section C.4.2.1, the Market Operator will so notify all Parties, unless the Authority has requested the Market Operator to notify only the Party to whom such information relates, or not to notify any Party, in which case the Market Operator will comply with the Authority's request.

### **C.4.3. Market Behaviour**

- C.4.3.1 A request by the Authority under Section C.4.2 may (without limitation) be made in connection with the Market Behaviour Condition of the Generation Licence or Exemption held by a particular Generator, or all Generators.
- C.4.3.2 If the Authority requests the Market Operator to express an opinion to the Authority in respect of any matter which is the subject of a Market Behaviour Condition:
- (a) the Market Operator is free to do so;
  - (b) the Market Operator owes no duty to any Generator and shall have no liability to any Generator in respect of such opinion; and
  - (c) the Market Operator shall not be required to disclose its opinion to a Generator unless directed to by the Authority.

C.4.3.3 The Market Operator may provide assistance to the Authority in preparing or revising any principles or guidance in accordance with a Market Behaviour Condition.

#### **C.4.4. Market Review**

C.4.4.1 The Market Operator shall carry out:

- (a) periodic reviews of the Market Rules and of their implementation and the operation of the Pool;
- (b) upon the request of the Authority, a review of any particular aspect (as specified by the Authority) of the Market Rules or their implementation or operation of the Pool; and
- (c) upon the request of the Authority, a review of the Market Rules or their implementation and the operation of the Pool in connection with any Market Liberalisation proposed or under consideration in accordance with the Sector Law,

in each case, in order to evaluate whether the Market Rules (or such aspect of the Market Rules) continues to facilitate achievement of the Pool Objectives and in an effective way and in the case of any such Market Liberalisation whether the Market Rules would continue to do so if that Market Liberalisation were to be implemented (each a **Market Review**).

C.4.4.2 Market Reviews under Section C.4.4.1(a) shall take place at least once every twenty-four (24) months and not more often than once every twelve (12) months.

C.4.4.3 The Market Operator shall notify all Parties and the Authority of the start of each Market Review, and shall endeavour to complete each review within a period of three (3) months, or such other period as the Authority may specify in a case under Section C.4.4.1(b) or Section C.4.4.1(c).

C.4.4.4 In order to assist the Market Operator to carry out any Market Review, the Transmission Company or the Power Procurer shall, at the Market Operator's request, provide to the Market Operator an assessment of the effect of the Market Rules (or any aspect of the Market Rules specified by the Market Operator) on compliance with:

- (a) in the case of the Transmission Company, the Transmission Licence and implementation of the Grid Code;
- (b) in the case of the Power Procurer, the conditions of OPWP Licence relating to the Power Procurer.

C.4.4.5 Upon completion of each Market Review, the Market Operator shall:

- (a) prepare a report in respect of the review and its conclusions;

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- (b) include in its report recommendations in respect of any Modifications which it considers should be made to facilitate better achievement of the Pool Objectives;
  - (c) in the case of a Market Review under Section C.4.4.1(c), include in its report recommendations in respect of any Modifications which it considers should be made to facilitate better achievement of the Pool Objectives if the Market Liberalisation were to be implemented;
  - (d) include in its report recommendations in respect of any Modification, or modification of the Grid Code, which it considers should be made to facilitate coordination and compatibility between the Market Rules and the Grid Code;
  - (e) provide a copy of such report to the Authority; and
  - (f) subject to Section C.4.4.6, provide a copy of such report to each Party and place a copy of the report on the Market Website.
- C.4.4.6 In a case under Section C.4.4.1(b) or Section C.4.4.1(c), if the Authority so requests or approves, the version of the report which is provided to Parties and placed on the Market Website shall be amended so as to exclude such material, relating to particular Parties or persons, as the Authority shall so request or approve.
- C.4.4.7 In addition to the foregoing, the Market Operator shall keep under review whether any possible Modification of the Market Rules from time to time would better facilitate the Pool Objectives, and shall make a Modification Proposal in respect of any particular such Modification which in the Market Operator's opinion would do so.

#### **C.4.5. Annual Market Report**

- C.4.5.1 The Market Operator shall, no later than 3 Months after each Year, prepare and place on the Market Website a report (**Annual Market Report**) on the implementation of the Market Rules and the operation of the Pool in that Year.
- C.4.5.2 The Annual Market Report shall contain:
- (a) an overview of the functioning of the Pool in the Year;
  - (b) a summary of key Market Data for the Year including a summary analysis of energy and scarcity prices;
  - (c) details of Generators which have become or ceased to be Parties in the Year;
  - (d) details of the Suspension, Exclusion, Withdrawal or Termination of or in relation to any Generators in the Year, save to the extent that the Authority has, pursuant to Section Q.14.1.8, determined that the same should not be published;
  - (e) details of Production Facilities which have been Registered or Deregistered in the Year, or material changes in the Year to any Registered Production Facilities;

- (f) Modifications proposed and rejected or approved;
- (g) changes made and approved to Approved Methodologies in the Year;
- (h) details of the decisions (as referred to in Section C.7) made by the Authority in the Year;
- (i) a summary of the business of the Market Advisory Committee and its subcommittees in the Year;
- (j) a summary and commentary in respect of material Settlement Disputes raised or processed in the Year;
- (k) a report on the functioning (and any material failures in the functioning) of, and a description of material changes in the Year to, the Market IT System;
- (l) any comments on the functioning of, and a description of material changes in the Year to, the Market Scheduling Software;
- (m) a statement of Market Operator Costs and supporting commentary;
- (n) a summary of any Defaults (including details as to the consequences thereof); and
- (o) such other matters as the Market Operator considers likely to be of interest to Parties, Prospective Parties, or the public in connection with the Market Rules and the Pool, or as the Authority directs to be included in the report.

## **C.5. MARKET ADVISORY COMMITTEE**

### **C.5.1. *Establishment and functions of the Market Advisory Committee***

C.5.1.1 There shall be a committee established for the purposes provided in the Market Rules.

C.5.1.2 The functions of the Market Advisory Committee are:

- (a) those given to it in Section G in relation to Modifications;
- (b) to act (through a sub-committee established as provided in Section P) as Dispute Review Committee in connection with a Settlement Dispute for the purposes set out in Section P;
- (c) to provide such advice or opinions as the Market Operator may (in its discretion) request in connection with any decision or action which the Market Operator proposes to take in accordance with the Market Rules.

C.5.1.3 The Market Advisory Committee (and any sub-committee) has no power to make any decision binding on, or otherwise to bind, any Party.

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C.5.1.4 The Market Operator shall act as Secretariat to the Market Advisory Committee (and any sub-committee), including making available an individual to act as secretary to any Committee Meeting.

**C.5.2. Constitution of the Market Advisory Committee**

C.5.2.1 The Market Advisory Committee shall consist of:

- (a) one member appointed by the Market Operator, who shall act as chair of the Market Advisory Committee;
- (b) one member appointed by the Authority as an observer;
- (c) one member appointed by the Transmission Company;
- (d) three members appointed by the Generators; and
- (e) one member appointed by the Power Procurer.

C.5.2.2 Committee Members to be appointed by Generators shall be appointed, removed and replaced in accordance with a procedure established by the Market Operator in consultation with Generators and approved by the Authority. Such procedure may provide for such Committee Members to be appointed by different classes of Generator specified in the procedure.

C.5.2.3 Committee Members appointed by Parties (other than the Market Operator) are expected and entitled to represent the interests of their Appointing Person(s).

C.5.2.4 In accordance with Section C.5.2.3 a Committee Member appointed by Generators is to represent the interests of the Generators collectively (or where applicable the appointing class of Generator) and not the interests of the particular Generator or other person by which such Committee Member is employed or engaged.

C.5.2.5 The Appointing Person(s) shall not appoint a person as a Committee Member:

- (a) unless such person has confirmed that he or she is willing to act;
- (b) unless (in the opinion of the Appointing Person(s) such person is reasonably qualified to participate in the business of the Market Advisory Committee;
- (c) if the person could (at the time of appointment) be removed under Section C.5.3.4 (C.5.3.4(c)), (C.5.3.4(d)) or (C.5.3.4(e));
- (d) unless the person satisfies such criteria if any as the Authority may prescribe for the purposes of this Section C.5.

C.5.2.6 The Appointing Person(s) who are Parties shall use reasonable endeavours to ensure that at all times it or they have appointed Committee Members in the numbers specified in Section C.5.2.1).

C.5.2.7 Each Party by whom a person appointed as Committee Member is employed or otherwise engaged shall:

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- (a) use reasonable endeavours to ensure that the Committee Member attends meetings of the Market Advisory Committee and participates in the business of the Market Advisory Committee in accordance with the Market Rules;
  - (b) authorise such person to perform its functions as Committee Member, and release such person from any obligation which may conflict with such functions (and confirm in writing such authorisation and release to the Market Operator);
  - (c) instruct (and confirm in writing to the Market Operator that it has instructed) such person to keep in confidence, and not disclose to any person (including such Party) or use other than in connection with the Dispute Review Procedure, any information of a confidential nature which such person obtains as a member of a Dispute Review Committee under Section P.5.

C.5.2.8 In carrying out their functions under the Market Rules, Committee Members are to have regard to the Pool Objectives.

### **C.5.3. Appointment and removal of Committee Members**

- C.5.3.1 Committee Members are appointed without any fixed term or requirement for retirement. Subject to Section C.5.3.3 it is a matter for the Appointing Person(s) when and whether a Committee Member should retire or be removed or replaced.
- C.5.3.2 The appointment, removal or replacement of a Committee Member shall be made by not less than 7 Business Days notice by the Appointing Person(s) to the Secretariat, to take effect from the date of the next Committee Meeting or such later date as the Appointing Person(s) may specify.
- C.5.3.3 A person may, in the circumstances in Section C.5.3.4, be removed as a Committee Member:
  - (a) by a decision of the Market Advisory Committee (other than the Committee Member in question), unless the Authority directs otherwise, or
  - (b) by the Market Operator on the direction of the Authority.
- C.5.3.4 The circumstances are that such person:
  - (a) ceases to be in a position to represent the Appointing Person(s) by whom he or she was appointed;
  - (b) is or becomes of unsound mind or is, or otherwise becomes incapable of, performing the functions of a Committee Member;
  - (c) has been, or is, in the reasonable opinion of the other members of the Market Advisory Committee, engaged in conduct which is inconsistent with or detrimental to being a Committee Member;
  - (d) ceases to or does not satisfy any criteria as the Authority may prescribe as provided in Section C.5.2.5(d); or

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- (e) persistently fails to discharge the obligations of a Committee Member.
  - C.5.3.5 A Committee Member wishing to resign or retire shall secure his or her removal by its Appointing Person(s) in accordance with Section C.5.3.2.
  - C.5.3.6 The Secretariat shall convey to all Committee Members and publish on the Market Website each notice or decision of the Market Advisory Committee appointing, removing or replacing a Committee Member.
  - C.5.3.7 A Committee Member may by prior written notice to the Secretariat nominate an alternate (being a person who would be eligible for appointment as a Committee Member in accordance with Section C.5.2.5) to attend any Committee Meeting(s) in his or her place.

#### **C.5.4. *Proceedings of the Market Advisory Committee***

- C.5.4.1 A Committee Meeting shall be held at least once every 3 month(s).
- C.5.4.2 The Market Operator (through the Secretariat) may convene Committee Meetings more frequently where it considers appropriate.
- C.5.4.3 A meeting of the Market Advisory Committee shall only be quorate and validly take place in accordance with these Market Rules where:
  - (a) the Committee Member appointed by the Market Operator (being the chairperson), and at least four other Committee Members, are in attendance, of whom at least two are Committee Members appointed by Generators; and
  - (b) a representative of the Market Operator as Secretariat is present.
- C.5.4.4 A Committee Meeting may be held by telephone conference call or with Committee Members participating by telephone conference call, subject to such reasonable procedural requirements as the chairperson of the meeting shall decide (and Committee Members participating in such conference call shall be counted as in attendance for the purposes of Section C.5.4.3).
- C.5.4.5 The Secretariat shall set the date of each Committee Meeting and, where possible, shall notify such date to Committee Members and publish such date on the Market Website at least 10 Business Days in advance.
- C.5.4.6 The Secretariat shall circulate to Committee Members the agenda and any supporting papers for each Committee Meeting at least 5 Business Days in advance of the meeting, except where in the opinion of the Market Operator urgent circumstances justify later circulation.
- C.5.4.7 If a Committee Member is unable to attend a Committee Meeting, his or her nominated alternate may take his or her place of that

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member in that Committee Meeting and vote at that meeting (and shall be counted for the purposes of Section C.5.4.3).

- C.5.4.8 The Market Operator may invite any person who is not a Committee Member (including a representative of any Party) to attend and speak at a Committee Meeting.
- C.5.4.9 Representatives of the Market Operator (in addition to the Committee Member appointed by the Market Operator) may attend any Committee Meeting without restriction.
- C.5.4.10 The Market Advisory Committee may decide to establish a sub-committee for the purpose of discharging any of its functions. The constitution and proceedings of the sub-committee shall be decided by the Market Advisory Committee. Unless otherwise decided by the Market Advisory Committee, the provisions of this Section C.5.4 shall apply to a subcommittee.
- C.5.4.11 The Secretariat shall provide each Committee Member with a copy of the minutes of each Committee Meeting within seven (7) Business Days after the end of the meeting. A Committee Member may notify the Secretariat within five (5) Business Days after receipt of such minutes specifying any objections and corrections to the minutes. A failure to give notice specifying objections and corrections to such minutes within such five (5) Business Day period shall be deemed to be approval of such minutes. The Secretariat shall provide each Party with a copy of the finalised minutes within fifteen (15) Business Days after the end of the meeting. In any event, the record of votes made under Section C.5.5 shall take precedence over the minutes described above.

#### **C.5.5. Market Advisory Committee decisions**

- C.5.5.1 Any decision (including a procedural decision) of the Market Advisory Committee in a Committee Meeting shall be made by consensus of the Voting Members present at the Committee Meeting. If any Voting Member objects to a decision, a consensus is not achieved and no decision is taken.
- C.5.5.2 The Secretariat shall make a record of any decisions taken at a Committee Meeting. Each Committee Member present shall sign and be provided with a copy of such record at the end of such meeting. Such signed record shall be considered the final record of the decisions of the Market Advisory Committee.
- C.5.5.3 To the extent that the business of the Market Advisory Committee involves advising or providing opinions to the Market Operator on any matter, the Market Operator need not seek a decision of the Market Advisory Committee on such matter.

#### **C.5.6. Secretariat**

- C.5.6.1 The Market Operator as Secretariat shall arrange and provide the facilities required for Committee Meetings and otherwise to support the business of the Market Advisory Committee, including a venue



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for holding each Committee Meeting and the preparation and circulation of papers for each Committee Meeting.

- C.5.6.2 The representative of the Secretariat which acts as secretary to a Committee Meeting shall not be the Committee Member appointed by the Market Operator.

#### **C.5.7. Costs and expenses**

- C.5.7.1 The costs and expenses of the Secretariat are Market Operator Costs.
- C.5.7.2 Costs and expenses incurred by Committee Members or by a Party in connection with the Committee Meetings or the business of the Market Advisory Committee shall be borne by the Appointing Person(s) or such Party and will not be reimbursed by the Market Operator.
- C.5.7.3 Committee Members are not entitled to any remuneration in that capacity (nor any compensation on removal).

### **C.6. MARKET RULES PROCEDURES**

#### **C.6.1. General**

- C.6.1.1 **Market Rules Procedures** are procedures established by the Market Operator for the implementation of the Market Rules.
- C.6.1.2 Each Market Rules Procedure is identified (as 'MRP-X') by reference to the Section (X) of the Market Rules to which it principally relates.
- C.6.1.3 The Market Rules Procedures shall have binding effect for the purposes of the Market Rules, and each Party shall comply with the Market Rules Procedures to the extent such Market Rules Procedures are applicable to such Party.
- C.6.1.4 A Market Rules Procedure applies (in accordance with its terms) whether or not it is expressly referred to in any particular provision of the Market Rules.
- C.6.1.5 The Market Rules Procedures are as follows:
- (a) MRP-E: Registration process; and
  - (b) MRP-H: Data, systems and communications processes.

#### **C.6.2. Governance of Market Rules Procedures**

- C.6.2.1 Subject to and in accordance with this Section C.6, the Market Operator may modify existing Market Rules Procedures or create additional Market Rules Procedures. Doing so shall not, in itself, require a Modification.
- C.6.2.2 The Market Operator may only modify existing Market Rules Procedures or create additional Market Rules Procedures if:

- (a) the modified or additional Market Rules Procedures are consistent with, and do not impair, frustrate or invalidate, the provisions of the Market Rules or the Pool Objectives; and
  - (b) the modification or addition does not impose new obligations or restrictions of a material nature on Parties (or classes thereof) which are not authorised or envisaged by, or subsidiary to, the rights and obligations of the Parties under the Market Rules.
- C.6.2.3 The Market Operator shall, prior to modifying or creating additional Market Rules Procedures, consult with other Parties in such manner as it considers appropriate, in the light of the complexity, importance and urgency of the proposed change and shall have regard to any representations made and not withdrawn during such consultation.
- C.6.2.4 Where a modification to existing Market Rules Procedures or the creation of any new Market Rules Procedures is approved by the Authority as part of a Market Rules Modification in accordance with Section G, Sections C.6.2.2 and C.6.2.3 do not apply.
- C.6.2.5 The Market Operator shall notify each Party and the Authority promptly of any modification to existing Market Rules Procedures or the creation of any new Market Rules Procedures.
- C.6.2.6 A modification to or the addition of Market Rules Procedures in accordance with this Section C.6.2 shall take effect on the date specified by the Market Operator, which shall not be less than 30 days after the date of the Market Operator's notification under Section C.6.2.5 unless the Authority approves an earlier effective date.
- C.6.2.7 The Market Operator with the assistance of the Market Advisory Committee shall keep under review the Market Rules Procedures with a view to ensuring that they (together with the Market Rules) continue to enable implementation of the Market Rules consistent with the Pool Objectives.

## **C.7. FURTHER GOVERNANCE OF THE POOL**

### **C.7.1. *Matters to be decided by the Authority***

- C.7.1.1 The Market Rules refer to and operate by reference to certain matters which are to be decided by the Authority, including:
- (a) questions which are to be referred to the Authority;
  - (b) Approved Methodologies;
  - (c) certain parameter values for use in Settlement;
  - (d) certain other documents for use in connection with Settlement; and
  - (e) other directions, approvals or other decisions which may be given or made by the Authority under the Market Rules.

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- C.7.1.2 This Section C.7 makes provision in connection with certain of those matters and the functions of the Authority in connection with them. This Section C.7 does not specify those matters and functions exhaustively.
- C.7.1.3 The Parties agree and acknowledge that the Authority has the functions referred to in the Market Rules, including:
- (a) deciding questions which are referred to the Authority;
  - (b) the approval of Approved Methodologies;
  - (c) the determination of parameter values as referred to in Section C.7.4;
  - (d) the establishment of documents as referred to in Section C.7.4; and
  - (e) the giving or making (or not giving or making) of any other direction, approval or decision as contemplated by the Market Rules.
- C.7.1.4 The Parties agree to be bound in accordance with and for the purposes of the Market Rules by the decisions of the Authority in respect of such matters.
- C.7.1.5 This Section C.7 does not address decisions of the Authority in respect of Modifications.
- C.7.1.6 This Section C.7 is without prejudice to any function or decision of the Authority in accordance with the Sector Law or any Licence.
- C.7.1.7 Without prejudice to any provision of the Sector Law or any Licence, the Authority has no functions under the Market Rules which are not expressly provided for or referred to in the Market Rules; and the operation of the Market Rules shall not be affected by a decision of the Authority other than in accordance with such a function.

### **C.7.2. Questions decided by the Authority**

- C.7.2.1 Where under the Market Rules a question is to be decided by the Authority:
- (a) the Market Operator shall, as soon as practicable after the question arises and it is clear that the question will not be settled by discussion or further discussion between the Market Operator and other Party or Parties concerned, refer the question to the Authority by notice in writing copied to each other Party concerned, together with details of the matter in question and the discussions which have taken place;
  - (b) the Market Operator and each other Party concerned shall provide to the Authority such information as the Authority may request in connection with the question; and
  - (c) the Market Operator will promptly notify the Authority's decision to each other Party concerned.

C.7.2.2 The Market Operator and each other Party concerned shall take such actions as are necessary to give effect to the Authority's decision promptly upon such decision being notified to the Parties.

### **C.7.3. Approved Methodologies**

C.7.3.1 For the purposes of the Market Rules, an **Approved Methodology** is a methodology (for doing anything required or permitted by the Market Rules) prepared by the Market Operator or the Power Procurer or Transmission Company and approved by the Authority.

C.7.3.2 An Approved Methodology may not be amended except with the approval, or on the direction, of the Authority or as expressly permitted by the Approved Methodology.

C.7.3.3 The only Party which may amend an Approved Methodology is the Party which prepared it (and in particular an Approved Methodology may not be the subject of a Modification Proposal). The Authority may direct the Party that prepared an Approved Methodology to amend the same, on terms specified in the direction and that Party shall so amend the Approved Methodology.

C.7.3.4 In connection with any Modification Proposal, the Party which prepared an Approved Methodology may, and if and when requested by the Market Operator or Authority shall, provide to the Market Operator an opinion as to whether any modification of the Approved Methodology would be appropriate if the proposed Modification were made, and if so, what modification.

C.7.3.5 In preparing, or proposing any modification to, an Approved Methodology the relevant Party shall consult with other Parties to the extent it considers appropriate or as the Authority may direct.

C.7.3.6 An Approved Methodology shall continue in force until amended or replaced by a revised version, approved by the Authority. An amendment or replacement of an Approved Methodology shall not, of itself, require a Modification.

C.7.3.7 The version of an Approved Methodology applicable for the purposes of the Market Rules at any time shall be the version approved by the Authority with effect most recently before that time.

C.7.3.8 For the purposes of any Settlement Run (including an Additional Settlement Run) in relation to a Trading Day or Month, the applicable version of an Approved Methodology shall be the version applicable (in accordance with Section C.7.3.7) when that Trading Day or Month starts.

C.7.3.9 The Market Operator shall publish the prevailing version of each Approved Methodology on the Market Website.

C.7.3.10 An Approved Methodology may establish obligations:

- (a) for the Party which prepared the Approved Methodology; or
- (b) for any other Party or class of Party

and each Party shall comply with the obligations established for it under an Approved Methodology.

C.7.3.11 Approved Methodologies include the following:

<b>Methodology</b>	<b>Section reference</b>	<b>Party to prepare Methodology</b>
Demand Side Arrangements Methodology	Section E.2.5	Power Procurer
Must Run Methodology	Section E.2.7	Market Operator
Availability Certification Methodology	Section E.2.12	Power Procurer
Economic Fuel Price Calculation Methodology	Section J.3.2	Market Operator
Offer Derivation From Contract Terms Principles	Section J.3.4	Power Procurer
Forecast Pool Demand Methodology	Section K.2.1	Market Operator
Demand Shedding Volume Methodology	Section K.2.1	Transmission Company
Curtailed Quantity Methodology	Section K.2.3	Transmission Company
Reserve Holding Adjustment Methodology	Section K.2.8	Market Operator
Administered Pricing Methodology	Section L.2.5	Market Operator
Scarcity Factor Table Methodology	Section M.2.2	Market Operator
Monthly Scarcity Credit Cap Methodology	Section M.5.4	Market Operator

#### **C.7.4. Parameter values and other documents**

C.7.4.1 The parameter values which are to be determined and the documents which are to be established by the Authority for the purposes of the Market Rules are the following:

<b>Parameter/document</b>	<b>Parameter or document</b>	<b>Section reference</b>
Pool Price Cap and Pool Price Floor	Parameter	Section I.4.1
Tolerances for Over Delivery	Parameters	Section L.5.1
Tolerances for Under Delivery	Parameters	Section L.5.1
Over Delivery Discount Factor	Parameter	Section L.5.1
Under Delivery Premium Factor	Parameter	Section L.5.1
Annual Scarcity Credit Cap and Reliability Price guidance	Document	Section M
Reliability Price	Parameter	Section M.2.1
Annual Scarcity Credit Cap	Parameter	Section M.5.4

- C.7.4.2 For the avoidance of doubt the parameter values and documents referred to in this Section may only be amended by the Authority (and in particular they may not be the subject of a Modification).
- C.7.4.3 A parameter value or document determined or established by the Authority shall continue in force until amended or replaced by a revised value or document approved by the Authority.
- C.7.4.4 The parameter value or version of a document applicable for the purposes of the Market Rules at any time shall be the value or version determined or established by the Authority with effect most recently before that time.

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## **D. PARTIES AND PARTICIPATION**

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## **D.1. INTRODUCTION TO THIS SECTION**

### ***D.1.1. General***

D.1.1.1 This Section of the Market Rules sets out:

- (a) the Parties to the Market Rules Document;
- (b) a high-level summary of the roles undertaken by Pool Participants, the Market Operator and the Transmission Company as Parties to the Market Rules Document by reference to the principal other Sections that specify those roles; and
- (c) the entry process for new Generators.

### ***D.1.2. Key functions of Parties in this Section***

D.1.2.1 In this Section:

- (a) the Market Operator administers the process for a new Generator to apply to and become Party to the Market Rules Document by entering into the Accession Agreement; and
- (b) a New Generator who becomes Party to the Market Rules Document has obligations which must be satisfied before its Production Facilities may Participate in the Pool, failure to satisfy which can lead to termination of the New Generator as a Party.

### ***D.1.3. Annexes to this Section***

D.1.3.1 This Section refers to the following Annex:

- (a) Annex D-1: Accession Agreement; and
- (b) Annex D-2: Application form for Accession to the Framework Agreement.

### ***D.1.4. Approved Methodologies and MRPs***

D.1.4.1 This Section refers to no Approved Methodologies.

D.1.4.2 This Section refers to no MRPs.

## **D.2. PARTIES**

### ***D.2.1. Parties***

D.2.1.1 The Parties are:

- (a) the Power Procurer;
- (b) Generators;
- (c) the Market Operator; and
- (d) the Transmission Company.

D.2.1.2 No person (not being an Original Party) other than a Generator or a person who intends to be a Generator may become a Party.

**D.2.2. Roles of Parties – Pool Participants**

D.2.2.1 Each Generator engages in the Pool in respect of its Participating Production Facilities by (amongst other things):

- (a) Registering such Production Facilities in accordance with Section E;
- (b) submitting Offer Data in respect of its Production Facilities in accordance with Section J;
- (c) having Pool Charges determined for it in respect of its Pool Units in accordance with Sections L, M and N;
- (d) except in the case of a Non-Pool-Based Contracted Production Facility:
  - (i) Trading (by selling to the Power Procurer) the Output of the Production Facility in accordance with Section I; and
  - (ii) receiving and paying Pool Charges in accordance with Section O.

D.2.2.2 The Power Procurer engages in the Pool by (amongst other things):

- (a) where a Generator Participation Derogation has been granted to a Generator in respect of a Production Facility as described in Section D.2.6, Registering the Production Facility in accordance with Section E and submitting Offer Data for the Production Facility in accordance with Section J;
- (b) submitting Offer Data in respect of Demand Side Units in accordance with Demand Side Arrangements in accordance with Section J;
- (c) having Pool Charges determined for it in respect of the entire Output and Eligible Availability of all Participating Production Facilities in accordance with Sections L, M and N;
- (d) except in the case of Non-Pool-Based Contracted Production Facilities:
  - (i) Trading (by purchasing from the Generator) the Output of each Participating Production Facility in accordance with Section I; and
  - (ii) paying and receiving Pool Charges in accordance with Section O.

**D.2.3. Roles of Parties – Market Operator**

D.2.3.1 The Market Operator does not engage in the Pool (and is not a Pool Participant).

D.2.3.2 The role of the Market Operator is set out in Section C.

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**D.2.4. Roles of Parties – Transmission Company**

D.2.4.1 The Transmission Company does not engage in the Pool (and is not a Pool Participant).

D.2.4.2 The role of the Transmission Company in relation to the Pool includes:

- (a) to provide to the Market Operator data and information in connection with Settlement, including data in relation to water production, reserve and dispatch; and
- (b) to validate certain data and information provided by Pool Participants to the Market Operator.

**D.2.5. Additional function of Power Procurer**

D.2.5.1 The Power Procurer has a function of determining the Certified Availability of Pool Units in accordance with Section E.2.12.

**D.2.6. Generator Participation Derogation**

D.2.6.1 Where a Generator Participation Derogation is in force in relation to a Production Facility:

- (a) the Generator is not a Party and has no obligations under the Market Rules in respect of such Production Facility;
- (b) the Power Procurer is (to the extent provided in the Market Rules including in Section E.4.1.6) responsible for performing certain obligations which would otherwise fall on the Generator in respect of such Production Facility;
- (c) the Power Procurer assumes no obligations or liabilities under the Market Rules in respect of:
  - (i) the acts or omissions of the Generator relating to such Production Facility, or
  - (ii) except as expressly provided in the Market Rules (including in Section E.4.1.6), the relevant Production Facility.

**D.3. ENTRY PROCESS FOR NEW GENERATORS****D.3.1. General**

D.3.1.1 The only capacity in which a person who is not an Original Party may become a Party is that of a Generator.

D.3.1.2 This Section D.3 sets out:

- (a) the basis on which a person may become a Party in the capacity of a Generator; and
- (b) the further entry requirements to be met by a New Generator before its Production Facilities may Participate in the Pool.

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**D.3.2. Application procedure**

- D.3.2.1 A person other than an Original Party wishing to become a Party in the capacity of Generator (**Applicant**) shall:
- (a) satisfy the conditions set out in Section D.3.2.2 and supply the information set out in Section D.3.2.4 and/or Section D.3.2.5;
  - (b) submit an application to the Market Operator in accordance with Section D.3.2.3;
  - (c) pay to the Market Operator a fee in the amount determined by the Market Operator with the approval of the Authority and published on the Market Website; and
  - (d) accede to the Framework Agreement by executing an Accession Agreement in accordance with Section D.3.3.
- D.3.2.2 The conditions to be satisfied by the Applicant before it may become a Party (referred to in Section D.3.2.1) are that the Applicant:
- (a) unless otherwise determined by the Authority in exceptional cases, must be a company duly incorporated in Oman and registered at the Ministry of Commerce and Industry;
  - (b) Generates or intends to Generate electricity in a Production Facility Connected or intended to be Connected to the Main Interconnected System;
  - (c) holds, or is able to show in accordance with Section (g) that it has reasonable prospects of holding a Generation Licence or Exemption in respect of such Production Facility;
  - (d) satisfies the Market Operator in accordance with Section D.3.2.4 and, if applicable Section D.3.2.5.
- D.3.2.3 The Applicant must complete and sign an application form, in the form set out in Annex D-2, setting out the information required under Section D.3.2.4 and, if applicable Section D.3.2.5, and submit such completed and signed form to the Market Operator.
- D.3.2.4 The information to be provided by the Applicant in accordance with Section D.3.2.3 is:
- (a) the legal name of Applicant;
  - (b) details of any Registered address for the Applicant and, where different, address for service of notices within Oman;
  - (c) a certified copy of Applicant's Commercial Registration Certificate issued by the Ministry of Commerce and Industry;
  - (d) a certified copy of the Applicant's membership card and registration number from the Oman Chamber of Commerce and Industry Certificate;

- 
- (e) a certified copy of the Applicant's registered memorandum and articles of association;
  - (f) evidence reasonably satisfactory to the Market Operator that the Applicant is or intends to become a Generator as required by Section (b);
  - (g) evidence reasonably satisfactory to the Market Operator that the Applicant holds or will hold a Generation Licence or an Exemption as required by Section (c);
  - (h) evidence that the Applicant holds all necessary Permits (including environmental Permits) necessary for it to operate the relevant Production Facility;
  - (i) evidence that the Applicant is a party to the Grid Code and/or Distribution Code as applicable;
  - (j) a certificate by the Applicant's finance director that no circumstances exist which would, if it were already a Party, entitle the Market Operator to terminate or suspend its participation in accordance with Section Q;
  - (k) if the Applicant will not have a Power Contract, evidence that it is in compliance with any requirement to have in place an agreement with the Power Procurer or the Transmission Company in respect of Ancillary Services;
  - (l) the names and contact details for any nominated representatives of the Applicant;
  - (m) if the Applicant is at the time of the application a Licensed Generator or Exemption holder, the evidence reasonably satisfactory to the Market Operator to be supplied shall include:
    - (i) a certified copy of a Connection Agreement between the Applicant and either the Transmission Company or a Licensed Distribution System Operator, in respect of the Connection of the Production Facility and any amendments to any existing such agreement necessary to reflect any modification to that Production Facility; and
    - (ii) evidence that the Applicant has entered into such other agreements in respect of its Production Facility (or the modification of that Production Facility) as may be necessary for it to be a Generator, including by way of example agreements for the use of requisite land, for seawater intake and outfall, for fuel infrastructure interconnection or enhancement etc.;
  - (n) to the extent that the Applicant is not at the time of the application a Licensed Generator or Exemption holder, the evidence to be supplied shall be that specified in Section D.3.2.5 instead of that specified in the corresponding paragraphs of Section D.3.2.4, including Sections D.3.2.4(g), (h), (i), (j), (k), (l) and (m); and

- (o) such other information as is reasonably required by the Market Operator.

D.3.2.5 If, at the time of making an application to become a Party, a person does not hold a Generation Licence or Exemption, the evidence to be supplied by it in accordance with Section D.3.2.4 shall include such evidence (including its plans to undertake the requisite activities) as may be reasonably required by the Market Operator, including:

- (a) a certified copy of a resolution of its board of directors, or, if it is an LLC, of the partners of the LLC, to the effect that it intends to become a Generator and to apply to become a Party;
- (b) a certified copy of a letter or letters from the Authority to the effect that the Authority has found, or on a preliminary basis considers, the person to be an Appropriate Person (as defined in the Sector Law) for the purposes of the grant to that person of a Generation Licence or an Exemption;
- (c) evidence satisfactory to the Market Operator of the Applicant's:
  - (i) ownership of a Production Facility; or
  - (ii) award to it by the Power Procurer of a Pool-Based Power Contract or Non-Pool-Based Power Contract in respect of an existing Production Facility; or
  - (iii) award to it by the Power Procurer of a Pool-Based Power Contract or Non-Pool-Based Power Contract in respect of a Production Facility which is to be constructed (or modified), together with evidence of the Applicant's plans for the financing and execution of that construction; and
- (d) either a certified copy of a Connection Agreement between the Applicant and either the Transmission Company or a Licensed Distribution System Operator, in respect of the Connection of the Applicant's Production Facility, including any amendments to any existing such agreement necessary to reflect any modification to the Production Facility, or evidence that the Applicant will obtain such an agreement;
- (e) if the Applicant will not have a Power Contract, evidence that it is or will be in compliance with any requirement to have in place an agreement with the Power Procurer or the Transmission Company in respect of Ancillary Services;
- (f) evidence that the Applicant has entered into or will enter into such other agreements in respect of its Production Facility (or the modification of that Production Facility) as may be necessary for it to be a Generator, including by way of example agreements for the use of requisite land, for seawater intake and outfall, for fuel infrastructure interconnection etc.;
- (g) evidence that the Applicant will obtain all necessary Permits (including environmental Permits) necessary for it to construct (or modify) and operate the relevant Production Facility; and

(h) evidence that the Applicant will be a party to the Grid Code.

D.3.2.6 Upon receipt of the application the Market Operator shall:

- (a) validate the information provided by the Applicant;
- (b) if the Market Operator considers that any such information provided is incomplete or not valid, notify the Applicant and request the Applicant to provide such further information or clarification as the Market Operator considers necessary; and
- (c) if the Market Operator considers (where applicable, following the provision of further information or clarification under Section D.3.2.6(b) that the application is complete and valid, notify the Applicant that the application is approved (and if not, notify the Applicant that its application is not approved).

D.3.2.7 Any question as to whether an application is complete and valid or should be approved shall be decided by the Authority in accordance with Section C.7.2.

D.3.2.8 Following a determination made in accordance with Section D.3.2.6, the Market Operator shall notify the Authority of its approval or rejection of each application (providing information to support its determination where necessary).

### **D.3.3. Basis of accession**

D.3.3.1 Where the Applicant's application is approved, the Market Operator shall provide the Applicant with an Accession Agreement (as contained in Annex D-1).

D.3.3.2 The Applicant must submit a duly executed Accession Agreement to the Market Operator. An Applicant may request additional time to submit an executed Accession Agreement and the Market Operator shall not unreasonably withhold consent to any such request provided that the date of receipt of the executed Accession Agreement shall be earlier than the effective date specified in the Accession Agreement.

D.3.3.3 Following receipt by the Market Operator of an Accession Agreement executed by the Applicant in accordance with Section D.3.3.2:

- (a) the Market Operator shall execute and date the Accession Agreement as agent for itself and all other existing Parties; and
- (b) the Applicant shall become a Party on the date specified in such executed Accession Agreement.

D.3.3.4 In accordance with Section (a), the Market Operator is the Authorised Signatory referred to in the Framework Agreement.

D.3.3.5 Following the accession of an Applicant as a Party in accordance with this Section D.3, the Market Operator shall enter the Applicant's details in the Market Register.

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**D.3.4. Further entry requirements**

- D.3.4.1 Before a New Generator may take any steps under the Market Rules for the purposes of the Participation of its Production Facilities in the Pool, the New Generator must comply with the requirements in this Section D.3.4.
- D.3.4.2 The New Generator must complete the entry procedures under Section H for establishing and testing its Party IT System and for setting up arrangements for Data Communications with the Market Operator.
- D.3.4.3 The New Generator must complete the procedures in Section O for establishing and notifying payment arrangements with the Power Procurer, unless the New Generator intends only to Participate with Non-Pool-Based Contracted Production Facilities.
- D.3.4.4 Where the evidence supplied to support its application to become a Party included its plans in respect of matters required by Section D.3.2.5, the New Generator must use all reasonable endeavours to complete those activities in accordance with those plans or otherwise within a reasonable time and shall keep the Market Operator informed about its progress, as reasonably required by the Market Operator.
- D.3.4.5 Where the Market Operator considers that a New Generator may not have taken, or may not be taking, all necessary steps to progress the further entry requirements set out in this Section D.3.4 and/or comply with its obligation in Section D.3.4.4, such that they will be met or complied with within a reasonable time, the Market Operator may request the New Generator to provide it with written explanation of the steps it is taking and expects to take to do so.
- D.3.4.6 Where, after requesting information pursuant to Section D.3.4.5, the Market Operator reasonably considers that a New Generator has not taken, or is not taking all necessary steps to progress the further entry requirements set out in this Section D.3.4 such that they will be met within a reasonable time, or otherwise concludes that they will not be so met, the Market Operator may terminate the New Generator in accordance with Section Q.19. If it does so, that termination shall be the sole remedy under the Market Rules of the Market Operator in respect of the New Generator's failure to meet the entry requirements set out in this Section D.3.4.

**D.4. TERMINATION OR WITHDRAWAL OF GENERATORS**

- D.4.1.1 Section Q.19 sets out arrangements for Termination or Withdrawal applicable to Generators.



**AS PART OF ANNEX D**

**ANNEX CONTENTS**

<b>ANNEX D-1 – ACCESSION AGREEMENT</b>	<b>1</b>
<b>ANNEX D-2 – APPLICATION FORM FOR ACCESSION TO THE FRAMEWORK AGREEMENT</b>	<b>1</b>

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## ANNEX D-1 – ACCESSION AGREEMENT

This Accession Agreement is made on the \_\_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_\_\_\_

### Between

- (1) [ ] (the **Authorised Signatory**"); and
- (2) [Insert full name of person wishing to be admitted to the Market Rules, (insert registered company number)] (the **"Party Applicant"**) whose principal office is at [insert address of Party].

### Recitals

- (A) By the Market Rules Framework Agreement dated [Xxx] (the **"Framework Agreement"**) made between the Original Parties named therein and as now in force between the Parties by virtue of that Framework Agreement and any later Accession Agreement entered into by any New Party and by OPWP as an Authorised Signatory on behalf of the Original Parties and any other Parties having previously acceded to the Market Rules, the Parties agreed to give effect to and be bound by the Market Rules.
- (B) The Framework Agreement incorporates the Market Rules
- (C) The Party Applicant has complied with the requirements of the Market Rules as to accession and wishes to be admitted as a Party.

### It is agreed

1. In this Accession Agreement, words and expression defined in or for the purposes of the Framework Agreement and not otherwise defined herein shall have the meanings ascribed thereto under the Framework Agreement.
2. The Authorised Signatory (acting on its own behalf and on behalf of each of the other Parties) hereby admits the Party Applicant as an additional Party under the Framework Agreement with effect from the date of this Accession Agreement on the terms and conditions hereof.
3. The Party Applicant hereby accepts its admission as a Party and undertakes with the Authorised Signatory (acting on its own behalf and on behalf of each of the other Parties) to perform and to be bound by the Framework Agreement as a Party as from the date hereof.
4. For all purposes in connection with the Framework Agreement the Party Applicant shall as from the date hereof be treated as if it has been a signatory of the Framework Agreement from the date hereof, and as if this Accession Agreement were part of the Framework Agreement from the

date hereof, and the rights and obligations of the Parties shall be construed accordingly.

5. This Accession Agreement and the Framework Agreement shall be read and construed as one document and references (in or pursuant to the Framework Agreement) to the Framework Agreement (howsoever expressed) should be read and construed as reference to the Framework Agreement and this Accession Agreement.
6. If any provision of this Accession Agreement is or becomes invalid, unenforceable or illegal or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction or by any other Competent Authority (as defined in the Market Rules), such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Accession Agreement, which shall continue in full force and effect notwithstanding the same.
7. This Accession Agreement may be executed in counterparts.
8. This Accession Agreement shall be governed by and construed in accordance with the laws of Oman.
9. Subject to the provisions of the Market Rules relating to dispute resolution, the Parties hereby submit to the exclusive jurisdiction of the courts of Oman for all disputes arising under, out of, or in relation to this Agreement.

**Signed by the duly authorised representatives of the parties hereto on the date of this Agreement.**

Signed for and on behalf of

[ ]

By

.....

Signed for and on behalf of

[ ]

By

.....

## ANNEX D-2 – APPLICATION FORM FOR ACCESSION TO THE FRAMEWORK AGREEMENT

**To:** OPWP (as Market Operator)  
**From:** [●]  
**Copied:** [Authority]  
**Dated:** [●]

### APPLICATION FORM FOR ACCESSION TO THE FRAMEWORK AGREEMENT

Dear Sirs,

This is our application form for accession to the Framework Agreement.

Details as follows:

Legal name of Applicant:	
Registered address of Applicant:	
Address for service of notices within Oman:	
Names and contact details for nominated representatives for the Applicant:	Name: Contact details:
	Name: Contact details:

We enclose with this application form for accession to the Framework Agreement the following documents:

**[EITHER, if the Applicant is at the time of the application a Licensed Generator or Exemption holder:]**

- a. a certified copy of Applicant's Commercial Registration Certificate issued by the Ministry of Commerce and Industry;
- b. a certified copy of the Applicant's registered specimen signature form issued by the Ministry of Commerce and Industry;

- 
- c. a certified copy of the Applicant's membership card and registration number from the Oman Chamber of Commerce and Industry Certificate;
  - d. a certified copy of the Applicant's registered memorandum and articles of association;
  - e. evidence that the Applicant is or intends to become a Generator;
  - f. evidence that the Applicant holds or will hold a Generation Licence or an Exemption;
  - g. evidence that the Applicant holds all necessary permits (including environmental Permits) necessary for it to operate the relevant Production Facility;
  - h. evidence that the Applicant is a party to the Grid Code and/or Distribution Code as applicable;
  - i. a certificate by the Applicant's finance director that no circumstances exist which would, if it were already a Party, entitle the Market Operator to terminate or suspend its participation;
  - j. if the Applicant will not have a Power Contract, evidence that it is in compliance with any requirement to have in place an agreement with the Power Procurer or the Transmission Company in respect of Ancillary Services;
  - k. a certified copy of a Connection Agreement between the Applicant and either the Transmission Company or a Licensed Distribution System Operator, in respect of the Connection of the Production Facility including any amendments to any existing such agreement necessary to reflect any modification to that Production Facility; and
  - l. evidence that the Applicant has entered into such other agreements in respect of its Production Facility (or the modification of that Production Facility) as may be necessary for it to be a Generator, including by way of example agreements for the use of requisite land, for seawater intake and outfall, for fuel infrastructure interconnection or enhancement etc.

**[OR, if the Applicant is not at the time of the application a Licensed Generator or Exemption holder:]**

- a. a certified copy of Applicant's Commercial Registration Certificate issued by the Ministry of Commerce and Industry;
- b. a certified copy of the Applicant's registered specimen signature form issued by the Ministry of Commerce and Industry;
- c. a certified copy of the Applicant's membership card and registration number from the Oman Chamber of Commerce and Industry Certificate;

- 
- d. a certified copy of the Applicant's registered memorandum and articles of association;
  - e. a certified copy of a resolution of its board of directors to the effect that it intends to become a Generator and to apply to become a Party;
  - f. a certificate by the Applicant's finance director that no circumstances exist which would, if it were already a Party, entitle the Market Operator to terminate or suspend its participation;
  - g. a certified copy of a letter or letters from the Authority to the effect that the Authority has found, or on a preliminary basis considers, the person to be an Appropriate Person (as defined in the Sector Law) for the purposes of the grant to that person of a Generation Licence or an Exemption;
  - h. evidence of the Applicant's:
    - (i) ownership of a Production Facility; or
    - (ii) award to it by the Power Procurer of a Pool-Based Power Contract or Non-Pool-Based Power Contract in respect of an existing Production Facility; or
    - (iii) award to it by the Power Procurer of a Pool-Based Power Contract or Non-Pool-Based Power Contract in respect of a Production Facility which is to be constructed (or modified), together with evidence of the Applicant's plans for the financing and execution of that construction; and
  - i. if the Applicant will not have a Power Contract, evidence that it is or will be in compliance with any requirement to have in place an agreement with the Power Procurer or the Transmission Company in respect of Ancillary Services;
  - j. either a certified copy of a Connection Agreement between the Applicant and either the Transmission Company or a Licensed Distribution System Operator, in respect of the Connection of the Applicant's Production Facility, including any amendments to any existing such agreement necessary to reflect any modification to the Production Facility, or evidence that the Applicant will obtain such an agreement;
  - k. evidence that the Applicant has entered into or will enter into such other agreements in respect of its Production Facility (or the modification of that Production Facility) as may be necessary for it to be a Generator, including by way of example agreements for the use of requisite land, for seawater intake and outfall, for fuel infrastructure interconnection etc.;
  - l. evidence that the Applicant will obtain all necessary Permits (including environmental Permits) necessary for it to construct (or modify) and operate the relevant Production Facility; and

- m. evidence that the Applicant will be a party to the Grid Code and/or Distribution Code as applicable.

Yours faithfully,

.....

For and on behalf of

**[•]**

## **E. CLASSIFICATION AND REGISTRATION OF POOL UNITS**

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## **E.1 INTRODUCTION TO THIS SECTION**

### ***E.1.1. General***

E.1.1.1 This Section of the Market Rules sets out:

- (a) a description of the various units which may be eligible for Participation in the Pool and how these are classified under the Market Rules;
- (b) the criteria which must be met, and procedures which must be followed (including registration), in order for such a unit to Participate in the Pool; and
- (c) procedures which must be followed when a Pool Unit ends its Participation in the Pool.

### ***E.1.2. Key functions of Parties in this Section***

E.1.2.1 In this Section:

- (a) Generators who meet the requisite conditions apply to Register details of their Production Facilities;
- (b) the Market Operator validates information supplied in applications to be Registered and administers the process of Registration;
- (c) Generators notify changes to existing Registrations;
- (d) the Market Operator validates information notified in respect of changes to Registrations;
- (e) Generators may apply or be required to Deregister their Registered Production Facilities;
- (f) the Market Operator administers the process of Deregistration; and
- (g) the Market Operator maintains the Market Register.

### ***E.1.3. Annexes to this Section***

E.1.3.1 This Section refers to the following Annex:

- (a) Annex E-1: Illustrations of application of Pool Unit definitions.

### ***E.1.4. Approved Methodologies and MRPs***

E.1.4.1 This Section refers to the following Approved Methodologies:

- (a) Demand Side Arrangements Methodology;
- (b) Must Run Methodology; and
- (c) Availability Certification Methodology.

E.1.4.2 This Section refers to the following MRP:

- 
- (a) MRP-E: Registration process.

## **E.2. UNITS AND CLASSIFICATION**

### **E.2.1. Production Facility**

- E.2.1.1 A **Production Facility** is an installation or installations comprising a single facility used for Generation (whether or not combined or co-located with the production of water) and Connected (or, where the context requires, to be Connected) to the Main Interconnected System at either Transmission or Distribution level.
- E.2.1.2 In relation to an Autogenerator, all installations used by the Autogenerator for Generation which are directly or indirectly Connected to the Main Interconnected System at the same Connection Point are treated as a single Production Facility (**Autogenerator Production Facility**).
- E.2.1.3 If any question arises as to what constitutes a single Production Facility, and such question is not resolved to the satisfaction of the relevant Generator, Power Procurer and Market Operator, such question shall be decided by the Authority in accordance with Section C.7.2.
- E.2.1.4 Any reference (other than in this Section E) in the Market Rules to a Production Facility is to a Participating Production Facility in accordance with Section E.3.
- E.2.1.5 A Production Facility may comprise one or more Production Blocks.

### **E.2.2. Operational interdependence**

- E.2.2.1 For the purposes of this Section E.2:
- (a) a GenSet is **operationally interdependent** with another GenSet where the GenSets are configured for operation such that the operation of one GenSet depends substantially on the operation of the other GenSet; and
- (b) a GenSet is **capable of operational interdependence** with another GenSet where the GenSets are capable of being configured for operation such that the operation of one GenSet depends substantially on the operation of the other GenSet.
- E.2.2.2 For the purposes of Section E.2.2.1:
- (a) for avoidance of doubt, there may be more than one GenSet whose operation depends on, or on whose operation depends, the operation of another GenSet;
- (b) the operation of a GenSet does not depend on the operation of another GenSet only because they share:
- (i) common fuel (including natural gas) supply infrastructure, or
- (ii) common Connection facilities, or
- (iii) common cooling water facilities; or

(iv) common power evacuation facilities,  
which in each case may constrain the combined levels of operation of such GenSets;

(c) a theoretical configuration for operation of any GenSets, which is not operationally feasible, or (although operationally feasible) not practically useful for the Transmission Company, shall be ignored.

E.2.2.3 If any question arises as to whether particular GenSets are capable of operational interdependence or (in a particular configuration) operationally interdependent, and such question is not resolved to the satisfaction of the relevant Generator, Power Procurer and Market Operator, such question shall be decided by the Authority in accordance with Section C.7.2.

### **E.2.3. Production Block**

E.2.3.1 Subject to Sections E.2.4.3 and E.2.5.2, a **Production Block** is:

- (a) a single GenSet within a Production Facility which is not capable of operational interdependence with any other GenSet; or
- (b) a group of GenSets within a Production Facility for which each of the following conditions is satisfied:
  - (i) each of the GenSets is capable of operational interdependence with one or more other GenSets within the group;
  - (ii) none of the GenSets is capable of operational interdependence with a GenSet which is not in the group; and
  - (iii) the group cannot be sub-divided into any smaller groups for each of which the conditions in both (i) and (ii) are satisfied.

E.2.3.2 If any question arises as to what GenSets are comprised in a particular Production Block, such question shall be decided by the Authority in accordance with Section C.7.2.

### **E.2.4. Production Unit**

E.2.4.1 A **Production Unit** is:

- (a) a GenSet within a Production Block which (in a particular configuration for operation) is not operationally interdependent with any other GenSet; or
- (b) a combination of GenSets within a Production Block which (in a particular configuration for operation) are operationally interdependent; or
- (c) an Autogenerator Production Unit.

E.2.4.2 An **Autogenerator Production Unit** is, in relation to an Autogenerator Production Facility:

- 
- (a) if the Generator so elects in accordance with Section E.4.3.1(p)(ii), the combination of all of the GenSets in the Autogenerator Production Facility; or
  - (b) in the absence of such an election, in relation to any Trading Day d for which the Commercial Offer Data in relation to a Production Block in the Autogenerator Production Facility has the Autogenerator Flag set to 'Yes', the combination of all of the GenSets in that Production Block.
- E.2.4.3 An Autogenerator Production Unit under Section E.2.4.2(a) is treated as a single Production Block for the purposes of the provisions of this Section E and this Production Block has its Autogenerator Flag set to 'Yes' at all times.
- E.2.4.4 For the avoidance of doubt the same GenSet may be contained in one or more Production Units.
- E.2.4.5 References in the Market Rules (other than this Section E) to Production Units are to Production Units Registered in accordance with Section E.4.

### ***E.2.5. Demand Side Unit***

- E.2.5.1 A **Demand Side Unit** is a notional unit of Participation in the Pool, used in Settlement to take account of Demand Side Arrangements.
- E.2.5.2 A Demand Side Unit is treated as being a single Production Block and a single Production Facility.
- E.2.5.3 **Demand Side Arrangements** are arrangements made by the Power Procurer:
- (a) by which reductions in the amount of Customer Demand for a Trading Period may be obtained by reference to potential levels of the System Marginal Price and treated as Output in Settlement; and
  - (b) which are approved by the Authority or made in accordance with an Approved Methodology prepared by the Power Procurer in consultation with the Market Operator, and Registered with the Market Operator.
- E.2.5.4 Demand Side Arrangements may be applicable to all Demand Side Units, or all Demand Side Units of a class, or a particular Demand Side Unit.
- E.2.5.5 Demand Side Arrangements:
- (a) will provide for how a Demand Side Unit is to Participate in the Pool, including the basis on which:
    - (i) details of the Demand Side Unit are to be Registered in accordance with Section E.4.5.1(b);
    - (ii) the Pool Boundary is to be determined;
    - (iii) Offer Data is to be created and submitted for a Trading Day;
    - (iv) Metered Quantity is to be determined for a Trading Period;

- (v) details of the Demand Side Arrangements will be made available to other Pool Participants;
- (vi) the Demand Side Unit may be Certified in accordance with the Availability Certification Methodology;
- (vii) the Demand Side Unit is or is not Fully Dispatchable, and (where applicable) Dispatch Quantity is to be determined;
- (b) will set out the basis on which the implementation of such arrangements is subject to the Market Audit;
- (c) may be made by the Power Procurer with any one or more of the Transmission Company, a Customer or Customers, and a Licensed Supplier.

#### E.2.5.6 Subject to the Demand Side Arrangements:

- (a) the Power Procurer will decide on the Demand Side Units to be taken into account in Settlement for any Trading Period;
- (b) only the Power Procurer may submit Offer Data in respect of a Demand Side Unit;
- (c) no Output is Traded in the Pool in respect of a Demand Side Unit; and
- (d) no Pool Charges are payable in the Pool in respect of a Demand Side Unit.

### **E.2.6. Pool Unit and Pool Scheduling Unit**

E.2.6.1 A **Pool Unit** is a Production Facility, or (as the context may require) a Production Block or Production Unit comprised in a Production Facility, or a Demand Side Unit.

E.2.6.2 A **Pool Scheduling Unit** is a Production Unit or a Demand Side Unit or a Transitional Pool Scheduling Unit (and is a subset of Pool Unit).

E.2.6.3 A **Transitional Pool Scheduling Unit** is, in relation to a Transition, a notional Pool Scheduling Unit to which the Transition Cost, all Output that is Generated by the GenSets or treated as Output of an Active Demand Side Unit whose operation is determined by the Transition and all Charges linked to this Output are assigned during the Transition.

E.2.6.4 A Pool Scheduling Unit is the principal unit of Participation (by installations used for Generation, or by demand reduction contracted with Customers) in the Pool.

### **E.2.7. Price Maker, Price Taker and Hybrid status**

E.2.7.1 A Pool Scheduling Unit is a **Price Maker** unless it is a Price Taker or Hybrid.

E.2.7.2 A Production Unit is a **Price Taker** if any of the GenSets comprised in the Production Unit is not Fully Dispatchable.

E.2.7.3 A Production Unit is a **Hybrid** if:

- (a) each of the GenSets comprised in the Production Unit is Fully Dispatchable, and
- (b) any of the GenSets comprised in the Production Unit is, or at certain times is, (in accordance with the Must Run Methodology) a Must Run GenSet.

E.2.7.4 A GenSet is a **Must Run** GenSet where decisions as to the operation of the GenSet are governed by policy factors external to the economic cost of producing electricity.

E.2.7.5 The Market Operator shall establish an Approved Methodology (**Must Run Methodology**) for determining:

- (a) whether and when a GenSet is a Must Run GenSet, and
- (b) the Must Run Auxiliary Consumption Variation Threshold for the Production Facility containing that GenSet subject to which Offer Data resubmissions can be made in accordance with Section J.7.

### **E.2.8. Configuration**

E.2.8.1 In relation to a Production Block within a Production Facility, a **Configuration** is a particular combination of Production Units and (for each such Production Unit) Activity State of Active or (subject to Section E.2.8.2) Inactive, for which the following conditions are satisfied:

- (a) all of the GenSets in the Production Block are comprised in the Production Units in the combination; and
- (b) all of the Active Production Units (if any) in the combination are capable of Generating simultaneously.

E.2.8.2 For a given such combination of Active Production Units, all possible Production Units comprising the GenSets which are not comprised in the Active Production Units shall be treated as forming (with such Active Production Units) a single Configuration.

E.2.8.3 Pursuant to Sections E.2.8.1 and E.2.8.2:

- (a) where a Production Block comprises a single GenSet, there are two Configurations (in which the Production Unit comprising the GenSet is Active or Inactive);
- (b) if no Production Unit in the Production Block is Active, all of the Production Units form a single Configuration.

E.2.8.4 In relation to a Production Block consisting of a Demand Side Unit, a **Configuration** is either:

- (a) when it is activated, the Demand Side Unit with the Activity State of Active; or
- (b) when it is not activated, the Demand Side Unit with the Activity State of Inactive.

- E.2.8.5 Examples of Production Blocks, Production Units and Configurations are set out (for illustrative purposes only) in Annex E-1.
- E.2.8.6 References in the Market Rules (other than this Section E) to Configurations are to Configurations Registered in accordance with Section E.4.

### **E.2.9. Transition**

- E.2.9.1 In relation to a Production Block, a **Transition** is a change from one group of Pool Scheduling Units (each a **Start Pool Scheduling Unit**) to another group of Pool Scheduling Units (each an **End Pool Scheduling Unit**) for which the following conditions are satisfied:
- (a) none of the Start Pool Scheduling Units or End Pool Scheduling Units is a Price Taker or an Autogenerator Production Unit;
  - (b) the change involves a change in Activity State from Active to Inactive or from Inactive to Active for each of the Start Pool Scheduling Units and each of the End Pool Scheduling Units;
- E.2.9.2 The duration of a Transition is treated as being instantaneous or comprising a whole Trading Period or a positive integer multiple of whole Trading Periods.
- E.2.9.3 In relation to a Transition, the **Transition Group** is the group of Start Pool Scheduling Units and End Pool Scheduling Units.
- E.2.9.4 In relation to a Production Block, the **Transition Library** is the list of all the Transitions which the Pool Participant considers is likely to occur in the Market Schedule, Dispatch Schedule or in outturn operation of the Production Block on an economic basis and nominates in accordance with Section J.6.3. Further references in the Market Rules to Transitions are to Transitions in the Transition Library for a Production Block.
- E.2.9.5 In relation to a Production Block, a **Transition Matrix** is a matrix which sets out, for pairs of Configurations:
- (a) the single Transition from the Transition Library; or
  - (b) the group of simultaneous (and not sequential) Transitions from the Transition Library
- required to change from one of such Configurations to the other.
- E.2.9.6 Data requirements in respect of Transitions form part of Structural Offer Data submissions defined in Section J.

### **E.2.10. Activity States**

- E.2.10.1 The **Activity State** of a Pool Scheduling Unit in relation to Trading Period is:
- (a) **Active** where the Output of the Pool Scheduling Unit is or is assumed to be greater than zero and the Pool Scheduling Unit is



not in the Transition Group for a Transition within the duration of the Transition;

- (b) **Inactive** where the Output of the Pool Scheduling Unit is or is assumed to be equal to zero, including a Transitional Pool Scheduling Unit when the relevant Transition is not occurring; or
- (c) **Transitioning** in the case of a Transitional Pool Scheduling Unit only within the duration of the Transition.

### ***E.2.11. Contracted and Uncontracted Production Facilities***

E.2.11.1 A Production Facility is:

- (a) **Pool-Based Contracted** where it is the subject of a Pool-Based Power Contract;
- (b) **Non-Pool-Based Contracted** where it is the subject of a Non-Pool-Based Power Contract;
- (c) **Uncontracted** where it is not the subject of a Power Contract.

E.2.11.2 Offer Data are required to be submitted in respect of a Production Facility in accordance with Section J, and the Production Facility (and Production Blocks and Production Units within it) are taken into account in Settlement in accordance with Section N, whether it is a Pool-Based or Non-Pool-Based Contracted Production Facility or an Uncontracted Production Facility.

E.2.11.3 In accordance with Section O, Output of a Production Facility is Traded in the Pool, and Pool Charges in respect of such Production Facility are payable under the Market Rules, only where the Production Facility is a Pool-Based Contracted or an Uncontracted Production Facility.

### ***E.2.12. Certification***

E.2.12.1 The **Availability Certification Methodology** is an Approved Methodology prepared by the Power Procurer:

- (a) setting out conditions by reference to which a Pool Scheduling Unit will be treated as eligible for having Eligible Availability determined under Section M by reference to Availability, and
- (b) providing for the certification by the Power Procurer of:
  - (i) a Pool Scheduling Unit, and
  - (ii) in relation to such a Pool Scheduling Unit, a maximum level of Availability (determined, where applicable, at Reference Ambient Conditions specified by the Power Procurer and accompanied by an Ambient Temperature Correction Curve provided by the Pool Participant concerned)

as meeting the conditions referred to in Section E.2.12.1(a).

E.2.12.2 The Availability Certification Methodology:

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- (a) may provide:
    - (i) for continuing requirements to be satisfied in relation to a Pool Scheduling Unit to retain certification; and
    - (ii) for the basis on which certification in relation to a Pool Scheduling Unit may be withdrawn or modified; and
  - (b) must provide that a Pool Scheduling Unit shall not be Certified if the Power Procurer is not satisfied (acting reasonably) that the Generator concerned is in compliance with the Standard Planning Data requirements of the Planning Code forming part of the Grid Code.

E.2.12.3 For the purposes of the Market Rules, **Certified** (in relation to a Pool Scheduling Unit or a characteristic of a Pool Scheduling Unit, and a Trading Period) means certified at the time of such Trading Period in accordance with the Availability Certification Methodology,

### **E.3. PARTICIPATION**

#### ***E.3.1. Basis of Participation of Production Facilities***

- E.3.1.1 This Section E.3 sets out the basis on which a Production Facility may be required or entitled to participate (**Participate**) in the Pool.
- E.3.1.2 Where the Registered Capacity of a Production Facility is less than 1MW the Production Facility shall not Participate in the Pool.
- E.3.1.3 Where the Registered Capacity of a Production Facility is not less than 1MW and is less than 5MW, the Generator (or where a Generator Participation Derogation is in force, the Power Procurer) may choose whether the Production Facility is to Participate in the Pool.
- E.3.1.4 Where the Registered Capacity of a Production Facility is not less than 5MW:
  - (a) subject to Section E.3.1.4(b), the Production Facility must Participate in the Pool;
  - (b) if the Generator holds, in relation to the Production Facility, a derogation (granted by the Authority in or in accordance with its Licence or Exemption) from the requirement to Participate, the Generator may choose whether the Production Facility is to Participate in the Pool.
- E.3.1.5 Notwithstanding Section E.3.1.4, where a Generator holds an Exemption in relation to a Production Facility, the Production Facility shall not Participate in the Pool if a condition of the Exemption prohibits such Participation or the Authority gives a direction prohibiting such Participation.
- E.3.1.6 Where a Production Facility does not Participate in the Pool, nothing in the Market Rules shall be taken as affecting in any way the question whether and on what terms the Power Procurer purchases or pays for the capacity, Availability or Output of the Production Facility.

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### **E.3.2. Generation excluded from Participation**

E.3.2.1 For the avoidance of doubt the following do not Participate in the Pool:

- (a) any installation for Generation which is not connected to the Main Interconnected System;
- (b) any installation for Generation which is located outside Oman; and
- (c) any interconnector by which the system to which any installation within Section E.3.2.1(b) is connected may be connected to the Main Interconnected System.

E.3.2.2 For the purposes of the Market Rules, **Pool-Excluded Generation** means Production Facilities or other installations for Generation which are excluded from Participation under Section E.3.1.2 or E.3.1.5 or by choice of the Generator under Section E.3.1.3 or in accordance with Section E.3.2.1, or (as the context may require) the electricity produced by such Production Facilities or other installations, whether or not delivered to the Main Interconnected System.

### **E.3.3. Rights and obligations in respect of Participation**

E.3.3.1 Where a Production Facility is to Participate in the Pool, the Generator (or, in accordance with a Generator Participation Derogation, the Power Procurer, subject to Section E.3.3.2) is required and entitled:

- (a) to Register details of the Production Facility in accordance with Section E.4;
- (b) to comply with the Pool Metering Requirements in respect of the Production Facility in accordance with Section F;
- (c) to submit Offer Data in respect of the Production Facility in accordance with Section J;
- (d) in the case of an Uncontracted or Pool-Based Contracted Production Facility, to receive and pay Pool Charges in accordance with Section O;

but without prejudice to the generality of a Generator's rights and obligations under the Market Rules.

E.3.3.2 Where a Generator Participation Derogation is in force, the requirement to comply with Pool Metering Requirements (except for requirements as to Data Aggregation Rules) remains with the Generator.

E.3.3.3 If any question arises as to which person is the Generator in relation to any Production Facility, such question shall be decided by the Authority in accordance with Section C.7.2.

E.3.3.4 In relation to a Demand Side Unit, provisions equivalent to those of Section E.3.3.1 apply to the Power Procurer in accordance with and subject to the Demand Side Arrangements.

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## **E.4. PARTICIPATION REQUIREMENTS AND REGISTRATION**

### ***E.4.1. General***

E.4.1.1 This Section E.4 applies in relation to a Production Facility where:

- (a) the Production Facility is required to Participate in the Pool in accordance with Section E.3.1.4(a); or
- (b) the Generator chooses that the Production Facility shall Participate in the Pool in accordance with Section E.3.1.3 or Section E.3.1.4(b).

E.4.1.2 This Section E.4 applies in relation to a Demand Side Unit as and to the extent provided in the Demand Side Arrangements.

E.4.1.3 The Generator shall comply with and ensure that the requirements in Section E.4.2 are complied with in respect of the Production Facility.

E.4.1.4 The Production Facility may not be admitted to Participate in the Pool unless the requirements in Section E.4.2 are complied with, except where the Authority has given and notified to the Market Operator a derogation from any such requirement.

E.4.1.5 Before the Production Facility may Participate in the Pool, or the Generator may exercise any rights (other than under this Section E.4) under the Market Rules in respect of any Production Facility, the Generator must Register the Production Facility in accordance with this Section E.4.

E.4.1.6 Where a Generator Participation Derogation is in force in respect of a Production Facility, the Power Procurer shall be responsible for complying with the requirement to Register the Production Facility under Section E.4.3 (but not for the avoidance of doubt with the requirements in Section E.4.2); and references in Section E.4.3 to the Generator shall be construed as references to the Power Procurer.

### ***E.4.2. Participation requirements***

E.4.2.1 The requirements referred to in Section E.4.1.3 are the following:

- (a) the Generator must hold a Generation Licence or Exemption in respect of the Production Facility;
- (b) the Production Facility must be Connected to the Main Interconnected System;
- (c) a Connection Agreement must be in force in respect of the Connection of the Production Facility to the Main Interconnected System;
- (d) subject to Section E.4.8, the Generator must have complied with and be in compliance with the applicable requirements (taking account of any derogations) of the Grid Code and where applicable the Distribution Code in respect of the Production Facility and its Connection to the Main Interconnected System;

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- (e) the Pool Metering Requirements must be satisfied in relation to the Production Facility.

#### ***E.4.3. Application to Register***

E.4.3.1 The Generator shall apply to Register the Production Facility by submitting the following details to the Market Operator in accordance with MRP-E together with such further information as may be required under MRP-E:

- (a) the location of the Production Facility;
- (b) a description of the Production Facility, including details of the GenSets comprised in it and the technology type or types of such GenSets;
- (c) whether the Production Facility is an Autogenerator Production Facility;
- (d) whether the Production Facility includes or is combined with installations for the desalination of water;
- (e) the Registered Capacity of the Production Facility at Reference Ambient Conditions;
- (f) the Primary Fuel Type and each alternative Fuel Type of the Production Facility;
- (g) if applicable, a statement that the Generator chooses (as provided in Section E.4.1.1(b)) that the Production Facility shall Participate in the Pool;
- (h) whether the Production Facility is Connected to the Transmission System or a Distribution System;
- (i) evidence that a Connection Agreement is in force, and a specification of the Connection Point;
- (j) evidence that the Pool Metering Requirements have been satisfied, and such other meter details as are required to be provided under the Metering and Data Exchange Code;
- (k) the Data Aggregation Rules;
- (l) evidence that the Generator is in compliance with the requirements of the Grid Code referred to in Section E.4.2.1(d), and such other data (if any) as is required under the Grid Code to be provided in order to Participate in the Pool;
- (m) the date from which the registration is proposed to be effective;
- (n) evidence that the Generator holds a Generation Licence or an Exemption in relation to the Production Facility;
- (o) details of (including the GenSet(s) comprised in) each Production Block in the Production Facility;

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- (p) details of Production Units as follows:
    - (i) in respect of each Production Block, each possible Production Unit within Section E.2.4.1(a) and Section E.2.4.1(b), and each possible Configuration of such Production Units;
    - (ii) in the case of an Autogenerator Production Facility, whether the Generator elects for an Autogenerator Production Unit within Section E.2.4.2(a);
  - (q) for each Production Block:
    - (i) the Transition Library;
    - (ii) for each Transition in the Transition Library, the Structural Offer Data required in Section J.5.1;
    - (iii) whether the consumption of each Fuel Type named in accordance with Section E.4.3.1(f) can be metered; and
    - (iv) the temporal resolution of such fuel metering;
  - (r) for each Production Unit, whether it is:
    - (i) a Price Maker,
    - (ii) a Price Taker, or
    - (iii) a Hybridtogether with (in case (iii)) an explanation and justification by reference to the Must Run Methodology, and such other information as is required under that Methodology;
  - (s) whether the Production Facility is Pool-Based Contracted, Non-Pool-Based Contracted or Uncontracted;
  - (t) whether each Production Unit within the Production Facility is Certified and if so:
    - (i) the Certified Availability; and
    - (ii) the Ambient Temperature Correction Curve in relation to the Certified Availability.

E.4.3.2 To the extent that application details in Section E.4.3.1 are Structural Offer Data, such details must comply with the applicable requirements in Section J.

E.4.3.3 By applying (under Section E.4.3.1) to Register a Production Facility, the person submitting the application represents and warrants that it is the Generator in relation to the Production Facility and that the requirements in Section E.4.2 are satisfied.

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**E.4.4. Procedure following application**

E.4.4.1 On receiving an application to Register a Production Facility under Section E.4.3.1 the Market Operator shall, in accordance with MRP-E:

- (a) validate the application:
  - (i) by confirming with the Transmission Company the Registered Capacity, and meter details and other Grid Code details submitted, and the Generator's compliance with applicable Grid Code requirements;
  - (ii) by confirming with the Power Procurer whether the Production Facility is Pool-Based Contracted, Non-Pool-Based Contracted or Uncontracted;
  - (iii) by reviewing and confirming the Generator's submission as to whether each Production Unit is a Price Maker, Price Taker or Hybrid;
  - (iv) by confirming with the Power Procurer whether the Production Facility or each Production Unit is Certified and (if so) the Certified Availability;
  - (v) by reviewing and confirming the Generator's submission as to whether the Production Facility is an Autogenerator Production Facility;
  - (vi) by confirming that details which are Structural Offer Data comply with applicable requirements in Section J;

and otherwise as provided in MRP-E;

- (b) if the Market Operator considers that the application is incomplete or invalid, the Market Operator shall so inform the Generator and discuss with the Generator with a view to resolving the matter;
- (c) if the Market Operator is satisfied that the application (as it may be amended following discussions under Section E.4.4.1(b)) is complete and valid, enter the details (or amended details) of the Production Facility into the Market Register with the effective date requested by the Generator or otherwise as determined under MRP-E; and
- (d) notify using the validation notice contained in MRP-E the Registration of the Production Facility under Section E.4.4.1(c) to the Generator, the Power Procurer, the Transmission Company, the Authority, and each other Generator.

E.4.4.2 A Production Facility shall Participate in the Pool with effect from the effective date of its Registration under Section E.4.4.1(c).

E.4.4.3 If any question arises as to whether an application to Register a Production Facility is complete or valid, or any other question in connection with such application arises, and such question is not settled (to the satisfaction of the Generator, the Power Procurer and the Market

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Operator) by discussions under Section E.4.4.1(b), such question shall be decided by the Authority in accordance with Section C.7.2.

#### **E.4.5. Demand Side Units**

E.4.5.1 In relation to a Demand Side Unit:

- (a) the requirements to be satisfied in order for the Demand Side Unit to Participate in the Pool are those provided in the Demand Side Arrangements;
- (b) the Power Procurer shall apply to Register each Demand Side Unit, and the Market Operator shall process the application and Register the Demand Side Unit, in accordance with the provisions of Sections E.4.3 and E.4.4 as applicable and modified in accordance with the Demand Side Arrangements.

E.4.5.2 The Demand Side Arrangements applicable to all or any Demand Side Units shall be Registered with the Market Operator.

#### **E.4.6. Changes and updates of Registration**

E.4.6.1 Where any change occurs or will occur in respect of any of the details of a Pool Unit maintained in the Market Register:

- (a) the Pool Participant shall notify such change to the Market Operator (in advance of such change occurring, unless that is not possible), including (so far as changed or affected by the change) the details submitted under Section E.4.3.1; and
- (b) the Market Operator shall validate (in accordance with Section E.4.4.1) the details so notified and amend the Market Register accordingly,

in accordance with MRP-E.

E.4.6.2 Section E.4.6.1 applies in respect of changes made at the election (where permitted under the Market Rules) of the Pool Participant as well as changes occurring without such election.

E.4.6.3 For avoidance of doubt, a modification of a Production Facility by addition or removal of any GenSet or Production Block or change in the capability of the Production Facility to Generate electricity, is a change for the purposes of Section E.4.6.1.

E.4.6.4 The requirements in Section E.4.2 shall continue to apply in respect of a Production Facility notwithstanding any change notified under Section E.4.6.1, and (where relevant) shall apply to the Production Facility as so changed.

E.4.6.5 To the extent that details in the Market Register are Structural Offer Data, changes in such details after initial Registration shall be made by submission of revised Structural Offer Data in accordance with Section J.



E.4.6.6 Where any requirement in Section E.4.2 (or other requirement under the Market Rules) ceases to be satisfied in respect of a Production Facility, there is a Default for the purposes of Section Q.16.

**E.4.7. Extension of Main Interconnected System following RAEC connection**

E.4.7.1 Where a System developed by RAEC is to become a part of the Main Interconnected System:

- (a) the Market Operator shall determine procedures to address the requirements of the Pool in connection with such extension of the Main Interconnected System, including the basis on which such Generators are to comply with the accession and registration requirements in Sections D and E.4.3, and the time with effect from which the Main Interconnected System is treated as including such System;
- (b) the procedures referred to in Section E.4.7.1(a) shall be:
  - (i) determined by the Market Operator in consultation with the Authority, RAEC, the Transmission Company, the Power Procurer, and any Generator which operates a Production Facility connected to such System which is to Participate in the Pool; and
  - (ii) submitted to the Authority for approval; and
- (c) such procedures, as approved by the Authority, shall apply for the purposes of the Market Rules, and Parties shall comply with such procedures.

**E.4.8. Commissioning Period**

E.4.8.1 This Section E.4.8 applies where the Transmission Company or a Licensed Distribution System Operator permits a Production Facility to be Connected to its System for the purposes of testing or commissioning before the requirements of the Grid Code and/or (where applicable) Distribution Code referred to in Section E.4.2.1(d) (**Applicable Code Requirements**) are fully satisfied.

E.4.8.2 For the purposes of this Section E.4.8 the **Commissioning Period** is the period from the date on which the Production Facility is Connected to the Main Interconnected System until the date with effect from which:

- (a) the Generator notifies the Market Operator (as a change to data in the Market Register under Section E.4.6), and
- (b) upon the Market Operator's request for validation, the Transmission Company and (where applicable) Licensed Distribution System Operator confirms to the Market Operator,

that the Applicable Code Requirements are fully satisfied.

E.4.8.3 The Production Facility may be Registered and may Participate in the Pool in the Commissioning Period, even though the Applicable Code

Requirements are not satisfied, but subject to the further requirements of Section E.4.2 to E.4.4, and subject to Section E.4.8.4.

E.4.8.4 In relation to each Trading Period and Trading Day in the Commissioning Period:

- (a) each Production Unit shall be treated as Under Test; and
- (b) no Production Unit within the Production Facility shall be treated as Certified.

## **E.5. MARKET REGISTER**

E.5.1.1 Provisions relating to the establishment and maintenance of a Market Register are set out in Section H.4.

## **E.6. DEREGISTRATION**

### ***E.6.1. Basis for Deregistration***

E.6.1.1 Where a Registered Production Facility is not or ceases to be required to Participate in the Pool, the Generator may Deregister the Production Facility.

E.6.1.2 Where a Registered Production Facility is not or ceases to be entitled to Participate in the Pool, the Generator shall Deregister the Production Facility.

E.6.1.3 Where the Party which is Registered ceases to be the Generator in relation to a Production Facility, that Party shall Deregister the Production Facility (and the Party who is Generator shall Register it), unless those Parties and the Market Operator agree on a different process.

E.6.1.4 Where a Party is required to Deregister a Production Facility, the Party shall take the required steps (in accordance with Section E.6.2) to Deregister the Production Facility with effect from or as soon as practicable after the time from which the requirement exists.

E.6.1.5 For the purposes of Section E.6.1.2, the circumstances in which a Production Facility is not or ceases to be entitled to Participate in the Pool include (without limitation) that the requirements in Section E.4.2 are not or cease to be satisfied, unless the Authority has given and not withdrawn a contrary direction to the Market Operator.

E.6.1.6 Where any change occurs in relation to a Production Facility (including any GenSet or GenSets ceasing to be part of a Production Facility or to be Connected) which does not result in the Production Facility ceasing to Participate in the Pool, such change shall be recorded as a change in Registration in accordance with Section E.4.6 and not by Deregistration.

### ***E.6.2. Procedure for Deregistration***

E.6.2.1 Where a Party wishes or is required to Deregister a Production Facility, the Party shall apply for Deregistration (in accordance with MRP-E) by submitting to the Market Operator the following details:

- (a) the Production Facility ID;
- (b) the date with effect from which the Production Facility is to be Deregistered;
- (c) the grounds on which the Party wishes or is required to Deregister the Production Facility.

E.6.2.2 On receiving an application to Deregister a Production Facility, the Market Operator shall, in accordance with MRP-E:

- (a) validate the application by reviewing and confirming the grounds for the Deregistration and otherwise in accordance with MRP-E;
- (b) if the Market Operator considers that the application to Deregister is not valid, so inform the applying Party, and discuss with that Party with a view to resolving the matter;
- (c) if the Market Operator is satisfied that the application (as it may be amended following discussions under Section E.6.2.2(b) is valid, remove the Production Facility from the Market Register in accordance with the application;
- (d) notify the Deregistration to the applying Party, each other Party and the Authority.

E.6.2.3 If any question arises as to whether an application to Deregister a Production Facility is valid, and such question is not settled (to the satisfaction of the applying Party, the Power Procurer and the Market Operator) by discussions under Section E.6.2.2(c), such question shall be settled by the Authority in accordance with Section C.7.2.

### **E.6.3. Default Deregistration**

E.6.3.1 Where a Party fails to Deregister a Production Facility when required to do so, the Market Operator may at any time itself Deregister the Production Facility and notify the Authority accordingly.

E.6.3.2 Where a Generator ceases to be a Party, the Market Operator shall itself Deregister each Production Facility which (at the time of such cessation) remains Registered to that Generator and notify the Authority accordingly.

### **E.6.4. Effect of Deregistration**

E.6.4.1 The Deregistration of a Production Facility take effect from the start of the Trading Day on which it is effective.

E.6.4.2 With effect from the Deregistration of a Production Facility, the Production Facility shall cease (if it has not already ceased) to Participate in the Pool.

E.6.4.3 The Deregistration of a Production Facility does not affect the rights or obligations of any Party under the Market Rules in relation to the Production Facility, and has no other effect in respect of Settlement, Trading or payment of Pool Charges, in respect of any Trading Day prior to the day on which the Deregistration is effective.

**AS PART OF ANNEX E****ANNEX CONTENTS**

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## ANNEX E-1 – ILLUSTRATIONS OF APPLICATION OF POOL UNIT DEFINITIONS<sup>1</sup>

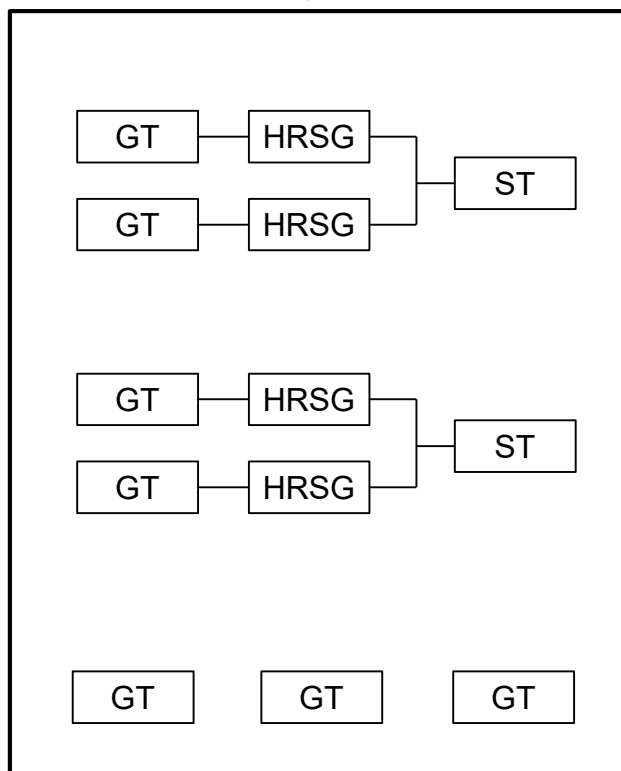
### 1. PRODUCTION BLOCK EXAMPLES

#### 1.1. *Illustrative Production Facility*

1.1.1 The illustrative Production Facility considered is shown in Annex E-1: Figure 1.

Annex E-1: Figure 1 – Illustrative Production Facility

Production Facility

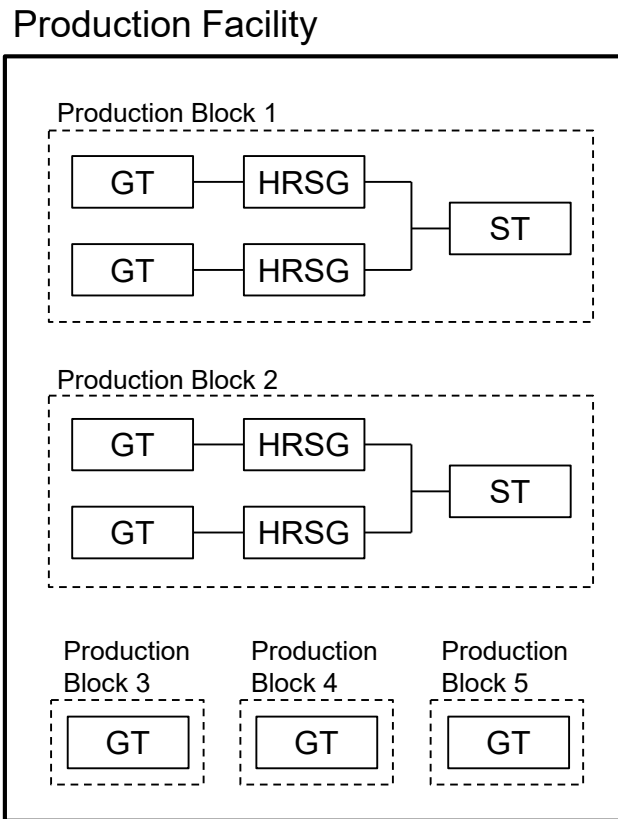


<sup>1</sup> Illustrations are provided for a Price Maker, non-Autogenerator Production Facility.

**1.2. Acceptable Production Block formation**

1.2.1 Examples of acceptable Production Block formation within the Production Facility shown in Annex E-1: Figure 1 are shown in Annex E-1: Figure 2.

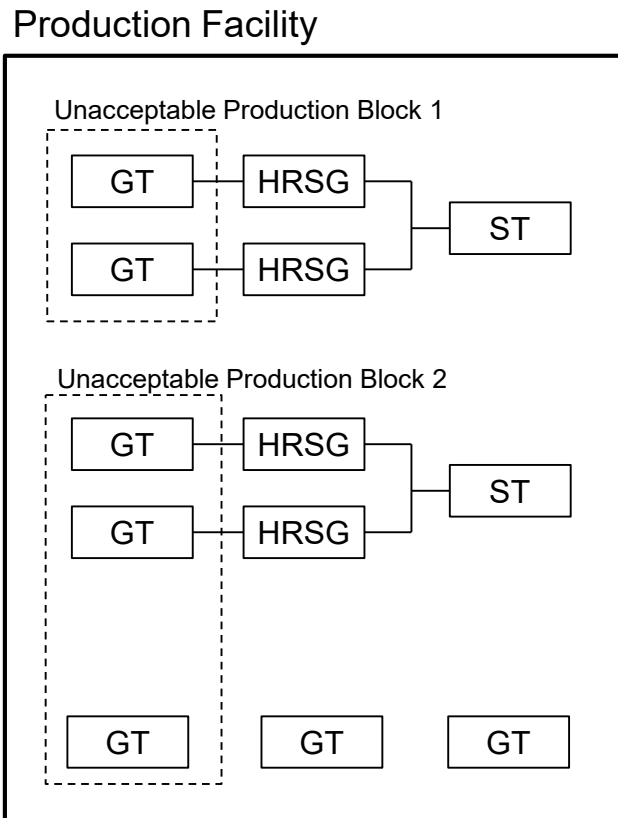
**Annex E-1: Figure 2 – Examples of acceptable Production Blocks**



**1.3. Unacceptable Production Block formation**

1.3.1 Examples of unacceptable Production Block formation within the Production Facility shown in Annex E-1: Figure 1 are shown in Annex E-1: Figure 3.

**Annex E-1: Figure 3 – Examples of unacceptable Production Blocks**



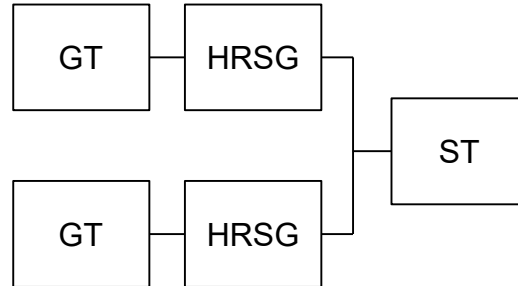
Not compatible with Section E.2.3

## 2. PRODUCTION UNIT EXAMPLES

### 2.1. *Illustrative Production Block*

2.1.1 The illustrative Production Block used in all subsequent examples is a '2-into-1' CCGT block, as shown in Annex E-1: Figure 4.

**Annex E-1: Figure 4 – Illustrative Production Block**

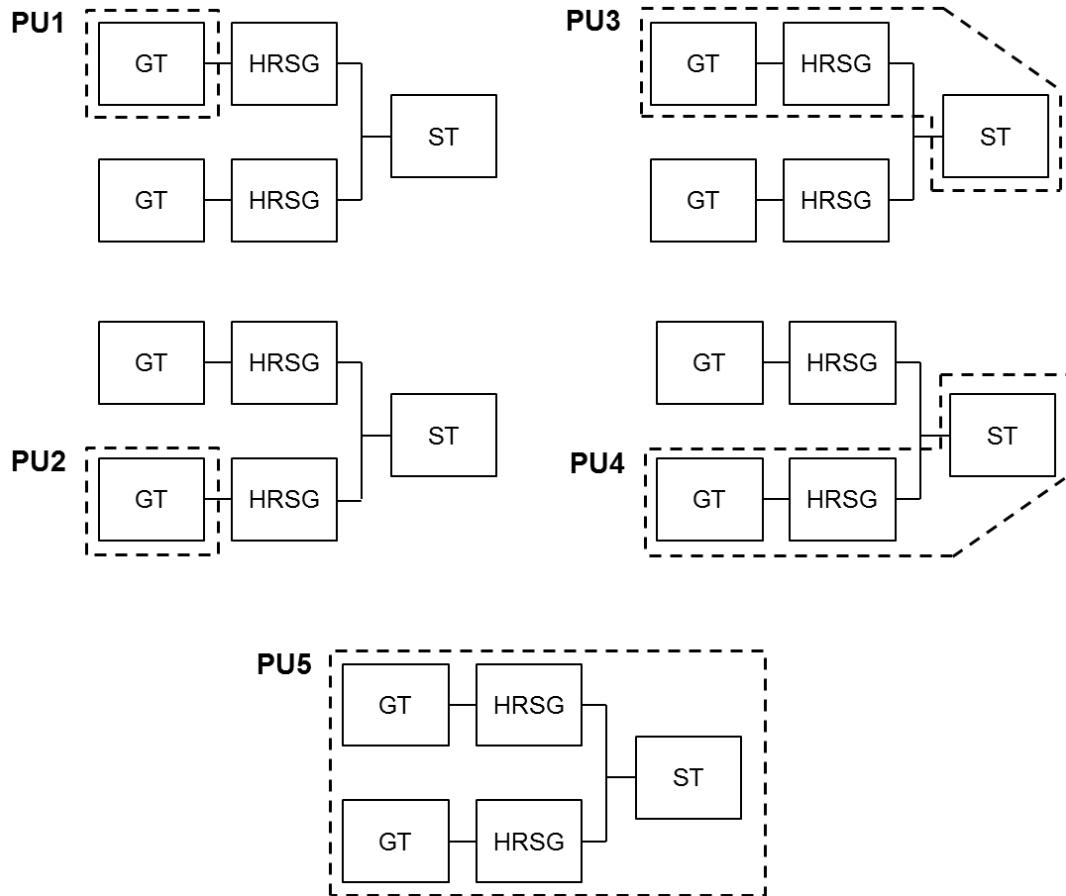




**2.2. Acceptable Production Unit formation**

2.2.1 Annex E-1: Figure 5 shows the five acceptable Production Units in the illustrative Production Block from Annex E-1: Figure 4.

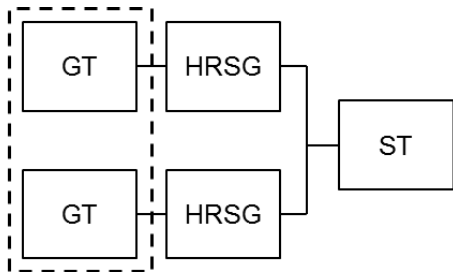
**Annex E-1: Figure 5 – Acceptable Production Units**



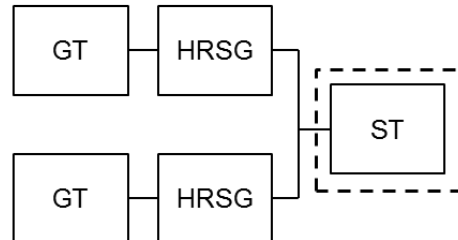
**2.3. Unacceptable Production Unit formation**

2.3.1 Examples of unacceptable Production Unit formation within the Production Block shown in Annex E-1: Figure 4 are shown in Annex E-1: Figure 6.

**Annex E-1: Figure 6 – Examples of unacceptable Production Units**



Not operationally interdependent



ST cannot be operated without a GT being on (assuming no auxiliary source of steam e.g. boilers)

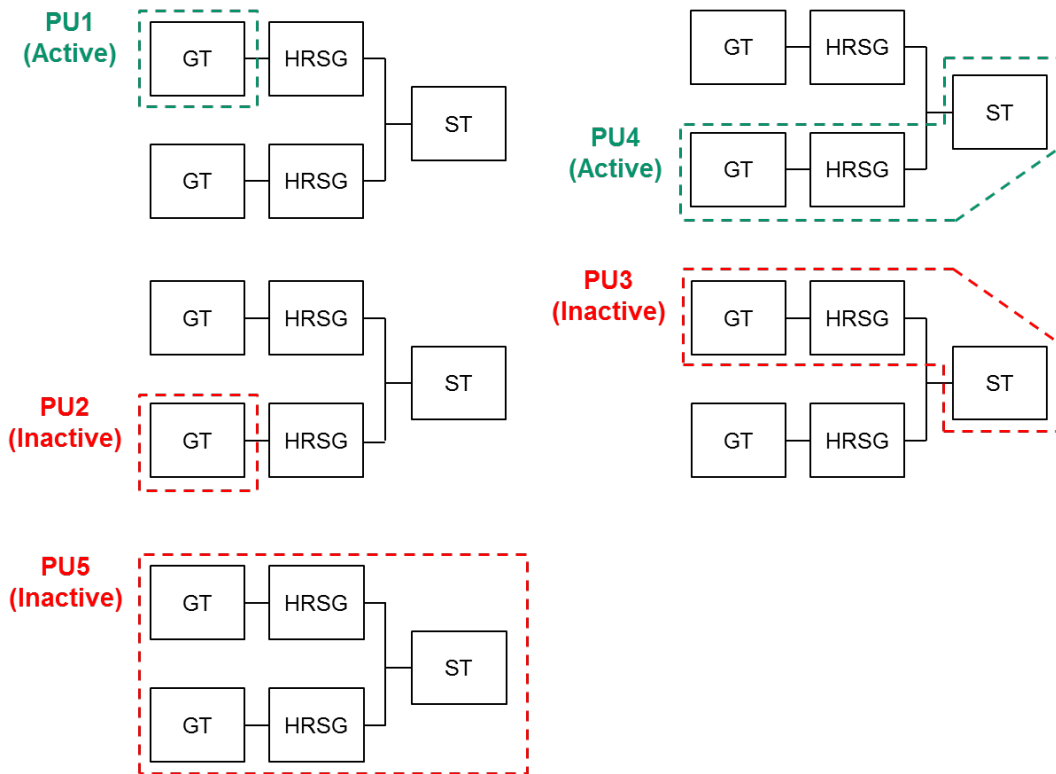
**3. CONFIGURATION EXAMPLES**

**3.1. Acceptable Configurations formation**

3.1.1 Annex E-1: Figure 7 shows an acceptable Configuration of the Production Block defined in Annex E-1: Figure 4.

3.1.2 Annex E-1: Figure 8 lists all of the acceptable Configurations of the Production Block defined in Annex E-1: Figure 4.

**Annex E-1: Figure 7 – Example of an acceptable Configuration**



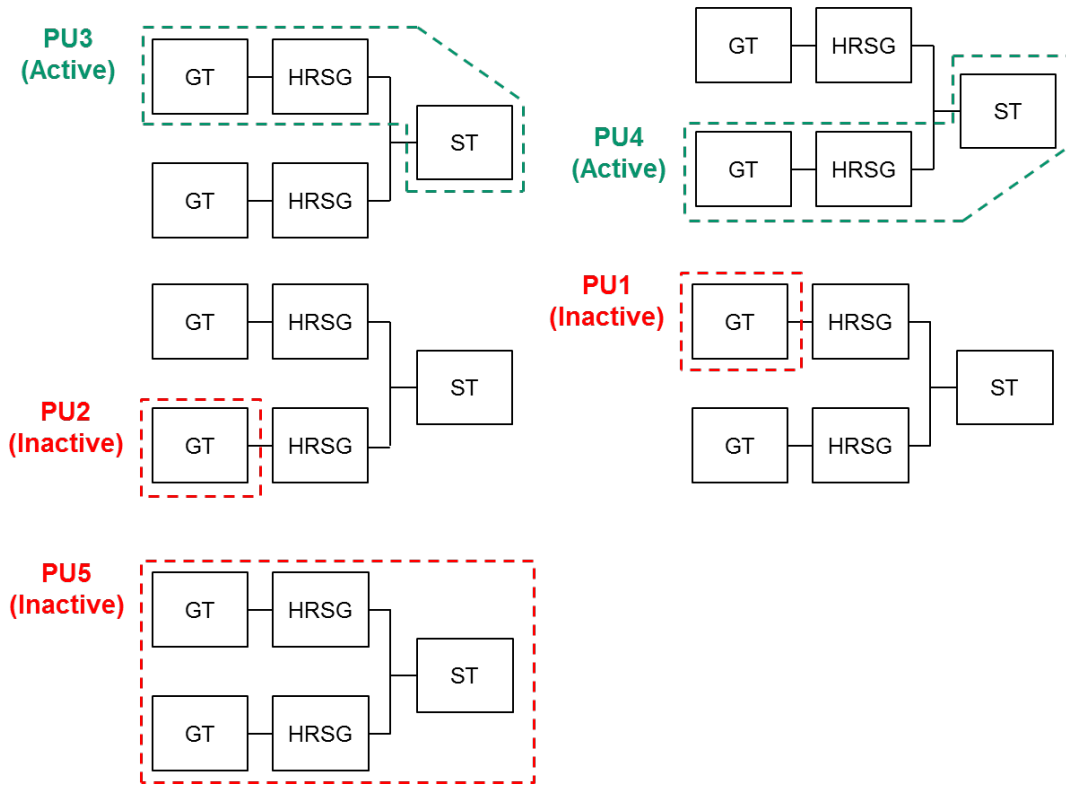
### Annex E-1: Figure 8 – List of all acceptable Configurations

	PU1	PU2	PU3	PU4	PU5
<b>Configuration</b>	<i>GT1</i>	<i>GT2</i>	<i>GT1+ST</i>	<i>GT2+ST</i>	<i>GT1+GT2+ST</i>
<b>A</b>	Inactive	Inactive	Inactive	Inactive	Inactive
<b>B</b>	Active	Inactive	Inactive	Inactive	Inactive
<b>C</b>	Inactive	Active	Inactive	Inactive	Inactive
<b>D</b>	Active	Active	Inactive	Inactive	Inactive
<b>E</b>	Inactive	Inactive	Active	Inactive	Inactive
<b>F</b>	Inactive	Inactive	Inactive	Active	Inactive
<b>G</b>	Active	Inactive	Inactive	Active	Inactive
<b>H</b>	Inactive	Active	Active	Inactive	Inactive
<b>I</b>	Inactive	Inactive	Inactive	Inactive	Active

**3.2. Unacceptable Configurations formation**

3.2.1 Annex E-1: Figure 9 shows an example of an unacceptable Configuration of the Production Block defined in Annex E-1: Figure 4.

**Annex E-1: Figure 9 – Example of an unacceptable Configuration**



Not compatible with Section E.2.8

## F. METERING

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## **F.1. INTRODUCTION TO THIS SECTION**

### ***F.1.1. General***

F.1.1.1 This Section of the Market Rules sets out:

- (a) the Pool Metering Requirements;
- (b) the requirement for Data Aggregation Rules;
- (c) Meter Data submission requirements; and
- (d) the requirement to determine Metered Quantities.

### ***F.1.2. Key functions of Parties***

F.1.2.1 In this Section:

- (a) Participants are required to:
  - (i) comply with the Pool Metering Requirements; and
  - (ii) develop Data Aggregation Rules and submit them to the MO;
- (b) the Market Operator is required to:
  - (i) approve Data Aggregation Rules; and
  - (ii) determine the Metered Quantity bases on Meter Data and Data Aggregation Rules.

### ***F.1.3. Annexes to this Section***

F.1.3.1 This Section refers to no Annexes.

### ***F.1.4. Approved Methodologies and MRPs***

F.1.4.1 This Section refers to no Approved Methodologies.

F.1.4.2 This Section refers to no MRPs.

## **F.2. POOL METERING REQUIREMENTS**

### ***F.2.1. General***

F.2.1.1 Each Generator must at all times comply with the Pool Metering Requirements in connection with its Production Facilities.

F.2.1.2 The **Pool Metering Requirements** are:

- (a) the requirements of the Metering and Data Exchange Code, as applicable to a particular Production Facility and the Metering Systems associated with the Production Facility, for the purposes of the Market Rules; and
- (b) the requirements in Section F.3 as to Data Aggregation Rules.

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F.2.1.3 The Pool Metering Requirements include:

- (a) requirements as to the accuracy, design, installation, operation, maintenance, testing, calibration and verification of, and availability of check metering within, Metering Systems;
- (b) requirements to notify details of Metering Systems to the Market Operator;
- (c) requirements as to units in which and frequency and intervals at which Active Energy is measured, and the frequency at and means by which Meter Data are submitted to the Market Operator for use in Settlement;
- (d) the basis on which adjustments or corrections in respect of Meter Data may be made following any testing or verification, or other discovery of any error in operation, of Metering Systems, and such adjusted or corrected Meter Data used in Settlement.

**F.2.2. Demand Side Units**

F.2.2.1 In relation to a Demand Side Unit:

- (a) the metering requirements for the purposes of the Pool shall be as provided in the Demand Side Arrangements; and
- (b) the Power Procurer shall comply or procure compliance with such metering requirements.

**F.3. DATA AGGREGATION RULES**

**F.3.1. Requirement for Data Aggregation Rules**

F.3.1.1 For each Production Facility, there must at all times be approved Data Aggregation Rules in accordance with this Section F.3.

F.3.1.2 **Data Aggregation Rules** are rules for determining Output from Meter Data derived from the Metering Systems installed at a Production Facility, including for estimation of data in the absence of Meter Data, such that the following requirements are satisfied for the Production Facility:

- (a) Output is determined for each Trading Period;
- (b) Output is capable of being determined for each Production Unit within each Configuration of each Production Block;
- (c) Output is stated at the Pool Boundary;
- (d) in relation to each Transition, Output is determined for the Transitional Pool Scheduling Unit;
- (e) where applicable, Output is determined consistent with the provisions of Section I.3.2;
- (f) subject to Section F.3.1.2(e), Output is determined:



- (i) net of consumption (apart from Self Supply, which is covered in Section F.3.1.2(e)) of the Production Facility, and
  - (ii) gross of consumption of any installation forming part of the Transmission System in which electricity produced by the Production Facility is consumed before the point at which such electricity is metered;
- and such consumption:
- (iii) attributable to a specific GenSet is allocated to that GenSet;
  - (iv) not attributable to a specific GenSet is allocated between Production Units in a manner which appropriately reflects the physical electricity flows;
- (g) consumption or production which is not separately metered is estimated to accepted standards of estimation (but this is not to be taken as relieving a Generator from any other requirement under the Pool Metering Requirements);
  - (h) in a case where electricity may be imported by the Generator from the Main Interconnected System to satisfy:
    - (i) consumption of the Production Facility, or
    - (ii) in the case of an Autogenerator Production Facility, other Demand

and whether or not such import is separately metered, Output is determined either with or without the deduction of such import, on a consistent basis, approved by the Authority.

F.3.1.3 Data Aggregation Rules must be sufficient to enable the Market Operator objectively to determine, by reference to Meter Data and other Data submitted by the Generator in accordance with Section F.3.1.4, the Metered Quantity for each Production Unit for each Trading Period.

F.3.1.4 Without limitation of Section F.3.1.3, Data Aggregation Rules shall include:

- (a) a specification of:
  - (i) the Meter Data (obtained from the relevant Metering Systems) upon which such rules operate, specified by reference to the details of the Metering Systems registered with the Transmission Company and made available to the Market Operator under the Grid Code (**Required Meter Data**); and
  - (ii) any other input Data which is necessary (in any Configuration for any Production Block) for such rules to operate (**Other Required Data**);
- (b) a specification of the Data (as to Output) which the application of such rules is to provide, specified by reference to each Production Unit within each Configuration for each Production Block which is Registered with the Market Operator.

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**F.3.2. Establishing Data Aggregation Rules**

- F.3.2.1 The Generator shall, when applying to Register a Production Facility in accordance with Section E.4, prepare and submit, as part of its application, proposed Data Aggregation Rules, for approval by the Market Operator.
- F.3.2.2 Where a Generator submits proposed Data Aggregation Rules or any revision of such Data Aggregation Rules:
- (a) the Market Operator shall review the proposed Data Aggregation Rules;
  - (b) if the Market Operator considers that the proposed Data Aggregation Rules do not comply with the requirements in Section F.3.1, or that the Generator has not provided sufficient information to enable the Market Operator to approve the proposed Data Aggregation Rules, or that the proposed Data Aggregation Rules should not be approved for any other reason, the Market Operator shall so inform the Generator and discuss with the Generator with a view to resolving the matter;
  - (c) if the Market Operator is satisfied that the proposed Data Aggregation Rules (as they may have been amended following discussions under Section F.3.2.2(b)) should be approved, the Market Operator shall approve the Data Aggregation Rules by notice to the Generator.
- F.3.2.3 If any question arises as to whether proposed Data Aggregation Rules should be approved, and such question is not settled (to the satisfaction of the Generator, the Power Procurer and the Market Operator) by discussions under Section F.3.2.2(b), such question shall be decided by the Authority in accordance with Section C.7.2.
- F.3.2.4 A Generator shall:
- (a) prepare revised Data Aggregation Rules upon any change in its Metering Systems or Production Facility which requires such revision, so that the requirements in Section F.3.1 continue to be satisfied following such change, and submit the revised proposed Data Aggregation Rules to the Market Operator for approval;
  - (b) not make or implement any change to the Data Aggregation Rules except:
    - (i) as required by Section F.3.2.4(a), or
    - (ii) to satisfy any requirement in Section F.3.1 which is not satisfied by the prevailing Data Aggregation Rules, or
    - (iii) as approved by the Market Operator.
- F.3.2.5 A reference to the Data Aggregation Rules in relation to a Production Facility is to the prevailing Data Aggregation Rules approved by the Market Operator or in accordance with a decision of the Authority in accordance with this Section F.3.2.

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## **F.4. SUBMISSION OF METER DATA AND DETERMINATION OF METERED QUANTITY**

### ***F.4.1. Required Data***

F.4.1.1 The Generator shall, for each Trading Day, in compliance with the Pool Metering Requirements:

- (a) obtain, and
- (b) by 10:00 one day after the Trading Day submit to the Market Operator and the Transmission Company

the Required Meter Data for each Trading Period  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ , and all (if any) Other Required Data or any change to prevailing Other Required Data.

F.4.1.2 If, in accordance with any provision of the Pool Metering Requirements:

- (a) there is any change to the Meter Data or other Data submitted by a Generator in accordance with Section F.4.1.1; or
- (b) in a case where any Required Meter Data or Other Required Data was not submitted in accordance with Section F.4.1.1, such Data is later obtained by or becomes available to the Generator

the Generator shall, subject to Section F.4.1.3, promptly submit such Data or changed Data to the Market Operator and the Transmission Company.

F.4.1.3 If the submission of Data or changed Data as required by Section F.4.1.2 would occur later than 2 hours before the Confirmed Market Schedule Run, the Generator shall comply with Section F.4.1.2 by raising a Settlement Query in accordance with Section P.5.

F.4.1.4 Data Records in respect of Meter Data and other Data shall be submitted by Data Communications in accordance with the applicable provisions of Section H.

### ***F.4.2. Determination of Metered Quantity***

F.4.2.1 The Market Operator shall, for each Dispatched Production Unit, including Production Units that are Under Test, or in the case of a Price Taker Production Unit, for the relevant Production Block, within each Production Facility, and for each Trading Period  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ :

- (a) apply the relevant Data Aggregation Rules to the Required Meter Data and Other Required Data received from the Generator by the time required under Section F.4.1.1; and
- (b) by 12:00 one day after the Trading Day, determine the Metered Quantity  $MQ_{uh}$ .

F.4.2.2 If any Required Meter Data or Other Required Data is not submitted by the time required in accordance with Section F.4.2.1, the Market Operator may estimate the missing Data, in accordance with any estimation

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provisions in the Data Aggregation Rules and otherwise in its reasonable discretion, but without prejudice to the application of Administered Pricing in a case where it applies in accordance with Section L.

- F.4.2.3 Upon the submission of Data or changed Data as provided in Section F.4.1.2, the Market Operator shall apply the Data Aggregation Rules and determine revised Metered Quantity(ies) for the relevant Production Units.

**F.4.3. Demand Side Units**

- F.4.3.1 For each Trading Period  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ , and for each Demand Side Unit, the Power Procurer shall, by 12:00 one day after the Trading Day:

- (a) determine in accordance with the Demand Side Arrangements and on the basis of then-prevailing applicable Data, the Metered Quantity  $MQ_{uh}$ ; and
- (b) submit the Metered Quantity  $MQ_{uh}$  to the Market Operator.

- F.4.3.2 The Power Procurer shall determine revised Metered Quantities for a Demand Side Unit where so provided in, and in accordance with, the Demand Side Arrangements.

**F.4.4. Negative Metered Quantities**

- F.4.4.1 If the Metered Quantity for a Production Unit is negative it will be set to zero by the Market Operator for the purposes of the Market Rules.

**F.4.5. Transitions**

- F.4.5.1 In addition to the Data provided in Section F.4.1.1, the Generator shall send to the Market Operator sufficient information to determine the value of the Outturn Transition Integer for each Transition  $t$  in Production Block  $b$  in Trading Period  $h$ .

- F.4.5.2 The Outturn Transition Integer ( $OT_{tbh}$ ) in relation to Transition  $t$  in Production Block  $b$  in Trading Period  $h$  takes values as follows:

- (a)  $OT_{tbh} = 1$  if Transition  $t$  commenced in outturn in Trading Period  $h$ ;  
or
- (b)  $OT_{tbh} = 0$  otherwise.

## **G. RULE GOVERNANCE AND MODIFICATIONS PROCESS**

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## **G.1. INTRODUCTION TO THIS SECTION**

### ***G.1.1. General***

G.1.1.1 This Section of the Market Rules sets out:

- (a) the role of the Market Advisory Committee to consider any proposals for the modification of the Market Rules;
- (b) provisions establishing the Parties and other persons that have a right to propose a modification to the Market Rules;
- (c) the grounds on which a Modification Proposal may be rejected;
- (d) the procedures to be followed, and considerations to be taken into account, in order to report to the Authority, in order for it to determine whether to approve any modification of the Market Rules under a Modification Proposal; and
- (e) the method by which the Market Operator implements any approved Modification of the Market Rules.

### ***G.1.2. Key functions of Parties in this Section***

G.1.2.1 In this Section:

- (a) Parties, Prospective Parties and the Authority may make Modification Proposals to the Market Operator;
- (b) The Market Operator may reject certain Modification Proposals if they are not compliant with the requirements of the Market Rules for Modification Proposals or are considered tenuous;
- (c) The Market Advisory Committee coordinates and supports the Market Operator in the development, processing and assessment of Modification Proposals;
- (d) the Market Operator determines whether Modification Proposals are urgent and so require a process reflecting that urgency;
- (e) the Market Advisory Committee, or where its members cannot agree, the Market Operator, reports to the Authority on Modification Proposals;
- (f) such reports on Modification Proposals address whether or not, if the Modification is implemented, changes might be required to the Grid Code or any Approved Methodology;
- (g) the Authority determines whether Modifications proposed in Modification Proposals reported on to it should be made and, if they should, the timing of their effectiveness and any conditions for their implementation; and
- (h) the Market Operator records and publishes all approved Modifications and maintains all relevant versions of the Market Rules.

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**G.1.3. Annexes to this Section**

G.1.3.1 This Section refers to the following Annex:

- (a) Annex G-1: Form of Modification Proposal.

**G.1.4. Approved Methodologies and MRPs**

G.1.4.1 This Section refers to no Approved Methodologies.

G.1.4.2 This Section refers to no MRPs.

**G.2. MODIFICATIONS – BASIC RULES**

G.2.1.1 Modifications to the Market Rules shall only be made in accordance with the procedures set out in this Section G.

**G.3. MARKET ADVISORY COMMITTEE****G.3.1. Functions of the Market Advisory Committee**

G.3.1.1 The functions of the Market Advisory Committee under this Section G shall be to assist and advise the Market Operator in:

- (a) co-ordinating the efficient consideration and discussion by Parties and any Prospective Parties of each Modification Proposal to facilitate the development and processing of that Modification Proposal;
- (b) assessing Modification Proposals and their impact on the Market Rules, having regard to the Pool Objectives;
- (c) co-ordinating the efficient processing of Modification Proposals with proposed modifications of other industry documents (including the Grid Code), or with modifications of the Sector Law proposed by the Government and requesting that Modification Proposals are made by the Market Operator in order to reflect any changes that have been or are so proposed to be made to those documents;
- (d) if requested by the Market Operator, advising it on whether Modification Proposals received:
  - (i) are or are not compliant with the requirements of the Market Rules for Modification Proposals; or
  - (ii) are tenuous (as defined in Section G.4.2.2 below);
- (e) consulting on Modification Proposals as required;
- (f) compiling reports on Modification Proposals for the Market Operator;
- (g) recommending any changes that may need to be made to the Grid Code following a Modification Proposal; and
- (h) identifying any related or consequential changes to the Market Rules Procedures (or any other procedures agreed in accordance

with these Market Rules) which do not in themselves constitute Modifications that should be considered in respect of any Modification Proposal;

all with a view to ensuring that the Modifications Process facilitates the better achievement of the Pool Objectives.

#### **G.4. MODIFICATION PROPOSALS**

##### **G.4.1. *Making Modification Proposals***

G.4.1.1 The following entities may make a Modification Proposal:

- (a) any Party;
- (b) the Authority; and
- (c) any Prospective Party.

G.4.1.2 Each Modification Proposal shall be submitted to the Market Operator and:

- (a) shall summarise the proposed Modification;
- (b) may, but there shall be no requirement to, propose fully-termed drafting for such Modification;
- (c) shall explain the reasons for the Modification Proposal, including why it is consistent with the Pool Objectives;
- (d) shall identify who the Modification Proposal is submitted by and with whose support;
- (e) shall be in the required format as determined in accordance with the Annex G-1; and
- (f) shall be clear and substantiated with appropriate detail.

G.4.1.3 The Market Operator may reject any Modification Proposals that do not meet these requirements.

G.4.1.4 The entity submitting a Modification Proposal, or the Secretariat acting on behalf of the proposing entity may, upon the agreement of the MAC, withdraw a Modification Proposal at any stage prior to the draft report under Section G.4.3.7(f) in respect of the Modification Proposal.

G.4.1.5 Before permitting a Prospective Party to participate in the procedures relating to the approval of a Modification Proposal set out in this Section G and as a condition of it doing so, the Market Operator may require such Prospective Party to provide written undertakings of confidentiality with regard to the information provided to such Prospective Party in respect of the Modification Proposal.

##### **G.4.2. *Developing and assessing proposals – Market Operator powers***

G.4.2.1 The Market Operator has the power to reject any Modification Proposal, that:



- (a) is not compliant with the requirements of the Market Rules for Modification Proposals; or
- (b) it considers tenuous (as defined in Section G.4.2.2 below);

provided that it has discussed such matters with the MAC and the entity submitting the Modification Proposal. The Market Operator shall maintain a record of all Modification Proposals rejected by it as tenuous and shall include details of them in its Annual Market Report pursuant to Section C.4.5.2(f).

G.4.2.2 The term 'tenuous', when used in this Section G about a Modification Proposal, shall mean any proposal that the Market Operator:

- (a) does not consider the Authority would be likely to approve and so which does not justify the resource commitment required to put the Modification Proposal through the normal assessment process; or
- (b) considers is related to Modification Proposals that are already in the process of being considered or would reverse previous Modifications and is considered to be likely to frustrate the operation of the Modifications Process or the Market Rules generally.

G.4.2.3 The Market Operator shall, by notice to the Secretariat, and the MAC, have the power to make reasonable variations to the standard timetable for Modification Proposals set out in Section G.4.3.7, by reference to the nature or complexity of any Modification Proposal, the fact, if it be so, that the Modification Proposal has been made by a Prospective Party, or any other exceptional factors.

### **G.4.3. *Developing and assessing proposals – standard process***

G.4.3.1 The Secretariat shall, as soon as practicable after receipt of a compliant Modification Proposal in accordance with Section G.4.1.2 above, and after having determined pursuant to Section G.4.3.4 that the Modification Proposal should not be rejected, circulate the relevant Modification Proposal to the Parties, any Prospective Parties and the Authority and invite such persons to submit initial representations on the Modification Proposal within 15 Business Days.

G.4.3.2 The MAC shall discuss a Modification Proposal at its next meeting, or, if the next meeting is not scheduled within 20 Business Days of receipt of a compliant Modification Proposal, at a meeting convened specifically for that purpose, and notified to the Parties, any Prospective Parties and the Authority by the Secretariat.

G.4.3.3 The proposing entity or its representative shall be entitled to present the Modification Proposal at the MAC meeting at which it is to be initially considered.

G.4.3.4 Prior to referring any Modification Proposal to the MAC for discussion, the Market Operator shall, for each Modification Proposal, first determine:

- (a) whether or not such Modification Proposal is compliant, and, if not, whether to:

- (i) reject such proposal; or
  - (ii) request the re-submission of such Modification Proposal; and
- (b) whether or not such Modification Proposal is tenuous (as defined in Section G.4.2.2) and, if so, reject such Modification Proposal;
- (c) whether or not any modification of an Approved Methodology may be appropriate if the proposed Modification were made; and

the Market Operator shall report its determination, in each case, to the Authority and the entity proposing the Modification Proposal. Where, under (c) above, the Market Operator determines that the modification of an Approved Methodology may be appropriate if the proposed Modification were made, it shall additionally report its determination to the Party that prepared such Approved Methodology and seek such Party's opinion as to whether the modification of an Approved Methodology is appropriate.

- G.4.3.5 The Market Operator may, in consultation with the MAC, establish a working group to develop the detail of a Modification Proposal. At the conclusion of the working group a recommendation shall be provided to the MAC.
- G.4.3.6 The Market Operator may, in consultation with the MAC, decide to develop Modification Proposals and, where there are two or more on-going Modification Proposals, determine whether to combine the procedures by which such Modification Proposals are assessed into a single procedure. Modified or combined Modification Proposals shall reference the original Modification Proposals.
- G.4.3.7 Save to the extent determined otherwise by the Market Operator in accordance with Section G.4.2.3, Modification Proposals shall be conducted in accordance with the following standard process:
- (a) Within 10 Business Days of publication by the Secretariat of the Market Operator's determination under Section G.4.3.4, the Market Operator shall, following discussion with the MAC, provide the Parties, any Prospective Parties and the Authority with details of, and publish, the process and timetable for the Modification Proposal (including its grounds for any departure from the standard process and timetable set out in this Section G.4.3.7) and invite representations on the Modification Proposal.
  - (b) The Market Operator's notice shall indicate whether the Modification Proposal needs development and, if it does, the process and timetable for the development and the subsequent re-circulation of a revised Modification Proposal.
  - (c) If applicable, the Market Operator shall re-circulate a revised and developed Modification Proposal, in accordance with Section G.4.3.7(b) above.
  - (d) The Parties and any Prospective Parties shall provide representations to the MAC within 10 Business Days.

- (e) The MAC shall discuss a Modification Proposal and representations at its next meeting, or, if the next meeting is not scheduled within 20 Business Days, at a meeting convened specifically for that purpose.
- (f) The MAC shall issue a draft report (see below) to the Parties, any Prospective Parties and the Authority within 15 Business Days of such meeting taking place, or such later date as specified by the Market Operator, and may re-issue subsequent drafts if necessary with an explanation of what, if anything, has changed since any previous version.
- (g) The Parties, any Prospective Parties and the Authority may make further representations by a specified date set out in the draft report.
- (h) The MAC (or if the MAC cannot agree a report, the Secretariat) shall issue a final report to the Authority, the Parties, and any Prospective Parties taking into account the representations received.
- (i) The Market Operator and the Authority have the discretion to provide for repeat or additional steps, depending on the nature, complexity and maturity of the Modification Proposal.

G.4.3.8 The Market Operator (in consultation with the MAC) shall develop full legal drafting of the Modification Proposal.

#### **G.4.4. *Developing and assessing proposals – urgent modifications***

G.4.4.1 An entity submitting a Modification Proposal may mark a Modification Proposal as "urgent". An entity submitting a Modification Proposal marked "urgent" shall submit the Modification Proposal to the Market Operator and to the Authority.

G.4.4.2 Where the Market Operator receives a Modification Proposal which is marked "urgent", it shall determine whether it agrees that such Modification Proposal should be treated as urgent by reference to the principles set out in Section G.4.4.3. Where the Market Operator does not agree that such Modification Proposal should be treated as urgent, the Market Operator shall refer the matter to the Authority which shall determine whether or not it shall be treated as urgent.

G.4.4.3 A Modification Proposal shall be determined to be urgent by the Market Operator and/or the Authority where, if such Modification is not made, it can reasonably be anticipated that the event or circumstance with which the Modification Proposal is concerned would imminently:

- (a) threaten or prejudice the safety, security or reliability of supply of electricity; or
  - (b) unduly interfere with, disrupt or threaten the operation of the Pool,
- or if a Modification is required to correct an obviously material error or inconsistency in the Market Rules.

G.4.4.4 If the Modification Proposal has not been marked as urgent but the Market Operator considers the Modification Proposal to be urgent and the Authority agrees, the Modification Proposal shall be treated as urgent.

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The Market Operator shall consult with the MAC about the urgency of Modification Proposals as much as practicable. The MAC may accelerate or abbreviate the standard timetable set out in Section G.4.3.7 for urgent Modification Proposals and the Authority shall approve the urgent Modification Proposal process and timetable.

#### **G.4.5. *Alternative Modification Proposals***

- G.4.5.1 If any person does not agree with a Modification Proposal, it may make representations under Section G.4.3.7(d) as to how to change or improve the Modification Proposal (but may not make an alternative Modification Proposal in respect of substantially the same subject matter), which if received in sufficient time to be considered within the MAC's plans for progressing the initial original Modification Proposal, may be considered together with the initial original Modification Proposal.
- G.4.5.2 If the Authority or MAC consider that a Modification Proposal should be modified to better achieve the Pool Objectives, it may propose an alternative. The MAC may decide to combine the procedure for assessing the alternative Modification Proposal with the procedure for assessing the initial original Modification Proposal.

#### **G.4.6. *Consolidation of related Modification Proposals***

- G.4.6.1 The MAC may decide to combine the procedure for hearing any Modification Proposal which appears to raise common issues with another Modification Proposal that has not been rejected.

### **G.5. MODIFICATION DETERMINATIONS**

#### **G.5.1. *Final Modification report***

- G.5.1.1 The MAC's final report shall include:
- (a) a report of the views of all MAC members including their reasons, based on what would be best to achieve the Pool Objectives, and whether or not there is consensus on the Modification Proposal;
  - (b) the final proposed legal text;
  - (c) the proposed process and timetable for the implementation of the Modification (if applicable) and a cost / resource requirements assessment;
  - (d) details of the original Modification Proposal and any alternative Modification Proposals, and an explanation of how the Modification Proposal has been developed;
  - (e) all representations of the Parties, and any Prospective Parties which made the Modification Proposal, (in favour, indifferent and dissenting) including those representations made by experts and outside consultants and such other matters the Authority may have notified to the MAC during the Modification Proposal process. A summary of such representations shall be set out in the final report with copies also attached in an appendix to the final report);

- 
- (f) the views of the Market Operator in respect of the Modification Proposal;
  - (g) a statement of whether the Modification is only to be implemented following the satisfaction of any conditions, for example, a change to the Sector Law or the Grid Code; and
  - (h) an opinion as to whether an Approved Methodology requires modification as a result of the Modification issued by the Party that prepared such Approved Methodology following a request for such opinion under Section G.4.3.4.

G.5.1.2 The final report shall be issued by the MAC to the Authority, the Parties, and any Prospective Parties which made the Modification Proposal.

G.5.1.3 If the MAC is not able to agree a final report, the Market Operator shall prepare and submit to the Authority the final report, containing the items listed in Section G.5.1.1 together with an explanation of why the MAC could not agree a final report.

### **G.5.2. Role of the Authority**

G.5.2.1 The Authority has the power to approve, or not approve, all Modifications. No Modification shall come into effect unless it has been approved by the Authority and such Modification shall be implemented in accordance with the timetable and on the terms approved, or otherwise specified, by the Authority.

G.5.2.2 The Authority has the power to reject any Modification Proposal.

G.5.2.3 The Authority has the power to approve the urgent Modification Proposal process and timetable for consideration of the urgent Modification Proposal.

G.5.2.4 Following receipt of a final report of the MAC, the Authority shall decide whether to:

- (a) approve the Modification;
- (b) not approve the Modification; or
- (c) direct the MAC that further work is required in respect of the Modification Proposal concerned in the final report, extending the timetable if necessary.

G.5.2.5 The Authority may provide guidance to the MAC and the Market Operator during the Modification Proposal process and of what the MAC's final report should address.

G.5.2.6 The Authority may specify a procedure to be followed in relation to a Modification Proposal in respect of which it has received a MAC final report and the Parties and any Prospective Parties shall each comply with any such procedure.

G.5.2.7 The Authority may publish any decision made by it under this Section G.5.2, if it chooses.

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## **G.6. IMPLEMENTATION**

- G.6.1.1 Following the decision of the Authority to approve or not approve a Modification:
- (a) the Market Operator shall publish the Authority's decision promptly, and in any event no later than 2 Business Days following such decision; and
  - (b) in the case of an approval, the Modification shall, unless otherwise specified in the Authority's approval, become effective within 2 Business Days of the publication of such approval in Section G.6.1.1(a), or as directed by the Authority.
- G.6.1.2 An Authority approval notice shall specify when such Modification is to become effective. The timetable and any conditions for implementation of the Modification shall be as set out in the final report issued by the MAC unless otherwise directed by the Authority, after consultation with the Market Operator, in its approval notice.
- G.6.1.3 All Parties shall be bound by the Modification.
- G.6.1.4 The Market Operator shall ensure that the manner in which its records are maintained and published shall enable a Party or other person to ascertain at all times:
- (a) the version of the Market Rules which is or was in force at any given time; and
  - (b) the date upon which each Modification came into effect and its implementation date.
- G.6.1.5 Without prejudice the generality of Section G.6.1.4, the Market Operator shall, at the end of each calendar quarter, publish:
- (a) a version of the Market Rules incorporating all approved Modification(s) implemented (being the version in force) by the first date of such calendar quarter; and
  - (b) a document setting out all further Modification(s) approved during such calendar quarter, but not incorporated in the version of the Market Rules published in accordance with Section G.6.1.5(a) above.
- G.6.1.6 Without prejudice the generality of Section G.6.1.4, the Market Operator shall, at all times, ensure that a complete list of all Modifications (whether (i) approved, (ii) rejected; (iii) in effect but not yet implemented; or (iv) proposed but still under consideration) are made accessible and available for inspection by all persons.
- G.6.1.7 The Market Operator shall allocate each revision of the Market Rules with a unique reference number for identification purposes and clearly mark such unique reference number on any updated set of Market Rules published under Section G.6.1.4 or Section G.6.1.5. The Market Operator shall keep complete and accurate records of all versions of Market Rules superseded by a Modification, in both hard and soft copy.

G.6.1.8 Where the modification of an Approved Methodology is required as a result of any approved Modification, the Party that prepared such Approved Methodology shall make such amendments in accordance with Section C.7.3.

### **G.6.2. Appeals**

G.6.2.1 If any Party or any Prospective Party does not accept the decision of the Authority to approve, or not approve, a Modification, such Party or Prospective Party may appeal the Authority's decision in accordance with the Sector Law.

### **G.6.3. Miscellaneous**

G.6.3.1 The Market Operator shall publish information relating to the Modifications Process, and on the status of each Modification Proposal and the implementation of each Modification.

G.6.3.2 The Market Operator shall provide regular reports to the Authority as to the status of any Modification Proposals, and the implementation of any approved Modifications.

G.6.3.3 By submitting a Modification Proposal, a Party or a Prospective Party waives any rights in respect of intellectual property contained therein.

G.6.3.4 No Modification Proposal shall have retrospective effect unless and to the extent:

- (a) agreed in writing by all the Parties and approved by the Authority; or
- (b) directed by the Authority on the grounds that unless the Modification Proposal has retrospective effect, the interests of one or more of the Parties would be severely and unfairly prejudiced.

## **G.7. PROSPECTIVE PARTIES**

G.7.1.1 Notwithstanding that this Section G specifies how Modification Proposals made by a Prospective Party shall be processed, no Prospective Party shall have any rights in respect of or be entitled to enforce the Market Rules. No Party shall owe any obligation pursuant to the Market Rules to any Prospective Party.

## AS PART OF ANNEX G

## ANNEX G-1 – FORM OF MODIFICATION PROPOSAL

MODIFICATION PROPOSAL FORM			
<b>Proposer</b> <i>(Company)</i>	<b>Date of receipt</b> <i>(assigned Market Advisory Committee)</i>	<b>Type of Proposal</b> <i>(delete as appropriate)</i>	<b>Modification Proposal ID</b> <i>(assigned by Market Advisory Committee)</i>
		<b>Standard / Urgent</b>	
Contact Details for Modification Proposal Originator			
<b>Name</b>	<b>Telephone number</b>	<b>Email address</b>	
Modification Proposal Title			
Documents affected		Section(s) Affected	
Explanation of Proposed Change <i>(mandatory by originator)</i>			
Legal Drafting Change <i>(Clearly show proposed code change using tracked changes, if proposer fails to identify changes, please indicate best estimate of potential changes)</i>			
Modification Proposal Justification <i>(Clearly state the reason for the Modification)</i>			
Pool Objectives Furthered <i>(State the Pool Objectives the Proposal furthers, see Section A.3. for Pool Objectives)</i>			
Implication of not implementing the Modification Proposal <i>(State the possible outcomes should the Modification Proposal not be implemented)</i>			
Market Advisory Committee <i>(State if Market Advisory Committee considered necessary to develop proposal)</i>		Impacts <i>(Indicate the impacts on systems, resources, processes and/or procedures)</i>	
<b>Please return this form to [Market Advisory Committee details]</b>			



## **H. DATA AND COMMUNICATIONS**

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## **H.1. INTRODUCTION TO THIS SECTION**

### ***H.1.1. General***

H.1.1.1 This Section of the Market Rules sets out:

- (a) the rules for exchanging data between Parties to the Market Rules;
- (b) the rules for publication of data and other items by the Market Operator; and
- (c) the rules relating to the communication and IT systems used for the purposes of the Market Rules.

### ***H.1.2. Key functions of Parties in this Section***

H.1.2.1 In this Section:

- (a) Parties other than the Market Operator provide and operate their Party IT Systems;
- (b) the Market Operator operates and maintains the Market IT System, including the Market Register;
- (c) Parties' authorised representatives send and receive Data Records by means of Data Communications via the Market IT System (which interfaces with Party IT Systems) or defined back-up arrangements; and
- (d) the Market Operator:
  - (i) validates Data Communications;
  - (ii) establishes, and all Parties comply with, arrangements for IT security;
  - (iii) establishes and operates the Market Website;
  - (iv) publishes certain data; and
  - (v) maintains Data Records.

### ***H.1.3. Annexes to this Section***

H.1.3.1 This Section refers to the following Annexes:

- (a) Annex H-1: Data Records;
- (b) Annex H-2: Data publications; and
- (c) Annex I-1: Pool activities timeline.

### ***H.1.4. Approved Methodologies and MRPs***

H.1.4.1 This Section refers to no Approved Methodologies

H.1.4.2 This Section refers to the following MRP:

- 
- (a) MRP-H: Data, systems and communications processes.

## H.2. GENERAL

### H.2.1. Scope

H.2.1.1 This Section H applies in respect of:

- (a) the communication of Data Records by one Party to another under the Market Rules;
- (b) the Market Register to be maintained by the Market Operator;
- (c) the systems to be provided for the purposes of such communications and such register; and
- (d) the website to be maintained by the Market Operator for the purpose of public communications relating to the Pool.

H.2.1.2 In this Section H, "communicate" includes "send", "issue", "provide", "notify", "transmit" or "submit" (or any similar expression, each of which shall have the same meaning in this section H).

H.2.1.3 This Section H does not apply:

- (a) in respect of the Market Scheduling Software, for which provision is made in Section L.2.3;
- (b) to notices or other communications:
  - (i) to be made by posting on the Market Website (except to the extent that is available as an Alternative Communication Means as provided in MRP-H, and except for the provisions of Section H.7);
  - (ii) to be given to or by the Authority (except to the extent that the Authority makes arrangements with the Market Operator to establish an IT system interfacing with the Market IT System and to receive or obtain Data by means of that system);
  - (iii) to be given in accordance with Sections C, D, G and Q;

and (except as to Data Records specified in Annex I-1) such notices or communications are not Data Communications and their contents are not Data Records.

H.2.1.4 In this Section H a reference to an **Other Party** is to a Party other than the Market Operator.

### H.2.2. Market Rules Procedure

H.2.2.1 Market Rules Procedure MRP-H sets out or refers to:

- (a) a description of the Market IT System;
- (b) requirements in respect of Party IT Systems, including a specification for Party IT Systems, and procedures and testing

- 
- requirements for integrating Party IT Systems with the Market IT System;
- (c) security requirements applying in respect of Data Communications including to comply with any cyber-security requirements of the Authority;
  - (d) arrangements for the unique identification of each Party sending or receiving a Data Communication;
  - (e) arrangements for the authorisation by a Party of representatives to send and receive Data Communications;
  - (f) data protocols for Data Communications;
  - (g) the form and format of Data Communication required in respect of each Data Record, including whether it is made by upload to or retrieval from the Market IT System or otherwise;
  - (h) data validation and rejection protocols for Data Communications sent to the Market Operator;
  - (i) data storage and retrieval requirements;
  - (j) the basis on which the Market IT System will record and log the making of each Data Communication, whether it is Validated or rejected, and the time at which it is effective;
  - (k) alternative forms of communication which may (subject as provided in this Section H) be used in case of Communication Failure or Market System Failure; and
  - (l) arrangements for planned downtime of the Market IT System and the impact of such downtime on the making of Data Communications.

### **H.2.3. Data Records required for Settlement**

H.2.3.1 Annex H-1 sets out certain Data Records required to be sent (by Data Communication) by Other Parties to the Market Operator or by the Market Operator to Other Parties in connection with Settlement. In certain cases, Annex H-1 provides amplification of other provisions of the Market Rules in relation to such Data Communications.

H.2.3.2 Without prejudice to any other specific requirement for Data Communications in the Market Rules, each Party shall send and receive the Data Records which it is required to send and receive under the Market Rules by Data Communications in accordance with the requirements in Annex H-1.

## **H.3. IT SYSTEMS & IT SECURITY**

### **H.3.1. Market IT System**

H.3.1.1 The Market Operator shall provide, operate and maintain the Market IT System.

---

H.3.1.2 The functions of the Market IT System are:

- (a) to allow Parties to make Data Communications as required under and in accordance with these Market Rules; and for that purpose to interface with Party IT Systems;
- (b) to store and retrieve from storage Data Records as required to implement the Market Rules;
- (c) to allow adjustments to be made to stored Data Records as required for the purposes of the Market Rules;
- (d) to make all calculations required for Settlement in accordance with the Market Rules, including the performance of Settlement Runs, but not including Market Schedule Runs;
- (e) to enable the Market Operator to retrieve, process or otherwise produce Data (including Market Data):
  - (i) which may be required for the purposes of resolution of any Dispute (including a Settlement Dispute) under Section P; or
  - (ii) which the Market Operator is required, under the Market Rules or its Licence, to publish or to provide to the Authority;
- (f) to ensure that Data Records are held and processed within, and Data Communications are made by, the Market IT System in conformity with the provisions of Sections Q.14 and Q.20.

H.3.1.3 The Market IT System does not include the Market Scheduling Software or the Market Website.

H.3.1.4 The Market Operator may use the Market IT System for any other purpose in connection with the Market Rules provided that such use does not interfere with its functions as provided under Section H.3.1.2.

H.3.1.5 The Market Operator may from time to time make updates and changes to the Market IT System, provided that:

- (a) the Market IT System must remain compatible with and capable of implementation of the Market Rules following any such update or change;
- (b) where any such update or change requires any material change in Party IT Systems or in any of matters referred to in Sections H.2.2.1(b), H.2.2.1(f), H.2.2.1(g) or H.2.2.1(h) or has any other material impact on Other Parties:
  - (i) except in an urgent case the Market Operator will consult with the Market Advisory Committee before making any such update or change;
  - (ii) the Market Operator will comply with the further provisions of MRP-H in respect of the programming, implementation, testing and integration of such change or update of the Market IT System with the required changes to Party IT Systems;

- (c) the Market Operator shall seek to minimise the impact of the implementation of the update or change on the availability of the Market IT System and to the extent practicable to carry out such implementation within scheduled system downtime as provided in Section H.6.3.

H.3.1.6 The Market Operator may also make changes to the Market IT System to reflect or implement Modifications or amendments to Approved Methodologies.

H.3.1.7 Except as provided in the Market Rules, only the Market Operator may revise any Data Record in the Market IT System.

### **H.3.2. Party IT Systems**

H.3.2.1 Each Other Party shall provide, operate and maintain a Party IT System.

H.3.2.2 The functions of a Party IT System are:

- (a) to enable the Party to send and receive Data Records as permitted or required by the Market Rules, by making Data Communications in accordance with this Section H; and
- (b) to interface with the Market IT System for that purpose.

H.3.2.3 A reference in the Market Rules to a Party IT System does not include any system or any functionality within a system beyond what is provided in Section H.3.2.2 (and in particular any system or functionality for processing Data before or after such Data is sent or received as a Data Record by a Data Communication).

H.3.2.4 Each other Party shall comply, and ensure that its Party IT System complies, with the requirements in MRP-H, including requirements for:

- (a) security;
- (b) the interface between the Party IT System and the Market IT System;
- (c) the use of third party providers of electronic communications media;
- (d) entry processes and testing for validating compliance of the Party IT System with the requirements in MRP-H; and
- (e) updates and modifications of Party IT Systems to reflect updates and modifications of the Market IT Systems.

### **H.3.3. IT Security**

H.3.3.1 The Market Operator shall establish and maintain procedures, as provided in MRP-H, to ensure the security of the Market IT System and Data Communications.

H.3.3.2 The Market Operator and each other Party shall:

- (a) comply with the requirements in MRP-H and otherwise take all reasonable measures to ensure that the interfaces between the

Market IT System the Party IT Systems shall be and remain secure;  
and

- (b) comply with the security requirements for Data Communications in MRP-H.

H.3.3.3 Each Other Party shall, as soon as the same comes to its attention, report by Notice to the Market Operator any breach of security in respect of a Data Communication or its Party IT System.

#### **H.3.4. Market re-run facilities**

H.3.4.1 The Market Operator shall retain the capability to perform an Additional Energy Settlement Run for each Trading Day and an Additional Scarcity Settlement Run for each Month, for a period required by Section I.6.3, and to produce the resulting Additional Settlement Statements.

H.3.4.2 Without limitation, Section H.3.4.1 requires:

- (a) that the Market IT System is maintained and that the required Data Records are stored and capable of being retrieved so as to perform such Additional Settlement Runs; and
- (b) that the functionality is maintained within the Market IT System to perform Settlement Runs on the basis of the Market Rules prevailing in relation to a Trading Day or Month, notwithstanding any subsequent Modification of the Market Rules.

### **H.4. MARKET REGISTER**

#### **H.4.1. Establishing the Market Register**

H.4.1.1 The Market Operator shall establish and maintain, as part of the Market IT System, the Market Register.

H.4.1.2 The Market Register shall contain standing Data (including any revisions to such Data) required in Settlement including:

- (a) Data relating to Parties including Data submitted or established under Section D;
- (b) Data relating to Production Facilities including Data submitted in a registration application under Section E; and
- (c) Data relating to Demand Side Units.

H.4.1.3 The Market Operator shall:

- (a) enter into the Market Register the Data submitted by Parties upon accession to the Market Rules (under Section D) and following application for the Participation of Pool Units (under Section E.4); and
- (b) update the Data in the Market Register:
  - (i) to reflect the changes and updates notified by Parties; and



- (ii) as otherwise permitted or required under the Market Rules.

#### **H.4.2. Access to Market Register**

H.4.2.1 The Parties shall be entitled to have access to the Data in the Market Register as follows:

- (a) the Market Operator has access to all Data;
- (b) the Power Procurer has access to all Data;
- (c) a Generator has access to Data which relates to it or its Production Facilities;
- (d) the Transmission Company has access to all Data.

H.4.2.2 The Market Operator may (in accordance with Section C) give access to all Data in the Market Register to the Authority and to the Market Auditor.

H.4.2.3 The Market Operator shall make publicly available information in the Market Register to the extent provided in Annex H-2 or in Annex I-1 or otherwise provided in the Market Rules.

### **H.5. DATA COMMUNICATIONS**

#### **H.5.1. Valid forms of communication**

H.5.1.1 Where a Party is to communicate a Data Record to another Party, it may do so only by a Data Communication which is valid in accordance with this Section H.

H.5.1.2 The valid forms of Data Communication are:

- (a) communication by electronic means (through the Market IT System and Party IT Systems) which meet the requirements of this Section H; and
- (b) where Section H.5.1.3 applies, the means referred to in that Section.

H.5.1.3 Alternative Communication Means shall be valid (subject to and in accordance with MRP-H), but shall only be valid, for the duration of Communication Failures and Market System Failures.

H.5.1.4 Each Party shall ensure that its forms of communication (including Alternative Communication Means) remain functional in order to enable the Party to meet the requirements specified in these Market Rules.

#### **H.5.2. Time of communication**

H.5.2.1 The time with effect from which a valid Data Communication is deemed to be made (and the Data Record regarded as communicated) shall be:

- (a) in the case of an electronic communication, in accordance with Section H.5.5.1;

- (b) in the case of a communication by telephone, at the time that the telephone call is completed;
- (c) in case of a communication by email, in accordance with Section Q.15.1.7(d), when the email arrives at the receiving Party's server;
- (d) in case of a communication by fax, in accordance with Section Q.15.1.7(c), at the time of transmittal on the Business Day on which the communication was sent as evidenced by a fax transmission report of the sending Party showing that the communication has been transmitted; and
- (e) in case of submission by an electronic data storage medium or on paper, upon confirmed delivery to the receiving Party's offices;

(in each case, where such Data Communication is permitted to be made in such way).

### **H.5.3. Addresses for Data Communications**

- H.5.3.1 Each Other Party shall maintain and notify to the Market Operator addresses (including electronic addresses within its Party IT System) for Data Communications by each allowed means of communications in accordance with MRP-H.
- H.5.3.2 The Market Operator shall make such addresses available to Other Parties as necessary for operation of the Market Rules.

### **H.5.4. Authorised representatives**

- H.5.4.1 The Market Operator and each Other Party shall appoint one or more persons as authorised representatives to send and receive Data Communications and (in the case of an Other Party) to access the Market IT System on behalf of such Party; and may from time to time withdraw the appointment of an authorised representative, in accordance with MRP-H.
- H.5.4.2 Each Party shall ensure that at all times it has appointed one or more authorised representatives as required by MRP-H.
- H.5.4.3 A Party may not qualify or make conditional in any way the authority of an authorised representative or withdraw such authority except as provided in MRP-H.
- H.5.4.4 Each Party confirms that each of its authorised representatives is authorised to send and receive Data Communications and (in the case of an Other Party) to access the Market IT System on its behalf.

### **H.5.5. Submission and validation of Data Communications**

- H.5.5.1 A Data Communication sent by an Other Party to the Market Operator is deemed to be received by the Market Operator when the Data Communication has:
  - (a) entered the Market IT System (as logged as provided in MRP-H); and

- (b) been Validated in accordance with (and where required by) MRP-H.

H.5.5.2 The Market Operator shall:

- (a) validate each Data Communication sent by an Other Party to the Market Operator in accordance with and to the extent provided in MRP-H; and
- (b) where a Data Communication fails such validation, send (as a Data Communication) a rejection notification to the Other Party in accordance with MRP-H.

H.5.5.3 A valid Data Communication sent by the Market Operator to an Other Party or Other Parties is deemed to be received by the Other Party(ies) when the Data Communication has been logged by the Market IT System as sent to or available for retrieval by the Other Party(ies) from the Market IT System in accordance with MRP-H.

#### **H.5.6. Effectiveness of Data Communications**

H.5.6.1 Data Communications sent and received by an authorised representative of a Party via the electronic means provided for in this Section H shall be validly and effectively sent and received, and binding on Parties, for the purposes of the Market Rules.

H.5.6.2 A Party shall not be entitled to send or receive a Data Communication other than by the means provided in this Section H, and any purported such Data Communication shall not be effective.

### **H.6. COMMUNICATION AND MARKET SYSTEM FAILURES**

#### **H.6.1. Communication Failure**

H.6.1.1 A **Communication Failure** is a failure of a Party IT System (which is not a Market System Failure) or other circumstance which prevents or delays an Other Party (the **Communication Failure Party**) from sending to the Market Operator, as electronic Data Communications, Data Records required for Settlement.

H.6.1.2 Where a Communication Failure occurs:

- (a) the Communication Failure Party shall promptly inform the Market Operator and keep the Market Operator informed of the status of the Communication Failure;
- (b) where in the opinion of the Market Operator, the Communication Failure is likely to have a material effect on Settlement, the Market Operator shall inform Other Parties of the Communications Failure and its likely effect;
- (c) the Communication Failure Party shall take all reasonably practicable steps to remedy or overcome the failure;
- (d) the Communication Failure Party remains responsible for sending Data Records as and by the times required by the Market Rules; and

- (e) provided that the Communication Failure Party has informed the Market Operator of the Communication Failure, the Communication Failure Party may (subject to MRP-H and subject to H.6.1.4) use an Alternative Communication Means.

H.6.1.3 Where a Communication Failure occurs and the Communication Failure Party is not able to send Data Records by Alternative Communication Means by the time required (in relation to a Trading Day) as set out in Section I:

- (a) in the case of Offer Data, Default Offer Data will be used in Settlement in accordance with Section J.6;
- (b) in the case of Meter Data:
  - (i) estimated Data will be used in accordance with Section F.4.2.2; and
  - (ii) if the Communication Failure Party is later able to send the relevant Meter Data, the Meter Data will be taken into account, subject to and in accordance with Section I, in the Confirmed Settlement Run or an Additional Settlement Run; and
- (c) in the case of Dispatch Data, Data as to Metered Quantity will be used in accordance with Section K.2.2.7.

H.6.1.4 A **Communication Failure Default** occurs in relation to a Communication Failure Party where:

- (a) one or more Communication Failures occur in relation to that Party;
- (b) such Communication Failure(s) do not result from circumstances beyond the reasonable control of the Party acting as a Prudent Industry Operator;
- (c) as a result of the Communication Failure(s) the Party does not submit Offer Data and/or Meter Data in compliance with Section J or F, or uses Alternative Communication Means to submit Offer Data or Meter Data, for 3 or more consecutive Trading Days, or for 4 Trading Days in total in a Month and the Market Operator determines that the Party has not made reasonable efforts to remedy the Communication Failure.

## **H.6.2. Market System Failure**

H.6.2.1 A **Market System Failure** is:

- (a) a failure of the Market Scheduling Software (not including the inability of the solver to provide a Solution);
- (b) a failure of the Market IT System;
- (c) a systemic failure in communications systems which are common to all Party IT Systems which prevents or delays the submission by all or substantially all Parties of Data Records required for Settlement;

which prevents or delays the Market Operator in performing a Market Schedule Run (other than one relying substantially on Default Offer Data) or Settlement Run or sending (as electronic communications) Settlement Statements to Pool Participants.

H.6.2.2 The Market Operator shall promptly inform all Other Parties of any Market System Failure, and thereafter keep the Other Parties informed of, the status of the Market System Failure.

H.6.2.3 Where as a result of a Market System Failure the Market Operator is unable to perform a Market Schedule Run for a Trading Day by the time required in accordance with Section I.6, the Market Operator may do any one or more of the following, subject to Section H.6.2.4:

- (a) postpone Gate Closure for the Trading Day to a time no later than that specified in Section H.6.2.4(a);
- (b) postpone the time by which the Market Schedule Run is to be performed;
- (c) postpone the time by which Meter Data or Dispatch Data is to be submitted to a time no later than that specified in Section H.6.2.4(d);
- (d) except in the case of a Confirmed Market Schedule Run, use Default Offer Data or other Data estimated by the Market Operator;

in each case, where in the Market Operator's opinion there is a reasonable prospect that doing so will allow the Market Schedule Run to be performed; or

- (e) in the case of an Ex-Ante or Indicative Market Schedule Run, cancel the Market Schedule Run.

H.6.2.4 The Market Operator shall not:

- (a) postpone Gate Closure for a Trading Day to later than 23:00 on D-1;
- (b) postpone the Ex-Ante Market Schedule Run for a Trading Day to later than 23:30 on the Trading Day;
- (c) postpone the Indicative or Confirmed Market Schedule Run by more than 2 Business Days;
- (d) postpone submission of Meter Data or Dispatch Data to no later than 12:00 on Trading Day D+2.

H.6.2.5 Where in relation to a Trading Day:

- (a) in the opinion of the Market Operator none of the actions in Section H.6.2.3 is likely to allow the Confirmed Market Schedule Run to be performed; or
- (b) the Market Operator has taken any of the actions in Section H.6.2.3 but has been unable to perform the Confirmed Market Schedule Run; or

- 
- (c) as a result of the Market System Failure, the Confirmed Market Schedule Run has not been performed by the time provided in Section I for the 3 preceding Trading Days;

then the Administered Pricing Methodology shall apply for the Trading Day in accordance with Section L.2.4.

H.6.2.6 The Market Operator shall:

- (a) where practicable, consult with the Authority and consult with the Market Advisory Committee in deciding which action(s) in Section H.6.2.3 to take or deciding under Section H.6.2.5(a) that the Administered Pricing Methodology is to apply;
- (b) in any event promptly inform each Other Party of the action it takes or proposes to take;
- (c) notify each Other Party of the application of the Administered Pricing Methodology no later than 1 Business Days after the scheduled time of the relevant Confirmed Energy Settlement Run, and apply the Administered Pricing Methodology as soon as practicable but not earlier than the 2 Business Days after the Market Operator gave such notification (and the relevant timings in Annex I-1 shall be deemed modified accordingly);
- (d) publish as soon as practicable a notice detailing the Trading Periods to which the Administered Pricing Methodology applies and the basis upon which the administered price has been determined under the Administered Pricing Methodology.

H.6.2.7 Where a Market System Failure affects the ability of the Market Operator to perform Settlement Runs or send Settlement Statements, but does not affect its ability to perform Market Schedule Runs, the Market Operator shall do one or more of the following in order to give effect to Settlement:

- (a) delay the performance of the relevant Settlement Run or the issue of the relevant Settlement Statements;
- (b) use manual processes or other work-arounds to determine Scarcity Prices and Pool Charges;
- (c) in using such manual processes or work-arounds make approximations in calculations or estimations of Data;
- (d) use an Alternative Communication Means for the issue of Settlement Statements.

H.6.2.8 Where the Market Operator has made approximations or estimations as provided in Section H.6.2.7(c) in relation to a Trading Day, if (following recovery from the Market System Failure) the Market Operator is able to carry out an Additional Settlement Run in relation to the Trading Day, the Market Operator shall carry out such an Additional Settlement Run.

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### **H.6.3. System downtime not related to Communication and Market System Failures**

- H.6.3.1 From time to time the Market Operator may schedule system downtime for testing, maintenance or upgrading of the Market IT System, in accordance with MRP-H.
- H.6.3.2 The arrangements for system downtime of the Market IT System shall so far as practical provide for downtime to be minimised and to be scheduled in such a way as to minimise disruption of the effective operation of the Pool.
- H.6.3.3 Before any planned system down-time as provided in Section H.6.3.1, the Market Operator shall give reasonable notice to all Other Parties informing them of the start time of the system downtime and its expected duration.
- H.6.3.4 During planned downtime (other than routine minor downtime occurring at the same time each day, week or month) of the Market IT System, Parties will not be able to or be entitled to send or receive Data Communications (by electronic means or by Alternative Communication Means) except to the extent provided in MRP-H.

## **H.7. MARKET WEBSITE**

### **H.7.1. Market Operator to establish Market Website**

- H.7.1.1 The Market Operator shall establish and operate a website (which may be separate from the Market IT System) on which the Market Operator shall (as further provided in Section H.7.2) publish:
- (a) the prevailing Market Rules, Market Rules Procedures and Approved Methodologies;
  - (b) details of current and historic Modifications and their status, and, to the extent required by Section G.6, all previous versions of the Market Rules, Market Rules Procedures and Approved Methodologies;
  - (c) information relating to the implementation of the Market Rules and the operation of the Pool as the Market Operator may consider (subject to Section Q.14) or the Authority may require should be published; and
  - (d) such Market Data as is provided in the Market Rules or required by the Authority to be published.

### **H.7.2. Data publication**

- H.7.2.1 Annex H-2 sets out:
- (a) documents containing data and any other documents that are required to be published by the Market Operator on the Market Website; and
  - (b) the frequency and timelines for such publication.

- 
- H.7.2.2 Annex I-1 sets out, as part of the Pool activities timeline:
- (a) Data Records that the Market Operator shall publish; and
  - (b) the frequency and timelines for such publication.
- H.7.2.3 The Market Operator shall publish Data Records and documents in accordance with the requirements in Annex H-2 or Annex I-1.
- H.7.2.4 Each Party consents to the publication of such Data Records and documents.
- H.7.2.5 The Market Operator shall publish any other data, in the manner required by the Authority, where the Authority has given a direction to the Market Operator requiring it to do so, specifying the information to be published, and stating that the Authority has concluded that (as a result of the passage of time) the information is no longer to be treated as confidential. The Market Operator should first publish the direction.

## **H.8. FURTHER PROVISIONS**

### ***H.8.1. Record keeping***

- H.8.1.1 The Market Operator shall maintain all Data Records, data and other documents arising under the Market Rules for a minimum of ten (10) years from the date of issue and shall otherwise comply, in all respects, with the requirements of all Applicable Law with regards to the maintenance of records (including Article 31 of the Law of Commerce, the Records and Archive Law and any regulations issued by the National Records and Archives Authority).

### ***H.8.2. Accuracy of Data***

- H.8.2.1 Each Pool Participant shall ensure that it notifies the Market Operator in accordance with Section D if the details of its Pool Units change or are not accurate in the Market Register. The Market Operator shall ensure that the Market Register is kept accurate and up-to-date based on notifications from Pool Participants.
- H.8.2.2 Each Party (acting as a Prudent Industry Operator) shall ensure that all Data it submits to the Market Operator in accordance with the Market Rules is accurate and complete.

### ***H.8.3. Information***

- H.8.3.1 Each Party shall provide to the Market Operator such Data (in addition to Offer Data and Registration Data) and information as the Market Operator reasonably requires in order to enable it to carry out its functions under the Market Rules.
- H.8.3.2 A Party is not required to provide Data or information under Section H.8.3.1 to the extent it is prevented from doing so by a duty of confidence binding on such Party.
- H.8.3.3 Rules of confidentiality in respect of certain Confidential Information are set out in Section Q.14.



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## ANNEX H-1 – DATA RECORDS

### 1. INTRODUCTION

#### 1.1. *Contents of this Annex*

1.1.1 This Annex provides lists of the Data Records that form the inputs required by the Market Scheduling Software. These Data Records cover:

- (a) System Data;
- (b) Offer Data;
- (c) Dispatch Data; and
- (d) Meter Data.

#### 1.2. *Obligations for submitting Data Records required under this Annex*

1.2.1 Any Data Records required from the Authority are listed for completeness and do not create an obligation upon the Authority.

### 2. LIST OF DATA RECORDS

#### 2.1. *System Data Records*

2.1.1 The System Data Records pursuant to paragraph 1.1.1 of this Annex H-1 required from Parties to the Market Rules are set out in Annex H-1: Table 1 and all System Data Records provided by the Authority are set out in Annex H-1: Table 2.

**Annex H-1: Table 1 – System Data Records**

<b>Sending Party</b>	<b>Receiving Party</b>	<b>Data item</b>	<b>Frequency</b>	<b>Time of submission</b>	<b>Entity for which Data applies</b>
Power Procurer	Market Operator	Reserve Holding Thresholds	Daily	d-1 10:00	System-wide
Transmission Company	Market Operator	Ex-Ante Spinning Reserve Requirement	Daily	d-1 10:00	System-wide
Transmission Company	Market Operator	Inputs for Forecast Pool Demand	Daily	d-1 10:00	System-wide
Power Procurer	Market Operator	Forecast System Exports	Daily	d-1 10:00	System-wide
Transmission Company	Market Operator	Ex-Post Spinning Reserve Requirement	Daily	d+1 12:00	System-wide
Transmission Company	Market Operator	Demand Shedding	Daily	d+1 12:00	System-wide
Transmission Company	Market Operator	System Exports	Daily	d+1 12:00	System-wide

**Annex H-1: Table 2 – System Data Records from the Authority**

Sending Party	Receiving Party	Data item	Frequency	Time of submission	Entity for which Data applies
Authority	Market Operator	Pool Price Cap	As updated	As updated	System-wide
Authority	Market Operator	Pool Price Floor	As updated	As updated	System-wide
Authority	Market Operator	Reliability Price	Annual	Annual	System-wide
Authority	Market Operator	Annual Scarcity Credit Cap	Annual	Annual	System-wide
Authority	Market Operator	Tolerances for Over Delivery and Tolerances for Under Over Delivery	Annual	Annual	Pool Scheduling Unit
Authority	Market Operator	Discount Factor and Under Delivery Premium Factor	Annual	Annual	System-wide

## 2.2. Offer Data Records

2.2.1 The Offer Data Records pursuant to paragraph 1.1.1 of this Annex H-1 are set out in Annex H-1: Table 3. The obligation to submit Offer Data originates in Section J and the list of Data items required for each Offer Data Record is contained in Annex J-1.

**Annex H-1: Table 3 – Offer Data Records**

Sending Party	Receiving Party	Data item	Frequency	Time of submission	Entity for which Data applies
Pool Participants	Market Operator	Structural Offer Data	Daily	At Registration and thereafter as updated	Pool Unit
Pool Participants	Market Operator	Commercial Offer Data	Daily	Before d-1 10:00 if Default Offer Data not to be used	Pool Unit
Pool Participants	Market Operator	Technical Offer Data	Daily	Before d-1 10:00 if Default Offer Data not to be used	Pool Unit
Pool Participants	Market Operator	Revised Commercial Offer Data	Daily	d+1 12:00 if permitted	Pool Unit
Pool Participants	Market Operator	Revised Technical Offer Data	Daily	d+1 12:00 if permitted	Pool Unit

2.2.2 Required supplements to Offer Data Records pursuant to paragraph 1.1.1 of this Annex H-1 are set out in Annex H-1: Table 4.

**Annex H-1: Table 4 – Required supplements to Offer Data Records**

Sending Party	Receiving Party	Data item	Frequency	Time of submission	Entity for which Data applies
Transmission Company	Market Operator	Curtailed Quantities	Daily	d+1 12:00	Pool Scheduling Unit
Pool Participants	Market Operator	Actual Availability	Daily	d+1 12:00	Pool Scheduling Unit
Transmission Company	Market Operator	GenSet Actual Availability	Daily	d+1 12:00	GenSet
Pool Participants	Market Operator	Fuel Consumption	Daily	d+1 12:00	Production Block

### 2.3. Dispatch Data Records

2.3.1 The Dispatch Data Records pursuant to paragraph 1.1.1 of this Annex H-1 are set out in Annex H-1: Table 5.

**Annex H-1: Table 5 – Dispatch Data Records**

<b>Sending Party</b>	<b>Receiving Party</b>	<b>Data item</b>	<b>Frequency</b>	<b>Time of submission</b>	<b>Entity for which Data applies</b>
Transmission Company	Market Operator	GenSet Dispatch Quantity	Daily	d+1 12:00	GenSet
Transmission Company	Market Operator	GenSet dispatched configuration information	Daily	d+1 12:00	Pool Scheduling Unit

#### **2.4. Meter Data Records**

2.4.1 The Meter Data Records pursuant to paragraph 1.1.1 of this Annex H-1 are set out in Annex H-1: Table 6.

**Annex H-1: Table 6 – Meter Data Records**

<b>Sending Party</b>	<b>Receiving Party</b>	<b>Data item</b>	<b>Frequency</b>	<b>Time of submission</b>	<b>Entity for which Data applies</b>
Pool Participants	Market Operator	Required Meter Data	Daily	d+1 10:00	As specified in Data Aggregation Rules

## **ANNEX H-2 – DATA PUBLICATIONS**

### **1. INTRODUCTION**

#### **1.1. *Contents of this Annex***

- 1.1.1 This Annex contains Data Records and other items which the Market Operator is required to publish on its website.

### **2. PUBLICATION REQUIREMENTS**

#### **2.1. *Data publications***

- 2.1.1 Annex I-1: Table 1 contains the publication requirements of the Market Operator in respect of Data items.

#### **2.2. *Other publications***

- 2.2.1 Annex H-2: Table 1 lists other publications relating to the market which the Market Operator is required to publish on its website.

**Annex H-2: Table 1 – List of other publications**

<b>Item</b>	<b>Timing of publication</b>
<b>Market Rules and guides</b>	
Prevailing Market Rules, Market Rules Procedures and Approved Methodologies	Ongoing
Details of current and historic Modifications and their status	Ongoing
Previous versions Market Rules, Market Rules Procedures and Approved Methodologies (to the extent required in the Market Rules)	Ongoing
Information relating to implementation of the Market Rules and the operation of the Pool (to the extent required in the Market Rules)	Ongoing
Details of the Application Fees	As updated and at least within 2 Business Days of update
<b>Modifications related publications</b>	
Each notice or decision of the Market Advisory Committee appointing, removing or replacing a Market Advisory Committee Member	As soon as practical
Date of each Market Advisory Committee Meeting	At least 10 Business Days in advance
Modification Proposals (original and alternative)	As soon as practicable after receipt of a compliant Modification Proposal
Process and timetable for Modification Proposals	As updated and at least within 5 Business Days of update
Market Advisory Committee's Report on Modification Proposal	As updated and at least 2 Weeks in advance of the Meeting
Final Modification report	As soon as practical
Authority's decision	No later than 2 Business Days following such decision
<b>Notices</b>	
Withdrawal Consent Notice	In parallel with issue
Termination Notice	In parallel with issue
Suspension Notice	In parallel with issue
<b>Reports</b>	
Market Review report	As soon as practical
Annual Market Report	No later than 3 Months after each Year
<b>Settlement related publications</b>	
Pool Timetable	2 Months before start of Year



# I. POOL SPECIFICATIONS

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## **I.1. INTRODUCTION TO THIS SECTION**

### ***I.1.1. General***

I.1.1.1 This Section of the Market Rules sets out:

- (a) Pool trading prohibitions;
- (b) the Pool Boundary;
- (c) the arrangements in respect of the Pool Price Cap and the Pool Price Floor;
- (d) Pool timings;
- (e) arrangements for Pool Runs and calendar; and
- (f) the arrangements for testing under the Pool.

### ***I.1.2. Key functions of Parties in this Section***

I.1.2.1 In this Section:

- (a) the Market Operator is required to:
  - (i) publish Pool Price Cap and Pool Price Floor values;
  - (ii) perform Market Schedule Runs, Scarcity Price Runs and Settlement Runs;
  - (iii) publish the Pool Timetable;
  - (iv) publish Market Schedules and Pool Prices resulting from Market Schedule Runs and Scarcity Price Runs;
  - (v) grant Under Test status;
- (b) the Power Procurer is required to:
  - (i) purchase Output;
- (c) Pool Participants are required to:
  - (i) sell electricity under the Market Rules to the Power Procurer; and
  - (ii) submit Testing Schedules.

### ***I.1.3. Annexes to this Section***

I.1.3.1 This Section refers to the following Annex:

- (a) Annex I-1: Pool activities timeline.

### ***I.1.4. Approved Methodologies and MRPs***

I.1.4.1 This Section refers to no Approved Methodologies.

1.1.4.2 This Section refers to no MRPs.

## **1.2. POOL TRADING**

### ***1.2.1. Sale and purchase of Output***

1.2.1.1 The Power Procurer shall purchase and each Generator shall sell the Output of each Production Facility, other than a Non-Pool-Based Contracted Production Facility, on the terms set out in these Market Rules.

### ***1.2.2. Prohibition on sale of electricity by Pool Participants***

1.2.2.1 Pool Participants shall not sell electricity under the Market Rules to anyone other than the Power Procurer. Nothing under the Market Rules shall take effect as such a sale.

### ***1.2.3. Prohibition on sale of electricity to Pool Participants***

1.2.3.1 The Power Procurer shall not sell electricity under the Market Rules to any Pool Participant or other person. Nothing under the Market Rules shall take effect as such a sale.

## **1.3. SCOPE OF POOL**

### ***1.3.1. Pool Boundary***

1.3.1.1 The Pool operates in respect of flows of Active Energy into and out of the Main Interconnected System, subject to Section 1.3.3.1.

1.3.1.2 For the purposes of the Market Rules, Active Energy is deemed to be delivered and counted in Settlement at the Pool Boundary.

1.3.1.3 The Pool Boundary for each Production Unit *u* is the Connection Point. No adjustments to Output of a Production Unit are made in respect of transmission or distribution losses within the Main Interconnected System.

1.3.1.4 The Pool Boundary for each Demand Side Unit *u* is as defined in the relevant Demand Side Arrangement. The Demand Side Arrangement may provide for adjustments to metered quantities of a Demand Side Unit in respect of transmission or distribution losses within the Main Interconnected System.

1.3.1.5 If a question arises (under the Market Rules) as to the extent of the Main Interconnected System or whether an installation is connected to the Main Interconnected System or what is the Pool Boundary in relation to such an installation, and such question is not resolved to the satisfaction of the Market Operator, Power Procurer and relevant Generator, such question shall be determined by the Authority in accordance with Section C.7.2.

### ***1.3.2. Output***

1.3.2.1 Output at the Pool Boundary is determined:

(a) in the case of any Production Unit:

- 
- (i) net of Unit Auxiliary Consumption;
  - (ii) net of House Load; and
- (b) in the case of a Production Unit in a Production Facility that contains a Hybrid Production Unit, gross of Must Run Auxiliary Consumption; and
  - (c) in the case of an Autogenerator Production Unit, net of Self Supply of the Autogenerator; and
  - (d) in the case of a Demand Side Unit, in accordance with the Demand Side Arrangements.
- I.3.2.2 Offer Data provided by Pool Participants, Dispatch Data provided by the Transmission Company, System Data, as applicable, provided by the relevant Party and Meter Data provided by Pool Participants for Pool Units shall be consistent with Section I.3.2.1.

### ***I.3.3. Pool-Excluded Generation***

- I.3.3.1 Active Energy produced from Pool-Excluded Generation and flowing on to the Main Interconnected System is not purchased and sold under the Market Rules, shall not be counted in the Market Schedule or in Settlement and shall not be included in Pool Demand for the purposes of Section K.2.1.

### ***I.3.4. Ancillary Services***

- I.3.4.1 The Pool does not include or enable the sale or purchase of Ancillary Services. Nothing under the Market Rules shall take effect as a sale or purchase of Ancillary Services.

## **I.4. POOL PRICE CAP AND PRICE FLOOR**

### ***I.4.1. Pool Price Cap and Pool Price Floor***

- I.4.1.1 The Pool Price Cap (PCAP<sub>y</sub>) and the Pool Price Floor (PFLOOR<sub>y</sub>) are the respective amounts (expressed in Omani Rials per MWh (OMR/MWh)) determined as such by the Authority.
- I.4.1.2 The Pool Price Cap and Pool Price Floor are applicable in respect of all Trading Periods *h* in all Trading Days *d* to which they apply.
- I.4.1.3 The value of the Pool Price Cap and of the Pool Price Floor may be changed by and only by the determination by the Authority of revised values. Any revised value of the Pool Price Cap or Pool Price Floor will apply prospectively from the Trading Day *d* specified by the Authority in its determination.
- I.4.1.4 The Market Operator shall publish the value of the Pool Price Cap and the value of the Pool Price Floor and the Trading Day *d* from which they shall apply each as determined by the Authority within 2 Business Days of receipt of the Authority's determination.

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## **I.5. POOL TIMINGS**

### ***I.5.1. Trading Day***

I.5.1.1 A **Trading Day** is a period of 24 hours commencing at 00:00 on any day.

### ***I.5.2. Optimisation Horizon***

I.5.2.1 In respect of a Trading Day d, the **Optimisation Horizon** is the time period from 00:00 on the Trading Day d up to 03:00 on the subsequent Trading Day d+1 over which a Market Schedule Run is performed.

### ***I.5.3. Trading Period***

I.5.3.1 A **Trading Period** is a period of 30 minutes commencing on the hour or half-hour.

### ***I.5.4. Gate Closure***

I.5.4.1 **Gate Closure** for any Trading Day d is at 10:00 on the day prior to the Trading Day.

### ***I.5.5. Ex-Ante***

I.5.5.1 In relation to each Trading Day d, an Ex-Ante Market Schedule Run and an Ex-Ante Scarcity Price Run are performed by the Market Operator to produce an Ex-Ante Market Schedule and Ex-Ante Pool Prices. The timings of Ex-Ante Pool Runs and the publication of Ex-Ante Data are set out in the Pool Timetable in Annex I-1.

I.5.5.2 Ex-Ante Pool Runs and the Data resulting from such Pool Runs are for information purposes only, are not binding on Pool Participants and have no effect for the purposes of Settlement or Invoicing, unless the System Marginal Price of such Ex-Ante Pool Runs is used in accordance with Section L.2.4 or Section L.2.5. No Party may rely for any purpose on, or shall have any right or remedy as a result of, any such process or Data.

### ***I.5.6. Ex-Post***

I.5.6.1 In relation to each Trading Day d, Ex-Post Pool Runs are performed by the Market Operator to produce Ex-Post Market Schedules, Ex-Post Pool Prices and Pool Charges. Ex-Post Pool Runs comprise Indicative Pool Runs, Confirmed Pool Runs and (where applicable) Additional Pool Runs. The timings of the Ex-Post Pool Runs and the publication or provision of Ex-Post Data are set out in the Pool Timetable in Section I.6.2.

I.5.6.2 For the purposes of the Market Rules, Ex-Post Pool processes or Data, including any Pool Run, Pool Price, Pool Charge or Settlement Statement, are:

- (a) **Indicative** where such processes or Data are performed or determined in advance of the corresponding Confirmed process or Data, for indicative information purposes and to allow the identification of Settlement Errors;

- (b) **Confirmed** where such processes or Data are performed or determined for and effective for the purposes of Settlement (and where applicable Trading and Clearing).
- I.5.6.3 Indicative Pool Runs are performed by the Market Operator to produce an Indicative Market Schedule, Indicative Pool Prices, Indicative Pool Charges and Indicative Settlement Statements.
- I.5.6.4 Indicative Pool Runs and the Data and Settlement Statements resulting from such Pool Runs are indicative only, are not binding on Pool Participants, and do not give rise to Debits or Credits and have no effect for the purposes of Trading or Clearing. Settlement Queries can be raised in relation to items within Indicative Settlement Statements.
- I.5.6.5 Confirmed Pool Runs are performed by the Market Operator to produce a Confirmed Market Schedule, Confirmed Pool Prices and Confirmed Settlement Statements. The Data used in a Confirmed Pool Run will (where applicable) be Data revised pursuant to the resolution of a Settlement Query or Settlement Dispute prior to the date of such Pool Run. Settlement, Trading, Clearing and Invoicing is based on Confirmed Settlement Statements.

## **I.6. POOL RUNS AND CALENDAR**

### ***I.6.1. Pool Runs***

- I.6.1.1 Market Schedule Runs produce a Market Schedule and a System Marginal Price for each Trading Period  $h$  in Trading Day  $d$ .
- I.6.1.2 Scarcity Price Runs produce a Scarcity Price for each Trading Period  $h$  in Trading Day  $d$  for a single Trading Day or for all Trading Days in Month  $m$ .
- I.6.1.3 Energy Settlement Runs calculate Energy Charges, based on a Market Schedule Run, for each Pool Scheduling Unit  $u$ , Production Block  $b$  or Production Facility  $f$  as appropriate for each Trading Period  $h$  in Trading Day  $d$ .
- I.6.1.4 Scarcity Settlement Runs calculate Scarcity Charges, based on a Scarcity Price Run, for each Pool Scheduling Unit  $u$ , Production Block  $b$  or Production Facility  $f$  as appropriate for each Trading Period  $h$  and Trading Day  $d$  in Month  $m$  and in the case of the last Scarcity Settlement Run of a Year  $y$  calculate Annual Supplemental Scarcity Credit.

### ***I.6.2. Pool Timetable***

- I.6.2.1 The required timings for Pool processes in respect of a Trading Day  $d$  are set out in Annex I-1.
- I.6.2.2 For each Year  $y$ , the Pool Timetable is the timetable to apply to the following processes in accordance with Annex I-1-and the most recent schedule for Business Days as announced by the relevant Competent Authorities.:
- (a) initiation of Pool Runs, excluding Additional Pool Runs;
  - (b) publication of Data produced by Pool Runs ; and

- (c) issue of Settlement and Invoices following Pool Runs.

#### I.6.2.3

- I.6.2.4 For the avoidance of doubt the rights and liabilities of Pool Participants in respect of Pool Charges are not affected by any failure to adhere to the required timings in the Pool Timetable, subject to the provisions of Section L.2.4 in respect of Administered Pricing.

### **I.6.3. Additional Pool Runs**

- I.6.3.1 An **Additional Pool Run** is a Pool Run in relation to a Trading Day d or Month m or Year y performed after the relevant Confirmed Pool Run has been performed for that Trading Day (and using Data which is different from the Data used in the Confirmed Pool Run).
- I.6.3.2 Additional Pool Runs may be performed, subject to the further provisions of this Section I.6.3:
  - (a) following resolution of a Settlement Query or Settlement Dispute, where so provided in the Market Rules, or
  - (b) in such other circumstances (if any) as are provided in the Market Rules.
- I.6.3.3 An Additional Pool Run in relation to a Trading Day d or Month m or Year y shall be performed on the basis of the Market Rules in force in relation to that Trading Day or Month or Year disregarding any subsequent Modification, unless otherwise provided in the Market Rules, directed by the Authority or agreed between all affected Parties.
- I.6.3.4 Where an Additional Pool Run is performed in relation to a Trading Day d or Month m, subject to the further provisions of this Section I.6:
  - (a) in the case of an Additional Market Schedule Run, a revised Market Schedule will be produced and revised System Marginal Price(s) for relevant Trading Period(s) h will be determined; and an Additional Scarcity Price Run and an Additional Energy Settlement Run will then be performed;
  - (b) in the case of an Additional Scarcity Price Run, revised Scarcity Price(s) for relevant Trading Period(s) h will be determined; and an Additional Scarcity Settlement Run will then be performed;
  - (c) in the case of an Additional Energy Settlement Run, revised Energy Charges will be determined and revised Energy Settlement Statements will be produced and (where applicable) Adjustment Invoices will be issued in accordance with Section O.3.4; and
  - (d) in the case of an Additional Scarcity Settlement Run, revised Scarcity Charges will be determined and revised Scarcity Settlement Statements will be produced and (where applicable) Adjustment Invoices will be issued in accordance with Section O.3.4.

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- 1.6.3.5 An Additional Market Schedule Run in relation to a Trading Day d will not be performed or (if it is performed) the revised System Marginal Price for any Trading Period h will not be effective or used in Settlement:
- (a) after the 10th Day following the Trading Day, unless performing the relevant Pool Run changes or would change the value of System Marginal Price in a Trading Period h by 1 OMR/MWh or more; and
  - (b) in any event, after the 30th Day following the Trading Day, unless the Authority notifies all Parties that it has determined that the interests of any Pool Participants would be severely and unfairly prejudiced by the failure to perform the Additional Market Schedule Run and directs the Market Operator to perform such Market Schedule Run.
- 1.6.3.6 An Additional Scarcity Price Run in relation to a Trading Day d in a Month m will not be performed or (if it is performed) the revised Scarcity Price for any Trading Period h will not be effective or used in Settlement:
- (a) after the 10th Day following the end of the Month, unless performing the relevant Pool Run changes or would change the value of Scarcity Price in a Trading Period h by 1 OMR/MWh or more; and
  - (b) in any event, after the 30th Day following the end of the Month, unless the Authority notifies all Parties that it has determined that the interests of any Pool Participants would be severely and unfairly prejudiced by the failure to perform the Additional Scarcity Price Run and directs the Market Operator to perform such Scarcity Price Run.
- 1.6.3.7 An Additional Energy Settlement Run in relation to a Trading Day d will not be performed more than 24 months following the Trading Day d, unless the Authority notifies all Parties that it has determined that the interests of any Pool Participants would be severely and unfairly prejudiced by the failure to perform the Additional Energy Settlement Run and directs the Market Operator to perform such Settlement Run.
- 1.6.3.8 An Additional Scarcity Settlement Run in relation to a Trading Day d will not be performed after the end of the second full Year following the Trading Day in question, unless the Authority notifies all Parties that it has determined that the interests of any Pool Participants would be severely and unfairly prejudiced by the failure to perform the Additional Scarcity Settlement Run and directs the Market Operator to perform such Settlement Run.
- 1.6.3.9 Subject to Section P, after the relevant Confirmed Pool Run, no adjustments shall be made in respect of any Pool Run or the Data resulting from such Pool Run for a Trading Day d except by way of Additional Pool Run performed in accordance with and subject to the Market Rules.
- 1.6.3.10 Where the Market Operator is aware of circumstances, in relation to a Trading Day d, which may give rise to multiple requirements to perform an Additional Pool Run in relation to that Trading Day, the Market Operator may postpone the performance of any such Additional Pool Run for up to



30 days to allow a single consolidated Additional Pool Run to be performed.

- I.6.3.11 The Market Operator is not required to maintain (within the Market Scheduling Software or Market IT System) the capability to perform an Additional Pool Run in relation to a Trading Day *d* or Month *m* after the Month which is 36 complete Months after such Trading Day or Month (but without prejudice to the requirements of Section H for retention of Data Records). If circumstances arise in which an Additional Pool Run would otherwise be required after such time, the Market Operator will make the relevant calculation using manual processes and with such estimation or approximation as is (in the reasonable opinion of the Market Operator) appropriate. The result of such calculation is final and binding on Pool Participants unless the Authority directs the Market Operator to make a revised calculation.
- I.6.3.12 An Additional Settlement Statement is a revised Settlement Statement (for a Trading Day *d* or Month *m*) prepared as a result of and to reflect an Additional Settlement Run.

## **I.7. UNDER TEST ARRANGEMENTS**

### ***I.7.1. Production Units Under Test***

- I.7.1.1 In respect of a Production Unit *u*, the relevant Pool Participant shall submit to the Market Operator by 10:00 on 2 Business Days prior to the Trading Day *d* on which testing is to commence a Testing Schedule comprising:
- (a) the identification of the Production Block *b* to which the Testing Schedule relates;
  - (b) within each identified Production Block *b*, the identification of each Production Unit *u* to which the Testing Schedule relates specifically identifying:
    - (i) each Production Unit *u* which is the direct subject of testing in at least one Trading Period *h* of the Testing Period; and
    - (ii) each other Production Unit *u* which is not the direct subject of testing in any Trading Period *h* of the Testing Period but comprises a GenSet *g* which is operationally interdependent with a GenSet *g* contained in a Production Unit *u* identified in Section I.7.1.1(b)(i).
  - (c) confirmation that the Transmission Company has given authorisation under the Grid Code for testing of each identified Production Unit *u* in accordance with the Testing Schedule;
  - (d) if the testing is being conducted for purposes of determining Certified Availability in accordance with the Availability Certification Methodology, confirmation that the Power Procurer has given authorisation for testing in accordance with the Testing Schedule;

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- (e) the Testing Period, defined by the Trading Period h from the beginning of which testing is to commence and the Trading Period h at the end of which testing is to conclude; and
  - (f) the Under Test Activity State (which shall be either 'Active' or 'Inactive' in accordance with Section I.7.1.7) in each Trading Period h from and including the start of the Testing Period h up to and including the end of the Testing Period of each Production Unit u identified in Section I.7.1.1(b).
- I.7.1.2 On a receipt of a valid Testing Schedule, the Market Operator shall grant each Production Unit u identified in Section I.7.1.1(b)(i) the status of Under Test for each Trading Period h within the Testing Period, subject to the provisions of Section I.7.1.3, Section I.7.1.4, Section I.7.1.5 and Section I.7.1.6.
- I.7.1.3 If the relevant Pool Participant receives authorisation from the Transmission Company and if testing is being conducted for purposes of determining Certified Availability in accordance with the Availability Certification Methodology, from the Power Procurer to extend the Testing Period in respect of a Production Unit, then:
- (a) the relevant Pool Participant shall update the Testing Schedule accordingly and send it to the Market Operator as soon as possible, but no later than two (2) Business Days after the applicable Trading Day; and
  - (b) the Market Operator shall grant the relevant Production Unit the status of Under Test for each Trading Period not included in the original Testing Period.
- I.7.1.4 If the relevant Pool Participant receives authorisation to shorten the Testing Period in respect of a Production Unit u from the Transmission Company and, if testing is being conducted for purposes of determining Certified Availability in accordance with the Availability Certification Methodology, from the Power Procurer to shorten the Testing Period in respect of a Production Unit, then:
- (a) the relevant Pool Participant shall update the Testing Schedule accordingly and send it to the Market Operator as soon as possible, but no later than two (2) Business Days after the applicable Trading Day; and
  - (b) the Market Operator shall for the relevant Production Unit u remove the status of Under Test for each Trading Period h not included in the updated Testing Period.
- I.7.1.5 If a test is, in agreement with the Transmission Company and, if testing is being conducted for purposes of determining Certified Availability in accordance with the Availability Certification Methodology, with the Power Procurer, cancelled in respect of a Production Unit u before the start of the Testing Period h, the relevant Pool Participant shall notify the Market Operator as soon as possible, but no later than two (2) Business Days after the applicable Trading Day, and the Production Unit u shall not have Under Test status for the Trading Periods h originally covered by the Testing Period.
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- I.7.1.6 Once granted, Under Test status shall apply to each Production Unit *u* identified in Section I.7.1.1(b)(i) until the end of the Testing Period identified in the Testing Schedule, adjusted as appropriate in accordance with Section I.7.1.3 and Section I.7.1.4.
- I.7.1.7 In each Trading Period *h* of the Testing Period, each Production Unit *u* identified in the Testing Schedule shall set its Under Test Flag to 'Yes' and:
- (a) if identified in Section I.7.1.1(b)(i), shall have an Under Test Activity State of:
    - (i) 'Active' in Trading Periods when Active;
    - (ii) 'Inactive' in Trading Periods when Inactive; or
  - (b) if identified in Section I.7.1.1(b)(ii), shall have an Under Test Activity State of 'Inactive' in all Trading Periods *h*.

### ***I.7.2. Demand Side Units Under Test***

- I.7.2.1 In respect of a Demand Side Unit *u*, the Power Procurer shall submit to the Market Operator by 10:00 on 2 Business Days prior to the Trading Day *d* on which testing is to commence a Testing Schedule comprising:
- (a) the identification of the Production Block *b* and the Demand Side Unit *u* to which the Testing Schedule relates;
  - (b) the Testing Period, defined by the Trading Period *h* from the beginning of which testing is to commence and the Trading Period *h* at the end of which testing is to conclude; and
  - (c) the Under Test Activity State (which shall be either 'Active' or 'Inactive' in accordance with Section I.7.2.6) in each Trading Period *h* from and including the start of the Testing Period *h* up to and including the end of the Testing Period of the Demand Side Unit *u* identified in Section I.7.2.1(a).
- I.7.2.2 On a receipt of a valid Testing Schedule, the Market Operator shall grant each Demand Side Unit *u* identified in Section I.7.2.1 the status of Under Test for each Trading Period *h* within the Testing Period, subject to the provisions of Section I.7.2.3.
- I.7.2.3 If the Power Procurer wishes to modify the Testing Period for a Demand Side Unit *u*, it shall update the Testing Schedule accordingly and send it to the Market Operator as soon as, but no later than two (2) Business Days after the applicable Trading Day, possible the Market Operator shall grant the relevant Demand Side Unit *u* the status of Under Test for each Trading Period *h* not included in the original Testing Period or shall for the relevant Demand Side Unit *u* remove the status of Under Test for each Trading Period *h* not included in the updated Testing Period.
- I.7.2.4 If a test is cancelled in respect of a Demand Side Unit *u* before the start of the Testing Period *h*, the Power Procurer shall notify the Market Operator as soon as possible, but no later than two (2) Business Days after the applicable Trading Day, and the Demand Side Unit *u* shall not have Under

Test status for the Trading Periods h originally covered by the Testing Period.

- I.7.2.5 Once granted, Under Test status shall apply to each Demand Side Unit u identified in Section I.7.2.1 until the end of the Testing Period identified in the Testing Schedule, adjusted as appropriate in accordance with Section I.7.2.3. In each Trading Period h of the Testing Period, the relevant Demand Side Unit u shall set its Under Test Flag to 'Yes'.
- I.7.2.6 In each Trading Period h of the Testing Period, the Demand Side Unit u identified in the Testing Schedule shall set its Under Test Flag to 'Yes' and shall have an Under Test Activity State of:
  - (a) 'Active' in Trading Periods when Active; or
  - (b) 'Inactive' in Trading Periods when Inactive.

***I.7.3. Treatment of Pool Scheduling Units Under Test***

- I.7.3.1 Eligibility of Pool Scheduling Units that are Under Test for Energy Charges and Scarcity Charges is in accordance with Section L and Section M respectively. The Market Rules make no provision for separate testing charges or payments.

**AS PART OF ANNEX I**

**ANNEX CONTENTS**

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## ANNEX I-1 – POOL ACTIVITIES TIMELINE

### 1. INTRODUCTION

#### 1.1. General

- 1.1.1 This Annex I-1 sets out the timeline for activities undertaken under the Market Rules in respect of Pool operation for Trading Day d.
- 1.1.2 The timings contained within this Annex I-1 are either a replication of timings contained elsewhere within the Market Rules or the origination of required timings. In the former case, in the event of inconsistency between this Annex I-1 and the originating Section within the Market Rules, the timings stated in the originating Section shall apply.

### 2. POOL ACTIVITIES TIMELINE

#### 2.1. Timeline

- 2.1.1 Annex I-1: Table 1 sets out the timeline of activities in respect of Trading Day d. All references to timings are made with reference to Trading Day d itself, to Month m in which Trading Day d occurs, to Year y in which Trading Day d occurs or to the date of a parameter's determination. The right-hand column indicates in Data items in respect of which publication is required by the Market Operator.

**Annex I-1: Table 1 – Timeline in relation to a Trading Day d**

day	time	Initiating	Event	Reference	Published?
<b>Pre d-1 activities</b>					
<=2BD after Authority determination	Not specified	Market Operator	Market Operator publishes Pool Price Cap determined by the Authority	I.4.1.4	Yes
<=2BD after Authority determination	Not specified	Market Operator	Market Operator publishes Pool Price Floor determined by the Authority	I.4.1.4	Yes
Start of year -4 Months	Not specified	Transmission Company	Transmission Company provides to the Authority a report recommending values for Tolerances for Over Delivery and Tolerances for Under Delivery	L.5.1.1	

day	time	Initiating	Event	Reference	Published?
<=2BD after Authority determination or start of year – 2 Months, whichever is earlier	Not specified	Market Operator	Market Operator publishes Reliability Price determined by the Authority	M.2.1.3	Yes
Start of year -2 Months	Not specified	Market Operator	Market Operator publishes Scarcity Factor Table	M.2.2.3	Yes
<=2BD after Authority determination or start of year – 2 Months, whichever is earlier	Not specified	Market Operator	Market Operator publishes Annual Scarcity Credit Cap determined by the Authority	M.5.4.3	Yes
<=2BD after Authority determination or start of year – 2 Months, whichever is earlier	Not specified	Market Operator	Market Operator publishes Monthly Scarcity Credit Caps	M.5.4.5	Yes
<=2BD after Authority determination or start of year – 2 Months, whichever is earlier	Not specified	Market Operator	Market Operator publishes values for Tolerances for Over Delivery and Tolerances for Under Delivery	L.5.1.3	Yes
<=2BD after Authority determination or start of year – 2 Months, whichever is earlier	Not specified	Market Operator	Market Operator publishes Over Delivery Discount Factor and Under Delivery Premium Factor	L.5.1.5	Yes
d-2BD	By 10:00	Pool Participants	Pool Participants submits Testing Schedule to Market Operator, in the event of planned testing	I.7.1.1 and I.7.2.1 as appropriate	

day	time	Initiating	Event	Reference	Published?
<b>d-1 activities</b>					
d-1	By 09:00	Market Operator	Market Operator publishes temperature forecast data	J.3.1.3	Yes
d-1	By 09:00	Market Operator	Market Operator publishes Economic Fuel Price information	J.3.2.2	Yes
d-1	By 09:15	Transmission Company	Transmission Company sends desalination requirement to relevant Pool Participants	J.3.3.1	
d-1	By 10:00	Power Procurer	Power Procurer sends Reserve Holding Thresholds to Market Operator and relevant Pool Participants	K.2.8.2	
d-1	By 10:00	Pool Participants	Pool Participants submit Offer Data	J.6.1.2	
d-1	At 10:00	n/a	Gate Closure for submission of Offer Data	I.5.4.1	
d-1	By 10:00	Power Procurer	Power Procurer provides Forecast System Exports to Market Operator	K.2.7.1	
d-1	By 10:00	Transmission Company	Transmission Company sends required inputs for Forecast Pool Demand to Market Operator	K.2.1.3	
d-1	By 10:00	Transmission Company	Transmission Company sends Ex-Ante Spinning Reserve Requirement to Market Operator	K.2.8.4	
d-1	By 12:00	Market Operator	Market Operator sends Validated Offer Data to Transmission Company	J.6.5.1	



day	time	Initiating	Event	Reference	Published?
d-1	By 12:00	Market Operator	Market Operator calculates Ex-Ante Reserve Holding Limits and sends to relevant Pool Participants	K.2.8.5	
d-1	By 12:00	Market Operator	Market Operator calculates Ex-Ante Reserve Holding Quantities and sends to relevant Pool Participants	K.2.8.5	
d-1	After 12:00	Market Operator	Market Operator initiates Ex-Ante Market Schedule Run	Annex I-1	
d-1	After 12:00	Market Operator	Market Operator initiates Ex-Ante Scarcity Price Run	Annex I-1	
d-1	By 13:00	Market Operator	Market Operator publishes Ex-Ante Market Schedule	Annex I-1	Yes
d-1	By 13:00	Market Operator	Market Operator publishes Ex-Ante SMP	Annex I-1	Yes
d-1	By 14:00	Market Operator	Market Operator publishes Ex-Ante Scarcity Price, Scarcity Factor and Margin	Annex I-1	Yes
d-1	By 14:00	Market Operator	Market Operator publishes Ex-Ante Aggregate Pool Price	Annex I-1	Yes
<b>d+1 activities</b>					
d+1	By 10:00	Pool Participants	Pool Participants submit Meter Data to Market Operator	F.4.1.1	
d+1	By 12:00	Pool Participants	Pool Participants submit revised Offer Data (where permitted)	J.7.2.1	
d+1	By 12:00	Transmission Company	Transmission Company submits a quantity of Demand Shedding to Market Operator	K.2.1.5	

day	time	Initiating	Event	Reference	Published?
d+1	By 12:00	Transmission Company	Transmission Company submits GenSet Dispatch Quantities to Market Operator	K.2.2.1	
d+1	By 12:00	Transmission Company	Transmission Company submits Curtailed Quantity for Price Taker Production Units to Market Operator	K.2.3.2	
d+1	By 12:00	Pool Participants	Pool Participants submit Actual Availability to Market Operator	K.2.4.1	
d+1	By 12:00	Transmission Company	Transmission Company submits GenSet Actual Availability to Market Operator	K.2.4.10	
d+1	By 12:00	Transmission Company	Transmission Company submits System Exports to Market Operator	K.2.7.4	
d+1	By 12:00	Transmission Company	Transmission Company sends Ex-Post Spinning Reserve Requirement to Market Operator	K.2.8.6	
d+1	By 12:00	Pool Participants	Pool Participants submit Fuel Consumption Data to Market Operator	K.2.9.1	
d+1	By 13:00	Market Operator	Market Operator calculates Ex-Post Reserve Holding Limits and sends to relevant Pool Participants	K.2.8.7	
d+1	By 13:00	Market Operator	Market Operator calculates Ex-Post Reserve Holding Quantities and sends to relevant Pool Participants	K.2.8.7	
d+1	After 13:00	Market Operator	Market Operator initiates Indicative Market Schedule Run	Annex I-1	

day	time	Initiating	Event	Reference	Published?
d+1	After 13:00	Market Operator	Market Operator initiates Indicative Scarcity Price Run	Annex I-1	
d+1	By 15:00	Market Operator	Market Operator publishes Indicative Market Schedule	Annex I-1	Yes
d+1	By 15:00	Market Operator	Market Operator publishes Indicative SMP	Annex I-1	Yes
d+1	By 15:00	Market Operator	Market Operator publishes Indicative Scarcity Price, Scarcity Factor and Margin	Annex I-1	Yes
d+1	By 15:00	Market Operator	Market Operator publishes Indicative Aggregate Pool Price	Annex I-1	Yes
<b>Post d+1 activities</b>					
d+2BD	After 13:00	Market Operator	Market Operator initiates Indicative Energy Settlement Run	Annex I-1	
d+2BD	By 15:00	Market Operator	Market Operator issues Indicative Daily Energy Settlement Statements	Annex I-1	
d+5BD	By 11:00	Market Operator	Market Operator takes resolved settlement queries into account for Confirmed Market Schedule Run and Confirmed Energy Settlement Run	Annex I-1	
d+5BD	After 13:00	Market Operator	Market Operator initiates Confirmed Market Schedule Run	Annex I-1	
d+5BD	By 15:00	Market Operator	Market Operator publishes Confirmed Market Schedule	Annex I-1	Yes
d+5BD	By 15:00	Market Operator	Market Operator publishes Confirmed SMP	Annex I-1	Yes

day	time	Initiating	Event	Reference	Published?
d+6BD	After 15:00	Market Operator	Market Operator initiates Confirmed Energy Settlement Run for Energy Credits	Annex I-1	
d+6BD	By 16:00	Market Operator	Market Operator issues Confirmed Daily Energy Settlement Statement	Annex I-1	
d+6BD	By 16:00	Market Operator	Market Operator issues Confirmed Monthly Energy Settlement Statement	Annex I-1	
d+10BD	At 23:59	n/a	Settlement Query Deadline for Energy Settlement	P.5.3.3	
m+6BD	After 13:00	Market Operator	Market Operator initiates Indicative Scarcity Settlement Run	Annex I-1	
m+6BD	By 15:00	Market Operator	Market Operator issues Indicative Monthly Scarcity Settlement Statements	Annex I-1	
m+10BD	At 23:59	n/a	Settlement Query Deadline for Month for Scarcity Settlement	P.5.3.3	
m+10BD	By 11:00	Market Operator	Market Operator takes resolved settlement queries into account for Confirmed Monthly Scarcity Price Run and Confirmed Monthly Scarcity Settlement Run	Annex I-1	
m+10BD	After 13:00	Market Operator	Market Operator initiates Confirmed Monthly Scarcity Price Run	Annex I-1	

day	time	Initiating	Event	Reference	Published?
m+10BD	By 15:00	Market Operator	Market Operator publishes Scarcity Prices from Confirmed Monthly Scarcity Price Run, Scarcity Factors and Margins	Annex I-1	Yes
m+10BD	By 15:00	Market Operator	Market Operator publishes Confirmed Aggregate Pool Prices	Annex I-1	Yes
m+11BD	After 13:00	Market Operator	Market Operator initiates Confirmed Monthly Scarcity Settlement Run	Annex I-1	
m+11BD	By 15:00	Market Operator	Market Operator issues Confirmed Monthly Scarcity Settlement Statements	Annex I-1	
m+11BD	By 15:00	Generator	Generator issues Pool Invoices	Annex I-1	
y+11BD	After 13:00	Market Operator	Market Operator initiates Confirmed Monthly Scarcity Settlement Run for final Month of the Year, including year-end reconciliation of Scarcity Credits	Annex I-1	
y+11BD	After 15:00	Market Operator	Market Operator initiates Confirmed Monthly Scarcity Settlement Statements issued for final Month of the Year, including year-end reconciliation of Scarcity Credits	Annex I-1	
d+24 Months	By 13:00	n/a	Additional Energy Settlement Run deadline	1.6.3.7	
m+Months remaining in Year+24 Months	By 13:00	n/a	Additional Scarcity Settlement Run deadline	1.6.3.8	

## **J. OFFER DATA SUBMISSION, STRUCTURE AND REQUIREMENTS**

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## **J.1. INTRODUCTION TO THIS SECTION**

### ***J.1.1. General***

J.1.1.1 This Section of the Market Rules sets out:

- (a) Offer Data submission responsibilities and legal effect;
- (b) information required to form Offer Data;
- (c) restrictions on Offer Data;
- (d) Offer Data structure and requirements;
- (e) Offer Data submission arrangements;
- (f) Offer Data resubmission arrangements; and
- (g) general Offer Data requirements.

### ***J.1.2. Key functions of Parties in this Section***

J.1.2.1 In this Section:

- (a) Pool Participants:
  - (i) prepare and submit to the Power Procurer for agreement an Offer Derivation From Contract Terms Approach for Non-Pool-Based Contracted Generation;
  - (ii) submit Offer Data to the Market Operator.
- (b) the Market Operator:
  - (i) publishes temperature forecast data upon which Offer Data is to be based;
  - (ii) prepares the Economic Fuel Price Calculation Methodology;
  - (iii) provides Economic Fuel Price inputs upon which Offer Data is to be based; and
- (c) the Transmission Company:
  - (i) provides water production requirements upon which Offer Data is to be based.

### ***J.1.3. Annexes to this Section***

J.1.3.1 This Section refers to the following Annex:

- (a) Annex J-1: Offer Data components.

### ***J.1.4. Approved Methodologies and MRPs***

J.1.4.1 This Section refers to the following Approved Methodologies:



- (a) Economic Fuel Price Calculation Methodology; and
- (b) Offer Derivation From Contract Terms Principles.

J.1.4.2 This Section refers to no MRPs.

## **J.2. OFFER DATA SUBMISSION RESPONSIBILITIES AND LEGAL EFFECT**

### ***J.2.1. Offer Data submission responsibility***

- J.2.1.1 Each Generator shall submit Offer Data to the Market Operator in accordance with this Section J for each Production Facility f Registered to that Pool Participant, subject to Section J.2.1.2.
- J.2.1.2 In accordance with Section E.3.3.1(c), the Power Procurer shall submit Offer Data to the Market Operator in accordance with this Section J for each Production Facility f for which a Generator Participation Derogation is in force.
- J.2.1.3 The Power Procurer shall submit Offer Data to the Market Operator in accordance with this Section J for each Demand Side Unit u Registered under the Market Rules.

### ***J.2.2. Legal effect of Offer Data submission***

- J.2.2.1 Each Pool Participant shall be bound by the Offer Data it submits. By submitting Offer Data each Pool Participant unconditionally and irrevocably offers and agrees to be bound by the application of the Market Rules in respect of the Offer Data including the Market Schedule and the Pool Charges determined by reference (among other things) to such Data.
- J.2.2.2 A Pool Participant may not:
  - (a) attach any condition or qualification to its submission of Offer Data; or
  - (b) after Gate Closure, withdraw or revise any Offer Data which it has submitted or (pursuant to Section J.6) is deemed to have submitted, excluding specific cases where Offer Data resubmission is explicitly provided for in Section J.7.

## **J.3. INFORMATION REQUIRED TO FORM OFFER DATA**

### ***J.3.1. Temperature forecasts***

- J.3.1.1 The Market Operator shall procure from a reputable meteorological data provider a service for the provision of the following temperature forecast data for the locations of all Pool Units in timescales that are compatible with the requirements of Section J.3.1.3:
  - (a) a temperature forecast in degrees Celsius for each Trading Period h in Optimisation Horizon o, associated with Trading Day d; and

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- (b) an average temperature forecast in degrees Celsius for Trading Day d;
  - (c) an average temperature forecast in degrees Celsius for Optimisation Horizon o, associated with Trading Day d.
- J.3.1.2 The Market Operator shall publish on the Market Website details of the temperature forecasting service including a mapping of the areas covered by different forecasts to the location of each Pool Unit.
- J.3.1.3 The Market Operator shall by 09:00 on the day prior to Trading Day d publish the data specified in Section J.3.1.1.
- J.3.1.4 Where the preparation of Offer Data for a Pool Unit requires an assumption as to temperature (for a Trading Period h, a Trading Day d or an Optimisation Horizon o), Pool Participants shall prepare such Offer Data using the applicable forecast data provided by the Market Operator in accordance with Section J.3.1.3 for the relevant period, unless the provisions of Section J.3.1.5 or Section J.3.1.6 apply.
- J.3.1.5 In the event that the forecast data specified in Section J.3.1.1(a) is not provided for a Trading Period h, as outlined in Section J.3.1.3, Pool Participants shall prepare Offer Data that require an assumption as to temperature using equivalent information for that Trading Period h from a publicly available forecasting service.
- J.3.1.6 In the event that the forecast data specified in Section J.3.1.1(b) is not provided for a Trading Day d, as outlined in Section J.3.1.3, Pool Participants shall prepare Offer Data that require an assumption as to temperature using equivalent information for that Trading Day d from a publicly available forecasting service.
- J.3.1.7 In the event that the forecast data specified in Section J.3.1.1(c) is not provided for an Optimisation Horizon o, associated with Trading Day d, as outlined in Section J.3.1.3, Pool Participants shall prepare Offer Data that requires an assumption as to temperature using equivalent information for that Optimisation Horizon o from a publicly available forecasting service.

### ***J.3.2. Economic Fuel Prices***

- J.3.2.1 The Market Operator shall prepare an Approved Methodology (**Economic Fuel Price Calculation Methodology**) for determining Economic Fuel Prices for each Trading Day d and Production Facility f for Specified Fuel Types for application within the Market Rules.
- J.3.2.2 Based on the application of the Economic Fuel Price Calculation Methodology, the Market Operator shall by 09:00 on the day prior to Trading Day d, publish the Economic Fuel Price for each Specified Fuel Type a and Production Facility f for each Trading Period h in Optimisation Horizon o, associated with Trading Day d.
- J.3.2.3 Where the preparation of Offer Data for a Production Facility f requires an assumption as to fuel price of a Specified Fuel Type a, Pool Participants are required, unless directed to the contrary by the Authority, to prepare such Offer Data using the relevant Economic Fuel Price(s) provided by

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the Market Operator for the relevant period, as provided in Section J.3.2.2 or in Section J.3.2.4 as applicable.

- J.3.2.4 In the event that the Economic Fuel Price for Specified Fuel Type a and Production Facility f is not provided as outlined in Section J.3.2.2 for Optimisation Horizon o, associated with Trading Day d, Pool Participants shall prepare Offer Data on the basis of the Economic Fuel Price(s) for Specified Fuel Type a for Optimisation Horizon o, associated with Trading Day d-1.

### ***J.3.3. Water production requirements***

- J.3.3.1 The Transmission Company shall by 09:15 on the day prior to Trading Day d publish for each Production Facility f containing a Must Run GenSet that can be used in water production a water production requirement for each Trading Period h in Optimisation Horizon o, associated with Trading Day d.
- J.3.3.2 Where the preparation of Offer Data for a Production Facility f containing a Must Run GenSet that can be used in water production requires a water production requirement (for a Trading Period h, a Trading Day d or an Optimisation Horizon o), Pool Participants shall prepare such Offer Data using the applicable water production requirements provided by the Transmission Company for the relevant period, as provided in Section J.3.3.1, unless the provisions of Section J.3.3.3 apply.
- J.3.3.3 In the event that the water production requirement for Production Facility f containing a Must Run GenSet is not provided as outlined in Section J.3.3.2 for each Trading Period h in Optimisation Horizon o, associated with Trading Day d, Pool Participants shall prepare Offer Data on the basis of the water production requirement for Production Facility f in the final Trading Period h in Trading Day d-1.

### ***J.3.4. Offer Derivation From Contract Terms For Non-Pool-Based Power Contracts***

- J.3.4.1 For the purposes of the Market Rules, **Offer Derivation From Contract Terms** means the conversion of relevant terms of a Non-Pool-Based Power Contract into Offer Data such that the Offer Data is consistent with those terms and in compliance with the conditions of the relevant Generation Licence or Exemption.
- J.3.4.2 The Power Procurer shall establish an Approved Methodology (**Offer Derivation From Contract Terms Principles**) a statement of general principles for Offer Derivation From Contract Terms.
- J.3.4.3 For each Non-Pool-Based Contracted Production Facility, the Pool Participant shall:
- (a) prepare, and from time to time revise to reflect any change in relation to the Production Facility, and
  - (b) submit to the Power Procurer for agreement

a specific methodology (**Offer Derivation From Contract Terms Approach**), consistent with the Offer Derivation From Contract Terms

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Principles, by reference to the particular terms of the relevant Non-Pool-Based Power Contract.

- J.3.4.4 The Pool Participant and the Power Procurer shall use reasonable endeavours to agree the specific Offer Derivation From Contract Terms Approach and any revision thereof. If they are unable to agree it, the question as to what methodology should apply shall be referred to the Authority and such question shall be determined by the Authority in accordance with Section C.7.2.
- J.3.4.5 Pool Participants are required to prepare Offer Data for Non-Pool-Based Contracted Production Facilities in compliance with the Offer Derivation From Contract Terms Approach for the relevant Production Facility.

#### **J.4. RESTRICTIONS ON OFFER DATA**

##### ***J.4.1. Maximum Configurations Per Production Block***

- J.4.1.1 The value of the Maximum Configurations Per Production Block parameter is two hundred (200).

##### ***J.4.2. Maximum Production Units Per Configuration***

- J.4.2.1 The value of the Maximum Production Units Per Configuration parameter is ten (10).

##### ***J.4.3. Offer Data by Fuel Type***

- J.4.3.1 Where a relevant Pool Unit has only one possible Fuel Type, the relevant Pool Participant shall prepare and submit Offer Data on the basis of that Fuel Type.
- J.4.3.2 Where a relevant Pool Unit has more than one possible Fuel Type, the relevant Pool Participant shall prepare and submit Offer Data for the Pool Unit for Optimisation Horizon o, associated with Trading Day d:
- (a) if the Primary Fuel Type is available in all Trading Periods of Optimisation Horizon o, associated with Trading Day d, on the basis of its Primary Fuel Type;
  - (b) if the Primary Fuel Type is expected to be unavailable for one or more Trading Periods in Optimisation Horizon o, associated with Trading Day d, on the basis of the Fuel Type a, which is available over the greatest number of Trading Periods in the Optimisation Horizon o, with the exception of Price (Fuel Economic), Price (Non Fuel), No Load Cost (Fuel Economic) and No Load Cost (Non Fuel), which the Pool Participant shall prepare and submit:
    - (i) on the basis of the alternative Fuel Type used in Trading Periods over which the Primary Fuel Type is unavailable; and
    - (ii) on the basis of its Primary Fuel Type for Trading Periods over which the Primary Fuel Type is available.
- J.4.3.3 The Actual Fuel Price for a Trading Day d shall be based on:

- (a) the Primary Fuel Type where there are multiple Fuel Types and the Primary Fuel Type is available in all Trading Periods of the Optimisation Horizon o, associated with Trading Day d; or
- (b) an alternative Fuel Type where there are multiple Fuel Types and the Primary Fuel Type is not available in any of the Trading Periods of the Optimisation Horizon o, associated with Trading Day d; or
- (c) the Fuel Type where there is a single Fuel Type available;

J.4.3.4 The Actual Fuel Price (Back-Up) for a Trading Day d shall be:

- (a) undefined where there is a single Fuel Type available;
- (b) undefined where there are multiple Fuel Types and the Primary Fuel Type is available in all Trading Periods of Trading Day d;
- (c) undefined where there are multiple Fuel Types and an alternative Fuel Type (other than the Primary Fuel Type) is available in all Trading Periods of Trading Day d; or
- (d) based on an alternative Fuel Type where there are multiple Fuel Types and the Primary Fuel Type is available in at least one Trading Period h, but not all Trading Periods of Trading Day d.

J.4.3.5 After Gate Closure, Offer Data can be resubmitted to reflect use of an alternative Fuel Type only in accordance with Section J.7.

***J.4.4. Number of Offer Curve submissions in respect of an Optimisation Horizon associated with a Trading Day d***

J.4.4.1 In respect of each Price Maker Pool Scheduling Unit u, excluding Autogenerator Pool Scheduling Units, the relevant Pool Participant has the option, subject to Section J.4.3.2, to prepare and submit:

- (a) a single Offer Curve that applies uniformly to each Trading Period h in Optimisation Horizon o, associated with Trading Day d; or
- (b) multiple Offer Curves, up to a maximum of the number of Trading Periods in an Optimisation Horizon o, associated with Trading Day d, with each Offer Curve applying to a specific Trading Period h or set of consecutive Trading Periods in Optimisation Horizon o, associated with Trading Day d.

subject to the Offer Curve complying with the requirements of Section J.5.

J.4.4.2 In respect of each Autogenerator Pool Scheduling Unit u, the relevant Pool Participant shall prepare an Offer Curve to apply to each Trading Period h in Optimisation Horizon o, associated with Trading Day d.

J.4.4.3 In respect of each Hybrid Production Unit u, the relevant Pool Participant shall prepare an Offer Curve to apply to each Trading Period h in Optimisation Horizon o, associated with Trading Day d.

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## **J.5. OFFER DATA STRUCTURE AND REQUIREMENTS**

### ***J.5.1. Structural Offer Data***

- J.5.1.1 Each Pool Participant shall, in accordance with the process specified in Section J.6.3, submit Structural Offer Data consisting of the Data Records specified in Annex J-1 to the Market Operator in respect of each of its Pool Units, subject to and in compliance with the applicable requirements in Section J.4, Section J.5.1.2, Section J.6, Section J.8 and Annex J-1.
- J.5.1.2 Requirements/restrictions in respect of Production Block level Structural Offer Data are set out below:
- (a) in the case of a Production Block in an Autogenerator Production Facility, Structural Offer Data shall be provided to cover the case when the Autogenerator Flag is set to 'Yes' and to cover the case when the Autogenerator Flag is set to 'No';
  - (b) the number of Configurations for each Production Block shall be consistent with the prevailing value for the Maximum Configurations Per Production Block parameter;
  - (c) the number of Pool Scheduling Units for each Configuration shall be consistent with the prevailing value for the Maximum Production Units Per Configuration parameter;
  - (d) in a Transition Library, each Transition shall have a unique ID;
  - (e) in a Transition Matrix, possible entries within a cell are:
    - (i) 'Null' if the 'Configuration from' and 'Configuration to' combination is not viable;
    - (ii) a single Transition ID from the Transition Library if this is the route for the 'Configuration from' and 'Configuration to' combination; or
    - (iii) a combination of Transition IDs from the Transition Library if these Transitions are, simultaneously and not sequentially, the route for the 'Configuration from' and 'Configuration to' combination.

### ***J.5.2. Commercial Offer Data***

- J.5.2.1 Each Pool Participant shall submit Commercial Offer Data consisting of the Data Records specified in Annex J-1 to the Market Operator in respect of each of its Pool Units subject to and in compliance with the applicable requirements in Section J.4, Sections J.5.2.2 to J.5.2.4, Section J.6, Section J.8 and Annex J-1.
- J.5.2.2 Requirements/restrictions in respect of Price-Quantity Pair level Commercial Offer Data are set out below:
- (a) Price (Fuel Economic) for a Specified Fuel Type of a Production Unit  $u$  shall be based on the relevant Economic Fuel Price for the

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- Fuel Type, determined in accordance with Section J.4.3.2, of the Production Unit;
- (b) the sum of Price (Fuel Economic) and Price (Non Fuel) of each Price-Quantity Pair shall be greater than or equal to Pool Price Floor and less than or equal to the Pool Price Cap;
  - (c) in the case of a Production Unit in a Production Facility that includes a Hybrid Production Unit, Price (Fuel Economic), Price (Non Fuel) and Quantity shall be consistent with the requirements in relation to Must Run Auxiliary Consumption provided in Section I.3.2, where applicable;
  - (d) where the thermal efficiency of a Production Unit is affected by air temperature, the Price (Fuel Economic) shall be submitted based on either:
    - (i) for Price-Quantity Pairs associated with Production Units that choose to only submit a single Offer Curve for Optimisation Horizon o, associated with Trading Day d, the average air temperature of the forecast provided by the Market Operator for the relevant location for Optimisation Horizon o, associated with Trading Day d;
    - (ii) for Price-Quantity Pairs associated with Production Units that choose to or must submit more than one and less than the number of Trading Periods in the Optimisation Horizon o, associated with Trading Day d, Offer Curves for Optimisation Horizon o, associated with Trading Day d, the average air temperature of the forecast provided by the Market Operator for the relevant location in the relevant Trading Period(s) h in Optimisation Horizon o, associated with Trading Day d, over which the relevant Offer Curve applies;
    - (iii) for Price-Quantity Pairs associated with Production Units that choose to or must submit an Offer Curve for each Trading Period h, the air temperature forecast provided by the Market Operator for the relevant location for Trading Period h in Optimisation Horizon o, associated with Trading Day d, for which the relevant Offer Curve applies;
  - (e) where the capacity of a Production Unit is affected by air temperature, the Quantity shall be submitted based on either:
    - (i) for Price-Quantity Pairs associated with Production Units that choose to submit a single Offer Curve for the Optimisation Horizon o, associated with Trading Day d, the air temperature for the relevant location for the Trading Period h of the forecast provided by the Market Operator that results in the highest Production Unit capacity;
    - (ii) for Price-Quantity Pairs associated with Production Units that choose to submit more than one and less than the number of Trading Periods in the Optimisation Horizon o Offer Curves for Optimisation Horizon o, associated with Trading Day d, the air

temperature forecast provided by the Market Operator for the relevant location in the Trading Period h with the highest Production Unit capacity across Trading Periods, over which the relevant Offer Curve applies;

- (iii) for Price-Quantity Pairs associated with Production Units that choose to or must submit an Offer Curve for each Trading Period h, the air temperature forecast provided by the Market Operator for the relevant location for each Trading Period h in Optimisation Horizon o, associated with Trading Day d;
- (f) the sum of Quantities over a set of Price-Quantity Pairs in respect of a Pool Scheduling Unit shall be greater than or equal to the Offered Availability of the Pool Scheduling Unit in the corresponding Trading Period h;
- (g) all Price-Quantity Pairs associated with a Price Maker Production Unit or a Demand Side Unit shall have their Must Run Flag set to 'No';
- (h) the first Price-Quantity Pair of an Offer Curve for a Hybrid Production Unit may have its Must Run Flag set to 'Yes'; and
- (i) for an Autogenerator Production Unit, the Prices and Quantities of all Price-Quantity Pairs in the Offer Curve shall represent electricity that can be offered to the Pool net of any Self Supply, consistent with the requirements in relation to Self Supply provided in Section I.3.2.

J.5.2.3 Requirements/restrictions in respect of Pool Scheduling Unit level Commercial Offer Data are set out below:

- (a) the sum of Price (Fuel Economic) and Price (Non Fuel) of each successive Step in an Offer Curve shall increase monotonically;
- (b) the No Load Cost (Fuel Economic) for a Specified Fuel Type of a Production Unit u shall be based on the relevant Economic Fuel Price for the Fuel Type, determined in accordance with Section J.4.3.2, of the Production Unit;
- (c) where the thermal efficiency of a Production Unit is affected by air temperature, the No Load Cost (Fuel Economic) shall be submitted based on:
  - (i) for No Load Cost (Fuel Economic) associated with Production Units that choose to only submit a single No Load Cost (Fuel Economic) for Optimisation Horizon o, associated with Trading Day d, the average air temperature of the forecast provided by the Market Operator for the relevant location for Optimisation Horizon o, associated with Trading Day d;
  - (ii) for No Load Cost (Fuel Economic) associated with Production Units that choose to or must submit more than one and less than the number of Trading Periods in the Optimisation Horizon o, associated with Trading Day d, No Load Costs (Fuel Economic) for Trading Day d, the average air



- temperature of the forecast provided by the Market Operator for the relevant location across the relevant Trading Period(s) in Optimisation Horizon o, associated with Trading Day d, for which the relevant No Load Cost (Fuel Economic) applies;
- (iii) for No Load Cost (Fuel Economic) associated with Production Units that choose to or must submit a No Load Cost (Fuel Economic) for each Trading Period h in Optimisation Horizon o, associated with Trading Day d, the air temperature forecast provided by the Market Operator for the relevant location for Trading Period h for which the relevant No Load Cost (Fuel Economic) applies; and
  - (d) with the exception of Price Taker Production Units, which are required to submit a Nominated Quantity for each Trading Period h in Optimisation Horizon o, associated with Trading Day d, a Pool Scheduling Unit shall submit a Nominated Quantity for the relevant Trading Period h in Optimisation Horizon o, associated with Trading Day d, if and only if such Pool Scheduling Unit has its Under Test Flag set to 'Yes';
  - (e) where a Pool Scheduling Unit has an Under Test Activity State of 'Inactive' in a Trading Period h of Optimisation Horizon o, associated with Trading Day d, its Nominated Quantity in such Trading Period h shall be equal to zero;
  - (f) the Offered Availability for each Trading Period h in Optimisation Horizon o, associated with Trading Day d, shall be consistent with the air temperature forecast provided by the Market Operator for the relevant location for each Trading Period h in Optimisation Horizon o, associated with Trading Day d;
  - (g) all Pool Scheduling Units that belong to the same Production Block should have the same Actual Fuel Price associated with a single Fuel Type a;
  - (h) all Pool Scheduling Units that belong to the same Production Block should have the same Actual Fuel Price (Back-Up) associated with a single Fuel Type a;
  - (i) the Under Test Flag of a Pool Scheduling Unit in Trading Period h of Optimisation Horizon o, associated with Trading Day d, shall be set to 'Yes' only in accordance with Section I.7.1.7 and Section I.7.2.6, as appropriate;
  - (j) all Pool Scheduling Units with an Under Test Flag set to 'No' in Trading Period h of Optimisation Horizon o, associated with Trading Day d, shall not submit an Under Test Activity State for such Trading Period h of Optimisation Horizon o, associated with Trading Day d; and
  - (k) all Pool Scheduling Units with an Under Test Flag set to 'Yes' in Trading Period h of Optimisation Horizon o, associated with Trading Day d, shall submit an Under Test Activity State for such Trading Period h of Optimisation Horizon o, associated with Trading Day d,

and this shall be set to 'Active' or 'Inactive' in accordance with Section I.7.1.7 and Section I.7.2.6.

J.5.2.4 Requirements/restrictions in respect of Transition level Commercial Offer Data are set out below:

- (a) the Transition Cost (Fuel Economic) for Transitions within a Production Block with a Specified Fuel Type shall be based on the relevant Economic Fuel Price for the Fuel Type, determined in accordance with Section J.4.3.2, of the Production Block.

J.5.2.5 Requirements/restrictions in respect of Production Facility level Commercial Offer Data are set out below:

- (a) in the case of a Production Unit in a Production Facility that includes a Hybrid Production Unit, the requirements in relation to Must Run Auxiliary Consumption provided in Section I.3.2, where applicable.

### **J.5.3. Technical Offer Data**

J.5.3.1 Each Pool Participant shall submit Technical Offer Data consisting of the Data Records specified in Annex J-1 to the Market Operator in respect of each of its Pool Units, subject to and in compliance with the applicable requirements set out in Section J.4, Section J.5.3.2, Section J.5.3.3, Section J.6, and Section J.8.

J.5.3.2 Requirements/restrictions in respect of Pool Scheduling Unit level Technical Offer Data are set out below:

- (a) the Fuel Type shall be:
  - (i) the Primary Fuel Type where there are multiple Fuel Types and the Primary Fuel Type is available in all Trading Periods of the Optimisation Horizon o, associated with Trading Day d; or
  - (ii) an alternative Fuel Type where there are multiple Fuel Types and the Primary Fuel Type is not available in any of the Trading Periods of the Optimisation Horizon o, associated with Trading Day d; or
  - (iii) the Fuel Type where there is a single Fuel Type available;
- (b) the Back-Up Fuel Type shall be:
  - (i) undefined where there is a single Fuel Type available;
  - (ii) undefined where there are multiple Fuel Types and the Primary Fuel Type is available in all Trading Periods of the Optimisation Horizon o, associated with Trading Day d;
  - (iii) undefined where there are multiple Fuel Types and an alternative Fuel Type (other than the Primary Fuel Type) is available in all Trading Periods of the Optimisation Horizon o, associated with Trading Day d;

- (iv) an alternative Fuel Type where there are multiple Fuel Types and the Primary Fuel Type is available in at least one Trading Period h, but not all Trading Periods of Optimisation Horizon o, associated with Trading Day d;
- (c) the Minimum Output shall be greater than or equal to zero;
- (d) the Ramp Up Rate shall be greater than zero;
- (e) the Ramp Down Rate shall be greater than zero;
- (f) the Maximum On Time shall be greater than or equal to zero;
- (g) the Minimum On Time shall be greater than or equal to zero; and
- (h) the Minimum Off Time shall be greater than or equal to zero.

J.5.3.3 Requirements for Transition Technical Offer Data are set out below:

- (a) The Transition shall contain three Transition Banks and two Transition Ramps;
- (b) The Transition Bank Times and Transition Ramp Times shall be greater than or equal to zero;
- (c) The Transition Bank Output for each occurrence of Transition Bank shall be greater than or equal to zero.

## **J.6. OFFER DATA SUBMISSION**

### ***J.6.1. Basis for Offer Data***

- J.6.1.1 Pool Participants shall ensure that a full set of Offer Data, consisting of Commercial Offer Data, Technical Offer Data and Structural Offer Data that is internally consistent and consistent with the requirements of this Section J and Annex J-1, is provided for each Pool Unit for each Optimisation Horizon o, associated with Trading Day d, in the form of either Offer Data submitted for Optimisation Horizon o, associated with Trading Day d, or (where Section J.6.1.2 does not apply) Default Offer Data.
- J.6.1.2 If compliance with Section J.8.1.1 requires submission of updated Commercial Offer Data, Technical Offer Data and/or Structural Offer Data in respect of a Pool Unit u for Optimisation Horizon o, associated with Trading Day d, the relevant Pool Participant shall submit updated Commercial Offer Data, Technical Offer Data and/or Structural Offer Data as appropriate prior to the Gate Closure for the Trading Day to which the Data relates.
- J.6.1.3 In accordance with Section J.6.1.1 and Section J.6.1.2, Commercial Offer Data, Technical Offer Data and Structural Offer Data in respect of a Pool Unit for Optimisation Horizon o, associated with Trading Day d, shall each be either:
  - (a) as submitted by the relevant Pool Participant and Validated prior to the Gate Closure for Trading Day d to which the Data first relates; or

- (b) based on Default Offer Data in accordance with Section J.6.2 if:
  - (i) Offer Data is not submitted by the relevant Pool Participant prior to the Gate Closure for Trading Day d;
  - (ii) Offer Data is submitted by the relevant Pool Participant prior to the Gate Closure for Trading Day d to which the Data relates, but is not Validated by the Market Operator in accordance with MRP H-1; or
  - (iii) a Communications Failure in accordance with Section H.6 prevents submission or receipt of Offer prior to the Gate Closure for Trading Day d to which the Data relates.

subject, in the case of Structural Offer Data, to Section J.6.3.

- J.6.1.4 In accordance with Section H, Offer Data submitted in respect of Optimisation Horizon o, associated with Trading Day d, may be amended by the later submission of revised Offer Data prior to the Gate Closure for Trading Day d to which the Data relates, subject, in the case of Structural Offer Data, to Section J.6.3.
- J.6.1.5 In the event of resubmission in accordance with Section J.6.1.4, the version of submitted Offer Data in respect of Optimisation Horizon o, associated with Trading Day d, which is effective for the purposes of the Market Rules shall be the latest prevailing version submitted prior to the Gate Closure for the Trading Day to which the Data relates.
- J.6.1.6 After Gate Closure for a Trading Day d, Offer Data for Optimisation Horizon o, associated with Trading Day d, shall only be re-submitted by a Pool Participant in the circumstances and via the processes defined in Section J.7.

### ***J.6.2. Basis for Default Offer Data***

- J.6.2.1 **Default Offer Data** in relation to a Pool Unit and a Trading Day d is:
  - (a) in the case of Data which relates to a Trading Period h, the Offer Data for that Trading Period h of the most recent Optimisation Horizon o, associated with Trading Day d, for which such Offer Data was submitted and Validated; or
  - (b) in the case of Data which relates to a Trading Day d, the Offer Data for the most recent Optimisation Horizon o, associated with Trading Day d, for which such Offer Data was submitted and Validated.

### ***J.6.3. Structural Offer Data submission***

- J.6.3.1 Structural Offer Data in respect of a Production Facility or a Demand Side Unit is first prepared during Registration, in accordance with Section E.4.3. For purposes of Section E.4.3, during Registration, a set of Structural Offer Data in accordance with Annex J-1 in respect of the Production Facility or Demand Side Unit being Registered shall be proposed by the relevant Pool Participant to the Market Operator.

- 
- J.6.3.2 On receipt of the proposed set of Structural Offer Data the Market Operator shall either:
- (a) accept the set of Structural Offer Data and confirm this to the relevant Pool Participant; or
  - (b) discuss an alternative set of Structural Offer Data with the relevant Pool Participant.
- J.6.3.3 If any question arises regarding the selection of Structural Offer Data in respect of Section J.6.3.1, and such question is not resolved to the satisfaction of the relevant Pool Participant and Market Operator, such question shall be decided by the Authority in accordance with Section C.7.2.
- J.6.3.4 Registration of the Structural Offer Data established through either Section J.6.3.2(a) or Section J.6.3.2(b) for a Production Facility or a Demand Side Unit by the relevant Pool Participant shall be deemed to be submission of Structural Offer Data in respect of the first Trading Day d of operation in the Pool.
- J.6.3.5 If a Pool Participant wishes or is required to revise the Structural Offer Data in respect of a Production Facility or a Demand Side Unit, the relevant Pool Participant shall submit to the Market Operator, at least 20 Business Days prior to Trading Day d from which the revised Structural Offer Data is to apply, the following information:
- (a) a proposed revised set of Structural Offer Data in accordance with Annex J-1; and
  - (b) the intended effective date from which the Pool Participant intends the revised Structural Offer Data to apply;
- and the processes set out in Sections J.6.3.2 and J.6.3.3 shall then be followed.
- J.6.3.6 The relevant Pool Participant shall submit the Structural Offer Data established through Section J.6.3.5 for a Production Facility or a Demand Side Unit in respect of Trading Day d corresponding with the effective date.

#### ***J.6.4. Method of Offer Data submission***

- J.6.4.1 Offer Data shall be submitted by Pool Participants by way of Data Communication in accordance with the applicable requirements of Section H.

#### ***J.6.5. Offer Data transfer to the Transmission Company***

- J.6.5.1 The Market Operator shall submit to the Transmission Company by 12:00 on the day prior to the Trading Day d Validated Offer Data for each Pool Unit for Optimisation Horizon o, associated with Trading Day d.

---

## **J.7. OFFER DATA RESUBMISSION**

### ***J.7.1. Permitted circumstances for Offer Data resubmission***

- J.7.1.1 A Pool Participant shall resubmit Commercial Offer Data and Technical Offer Data for a Pool Unit for one or more Trading Periods *h* in Optimisation Horizon *o*, associated with Trading Day *d*, if any of the following circumstances arise after Gate Closure in respect of those Trading Periods:
- (a) a Pool Unit *u* is required to operate in such Trading Period(s) using a Fuel Type other than the Fuel Type upon which its Offer Data was based in accordance with Section J.4.3.2 as a result of a Dispatch Instruction from the Transmission Company requiring operation using an alternative Fuel Type, excluding where the Dispatch Instruction relates to a Production Unit that is Under Test;
  - (b) a Pool Unit *u* is unable to operate in such Trading Period(s) using the Fuel Type upon which its Offer Data was based in accordance with Section J.4.3.2 as a result of a supply restriction in respect of that Fuel Type and:
    - (i) the relevant Pool Participant has notified the intended or actual change of Fuel Type to the Transmission Company, with effect from the first Trading Period after the notification to the Transmission Company; and
    - (ii) in response to which the Market Operator, with approval from the Authority, permits Offer Data re-submission;
  - (c) a Hybrid Production Unit *u* receives instruction of a water production requirement for such Trading Period(s) that deviates from the pre-Gate Closure instruction by more than the Must Run Auxiliary Consumption Variation Threshold in terms of overall water production across Optimisation Horizon *o*, associated with Trading Day *d*;
  - (d) a Pool Scheduling Unit *u* is no longer required to undergo testing in such Trading Period(s) pursuant to Section I.7.1.4, Section I.7.1.5, Section I.7.2.3 or Section I.7.2.4 or if, due to Dispatch Instructions from the Transmission Company, it is not possible to conduct testing as anticipated within a Testing Schedule in respect of a Pool Scheduling Unit *u*; or
  - (e) Emergency Instructions are issued under the Grid Code:
    - (i) which necessitate operation outside the range of operation envisaged within Offer Data; and
    - (ii) in response to which the Market Operator, with approval from the Authority, permits Offer Data re-submission.

### ***J.7.2. Process for Offer Data resubmission***

- J.7.2.1 If Offer Data resubmission is permitted for a Pool Unit in respect of Trading Periods *h* in Optimisation Horizon *o*, associated with Trading Day

d, in accordance with Section J.7.1, then the Pool Participant may, and if required for compliance with Section J.8 shall, submit to the Market Operator by 12:00 one day after Trading Day d:

- (a) revised Commercial Offer Data in accordance with Section J.5.2; and
- (b) revised Technical Offer Data in accordance with Section J.5.3.

J.7.2.2 Structural Offer Data is not required to be resubmitted for the Trading Periods for which the resubmitted Offer Data applies, there is assumed to be no change in Configuration of the relevant Pool Units.

J.7.2.3 For the purpose of Indicative and Confirmed Pool Runs, revised Offer Data submitted in accordance with Section J.7.2.1 shall replace any Offer Data previously submitted in respect of the relevant Pool Unit for the relevant Trading Periods h in Optimisation Horizon o, associated with Trading Day d.

## **J.8. GENERAL OFFER DATA REQUIREMENTS**

### ***J.8.1. Offer Data accuracy***

J.8.1.1 Each Generator (acting as a Prudent Industry Operator) shall ensure that the Structural Offer Data and Technical Offer Data and Actual Availability Data it submits in respect of its Production Facilities reflect the actual operating characteristics of the Production Facilities at the relevant time or as anticipated at the relevant time.

### ***J.8.2. Grid Code consistency***

J.8.2.1 Each Pool Participant shall use reasonable endeavours to ensure that Structural Offer Data and Technical Offer Data and Actual Availability Data submitted (at any time) to the Market Operator in respect of its Production Facilities are consistent with the equivalent data which it submits or is required to submit (at or around the same time) to the Transmission Company under the Grid Code.

### ***J.8.3. Further provisions***

J.8.3.1 Nothing in this Section J.8 requires a Generator to use a reference temperature other than the applicable reference temperature notified by the Market Operator pursuant to Section J.

J.8.3.2 Nothing in this Section J.8 applies in respect of Commercial Offer Data (but without prejudice to any Market Behaviour Condition).

**AS PART OF ANNEX J****ANNEX CONTENTS**

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## ANNEX J-1 – OFFER DATA COMPONENTS

### 1. INTRODUCTION

#### 1.1. *General*

1.1.1 This Annex J-1 sets out the components of Structural Offer Data, Commercial Offer Data and Technical Offer Data and the units, where applicable, of Commercial Offer Data and Technical Offer Data in respect of Price-Quantity Pairs, Pool Scheduling Units, Production Blocks, Transitions and Production Facilities and refers to the Market Rules obligations relating to such Data.

### 2. STRUCTURAL OFFER DATA

#### 2.1. *Structural Offer Data elements*

2.1.1 Structural Offer Data in respect of Pool Units shall, where required in paragraph 2.2.1, comprise one or more of the following Data components:

- (a) the Production Blocks in respect of each Production Facility;
- (b) the Pool Scheduling Units in respect of each Production Block;
- (c) the Configurations in respect of each Production Block;
- (d) the Transition Library in respect of each Production Block; and
- (e) the Transition Matrix in respect of each Production Block.

#### 2.2. *Structural Offer Data by relevant Pool Unit category*

2.2.1 Structural Offer Data in respect of different categories of Pool Units is as set out in Annex J-1: Table 1, Annex J-1: Table 2, Annex J-1: Table 3 and Annex J-1: Table 4.

**Annex J-1: Table 1 – Structural Offer Data for Production Facilities**

Data element	Production Facility
Production Blocks	Yes

**Annex J-1: Table 2 – Structural Offer Data for Production Blocks**

Data element	Production Block				
	containing no Price Taker Production Units*	containing Price Taker Production Units only	containing a Demand Side Unit only	with Auto-generator Flag** set to 'Yes'	with Auto-generator Flag** set to 'No'
Pool Scheduling Units for each Production Block	Yes	Yes	Yes	Yes	Yes
Configurations for each Production Block	Yes	No	Yes	No	Yes
Transition Library	Yes	No	Yes	No	Yes
Transition Matrix	Yes	No	Yes	No	Yes

\*For the avoidance of doubt, this grouping includes Production Blocks with one or more Production Units with Under Test status

\*\*Structural Offer Data for a Production Block in an Autogenerator Production Facility must cover the case when the Autogenerator Flag is set to 'Yes' and the case when the Autogenerator Flag is set to 'No'

**Annex J-1: Table 3 – Example of a Transition Library**

Transition ID	Start Pool Scheduling Units	End Pool Scheduling Units
Transition 1	PU1, PU2	PU5

**Annex J-1: Table 4 – Example of a Transition Matrix**

		To	
		Configuration 1	Configuration 2
From	Configuration 1	Null	Transition 1
	Configuration 2	Transition 2 and Transition 3 (simultaneously and not sequentially)	Null

---

### 3. COMMERCIAL OFFER DATA

#### 3.1. Commercial Offer Data elements

- 3.1.1 Commercial Offer Data in respect of Price-Quantity Pairs shall, where required in paragraph 3.2.1, comprise one or more of the following data elements:
- (a) one Price (Fuel Economic);
  - (b) one Price (Non Fuel);
  - (c) one Quantity; and
  - (d) one Must Run flag.
- 3.1.2 Commercial Offer Data in respect of Pool Scheduling Units shall, where required in paragraph 3.2.1, comprise one or more of the following data elements:
- (a) one Offer Curve consisting of up to ten Price-Quantity Pairs to apply either:
    - (i) uniformly to all Trading Periods  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ ; or
    - (ii) uniformly to an identified selection of Trading Periods  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ ; or
    - (iii) for each Trading Period  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ ;
  - (b) one No Load Cost (Fuel Economic) to apply either:
    - (i) uniformly to all Trading Periods  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ ; or
    - (ii) uniformly to an identified selection of Trading Periods  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ ; or
    - (iii) for each Trading Period  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ ;
  - (c) one No Load Cost (Non Fuel) to apply either:
    - (i) uniformly to all Trading Periods  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ ;
    - (ii) uniformly to an identified selection of Trading Periods  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ ; or
    - (iii) for each Trading Period  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ ;
  - (d) one Nominated Quantity for each Trading Period  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ ;

- 
- (e) one Offered Availability for each Trading Period h in Optimisation Horizon o, associated with Trading Day d;
  - (f) for Pool Scheduling Units with a Specified Fuel Type, one Actual Fuel Price for the Primary Fuel Type (or an alternative Fuel Type in cases where this is to be used) to apply uniformly to all relevant Trading Periods h in Optimisation Horizon o, associated with Trading Day d;
  - (g) for Pool Scheduling Units for which a Back-Up Fuel Type is defined, in accordance with J.5.3.2(b), an Actual Fuel Price (Back-Up) to apply uniformly to all relevant Trading Periods h in Optimisation Horizon o, associated with Trading Day d;
  - (h) an Under Test Flag for each Trading Period h in Optimisation Horizon o, associated with Trading Day d; and
  - (i) an Under Test Activity State for each Trading Period h in Optimisation Horizon o, associated with Trading Day d, in which the Pool Scheduling Unit has its Under Test Flag set to 'Yes'.
- 3.1.3 Commercial Offer Data in respect of Production Blocks shall, where required in paragraph 3.2.1, comprise one Autogenerator Flag to apply for the Optimisation Horizon o, associated with Trading Day d.
- 3.1.4 Commercial Offer Data in respect of Transitions shall, where required in paragraph 3.2.1, comprise one or more of the following data elements:
- (a) one Transition Cost (Fuel Economic) to apply uniformly to each occurrence of a Transition t in Optimisation Horizon o, associated with Trading Day d; and
  - (b) one Transition Cost (Non Fuel) to apply uniformly to each occurrence of a Transition t in Optimisation Horizon o, associated with Trading Day d.
- 3.1.5 Commercial Offer Data in respect of Production Facilities shall, where required in paragraph 3.2.1, comprise the following data elements:
- (a) one Must Run Auxiliary Consumption for each Trading Period h in Optimisation Horizon o, associated with Trading Day d.

### **3.2. Commercial Offer Data by relevant Pool Unit category**

- 3.2.1 Commercial Offer Data required in respect of different categories of Pool Units is as set out in Annex J-1: Table 5, Annex J-1: Table 6, Annex J-1: Table 7, Annex J-1: Table 8 and Annex J-1: Table 9.
- 3.2.2 The Commercial Offer Data shall be expressed in the units, where applicable, as provided in the second column of Annex J-1: Table 5, Annex J-1: Table 6, Annex J-1: Table 7, Annex J-1: Table 8 and Annex J-1: Table 9.
- 3.2.3 For the purposes of Market Scheduling, all Commercial Offer Data expressed in OMR / h shall be converted to OMR per Trading Period by

dividing the value of the Commercial Offer Data element with the number of Trading Periods in one hour.

**Annex J-1: Table 5 – Commercial Offer Data elements for Price-Quantity Pairs**

Data element	Unit	Price-Quantity Pairs with	
		Must Run Flag set to 'No'	Must Run Flag set to 'Yes'
Price (Fuel Economic)	<i>OMR / MWh</i>	Yes	No
Price (Non Fuel)	<i>OMR / MWh</i>	Yes	No
Quantity	<i>MWh</i>	Yes	Yes
Must Run Flag		Yes	Yes

**Annex J-1: Table 6 – Commercial Offer Data elements for Pool Scheduling Units**

Data element	Unit	Price Maker	Price Taker	Hybrid	Auto-generator	Demand Side Unit
Offer Curve (by Trading Period)		No	No	Yes	Yes	No
Offer Curve (by Trading Period, selection of Trading Periods or Optimisation Horizon associated with a Trading Day)		Yes	No	No	No	Yes
No Load Cost (Fuel Economic) (by Trading Period, selection of Trading Periods or Optimisation Horizon associated with a Trading Day)	OMR / h	Yes	No	Yes	No	No
No Load Cost (Non Fuel) (by Trading Period, selection of Trading Periods or Optimisation Horizon associated with a Trading Day)	OMR / h	Yes	No	Yes	No	No
Nominated Quantity	MWh	No if Under Test Flag set to 'No' Yes if Under Test Flag set to 'Yes'	Yes	No if Under Test Flag set to 'No' Yes if Under Test Flag set to 'Yes'	No if Under Test Flag set to 'No' Yes if Under Test Flag set to 'Yes'	No if Under Test Flag set to 'No' Yes if Under Test Flag set to 'Yes'
Offered Availability	MWh	Yes	No	Yes	Yes	Yes
Actual Fuel Price	OMR / MWh	Yes	Yes	Yes	Yes	No
Actual Fuel Price (Back-Up)	OMR / MWh	Yes (in accordance with J.4.3.4)	No	Yes (in accordance with J.4.3.4)	Yes (in accordance with J.4.3.4)	No
Under Test Flag		Yes	Yes	Yes	Yes	Yes
Under Test Activity State		No if Under Test Flag set to 'No' Yes if Under Test Flag set to 'Yes'	No if Under Test Flag set to 'No' Yes if Under Test Flag set to 'Yes'	No if Under Test Flag set to 'No' Yes if Under Test Flag set to 'Yes'	No if Under Test Flag set to 'No' Yes if Under Test Flag set to 'Yes'	No if Under Test Flag set to 'No' Yes if Under Test Flag set to 'Yes'

### Annex J-1: Table 7 – Commercial Offer Data elements for Production Blocks

Data element	Unit	Production Blocks containing	
		an Autogenerator Production Unit	no Autogenerator Production Units
Autogenerator Flag		Yes	No

### Annex J-1: Table 8 – Commercial Offer Data elements for Transitions

Data element	Unit	All Transitions
Transition Cost (Fuel Economic)	OMR	Yes
Transition Cost (Non Fuel)	OMR	Yes

### Annex J-1: Table 9 – Commercial Offer Data elements for Production Facilities

Data element	Unit	Production Facilities	
		without Hybrid Production Units	with at least one Hybrid Production Unit
Must Run Auxiliary Consumption	MWh	No	Yes

## 4. TECHNICAL OFFER DATA

### 4.1. Technical Offer Data elements

4.1.1 Technical Offer Data in respect of Pool Scheduling Units shall, where required in paragraph 4.2.4, comprise one or more of the following data elements:

- (a) for Production Units with a Specified Fuel Type, one Fuel Type to apply uniformly to all Trading Periods *h* in Optimisation Horizon *o*, associated with Trading Day *d*;
- (b) one Minimum Output to apply uniformly to all Trading Periods *h* in Optimisation Horizon *o*, associated with Trading Day *d*;
- (c) one Ramp Up Rate to apply uniformly to all Trading Periods *h* in Optimisation Horizon *o*, associated with Trading Day *d*;
- (d) one Ramp Down Rate to apply uniformly to all Trading Periods *h* in Optimisation Horizon *o*, associated with Trading Day *d*;



- (e) one Maximum On Time to apply uniformly to all Trading Periods h in Optimisation Horizon o, associated with Trading Day d;
- (f) one Minimum On Time to apply uniformly to all Trading Periods h in Optimisation Horizon o, associated with Trading Day d; and
- (g) one Minimum Off Time to apply uniformly to all Trading Periods h in Optimisation Horizon o, associated with Trading Day d.

4.1.2 Technical Offer Data in respect of Transitions shall, where required in paragraph 4.2.4, comprise one or more of the following data elements:

- (a) one Commence Transition Bank Time to apply uniformly to each occurrence of a Transition t in Optimisation Horizon o, associated with Trading Day d;
- (b) one Middle Transition Bank Time to apply uniformly to each occurrence of a Transition t in Optimisation Horizon o, associated with Trading Day d;
- (c) one Complete Transition Bank Time to apply uniformly to each occurrence of a Transition t in Optimisation Horizon o, associated with Trading Day d;
- (d) one First Ramp Transition Ramp Time to apply uniformly to each occurrence of a Transition t in Optimisation Horizon o, associated with Trading Day d;
- (e) one Second Ramp Transition Ramp Time to apply uniformly to each occurrence of a Transition t in Optimisation Horizon o, associated with Trading Day d;
- (f) one Commence Transition Bank Output for each Transition to apply uniformly to each occurrence of Transition t in Optimisation Horizon o, associated with Trading Day d;
- (g) one Middle Transition Bank Output for each Transition to apply uniformly to each occurrence of Transition t in Optimisation Horizon o, associated with Trading Day d;
- (h) one Complete Transition Bank Output for each Transition to apply uniformly to each occurrence of Transition t in Optimisation Horizon o, associated with Trading Day d.

## **4.2. Technical Offer Data by relevant Pool Scheduling Unit category**

4.2.1 A Pool Participant shall only submit Technical Offer Data to the Market Operator in respect of its Pool Units as provided for in Annex J-1: Table 10 and Annex J-1: Table 11.

4.2.2 The Technical Offer Data shall be expressed in the units, where applicable, as provided in the second column of Annex J-1: Table 10 and Annex J-1: Table 11.

- 4.2.3 For the purposes of Market Scheduling, all Technical Offer Data expressed in minutes shall be converted to an integer number of Trading Periods by rounding the ratio of the value of the Technical Offer Data element and the number of minutes in a Trading Period to the closest integer.
- 4.2.4 For the purposes of Market Scheduling, all Technical Offer Data expressed in MW / minute shall be converted to MW per Trading Period by multiplying the value of the Technical Offer Data element with the number of minutes in a Trading Period.

**Annex J-1: Table 10 – Technical Offer Data elements for Pool Scheduling Units**

Data element	Unit	Price Maker	Price Taker	Hybrid	Auto-generator	Demand Side Unit
Fuel Type		Yes	Yes	Yes	Yes	No
Back-Up Fuel Type		Yes (in accordance with J.5.3.2(b))	No	Yes (in accordance with J.5.3.2(b))	Yes (in accordance with J.5.3.2(b))	No
Minimum Output	<i>MWh</i>	Yes	No	Yes	No	Yes
Ramp Up Rate	<i>MW / minute</i>	Yes	No	Yes	Yes	Yes
Ramp Down Rate	<i>MW / minute</i>	Yes	No	Yes	Yes	Yes
Maximum On Time	<i>minutes</i>	Yes	No	Yes	No	Yes
Minimum On Time	<i>minutes</i>	Yes	No	Yes	No	Yes
Minimum Off Time	<i>minutes</i>	Yes	No	Yes	No	Yes

**Annex J-1: Table 11 – Technical Offer Data elements for Transitions**

Data element	Unit	All Transitions
Commence Transition Bank Time	<i>minutes</i>	Yes
Commence Transition Bank Output	<i>MWh</i>	Yes

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<b>Data element</b>	<b>Unit</b>	<b>All Transitions</b>
Middle Transition Bank Time	<i>minutes</i>	Yes
Middle Transition Bank Output	<i>MWh</i>	Yes
Complete Transition Bank Time	<i>minutes</i>	Yes
Complete Transition Bank Output	<i>MWh</i>	Yes
First Ramp Transition Ramp Time	<i>minutes</i>	Yes
Second Ramp Transition Ramp Time	<i>minutes</i>	Yes

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## K. POOL QUANTITIES AND PROCESSES

### SECTION CONTENTS

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## **K.1. INTRODUCTION TO THIS SECTION**

### ***K.1.1. General***

K.1.1.1 This Section of the Market Rules sets out:

- (a) the basis upon which certain Pool quantities are submitted, determined and/or calculated;
- (b) the starting point for purposes of determining the Market Schedule;
- (c) steps taken to adjust Offer Data; and
- (d) the calculation of the Aggregate Pool Price.

### ***K.1.2. Key functions of Parties in this Section***

K.1.2.1 In this Section:

- (a) the Market Operator:
  - (i) prepares the Forecast Pool Demand Methodology;
  - (ii) converts Dispatch Quantity by GenSet Data into Dispatch Quantity by Production Unit Data;
  - (iii) calculates Actual Availability for Price Taker Production Units;
  - (iv) converts Actual Availability by GenSet Data into Actual Availability by Production Unit Data;
  - (v) raises Settlement Queries in relation to significant discrepancies between Actual Availability Data submissions from Pool Participants and from the Transmission Company;
  - (vi) determines Corrected Certified Availability for Pool Scheduling Units;
  - (vii) prepares the Reserve Holding Adjustment Methodology;
  - (viii) sends to relevant Pool Participants Reserve Holding Limit and Reserve Holding Quantity information;
  - (ix) performs adjustments to Commercial Offer Data for Market Scheduling and Energy Credit and Energy Debit calculations;
  - (x) adjusts Commercial Offer Data to reflect Spinning Reserve holdings;
  - (xi) calculates Aggregate Pool Prices;
- (b) the Transmission Company:
  - (i) prepares the Demand Shedding Volume Methodology;
  - (ii) provides information required under the Forecast Pool Demand Methodology;

- (iii) prepares the Demand Shedding Volume Methodology;
- (iv) provides Demand Shedding Data;
- (v) provides Dispatch Quantity by GenSet Data;
- (vi) provides Actual Availability by GenSet Data;
- (vii) prepares the Curtailed Quantity Methodology;
- (viii) provides Curtailed Quantity Data;
- (ix) provides System Exports Data;
- (x) provides Spinning Reserve Requirement Data;
- (c) Power Procurer:
  - (i) provides Forecast System Exports Data;
  - (ii) provides Reserve Holding Threshold Data;
- (d) Pool Participants:
  - (i) provide Actual Availability Data;
  - (ii) provide actual temperature data; and
  - (iii) provide Fuel Consumption Data.

### ***K.1.3. Annexes to this Section***

K.1.3.1 This Section refers no Annexes.

### ***K.1.4. Approved Methodologies and MRPs***

K.1.4.1 This Section refers to the following Approved Methodologies:

- (a) Forecast Pool Demand Methodology;
- (b) Demand Shedding Volume Methodology;
- (c) Curtailed Quantity Methodology; and
- (d) Reserve Holding Adjustment Methodology.

K.1.4.2 This Section refers to no MRPs.

## **K.2. POOL QUANTITIES**

### ***K.2.1. Demand***

K.2.1.1 The Market Operator shall prepare an Approved Methodology (**Forecast Pool Demand Methodology**) for determining Forecast Pool Demand for each Trading Period  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ , for application within the Market Rules.

K.2.1.2 For the purpose of the derivation of the Ex-Ante Market Schedule and Ex-Ante Pool Prices for each Trading Period  $h$ , Pool Demand ( $PD_h$ ) is calculated as follows:

$$PD_h = FPD_h$$

where

1.  $FPD_h$  is the prevailing Forecast Pool Demand for Trading Period  $h$  determined by the Market Operator in accordance with the Forecast Pool Demand Methodology.

K.2.1.3 Where the Forecast Pool Demand Methodology requires the Transmission Company to provide information to the Market Operator, the Transmission Company shall provide the information specified in the Forecast Pool Demand Methodology for each Trading Period  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ , by 10:00 on the day prior to the Trading Day.

K.2.1.4 The Transmission Company shall prepare an Approved Methodology (**Demand Shedding Volume Methodology**) for determining the quantity of Demand Shedding ( $DS_h$ ) for each Trading Period  $h$  in each Optimisation Horizon  $o$ , associated with Trading Day  $d$ , for application within the Market Rules.

K.2.1.5 In the event of Demand Shedding, the Transmission Company shall provide the quantity of Demand Shedding ( $DS_h$ ) in each Trading Period  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ , by 12:00 one day after Trading Day  $d$ . If the Transmission Company does not submit a value for Demand Shedding ( $DS_h$ ) in respect of Trading Period  $h$ , the value of Demand Shedding in Trading Period  $h$  shall be zero.

K.2.1.6 If:

- (a) there is any change to the value of Demand Shedding submitted by the Transmission Company pursuant to Section K.2.1.5; or
- (b) in a case where any Demand Shedding Data was not submitted in accordance with Section K.2.1.5, such Data is later obtained by or becomes available to the Transmission Company

the Transmission Company shall, subject to Section K.2.1.7, promptly submit such Data or changed Data to the Market Operator.

K.2.1.7 If the submission of Data or changed Data as required by Section K.2.1.6 would occur later than 2 hours before the Confirmed Market Schedule Run, the Transmission Company shall comply with Section K.2.1.6 by raising a Settlement Query in accordance with Section P.

K.2.1.8 For the purpose of the derivation of the Ex-Post Market Schedule and Ex-Post Pool Prices for each Trading Period  $h$ , Pool Demand ( $PD_h$ ) is calculated as follows:

$$PD_h = \sum_u MQ_{uh} + DS_h$$

where

1.  $MQ_{uh}$  is the Metered Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
2.  $DS_h$  is the Demand Shedding in Trading Period  $h$  as estimated by the Transmission Company in accordance with the Demand Shedding Volume Methodology

### **K.2.2. Dispatch Quantity**

K.2.2.1 For each GenSet  $g$  that is Fully Dispatchable, the Transmission Company shall submit to the Market Operator the GenSet Dispatch Quantity ( $GDQ_{gh}$ ) in Trading period  $h$  by 12:00 one day after Trading Day  $d$ . The GenSet Dispatch Quantity  $GDQ_{gh}$  for each Fully Dispatchable GenSet  $g$  in Trading Period  $h$  shall be calculated:

- (a) based on Dispatch Instructions issued by the Transmission Company to be equal to the area under the profile instructed by the Dispatch Instruction for the Trading Period to give a Dispatch Quantity for the Trading Period in MWh;
- (b) taking account of the GenSet's technical capabilities prevailing under the Grid Code; and
- (c) at the Pool Boundary.

K.2.2.2 The Transmission Company shall also submit information to the Market Operator detailing the dispatched configuration of the GenSets  $g$  in a Production Block  $b$  in respect of the Trading Period  $h$ .

K.2.2.3 Based on the submissions made in accordance with Section K.2.2.1 and Section K.2.2.2, the Market Operator shall:

- (a) convert the GenSet Dispatch Quantity ( $GDQ_{gh}$ ) for each Fully Dispatchable GenSet  $g$  in Trading Period  $h$  into the Dispatch Quantity ( $DQ_{uh}$ ) for each Pool Scheduling Unit  $u$  and Trading Period  $h$  on a basis consistent with the Data Aggregation Rules;
- (b) determine for each Production Block  $b$  and Trading Period  $h$  whether any and if so which Transitions were Dispatched; and
- (c) determine the value of the Dispatch Schedule Transition Integer for each Transition  $t$  in each Production Block  $b$  for each Trading Period  $h$ .

K.2.2.4 For each Demand Side Unit that is Fully Dispatchable, the Dispatch Quantity  $DQ_{uh}$  is calculated as follows:

$$DQ_{uh} = MQ_{uh}$$

where

1.  $MQ_{uh}$  is the Metered Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$



- K.2.2.5 The Transmission Company shall also submit information to the Market Operator detailing the dispatched configuration of the Demand Side Unit in respect of the Trading Period and the Market Operator shall calculate the value of the Dispatch Schedule Transition Integer for each Transition  $t$  in the Production Block  $b$  containing the Demand Side Unit for each Trading Period  $h$ .
- K.2.2.6 The Dispatch Schedule Transition Integer ( $DST_{tbh}$ ) in relation to Transition  $t$  in Production Block  $b$  in Trading Period  $h$  takes values as follows:
- $DST_{tbh} = 1$  if Transition  $t$  has commenced in the Dispatch Schedule in Trading Period  $h$ ; or
  - $DST_{tbh} = 0$  otherwise.
- K.2.2.7 If the Transmission Company does not make either or both of the submissions required in accordance with Section K.2.2.1 and Section K.2.2.2 in respect of one or more Fully Dispatchable GenSets  $g$  in a Production Block, the Market Operator shall:
- set the Dispatch Quantity ( $DQ_{uh}$ ) for each Production Unit  $u$  in the Production Block  $b$  in Trading Period  $h$  equal to the Metered Quantity ( $MQ_{uh}$ ) of the relevant Production Unit  $u$  in that Trading Period  $h$ ; and
  - determine for each Production Block  $b$  and Trading Period  $h$  whether any Transitions and if so which Transitions were Dispatched.
- K.2.2.8 For Pool Scheduling Units that are not Fully Dispatchable, the Dispatch Quantity ( $DQ_{uh}$ ) for each Pool Scheduling Unit  $u$  in Trading Period  $h$  is calculated as follows:

$$DQ_{uh} = MQ_{uh}$$

where

- $MQ_{uh}$  is the Metered Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$

### **K.2.3. Curtailed Quantity**

- K.2.3.1 The Transmission Company shall prepare an Approved Methodology (**Curtailed Quantity Methodology**) for determining the Curtailed Quantity ( $CQ_{uh}$ ) of each Price Taker Production Unit in each Trading Period  $h$  of each Trading Day  $d$  for application within the Market Rules.
- K.2.3.2 The Transmission Company shall provide the Curtailed Quantity ( $CQ_{uh}$ ) of each Price Taker Production Unit in each Trading Period in Optimisation Horizon  $o$ , associated with Trading Day  $d$ , by 12:00 one day after Trading Day  $d$ . If the Transmission Company does not submit a value for the Curtailed Quantity ( $CQ_{uh}$ ) for a Price Taker Production Unit in respect of Trading Period  $h$ , the value of such Curtailed Quantity ( $CQ_{uh}$ ) in Trading Period  $h$  shall be zero.
- K.2.3.3 If:

- (a) there is any change to the value of Curtailed Quantity submitted by the Transmission Company pursuant to Section K.2.3.2; or
- (b) in a case where any Curtailed Quantity Data was not submitted in accordance with Section K.2.3.2, such Data is later obtained by or becomes available to the Transmission Company

the Transmission Company shall, subject to Section K.2.3.4, promptly submit such Data or changed Data to the Market Operator.

K.2.3.4 If the submission of Data or changed Data as required by Section K.2.3.3 would occur later than 2 hours before the Confirmed Market Schedule Run, the Transmission Company shall comply with Section K.2.3.3 by raising a Settlement Query in accordance with Section P.

#### **K.2.4. Actual Availability**

K.2.4.1 In the case of Price Maker and Hybrid Pool Scheduling Units, excluding Pool Scheduling Units with an Under Test Flag set to 'Yes', each Pool Participant shall submit to the Market Operator by 12:00 one day after Trading Day  $d$  the Actual Availability ( $ACA_{uh}$ ) of each of its Pool Scheduling Units  $u$  for each Trading Period  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ . For the purpose of Actual Availability submission, the requirements of Section J.8 shall apply.

K.2.4.2 In the case of Price Taker Pool Scheduling Units and Pool Scheduling Units with an Under Test Flag set to 'Yes', the Market Operator shall calculate the Actual Availability of each Pool Scheduling Unit  $u$  for each Trading Period  $h$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ , as follows:

- (a) If the Pool Scheduling Unit is a Price Taker Pool Scheduling Unit with its Under Test Flag set to 'No':

$$ACA_{uh} = MQ_{uh} + CQ_{uh}$$

- (b) If the Pool Scheduling Unit has its Under Test Flag set to 'Yes':

$$ACA_{uh} = MQ_{uh}$$

where

1.  $MQ_{uh}$  is the Metered Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
2.  $CQ_{uh}$  is the Curtailed Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$

K.2.4.3 For a Production Unit, Actual Availability is calculated gross of any quantity of Spinning Reserve which the Transmission Company had instructed the Production Unit to provide.

K.2.4.4 If Actual Availability for a Price Maker or Hybrid Pool Scheduling Unit  $u$  in Trading Period  $h$  is not submitted in accordance with Section K.2.4.1, then:

$$ACA_{uh} = \min (OFA_{uh}, ACA_{uh-1})$$

where

1.  $OFA_{uh}$  is the Offered Availability of Pool Scheduling Unit  $u$  in Trading Period  $h$
2.  $ACA_{uh-1}$  is the Actual Availability of Pool Scheduling Unit  $u$  in Trading Period  $h-1$

K.2.4.5 If the Market Operator is unable to calculate the Actual Availability of a Price Taker Pool Scheduling Unit  $u$  or a Pool Scheduling Unit  $u$  with an Under Test Flag set to 'Yes' in Trading Period  $h$  in accordance with K.2.4.2 due to unavailability of the relevant Metered Quantity or Curtailed Quantity, then:

$$ACA_{uh} = \min (NQ_{uh}, -EARHQ_{uh}, ACA_{uh-1})$$

where

1.  $NQ_{uh}$  is the Nominated Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
2.  $ACA_{uh-1}$  is the Actual Availability of Pool Scheduling Unit  $u$  in Trading Period  $h-1$
3.  $EARHQ_{uh}$  is the Ex-Ante Reserve Holding Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$  calculated in accordance with the Reserve Holding Adjustment Methodology

K.2.4.6 If, in a case where Actual Availability for a Price Maker or Hybrid Pool Scheduling Unit  $u$  for Trading Period  $h$  was not submitted in accordance with Section K.2.4.1, such Data is later obtained by or becomes available to the Generator the Generator shall, subject to Section K.2.4.7, promptly submit such Data or changed Data to the Market Operator.

K.2.4.7 If the submission of Data or changed Data as required by Section K.2.4.6 would occur later than 2 hours before the Confirmed Market Schedule Run, the Generator shall comply with Section K.2.4.6 by raising a Settlement Query in accordance with Section P.

K.2.4.8 If, in a case where the Actual Availability for Price Taker Pool Scheduling Unit  $u$  or Pool Scheduling Unit  $u$  with an Under Test Flag set to 'Yes' in Trading Period  $h$  could not be calculated in accordance with Section K.2.4.2, the relevant Metered Quantity or Curtailed Quantity is later obtained or becomes available to the Market Operator, the Market Operator shall, subject to Section K.2.4.9, promptly calculate the Actual Availability in accordance with Section K.2.4.2.

K.2.4.9 If the submission of Data or change Data as required by Section K.2.4.8 would occur later than 2 hours before the Confirmed Market Schedule Run, the Market Operator shall comply with Section K.2.4.8 by raising a Settlement Query in accordance with Section P.

K.2.4.10 For the purposes of validating submissions of Actual Availability by Pool Participants under the above provisions:

- (a) the Transmission Company shall submit to the Market Operator by 12:00 one day after Trading Day d the Data held by the Transmission Company in respect of the GenSet Actual Availability ( $GACA_{gh}$ ) of each GenSet g for each Trading Period h in Optimisation Horizon o, associated with Trading Day d;
- (b) based on such submissions, the Market Operator shall derive a value for Actual Availability ( $ACA_{uh}$ ) for each Pool Scheduling Unit u in each Trading Period h in Optimisation Horizon o, associated with Trading Day d, on a basis consistent with the Data Aggregation Rules;
- (c) for each Pool Scheduling Unit u and each Trading Period h in Optimisation Horizon o, associated with Trading Day d, the Market Operator shall compare the Actual Availability ( $ACA_{uh}$ ) Data provided by the Pool Participant in accordance with Section K.2.4.1 (where relevant, revised in accordance with Section K.2.4.6 and Section K.2.4.7) with the value derived by the Market Operator in accordance with Section K.2.4.10(b).
- (d) in the event that, based on such comparison, the Market Operator considers there is a significant discrepancy between the two sets of Actual Availability ( $ACA_{uh}$ ) Data in respect of a Pool Scheduling Unit u in Trading Period h:
  - (i) the Market Operator shall raise a Settlement Query in respect of the matter; and
  - (ii) pending resolution of the Settlement Query the Data submitted by the Pool Participant shall be used in Settlement.

### **K.2.5. Market Schedule Availability**

K.2.5.1 For the purpose of the derivation of the Ex-Ante Market Schedule and Ex-Ante Pool Prices, the **Market Schedule Availability** ( $MSA_{uh}$ ) of each Pool Scheduling Unit u in Trading Period h of Optimisation Horizon o, associated with Trading Day d, is calculated as follows:

- (a) for Pool Scheduling Units excluding Price Taker Production Units and Pool Scheduling Units with an Under Test Flag set to 'Yes' in such Trading Period h:

$$MSA_{uh} = \max(0, (OFA_{uh} - EARHQ_{uh}))$$

where

1.  $OFA_{uh}$  is the Offered Availability of Pool Scheduling Unit u in Trading Period h
2.  $EARHQ_{uh}$  is the Ex-Ante Reserve Holding Quantity of Pool Scheduling Unit u in Trading Period h calculated in accordance with the Reserve Holding Adjustment Methodology

- (b) for Price Taker Production Units and Pool Scheduling Units with an Under Test Flag set to 'Yes' in such Trading Period h:

$$MSA_{uh} = \max(0, (NQ_{uh} - EARHQ_{uh}))$$

where

1.  $NQ_{uh}$  is the Nominated Quantity of Price Taker Production Unit u in Trading Period h
2.  $EARHQ_{uh}$  is the Ex-Ante Reserve Holding Quantity of Pool Scheduling Unit u in Trading Period h calculated in accordance with the Reserve Holding Adjustment Methodology

K.2.5.2 For the purpose of the derivation of the Ex-Post Market Schedule and Ex-Post Pool Prices, the Market Schedule Availability ( $MSA_{uh}$ ) of each Pool Scheduling Unit u in Trading Period h of Optimisation Horizon o, associated with Trading Day d, is calculated as follows:

$$MSA_{uh} = \max(0, (ACA_{uh} - EPRHQ_{uh}))$$

where

1.  $ACA_{uh}$  is the Actual Availability of Pool Scheduling Unit u in Trading Period h
2.  $EPRHQ_{uh}$  is the Ex-Post Reserve Holding Quantity of Pool Scheduling Unit u in Trading Period h calculated in accordance with the Reserve Holding Adjustment Methodology

### **K.2.6. Corrected Certified Availability**

K.2.6.1 For the purpose of the derivation of Scarcity Prices and Scarcity Credits, the Market Operator shall calculate the Corrected Certified Availability ( $CCA_{uh}$ ) of Certified Pool Scheduling Unit u in each Trading Period h of Trading Day d as follows:

$$CCA_{uh} = CA_{uh} \times ATCF_{AAT_{uh}}$$

where

1.  $CA_{uh}$  is the Certified Availability of Pool Scheduling Unit u in Trading Period h
2.  $ATCF_{T_{uh}}$  is the Ambient Temperature Correction Factor corresponding to  $AAT_{uh}$ , derived from the Ambient Temperature Correction Curve for Pool Scheduling Unit u
3.  $AAT_{uh}$  is the Actual Ambient Air Temperature in relation to Pool Scheduling Unit u in Trading Period h submitted in accordance with Section K.2.6.2

K.2.6.2 In respect of each Certified Pool Scheduling Unit u, the relevant Pool Participant shall submit by 12:00 one day after Trading Day d the Actual Ambient Air Temperature in relation to Pool Scheduling Unit u for each Trading Period h of Trading Day d.

K.2.6.3 If the Actual Ambient Air Temperature ( $AAT_{uh}$ ) in relation to a Pool Scheduling Unit  $u$  in Trading Period  $h$  is not submitted in accordance with K.2.6.2, then:

$$AAT_{uh} = AAT_{uh-1}$$

where

1.  $AAT_{uh-1}$  is the Actual Ambient Air Temperature of Trading Period  $h-1$

K.2.6.4 In respect of each Production Facility which contains a Certified Production Unit, the relevant Generator shall

- (a) install Ambient Temperature Measurement Facilities at the Production Facility;
- (b) procure, install, test, commission, own, operate and maintain the Ambient Temperature Measurement Facilities;
- (c) procure calibration certificates certifying the accuracy of each instrument within the Ambient Temperature Measurement Facilities as being within a plus or minus one per cent ( $\pm 1\%$ ) tolerance band;
- (d) procure calibration certificates at such intervals as are recommended by the manufacturers of the Ambient Temperature Measurement Facilities but in any event at least once a Year;
- (e) provide calibration certificates to the Power Procurer within 5 Business Days of receipt of each certificate;
- (f) notify the Power Procurer when any component of the Ambient Temperature Measurement Facilities is found to be outside acceptable limits of accuracy or otherwise not functioning properly; and
- (g) replace any faulty component identified in (f) at its expense.

### **K.2.7. System Exports**

K.2.7.1 For the purpose of the derivation of the Ex-Ante Scarcity Price for each Trading Period  $h$  in Trading Day  $d$ , the Power Procurer shall submit Forecast System Exports calculated in accordance with Section K.2.7.2 to the Market Operator by 10:00 on Trading Day  $d-1$ .

K.2.7.2 **Forecast System Exports** ( $FEXPORTS_h$ ) in relation to a Trading Period  $h$  is:

$$FEXPORTS_h = \sum_{IEX} FQEX_h$$

where

1. IEX denotes an Interconnected System to which there is scheduled to be an export or net export flow of Active Energy from the Main Interconnected System in the Trading Period
2.  $FQEX_h$  is the Forecast Quantity of Export in Trading Period  $h$

- K.2.7.3 If Forecast System Exports (FEXPORTS<sub>h</sub>) for Trading Period h is not submitted in accordance with Section K.2.7.1, the value of Forecast System Exports in Trading Period h shall be zero.
- K.2.7.4 For the purpose of the derivation of Ex-Post Scarcity Prices for each Trading Period h in Trading Day d, the Transmission Company shall submit System Exports calculated in accordance with Section K.2.7.5 to the Market Operator by 12:00 D+1 after Trading Day d.
- K.2.7.5 **System Exports** (EXPORTS<sub>h</sub>) in relation to a Trading Period h is:

$$\text{EXPORTS}_h = \sum_{\text{IEX}} \text{QEX}_h$$

where

1. IEX denotes an Interconnected System to which there was an export or net export flow of Active Energy from the Main Interconnected System in the Trading Period
  2. QEX<sub>h</sub> is the Quantity of Export in Trading Period h
- K.2.7.6 If System Exports (EXPORTS<sub>h</sub>) for Trading Period h is not submitted in accordance with Section K.2.7.4, the value of System Exports in Trading Period h shall be zero.
- K.2.7.7 If, in a case where System Exports (EXPORTS<sub>h</sub>) for Trading Period h was not submitted in accordance with Section K.2.7.4, such Data is later obtained by or becomes available to the Transmission Company the Transmission Company shall, subject to Section K.2.7.8, promptly submit such Data or changed Data to the Market Operator.
- K.2.7.8 If the submission of Data or changed Data as required by Section K.2.7.7 would occur later than 2 hours before the Confirmed Market Schedule Run, the Generator shall comply with Section K.2.7.7 by raising a Settlement Query in accordance with Section P.

### **K.2.8. Reserve holding requirements**

- K.2.8.1 The Market Operator shall prepare an Approved Methodology (**Reserve Holding Adjustment Methodology**) which, for Pool Scheduling Units that are part of a Reserve-Provider Production Facility, sets out the calculation of:
- (a) Ex-Ante Reserve Holding Limit;
  - (b) Ex-Ante Reserve Holding Quantity;
  - (c) Ex-Post Reserve Holding Limit; and
  - (d) Ex-Post Reserve Holding Quantity

for Pool Scheduling Unit u in Trading Period h of Optimisation Horizon o, associated with Trading Day d, in view of the Reserve Holding Limit for the relevant Production Block b, the Ex-Ante Spinning Reserve Requirement and the Ex-Post Spinning Reserve Requirement.

- K.2.8.2 The Power Procurer shall by 10:00 on the day prior to Trading Day d send to the Market Operator and relevant Pool Participants the Reserve Holding Threshold ( $RHT_{bh}$ ) for each Production Block b belonging to a Reserve-Provider Production Facility, applicable to each Trading Period h in Optimisation Horizon o, associated with Trading Day d.
- K.2.8.3 The Transmission Company shall provide the Power Procurer with sufficient information to determine the Reserve Holding Threshold ( $RHT_{bh}$ ) for each Production Block b belonging to a Production Facility which is subject to an Ancillary Services Agreement with the Transmission Company.
- K.2.8.4 The Transmission Company shall by 10:00 on the day prior to Trading Day d send to the Market Operator the Ex-Ante Spinning Reserve Requirement ( $EASRR_h$ ) for each Trading Period h in Optimisation Horizon o, associated with Trading Day d.
- K.2.8.5 The Market Operator shall by 12:00 on the day prior to Trading Day d calculate and send to the relevant Pool Participants:
- (a) the Ex-Ante Reserve Holding Limit ( $EARHL_{uh}$ ); and
  - (b) the Ex-Ante Reserve Holding Quantity ( $EARHQ_{uh}$ )
- for each Pool Scheduling Unit u and Trading Period h in Optimisation Horizon o, associated with Trading Day d.
- K.2.8.6 The Transmission Company shall by 12:00 on the day following Trading Day d send to the Market Operator the Ex-Post Spinning Reserve Requirement ( $EPSRR_h$ ) for each Trading Period h in Optimisation Horizon o, associated with Trading Day d.
- K.2.8.7 The Market Operator shall by 13:00 on the day following Trading Day d calculate and send to the relevant Pool Participants:
- (a) the Ex-Post Reserve Holding Limit ( $EPRHL_{uh}$ ); and
  - (b) the Ex-Post Reserve Holding Quantity ( $EPRHQ_{uh}$ )
- for each Pool Scheduling Unit u and Trading Period h in Optimisation Horizon o, associated with Trading Day d.
- K.2.8.8 In the event that the Market Operator does not receive in time or data is incomplete for the Ex-Ante Spinning Reserve Requirement ( $EASRR_h$ ) or Ex-Post Spinning Reserve Requirement ( $EPSRR_h$ ) for each Trading Period h in Optimisation Horizon o, associated with Trading Day d, by the time specified in K.2.8.4 and K.2.8.6, the Market Operator shall use ( $EASRR_h$ ) or ( $EPSRR_h$ ) data of Trading Day d-1

### **K.2.9. Fuel Consumption**

- K.2.9.1 Each Pool Participant shall submit to the Market Operator by 12:00 one day after Trading Day d the Fuel Consumption ( $FCON_{afd}$ ) of Production Facility f of each applicable Specified Fuel Type a over Trading Day d, except where a Production Facility is not capable of metering Fuel Consumption in accordance with Section E.4.3.1(q)(iii).



- K.2.9.2 If the Fuel Consumption of a Production Facility  $f$  of each Specified Fuel Type  $a$  over Trading Day  $d$  is not submitted in accordance with this Section K.2.9.1, then the Fuel Consumption ( $FCON_{afd}$ ) is deemed to be undefined for purposes of calculating the Fuel Price Adjustment Debit in Section L.6.5.2.
- K.2.9.3 If, in a case where the Fuel Consumption of a Production Facility  $f$  of Specified Fuel Type  $a$  over Trading Day  $d$  was not submitted in accordance with Section K.2.9.1, such Data is later obtained by or becomes available to the Pool Participant, the Pool Participant shall, subject to Section K.2.9.4, promptly submit such Data or changed Data to the Market Operator.
- K.2.9.4 If the submission of Data or changed Data as required by Section K.2.9.1, would occur later than 2 hours before the Confirmed Market Schedule Run, the Pool Participant shall comply with Section K.2.9.3 by raising a Settlement Query in accordance with Section P.
- K.2.9.5 For the purposes of validating submissions of Fuel Consumption by Pool Participants under the above provisions:
- (a) the Market Operator shall compare:
    - (i) the Fuel Price Adjustment Debit calculated in accordance with Section L.6.5.2 using the Fuel Consumption submitted in accordance with this Section K.2.9.1 with
    - (ii) the Inferred Fuel Price Adjustment Debit calculated in Section L.6.5.1;
  - (b) in the event that, based on such comparison, the Market Operator considers there is a significant discrepancy between the value referred to in Section K.2.9.5(a)(i) and the value referred to in Section K.2.9.5(a)(ii) for Production Facility  $f$  on Trading Day  $d$ :
    - (i) the Market Operator shall raise a Settlement Query in respect of the matter; and
    - (ii) pending resolution of the Settlement Query the Data submitted by the Pool Participant shall be used in Settlement.

### **K.3. MARKET SCHEDULING STARTING POINT**

#### **K.3.1. Market Scheduling Starting Point**

- K.3.1.1 The initial Activity State and initial Market Schedule Quantity of each Pool Scheduling Unit for the purposes of determining the Market Schedule for Optimisation Horizon  $o$ , associated with Trading Day  $d$ , are those of the last Trading Period of the Market Schedule of the previous Trading Day  $d-1$  based on:
- (a) if available, the most recent Market Schedule produced from a Confirmed Market Schedule Run for Trading Day  $d-1$ ; or

- (b) if a Confirmed Market Schedule Run is not available for Trading Day d-1, then the most recent Market Schedule produced from an Indicative Market Schedule Run for Trading Day d-1, if available; or
- (c) if an Indicative Market Schedule Run is not available for Trading Day d-1, then the most recent Market Schedule produced from an Ex-Ante Market Schedule Run for Trading Day d-1, if available; or
- (d) if no valid Market Schedule for Trading Day d-1 is available, then a valid Market Schedule for the most recent Trading Day prior to Trading Day d-1 produced from either:
  - (i) a Confirmed Market Schedule Run;
  - (ii) an Indicative Market Schedule Run if a Confirmed Market Schedule Run is not available; or
  - (iii) an Ex-Ante Market Schedule Run if both a Confirmed Market Schedule Run and an Indicative Market Schedule Run are not available; or
- (e) if no valid Market Schedule Run for any Trading Day prior to Trading Day d is available or Trading Day d, then the initial Activity State shall be assumed to 'Inactive' and the initial Market Schedule Quantity shall be assumed to be zero for each Pool Scheduling Unit.

K.3.1.2 Transitions that span Trading Day d-1 and Trading Day d will continue in Trading Day d for the remainder of the Transition Time that has not elapsed in Trading Day d-1.

K.3.1.3 For the avoidance of doubt, Market Schedule Quantities produced by the Market Scheduling Software relating to Trading Periods within the Optimisation Horizon  $o$ , associated with Trading Day d-1, but beyond the boundaries of Trading Day d-1, shall not be taken into account for the purposes of producing the Market Schedule for Optimisation Horizon  $o$ , associated with Trading Day d.

## **K.4. OFFER DATA PROCESSING**

### ***K.4.1. Adjustments to Commercial Offer Data for Market Scheduling and Energy Credit and Energy Debit calculations***

- K.4.1.1 For the purposes of a Market Schedule Run and calculating Energy Credits and Energy Debits, the Market Operator shall calculate the:
- (a) Offer Price ( $OP_{iuh}$ ) of each Step  $i$  of the Offer Curve of each Pool Scheduling Unit  $u$  in Trading Period  $h$  of Optimisation Horizon  $o$ , associated with Trading Day  $d$ ;
  - (b) No Load Cost ( $NLC_{uh}$ ) of each Pool Scheduling Unit  $u$  in Trading Period  $h$  of Optimisation Horizon  $o$ , associated with Trading Day  $d$ ;
  - (c) Transition Cost ( $TC_{tbd}$ ) of each Transition  $t$  of each Production Block  $b$  applicable in Optimisation Horizon  $o$ , associated with Trading Day  $d$ ;

- (d) Price (Fuel Actual) ( $PFA_{iuh}$ ) of each Step  $i$  of the Offer Curve of each Pool Scheduling Unit  $u$  in each Trading Period  $h$  of Optimisation Horizon  $o$ , associated with Trading Day  $d$ ;
- (e) No Load Cost (Fuel Actual) ( $NLCFA_{uh}$ ) of each Pool Scheduling Unit  $u$  in each Trading Period  $h$  of Optimisation Horizon  $o$ , associated with Trading Day  $d$ ; and
- (f) Transition Cost (Fuel Actual) ( $TCFA_{tbd}$ ) of each Transition  $t$  of each Production Block  $b$  applicable in Optimisation Horizon  $o$ , associated with Trading Day  $d$ ; and
- (g) adjustment of the Quantity of the last Step  $s$ , namely the Step of the Offer Curve with the highest index, of each Pool Scheduling Unit  $u$  in each Trading Period  $h$  of Optimisation Horizon  $o$ , when and if this is required.

K.4.1.2 The **Offer Price** of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$  of Optimisation Horizon  $o$ , associated with Trading Day  $d$ , is calculated as follows:

- (a) if the Pool Scheduling Unit has its Under Test Flag set to 'Yes' and its Under Test Activity State is set to 'Active' in accordance with Section I.71.7 or Section I.7.2.6, as appropriate, then:

$$OP_{iuh} = 0$$

- (b) else:

- (i) if the Pool Scheduling Unit is a Price Taker Production Unit, then:

$$OP_{iuh} = 0$$

- (ii) else if the Pool Scheduling Unit is a Demand Side Unit, then:

$$OP_{iuh} = PNF_{iuh}$$

- (iii) else if the Pool Scheduling Unit is a Hybrid Production Unit, then:

$$OP_{iuh} = PFE_{iuh} + PNF_{iuh}$$

- (iv) else:

$$OP_{iuh} = PFE_{iuh} + PNF_{iuh}$$

where

1.  $PFE_{iuh}$  is the Price (Fuel Economic) of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$
2.  $PNF_{iuh}$  is the Price (Non Fuel) of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$

K.4.1.3 The **No Load Cost** ( $NLC_{uh}$ ) of Pool Scheduling Unit  $u$  in Trading Period  $h$  of Optimisation Horizon  $o$ , associated with Trading Day  $d$ , is calculated as follows:

- (a) if the Pool Scheduling Unit has its Under Test Flag set to 'Yes' and its Under Test Activity State is set to 'Active' in accordance with Section I.71.7 or Section I.7.2.6, as appropriate, then:

$$NLC_{uh} = 0$$

- (b) else:

- (i) if the Pool Scheduling Unit is a Price Taker Production Unit, then:

$$NLC_{uh} = 0$$

- (ii) else if the Pool Scheduling Unit is a Demand Side Unit, then:

$$NLC_{uh} = 0$$

- (iii) else if the Pool Scheduling Unit is an Autogenerator Production Unit:

$$NLC_{uh} = 0$$

- (iv) else if the Pool Scheduling Unit is a Hybrid Production Unit, then:

$$NLC_{uh} = NLCFE_{uh} + NLCNF_{uh}$$

- (v) else:

$$NLC_{uh} = NLCFE_{uh} + NLCNF_{uh}$$

where

1.  $NLCFE_{uh}$  is the No Load Cost (Fuel Economic) of Pool Scheduling Unit  $u$  in Trading Period  $h$  of Trading Day  $d$
2.  $NLCNF_{uh}$  is the No Load Cost (Non Fuel) of Pool Scheduling Unit  $u$  in Trading Period  $h$  of Trading Day  $d$

K.4.1.4 The **Transition Cost** ( $TC_{tbd}$ ) of Transition  $t$  of Production Block  $b$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$ , is calculated as follows:

$$TC_{tbd} = TCFE_{tbd} + TCNF_{tbd}$$

where

1.  $TCFE_{tbd}$  is the Transition Cost (Fuel Economic) of Transition  $t$  of Production Block  $b$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$
2.  $TCNF_{tbd}$  is the Transition Cost (Non Fuel) of Transition  $t$  of Production Block  $b$  in Optimisation Horizon  $o$ , associated with Trading Day  $d$

K.4.1.5 The **Price (Fuel Actual)** ( $PFA_{iuh}$ ) of each Step i of the Offer Curve of each Pool Scheduling Unit u in each Trading Period h of Trading Day d is calculated as follows:

- (a) if the Primary Fuel Type is available across all Trading Periods of a Trading day d, or the Primary Fuel Type is unavailable across all Trading Periods of a Trading Day d and an alternative Fuel Type is used, or the Primary Fuel Type is not available across all Trading Periods of such Trading Day d, but is available in one or more Trading Periods of such Trading Day d then for such Trading Periods:

$$PFA_{iuh} = PFE_{iuh} \times \left( AFP_{adu} / EFP_{afd} \right)$$

- (b) if the Primary Fuel Type is not available for all Trading Periods of a Trading Day d, but is available in one or more Trading Periods, then for any Trading Period h of Trading d where the Primary Fuel is unavailable:

$$PFA_{iuh} = PFE_{iuh} \times \left( AFPB_{adu} / EFP_{afd} \right)$$

where

1.  $AFP_{adu}$  is the Actual Fuel Price of Specified Fuel Type a in Trading Day d used by Pool Scheduling Unit u
2.  $AFPB_{adu}$  is the Actual Fuel Price (Back-Up) of Specified Fuel Type a in Trading Day d used by Pool Scheduling Unit u
3.  $EFP_{afd}$  is the Economic Fuel Price of Specified Fuel Type a for the relevant Production Facility f in Trading Day d as published by the Market Operator in accordance with Section J.3.2
4.  $PFE_{iuh}$  is the Price (Fuel Economic) of Step i of the Offer Curve of Pool Scheduling Unit u in Trading Period h

K.4.1.6 The **No Load Cost (Fuel Actual)** ( $NLCFA_{uh}$ ) of Pool Scheduling Unit u in each Trading Period h of Trading Day d is calculated as follows:

- (a) if the Primary Fuel Type is available across all Trading Periods of a Trading day d or the Primary Fuel Type is unavailable across all Trading Periods of a Trading Day d and an alternative Fuel Type is used, or the Primary Fuel Type is not available across all Trading Periods of such Trading Day d, but is available in one or more Trading Periods of such Trading Day d then for such Trading Periods:

$$NLCFA_{uh} = NLCFE_{uh} \times \left( AFP_{adu} / EFP_{afd} \right)$$

- (b) if the Primary Fuel Type is not available for all Trading Periods of a Trading Day d, but is available in one or more Trading Periods, then for any Trading Period h of Trading Day d where the Primary Fuel is unavailable:

$$NLCFA_{uh} = NLCFE_{uh} \times \left( \frac{AFP_{adu}}{EFP_{afd}} \right)$$

where

1.  $AFP_{adu}$  is the Actual Fuel Price of Specified Fuel Type a in Trading Day d used by Pool Scheduling Unit u
2.  $AFP_{adu}$  is the Actual Fuel Price (Back-Up) of Specified Fuel Type a in Trading Day d used by Pool Scheduling Unit u
3.  $EFP_{afd}$  is the Economic Fuel Price of Specified Fuel Type a for the relevant Production Facility f in Trading Day d as published by the Market Operator in accordance with Section J.3.2
4.  $NLCFE_{iuh}$  is the No Load Cost (Fuel Economic) of Pool Scheduling Unit u in Trading Period h

K.4.1.7 The **Transition Cost (Fuel Actual)** ( $TCFA_{tbd}$ ) of each Transition t of each Production Block b applicable in Trading Day d is calculated as follows:

$$TCFA_{tbd} = TCFE_{tbd} \times \left( \frac{AFP_{adb}}{EFP_{afd}} \right)$$

where

1.  $AFP_{adu}$  is the Actual Fuel Price of Specified Fuel Type a in Trading Day d used by Production Block b
2.  $EFP_{afd}$  is the Economic Fuel Price of Specified Fuel Type a for the relevant Production Facility f in Trading Day d as published by the Market Operator in accordance with Section J.3.2
3.  $TCFE_{tbd}$  is the Transition Cost (Fuel Economic) of Transition t in Production Block b in Trading Day d

K.4.1.8 The Quantity of the last Step s of the Offer Curve of Pool Scheduling Unit u in each Trading Period h shall be adjusted for the purpose of performing the Ex-Post Market Schedule Run as follows:

If  $\sum_i Q_{iuh} < ACA_{uh}$  then

$$Q_{suh} = Q_{suh} + \left( ACA_{uh} - \sum_i Q_{iuh} \right)$$

else

$$Q_{suh} = Q_{suh}$$

where

1. s the last Step of the Offer Curve, namely the Step of the Offer Curve with the greatest index
2.  $Q_{iuh}$  is the Quantity of Step i of the Offer Curve of Pool Scheduling Unit u in Trading Period h

3.  $ACA_{uh}$  is the Actual Availability of Pool Scheduling Unit  $u$  in Trading Period  $h$

#### **K.4.2. Reserve holding adjustment for Market Scheduling**

K.4.2.1 For the purpose of performing a Market Schedule Run, the Market Operator shall adjust Commercial Offer Data used as inputs in the Market Scheduling Software to reflect Spinning Reserve holdings.

K.4.2.2 For the purposes of the Ex-Ante Market Schedule Run, the Reserve Holding Limit ( $RHL_{uh}$ ) for Pool Scheduling Unit  $u$  in Trading Period  $h$  of Optimisation Horizon  $o$ , associated with Trading Day  $d$ , shall be calculated as follows:

$$RHL_{uh} = EARHL_{uh}$$

where

1.  $EARHL_{uh}$  is the Ex-Ante Reserve Holding Limit for Pool Scheduling Unit  $u$  in Trading Period  $h$  calculated in accordance with the Reserve Holding Adjustment Methodology

K.4.2.3 For the purposes of the Ex-Ante Market Schedule Run, the Reserve Holding Quantity ( $RHQ_{uh}$ ) for Pool Scheduling Unit  $u$  in Trading Period  $h$  of Optimisation Horizon  $o$ , associated with Trading Day  $d$ , shall be calculated as follows:

$$RHQ_{uh} = EARHQ_{uh}$$

where

1.  $EARHQ_{uh}$  is the Ex-Ante Reserve Holding Quantity for Pool Scheduling Unit  $u$  in Trading Period  $h$  calculated in accordance with the Reserve Holding Adjustment Methodology

K.4.2.4 For the purposes of the Ex-Post Market Schedule Runs, the Reserve Holding Limit ( $RHL_{uh}$ ) for Pool Scheduling Unit  $u$  in Trading Period  $h$  of Optimisation Horizon  $o$ , associated with Trading Day  $d$ , shall be calculated as follows:

$$RHL_{uh} = EPRHL_{uh}$$

where

1.  $EPRHL_{uh}$  is the Ex-Post Reserve Holding Limit for Pool Scheduling Unit  $u$  in Trading Period  $h$  calculated in accordance with the Reserve Holding Adjustment Methodology

K.4.2.5 For the purposes of the Ex-Post Market Schedule Runs, the Reserve Holding Quantity ( $RHQ_{uh}$ ) for Pool Scheduling Unit  $u$  in Trading Period  $h$  of Optimisation Horizon  $o$ , associated with Trading Day  $d$ , shall be calculated as follows:

$$RHQ_{uh} = EPRHQ_{uh}$$

where

1.  $EPRHQ_{uh}$  is the Ex-Post Reserve Holding Quantity for Pool Scheduling Unit  $u$  in Trading Period  $h$  calculated in accordance with the Reserve Holding Adjustment Methodology

K.4.2.6 For purposes of performing a Market Schedule Run, the Market Operator shall calculate the Reserve-Adjusted Quantity ( $RAQ_{iuh}$ ) and Reserve-Adjusted Offer Price ( $RAOP_{iuh}$ ) for each Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in each Trading Period  $h$ :

if  $k = l$  then

for all  $i < k$

$$RAQ_{iuh} = Q_{iuh}$$

$$RAOP_{iuh} = OP_{iuh}$$

for  $i = k = l$

$$RAQ_{iuh} = Q_{iuh} - RHQ_{uh}$$

$$RAOP_{iuh} = OP_{iuh}$$

if  $k < n$  then for all  $k < i \leq n$

$$RAQ_{iuh} = Q_{iuh}$$

$$RAOP_{iuh} = OP_{iuh}$$

if  $k > l$  then

for all  $i < l$

$$RAQ_{iuh} = Q_{iuh}$$

$$RAOP_{iuh} = OP_{iuh}$$

for  $i = l$

$$RAQ_{iuh} = (RHL_{uh} - RHQ_{uh}) - \sum_{j=1}^{l-1} Q_{juh}$$

$$RAOP_{iuh} = OP_{iuh}$$

for  $i = l + 1$

$$RAQ_{iuh} = \left( \sum_{j=1}^k Q_{juh} \right) - RHL_{uh}$$

$$RAOP_{iuh} = OP_{kuh}$$

if  $k < n$  then for all  $l + 1 < i \leq n - (k - l) + 1$

$$RAQ_{iuh} = Q_{(i+k-l-1)uh}$$



$$RAOP_{iuh} = OP_{(i+k-l-1)uh}$$

where

1.  $k$  is the Step of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$  where  $RHL_{uh}$  meets the Offer Curve
2.  $l$  is the Step of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$  where  $RHL_{uh} - RHQ_{uh}$  meets the Offer Curve
3.  $n$  is the number of Price-Quantity Pairs in the Offer Curve
4.  $Q_{iuh}$  is the Quantity of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$
5.  $OP_{iuh}$  is the Offer Price of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$
6.  $RHL_{uh}$  is the Reserve Holding Limit of Pool Scheduling Unit  $u$  in Trading Period  $h$
7.  $RHQ_{uh}$  is the Reserve Holding Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$

## **K.5. AGGREGATE POOL PRICE**

### **K.5.1. Calculation of Aggregate Pool Price**

K.5.1.1 The Market Operator shall calculate the Aggregate Pool Price ( $APP_h$ ) for each Trading Period  $h$  of Trading Day  $d$  in respect of the following pairs of Pool Runs:

- (a) the Ex-Ante Market Schedule Run for Optimisation Horizon  $o$ , associated with Trading Day  $d$ , and the Ex-Ante Scarcity Price Run for Trading Day  $d$ ;
- (b) the Indicative Market Schedule Run for Optimisation Horizon  $o$ , associated with Trading Day  $d$ , and the Indicative Scarcity Price Run for Trading Day  $d$ ; and
- (c) the Confirmed Market Schedule Run for each Optimisation Horizon  $o$ , associated with Trading Day  $d$ , in Month  $m$  and the Confirmed Monthly Scarcity Price Run for Month  $m$ .

K.5.1.2 The Aggregate Pool Price ( $APP_h$ ) in Trading Period  $h$  is calculated as follows:

$$APP_h = SMP_h + SP_h$$

where

1.  $SMP_h$  is the System Marginal Price in Trading Period  $h$
2.  $SP_h$  is the Scarcity Price in Trading Period  $h$



## L. ENERGY PRICING AND CREDITS

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## **L.1. INTRODUCTION TO THIS SECTION**

### ***L.1.1. General***

L.1.1.1 This Section of the Market Rules sets out:

- (a) the Market Scheduling principles and process;
- (b) the calculation of the Market Schedule Credits;
- (c) the calculation of the Dispatch Adjustment Credits and Debits;
- (d) the treatment of Uninstructed Imbalance
- (e) the calculation of the Fuel Price Adjustment Debits; and
- (f) the calculation of the resulting Total Energy Credits.

### ***L.1.2. Key functions of Parties in this Section***

L.1.2.1 In this Section, the Market Operator:

- (a) determines the Market Schedule and the System Marginal Price;
- (b) calculates the Market Schedule Credits;
- (c) calculates the Dispatch Adjustment Credits and Debits;
- (d) calculates the Uninstructed Imbalance Credits and Debits;
- (e) calculates the Fuel Price Adjustment Debits; and
- (f) calculates the resulting Total Energy Credits.

### ***L.1.3. Annexes to this Section***

L.1.3.1 This Section refers to no Annexes.

### ***L.1.4. Approved Methodologies and MRPs***

L.1.4.1 This Section refers to the following Approved Methodology:

- (a) Administered Pricing Methodology.

L.1.4.2 This Section refers to no MRPs.

## **L.2. MARKET SCHEDULING**

### ***L.2.1. Market Schedule***

L.2.1.1 The **Market Schedule** for the Optimisation Horizon  $o$ , associated with each Trading Day  $d$ , is the schedule containing:

- (a) the Market Schedule Quantity of each Pool Scheduling Unit  $u$  in each Trading Period  $h$ ; and

- (b) the occurrence of each Market Schedule Transition t in each Production Block b for each Trading Period h.

L.2.1.2 For the purposes of this Section L:

- (a) the **Market Schedule Quantity** of each Pool Scheduling Unit u in each Trading Period h is the quantity of Output; and
- (b) the **Market Schedule Transitions** in each Production Block b for each Trading Period h are the Transitions,

which together are treated as meeting the Market Schedule Objective.

L.2.1.3 The **Market Schedule Objective** is that the Market Schedule Quantity of each Pool Scheduling Unit u in each Trading Period h of the Optimisation Horizon o and the occurrence of a Market Schedule Transition t in each Production Block b in each Trading Period h of the Optimisation Horizon o are such that the aggregate sum of the Production Cost, defined in accordance with Section L.2.1.4, of all Production Blocks, over the Optimisation Horizon o is minimised, whilst securing to the maximum extent practicable that the following constraints are met:

- (a) the Market Schedule Quantity of each Hybrid Production Unit u in each Trading Period h of the Optimisation Horizon o is greater than or equal to the sum of the Quantity of the Price-Quantity Pair(s) in its Offer Curve which have a Must Run Flag set to 'Yes';
- (b) the Market Schedule Quantity of each Pool Scheduling Unit u, excluding any Pool Scheduling Unit in a Transitioning Activity State, in each Trading Period h of the Optimisation Horizon o is less than or equal to its Market Schedule Availability;
- (c) the Market Schedule Quantity of a Pool Scheduling Unit u in a Transitioning Activity State in each Trading Period h of the Optimisation Horizon o is equal to the quantity of Output implied by the Technical Offer Data of the relevant Transition t;
- (d) the aggregate sum of the Market Schedule Quantity of all Pool Scheduling Units in each Trading Period h of the Optimisation Horizon o is equal to or greater than the Pool Demand in such Trading Period h of Trading Day d;
- (e) the Market Schedule Quantity of each Production Unit u in each Production Block b must be feasible with respect to the allowed Configurations in a given Production Block b;
- (f) the Market Schedule Quantity of each Production Unit u, excluding any Pool Scheduling Unit in a Transitioning Activity State, in Trading Period h of the Optimisation Horizon o respects all elements of the Technical Offer Data; and
- (g) the Market Schedule Quantity of each Production Unit u in Trading Period h must be feasible given the occurrence of Market Schedule Transitions in the relevant Production Block in all Trading Periods of the Optimisation Horizon o.

L.2.1.4 The Production Cost ( $PC_{bo}$ ) of each Production Block  $b$  as a function of the Schedule Transitions and the quantity of Output of all Pool Scheduling Units that belong to such Production Block  $b$  in the Optimisation Horizon  $o$  is:

$$PC_{bo} = \sum_{u \text{ in } b} \left[ \sum_{h \text{ in } o} \left( \left( \sum_{i=1}^{\text{Step}(x_{uh})-1} [RAQ_{iuh} \times RAOP_{iuh}] + \left( x_{uh} - \sum_{i=1}^{\text{Step}(x_{uh})-1} [RAQ_{iuh}] \right) \times RAOP_{\text{Step}(x_{uh})uh} \right) + SNLC_{uh} \right) \right] + STC_{bo}$$

where

1.  $x_{uh}$  is a variable denoting the quantity of Output of Pool Scheduling Unit  $u$  in Trading Period  $h$
2.  $\text{Step}(x_{uh})$  is the index of the Step where the quantity of Output ( $x_{uh}$ ) of Pool Scheduling Unit  $u$  in Trading Period  $h$  intersects with the Offer Curve
3.  $RAQ_{iuh}$  is the Reserve-Adjusted Quantity of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$ , as calculated in accordance with Section K.4.2.6
4.  $RAOP_{iuh}$  is the Reserve-Adjusted Offer Price of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$ , as calculated in accordance with Section K.4.2.6
5.  $SNLC_{uh}$  is the Schedule No Load Cost of Pool Scheduling Unit  $u$  in Trading Period  $h$  as a function of  $x_{uh}$ , as defined in Section L.2.1.5
6.  $STC_{bo}$  is the Schedule Transition Cost of Production Block  $b$  in the Optimisation Horizon  $o$  as a function of Schedule Transitions of such Production Block, as defined in Section L.2.1.7

L.2.1.5 The Schedule No Load Cost ( $SNLC_{uh}$ ) of each Pool Scheduling Unit  $u$  in each Trading Period  $h$  as a function of Output is:

If  $x_{uh} \geq \text{MINOUTPUT}_u$  then

$$SNLC_{uh} = NLC_{uh}$$

else  $x_{uh} < \text{MINOUTPUT}_u$  then

$$SNLC_{uh} = 0$$

where

1.  $NLC_{uh}$  is the No Load Cost of Pool Scheduling Unit  $u$  in Trading Period  $h$  as calculated in accordance with Section K.4.1.3

2.  $x_{uh}$  is a variable denoting the quantity of Output of Pool Scheduling Unit  $u$  in Trading Period  $h$
3.  $\text{MINOUTPUT}_u$  is the Minimum Output of Pool Scheduling Unit  $u$  in accordance with its Technical Offer Data

L.2.1.6 The Schedule Transition Integer ( $ST_{tbh}$ ) in relation to each Schedule Transition  $t$  in Production Block  $b$  in Trading Period  $h$  shall take values as follows:

- (a)  $ST_{tbh} = 1$  if Transition  $t$  is commencing in Trading Period  $h$ ; or
- (b)  $ST_{tbh} = 0$  otherwise.

L.2.1.7 The Schedule Transition Cost ( $STC_{bo}$ ) of a Production Block  $b$  in Optimisation Horizon  $o$  as a function of the Schedule Transition Integers of such Production Block is:

$$STC_{bo} = \sum_{t \text{ in } b} \left[ TC_{tbd} \times \sum_{h \text{ in } o} ST_{tbh} \right]$$

where

1.  $ST_{tbh}$  is the Schedule Transition Integer for Transition  $t$  of Production Block  $b$  in Trading Period  $h$
2.  $TC_{tbd}$  is the Transition Cost for Transition  $t$  of Production Block  $b$  in the Optimisation Horizon  $o$ , associated with each Trading Day  $d$

L.2.1.8 For each Trading Day  $d$ :

- (a) an Ex-Ante Market Schedule;
- (b) an Indicative Market Schedule; and
- (c) a Confirmed Market Schedule

shall be determined in accordance with Section I.

L.2.1.9 The Confirmed Market Schedule, in particular, is used for the purposes of calculating Pool Charges, in accordance with Section N.

L.2.1.10 For the avoidance of doubt, a Market Schedule is a hypothetical schedule established for either informational purposes in the case of an Ex-Ante Market Schedule and an Indicative Market Schedule or for the purposes of Settlement in the case of a Confirmed Market Schedule, which may not be the same as the Dispatch or the actual operation of any Pool Scheduling Unit, and references to any physical or operational term in connection with a Market Schedule shall be construed accordingly.

L.2.1.11 The Transmission Company is not bound by the Ex-Ante Market Schedule in its functions under the Scheduling and Dispatch Code of the Grid Code.

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### **L.2.2. System Marginal Price**

L.2.2.1 The **System Marginal Price** in each Trading Period *h* of Trading Day *d* is equal to the marginal incremental cost, based on the Offer Curves of all Pool Scheduling Units, of meeting a marginal increase in Pool Demand taking into account the constraints in Section L.2.1.3 provided that the System Marginal Price:

- (a) shall not be greater than the Pool Price Cap; and
- (b) shall not be less than the Pool Price Floor.

### **L.2.3. Market Scheduling Software**

L.2.3.1 The **Market Scheduling Software** is a computer programme which is designed to meet the Market Schedule Objective and determines the Market Schedule and the System Marginal Price for each Trading Period *h* of each Trading Day *d*.

L.2.3.2 The Market Scheduling Software takes as inputs:

- (a) the most recent Offer Data, System Data and Pool Demand for the Optimisation Horizon *o*; and
- (b) the most recent Market Schedule produced for Trading Day *d-1* in accordance with Section K.3.1.

L.2.3.3 The Market Operator will be responsible for obtaining rights to use the Market Scheduling Software as necessary for the use of the Market Scheduling Software by the Market Operator in operating the Market Rules. No other Party shall have any rights in relation to or access to the Market Scheduling Software, whether to use or have access to any object code, source code or documentation relating to the Market Scheduling Software or otherwise.

L.2.3.4 The Market Operator may revise the Market Scheduling Software:

- (a) where necessary to reflect a Modification of the Market Rules or a modification of an Approved Methodology; or
- (b) where the Market Operator considers such revision would better meet the Market Schedule Objective; or
- (c) where necessary to correct a defect in the Market Scheduling Software; or
- (d) in any other case, with the approval of the Authority.

L.2.3.5 Where the Market Operator makes a revision of the Market Scheduling Software, before starting to use the revised version of the Market Scheduling Software:

- (a) the Market Operator will notify the Authority of the revision; and
- (b) if the Authority so requires, the Market Operator shall procure the certification of the revised version (as to whether it meets the Market Schedule Objective, and such other matters as the Authority may



require) by a suitably qualified and independent person approved by the Authority.

- L.2.3.6 Changes of parameter values or other data items within the Market Scheduling Software are not revisions for the purposes of Sections L.2.3.4 and L.2.3.5.
- L.2.3.7 A **Market Schedule Run** is a run of the Market Scheduling Software for the Optimisation Horizon *o*, associated with Trading Day *d*, and a Market Schedule Run produces a **Solution** where the run is completed and produces a Market Schedule for Optimisation Horizon *o*, associated with Trading Day *d*, and a System Marginal Price for each Trading Period *h* of Optimisation Horizon *o*, associated with Trading Day *d*.
- L.2.3.8 The Market Schedule and the System Marginal Price for each Trading Period *h* of Optimisation Horizon *o*, associated with Trading Day *d*, are as produced by the Market Schedule Run. If the Market Schedule Run does not produce a Solution, the provisions in Sections L.2.4.9 to L.2.4.11 determine the Market Schedule and the System Marginal Price for each Trading Period *h* of a Trading Day *d*.

#### **L.2.4. Operation of the Market Scheduling Software**

- L.2.4.1 To the extent that the operation of the Market Scheduling Software involves or may involve any choice or decision by the Market Operator including inter alia the choice of more than one solver:
- (a) the Market Operator shall publish, and keep under review, a policy setting out how such choices or decisions will be made; and
  - (b) in performing Market Schedule Runs the Market Operator will comply with such policy.
- L.2.4.2 A **Tie Break** occurs when:
- (a) two or more Accepted Steps in a Trading Period *h* in Trading Day *d* have the same Offer Price; or
  - (b) the Accepted Step in a Trading Period *h* with the highest Offer Price has the same Offer Price with one or more Price-Quantity Pair(s), which were not accepted.
- L.2.4.3 In the event of a Tie Break:
- (a) the Market Operator shall ensure that the Market Scheduling Software resolves the order in which Pool Scheduling Units are scheduled using a systematic process of random selection which may include making small alterations to the submitted Offer Prices from the Pool Scheduling Units concerned;
  - (b) such amended Offer Prices shall only be used in the calculation of the System Marginal Price and Market Schedule Quantities within the Market Scheduling Software for the purposes of the Tie Break concerned;

- (c) the systematic process of random selection shall be capable of being repeated, should that be necessary, to effect the same selection.

L.2.4.4 An **Insufficient Capacity Event** occurs in a Trading Period  $h$  within a Market Schedule Run when Pool Demand in such Trading Period cannot be met in full by Pool Scheduling Units (due to capacity inadequacy or technical restrictions). The Market Schedule shall, in the case of an Insufficient Capacity Event, include a notional Pool Scheduling Unit, which is not further used in Settlement, to which the unfulfilled Pool Demand is allocated, so that Market Schedule Quantities for other Pool Scheduling Units can be determined.

L.2.4.5 For any Trading Period  $h$  for which, in the Market Schedule Run, there is an Insufficient Capacity Event, then:

- (a) the System Marginal Price for that Trading Period  $h$  shall be set equal to the Highest Offer Price; and
- (b) the Market Schedule Quantities of each Pool Scheduling Unit shall be as determined under the Market Schedule produced by that Market Schedule Run.

L.2.4.6 The **Highest Offer Price** ( $HOP_h$ ) in Trading Period  $h$  is calculated as follows:

$$HOP_h = \max_{u,i}(OP_{iuh})$$

where

1.  $OP_{iuh}$  is the Offer Price of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$

L.2.4.7 An **Excessive Generation Event** occurs in a Trading Period  $h$  when Pool Demand in that Trading Period  $h$  is less than the aggregate Quantities of Price-Quantity Pairs with a Must Run Flag set to 'Yes' in such Trading Period  $h$ . The Market Schedule shall, in the case of an Excessive Generation Event, include additional notional Pool Demand, which is not further used in Settlement, to allow for the Market Schedule Run to produce a Solution.

L.2.4.8 For any Trading Period  $h$  for which, in the Market Schedule Run, there is an Excessive Generation Event, then:

- (a) the System Marginal Price for that Trading Period shall be set equal to the Pool Price Floor; and
- (b) the Market Schedule Quantities of each Pool Scheduling Unit shall be equal to zero.

L.2.4.9 In the event that the Ex-Ante Market Schedule Run has not produced a Solution by 13:00 on the day prior to the Trading Day  $d$ , there is no publication of the Market Schedule and a System Marginal Price.

L.2.4.10 In the event that the Indicative Market Schedule Run has not produced a Solution by 14:00 1 day after the Trading Day  $d$ :

- (a) If the Ex-Ante Market Schedule Run for Trading Day d produced a Solution then the System Marginal Price for each Trading Period h from such Ex-Ante Market Schedule Run is used and the Market Schedule Quantities are assumed to be equal to the Dispatch Quantities.
- (b) Else if the Ex-Ante Market Schedule Run for Trading Day d did not produce a Solution, then the System Marginal Price for each Trading Period h is determined pursuant to the Administered Pricing Methodology and the Market Schedule Quantities are assumed to be equal to the Dispatch Quantities.

L.2.4.11 In the event that the Confirmed Market Schedule Run has not produced a Solution by 15:00 5 Business Days after the Trading Day d:

- (a) If the Indicative Market Schedule Run for Trading Day d produced a Solution then the Market Schedule and the System Marginal Price for each Trading Period h from such Indicative Market Schedule Run are used.
- (b) Else if the Indicative Market Schedule Run for Trading Day d did not produce a Solution, but the Ex-Ante Market Schedule Run for Trading Day d produced a Solution, then the System Marginal Price for each Trading Period h from such Ex-Ante Market Schedule Run is used and the Market Schedule Quantities are set to be equal to the corresponding Dispatch Quantities and the Market Schedule Transitions are inferred from Dispatch Instructions.
- (c) Else if neither the Indicative Market Schedule Run for Trading Day d nor the Ex-Ante Market Schedule Run for Trading Day d produced a Solution, then the System Marginal Price for each Trading Period h is determined pursuant to the Administered Pricing Methodology and the Market Schedule Quantities are set to be equal to the corresponding Dispatch Quantities and the Market Schedule Transitions are inferred from Dispatch Instructions.

L.2.4.12 A Solution produced by a Market Schedule Run shall be conclusive and binding for all purposes of the Market Rules and, subject to any Settlement Query or Settlement Dispute concerning the Data input into the Market Schedule Run, may not be the subject of a Dispute or other challenge by any Party.

### **L.2.5. Administered Pricing Methodology**

L.2.5.1 The Market Operator shall prepare an Approved Methodology (**Administered Pricing Methodology**) for the purpose of determining a value of System Marginal Price for each Trading Period h of a Trading Day d for which such price is not determined by a Market Schedule Run.

## **L.3. MARKET SCHEDULE CREDITS**

### **L.3.1. General**

L.3.1.1 The Market Operator shall determine the Market Schedule Energy Credit ( $MSEC_{uh}$ ) for each Pool Scheduling Unit u in each Trading Period h and

the Market Schedule Daily Energy Credit ( $MSDEC_{bd}$ ) and the Market Schedule Make Whole Credit ( $MSMWC_{bd}$ ) for each Production Block  $b$  in Trading Day  $d$ .

- L.3.1.2 For the avoidance of doubt, a Market Schedule Energy Credit ( $MSEC_{uh}$ ) shall not be estimated for Trading Periods within the Optimisation Horizon  $o$ , associated with Trading Day  $d$ , but beyond the boundaries of Trading Day  $d$ .

### **L.3.2. Market Schedule Energy Credits**

- L.3.2.1 The Market Schedule Energy Credit ( $MSEC_{uh}$ ) for each Pool Scheduling Unit  $u$  in each Trading Period  $h$  of Trading Day  $d$  is calculated as follows:

$$MSEC_{uh} = SMP_h \times MSQ_{uh}$$

where

1.  $SMP_h$  is the System Marginal Price in Trading Period  $h$
  2.  $MSQ_{uh}$  is the Market Schedule Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
- L.3.2.2 The Market Schedule Daily Energy Credit ( $MSDEC_{bd}$ ) for each Production Block  $b$  in each Trading Day  $d$  is calculated as follows:

$$MSDEC_{bd} = \sum_{h \text{ in } d} \sum_{u \text{ in } b} MSEC_{uh}$$

where

1.  $MSEC_{uh}$  is the Market Schedule Energy Credit for Pool Scheduling Unit  $u$  in Trading Period  $h$

### **L.3.3. Market Schedule Make Whole Credit**

- L.3.3.1 For the purposes of determining the Market Schedule Production Cost ( $MSPC_{bd}$ ) of each Production Block  $b$  in Trading Day  $d$ , the Market Schedule No Load Cost ( $MSNLC_{uh}$ ) of each Pool Scheduling Unit  $u$  in each Trading Period  $h$  and the Market Schedule Transition Cost ( $MSTC_{bd}$ ) of each Production Block  $b$  in Trading Day  $d$  shall be calculated.

- L.3.3.2 The Market Schedule No Load Cost ( $MSNLC_{uh}$ ) of each Pool Scheduling Unit  $u$  in each Trading Period  $h$  is calculated as follows:

If  $MSQ_{uh} \geq MINOUTPUT_u$  then

$$MSNLC_{uh} = NLC_{uh}$$

else  $MSQ_{uh} < MINOUTPUT_u$  then

$$MSNLC_{uh} = 0$$

where

1.  $NLC_{uh}$  is the No Load Cost of Pool Scheduling Unit  $u$  in Trading Period  $h$  as calculated in accordance with Section K.4.1.3
2.  $MSQ_{uh}$  is the Market Schedule Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
3.  $MINOUTPUT_u$  is the Minimum Output of Pool Scheduling Unit  $u$  in accordance with its Technical Offer Data

L.3.3.3 The Market Schedule Transition Integer ( $MST_{tbh}$ ) in relation to each Market Schedule Transition  $t$  in Production Block  $b$  in Trading Period  $h$  with reference to the Market Schedule shall take values as follows:

- (a)  $MST_{tbh} = 1$  if Transition  $t$  is commencing in Trading Period  $h$ ; or
- (b)  $MST_{tbh} = 0$  otherwise.

L.3.3.4 The Market Schedule Transition Cost ( $MSTC_{bd}$ ) of a Production Block  $b$  in Trading Day  $d$  is calculated as follows:

$$MSTC_{bd} = \sum_{t \text{ in } b} \left[ TC_{tbd} \times \sum_{h \text{ in } d} MST_{tbh} \right]$$

where

1.  $MST_{tbh}$  is the Market Schedule Transition Integer for Transition  $t$  of Production Block  $b$  in Trading Period  $h$
2.  $TC_{tbd}$  is the Transition Cost for Transition  $t$  of Production Block  $b$ , as calculated in accordance with Section K.4.1.4

L.3.3.5 The Market Schedule Production Cost ( $MSPC_{bd}$ ) of each Production Block  $b$  in each Trading Day  $d$  is calculated as follows:

$$MSPC_{bd} = \sum_{u \text{ in } b} \sum_{h \text{ in } d} \left[ \left( \sum_{i=1}^{l-1} [RAQ_{iuh} \times RAOP_{iuh}] + \left( MSQ_{uh} - \sum_{i=1}^{l-1} [RAQ_{iuh}] \right) \times RAOP_{iuh} + MSNLC_{uh} \right) \right] + MSTC_{bd}$$

where

1.  $l$  is the numerical value of the index of the Accepted Step of the Reserve-Adjusted Offer Curve of Pool Scheduling Unit  $u$  with the highest numerical value
2.  $RAQ_{iuh}$  is the Reserve-Adjusted Quantity of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$ , as calculated in accordance with Section K.4.2.6

3.  $RAOP_{iuh}$  is the Reserve-Adjusted Offer Price of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$ , as calculated in accordance with Section K.4.2.6
4.  $MSQ_{uh}$  is the Market Schedule Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
5.  $MSNLC_{uh}$  is the Market Schedule No Load Cost of Pool Scheduling Unit  $u$  in Trading Period  $h$ , as calculated in accordance with Section L.3.3.2
6.  $MSTC_{bd}$  is the Market Schedule Transition Cost of a Production Block  $b$  in Trading Day  $d$ , as calculated in accordance with Section L.3.3.4

L.3.3.6 The Market Schedule Make Whole Credit ( $MSMWC_{bd}$ ) to each Production Block  $b$  in each Trading Day  $d$  is calculated as follows:

$$MSMWC_{bd} = \max(0, MSPC_{bd} - MSDEC_{bd})$$

where

1.  $MSPC_{bd}$  is the Market Schedule Production Cost of Production Block  $b$  in Trading Day  $d$ , as calculated in accordance with Section L.3.3.5
2.  $MSDEC_{bd}$  is the Market Schedule Daily Energy Credit to Production Block  $b$  in Trading Day  $d$ , as calculated in accordance with Section L.3.2.2

## L.4. DISPATCH ADJUSTMENT CREDITS AND DEBITS

### L.4.1. General

L.4.1.1 The Market Operator shall calculate the Dispatch Adjustment Debit ( $DAD_{bd}$ ) and the Constrained On Credit ( $CONONC_{bd}$ ) to each Production Block  $b$  in Trading Day  $d$ , by reference to differences between the aggregate Market Schedule Quantity and the Dispatch Quantity of a Production Block  $b$  in Trading Day  $d$ .

L.4.1.2 For the purposes of calculating the Dispatch Schedule Production Cost ( $DSPC_{bd}$ ) of each Production Block  $b$  in Trading Day  $d$ , the Dispatch Schedule No Load Cost ( $DSNLC_{uh}$ ) of each Pool Scheduling Unit  $u$  in each Trading Period  $h$  and the Dispatch Schedule Transition Cost ( $DSTC_{bd}$ ) of each Production Block  $b$  in Trading Day  $d$  shall be calculated.

L.4.1.3 The Dispatch Schedule No Load Cost ( $DSNLC_{uh}$ ) of each Pool Scheduling Unit  $u$  in each Trading Period  $h$  is calculated as follows:

If  $DQ_{uh} \geq MINOUTPUT_u$  then

$$DSNLC_{uh} = NLC_{uh}$$

else if  $DQ_{uh} < MINOUTPUT_u$  then

$$DSNLC_{uh} = 0$$

where

1.  $NLC_{uh}$  is the No Load Cost of Pool Scheduling Unit  $u$  in Trading Period  $h$ , as calculated in accordance with Section K.4.1.3
2.  $DQ_{uh}$  is the Dispatch Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
3.  $MINOUTPUT_u$  is the Minimum Output of Pool Scheduling Unit  $u$  in accordance with its Technical Offer Data

L.4.1.4 The Dispatch Schedule Transition Cost ( $DSTC_{bd}$ ) of a Production Block  $b$  in Trading Day  $d$  is calculated as follows:

$$DSTC_{bd} = \sum_{t \text{ in } b} \left[ TC_{tbd} \times \sum_{h \text{ in } d} DST_{tbh} \right]$$

where

1.  $DST_{tbh}$  is the Dispatch Schedule Transition Integer for Transition  $t$  of Production Block  $b$  in Trading Period  $h$ , as determined in accordance with Section K.2.2.3(c)
2.  $TC_{tbd}$  is the Transition Cost for Transition  $t$  of Production Block  $b$ , as determined in accordance with Section K.4.1.4

L.4.1.5 For the purposes of determining the Dispatch Adjustment Debit ( $DAD_{bd}$ ) and the Constrained On Credit ( $CONONC_{bd}$ ), the Dispatch Schedule Production Cost ( $DSPC_{bd}$ ) of each Production Block  $b$  in each Trading Day  $d$  is calculated as follows:

$$DSPC_{bd} = \sum_{u \text{ in } b} \left[ \sum_{h \text{ in } d} \left( \left( \sum_{i=1}^{k-1} [Q_{iuh} \times OP_{iuh}] + \left( DQ_{uh} - \sum_{i=1}^{k-1} [Q_{iuh}] \right) \times OP_{kuh} + DSNLC_{uh} \right) \right) \right] + DSTC_{bd}$$

where

1.  $k$  is the Step of the Offer Curve of Pool Scheduling Unit  $u$  where the Dispatch Quantity meets the Offer Curve
2.  $Q_{iuh}$  is the Quantity of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$
3.  $OP_{iuh}$  is the Offer Price of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$ , as calculated in accordance with K.4.1.2
4.  $OP_{kuh}$  is the Offer Price of Step  $k$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$ , as calculated in accordance with K.4.1.2

5.  $DQ_{uh}$  is the Dispatch Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
6.  $DSNLC_{uh}$  is the Dispatch Schedule No Load Cost of Pool Scheduling Unit  $u$  in Trading Period  $h$ , as calculated in accordance with L.4.1.3
7.  $DSTC_{tb}$  is the Dispatch Schedule Transition Cost relating to a Transition  $t$  of Production Block  $b$ , as calculated in accordance with L.4.1.4

#### L.4.2. Dispatch Adjustment Debit

L.4.2.1 The Dispatch Adjustment Debit ( $DAD_{bd}$ ) to each Production Block  $b$  in Trading Day  $d$  is calculated as follows:

$$\text{If } \sum_{h \text{ in } d} \sum_{u \text{ in } b} DQ_{uh} \geq \sum_{h \text{ in } d} \sum_{u \text{ in } b} MSQ_{uh}$$

$$DAD_{bd} = 0$$

$$\text{else if } \sum_{h \text{ in } d} \sum_{u \text{ in } b} DQ_{uh} < \sum_{h \text{ in } d} \sum_{u \text{ in } b} MSQ_{uh}$$

$$DAD_{bd} = (MSPC_{bd} - DSPC_{bd}) +$$

$$\left( 1 - \frac{\sum_{h \text{ in } d} \sum_{u \text{ in } b} DQ_{uh}}{\sum_{h \text{ in } d} \sum_{u \text{ in } b} MSQ_{uh}} \right) * \max(0, MSDEC_{bd} - MSPC_{bd})$$

where

1.  $MSQ_{uh}$  is the Market Schedule Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
2.  $DQ_{uh}$  is the Dispatch Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
3.  $MSPC_{bd}$  is the Market Schedule Production Cost of Production Block  $b$  in Trading Day  $d$ , as calculated in accordance with Section L.3.3.5
4.  $DSPC_{bd}$  is the Dispatch Schedule Production Cost of Production Block  $b$  in Trading Day  $d$ , as calculated in accordance with Section L.4.1.5
5.  $MSDEC_{bd}$  is the Market Schedule Daily Energy Credit to Production Block  $b$  in Trading Day  $d$ , as calculated in accordance with Section L.3.2.2



### L.4.3. **Constrained On Credit**

L.4.3.1 The Constrained On Credit ( $CONONC_{bd}$ ) to each Production Block  $b$  in Trading Day  $d$  is calculated as follows:

$$\text{If } \sum_{h \text{ in } d} \sum_{u \text{ in } b} DQ_{uh} \geq \sum_{h \text{ in } d} \sum_{u \text{ in } b} MSQ_{uh}$$

$$CONONC_{bd} = DSPC_{bd} - MSPC_{bd}$$

$$\text{else if } \sum_{h \text{ in } d} \sum_{u \text{ in } b} DQ_{uh} < \sum_{h \text{ in } d} \sum_{u \text{ in } b} MSQ_{uh}$$

$$CONONC_{bd} = 0$$

where

1.  $MSQ_{uh}$  is the Market Schedule Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
2.  $DQ_{uh}$  is the Dispatch Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
3.  $MSPC_{bd}$  is the Market Schedule Production Cost of Production Block  $b$  in Trading Day  $d$ , as calculated in accordance with Section L.3.3.5
4.  $DSPC_{bd}$  is the Dispatch Schedule Production Cost of Production Block  $b$  in Trading Day  $d$ , as calculated in accordance with Section L.4.1.5

## L.5. **TREATMENT OF UNINSTRUCTED IMBALANCE**

### L.5.1. **General**

L.5.1.1 For Year  $y$ , the Transmission Company shall develop a report for the Authority at least 4 months prior to the start of the Year recommending values for the following parameters to be used for the determination of Uninstructed Imbalances for the Year:

- (a) Tolerance for Over Delivery ( $TOLOD_{uh}$ ) of Pool Scheduling Unit  $u$  in Trading Period  $h$ ; and
- (b) Tolerance for Under Delivery ( $TOLUD_{uh}$ ) of Pool Scheduling Unit  $u$  in Trading Period  $h$ .

L.5.1.2 For Year  $y$ , the Tolerance for Over Delivery ( $TOLOD_{uh}$ ) of Pool Scheduling Unit  $u$  in Trading Period  $h$  and Tolerance for Under Delivery ( $TOLUD_{uh}$ ) of

Pool Scheduling Unit  $u$  in Trading Period  $h$  values shall be as determined by the Authority 2 Months prior to the start of the Year.

- L.5.1.3 The Market Operator shall publish the Tolerance for Over Delivery ( $TOLOD_{uh}$ ) of Pool Scheduling Unit  $u$  in Trading Period  $h$  and Tolerance for Under Delivery ( $TOLUD_{uh}$ ) of Pool Scheduling Unit  $u$  in Trading Period  $h$  values within 2 Business Days of receipt of the Authority's determination or 2 Months prior to the start of the Year, whichever is the earlier. If such values are determined by the Authority after 2 Months prior to the start of the Year, the Market Operator shall publish the values as soon as practicable after the Authority's determination.
- L.5.1.4 For Year  $y$ , the Over Delivery Discount Factor (ODF) and the Under Delivery Premium Factor (UDF) values shall be as determined by the Authority 2 Months prior to the start of the Year.
- L.5.1.5 The Market Operator shall publish the Over Delivery Discount Factor (ODF) and the Under Delivery Premium Factor (UDF) values within 2 Business Days of receipt of the Authority's determination or 2 Months prior to the start of the Year, whichever is the earlier. If such values are determined by the Authority after 2 Months prior to the start of the Year, the Market Operator shall publish the values as soon as practicable after the Authority's determination.
- L.5.1.6 The Market Operator shall calculate the Uninstructed Imbalance Credit and Uninstructed Imbalance Debit ( $UNINSTIMBC_{uh}$  and  $UNINSTIMBD_{uh}$ ) for each Pool Scheduling Unit  $u$  in Trading Period  $h$ .

### L.5.2. Uninstructed Imbalance Credit

- L.5.2.1 The Uninstructed Imbalance Credit ( $UNINSTIMBC_{uh}$ ) for each Pool Scheduling Unit  $u$  in each Trading Period  $h$  is calculated as follows:

- (a) If  $DQ_{uh} < MQ_{uh} \leq DQ_{uh} + TOLOD_{uh}$  and  $r > k$  then

$$UNINSTIMBC_{uh} = \left\{ \begin{array}{l} \sum_{i=k+1}^{r-1} [Q_{iuh} \times OP_{iuh}] + \left( \sum_{i=1}^k [Q_{iuh}] - DQ_{uh} \right) \times OP_{kuh} + \\ \left( MQ_{uh} - \sum_{i=1}^{r-1} [Q_{iuh}] \right) \times OP_{ruh} \end{array} \right\}$$

- (b) Else if  $DQ_{uh} < MQ_{uh} \leq DQ_{uh} + TOLOD_{uh}$ , and  $r = k$  then

$$UNINSTIMBC_{uh} = (MQ_{uh} - DQ_{uh}) \times OP_{ruh}$$

- (c) Else if  $DQ_{uh} + TOLOD_{uh} < MQ_{uh}$ , and  $s > k$  then

$$UNINSTIMBC_{uh} = \left\{ \begin{array}{l} \sum_{i=k+1}^{s-1} [Q_{iuh} \times OP_{iuh}] + \left( \sum_{i=1}^k [Q_{iuh}] - DQ_{uh} \right) \times OP_{kuh} + \\ \left( (DQ_{uh} + TOLOD_{uh}) - \sum_{i=1}^{s-1} [Q_{iuh}] \right) \times OP_{suh} \end{array} \right\}$$

$$+(MQ_{uh} - (DQ_{uh} + TOLOD_{uh})) \times \min (ODF \times SMP_h, ODF \times OP_{suh})$$

(d) Else if  $DQ_{uh} + TOLOD_{uh} < MQ_{uh}$ , and  $s = k$  then

$$UNINSTIMBC_{uh} = TOLOD_{uh} \times OP_{suh}$$

$$+[MQ_{uh} - (DQ_{uh} + TOLOD_{uh})] \times \min (ODF \times SMP_h, ODF \times OP_{suh})$$

(e) Else

$$UNINSTIMBC_{uh} = 0$$

where

1.  $k$  is the Step of the Production Unit Offer of Pool Scheduling Unit  $u$  where the Dispatch Quantity meets the Offer Curve
2.  $r$  is the Step of the Offer Curve of Pool Scheduling Unit  $u$  where the Metered Quantity meets the Offer Curve
3.  $s$  is the Step of the Offer Curve of Pool Scheduling Unit  $u$  where  $DQ_{uh} + TOLOD_{uh}$  meets the Offer Curve
4.  $Q_{iuh}$  is the Quantity of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$ , as calculated in accordance with Section K.4.1.2
5.  $OP_{iuh}$  is the Offer Price of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$ , as calculated in accordance with Section K.4.1.2
6.  $OP_{kuh}$  is the Offer Price of Step  $k$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$ , as calculated in accordance with Section K.4.1.2
7.  $OP_{suh}$  is the Offer Price of Step  $s$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$ , as calculated in accordance with Section K.4.1.2
8.  $OP_{ruh}$  is the Offer Price of Step  $r$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$ , as calculated in accordance with Section K.4.1.2
9.  $MQ_{uh}$  is the Metered Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
10.  $DQ_{uh}$  is the Dispatch Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
11.  $TOLOD_{uh}$  is the Tolerance for Over Delivery of Pool Scheduling Unit  $u$  in Trading Period  $h$
12.  $SMP_h$  is the System Marginal Price in Trading Period  $h$
13.  $ODF$  is the Over Delivery Discount Factor defined by the Authority

### L.5.3. Uninstructed Imbalance Debit

L.5.3.1 The Uninstructed Imbalance Debit ( $UNINSTIMBD_{uh}$ ) for each Pool Scheduling Unit  $u$  in each Trading Period  $h$  is calculated as follows:

(a) If  $DQ_{uh} - TOLUD_{uh} \leq MQ_{uh} < DQ_{uh}$ , and  $r < k$  then

$$UNINSTIMBD_{uh} = \left\{ \begin{array}{l} \sum_{i=r+1}^{k-1} [Q_{iuh} \times OP_{iuh}] + \left( \sum_{i=1}^r [Q_{iuh}] - MQ_{uh} \right) \times OP_{ruh} + \\ \left( DQ_{uh} - \sum_{i=1}^{k-1} [Q_{iuh}] \right) \times OP_{kuh} \end{array} \right\}$$

(b) If  $DQ_{uh} - TOLUD_{uh} \leq MQ_{uh} < DQ_{uh}$ , and  $r = k$  then

$$UNINSTIMBD_{uh} = (DQ_{uh} - MQ_{uh}) \times OP_{ruh}$$

(c) Else if  $MQ_{uh} < DQ_{uh} - TOLUD_{uh}$ , and  $v < k$  then

$$UNINSTIMBD_{uh} = \left\{ \begin{array}{l} \sum_{i=v+1}^{k-1} [Q_{iuh} \times OP_{iuh}] + \\ \left( \sum_{i=1}^v [Q_{iuh}] - [DQ_{uh} - TOLUD_{uh}] \right) \times OP_{vuh} + \\ \left( DQ_{uh} - \sum_{i=1}^{k-1} [Q_{iuh}] \right) \times OP_{kuh} \end{array} \right\}$$

$$+ ([DQ_{uh} - TOLUD_{uh}] - MQ_{uh}) \times \max (UDF \times SMP_h, UDF \times OP_{vuh})$$

(d) Else if  $MQ_{uh} < DQ_{uh} - TOLUD_{uh}$ , and  $v = k$  then

$$UNINSTIMBD_{uh} = TOLUD_{uh} \times OP_{vuh}$$

$$+ ([DQ_{uh} - TOLUD_{uh}] - MQ_{uh}) \times \max (UDF \times SMP_h, UDF \times OP_{vuh})$$

(e) Else

$$UNINSTIMBD_{uh} = 0$$

where

1.  $k$  is the Step of the Offer Curve of Pool Scheduling Unit  $u$  where the Dispatch Quantity meets the Offer Curve
2.  $r$  is the Step of the Offer Curve of Pool Scheduling Unit  $u$  where the Metered Quantity meets the Offer Curve
3.  $v$  is the Step of the Offer Curve of Pool Scheduling Unit  $u$  where  $DQ_{uh} - TOLUD_{uh}$  meets the Offer Curve
4.  $Q_{iuh}$  is the Quantity of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$

5.  $OP_{iuh}$  is the Offer Price of Step i of the Offer Curve of Pool Scheduling Unit u in Trading Period h, as calculated in accordance with Section K.4.1.2
6.  $OP_{kuh}$  is the Offer Price of Step k of the Offer Curve of Pool Scheduling Unit u in Trading Period h, as calculated in accordance with Section K.4.1.2
7.  $OP_{ruh}$  is the Offer Price of Step r of the Offer Curve of Pool Scheduling Unit u in Trading Period h, as calculated in accordance with Section K.4.1.2
8.  $OP_{vuh}$  is the Offer Price of Step v of the Offer Curve of Pool Scheduling Unit u in Trading Period h, as calculated in accordance with Section K.4.1.2
9.  $MQ_{uh}$  is the Metered Quantity of Pool Scheduling Unit u in Trading Period h
10.  $DQ_{uh}$  is the Dispatch Quantity of Pool Scheduling Unit u in Trading Period h
11.  $TOLUD_{uh}$  is the Tolerance for Under Delivery of Pool Scheduling Unit u in Trading Period h
12.  $SMP_h$  is the System Marginal Price in Trading Period h
13. UDF is the Under Delivery Premium Factor defined by the Authority

#### **L.5.4. Uninstructed Imbalance Daily Credit**

- L.5.4.1 The Uninstructed Imbalance Daily Credit ( $UNINSTIMBDC_{bd}$ ) for Production Block b in Trading Day d is calculated as follows:

$$UNINSTIMBDC_{bd} = \sum_{u \text{ in } b} \sum_{h \text{ in } d} UNINSTIMBC_{uh}$$

where

1.  $UNINSTIMBC_{uh}$  is the Uninstructed Imbalance Credit for each Pool Scheduling Unit u in each Trading Period h

#### **L.5.5. Uninstructed Imbalance Daily Debit**

- L.5.5.1 For the purposes of determining the Uninstructed Imbalance Daily Debit ( $UNINSTIMBDD_{bd}$ ), the Outturn Transition Cost ( $OTC_{bd}$ ) of Production Block b in Trading Day d is calculated as follows:

$$OTC_{bd} = \sum_{t \text{ in } b} \left[ TC_{tbd} \times \sum_{h \text{ in } d} OT_{tbh} \right]$$

where

1.  $TC_{tbd}$  is the Transition Cost of Transition  $t$  of Production Block  $b$  in Trading Day  $d$  in accordance with Section K.4.1.4
2.  $OT_{tbh}$  is the Outturn Transition Integer of Transition  $t$  of Production Block  $b$  in Trading Period  $h$ , as determined in accordance with Section F.4.5.2

L.5.5.2 For the purposes of determining the Uninstructed Imbalance Daily Debit ( $UNINSTIMBDD_{bd}$ ), the Outturn No Load Cost ( $ONLC_{uh}$ ) of Pool Scheduling Unit  $u$  in Trading Period  $h$  is calculated as follows:

If  $MQ_{uh} \geq MINOUTPUT_u$  then

$$ONLC_{uh} = NLC_{uh}$$

else if  $MQ_{uh} < MINOUTPUT_u$

$$ONLC_{uh} = 0$$

where

1.  $NLC_{uh}$  is the No Load Cost of Pool Scheduling Unit  $u$  in Trading Period  $h$ , as calculated in accordance with Section K.4.1.3
2.  $MQ_{uh}$  is the Metered Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
3.  $MINOUTPUT_u$  is the Minimum Output of Pool Scheduling Unit  $u$

L.5.5.3 The Uninstructed Imbalance Daily Debit ( $UNINSTIMBDD_{bd}$ ) for Production Block  $b$  in Trading Day  $d$  is calculated as follows:

$$UNINSTIMBDD_{bd} = \sum_{u \text{ in } b} \sum_{h \text{ in } d} UNINSTIMBD_{uh} + \max \left( 0, DSTC_{bd} + \sum_{u \text{ in } b} \sum_{h \text{ in } d} DSNLC_{uh} - OTC_{bd} - \sum_{u \text{ in } b} \sum_{h \text{ in } d} ONLC_{uh} \right)$$

where

1.  $UNINSTIMBD_{uh}$  is the Uninstructed Imbalance Debit to each Pool Scheduling Unit  $u$  in each Trading Period  $h$ , as calculated in accordance with Section L.5.3.1
2.  $OTC_{bd}$  is the Outturn Transition Cost of Production Block  $b$  in Trading Day  $d$ , as calculated in accordance with Section L.5.5.1
3.  $ONLC_{uh}$  is the Outturn No Load Cost of Pool Scheduling Unit  $u$  in Trading Period  $h$  of Trading Day  $d$ , as calculated in accordance with Section L.5.5.2
4.  $DSTC_{bd}$  is the Dispatch Schedule Transition Cost of Production Block  $b$  in Trading Day  $d$ , as calculated in accordance with Section L.4.1.4

5.  $DSNLC_{uh}$  is the Dispatch Schedule No Load Cost of Pool Scheduling Unit  $u$  in Trading Period  $h$ , as calculated in accordance with Section L.4.1.3

## L.6. FUEL PRICE ADJUSTMENT DEBITS

### L.6.1. General

- L.6.1.1 The Market Operator shall calculate the Fuel Price Energy Debit ( $FPED_{uh}$ ) in respect of each Pool Scheduling Unit  $u$  in each Trading Period  $h$  of Trading Day  $d$ , and the Fuel Price Transition Cost Debit ( $FPTCD_{bd}$ ), Fuel Price No Load Cost Debit ( $FPNLCD_{bd}$ ) and Fuel Price Adjustment Debit ( $FPAD_{bd}$ ) in respect of each Production Block  $b$  in Trading Day  $d$ .

### L.6.2. Fuel Price Energy Debit

- L.6.2.1 The Fuel Price Energy Debit ( $FPED_{uh}$ ) in respect of Pool Scheduling Unit  $u$  in Trading Period  $h$  is calculated as follows:

If  $r > 1$  then

$$FPED_{uh} = \left\{ \begin{array}{l} \sum_{i=1}^{r-1} [Q_{iuh} \times (PFE_{iuh} - PFA_{iuh})] \\ + \left( MQ_{uh} - \sum_{i=1}^{r-1} [Q_{iuh}] \right) \times (PFE_{ruh} - PFA_{ruh}) \end{array} \right\}$$

else if  $r = 1$  then

$$FPED_{uh} = MQ_{uh} \times (PFE_{1uh} - PFA_{1uh})$$

else

$$FPED_{uh} = 0$$

where

1.  $r$  is the Step of the Offer Curve of Pool Scheduling Unit  $u$  where the Metered Quantity meets the Offer Curve
2.  $PFE_{iuh}$  is the Price (Fuel Economic) of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$
3.  $PFA_{iuh}$  is the Price (Fuel Actual) of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$
4.  $MQ_{uh}$  is the Metered Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
5.  $Q_{iuh}$  is the Quantity of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$

### L.6.3. Fuel Price Transition Cost Debit

L.6.3.1 The Outturn Transition Cost (Fuel Economic) ( $OTCFE_{bd}$ ) of Production Block b in Trading Day d is calculated as follows:

$$OTCFE_{bd} = \sum_{t \text{ in } b} \left[ TCFE_{tbd} \times \sum_{h \text{ in } d} OT_{tbh} \right]$$

where

1.  $TCFE_{tbd}$  is the Transition Cost (Fuel Economic) of Transition t of Production Block b in Trading Day d
2.  $OT_{tbh}$  is the Outturn Transition Integer of Transition t of Production block b in Trading Period h, as determined in accordance with Section F.4.5.2

L.6.3.2 The Outturn Transition Cost (Fuel Actual) ( $OTCFA_{bd}$ ) of Production Block b in Trading Day d is calculated as follows:

$$OTCFA_{bd} = \sum_{t \text{ in } b} \left[ TCFA_{tbd} \times \sum_{h \text{ in } d} OT_{tbh} \right]$$

where

1.  $TCFA_{tbd}$  is the Transition Cost (Fuel Actual) of Transition t of Production Block b in Trading Day d
2.  $OT_{tbh}$  is the Outturn Transition Integer of Transition t of Production block b in Trading Period h, as determined in accordance with Section F.4.5.2

L.6.3.3 The Market Operator shall calculate the Fuel Price Transition Cost Debit ( $FPTCD_{bd}$ ) in respect of Production Block b in Trading Day d as follows:

$$FPTCD_{bd} = OTCFE_{bd} - OTCFA_{bd}$$

where

1.  $OTCFE_{bd}$  is the Outturn Transition Cost (Fuel Economic) of Production Block b in Trading Day d, as calculated in accordance with Section L.6.3.1
2.  $OTCFA_{bd}$  is the Outturn Transition Cost (Fuel Actual) of Production Block b in Trading Day d, as calculated in accordance with Section L.6.3.2

### L.6.4. Fuel Price No Load Cost Debit

L.6.4.1 The Outturn No Load Cost (Fuel Economic) ( $ONLCFE_{uh}$ ) of Pool Scheduling Unit u in Trading Period h is calculated as follows:

If  $MQ_{uh} \geq \text{MINOUTPUT}_u$  then



$$\text{ONLCFE}_{uh} = \text{NLCFE}_{uh}$$

else if  $\text{MQ}_{uh} < \text{MINOUTPUT}_u$

$$\text{ONLCFE}_{uh} = 0$$

where

1.  $\text{NLCFE}_{uh}$  is the No Load Cost (Fuel Economic) of Pool Scheduling Unit  $u$  in Trading Period  $h$
2.  $\text{MQ}_{uh}$  is the Metered Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
3.  $\text{MINOUTPUT}_u$  is the Minimum Output of Pool Scheduling Unit  $u$

L.6.4.2 The Outturn No Load Cost (Fuel Actual) ( $\text{ONLCFA}_{uh}$ ) of Pool Scheduling Unit  $u$  in Trading Period  $h$  is calculated as follows:

If  $\text{MQ}_{uh} \geq \text{MINOUTPUT}_u$  then

$$\text{ONLCFA}_{uh} = \text{NLCFA}_{uh}$$

else if  $\text{MQ}_{uh} < \text{MINOUTPUT}_u$

$$\text{ONLCFA}_{uh} = 0$$

where

1.  $\text{NLCFA}_{uh}$  is the No Load Cost (Fuel Actual) of Pool Scheduling Unit  $u$  in Trading Period  $h$
2.  $\text{MQ}_{uh}$  is the Metered Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$
3.  $\text{MINOUTPUT}_u$  is the Minimum Output of Pool Scheduling Unit  $u$

L.6.4.3 The Fuel Price No Load Cost Debit ( $\text{FNLCD}_{bd}$ ) in respect of Production Block  $b$  in Trading Day  $d$  is calculated as follows:

$$\text{FNLCD}_{bd} = \sum_{u \text{ in } b} \sum_{h \text{ in } d} \text{ONLCFE}_{uh} - \sum_{u \text{ in } b} \sum_{h \text{ in } d} \text{ONLCFA}_{uh}$$

where

1.  $\text{ONLCFE}_{uh}$  is the Outturn No-Load Cost (Fuel Economic) of Production Unit  $u$  in Trading Period  $h$ , as calculated in accordance with Section L.6.4.1
2.  $\text{ONLCFA}_{uh}$  is the Outturn No-Load Cost (Fuel Actual) of Production Unit  $u$  in Trading Period  $h$ , as calculated in accordance with Section L.6.4.2

### L.6.5. Fuel Price Adjustment Debit

L.6.5.1 The Inferred Fuel Price Adjustment Debit ( $IFPAD_{fd}$ ) in respect of Production Facility  $f$  for Trading Day  $d$  is calculated as follows:

$$IFPAD_{fd} = \left[ \sum_{b \text{ in } f} \sum_{u \text{ in } b} \sum_{h \text{ in } d} FPED_{uh} \right] + \sum_{b \text{ in } f} FPTCD_{bd} + \sum_{b \text{ in } f} FPNLCD_{bd}$$

where

1.  $FPED_{uh}$  is the Fuel Price Energy Debit in respect of Pool Scheduling Unit  $u$  in Trading Period  $h$ , as calculated in accordance with Section L.6.2.1
2.  $FPTCD_{bd}$  is Fuel Price Transition Cost Debit in respect of Production Block  $b$  in Trading Day  $d$ , as calculated in accordance with Section L.6.3.3
3.  $FPNLCD_{bd}$  is Fuel Price No Load Cost Debit in respect of Production Block  $b$  in Trading Day  $d$ , as calculated in accordance with Section L.6.4.3

L.6.5.2 The Fuel Price Adjustment Debit ( $FPAD_{fd}$ ) in respect of Production Facility  $f$  for Trading Day  $d$  is calculated as follows

If it is possible to determine the Fuel Consumption ( $FCON_{afd}$ ) of each Specified Fuel Type  $a$  by Production Facility  $f$  in a Trading Day  $d$ , then

$$FPAD_{fd} = \sum_a \left\{ [\max(0, EFP_{afd} - AFP_{afd})] \times \sum_{b \text{ in } f} FCON_{afd} \right\}$$

else

$$FPAD_{fd} = \max(0, IFPAD_{fd})$$

where

1.  $FCON_{afd}$  is the Fuel Consumption of Specified Fuel Type  $a$  by Production Facility  $f$  in Trading Day  $d$ , as determined in accordance with Section K.2.9.1
2.  $EFP_{afd}$  is the Economic Fuel Price of Specified Fuel Type  $a$  for the relevant Production Facility  $f$  in Trading Day  $d$  as published by the Market Operator in accordance with Section J.3.2
3.  $AFP_{afd}$  is the Actual Fuel Price of Specified Fuel Type  $a$  for the relevant Production Facility  $f$  in Trading Day  $d$
4.  $IFPAD_{fd}$  is the Inferred Fuel Price Adjustment Debit in respect of Production Facility  $f$  in Trading Day  $d$ , as calculated in accordance with Section L.6.5.1

## L.7. TOTAL ENERGY CREDITS

### L.7.1. Production Facility Daily Energy Credit

L.7.1.1 The Production Facility Daily Energy Credit (PFDEC<sub>fd</sub>) for each Production Facility f over Trading Day d is calculated as follows:

$$\text{PFDEC}_{fd} = \max\left(0, \sum_{b \text{ in } f} \left\{ \text{MSDEC}_{bd} + \text{MSMWC}_{bd} - \text{DAD}_{bd} + \text{CONONC}_{bd} \right\} + \text{UNINSTIMBDC}_{bd} - \text{UNINSTIMBDD}_{bd} \right) - \text{FPAD}_{fd}$$

where

1. MSDEC<sub>bd</sub> is the Market Schedule Daily Energy Credit in respect of Production Block b in Trading Day d, as calculated in accordance with Section L.3.2.2
2. MSMWC<sub>bd</sub> is the Market Schedule Make Whole Credit in respect of Production Block b in Trading Day d, as calculated in accordance with Section L.3.3.6
3. DAD<sub>bd</sub> is the Dispatch Adjustment Debit in respect of Production Block b in Trading Day d, as calculated in accordance with Section L.4.2.1
4. CONONC<sub>bd</sub> is the Constrained On Credit in respect of Production Block b in Trading Day d, as calculated in accordance with Section L.4.3.1
5. FPAD<sub>bd</sub> is the Fuel Price Adjustment Debit in respect of Production Block b in Trading Day d, as calculated in accordance with Section L.6.5.2
6. UNINSTIMBDC<sub>bd</sub> is the Uninstructed Imbalance Daily Credit in respect of Production Block b in Trading Day d, as calculated in accordance with Section L.5.4.1
7. UNINSTIMBDD<sub>bd</sub> is the Uninstructed Imbalance Daily Debit in respect of Production Block b in Trading Day d, as calculated in accordance with Section L.5.5.3

## M. SCARCITY PRICING AND CREDITS

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## **M.1. INTRODUCTION TO THIS SECTION**

### ***M.1.1. General***

M.1.1.1 This Section of the Market Rules sets out:

- (a) the Scarcity Pricing inputs;
- (b) the calculation of the Ex-Ante Scarcity Price;
- (c) the calculation of the Ex-Post Scarcity Price;
- (d) the Scarcity Credit inputs; and
- (e) the calculation of Scarcity Credits.

### ***M.1.2. Key functions of Parties in this Section***

M.1.2.1 In this Section:

- (a) the Market Operator:
  - (i) publishes the value of the Reliability Price;
  - (ii) establishes the Scarcity Factor Table Methodology;
  - (iii) publishes the Scarcity Factor Table;
  - (iv) calculates Ex-Ante Scarcity Prices;
  - (v) calculates Ex-Ante Margin;
  - (vi) calculates Ex-Ante Scarcity Factor;
  - (vii) calculates Scarcity Prices;
  - (viii) calculates Ex-Post Margin;
  - (ix) calculates Ex-Post Scarcity Factor;
  - (x) publishes Annual Scarcity Credit Caps;
  - (xi) establishes the Monthly Scarcity Credit Cap Methodology;
  - (xii) publishes Monthly Scarcity Credit Caps;
  - (xiii) calculates Trading Period Scarcity Credits;
  - (xiv) calculates Within-Year Monthly Scarcity Credits; and
  - (xv) calculates End of Year Monthly Scarcity Credits.

### ***M.1.3. Annexes to this Section***

M.1.3.1 This Section refers to no Annexes.

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### **M.1.4. Approved Methodologies and MRPs**

M.1.4.1 This Section refers to the following Approved Methodologies:

- (a) Scarcity Factor Table Methodology; and
- (b) Monthly Scarcity Credit Cap Methodology.

M.1.4.2 This Section refers to no MRPs.

## **M.2. SCARCITY PRICING INPUTS**

### **M.2.1. Reliability Price**

M.2.1.1 The Reliability Price (expressed in Omani Rials per MWh (OMR/MWh)) is the price from time to time determined as such by the Authority, the value of which is considered by the Authority to:

- (a) reflect, given costs of new entry and a desired reliability standard, the price needed to deliver an incremental MWh from a best new entrant in order to achieve the reliability standard; and
- (b) be set at a level which is consistent with the applicable Scarcity Factor Table Methodology (determined in accordance with Section M.2.2.1) and the Annual Scarcity Credit Cap (determined in accordance with Section M.5.4.1).

M.2.1.2 For each Year *y*, the Reliability Price shall be the price most recently determined by the Authority 2 Months prior to the start of the Year (and shall apply to all Trading Periods in the Year).

M.2.1.3 The Market Operator shall publish the value of the Reliability Price determined by the Authority within 2 Business Days of receipt of the Authority's determination or 2 Months prior to the start of the Year, whichever is the earlier. If such value is determined by the Authority after 2 Months prior to the start of the Year, the Market Operator shall publish the value as soon as practicable after the Authority's determination.

### **M.2.2. Scarcity Factor Table**

M.2.2.1 The Market Operator shall establish an Approved Methodology (**Scarcity Factor Table Methodology**) for establishing a Scarcity Factor Table that is consistent with the applicable Reliability Price (determined in accordance with Section M.2.1.1) and the Annual Scarcity Credit Cap (determined in accordance with Section M.5.4.1).

M.2.2.2 The Scarcity Factor Table provides the basis on which values of Derived Scarcity Factor (DSF, a decimal between 0 and 1) can be determined from values of Input Margin (IM, in MWh). **Input Margin** is calculated in the Scarcity Factor Table Methodology and is intended to be a close representation of Ex-Post Margin. The Scarcity Factor Table is a 2-column table that relates Input Margin to Derived Scarcity Factor.

M.2.2.3 Based on the application of the Scarcity Factor Table Methodology, the Market Operator shall by 2 Months before the start of Year *y*, publish the Scarcity Factor Table for application in Year *y*.

M.2.2.4 If the Market Operator does not publish the Scarcity Factor Table for application in Year y in accordance with Section M.2.2.3, then the Scarcity Factor Table for application in Year y-1 shall apply in Year y. until a new Scarcity Factor Table for application in Year y is applied in accordance with Section M.2.2.6.

M.2.2.5 If the sum of the Registered Capacity of all Production Facilities

(a) changes by more than 100 MW (or such other such other materiality threshold as the Authority may from time to time decide and notify to the Market Operator); and,

(b) the change in Registered Capacity was not anticipated by the Market Operator when calculating the most recent Scarcity Factor Table,

then the Market Operator may seek the approval of the Authority to recalculate and publish a revised Scarcity Factor Table for the remainder of the year, in accordance with the Scarcity Factor Table Methodology and based on the new capacity.

M.2.2.6 A Scarcity Factor table for application in Year y that is published during Year y under Section M.2.2.4 or M.2.2.5 shall apply from the beginning of the next month that commences after the day on which that Scarcity Factor Table is published. For the avoidance of doubt, the Market Operator shall not recalculate any Scarcity Prices or any Scarcity Credits for the Trading Days prior to the application of the new Scarcity Factor Table.

### **M.3. EX-ANTE SCARCITY PRICE**

#### **M.3.1. Ex-Ante Scarcity Price**

M.3.1.1 For each Trading Period h, the Market Operator shall calculate the Ex-Ante Scarcity Price ( $EASP_h$ ) as follows:

$$EASP_h = (RP_y - \min(SMP_h, RP_y)) \times EASF_h$$

where

1.  $RP_y$  is the Reliability Price in Year y
2.  $SMP_h$  is the System Marginal Price for Trading Period h from the Ex-Ante Market Schedule Run
3.  $EASF_h$  is the Ex-Ante Scarcity Factor for Trading Period h

#### **M.3.2. Ex-Ante Margin**

M.3.2.1 For each Trading Period h, the Market Operator shall calculate the Ex-Ante Margin (EAM) as follows:

$$EAM_h = EASAC_h - EASCR_h$$

where

1.  $EASAC_h$  is the Ex-Ante System Available Capacity in Trading Period h

2.  $EASCR_h$  is the Ex-Ante System Capacity Requirement in Trading Period h

M.3.2.2 The Ex-Ante Margin shall be mapped to an Input Margin in the Scarcity Factor Table in order to calculate the Ex-Ante Scarcity Factor in accordance with Section M.3.5.1.

M.3.2.3 For each Trading Period h, the Ex-Ante System Available Capacity is calculated as follows:

$$EASAC_h = \sum_u EAA_{uh}$$

where

1.  $EAA_{uh}$  is the Ex-Ante Availability of Pool Scheduling Unit u in Trading Period h calculated in accordance with this Section M.3.3.1

M.3.2.4 For each Trading Period h, the Ex-Ante System Capacity Requirement is calculated as follows:

$$EASCR_h = FPD_h - FEXPORTS_h$$

where

1.  $FPD_h$  is the Forecast Pool Demand for Trading Period h determined pursuant to Section K.2.1.2
2.  $FEXPORTS_h$  are Forecast System Exports for Trading Period h determined pursuant to Section K.2.7.2

### **M.3.3. Ex-Ante Availability**

M.3.3.1 The Ex-Ante Availability ( $EAA_{uh}$ ) of Pool Scheduling Unit u in Trading Period h is calculated as follows:

- (a) if u belongs to  $EACWLAA_{bh}$  then

$$EAA_{uh} = SUA_{uh}$$

- (b) else

$$EAA_{uh} = 0$$

where

1.  $EACWLAA_{bh}$  is the Ex-Ante Configuration With Largest Aggregate Availability
2.  $SUA_{uh}$  is the Submitted Availability of Pool Scheduling Unit u in Trading Period h defined in accordance with Section M.3.4.1

M.3.3.2 Ex-Ante Availability is only used to calculate Ex-Ante System Available Capacity.



### **M.3.4. Submitted Availability**

M.3.4.1 The Submitted Availability ( $SUA_{uh}$ ) of Pool Scheduling Unit  $u$  in Trading  $u$  in Trading Period  $h$  is calculated as follows:

- (a) if  $u$  is a Price Maker or a Hybrid then

$$SUA_{uh} = OFA_{uh}$$

- (b) else if  $u$  is s Price Taker then

$$SUA_{uh} = NQ_{uh}$$

where

1.  $OFA_{uh}$  is the Offered Availability of Pool Scheduling Unit  $u$  in Trading Period  $h$  submitted pursuant to Section J
2.  $NQ_{uh}$  is the Nominated Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$  submitted pursuant to Section J

M.3.4.2 Submitted Availability is only used to determine Ex-Ante Configuration With Largest Aggregate Availability and Ex-Ante Availability.

### **M.3.5. Ex-Ante Scarcity Factor**

M.3.5.1 The Ex-Ante Scarcity Factor ( $EASF_h$ ) in each Trading Period  $h$  shall be calculated by the Market Operator as follows:

$$EASF_h = DSF_{EAM_h}$$

where

1.  $EAM_h$  is the Ex-Ante Margin for Trading Period  $h$
2.  $DSF_{EAM_h}$  is the Derived Scarcity Factor in the Scarcity Factor Table corresponding to the value of Input Margin  $EAM_h$

### **M.3.6. Ex-Ante Configuration With Largest Aggregate Availability**

M.3.6.1 For each Production Block  $b$  and Trading Period  $h$ , the Ex-Ante Configuration With Largest Aggregate Availability ( $EACWLAA_{bh}$ ) is the Configuration which satisfies:

$$\sum_{u \text{ in } EACWLAA_{bh}} SUA_{uh} = \max_{c \text{ in } CONFIGS_b} \left( \sum_{u \text{ in } c} SUA_{uh} \right)$$

where

1.  $CONFIGS_b$  is the set of all Configurations  $c$  associated with Production Block  $b$
2.  $SUA_{uh}$  is the Submitted Availability of Production Unit  $u$  belonging to Configuration  $c$  in Trading Period  $h$  calculated in accordance with Section M.3.4.1

## M.4. EX-POST SCARCITY PRICE

### M.4.1. Scarcity Price

M.4.1.1 For each Trading Period  $h$ , the Scarcity Price ( $SP_h$ ) shall be calculated by the Market Operator as follows:

$$SP_h = (RP_y - \min(SMP_h, RP_y)) \times EPSF_h$$

where

1.  $RP_y$  is the Reliability Price in Year  $y$
2.  $SMP_h$  is the System Marginal Price for Trading Period  $h$
3.  $EPSF_h$  is the Ex-Post Scarcity Factor for Trading Period  $h$

### M.4.2. Ex-Post Margin

M.4.2.1 For each Trading Period  $h$ , the Ex-Post Margin ( $EPM_h$ ) shall be calculated by the Market Operator as follows:

$$EPM_h = EPSAC_h - EPSCR_h$$

where

1.  $EPSAC_h$  is the Ex-Post System Available Capacity in Trading Period  $h$
2.  $EPSCR_h$  is the Ex-Post System Capacity Requirement in Trading Period  $h$

M.4.2.2 The Ex-Post Margin shall be mapped to an Input Margin in the Scarcity Factor Table in order to calculate the Ex-Post Scarcity Factor in accordance with Section M.4.3.1.

M.4.2.3 For each Trading Period  $h$ , Ex-Post System Available Capacity ( $ESAC_h$ ) is calculated as follows:

$$EPSAC_h = \sum_u OA_{uh}$$

where

1.  $OA_{uh}$  is the Outturn Availability of Pool Scheduling Unit  $u$  in Trading Period  $h$  determined in accordance with Section M.5.1.1
2.  $\sum_u$  is a summation over all Pool Scheduling Units  $u$

M.4.2.4 For each Trading Period  $h$ , Ex-Post System Capacity Requirement ( $EPSCR_h$ ) is calculated as follows:

$$EPSCR_h = PD_h - EXPORTS_h$$

where

1.  $PD_h$  is the Pool Demand in Trading Period  $h$  calculated in Section K.2.1.8

2.  $EXPORTS_h$  are System Exports in Trading Period  $h$  calculated in Section K.2.7.5

#### **M.4.3. Ex-Post Scarcity Factor**

M.4.3.1 The Ex-Post Scarcity Factor ( $EPSF_h$ ) in each Trading Period  $h$  shall be calculated by the Market Operator as follows:

$$EPSF_h = DSF_{EPM_h}$$

where

1.  $EPM_h$  is the Ex-Post Margin for Trading Period  $h$
2.  $DSF_{EPM_h}$  is the Derived Scarcity Factor in the Scarcity Factor Table corresponding to the value of Input Margin equal to  $EPM_h$

### **M.5. SCARCITY CREDIT INPUTS**

#### **M.5.1. Outturn Availability**

M.5.1.1 The Outturn Availability of each Pool Scheduling Unit  $u$  in Trading period  $h$  is calculated as follows:

if  $u$  belongs to  $CWLAA_{bh}$  then

$$OA_{uh} = \max(ACA_{uh}, MQ_{uh})$$

else

$$OA_{uh} = 0$$

where

1.  $CWLAA_{bh}$  is the Configuration With Largest Aggregate Availability for Production Block  $b$  in Trading Period  $h$
2.  $ACA_{uh}$  is the Actual Availability of Pool Scheduling Unit  $u$  in Trading Period  $h$
3.  $MQ_{uh}$  is the Metered Quantity of Pool Scheduling Unit  $u$  in Trading Period  $h$

M.5.1.2 Outturn Availability is only used to calculate Ex-Post System Available Capacity.

#### **M.5.2. Eligible Availability**

M.5.2.1 The Eligible Availability of each Pool Scheduling Unit  $u$  in Trading Period  $h$  is calculated as follows:

- (a) If  $u$  is a Production Unit then

if  $u$  is a Certified Production Unit and  $u$  belongs to  $CWLAA_{bh}$  and  $MQ_{uh} \geq DQ_{uh} - TOLUD_{uh}$  for each Production Unit in the Production Block  $b$  containing  $u$  then

$$EA_{uh} = \max(\min(CCA_{uh}, ACA_{uh}), MQ_{uh})$$

else if u is a Certified Production Unit and u does not belong to  $CWLAA_{bh}$  then

$$EA_{uh} = 0$$

else if u is not a Certified Production Unit then

$$EA_{uh} = MQ_{uh}$$

else

$$EA_{uh} = MQ_{uh}$$

where

1.  $CCA_{uh}$  is the Corrected Certified Availability of Production Unit u in Trading Period h
2.  $ACA_{uh}$  is the Actual Availability of Production Unit u in Trading Period h
3.  $MQ_{uh}$  is the Metered Quantity of Production Unit u in Trading Period h
4.  $DQ_{uh}$  is the Dispatch Quantity of Production Unit u in Trading Period h
5.  $TOLUD_{uh}$  is the Tolerance for Under Delivery of Production Unit u in Trading Period h

(b) else if u is a Demand Side Unit then

if u is a Certified Demand Side Unit then

$$EA_{uh} = \max(\min(CCA_{uh}, ACA_{uh}), MQ_{uh})$$

else

$$EA_{uh} = MQ_{uh}$$

where

1.  $CCA_{uh}$  is the Corrected Certified Availability of Demand Side Unit u in Trading Period h
2.  $ACA_{uh}$  is the Actual Availability of Demand Side Unit u in Trading Period h
3.  $MQ_{uh}$  is the Metered Quantity of Demand Side Unit u in Trading Period h

M.5.2.2 Eligible Availability shall be used to calculate Scarcity Credits.

### M.5.3. Configuration With Largest Aggregate Availability

M.5.3.1 For each Production Block  $b$  and Trading Period  $h$ , the Configuration With Largest Aggregate Availability ( $CWLAA_{bh}$ ) is the Configuration which satisfies:

$$\sum_{u \text{ in } CWLAA_{bh}} ACA_{uh} = \max_{c \text{ in } CONFIGS_b} \left( \sum_{u \text{ in } c} ACA_{uh} \right)$$

where

1.  $CONFIGS_b$  is the set of all Configurations  $c$  associated with Production Block  $b$
2.  $ACA_{uh}$  is the Actual Availability of Pool Scheduling Unit  $u$  belonging to Configuration  $c$  in Trading Period  $h$

### M.5.4. Scarcity Credit Caps

M.5.4.1 The Annual Scarcity Credit Cap ( $ASCC_y$ ) for Year  $y$  is an amount (expressed in Omani Rials (OMR)) determined by the Authority, the value of which is considered by the Authority to:

- (a) allow for the remuneration of the total available MWh at system level needed to meet a desired reliability standard such that a Certified best new entrant is expected to be able, over time, to recover sufficient revenue, net of revenue from other sources, to cover costs of delivery of the incremental MWh needed to achieve the reliability standard; and
- (b) be set at a level which is consistent with the applicable Reliability Price (determined in accordance with Section M.2.1.1) and the Scarcity Factor Table Methodology (determined in accordance with Section M.2.2.1).

M.5.4.2 For each Year  $y$ , the Annual Scarcity Credit Cap ( $ASCC_y$ ) shall be the amount most recently determined by the Authority. The Authority shall determine the Annual Scarcity Credit Cap 2 Months prior to the start of the Year, and may update the Annual Scarcity Credit Cap within the Year.

M.5.4.3 The Market Operator shall publish the value of the Annual Scarcity Credit Cap ( $ASCC_y$ ) including any updated Annual Scarcity Credit Cap, within 2 Business Days of receipt of the Authority's determination.

M.5.4.4 The Market Operator shall establish an Approved Methodology (**Monthly Scarcity Credit Cap Methodology**) for determining the Monthly Scarcity Credit Cap ( $MSCC_m$ ) for each Month  $m$  in Year  $y$  (expressed in Omani Rials (OMR)) taking the value of Annual Scarcity Credit Cap ( $ASCC_y$ ) for Year  $y$  established in accordance with Section M.5.4.2 as an input.

M.5.4.5 The Market Operator shall publish the Monthly Scarcity Credit Cap ( $MSCC_m$ ) for each Month  $m$  in Year  $y$  concurrently with publication of the Annual Scarcity Credit Cap ( $ASCC_y$ ) in accordance with Section M.5.4.3, including any updated Monthly Scarcity Credit Caps calculated from an updated Annual Scarcity Credit Cap..

M.5.4.6 Any updated Monthly Scarcity Credit Caps for application in Year y that are published during Year y under Section M.5.4.5 shall be valid for months from the beginning of the next month that commences after the day on which the updated Monthly Scarcity Credit Caps are published. For the avoidance of doubt, the Market Operator shall not recalculate any Scarcity Credits for the Trading Days prior to the application of the updated Monthly Scarcity Credit Caps.

## M.6. SCARCITY CREDITS

### M.6.1. Trading Period Scarcity Credits

M.6.1.1 The Market Operator shall calculate the following:

- (a) Eligible Availability Quantities ( $EAQ_{iuh}$ )
- (b) Scarcity Price Coefficient ( $SPC_{iuh}$ )
- (c) Preliminary Scarcity Credit ( $PSC_{iuh}$ )

M.6.1.2 For each Trading Period h and Pool Scheduling Unit u, Eligible Availability Quantities ( $EAQ_{iuh}$ ) are calculated with reference to the Market Schedule Quantity and Eligible Availability as follows:

**if  $r > 0$  then**

**if  $k < r$  and  $k > 0$  then**

if  $1 \leq i < k$  then

$$EAQ_{(i)uh} = Q_{iuh}$$

else if  $i = k$  then

$$EAQ_{(i)uh} = MSQ_{uh} - \left( \sum_{j=1}^{k-1} Q_{juh} \right)$$

$$EAQ_{(i+1)uh} = \left( \sum_{j=1}^k Q_{juh} \right) - MSQ_{uh}$$

else if  $k < i < r$  then

$$EAQ_{(i+1)uh} = Q_{iuh}$$

else if  $i = r$  then

$$EAQ_{(i+1)uh} = EA_{uh} - \left( \sum_{j=1}^{r-1} Q_{juh} \right)$$

else if  $r < i \leq n$  then

$$EAQ_{(i+1)uh} = 0$$

**else if  $k \geq r$  or  $k = 0$  then**

if  $1 \leq i < r$  then

$$EAQ_{iuh} = Q_{iuh}$$

else if  $i = r$  then

$$EAQ_{iuh} = EA_{uh} - \left( \sum_{j=1}^{r-1} Q_{juh} \right)$$

else if  $r < i \leq n$  then

$$EAQ_{iuh} = 0$$

**else if  $r = 0$  then**

if  $1 \leq i \leq n$  then

$$EAQ_{iuh} = 0$$

where

1.  $n$  is the number of Price-Quantity Pairs submitted by Pool Scheduling Unit  $u$  in Trading Period  $h$
2.  $k$  is the Step of the Offer Curve of Pool Scheduling Unit  $u$  where the Market Schedule Quantity meets the Offer Curve
3.  $r$  is the Step of the Offer Curve of Pool Scheduling Unit  $u$  where the Eligible Availability meets the Offer Curve
4.  $Q_{iuh}$  is the Quantity of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$
5.  $EA_{uh}$  is the Eligible Availability for Pool Scheduling Unit  $u$  in Trading Period  $h$

M.6.1.3 For each Trading Period  $h$  and Pool Scheduling Unit  $u$ , the Scarcity Price Coefficient ( $SPC_{iuh}$ ) corresponding to each Eligible Availability Quantity ( $EAQ_{iuh}$ ) is calculated as follows:

**if  $r > 0$  and  $SP_h > 0$  then**

**if  $k < r$  and  $k > 0$  then**

if  $1 \leq i < k$  then

$$SPC_{(i)uh} = 1$$

if  $i = k$  then

$$SPC_{(i)uh} = 1$$

$$SPC_{(i+1)uh} = \frac{(RP_y - \min(\max(OP_{iuh}, SMP_h), RP_y)) \times EPSF_h}{SP_h}$$

else if  $k < i \leq r$  then

$$SPC_{(i+1)uh} = \frac{(RP_y - \min(\max(OP_{iuh}, SMP_h), RP_y)) \times EPSF_h}{SP_h}$$

else if  $r < i \leq n$  then

$$SPC_{(i+1)uh} = 0$$

**else if  $k \geq r$  then**

if  $1 \leq i \leq r$  then

$$SPC_{iuh} = 1$$

if  $r < i \leq n$  then

$$SPC_{iuh} = 0$$

**else if  $k = 0$  then**

if  $1 \leq i \leq r$  then

$$SPC_{iuh} = \frac{(RP_y - \min(\max(OP_{iuh}, SMP_h), RP_y)) \times EPSF_h}{SP_h}$$

else if  $r < i \leq n$  then

$$SPC_{iuh} = 0$$

**else**

$$SPC_{iuh} = 0 \text{ for all } i$$

where

1.  $n$  is the number of Price-Quantity Pairs submitted by Pool Scheduling Unit  $u$  in Trading Period  $h$
2.  $k$  is the Step of the Offer Curve of Pool Scheduling Unit  $u$  where the Market Schedule Quantity meets the Offer Curve
3.  $r$  is the Step of the Offer Curve of Pool Scheduling Unit  $u$  where the Eligible Availability meets the Offer Curve
4.  $RP_y$  is the Reliability Price in Year  $y$
5.  $OP_{iuh}$  is the Offer Price of Step  $i$  of the Offer Curve of Pool Scheduling Unit  $u$  in Trading Period  $h$
6.  $SMP_h$  is the System Marginal Price in Trading Period  $h$
7.  $EPSF_h$  is the Ex-Post Scarcity Factor for Trading Period  $h$



8.  $SP_h$  is the Scarcity Price in Trading Period h

M.6.1.4 For each Trading Period h and Pool Scheduling Unit u and Eligible Availability Quantity i, the Preliminary Scarcity Credit ( $PSC_{iuh}$ ) is calculated as follows:

$$PSC_{iuh} = SPC_{iuh} \times SP_h \times EAQ_{iuh}$$

where

1.  $SPC_{iuh}$  is the Scarcity Price Coefficient corresponding to Eligible Availability Quantity i for Pool Scheduling Unit u in Trading Period h
2.  $SP_h$  is the Scarcity Price in Trading Period h
3.  $EAQ_{iuh}$  is the  $i^{\text{th}}$  Eligible Availability Quantity for Pool Scheduling Unit u in Trading Period h

### **M.6.2. Within-Year Monthly Scarcity Credits**

M.6.2.1 The Market Operator shall calculate the following:

- (a) Monthly Total Preliminary Scarcity Credit ( $MTPSC_m$ )
- (b) Preliminary Scarcity Scaling Factor ( $PSSF_m$ )
- (c) Adjusted Scarcity Credit ( $ASC_{iuh}$ )
- (d) Monthly Adjusted Scarcity Credit ( $MASC_{um}$ )

M.6.2.2 For each Month m, the Monthly Total Preliminary Scarcity Credit ( $MTPSC_m$ ) is calculated as follows:

$$MTPSC_m = \sum_{h \text{ in } m} \sum_u \sum_{i \text{ in } u} PSC_{iuh}$$

where

1.  $PSC_{iuh}$  is the Preliminary Scarcity Credit for Pool Scheduling Unit u in Trading Period h for Eligible Availability Quantity i
2.  $\sum_{i \text{ in } u}$  is a summation over all Eligible Availability Quantities i for Pool Scheduling Unit u
3.  $\sum_u$  is a summation over all Pool Scheduling Units u
4.  $\sum_{h \text{ in } m}$  is a summation over all Trading Periods h in Month m

M.6.2.3 For each Month m, the Preliminary Scarcity Scaling Factor ( $PSSF_m$ ) is calculated as follows:

if  $MTPSC_m > MSCC_m$  then

$$PSSF_m = \frac{MSCC_m}{MTPSC_m}$$

else

$$PSSF_m = 1$$

where

1.  $MSCC_m$  is the Monthly Scarcity Credit Cap
2.  $MTPSC_m$  is the Monthly Total Preliminary Scarcity Credit

M.6.2.4 For each Trading Period  $h$  and Pool Scheduling Unit  $u$  and Eligible Availability Quantity  $i$ , the Adjusted Scarcity Credit ( $ASC_{iuh}$ ) is calculated as follows:

$$ASC_{iuh} = PSSF_m \times PSC_{iuh}$$

where

1.  $PSSF_m$  is the Preliminary Scarcity Scaling Factor for the relevant Month  $m$
2.  $PSC_{iuh}$  is the Preliminary Scarcity Credit for Pool Scheduling Unit  $u$  in Trading Period  $h$  for Eligible Availability Quantity  $i$

M.6.2.5 For each Month  $m$  and Pool Scheduling Unit  $u$ , the Monthly Adjusted Scarcity Credit ( $MASC_{um}$ ) is calculated as follows:

$$MASC_{um} = \sum_{h \text{ in } m} \sum_{i \text{ in } u} ASC_{iuh}$$

where

1.  $ASC_{iuh}$  is the Adjusted Scarcity Credit for Pool Scheduling Unit  $u$  and Eligible Availability Quantity  $i$  in Trading Period  $h$
2.  $\sum_{i \text{ in } u}$  is a summation over all Eligible Availability Quantities  $i$  for Pool Scheduling Unit  $u$
3.  $\sum_{h \text{ in } m}$  is a summation over all Trading Periods  $h$  in Month  $m$

### **M.6.3. End of Year Monthly Scarcity Credits**

M.6.3.1 The Market Operator shall calculate the following:

- (a) Unrealised Scarcity Value ( $USV_m$ )
- (b) Total Unrealised Scarcity Value ( $TUSV_y$ )
- (c) Realised Unpaid Scarcity Value ( $RUSV_m$ )
- (d) Total Realised Unpaid Scarcity Value ( $TRUSV_y$ )
- (e) Realised Unpaid Scaling Factor ( $RUSF_y$ )
- (f) Additional Scarcity Amount ( $ASA_m$ )
- (g) Final Scarcity Scaling Factor ( $FSSF_m$ )

- (h) Supplemental Scarcity Credit ( $SSC_{iuh}$ )
- (i) Annual Supplemental Scarcity Credit ( $ASSC_{uy}$ )

M.6.3.2 At the end of Year  $y$ , for each Month  $m$ , the Unrealised Scarcity Value ( $USV_m$ ) is calculated as follows:

if  $MTPSC_m \geq MSCC_m$  then

$$USV_m = 0$$

else

$$USV_m = MSCC_m - MTPSC_m$$

where

1.  $MSCC_m$  is the Monthly Scarcity Credit Cap for Month  $m$
2.  $MTPSC_m$  is the Monthly Total Preliminary Scarcity Credit for Month  $m$

M.6.3.3 At the end of Year  $y$ , the Total Unrealised Scarcity Value ( $TUSV_y$ ) is calculated as follows:

$$TUSV_y = \sum_{m \text{ in } y} USV_m$$

where

1.  $USV_m$  is the Unrealised Scarcity Value for Month  $m$
2.  $\sum_{m \text{ in } y}$  is a summation over all Months  $m$  in Year  $y$

M.6.3.4 At the end of Year  $y$ , for each Month  $m$ , the Realised Unpaid Scarcity Value ( $RUSV_m$ ) is calculated as follows:

if  $MTPSC_m \geq MSCC_m$  then

$$RUSV_m = MTPSC_m - MSCC_m$$

else

$$RUSV_m = 0$$

where

1.  $MTPSC_m$  is the Monthly Total Preliminary Scarcity Credit for Month  $m$
2.  $MSCC_m$  is the Monthly Scarcity Credit Cap for Month  $m$

M.6.3.5 At the end of Year  $y$ , the Total Realised Unpaid Scarcity Value ( $TRUSV_y$ ) is calculated as follows:

$$TRUSV_y = \sum_{m \text{ in } y} RUSV_m$$

where

1.  $RUSV_m$  is the Realised Unpaid Scarcity Value for Month  $m$
2.  $\sum_{m \text{ in } y}$  is a summation over all Months  $m$  in Year  $y$

M.6.3.6 At the end of Year  $y$ , the Realised Unpaid Scaling Factor ( $RUSF_y$ ) is calculated as follows:

if  $TUSV_y \geq TRUSV_y$  then

$$RUSF_y = 1$$

else

$$RUSF_y = \frac{TUSV_y}{TRUSV_y}$$

where

1.  $TUSV_y$  is the Total Unrealised Scarcity Value for Year  $y$
2.  $TRUSV_y$  is the Total Realised Unpaid Scarcity Value for Year  $y$

M.6.3.7 At the end of Year  $y$ , for each Month  $m$ , the Additional Scarcity Amount ( $ASA_m$ ) is calculated as follows:

$$ASA_m = RUSF_y \times RUSV_m$$

where

1.  $RUSF_y$  is the Realised Unpaid Scaling Factor
2.  $RUSV_m$  is the Realised Unpaid Scarcity Value for Month  $m$

M.6.3.8 At the end of Year  $y$ , for each Month  $m$ , the Final Scarcity Scaling Factor ( $FSSF_m$ ) is calculated as follows:

if  $MTPSC_m > (MSCC_m + ASA_m)$  then

$$FSSF_m = \frac{(MSCC_m + ASA_m)}{MTPSC_m}$$

else

$$FSSF_m = 1$$

where

1.  $MSCC_m$  is the Monthly Scarcity Credit Cap for Month  $m$
2.  $ASA_m$  is the Additional Scarcity Amount for Month  $m$
3.  $MTPSC_m$  is the Monthly Total Preliminary Scarcity Credit for Month  $m$

M.6.3.9 At the end of Year  $y$ , for each Trading Period  $h$  and Pool Scheduling Unit  $u$  and Eligible Availability Quantity  $i$ , the Supplemental Scarcity Credit ( $SSC_{iuh}$ ) is calculated as follows:

$$SSC_{iuh} = (FSSF_m - PSSF_m) \times PSC_{iuh}$$

where

1.  $FSSF_m$  is the Final Scarcity Scaling Factor for the relevant Month  $m$
2.  $PSSF_m$  is the Preliminary Scarcity Scaling Factor for the relevant Month  $m$
3.  $PSC_{iuh}$  is the Preliminary Scarcity Credit for Pool Scheduling Unit  $u$  in Trading Period  $h$  for Eligible Availability Quantity  $i$

M.6.3.10 At the end of Year  $y$ , for each Pool Scheduling Unit  $u$ , the Annual Supplemental Scarcity Credit ( $ASSC_{uy}$ ) is calculated as follows:

$$ASSC_{uy} = \sum_{h \text{ in } y} \sum_{i \text{ in } u} SSC_{iuh}$$

where

1.  $SSC_{iuh}$  is the Supplemental Scarcity Credit for Eligible Availability Quantity  $i$  for Pool Scheduling Unit  $u$  in Trading Period  $h$
2.  $\sum_{i \text{ in } u}$  is a summation over all Eligible Availability Quantities  $i$  for Pool Scheduling Unit  $u$
3.  $\sum_{h \text{ in } y}$  is a summation over all Trading Periods  $h$  in Year  $y$

## **N. SETTLEMENT STATEMENTS**

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## **N.1. INTRODUCTION TO THIS SECTION**

### ***N.1.1. General***

N.1.1.1 This Section of the Market Rules sets out:

- (a) preparation and issuance of Settlement Statements
- (b) Settlement Statement calculations
- (c) Settlement Statement Data requirements

### ***N.1.2. Key functions of Parties in this Section***

N.1.2.1 In this Section:

- (a) the Market Operator is required to:
  - (i) prepare and issue Settlement Statements; and
  - (ii) perform Settlement Statement Calculations.

### ***N.1.3. Annexes to this Section***

N.1.3.1 This Section refers to no Annexes.

### ***N.1.4. Approved Methodologies and MRPs***

N.1.4.1 This Section refers to no Approved Methodologies.

N.1.4.2 This Section refers to no MRPs.

## **N.2. PREPARATION AND ISSUANCE OF SETTLEMENT STATEMENTS**

### ***N.2.1. Preparation of Settlement Statements***

N.2.1.1 The Market Operator shall prepare, in accordance with the Pool Timetable and the Data requirements set out in Section N.4, the following Settlement Statements in respect of Production Facilities and Demand Side Units:

- (a) Indicative Daily Energy Settlement Statements in respect of Energy Charges for a period of one Trading Day;
- (b) Confirmed Daily Energy Settlement Statements in respect of Energy Charges for a period of one Trading Day;
- (c) Monthly Energy Settlement Statements, in respect of Energy Charges aggregated over a period of one Month;
- (d) Indicative Monthly Scarcity Settlement Statements in respect of Scarcity Charges for a period of one Month; and
- (e) Confirmed Monthly Scarcity Settlement Statements in respect of Scarcity Charges for a period of one Month and, where applicable, one Year.

N.2.1.2 The Settlement Statements set out in Sections N.2.1.1(a), (b), (d) and (e) shall set out the Pool Charges derived from the relevant Settlement Run on which such Settlement Statement is based.

N.2.1.3 Amounts of Pool Charges shown in Settlement Statements shall be stated exclusive of any Taxes, unless expressly provided in the Market Rules.

### **N.2.2. Issuance of Settlement Statements**

N.2.2.1 In accordance with the Pool Timetable, the Market Operator shall issue Settlement Statements to Pool Participants as follows:

- (a) to each Generator in respect of each of its Production Facilities;
- (b) to the Power Procurer in respect of each Production Facility for which it is responsible pursuant to a Generator Participation Derogation; and
- (c) to the Power Procurer in respect of each Demand Side Unit.

N.2.2.2 The Market Operator shall, at the same time as it issues a Settlement Statement to each other Pool Participant under Section N.2.2.1(a), send such Settlement Statement to the Power Procurer.

### **N.2.3. Additional Settlement Statements**

N.2.3.1 Following the performance of an Additional Settlement Run in accordance with and subject to Section I.6.3, the Market Operator shall prepare:

- (a) in the case of an Additional Energy Settlement Run:
  - (i) an Additional Daily Energy Settlement Statement in relation to the affected Trading Day; and
  - (ii) an Additional Monthly Energy Settlement Statement in relation to the Month in which such Trading Day falls;
- (b) in the case of an Additional Scarcity Settlement Run:
  - (i) an Additional Monthly Scarcity Settlement Statement in relation to the affected Month, provided that the Confirmed Monthly Scarcity Settlement Statement for the last Month of the Year has not been issued; or
  - (ii) an Additional Monthly Scarcity Settlement Statement in relation to the affected Month and an Additional Monthly Scarcity Settlement Statement in relation to the final Month of the Year.

N.2.3.2 An Additional Settlement Statement shall set out the revised Pool Charges derived from the relevant Additional Settlement Run on which such Settlement Statement is based.

### **N.2.4. Effect of Settlement Statements**

N.2.4.1 A Settlement Statement is not an invoice and does not operate to make any payment obligation of a Pool Participant due.



N.2.4.2 A Confirmed Settlement Statement is binding on Pool Participants as to the values of the Pool Charges in the Settlement Statement, but without prejudice to the right of a Pool Participant to raise a Settlement Query and to the provisions of the Market Rules for performing Additional Settlement Runs.

### N.3. SETTLEMENT STATEMENT CALCULATIONS

#### N.3.1. Production Facilities

N.3.1.1 For each Production Facility  $f$  and Month  $m$ , the Production Facility Monthly Energy Credit ( $PFMEC_{fm}$ ) is calculated as follows:

$$PFMEC_{fm} = \sum_d PFDEC_{fd}$$

Where:

1.  $PFDEC_{fd}$  is the Production Facility Daily Energy Credit for Production Facility  $f$  in Trading Day  $d$  calculated in accordance with Section L.7.1.1

N.3.1.2 For each Production Facility  $f$  and Month  $m$ , the Production Facility Monthly Scarcity Credit ( $PFMSC_{fm}$ ) is calculated as follows:

$$PFMSC_{fm} = \sum_u MASC_{um}$$

Where:

1.  $MASC_{um}$  is the Monthly Adjusted Scarcity Credit for Production Unit  $u$  in Month  $m$  calculated in accordance with Section M.6.2.5

N.3.1.3 For each Production Facility  $f$ , the Production Facility Annual Supplemental Scarcity Credit ( $PFASSC_{fm}$ ) attributable to the last Month  $m$  of Year  $y$  is calculated as follows:

$$PFASSC_{fm} = \sum_u ASSC_{uy}$$

Where:

1.  $ASSC_{uy}$  is the Annual Supplemental Scarcity Credit for Production Unit  $u$  for Year  $y$  calculated in accordance with Section M.6.3.10

#### N.3.2. Demand Side Units

N.3.2.1 For each Demand Side Unit  $u$  and Month  $m$ , the Demand Side Monthly Energy Credit ( $DSMEC_{um}$ ) is calculated as follows:

$$DSMEC_{um} = \sum_d PFDEC_{fd}$$

Where:

1.  $PFDEC_{fd}$  is the Production Facility Daily Energy Credit for the notional Production Facility  $f$  representing Demand Side Unit  $u$  in Trading Day  $d$  calculated in accordance with Section L.7.1.1

N.3.2.2 For each Demand Side Unit  $u$  and Month  $m$ , Scarcity Credits shall comprise the Monthly Adjusted Scarcity Credit for Demand Side Unit  $u$  calculated in accordance with Section M.6.2.5 and, if applicable, the Annual Supplemental Scarcity Credit for Demand Side Unit  $u$  calculated in accordance with Section M.6.3.10.

#### **N.4. SETTLEMENT STATEMENT DATA REQUIREMENTS**

##### ***N.4.1. Settlement Statement general Data requirements***

N.4.1.1 Each Settlement Statement shall contain:

- (a) Settlement Statement ID;
- (b) Pool Participant ID; and
- (c) Production Facility ID or Demand Side Unit ID as appropriate.

N.4.1.2 Each Settlement Statement shall, subject to the limitations set out in Section L relating to access to Market Scheduling Software, include or have attached sufficient supporting information to enable the Pool Participant to reasonably determine the basis on which the Pool Charges in the Settlement Statement were calculated. This does not require repetition of information provided in another Settlement Statement.

N.4.1.3 The Market Operator may provide such additional supporting information to the Power Procurer for the purpose of the Power Procurer determining amounts to be paid pursuant to Non-Pool-Based Power Contracts.

##### ***N.4.2. Settlement Statement Data requirements for Production Facilities***

N.4.2.1 Each Indicative Daily Energy Settlement Statement and Confirmed Daily Energy Settlement Statement shall contain:

- (a) for the Production Facility:
  - (i) Production Facility Daily Energy Credit;
- (b) for each Production Block:
  - (i) Production Block ID;
  - (ii) Market Schedule Daily Energy Credit;
  - (iii) Market Schedule Make Whole Credit;
  - (iv) Dispatch Adjustment Debit;
  - (v) Constrained On Credit;
  - (vi) Uninstructed Imbalance Daily Credit;
  - (vii) Uninstructed Imbalance Daily Debit;

- (viii) Fuel Price Adjustment Debit;
- (c) for each Production Unit in each Trading Period:
  - (i) Production Unit ID;
  - (ii) parent Production Block Configuration ID;
  - (iii) Metered Quantity;
  - (iv) Dispatch Quantity;
  - (v) Market Schedule Quantity;
  - (vi) Market Schedule Energy Credit;
  - (vii) Uninstructed Imbalance Credit; and
  - (viii) Uninstructed Imbalance Debit.

N.4.2.2 Each Monthly Energy Settlement Statement shall contain:

- (a) for the Production Facility:
  - (i) Production Facility Monthly Energy Credit; and
- (b) the IDs of the Daily Energy Settlement Statements on which it is based.

N.4.2.3 Each Indicative Monthly Scarcity Settlement Statement and Confirmed Monthly Scarcity Settlement Statement shall contain:

- (a) for the Production Facility:
  - (i) Production Facility Monthly Scarcity Credit;
  - (ii) Production Facility Annual Supplemental Scarcity Credit (if applicable);
- (b) for each Production Unit:
  - (i) Monthly Adjusted Scarcity Credit;
  - (ii) Annual Supplemental Scarcity Credit (if applicable);
- (c) for each Production Unit and Eligible Availability Quantity in each Trading Period:
  - (i) Scarcity Price;
  - (ii) Eligible Availability Quantity;
  - (iii) Scarcity Price Coefficient;
  - (iv) Preliminary Scarcity Credit;
  - (v) Preliminary Scarcity Scaling Factor; and
  - (vi) Adjusted Scarcity Credit.

---

**N.4.3. Settlement Statement Data requirements for Demand Side Units**

N.4.3.1 Indicative Daily Energy Settlement Statements and Confirmed Daily Energy Settlement Statements for Demand Side Units shall contain:

- (a) Demand Side Unit ID;
- (b) for the Production Facility representing the Demand Side Unit:
  - (i) Production Facility ID;
  - (ii) Production Facility Daily Energy Credit;
  - (iii) Market Schedule Daily Energy Credit;
  - (iv) Market Schedule Make Whole Credit;
  - (v) Dispatch Adjustment Debit;
  - (vi) Constrained On Credit;
  - (vii) Uninstructed Imbalance Daily Credit;
  - (viii) Uninstructed Imbalance Daily Debit;
  - (ix) Fuel Price Adjustment Debit;
- (c) for the Demand Side Unit in each Trading Period:
  - (i) Demand Side Unit ID;
  - (ii) parent Production Block Configuration ID;
  - (iii) Metered Quantity;
  - (iv) Dispatch Quantity;
  - (v) Market Schedule Quantity;
  - (vi) Market Schedule Energy Credit;
  - (vii) Uninstructed Imbalance Credit;
  - (viii) Uninstructed Imbalance Debit;

N.4.3.2 Monthly Energy Settlement Statements for Demand Side Units shall contain:

- (a) Demand Side Monthly Energy Credit

N.4.3.3 Indicative Monthly Scarcity Settlement Statements and Confirmed Monthly Scarcity Settlement Statements for Demand Side Units shall contain:

- (a) Monthly Adjusted Scarcity Credit;
- (b) Annual Supplemental Scarcity Credit (if applicable);
- (c) for each Eligible Availability Quantity in each Trading Period:

- (i) Scarcity Price;
- (ii) Eligible Availability Quantity;
- (iii) Scarcity Price Coefficient;
- (iv) Preliminary Scarcity Credit;
- (v) Preliminary Scarcity Scaling Factor; and
- (vi) Adjusted Scarcity Credit.

#### **N.4.4. Additional Settlement Statements**

N.4.4.1 An Additional Settlement Statement shall contain, in addition to the applicable items set out above:

- (a) the Settlement Statement ID for the relevant Settlement Statement (the **preceding** Settlement Statement) which is the subject of the Additional Settlement Statement;
- (b) in the case of a Daily Energy Settlement Statement with respect to a Production Facility, the amount by which the Production Facility Daily Energy Credit is revised by comparison with the preceding Settlement Statement;
- (c) in the case of a Daily Energy Settlement Statement with respect to a Demand Side Unit, the amount by which the Production Facility Daily Energy Credit (for the notional Production Facility representing such Demand Side Unit) is revised by comparison with the preceding Settlement Statement;
- (d) in the case of a Monthly Energy Settlement Statement with respect to a Production Facility, the amount by which the Production Facility Monthly Energy Credit is revised by comparison with the preceding Settlement Statement;
- (e) in the case of a Monthly Energy Settlement Statement with respect to a Demand Side Unit, the amount by which the Demand Side Monthly Energy Credit is revised by comparison with the preceding Settlement Statement;
- (f) in the case of a Monthly Scarcity Settlement Statement with respect to a Production Facility, the amount by which the Production Facility Monthly Scarcity Credit and (if applicable) Production Facility Annual Supplemental Scarcity Credit is revised by comparison with the preceding Settlement Statement;
- (g) in the case of a Monthly Scarcity Settlement Statement with respect to a Demand Side Unit, the amount by which the Monthly Adjusted Scarcity Credit and (if applicable) Annual Supplemental Scarcity Credit is revised by comparison with the preceding Settlement Statement;

and in each case:

- (h) whether the amount of such revision is a Credit or a Debit;

- (i) an amount of interest in respect of the amount of such revision calculated at the Interest Rate from the date of issue of the preceding Settlement Statement to the date of issue of the Additional Settlement Statement; and
- (j) the sum of the amount of such revision and such amount of interest (the **Adjustment Charge**).

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## **O. INVOICING AND PAYMENT OF POOL CHARGES**

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## **O.1. INTRODUCTION TO THIS SECTION**

### ***O.1.1. General***

O.1.1.1 This Section of the Market Rules sets out:

- (a) requirements for Generators and the Power Procurer to establish and maintain Pool Bank Accounts;
- (b) arrangements for the invoicing by the Market Operator and payment and receipt by Pool Participants of Pool Charges;
- (c) provisions concerning late payment of Pool Charges; and
- (d) provisions relating to taxation obligations.

### ***O.1.2. Key functions of Parties in this Section***

O.1.2.1 In this Section:

- (a) the Market Operator is required to:
  - (i) prepare and issue Pool Invoices;
  - (ii) prepare and issue Adjustment Invoices;
- (b) Pool Participants are:
  - (i) liable to pay Pool Charges; and
  - (ii) entitled to receive Pool Charges.

### ***O.1.3. Annexes to this Section***

O.1.3.1 This Section refers to the following Annex:

- (a) Annex O-1: Pool Invoice format.

### ***O.1.4. Approved Methodologies and MRPs***

O.1.4.1 This Section refers to no Approved Methodologies or MRPs.

## **O.2. GENERAL**

### ***O.2.1. Payment obligations***

O.2.1.1 Each Pool Participant shall be liable to pay and entitled to receive Pool Charges determined (as payable by or to such Pool Participant) in accordance with the Market Rules in respect of each Uncontracted Production Facility and each Pool-Based Contracted Production Facility.

O.2.1.2 Pool Charges in respect of a Production Facility which are payable:

- (a) to the Generator, are payable by the Power Procurer;
- (b) by the Pool Participant, are payable to the Power Procurer.



- 
- O.2.1.3 Payment obligations do not arise under the Market Rules between Pool Participants, and nothing in this Section O applies, in respect of Pool Charges determined in respect of Non-Pool-Based Contracted Production Facilities (and it is acknowledged that payment obligations between the Power Procurer and the Generator in respect of such a Production Facility arise, if at all, only under the relevant Power Contract).
- O.2.1.4 Payment obligations do not arise under the Market Rules between Pool Participants in respect of Pool Charges determined in respect of Demand Side Units.
- O.2.1.5 No amounts are payable under the Market Rules by or to the Transmission Company and nothing in this Section O applies in relation to the Transmission Company.
- O.2.1.6 In accordance with Section C.3.3, Market Operator Costs are for the account of the Power Procurer and nothing in this Section O applies in respect of Market Operator Costs.
- O.2.1.7 No Generator shall have any rights or obligations in respect of Pool Charges which are neither Pool Charges which it is liable to pay nor Pool Charges it is entitled to receive.
- O.2.1.8 Where during a Year a Generator Withdraws or is Terminated from the Market Rules, the Generator shall have no entitlement in respect of Annual Supplemental Scarcity Credits payable in respect of that Year, including any Month in the Year prior to such Withdrawal or Termination. This does not give rise to additional entitlements of other Pool Participants.

#### **O.2.2. Pool Bank Accounts – Generator**

- O.2.2.1 Each Generator shall establish an account with an Eligible Bank to which payments to the Generator by the Power Procurer in respect of Pool Charges are to be made.
- O.2.2.2 A Generator may not have more than one Pool Bank Account in respect of a Production Facility.
- O.2.2.3 Each Generator shall, not less than one Month before starting to Trade Output of any Production Facility, notify the following details of its Pool Bank Account to the Market Operator and the Power Procurer:
- (a) name of bank;
  - (b) name of branch;
  - (c) name of account holder; and
  - (d) account number.
- O.2.2.4 Each Generator may by no less than one Month's notice to the Market Operator and the Power Procurer notify a replacement Pool Bank Account.

---

**O.2.3. Pool Bank Accounts – Power Procurer**

- O.2.3.1 The Power Procurer shall establish one or more accounts with one or more Eligible Banks to which payments to the Power Procurer by Generators in respect of Pool Charges are to be made.
- O.2.3.2 The Power Procurer may not have more than one Pool Bank Account for the purposes of payments by a particular Generator in respect of a Production Facility (and may use the same Pool Bank Account for the purposes of payments by any or all Generators).
- O.2.3.3 The Power Procurer shall notify the following details of its Pool Bank Account to the Market Operator and (within 10 Business Days after the Effective Date of the Generator's accession) each Generator which is to make payments to such Pool Bank Account in respect of a Production Facility:
- (a) name of bank;
  - (b) name of branch;
  - (c) name of account holder; and
  - (d) account number.
- O.2.3.4 The Power Procurer may by no less than one Month's notice to the Market Operator and the relevant Generator(s) notify a replacement Pool Bank Account.

**O.2.4. Invoicing and payment timeline**

- O.2.4.1 For the purposes of this Section O a **Payment Settlement Statement** in relation to a Month is:
- (a) in relation to Energy Charges, the Monthly Energy Settlement Statement;
  - (b) in relation to Scarcity Charges, the Confirmed Monthly Scarcity Settlement Statement; or
  - (c) for the purposes of an Adjustment Invoice in accordance with Section O.3.4, an Additional Settlement Statement.
- O.2.4.2 In relation to each Month:
- (a) the date by which Monthly Energy Settlement Statements and Confirmed Monthly Scarcity Settlement Statements and associated Pool Invoices are to be issued as determined in accordance with the Pool Timetable; and
  - (b) the **Due Date** in respect of payments of such Pool Invoices is the Business Day which is 25 days after the date on which the Pool Invoice is issued.
- O.2.4.3 For the avoidance of doubt the obligations of Pool Participants to make payment in respect of Pool Charges are not affected by any failure or delay by the Market Operator in issuing Confirmed Settlement Statements

or Pool Invoices; but the Due Date for such payment will be determined in accordance with Section O.2.4.2(b) by reference to the date when a Pool Invoice is issued.

### **O.3. INVOICING**

#### **O.3.1. Invoicing based on Payment Settlement Statement**

- O.3.1.1 The amounts payable by Pool Participants in respect of Pool Charges in a Month shall be the amounts shown in the relevant Payment Settlement Statement, without prejudice to the outcome of any Settlement Query or Settlement Dispute or other Dispute.
- O.3.1.2 A Pool Participant shall be obliged to make payment in full in respect of the amount in respect of Pool Charges shown in a Payment Settlement Statement notwithstanding any outstanding Settlement Query or any Settlement Dispute or other Dispute (but without prejudice to the payment of an Adjustment Invoice in accordance with Section O.3.4).
- O.3.1.3 A Pool Participant may not dispute or challenge a Payment Settlement Statement or Pool Invoice other than by way of Settlement Query or Settlement Dispute (or other Dispute raised in accordance with Section P).

#### **O.3.2. Pool Invoice Amount**

- O.3.2.1 For each Production Facility, in respect of each Month, a single amount (the **Pool Invoice Amount**) shall be payable by the Power Procurer or the Generator (as the case may be) calculated as the aggregate or net aggregate of:
- (a) the Production Facility Monthly Energy Credit;
  - (b) the Production Facility Monthly Scarcity Credit; and
  - (c) where applicable, the Production Facility Annual Supplemental Scarcity Credit.

each as shown in the relevant Payment Settlement Statement.

#### **O.3.3. Submission of Pool Invoices**

- O.3.3.1 For each Month, and for each Production Facility, the Generator shall prepare and issue in accordance with the Pool Timetable, a Pool Invoice in the form in Annex O-1 setting out:
- (a) the Pool Invoice ID;
  - (b) the date of issue of the Pool Invoice;
  - (c) the Settlement Statement ID for each of the Payment Settlement Statements;
  - (d) the Month;
  - (e) the Production Facility;

- (f) the Pool Participant which is Invoice Payor;
- (g) the Pool Participant which is Invoice Payee;
- (h) the Pool Invoice Amount;
- (i) where applicable, taxation including Value Added Tax (VAT) in respect of the sale or supply for which the Pool Invoice Amount is payable and for which the Invoice Payee is required to account by Applicable Law; and
- (j) the Due Date determined in accordance with Section O.2.4.2(b).

O.3.3.2 The Pool Invoice is issued on behalf of the Invoice Payee and each Pool Participant irrevocably authorises the Market Operator to issue Pool Invoices on its behalf.

O.3.3.3 The Pool Invoice shall be issued to the Invoice Payor and a copy of the Pool Invoice shall be issued to the Invoice Payee.

O.3.3.4 Each Pool Invoice shall be issued both as a paper version and by electronic means (as provided in Section H.5.1).

#### **O.3.4. Adjustment Invoices**

O.3.4.1 Where (upon the resolution of a Settlement Query or Settlement Dispute or otherwise) the Market Operator issues an Additional Settlement Statement in accordance with Section N.4.4, the Market Operator shall (at the same time) prepare and issue an adjustment Pool Invoice (**Adjustment Invoice**).

O.3.4.2 The Adjustment Invoice shall set out:

- (a) the information required in Section O.3.3.1 (except to the extent duplicating information required below in this Section O.3.4.2);
- (b) the Pool Invoice ID of the Pool Invoice containing the Pool Charges which were the subject of the Additional Settlement Run;
- (c) the amount of the Adjustment Charge in accordance with Section N.4.4.1(j) (which is the Pool Invoice Amount);
- (d) the Pool Participant which is obliged to pay the Adjustment Charge; and
- (e) the Pool Participant which is entitled to receive the Adjustment Charge.

O.3.4.3 An Adjustment Invoice is a Pool Invoice for the purposes of this Section O.

O.3.4.4 No adjustment in respect of any Pool Invoice or any amount in a Pool Invoice shall be made other than in accordance with an Additional Settlement Statement in accordance with Section N.4.4, save where:

- (a) a Pool Invoice does not accurately reflect the Payment Settlement Statement on which it is based; or

- (b) it is necessary to amend a Pool Invoice in order to give effect to an arbitral award made in accordance with Section P.3.1.5.

## **O.4. PAYMENT**

### **O.4.1. Payment**

- O.4.1.1 In respect of each Pool Invoice, the Invoice Payor shall make payment in full of the Pool Invoice Amount to the Invoice Payee on or before the Due Date.
- O.4.1.2 Payment shall be made in OMR to the Invoice Payee's Pool Bank Account by bank transfer for value on or before the Due Date and without withholding, deduction or set off unless required by Applicable Law, subject to Section O.4.4.
- O.4.1.3 The Market Operator has no responsibility for monitoring (and no ability to monitor) whether and when payment of Pool Invoices is made.

### **O.4.2. Late payment**

- O.4.2.1 Subject to Article (80) of the Law of Commerce, if any amount payable under a Pool Invoice is not paid by the Due Date, interest shall accrue and shall be payable by the Invoice Payor on the amount unpaid at an annual rate which is equal to the higher of:

- (a) six per cent (6%); or
- (b) the Interest Rate plus one and a half per cent (1.5%) per annum, from the day following the Due Date until the date of payment.

- O.4.2.2 The Invoice Payee has the right and responsibility to calculate, invoice and collect interest payable under this Section O.4.1.3; and the Market Operator has no responsibility for such calculation, invoicing and collection.

### **O.4.3. Enforcement of payment**

- O.4.3.1 Where any amount payable by a Pool Participant in respect of Pool Charges is not paid by the Due Date:
- (a) the Invoice Payee shall so inform the Market Operator (for the purposes of Section Q.16.2.1(d), where applicable);
- (b) the Invoice Payee shall be entitled to seek any remedy available to it under Applicable Law to enforce such payment or otherwise recover such amount; and
- (c) the Market Operator has no responsibility to take any steps for such enforcement or recovery (but without prejudice to the provisions of Section Q.16 in respect of Default).

---

**O.4.4. Netting**

- O.4.4.1 If a Pool Invoice Amount is payable by one Pool Participant (A) to another Pool Participant (B) , and such amount or any part thereof has not been paid by the Due Date, Pool Participant B may net such unpaid amount from the amount payable by it to Pool Participant A under any subsequent Pool Invoice.
- O.4.4.2 Where the Market Operator issues an Adjustment Invoice before the relevant Invoice Payor has paid the amounts due under the Pool Invoice to which such Adjustment Invoice relates, the Invoice Payor may calculate and pay the net amount payable.
- O.4.4.3 A Pool Participant may calculate and pay a net amount in respect of amounts payable (in relation to a Production Facility) under a Pool-Based Power Contract and in respect of Pool Charges where the Pool-Based Power Contract so provides and not otherwise.

**O.5. TAXATION OBLIGATIONS****O.5.1. Parties' responsibility for taxation matters**

- O.5.1.1 Each Party shall be responsible for reporting, filing and payment of any Taxes imposed directly or indirectly as a result of receiving a payment in accordance with a Pool Invoice.
- O.5.1.2 Each Party shall pay all Taxes properly and lawfully assessed or imposed by any Competent Authority having authority in connection with receipt of a payment in accordance with a Pool Invoice.

**O.5.2. Anticipated tax change**

- O.5.2.1 It is acknowledged that, at the date on which the Framework Agreement is originally entered into:
- (a) there is no applicable taxation in Oman of the kind referred to in Section O.3.3.1(i); but
  - (b) it is anticipated such taxation may be introduced by a change in the Applicable Law.
- O.5.2.2 If such taxation is or will be introduced in Oman, the Market Operator will:
- (a) review (in consultation with Pool Participants) whether this Section O makes appropriate and sufficient provision for the calculation, invoicing and payment of such taxation in respect of Pool Charges, and
  - (b) if necessary, propose an appropriate Modification to make such provision.

**AS PART OF ANNEX O**

**ANNEX CONTENTS**

**ANNEX O-1 – POOL INVOICE FORMAT**

**1**

## ANNEX O-1 – POOL INVOICE FORMAT

### MONTHLY INVOICE

**Invoice Date:** [DD MMM YYYY]

**Invoice Reference:** [ ]

**Settlement Statement Reference(s):** [ ]

**The Chief Executive Officer  
Oman Power & Water Procurement Company  
SAOC  
P. O. Box 1388, PC 112, Ruwi  
Sultanate of Oman**

**Subject: [Generation company name], [Facility name and ID]  
Monthly Invoice for [MMM YYYY]**

(In accordance with Market Rules  
Section O.3)

Description	Amount (R.O.)
(1) Production Facility Monthly Energy Credit	
(2) Production Facility Monthly Scarcity Credit	
(3) Production Facility Annual Supplemental Scarcity Credit	
<b>Total</b>	<b>0.000</b>
Adjustment of Previous Invoices (Details Attached)	0.000
<b>Net Amount Payable</b>	<b>0.000</b>

Amount in Words: [ ]

Attachments: Settlement Statements



This invoice falls due for payment in twenty five (25) Days from the Day following the date of invoice in accordance with Market Rules Section O.2.4.2(b)

Please remit the above-mentioned amount to the account of

Generation company name supplied under O.2.2.3(c)

Bank name supplied under O.2.2.3(a)

Bank Branch name supplied under O.2.2.3(b)

Account No: Supplied under O.2.2.3(d)

---

**[ Name ]**  
**Chief Executive Officer**

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**[ Name ]**  
**Chief Financial Officer**

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## **P. DISPUTE RESOLUTION**

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## **P.1. INTRODUCTION TO THIS SECTION**

### ***P.1.1. General***

P.1.1.1 This Section of the Market Rules sets out:

- (a) arrangements for the notification and resolution of Disputes by means of Expert determination and/or arbitration and rules about the scope of the application of this Section;
- (b) the role of the Dispute Review Committee in relation to the resolution of certain types of Disputes; and
- (c) special arrangements, including the Dispute Review Procedure, for the resolution of Settlement Queries and Settlement Disputes that apply before references to Expert determination or arbitration may be made.

### ***P.1.2. Key functions of Parties in this Section***

P.1.2.1 In this Section:

- (a) Disputing Parties notify Disputes;
- (b) Disputing Parties follow the special rules that apply to the raising of Settlement Queries and Settlement Disputes pursuant to which the Market Operator establishes a Dispute Review Committee as a sub-committee of the Market Advisory Committee;
- (c) the Dispute Review Committee reviews Settlement Disputes and provides its opinion as to their resolution; and
- (d) Disputing Parties may refer certain types of Dispute to Expert determination, subject to subsequent arbitration. They may refer other types of Dispute directly to arbitration.

### ***P.1.3. Annexes to this Section***

P.1.3.1 This Section refers to the following Annexes:

- (a) Annex P-1: Notice of arbitration;
- (b) Annex P-2: Expert Determination Notice;
- (c) Annex P-3: Settlement Query; and
- (d) Annex P-4: Notice of Settlement Dispute.

### ***P.1.4. Approved Methodologies and MRPs***

P.1.4.1 This Section refers to no Approved Methodologies.

P.1.4.2 This Section refers to no MRPs.

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## **P.2. DISPUTES – BASIC RULES**

### ***P.2.1. General***

P.2.1.1 Subject to Section P.2.1.2, where a Dispute arises, any Disputing Party shall be entitled to require that such matter be referred to arbitration for resolution in accordance with Section P.4.

P.2.1.2 Notwithstanding Section P.2.1.1:

- (a) where the Dispute is a Settlement Dispute, the Dispute may not be referred to Expert determination or arbitration until the Settlement Dispute has been addressed through the Dispute Review Procedure under Section P.5;
- (b) where the Dispute is not a Settlement Dispute, the Disputing Parties shall use reasonable endeavours to resolve the Dispute and the Dispute shall not be referred to arbitration or Expert determination unless the Disputing Parties have been unable to resolve the Dispute within twenty-one (21) Business Days of receipt of Notice of such Dispute;
- (c) all Disputes arising in respect of the existence or validity of a contract constituted by the Framework Agreement and/or Market Rules Document shall be referred to the Courts for resolution; and
- (d) the following Disputes shall, before any reference to arbitration, be referred to an Expert for resolution in accordance with Section P.3:
  - (i) Settlement Disputes;
  - (ii) Disputes in respect of a Generator's compliance with the Pool Metering Requirements;
  - (iii) Disputes in respect of a Party's compliance with the obligations relating to Party IT Systems in Section H.3.2; and
  - (iv) any other Dispute, where the Market Rules expressly provide or where the Disputing Parties agree for such Dispute to be resolved through Expert determination.

P.2.1.3 In relation to any particular Dispute, if any question arises as to:

- (a) whether the Dispute is a Settlement Dispute; or
- (b) whether the Dispute is of the type required by Section P.2.1.2(d) to be referred to an Expert for resolution; or
- (c) what dispute resolution process shall be followed in relation to the Dispute

the Market Operator shall refer the question to the Authority for determination in accordance with Section C.7.2.

P.2.1.4 Nothing in this Section P prevents a Party from seeking any remedy available under Applicable Law for an injunction or specific performance,

or to enforce payment of a debt; or requires such Party to follow any procedure in this Section P before doing so.

### **P.2.2. Scope**

P.2.2.1 The Dispute resolution rules set out in this Section P do not apply to or otherwise affect:

- (a) any rights of enforcement under the Sector Law or any Licence; or
- (b) any decision that falls to be made by the Authority in accordance with the Sector Law or any Licence;

and nothing in these Market Rules or arising from any Expert determination or arbitral award or decision shall have the effect of constraining or limiting the exercise by the Authority of any discretion or the making by it of any decision under the Sector Law or any Licence.

P.2.2.2 Where these Market Rules provide for a decision to be made by the Authority, including as referred to in Section C or the approval or refusal to approve any Modification, no such decision shall be capable of being challenged or disputed under this Section P or otherwise under these Market Rules (and no such challenge or dispute shall be a Dispute).

P.2.2.3 Any disputes that arise under any contract other than the Framework Agreement or Market Rules between any two or more Parties are to be resolved under that contract, and are not Disputes and shall not be governed by the procedures set out in this Section P of the Market Rules.

P.2.2.4 Where the subject matter of a Dispute is the same (in whole or material part) as the subject matter of a dispute (**contract dispute**) under a Power Contract, and the Disputing Parties are the parties to such Power Contract, then (subject to any express provisions of a Power Contract) any Disputing Party may require that the Dispute and the contract dispute are consolidated in accordance with Section P.2.4.4.

P.2.2.5 A dispute as to a Party's compliance with any provision of the Grid Code (including without limitation the Metering and Data Exchange Code) with which a Party is required by the Market Rules to comply for the purposes of Settlement may be raised and resolved as a Dispute under the Market Rules. Where the same matter is also the subject of a dispute under a contract between any of the Disputing Parties and the Transmission Company or the Power Procurer, any Disputing Party may require that the Dispute and the contract dispute are consolidated in accordance with Section P.2.4.4.

### **P.2.3. Settlement Errors and Disputes relating to Settlement**

P.2.3.1 Subject to Section P.2.3.2, a **Settlement Error** is an error (including an omission) in:

- (a) the data or processes used for the purposes of Settlement, or
- (b) the application of the provisions of the Market Rules for Settlement,

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as a result of which the data produced in Settlement are different from the data which would have been produced if the Market Rules had been applied correctly, and which affects the calculation of Pool Charges.

P.2.3.2 The following matters may not be the subject of a Dispute, and no Party may seek to raise a Dispute in respect of any of those matters; and accordingly such matters are not included in the processes and provisions referred to in Sections P.2.3.1(a) and (b) and cannot be the subject of a Settlement Error:

- (a) a question which (pursuant to the Market Rules) is to be decided by the Authority under Section C.7.2;
- (b) the creation of Offer Data;
- (c) the Dispatch decisions or load shedding decisions of the Transmission Company;
- (d) the creation or amendment of any methodology, rules or other document by reference to which the Market Rules operate, including Approved Methodologies, Market Rules Procedures and Offer Derivation from Contract Terms Approaches;
- (e) the functionality or functioning of the Market Scheduling Software and any decisions made by the Market Operator in connection with a Market Schedule Run;
- (f) a decision of the Market Operator to apply the Administered Pricing Methodology in respect of a Trading Day;
- (g) the terms or performance of a Power Contract.

P.2.3.3 For avoidance of doubt Actual Availability is not Offer Data, and Section P.2.3.2(b) does not preclude a Dispute in relation to a Generator's submission of Actual Availability (which may be the subject of a Settlement Error).

P.2.3.4 Section P.2.3.2(d) does not preclude a Dispute in relation to the application or use of any methodologies, rules or documents (and an error in such application or use may be a Settlement Error).

P.2.3.5 References to a Settlement Error include (prior to the time at which it is determined whether such an error occurred) an error which a Party considers has occurred.

#### **P.2.4. Further provisions**

P.2.4.1 Without prejudice to any enforcement by it of the Sector Law or any Licence, and without prejudice to the powers of the Authority to decide any question pursuant to Section C.7.2, nothing in the Market Rules shall confer on the Authority any power to:

- (a) determine any Dispute;
- (b) overrule decisions of any Expert or arbitrator made in respect of a Dispute arising in accordance with the Market Rules; or

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- (c) require Parties to resolve any Disputes generally or in any particular manner.
- P.2.4.2 The obligations of the Parties under the Market Rules shall not be affected by reason of the existence of a Dispute, until and unless so determined:
- (a) in accordance with the procedures set out in this Section P; or
- (b) by an order of the Court.
- P.2.4.3 A Settlement Error, whether giving rise to a Settlement Query or Settlement Dispute or otherwise, does not constitute a breach by the Market Operator of the Market Rules. The remedy for such an error is correction for the purposes of Settlement in accordance with and subject to this Section P.
- P.2.4.4 If a Dispute arises under the Market Rules which appears to raise common issues of law or fact with another Dispute under the Market Rules, then the Parties agree that the Disputes may be consolidated with the arbitration panel or Expert first appointed being appointed as the arbitration panel or Expert for the consolidated Disputes. The Market Operator may also choose to consolidate any Settlement Query or Settlement Dispute which appears to raise common issues with another Settlement Query or Settlement Dispute.
- P.2.4.5 Nothing in this Section P prevents any Party making a complaint to the Authority in respect of any alleged contravention of the Sector Law or any Licence.
- P.2.4.6 Without prejudice to Section P.2.4.5, the provisions of the Market Rules provide the sole and exclusive recourse of each Party in respect of any Dispute.
- P.2.4.7 The Market Operator shall be treated as an observing party in each Dispute which is referred to arbitration or Expert determination, for the purpose of enabling the Market Operator to participate fully in and receive all papers, Notices, information and determinations relating to such proceedings; but (except where the Market Operator has raised the Dispute or the Dispute concerns the actions of the Market Operator, and except at the invitation of another Disputing Party) the Market Operator does not participate in the selection of an Expert or arbitrators.
- P.2.4.8 If an arbitral award or determination of an Expert requires an adjustment in respect of Settlement, the Market Operator shall (to the extent required by such award or determination) perform such Additional Settlement Runs as may be necessary to give effect to such award or determination, but always subject to Section I.6.3.

### **P.3. EXPERT DETERMINATION**

- P.3.1.1 Subject to Section P.5, where these Market Rules provide for Expert determination in relation to any matter in respect of which there is a Dispute, no Disputing Party shall be entitled (without the consent of each other Disputing Party) to refer such Dispute to arbitration unless such

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Dispute has first been referred for Expert determination and determined by an Expert.

P.3.1.2 The procedure for the appointment of an Expert shall be as follows:

- (a) a Party wishing to appoint or to refer a matter to an Expert shall serve a written Notice in the form set out at Annex P-2 to that effect on the Other Party or Parties with whom it has a Dispute or Disputes (such written Notice to be copied to the Market Operator) and, in such written Notice, shall give details of the reason for the appointment of, and the matter to be referred to, the Expert;
- (b) the Disputing Parties shall meet and endeavour to agree upon the appointment of an Expert;
- (c) if the Disputing Parties fail to appoint an Expert within fifteen (15) Business Days of such written Notice being served in accordance with Section P.3.1.2(a), the matter shall forthwith be referred by the Disputing Party wishing the appointment to be made to the Appointor who shall be requested to make the appointment of the Expert (the appointment of such Expert to be based on the Appointor's sole assessment of the type of Dispute to be resolved, the issues in contention between the Parties and the subject matter of the Dispute) within thirty (30) days and, in so doing, the Appointor may take such independent advice as it thinks fit;
- (d) upon a person being appointed as Expert under the foregoing provisions, the Disputing Parties shall notify such person of his selection as Expert forthwith and shall request them to confirm within ten (10) Business Days whether or not they are willing and able to accept the appointment;
- (e) if such person is either unwilling or unable to accept such appointment, or has not confirmed the acceptance of such appointment within ten (10) Business Days in accordance with Section P.3.1.2(d), then (unless the Disputing Parties are able to agree upon the appointment of another Expert) the matter shall be referred (by any of the Disputing Parties) to the Appointor in accordance with Section P.3.1.2(c) who shall be requested to make an appointment or (as the case may be) a further appointment and the process shall be repeated until an Expert accepts its appointment; and
- (f) if there is any disagreement between the Disputing Parties as to the amount of remuneration to be offered to the Expert, then such amount shall be determined by the Appointor whose decision shall be final and binding on the Disputing Parties.

P.3.1.3 A person shall not be appointed as the Expert:

- (a) unless they have the relevant education, qualifications, experience and training to determine the Dispute; or
- (b) if they have an interest or duty which would materially conflict with their role as Expert (including being a director, officer, employee or consultant to a Party or to any affiliate of a Party).



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P.3.1.4 The following procedures shall apply where an Expert's determination is sought:

- (a) each Disputing Party shall supply to the Expert such data, information and submissions as the Expert may request and shall do so within thirty (30) Business Days of the Expert accepting their appointment or such later date as may be requested by the Expert in accordance with Section P.3.1.4(c);
- (b) the Expert shall (subject to Section P.3.1.4(d) below) make their decision as soon as reasonably practicable after the later of receiving the data, information and submissions supplied by the Disputing Parties and the expiry of the thirty (30) Business Days or such later date referred to in Section P.3.1.4(a);
- (c) the Expert shall ignore any data, information or submissions supplied after the thirty (30) Business Days period referred to in Section P.3.1.4(b) above unless such data, information or submissions have been supplied in response to a specific request from the Expert;
- (d) the Expert shall be entitled to obtain such independent professional and/or technical advice as they may reasonably require and to obtain any reasonably necessary secretarial assistance; and
- (e) the Expert shall give full written reasons for their decision.

P.3.1.5 An Expert's decision rendered in accordance with this Section P.3 shall:

- (a) be final and binding on the Disputing Parties save:
  - (i) in the case of manifest error or fraud; and/or
  - (ii) where a Disputing Party serves a written Notice in the form set out in Annex P-1 on the other Disputing Party or Disputing Parties within twenty-one (21) Business Days of the Expert's decision having been notified to it, stating its intention to refer the matter in Dispute to arbitration, provided that the notifying Party commences the procedure to refer the Dispute to arbitration within a further thirty (30) day period of serving such written Notice;
- (b) where Section P.3.1.5(a)(i) applies, save where the Disputing Parties agree otherwise, it shall have effect for the purposes of these Market Rules pending the resolution of the arbitration.

P.3.1.6 All communications between the Disputing Parties and the Expert or the Appointor shall be made in writing and a copy thereof provided simultaneously to each other Disputing Party. No meeting between the Expert or the Appointor and the Disputing Parties or any of them, shall take place unless the Disputing Parties have been notified in advance of such meeting taking place providing the Disputing Parties with a reasonable opportunity to attend any such meeting.

P.3.1.7 The Expert shall be deemed not to be an arbitrator but shall render their decision as an expert.

P.3.1.8 Each of the Disputing Parties shall bear the costs of providing all data, information and submissions given by it, and the costs and expenses of all counsel, witnesses and employees retained by it (unless the Expert shall make any award of such costs and expenses which award, if made, shall be part of the Expert's decision), but the costs and expenses of the Expert and any independent advisers to the Expert, and any costs of their appointment if they were appointed by the Appointor, shall be borne equally by the Disputing Parties.

#### **P.4. ARBITRATION**

P.4.1.1 Subject to Section P.5, where a Disputing Party wishes to refer a matter to arbitration, it shall serve a written Notice in the form set out at Annex P-1 to that effect on the other Party or Parties with whom it has a Dispute or Disputes (such written Notice to be copied to the Market Operator) and, in such written Notice, shall give details of the reason for the reference of the Dispute to, and the matter to be referred to, arbitration.

P.4.1.2 The rules of arbitration of the International Chamber of Commerce shall govern any arbitration in accordance with these Market Rules, save to the extent that the same are inconsistent with the express provisions of the Market Rules.

P.4.1.3 Any arbitration conducted in accordance with this Section P shall be conducted:

- (a) in Muscat;
- (b) in English; and
- (c) by a panel of three (3) arbitrators.

P.4.1.4 If the Disputing Parties (or their appointed arbitrators) fail to appoint a panel within fifteen (15) Business Days of such written Notice being served in accordance with Section P.4.1.1, the appointment of the arbitrators shall forthwith be referred to the Appointor.

P.4.1.5 Any arbitral award made shall be final and binding on the Disputing Parties.

#### **P.4.2. Precedent status of award**

P.4.2.1 Where a Dispute referred to arbitration raises any question as to the interpretation or application of the Market Rules:

- (a) the arbitral tribunal shall be requested (as a part of the reference to arbitration) to provide a Public Award which:
  - (i) contains a description of such question, the conclusions reached by the tribunal on such question, and (subject to Section P.4.2.1(a)(ii)) whatever else is included in the award in relation to such question; but
  - (ii) does not on its face identify the Disputing Parties, and excludes matters of fact or other matters which are commercially sensitive for any Disputing Party;

- (b) the Market Operator shall provide a copy of the Public Award to each Party and the Authority and publish the Public Award.

P.4.2.2 In any subsequent Dispute which arises between any Parties, the Public Award shall operate as if those Parties were parties to the arbitration in which such award was made and that award was binding upon them.

## **P.5. DISPUTE REVIEW PROCEDURE**

### **P.5.1. Introduction**

P.5.1.1 This Section P.5.1 sets out the Dispute Review Procedure.

P.5.1.2 The application of the rules specified in this Section P shall be the sole and exclusive remedies available to any Party in relation to a Settlement Dispute.

P.5.1.3 In accordance with Section P.2.1.2(a) a Settlement Dispute must be addressed through the Dispute Review Procedure before it can be referred to arbitration or Expert determination.

P.5.1.4 For the purposes of the Market Rules a Pool Participant is an **Affected Party** in relation to a Settlement Query or Settlement Dispute where:

- (a) if there was in fact a Settlement Error, the amount of any Pool Charge applicable to such Pool Participant would be changed as a result of the correction of the Settlement Error; and
- (b) such change in a Pool Charge does not result only from a change in the calculation of the System Marginal Price or the Scarcity Price for any Trading Period.

P.5.1.5 A Settlement Error shall not be corrected (and the Settlement Query or Settlement Dispute shall not be treated as valid) if:

- (a) the Error Correction Amount is less than OMR 0 or such other materiality threshold as the Authority may from time to time decide and notify to the Market Operator;
- (b) the Settlement Query is raised after the Settlement Query Deadline.

P.5.1.6 For the purposes of Section P.5.1.5:

- (a) the **Error Correction Amount** is the maximum amount by which, for any one Affected Party, net Pool Charges in aggregate would be changed as a result of the correction of the Settlement Error;
- (b) in determining the Error Correction Amount:
  - (i) Pool Charges relating to Trading Periods for which the Settlement Query is not raised before the Settlement Query Deadline (as specified in Section P.5.3.3) shall not be counted;
  - (ii) where there are a number of Settlement Queries or Settlement Disputes for which the Settlement Errors relate to or result from the same event or circumstance, such Queries or

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Disputes shall be taken together (even where all the Affected Parties are not the same for all such Queries or Disputes).

P.5.1.7 Where a Party becomes aware or has reasonable grounds to consider that a Settlement Error has occurred, such Party shall raise a Settlement Query in accordance with this Section P.5 unless another Party has already raised such a Settlement Query.

**P.5.2. Dispute Review Committee**

P.5.2.1 A **Dispute Review Committee** is a subcommittee of the Market Advisory Committee convened for the purposes of reviewing a Settlement Dispute or a group of related Settlement Disputes.

P.5.2.2 A Dispute Review Committee shall comprise either:

- (a) three of the Committee Members appointed by Generators; or
- (b) two of the Committee Members appointed by Generators and the Committee Member appointed by the Transmission Company.

P.5.2.3 An alternate (nominated under Section C.5.3.7) of a Committee Member may not be a member of a Dispute Review Committee.

P.5.2.4 A Committee Member who is employed or otherwise engaged by a Pool Participant, or a person affiliated or connected to a Pool Participant, who is an Affected Party (in relation to the relevant Settlement Dispute(s)) shall not be a member of the Dispute Review Committee. For this reason no Committee Member appointed by the Power Procurer may be a member of a Dispute Review Committee.

P.5.2.5 The Market Operator shall decide whether the members of the Dispute Review Committee are to be selected under Sections P.5.2.2(a) or P.5.2.2(b) taking into account the nature of the Settlement Dispute, and shall notify the selected Committee Members of their selection.

P.5.2.6 Section C.5.2.7(c) is intended to ensure that members of a Dispute Review Committee keep in confidence all information of a confidential nature obtained in relation to a Settlement Dispute.

P.5.2.7 The role of a Dispute Review Committee is to consider a Settlement Dispute and hear the views of the Affected Parties and to express an opinion (in the form of a recommendation as provided in Section P.5.4.3(e) on the Settlement Dispute. The Dispute Review Committee does not act in a judicial or quasi-judicial capacity and its opinion is not binding on any Affected Party (except pursuant to Section P.5.4.7).

P.5.2.8 An Affected Party is entitled to attend the Dispute Review Committee meeting but it is not expected that it will have legal representation.

P.5.2.9 A Dispute Review Committee is convened only in connection with the particular Settlement Dispute(s) which it is to review, after which it ceases to be convened.

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**P.5.3. Settlement Queries**

P.5.3.1 Where a Party wishes or is required to raise a Settlement Dispute it must first raise a Settlement Query by giving written Notice in the form set out at Annex P-3 to the Market Operator setting out:

- (a) the identity of the Party raising the Settlement Query;
- (b) the identity (so far as known to such Party) of each other Affected Party;
- (c) the Trading Day or Days and the Trading Period or Periods or Month to which the Settlement Query relates;
- (d) the nature of the Settlement Error which the raising Party considers has occurred;
- (e) the estimated impact of the Settlement Error on the Pool Charges applicable to the raising Party; and
- (f) the changes in respect of Settlement which the raising Party considers are required to correct the Settlement Error or its effects;

together with any necessary supporting information.

P.5.3.2 Unless (upon application of any Party) the Authority directs otherwise by written Notice to the Market Operator:

- (a) Notice of a Settlement Query must be given by the applicable Settlement Query Deadline (established in accordance with Section P.5.3.3); and
- (b) a Settlement Query will not be effective in respect of any Trading Period or Month for which the requirement in Section P.5.3.2(a) is not satisfied.

For the avoidance of doubt a Settlement Dispute may not be raised or referred to arbitration or Expert determination unless Notice of the Settlement Query was given as required by this Section P.5.3.2.

P.5.3.3 The **Settlement Query Deadline** in relation to a Trading Period or Month is:

- (a) the date 10 Business Days after the date of the Confirmed Settlement Run in relation to:
  - (i) the Trading Day (in relation to Energy Charges); or
  - (ii) the Month (in relation to Scarcity Charges),to which the Settlement Query relates; or
- (b) if the Party could not reasonably be expected to be aware of the Settlement Error by the date in Section P.5.3.3(a), such later date by which the Party (acting as a Prudent Industry Operator) should have been aware of the Settlement Error. Any question as to the application of this Section P.5.3.3(b) shall be determined as a

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preliminary matter in the relevant determination (by the Market Operator, Dispute Review Committee, Expert or arbitral tribunal, as the case may be) in respect of the Settlement Error.

P.5.3.4 Following written Notice of a Settlement Query in accordance with Section P.5.3.2, the Market Operator shall, within 5 Business Days, review the Settlement Query and determine:

- (a) whether it was submitted by the Settlement Query Deadline for all of the Trading Periods to which it relates;
- (b) what is the Error Correction Amount and whether it is greater than the materiality threshold in Section P.5.1.5;
- (c) whether the requirements in Section P.5.3.1 were complied with; and
- (d) whether it is (in the opinion of the Market Operator) manifestly correct that:
  - (i) the Settlement Error (as specified in the Notice) occurred during the relevant Trading Periods;
  - (ii) the Party(ies) identified as Affected Parties in the written Notice of a Settlement Query are the only Affected Parties; and
  - (iii) the changes in Settlement proposed to correct the Settlement Error are appropriate and sufficient;

and following such determination:

- (e) if the Market Operator concludes that all of the foregoing conditions are satisfied, the Market Operator concludes that the Settlement Query is valid;
- (f) if the Market Operator concludes that any of the conditions in paragraphs (a), (b) and (c) was not satisfied, or it is (in the opinion of the Market Operator) manifestly clear that the Settlement Error (as specified in the Notice) did not occur during the relevant Trading Periods, the Market Operator concludes that the Settlement Query is invalid;
- (g) if neither paragraph (e) or (f) applies, the Market Operator did not reach a conclusion on the validity of the Settlement Query.

P.5.3.5 Following its review of the Settlement Query the Market Operator will promptly give written Notice to each Affected Party:

- (a) informing the other Affected Party(ies) of the Settlement Query;
- (b) informing each Affected Party whether the Market Operator:
  - (i) concluded that the Settlement Query is valid, or
  - (ii) concluded that the Settlement Query is invalid, and giving brief reasons for such conclusion, or

- (iii) did not reach a conclusion on the validity of the Settlement Query; and
  - (c) (except where the Market Operator did not reach a conclusion) inviting each Affected Party to confirm its acceptance of the Market Operator's conclusion within 5 Business Days of the date of the Market Operator's Notice.
  - (d) Inviting each Affected Party to confirm whether it accepts that the matter is referred as a Settlement Dispute to a Dispute Review Committee in case the Market Operator does not reach a conclusion or any Affected Party confirms that it does not accept the Market Operator's conclusion.
- P.5.3.6 If the Market Operator concludes that the Settlement Query was valid and (by the time specified in Section P.5.3.5(c)) each Affected Party confirms its acceptance of that conclusion, the Market Operator shall correct the Settlement Error:
- (a) in the Confirmed Settlement Run for the relevant Trading Day, if such Settlement Run has not already been performed;
  - (b) otherwise, by performing an Additional Settlement Run in accordance with Section I.6.3.
- P.5.3.7 If the Market Operator concludes that the Settlement Query was invalid, and (by the time specified in Section P.5.3.5(c)) no Affected Party notifies the Market Operator that it disagrees with such conclusion, then the Settlement Query shall lapse and no further action shall be taken in respect of the Settlement Query.
- P.5.3.8 If (within the applicable time periods in Section P.5.3.4 and Section P.5.3.5(c)) the Market Operator does not conclude, or any Affected Party confirms that it does not accept, that the Settlement Query was valid, or any Affected Party confirms that it does not accept, that the Settlement Query was invalid, the Market Operator shall refer the matter as a Settlement Dispute to a Dispute Review Committee in accordance with Section P.5.4 subject to all Affected Parties confirming their acceptance under P.5.3.5 (d).

#### **P.5.4. Settlement Disputes**

- P.5.4.1 Where the Market Operator has referred a matter as a Settlement Dispute to the DRC in accordance with Section P.5.3.8, and subject to each Affected Party agreeing that the matter be referred to the DRC in accordance with Section P.5.3.8 (d), the Market Operator shall:
- (a) convene a Dispute Review Committee meeting for a date (for which the relevant Committee Members are available) not less than 10 nor more than 20 Business Days after the Notice of Settlement Dispute;
  - (b) issue to the Party raising a Settlement Query, other Affected Parties and the DRC a Notice of Settlement Dispute in the form set out at Annex P-4 which shall:

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- (i) specify the date and time on which the DRC shall be convened to hear the Settlement Disputes;
  - (ii) attach the Notice of Settlement Query;
  - (iii) include any information which the Market Operator discovered in the course of investigating the Settlement Query;
  - (iv) where the Market Operator considers further data, information or submissions are required from the Party raising a Settlement Query or an Affected Party, require such Party to supply the data, information or submissions (specifying the deadline by which such further data, information or submissions must be provided); and
  - (v) invite the Party raising a Settlement Query and any Affected Party to provide further information they consider relevant,
- (c) make available sufficient details of the Settlement Dispute to all Parties (subject to any relevant confidentiality undertakings) in order to enable other Parties to determine whether they may be Affected Parties and inviting such Parties to notify the Market Operator, within a reasonable time period as determined by the Market Operator, of their intention to participate in the Settlement Dispute;; and
- (d) if a Party notifies the Market Operator and the Market Operator agrees that such Party is an Affected Party, or where the Market Operator reasonably considers that a Party may be an Affected Party, issue to such Party the Notice of Settlement Dispute together with any further details as to the progress and/or potential consequences of the Settlement Dispute as the Market Operator deems necessary in its absolute discretion.

P.5.4.2 Within the time limits specified by the Market Operator, Parties may or must provide additional data, information and submissions in accordance with Sections P.5.4.1(b)(iv) and P.5.4.1(b)(v) above.

P.5.4.3 Following the issuance of a Notice of Settlement Dispute, the DRC will review the Settlement Dispute and determine (in the opinion of the DRC):

- (a) whether the Settlement Query was submitted by the Settlement Query Deadline for all or for some of the Trading Periods to which it relates, and if so for which Trading Periods;
- (b) whether a Settlement Error occurred in relation to all or any of those Trading Periods, and if so the nature and extent of such Settlement Error;
- (c) what is the Error Correction Amount and whether the materiality requirement in Section P.5.1.5 is satisfied; and
- (d) (where and to the extent it concludes the requirements in Sections P.5.4.3(a), P.5.4.3(b) and P.5.4.3(c) are met) what adjustments in respect of Settlement are appropriate to correct the Settlement Error and/or its effects in Settlement in relation to those Trading Periods;



- (e) whether the DRC has any recommendation(s) for Parties or any class of Party generally (including any recommendation for a Modification Proposal) in the light of the Settlement Dispute, any such recommendation to be framed so as not to disclose the identity of any Affected Party or any other Confidential Information.

P.5.4.4 Following its review of a Settlement Dispute the DRC shall (by the Dispute Review Deadline) give Notice to each Affected Party and the Market Operator setting out:

- (a) the DRC's conclusion in relation to the Settlement Dispute; or
- (b) that the DRC failed to reach a conclusion as to the Settlement Dispute.

P.5.4.5 The **Dispute Review Deadline** is the 2<sup>nd</sup> Business Day after the DRC's meeting, or such later date as the DRC and all Affected Parties may agree.

P.5.4.6 An Affected Party may, within 15 Business Days after the Dispute Review Deadline refer the Settlement Dispute to Expert determination (and potentially, thereafter to arbitration) if:

- (a) the Party does not accept the DRC's conclusion; or
- (b) the DRC's Notice indicates that it failed to reach a conclusion; or
- (c) the DRC failed to issue a Notice by the Dispute Review Deadline.

P.5.4.7 If a Settlement Dispute is not referred to Expert determination in accordance with Section P.5.4.6, then:

- (a) if the DRC concluded (under Section P.5.4.3(d) that adjustments in Settlement are appropriate to correct the Settlement Error, the Market Operator shall perform an Additional Settlement Run to give effect to the adjustments to Settlement specified in the DRC's Notice.
- (b) if the DRC concluded that no adjustments in Settlement are appropriate, or failed to reach a conclusion, or did not issue a Notice by the Dispute Review Deadline, the Settlement Dispute shall lapse and no Party shall be entitled to take any further step or to any remedy in respect of the relevant Settlement Error.

P.5.4.8 The Market Operator shall:

- (a) publish any recommendation of the DRC pursuant to Section P.5.4.3(e);
- (b) notify all Pool Participants of any adjustments to Settlement to be made pursuant to Section P.5.4.7(a) prior to performing the Additional Settlement Run.

### **P.5.5. Dispute Review Procedures - costs**

P.5.5.1 Each Party shall bear the costs of providing all data, information and submissions given by it, and the costs and expenses of all

representatives, witnesses and employees retained by it, in connection with the Dispute Review Procedure.

**AS PART OF ANNEX P**

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## ANNEX P-1 – NOTICE OF ARBITRATION

To: [•]  
Copied: OPWP (as Market Operator)  
From: [•]  
Dated: [•]

### MARKET RULES – NOTICE OF ARBITRATION

Dear Sirs,

1. We refer to the Market Rules. Terms and expressions defined in or incorporated into the Market Rules have the same meaning when used in this Notice.
2. We further refer you to Section P.4.1.1.
3. This is a notice of arbitration.
4. The subject matter of the Dispute is [•].
5. The issues to be resolved are [•].
6. The Section to which the Dispute relates is [•].
7. We consider that the correct position is [•]. Our reasons for this are [•].
8. The [relief]/[determination]/[remedy]/[recourse] which we seek in relation to the Dispute is [•].

Yours faithfully,

.....  
For and on behalf of  
[•]

## ANNEX P-2 – EXPERT DETERMINATION NOTICE

To: [•]  
Copied: OPWP (as Market Operator)  
From: [•]  
Dated: [•]

### MARKET RULES – EXPERT DETERMINATION NOTICE

Dear Sirs,

1. We refer to the Market Rules. Terms and expressions defined in or incorporated into the Market Rules have the same meaning when used in this Notice.
2. We further refer you to Section P.3.1.2.
3. This is an expert determination notice.
4. The subject matter of the Dispute is [•].
5. The issues to be resolved are [•].
6. The Clause to which the Dispute relates is [•].
7. We consider that the correct position is [•]. Our reasons for this are [•].
8. *The [relief]/[determination]/[remedy]/[recourse]* which we seek in relation to the Dispute is [•].

Yours faithfully,

.....  
For and on behalf of  
[•]

## ANNEX P-3 – SETTLEMENT QUERY

To: OPWP (as Market Operator)  
From: [•]  
Dated: [•]

### MARKET RULES – SETTLEMENT QUERY

Dear Sirs,

1. We refer to the Market Rules. Terms and expressions defined in or incorporated into the Market Rules have the same meaning when used in this Notice.
2. We further refer you to Section P.5.3.1.
3. This is a Settlement Query.
4. The Part[y]/[ies] affected by this Settlement Query are [•].
5. This Settlement Query relates to Trading Day[s] [•] and Trading Period[s]/Month [•].
6. We consider that the following Settlement Error has occurred [•].
7. We consider the financial impact of the Settlement Error on us is [•].
8. The steps which we consider should be taken to correct the Settlement Error or its effects are [•].

Yours faithfully,

.....  
For and on behalf of  
[•]

## ANNEX P-4 – NOTICE OF SETTLEMENT DISPUTE

To: ***[Party raising Settlement Query / other affected Parties]***  
Dispute Review Committee  
From: **OPWP (as Market Operator)**  
Dated: ***[•]***

### MARKET RULES – NOTICE OF SETTLEMENT DISPUTE

Dear Sirs,

1. We refer to the Market Rules. Terms and expressions defined in or incorporated into the Market Rules have the same meaning when used in this Notice.
2. We further refer you to Section P.5.4.1.
3. This is a notice of Settlement Dispute.
4. The DRC shall be convened to hear the Settlement Dispute[s] on ***[date]*** at ***[time]***.
5. The DRC shall make its recommendation in relation to the Settlement Dispute by ***[date]***.
6. The Settlement Query to which this Settlement Dispute relates is attached to this Notice.
7. [We attach the additional relevant information in relation to the Settlement Dispute.]
8. [Please provide the following data / information / submissions to the DRC:  
  
***[•]***]
9. [Please provide any further information you consider relevant to this Settlement Dispute to the DRC.]

Yours faithfully,

.....  
For and on behalf of  
**OPWP**

## **Q. MISCELLANEOUS**

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## **Q.1. INTRODUCTION TO THIS SECTION**

### **Q.1.1. General**

Q.1.1.1 This Section of the Market Rules sets out:

- (a) provisions relating to each Party's compliance with Applicable Law;
- (b) the limitation of liability of the Parties and the exclusion of liability of the Authority under the Market Rules;
- (c) provisions concerning the jurisdiction of the Authority;
- (d) restrictions on the assignment by Parties of their rights and obligations under the Market Rules, subject to the rights of Parties to effect assignments of certain rights in favour of their Notified Lenders;
- (e) representations and warranties given by the Parties, including in respect of the Market Rules;
- (f) provisions relating to Corrupt Practices;
- (g) the Parties' duty to maintain confidentiality;
- (h) other provisions defining the legal and contractual relationship between the Parties;
- (i) provisions relating to Notices;
- (j) provisions relating to Default;
- (k) provisions for the permanent exclusion of Production Blocks from Participation in the Pool;
- (l) provisions for the Suspension and removal from Suspension of Production Blocks from Participation in the Pool; and
- (m) provisions for the Withdrawal or Termination of a Generator as a Party; and
- (n) the intellectual property rights of the Parties

### **Q.1.2. Key functions of Parties in this Section**

Q.1.2.1 In this Section:

- (a) Generators may Withdraw from being Parties, subject to certain conditions;
- (b) If a Default has occurred, the Market Operator may:
  - (i) Suspend (and if Suspended, remove from Suspension) or permanently exclude a Production Block from Participating in the Pool; or

- (ii) If the Default is capable of rectification, require a Generator to rectify the Default; or
- (iii) Terminate a Generator as a Party.

### **Q.1.3. *Annexes to this Section***

Q.1.3.1 This Section Q refers to the following Annexes:

- (a) Annex Q-1: Rectification Notice;
- (b) Annex Q-2: Exclusion Notice;
- (c) Annex Q-3: Suspension Notice;
- (d) Annex Q-4: Form of notice notifying Suspended Generator or removal of Suspension Notice;
- (e) Annex Q-5: Termination Notice;
- (f) Annex Q-6: Withdrawal Notice; and
- (g) Annex Q-7: Withdrawal Consent Notice.

### **Q.1.4. *Approved Methodologies and MRPs***

Q.1.4.1 This Section refers to no Approved Methodologies.

Q.1.4.2 This Section refers to no MRPs.

## **Q.2. GENERAL LAW AND PROCEDURE**

### **Q.2.1. *Compliance with Applicable Law***

Q.2.1.1 Each Party shall comply with Applicable Law in respect of its functions under the Market Rules.

## **Q.3. LIABILITY**

### **Q.3.1. *Liabilities of the Parties***

Q.3.1.1 No Party shall be liable to any other Party for loss arising from any breach of the Market Rules or the Framework Agreement other than for loss resulting directly from such breach (but without prejudice to any other provision of the Market Rules which excludes or limits liability in respect of any breach for loss directly resulting from such breach) and which was reasonably foreseeable at the date of the Framework Agreement as not unlikely to occur in the ordinary course of events from such breach in respect of:

- (a) physical damage to the property of any other Party or its officers, employees, or agents; and/or
- (b) the liability (in law) of any other such Party to any other person for loss in respect of physical damage to the property of such other person.

- 
- Q.3.1.2 No Party shall in any circumstances be liable to any other Party in respect of any breach of the Market Rules or the Framework Agreement for:
- (a) loss of profits, loss of income (including Settlement Amounts), loss of contract, loss of anticipated savings, loss of investment return, loss of goodwill, loss of use, or loss of reputation;
  - (b) any indirect or consequential loss or any incidental or special damages (including punitive damages); or
  - (c) loss resulting from the liability of any other Party to any other person howsoever and whensoever arising save as provided in Sections Q.3.1.2(a) and Q.3.1.4.
- Q.3.1.3 The limitations of liability set out in Sections Q.3.1.1 and Q.3.1.2 are without prejudice to any provision of the Market Rules or the Framework Agreement which provides for an indemnity and shall not relieve any Party of an obligation to pay any amounts due in accordance with the Market Rules.
- Q.3.1.4 Nothing in the Market Rules or the Framework Agreement shall limit or exclude the liability of any Party for death or personal injury resulting from the negligence of such Party or for fraudulent misrepresentation or any other liability which cannot be limited or excluded under Applicable Laws.
- Q.3.1.5 The rights and remedies of the Parties in accordance with the Market Rules and the Framework Agreement as set out therein are, save as expressly provided otherwise, cumulative and are in exclusion of all other substantive (but not procedural) rights or remedies express or implied and whether provided by statute or otherwise by Applicable Law. Without prejudice to the foregoing and Section Q.5, each Party to the fullest extent permitted by Applicable Law:
- (a) waives any rights or remedies; and
  - (b) releases each other Party from any duties, liabilities, responsibilities or obligations,
- arising or provided by statute or otherwise by Applicable Law in respect of the Market Rules.
- Q.3.1.6 Nothing in the Market Rules or the Framework Agreement relating to limitation on liability shall prevent or restrict any Party from enforcing any obligation owed to it under or in accordance with the Market Rules Document, in accordance with the Market Rules, subject to any applicable limitation of liability.
- Q.3.1.7 Save as expressly provided otherwise in the Market Rules or the Framework Agreement, nothing in Sections Q.3.1.1 to Q.3.1.6 shall apply to or restrict the exercise or enforcement of any rights or remedies which one Party may have against another Party or person in accordance with:
- (a) any other agreement besides the Market Rules and the Framework Agreement; and / or
  - (b) the Sector Law or other Applicable Law.

Q.3.1.8 For the purposes of Sections Q.3.1.1, Q.3.1.2 and Q.3.1.4, references to a "Party" includes any of its officers, employees or agents, and each Party shall hold the benefit of those Sections for itself and as agent for its officers, employees and agents.

Q.3.1.9 Each of Sections Q.3.1.1 to Q.3.1.7 shall be construed as a separate and severable contract term, and shall remain in full force and effect and shall continue to bind the Parties even if a Party ceases to be a Party or the Market Rules Document is terminated.

### **Q.3.2. Further Provisions relating to the Liability of the Market Operator**

Q.3.2.1 Without prejudice to Section Q.3.1, detailed provisions addressing the liability assumed by the Market Operator are set out in Section C.3.4.

### **Q.3.3. Further Provisions relating to the Liability of the Transmission Company**

Q.3.3.1 Except as expressly provided in the Market Rules, the Transmission Company shall not be liable in damages or have any other financial liability to any Party in respect of anything done or not done under the Market Rules (including any delay in the performance of its obligations under the Market Rules); and each Party hereby irrevocably and unconditionally waives and shall indemnify the Market Operator in respect of all and any such liability.

Q.3.3.2 Section Q.3.3.1 does not apply in respect of any failure by the Transmission Company to comply with the Market Rules which constitutes Wilful Misconduct or Gross Negligence or in the case of fraud on the part of the Transmission Company.

Q.3.3.3 Section Q.3.3.1 does not prevent a Party from seeking to enforce performance by the Transmission Company of its obligations under the Market Rules by complaint to the Authority pursuant to the Sector Law.

Q.3.3.4 Section Q.3.3.1 shall not affect any right or remedy which a Party may have in law in consequence of a breach by the Transmission Company of any duty under its Licence or the Sector Law.

## **Q.4. LIABILITY AND JURISDICTION OF THE AUTHORITY**

Q.4.1.1 The Authority shall bear no liability resulting from the performance of its functions, the taking of any actions, or the making of any decisions, under the Market Rules. This is without prejudice to the rights of any person under the Sector Law.

Q.4.1.2 The Market Rules Document is established in accordance with the Sector Law. Any action or decision of the Authority made in connection with the Market Rules may only be challenged or appealed in accordance with the Sector Law, the Licences and the Exemptions, and not in accordance with Section P of the Market Rules.

## **Q.5. NO WAIVER**

Q.5.1.1 Save as provided for in these Market Rules, no delay or omission of any Party in exercising any right, power or remedy provided by Applicable Law

or under these Market Rules shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy provided by Applicable Law or under these Market Rules shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

## **Q.6. SEVERANCE**

Q.6.1.1 Each of the provisions of the Market Rules Document and the Framework Agreement is severable. If at any time any provision or part of a provision of the Market Rules Document or the Framework Agreement is or becomes illegal, invalid or unenforceable in any respect for the purposes of any Applicable Law or by the decision of any Competent Authority, it shall be deemed severed from the Market Rules Document and the legality, validity or enforceability of the remaining provisions (in whole or in part) of the Market Rules Document or the Framework Agreement shall not in any way be affected or impaired thereby.

## **Q.7. THIRD PARTY BENEFICIARIES**

Q.7.1.1 A person who is not a Party shall not have the right to enforce any provision of these Market Rules or the Framework Agreement, and the Market Rules Document and the Framework Agreement shall not be construed as conferring any benefit upon, granting rights to, imposing any duty or liability on or to, or any duty of care with reference to, any person who is not a Party.

Q.7.1.2 A Prospective Party that makes a Modification Proposal has no contractual rights under the Market Rules, without prejudice, however, to any rights such Prospective Party may have under Applicable Laws against a Party as a result of such Party's failure to comply with the conditions of its Licence or Applicable Laws (including the Sector Law).

## **Q.8. NO PARTNERSHIP OR AGENCY**

Q.8.1.1 Nothing in these Market Rules shall be construed as creating a partnership or joint venture of any kind between the Parties or (other than as explicitly provided for) as constituting any Party as the agent of any of the other Parties for any purpose whatsoever. No Party shall have the authority to bind any other Parties or to contract in the name of or create a liability against the other Party in any way or for any purpose, unless expressly provided. To the extent that any Party assumes any liability under these Market Rules, such liability shall be the sole liability of such Party.

## **Q.9. ASSIGNMENT**

Q.9.1.1 Save as expressly provided otherwise in these Market Rules, no Party shall be entitled to assign, transfer or otherwise dispose of all or any part of its rights and/or obligations hereunder.

Q.9.1.2 A Generator may assign by way of security in favour of a Notified Lender its entire right to receive payment of Pool Charges, subject to the following conditions:

- 
- (a) the Generator shall notify the Market Operator and the Power Procurer of, and of the termination of, every such assignment;
  - (b) a Notice referred to in Section Q.9.1.2(a) shall contain full details of:
    - (i) the date of effectiveness of the assignment and/or the cessation of such effectiveness;
    - (ii) the Notified Lender;
    - (iii) the security or other documents creating the assignment;
    - (iv) evidence that any requisite consent to the creation of the security comprised in the assignment has been given by the Authority; and
    - (v) any Pool Bank Account associated with the assignment;
  - (c) in respect of the period commencing on the later of receipt of Notice of assignment under Section Q.9.1.2(a) and the date of effectiveness of the assignment set out in the Notice and ending on the later of a Notice of cessation of assignment or the date of effectiveness of cessation of the assignment set out in that Notice:
    - (i) all Pool Invoice Amounts payable to the Generator shall be paid to the Notified Lender at the Pool Bank Account, in each case so notified; and
    - (ii) such payment shall be in full and final discharge of the obligation to make such payments;
  - (d) nothing in this Section Q.9 shall affect an obligation of a Generator to pay any Pool Charges to the Power Procurer;
  - (e) the payment of all amounts in respect of Pool Charges shall be on and subject to all the terms of the Market Rules, including where applicable the deduction, netting or set-off of other amounts payable by the Generator.

## **Q.10. ENTIRE AGREEMENT**

Q.10.1.1 The Market Rules Document and the Framework Agreement and the documents and other things referred to in the Market Rules together constitute the entire agreement of the Parties relating to the operation of the Pool.

## **Q.11. REPRESENTATIONS AND WARRANTIES**

### **Q.11.1. *General Representations and Warranties***

Q.11.1.1 Each Party hereby represents and warrants to the other Parties as follows:

- (a) it is duly organised, validly existing and in good standing under Applicable Law and has the right, power and authority to enter into the Market Rules Document and such documents as are necessary for its participation and to perform its obligations hereunder; and

- 
- (b) the entry into, or accession to, the Market Rules Document by it has been duly authorised by all necessary action and these Market Rules constitute the valid, binding and enforceable obligations of such Party.

#### **Q.11.2. Further Representations and Warranties of each Generator**

Q.11.2.1 Each Generator hereby further represents and warrants to the other Parties as follows:

- (a) the information provided by the Generator to the Market Operator in connection with the admission of the Generator as a Party (including an Original Party) as provided in Section D.3 and the Registration of its Production Facilities as provided in Section E was, at the time given, true, accurate and complete in all material respects and remains true, accurate and complete in all material respects; and
- (b) all Permits which are required for participation have either been obtained or are in the process of being obtained by the Generator and/or the Generator has no reason to believe that such Permits will not be obtained in a timely manner such as to enable it to undertake its obligations hereunder.

#### **Q.12. RELIANCE ON PRE-CONTRACTUAL REPRESENTATIONS**

Q.12.1.1 Each Party acknowledges and agrees that, subject to Section Q.12.1.2, it is not, in entering into the Market Rules Document, relying on and shall have no right of action against any other Party in respect of any Pre-Contractual Representation, which is not expressly set out in these Market Rules.

Q.12.1.2 Notwithstanding the provisions of Section Q.12.1.1, each Generator hereby acknowledges and agrees that the Power Procurer/Market Operator is, in agreeing to such Generator's accession to the Market Rules Document, relying on the information referred to in Section Q.11.2.1(a) and on the continued accuracy, completeness and truthfulness of the same. Each Generator further acknowledges that any breach by it of the warranty set out at Section Q.11.2.1 (b) may result in material loss or damage to the Power Procurer/Market Operator and that, therefore, any such breach shall constitute a Default on the part of such Generator.

Q.12.1.3 Nothing in Section Q.12.1.1 or Section Q.12.1.2 shall operate to limit or exclude liability for fraud.

Q.12.1.4 For the purposes of this Section Q.12, a **Pre-Contractual Representation** means any agreement, arrangement, assurance, draft document, promise, undertaking, representation or warranty of any person whether or not in writing made or given by any person prior to execution of these Market Rules, for any Original Party, or prior to the execution of any Accession Agreement, for any New Generator.



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**Q.13. ANTI-CORRUPTION**

Q.13.1.1 Each Party hereby undertakes that, at the Effective Date, neither it, nor its directors, officers or employees have engaged directly or indirectly in any Corrupt Practices whether involving private individuals or public officials (nor agreed or implied that they will or might do so at any time in the future) in any way connected with these Market Rules and that it has taken reasonable measures to prevent subcontractors, contractors, agents or any other third parties subject to its control or influence from engaging in Corrupt Practices.

Q.13.1.2 Each Party agrees that, at all times in connection with these Market Rules, it shall, and each of them shall ensure that its directors, officers, employees, subcontractors, contractors, agents and other third parties subject to its control or influence shall:

- (a) not engage directly or indirectly in any Corrupt Practices whether involving private individuals or public officials (or agree or imply that they will or might do so at any time in the future), and shall report to the Market Operator all instances of such practices that come to its attention in writing within fourteen (14) days; and
- (b) with respect to third parties subject to the control or influence of the relevant Party, including but not limited to agents, business development consultants, sales representatives, customs agents, general consultants, resellers, subcontractors, contractors, franchisees, lawyers, accountants or similar intermediaries acting on the relevant Party's behalf in connection with marketing or sales, the negotiation of contracts, the obtaining of licences, Permits or other authorisations, or any actions that benefit the relevant Party or subcontractors in the supply chain:
  - (i) instruct such parties neither to engage directly or indirectly in, nor to tolerate engaging directly or indirectly in, any Corrupt Practices whether involving private individuals or public officials (or agree or imply that they will or might do so at any time in the future);
  - (ii) not use such parties as a conduit for any Corrupt Practices;
  - (iii) hire such parties only to the extent appropriate for the regular conduct of the Party's business;
  - (iv) not pay such parties more than an appropriate remuneration for their legitimate services; and
  - (v) not breach, and shall not put any other Party or any of their respective officials, employees, officers or directors in breach of, Royal Decree No. 111/2011 and/or Royal Decree No. 112/2011.

Q.13.1.3 For the purposes of this Section Q.13, **Corrupt Practices** means any or all Bribery, Corruption, Extortion, Facilitation Payment, Kickback, Money Laundering or Trading in Influence; where:

- (a) **Bribery** means the receiving, offering, promising, authorising or giving of a Bribe;
- (b) **Bribe** means a financial or other advantage, intended to induce a person to give improper assistance in breach of their duty, or to otherwise improperly influence someone with the underlying purpose of obtaining or retaining business, or an advantage in the course of business, including without limitation in connection with public or private procurement contract awards, regulatory permits, taxation, customs, judicial and legislative proceedings;
- (c) **Corruption** means the misuse of entrusted power or breach of duty for personal gain;
- (d) **Extortion** means the demanding of a Bribe, whether or not coupled with a threat if the demand is refused;
- (e) **Facilitation Payment** means small Bribes, whether paid in cash or kind, made to Government or public officials to speed up routine administrative processes or other actions, also known as "grease payments";
- (f) **Kickback** means a form of Bribery in which a percentage of the revenues from a contract or other financial award is illicitly returned to the person awarding that contract or benefit (or their relatives, friends, business associates or partners);
- (g) **Money Laundering** means dealing with the proceeds of crime including, but not limited to, Bribery, Corruption, Extortion, a Facilitation Payment, Kickback and/or Trading in Influence or the concealing or disguising of the illicit origin, source, location, disposition, movement or ownership of property, knowing that such property is the proceeds of crime; and
- (h) **Trading in Influence** means the offering or solicitation of an undue advantage in order to exert an improper, real, or supposed influence with a view of obtaining from a private individual or public official an undue advantage for the original instigator of the act or for any other person.

#### Q.14. CONFIDENTIALITY

Q.14.1.1 **Confidential Information** means, in relation to any Party, information which is designated in writing by that Party as "confidential information", or is by its nature confidential relating to a Party or its operation or business, products, developments, systems or plans which is supplied by or on behalf of that Party or generated by the Recipient Party (as defined below), either in writing or orally or in any other form, directly or indirectly from or in accordance with discussions between the Parties or which is obtained through observations made by the Recipient Party, including all analyses, compilations, studies and other documents whether prepared by or on behalf of a Party which contain or otherwise reflect or are derived from such information, subject to Section Q.14.1.2.

Q.14.1.2 Confidential Information shall not include:

- 
- (a) the existence of and terms of the Market Rules Document or the Framework Agreement; and
  - (b) items which are, at the relevant time, published in accordance with or to give effect to the Market Rules.

Q.14.1.3 Each Recipient Party shall keep confidential any Confidential Information relating to any Disclosing Party in accordance with the provisions of Section Q.14.1.4, but subject to Section Q.14.1.5.

Q.14.1.4 Subject to Section Q.14.1.5, in respect of any Confidential Information relating to any Disclosing Party, each Recipient Party shall:

- (a) not at any time disclose, reveal, or otherwise disseminate the Confidential Information to any person or Party whatsoever or permit any person or Party any form of access to the Confidential Information without the prior written consent of the Disclosing Party;
- (b) treat and safeguard as private and confidential all Confidential Information received at any time keeping it and treating it with the same care as any Prudent Industry Operator would be expected to exercise;
- (c) not use the Confidential Information, or permit or assist a third party to use the Confidential Information, to procure a commercial advantage over, or an advantage which is in any way likely to be prejudicial, whether directly or indirectly to, the Disclosing Party or to its business, goodwill or reputation; and
- (d) not use the Confidential Information or permit or assist a third party to use the Confidential Information to attract management, employees, advisors, agents, representatives, consultants, contractors, sub-contractors or customers away from the Disclosing Party.

Q.14.1.5 The obligations set out in Sections Q.14.1.3 and Q.14.1.4 shall not apply to:

- (a) information which the Disclosing Party confirms in writing is not required to be treated as Confidential Information;
- (b) information which at the time of disclosure to the Recipient Party is within the public domain;
- (c) information which comes into the public domain other than by reason of a breach of the Market Rules or of any Legal Requirement by the Recipient Party;
- (d) information provided by the Market Operator to the Transmission Company which better enables the Transmission Company to comply with its Sector Law and Licence obligations concerning Dispatch;
- (e) information which was lawfully within the possession of the Recipient Party prior to its being furnished to it by or on behalf of the Disclosing Party as evidenced by the written records of the

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Recipient Party or the sworn evidence of an officer of the Recipient Party, provided that the source of such information was not bound by a confidentiality agreement or any other obligation of secrecy in respect thereof,

and shall not prevent a Party:

- (f) disclosing and using any materials and data which are licensed in accordance with Section Q.20 in accordance with any such licence; or
- (g) using the Confidential Information for the purpose of performing its obligations under the Market Rules; or
- (h) disclosing the Confidential Information in accordance with the requirements of the Market Rules.

Q.14.1.6 Nothing in Section Q.14.1.4 or Section Q.14.1.5 shall prevent the disclosure of Confidential Information by a Recipient Party:

- (a) to any lending or other financial institution proposing to provide or arrange the provision of finance to the Recipient Party, where and to the extent that the disclosure of such Confidential Information is reasonably required for the purposes of the provision or arrangement of such finance, and provided that the person to whom the Confidential Information is disclosed is bound by confidentiality provisions equivalent to those in Sections Q.14.1.3 and Q.14.1.4;
- (b) as may be required by the regulations of any recognised stock exchange on which the share capital of the Recipient Party (or any parent or affiliated undertaking of the Recipient Party) is or is proposed to be from time to time listed or dealt in, and the Recipient Party shall, if reasonably practicable prior to making the disclosure, and in any event as soon as reasonably practicable thereafter, supply the Disclosing Party with a copy of such disclosure or statement and details of the persons to whom the Confidential Information is to be, or has been, disclosed. Where a copy of such disclosure or statement has been supplied prior to making the disclosure, the Disclosing Party may give comments on that disclosure or statement to the Recipient Party;
- (c) to any shareholder or affiliate of the Recipient Party provided that the person to whom the Confidential Information is disclosed is bound by confidentiality provisions equivalent to those in Sections Q.14.1.3 and Q.14.1.4;
- (d) as may be required to comply with Legal Requirements of the Recipient Party;
- (e) to its professional advisers, to the extent necessary to enable it to perform (of cause to be performed) or to enforce its rights or obligations under the Market Rules;
- (f) as may be required by the DRC or a Court having competent jurisdiction or Competent Authority; or

- (g) as may be otherwise agreed in writing by the Disclosing Party prior to disclosure by the Recipient Party.

Q.14.1.7 The confidentiality obligations set out in Sections Q.14.1.1 to Q.14.1.6 shall continue to apply to any Discontinuing Party in respect of Confidential Information which came into such Party's possession while it was a Party.

Q.14.1.8 Notwithstanding any other provisions of the Market Rules, the Authority may determine in exceptional cases that, in order to protect the public interest, the Market Operator should not publish details of a Rectification Notice, Suspension, Exclusion or Termination of, or in relation to, a Pool Participant in which case, such details shall not be published to the extent of that determination.

## **Q.15. NOTICES**

Q.15.1.1 Sections Q.15.1.1 to Q.15.1.11 apply to Notices which shall, for the avoidance of doubt, exclude Data Communications as provided in Section H except where such Data Communications are to be given by Alternative Communication Means.

Q.15.1.2 Any Notices required to be given for the purposes of the Market Rules shall be given in writing unless otherwise specified in the Market Rules.

Q.15.1.3 Any Notice required to be given in writing, other than a notice, or a communication for which a prescribed form is otherwise required in the Market Rules, may also be given by email.

Q.15.1.4 Notices in writing shall be addressed and sent to the receiving Party at the address, fax number or email address specified by the receiving Party for the purposes of the receipt of Notices under the Market Rules or such other address, fax number or email address as the receiving Party may from time to time specify by notice given in writing in accordance with this Section Q.15 to the Party giving the notice.

Q.15.1.5 Notices shall be marked for the attention of the representative of the receiving Party specified for the purpose of receipt of Notices or such other person as may be notified by the receiving Party to the sending Party in accordance with the provisions of this Section Q.15.

Q.15.1.6 Any Notice given by fax or email shall be confirmed by delivering a copy of the same by courier or otherwise by hand provided that failure to receive such confirmation shall not prejudice effective receipt of the notice under the following Section Q.15.1.7.

Q.15.1.7 Any Notice in writing shall be deemed to have been received:

- (a) in the case of delivery by hand, when delivered;
- (b) in the case of prepaid post, on the second Business Day following the day of posting;
- (c) in the case of fax, at 4pm on the Business Day on which the Notice was sent as evidenced by a fax transmission report of the sending Party showing that the Notice has been transmitted; or

(d) in the case of email when the email enters the receiving Party's server.

Q.15.1.8 Each Party shall specify at least one postal address, fax number, and email address and one representative for the service of Notices in writing and may amend such details by notifying the Market Operator representative in writing. The Market Operator shall make available to all Parties the Notice details provided by each Party.

Q.15.1.9 A Party may specify different addresses (including email addresses) or fax numbers and representatives for the purposes of Notices of different kinds or relating to different matters.

Q.15.1.10 Notices which are required to be published by the Market Operator shall be published on the Market Website within any applicable timeframes set out in the Market Rules. Publication on the Market Website shall be adequate to discharge any requirement of the Market Operator to publish or make available anything.

Q.15.1.11 Communications from the Authority shall be effective for the purpose of the Market Rules on receipt by whichever of the Market Operator or the Power Procurer that the communication is addressed to.

## Q.16. DEFAULT

### Q.16.1. *Default*

Q.16.1.1 Where a Party becomes aware or has reasonable grounds to consider that any breach (other than a trivial breach) of, or other error in the implementation of, the Market Rules has occurred such Party shall notify the Market Operator without delay.

Q.16.1.2 The following sections on default, suspension and termination shall apply in respect of Default by a Generator.

Q.16.1.3 A Generator shall be in Default where an event of Default, as set out in Section Q.16.2.1, in respect of that Generator has occurred.

Q.16.1.4 Where the circumstances giving rise to a breach of the Market Rules or the Framework Agreement are of a nature that, for so long as such circumstances continue, those circumstances have the effect of giving rise to recurring breaches of the Market Rules or the Framework Agreement of the same type (for example from Trading Period to Trading Period) (each a **Recurring Breach**), if an individual breach is not itself sufficient to constitute a Default, the cumulative effect of Recurring Breaches may do so.

Q.16.1.5 Exclusion in accordance with Section Q.17.1.1, Suspension in accordance with Section Q.18, Termination in accordance with Section Q.19.2, and Withdrawal in accordance with Section Q.19.3, each operate without prejudice to Deregistration of a Production Facility in accordance with Section E.6.

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**Q.16.2. Events of Default**

Q.16.2.1 The following events shall each constitute a Default under the Market Rules and the Framework Agreement:

- (a) any material breach by a Generator of any of its obligations under these Market Rules;
- (b) any persistent breach by a Generator of any of its obligations under these Market Rules;
- (c) a breach by a Generator of any of its obligations under these Market Rules which continues for a period of 30 consecutive days;
- (d) any failure to pay any amounts due under the Market Rules within 10 Business Days of the Due Date;
- (e) a failure to provide information to the Market Operator as and when required under these Market Rules;
- (f) a failure to comply with reporting requirements under these Market Rules;
- (g) a breach of representation or warranty given under these Market Rules including those in Section Q.11;
- (h) a breach of any anti-corruption provisions in Section Q.13;
- (i) a breach of the confidentiality undertakings in Section Q.14;
- (j) a breach of the restrictions on assignment in Section Q.9;
- (k) an event of Insolvency of the Generator;
- (l) where any of the pre-conditions for becoming a Generator, as set out in Section D.3.2.2 ceases to apply;
- (m) a breach in relation to a Generator's Production Facilities of the requirements in Section E.4.2;
- (n) a Generator has committed a material breach under any Pool-Based Power Contract or Non-Pool-Based Power Contract;
- (o) it becomes unlawful for a Generator to comply with any of its obligations under the Market Rules;
- (p) a Legal Requirement necessary to enable a Generator to fulfil its obligations and functions under the Market Rules is amended or revoked in whole or in part so as to prevent that Generator from fulfilling its obligations and functions under the Market Rules;
- (q) a Communication Failure Default in accordance with Section H.6;  
and
- (r) the Wilful Misconduct of a Generator.

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**Q.16.3. Remedies for Default**

Q.16.3.1 The Market Operator may, upon a Default by a Generator:

- (a) adopt measures to seek rectification of the Default in accordance with Section Q.16.5;
- (b) exclude from the Market Register, on a permanent basis, any Production Facility or Production Blocks that that gave rise to the Default in accordance with the procedures set out in Sections Q.17.1.1;
- (c) suspend, on a temporary basis, any or all of such Generator's Production Blocks in accordance with the procedures set out in Section Q.18;
- (d) Terminate such Generator in accordance with the procedures set out in Sections Q.16.4.1, Q.19.2 and Q.19.4.

**Q.16.4. Notices upon Default**

Q.16.4.1 On becoming aware of a Default, the Market Operator may issue to the Defaulting Party:

- (a) if the Default is capable of rectification, a Rectification Notice under Section Q.16.5;
- (b) an Exclusion Notice in which case Section Q.17 shall apply;
- (c) a Suspension Notice, in which case Section Q.18 shall apply; or
- (d) a Termination Notice in which case Section Q.19.2 shall apply,

in each case specifying the nature of the Default, including whether or not it is Default that arises from a Recurring Breach or will be a continuing Default.

Q.16.4.2 Where a Default arises from a Recurring Breach, it shall be sufficient for a Notice issued under Section Q.16.4.1 to identify it as such Notice to be deemed to notify each Default that occurs or will occur as a result of that Recurring Breach for so long as the circumstances giving rise to the Recurring Breach continue.

**Q.16.5. Rectification**

Q.16.5.1 Where the Market Operator issues a Rectification Notice, such notice shall be in the form set out in Annex Q-1 and shall specify:

- (a) the timescale in which the Market Operator requires the Defaulting Party to rectify the event of Default;
- (b) any other measures that the Market Operator reasonably requires the Defaulting Party to take, by reference to the nature of the Default in question, including, without limitation:



- (i) a requirement for the Defaulting Party to provide payment security following an event of Default under Section Q.16.2.1(d); or
- (ii) the imposition of more stringent record keeping or reporting requirements following an event of Default under Section Q.16.2.1(f),

and the Defaulting Party shall comply with the Rectification Notice.

Q.16.5.2 Subject to Section Q.14.1.8, where the Market Operator issues a Rectification Notice, the Market Operator shall publish the Rectification Notice on the Market Website and at the same time send a copy of the Rectification Notice to:

- (a) the Authority;
- (b) the Transmission Company;
- (c) the Power Procurer; and
- (d) other Pool Participants.

Q.16.5.3 Where the Defaulting Party fails to rectify the Default, and/or put in place measures as required by the Market Operator, within the given timescale to the Market Operator's reasonable satisfaction, the Market Operator shall have the right to issue such Defaulting Party with an Exclusion Notice, a Suspension Notice or a Termination Notice in accordance with Section Q.16.4.1.

## **Q.17. EXCLUSION**

### **Q.17.1. Exclusion Notice**

Q.17.1.1 Where the Market Operator issues an Exclusion Notice, the Exclusion Notice shall be in the form set out in Annex Q-2 and shall specify:

- (a) the Production Blocks to which the Exclusion Notice applies; and
- (b) the date on which the Market Register is to be amended by the Market Operator under Section E.6 to remove such Production Blocks.

Q.17.1.2 Subject to Section Q.14.1.8, where the Market Operator issues an Exclusion Notice, the Market Operator shall publish the Exclusion Notice on the Market Website and at the same time send a copy of the Exclusion Notice to:

- (a) the Authority;
- (b) the Transmission Company;
- (c) the Power Procurer; and
- (d) other Pool Participants.

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**Q.17.2. Effect of Exclusion**

Q.17.2.1 Each Generator that receives an Exclusion Notice must comply with the Exclusion Notice.

Q.17.2.2 When an Exclusion Notice takes effect, the Production Blocks or Production Facility to which the Exclusion Notice applies shall be permanently excluded from the Market Register, and treated as if not Registered, and permanently excluded from Participating in the Pool.

**Q.18. SUSPENSION****Q.18.1. Suspension Notice**

Q.18.1.1 Where the Market Operator issues a Suspension Notice, the Suspension Notice shall be in the form set out at Annex Q-3 and shall specify:

- (a) the Production Blocks to which the Suspension Notice applies;
- (b) the date and time from which the Suspension will take effect; and
- (c) the terms of the Suspension.

Q.18.1.2 Subject to Section Q.14.1.8, where the Market Operator issues a Suspension Notice, the Market Operator shall publish the Suspension Notice on the Market Website and at the same time send a copy of the Suspension Notice to:

- (a) the Authority;
- (b) the Transmission Company;
- (c) the Power Procurer; and
- (d) other Pool Participants.

Q.18.1.3 From time to time, the Market Operator may amend a Suspension Notice.

**Q.18.2. Effect of Suspension**

Q.18.2.1 Each Generator that receives a Suspension Notice must comply with the Suspension Notice.

Q.18.2.2 When a Suspension Notice takes effect, the Production Blocks to which the Suspension Notice applies shall be suspended from the Market Register, and treated as if not Registered, and suspended from Participating in the Pool in accordance with Section Q.18.2.3.

Q.18.2.3 Where a Production Block is suspended from Participation in the Pool:

- (a) the Generator shall not submit Offer Data in respect of the Production Block;
- (b) the Output and Availability of the Production Blocks shall not be taken into account in the Market Schedule or in determining Pool Prices;

- (c) no Pool Charges shall be determined in respect of the Production Block or any Production Unit within the Production Block; and
- (d) any Output of the Production Block will (as provided in Section I.3.2) be accounted for in the calculation of Pool Demand.

Q.18.2.4 A Suspension Notice shall be without prejudice to any accrued rights and obligations prior to the Suspension. A Suspension Notice shall not:

- (a) affect the continuing obligation of any Generator whose Production Blocks have been Suspended to:
  - (i) continue to comply with its obligations in respect of any Production Blocks that are not the subject of the Suspension Notice;
  - (ii) make any payments due to be paid by it;
  - (iii) remedy any breach or Default;
  - (iv) continue to comply with any separate agreement it may be party to with the Power Procurer;
- (b) continue to comply with the Applicable Law and Licence or Exemption Letter the Market Operator's right to enforce the Market Rules; or
- (c) affect the Power Procurer's obligation to make any payment of any sum due, provided that it may set off against any sum due to the Suspended Generator any amount due from that Suspended Generator.

### **Q.18.3. Removal of the Suspension**

Q.18.3.1 The Market Operator may, in the Suspension Notice, specify the terms under which the Suspension will be lifted and Participation of the suspended Production Blocks resumed.

Q.18.3.2 The Market Operator shall remove the Suspension if:

- (a) the relevant Generator remedies the matter or matters giving rise to the Suspension Notice; or
- (b) the circumstances giving rise to the Suspension Notice no longer apply.

Q.18.3.3 The Market Operator shall remove the Suspension by giving notice to the Suspended Generator in the form set out at Annex Q-4 with a copy to the entities listed in Q.18.1.2 and such notice shall specify:

- (a) the Production Blocks in respect of which the Suspension have been lifted; and
- (b) the date and time from which the Suspension will be lifted.

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## **Q.19. TERMINATION AND WITHDRAWAL BY GENERATORS**

### **Q.19.1. General**

Q.19.1.1 None of the Power Procurer, the Market Operator and the Transmission Company may cease to be a Party.

Q.19.1.2 A Generator may cease to be Party:

- (a) by means of Withdrawal in accordance with Section Q.19.3; or
- (b) by virtue of Termination:
  - (i) in respect of Default in accordance with Sections Q.16 and Q.19.2; or
  - (ii) by reason of a failure by a New Generator to undertake further entry requirements in accordance with Sections D.3.4.

Q.19.1.3 A Generator's Pool Participation may also be subject to suspension in respect of a Default in accordance with Section Q.18.

### **Q.19.2. Termination**

Q.19.2.1 The Market Operator may Terminate a Generator by Termination Notice if:

- (a) a Default occurs and the Default is not capable of remedy by the Generator and the Market Operator determines that it is not appropriate to serve a Rectification Notice, an Exclusion Notice or a Suspension Notice;
- (b) a Default which is capable of remedy by the Generator occurs and the Market Operator determines that it is not appropriate to serve a Rectification Notice, an Exclusion Notice or a Suspension Notice;
- (c) the Generator does not comply with a Rectification Notice;
- (d) the Generator has contravened a Suspension Notice;
- (e) notwithstanding the previous service by the Market Operator of a Suspension Notice or an Exclusion Notice, the Market Operator determines that a Termination Notice should be served; or
- (f) the Generator has notified the Market Operator that it is not intending to remedy a Default; or
- (g) the Market Operator reasonably considers that a New Generator has not taken, or is not taking, all necessary steps to progress the further entry requirements in accordance with Sections D.3.4.5 and D.3.4.6.

Q.19.2.2 A Termination Notice shall be in the form set out in Annex Q-5 and shall specify the Discontinuance Date.

Q.19.2.3 Subject to Section Q.14.1.8, where the Market Operator issues a Termination Notice, in accordance with Section Q.19.2.1, the Market

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Operator shall publish such Termination Notice on the Market Website and at the same time send a copy of the Termination Notice to:

- (a) the Authority;
- (b) the Transmission Company;
- (c) the Power Procurer; and
- (d) other Pool Participants.

Q.19.2.4 The Party to which such Notice is addressed (the Terminated Party) must continue to perform its obligations until the Termination is effective and must comply with the Termination Notice.

Q.19.2.5 A Termination Notice shall have the effect of Termination, on the date and as otherwise specified in the Termination Notice, including:

- (a) Terminating the Participation in the Pool and the Deregistration of the Production Facility or Production Facilities specified in the Termination Notice and if Section Q.19.2.5(b) applies, all of its Production Facilities; and
- (b) if so specified, Termination of the Terminated Party's status as a Party to the Market Rules and the Framework Agreement;

and the provisions of Section Q.19.4 shall apply.

### **Q.19.3. *Withdrawal***

Q.19.3.1 Subject to this Section Q.19.3, a Generator may, at any time, Withdraw from the Market Rules and the Framework Agreement.

Q.19.3.2 In order for a Generator to Withdraw from the Market Rules and the Framework Agreement:

- (a) the Generator must give a Withdrawal Notice under Section Q.19.3.3; and
- (b) the Market Operator must give a Withdrawal Consent Notice.

Q.19.3.3 A Generator shall give at least one hundred and twenty (120) Business Days' notice of its intention to Withdraw in writing to the Market Operator, Power Procurer, Transmission Company and the Authority in the form set out in Annex Q-6 specifying the time and date upon which the Party wishes the termination to take effect.

Q.19.3.4 Where the Market Operator receives a Notice of intention to Withdraw from a Generator, the Market Operator shall publish the Notice on the Market Website and at the same time send a copy of the Notice to:

- (a) the Authority;
- (b) the Transmission Company;
- (c) the Power Procurer; and

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(d) other Pool Participants.

Q.19.3.5 Following receipt of a Generator's Notice of intention to Withdraw, the Market Operator shall, but shall only, issue a Withdrawal Consent Notice in the form set out in Annex Q-7 where the conditions specified in Section Q.19.3.6 are satisfied, which shall specify the Discontinuance Date.

Q.19.3.6 No Withdrawal of a Generator shall take effect unless and until the Market Operator is satisfied that the following conditions are all satisfied:

- (a) for each Month during which (on any Trading Day) any Production Facility of the Generator was a Participating Production Facility, Confirmed Settlement Statements and Pool Invoices have been issued in accordance with Sections N and O;
- (b) all amounts due and payable by the Generator under any such Pool Invoice or otherwise in accordance with the Market Rules have been paid in full;
- (c) there is no outstanding Dispute to which the Generator is a Disputing Party;
- (d) any outstanding Default by the Generator in accordance with the Market Rules which is capable of remedy has been remedied;
- (e) the Generator has removed all of its Pool Units from the Market Register or otherwise Deregistered all of its Production Facilities in accordance with Section E.6.2;
- (f) where relevant, any applicable conditions of the Grid Code (including the Metering and Data Exchange Code) have been met in respect of the removal of the Withdrawing Party's Pool Units from the Market Register; and
- (g) Withdrawal would not be a breach of a Licence or an Authority enforcement order (save where the Authority has provided its prior consent to such Withdrawal).

Q.19.3.7 Provided that the relevant Generator remains in compliance with the conditions set out in Section Q.19.3.6, the Withdrawal shall take effect on the Discontinuance Date specified in the Withdrawal Consent Notice issued by the Market Operator.

Q.19.3.8 Where the Market Operator issues a Withdrawal Consent Notice in accordance with Section Q.19.3.5, the Market Operator shall publish the Withdrawal Consent Notice on the Market Website and at the same time send a copy of the Withdrawal Consent Notice to:

- (a) the Authority;
- (b) the Transmission Company;
- (c) the Power Procurer; and
- (d) other Pool Participants;

and the provisions of Section Q.19.4 shall apply.

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**Q.19.4. Consequences of Termination or Withdrawal**

- Q.19.4.1 When a Party is Terminated or Withdraws, then, with effect from Discontinuance Date in respect of the Termination or Withdrawal (determined in accordance with the applicable Termination Notice or Withdrawal Consent Notice):
- (a) Deregistration of all of that Discontinuing Party's Production Facilities shall occur in accordance with Section E.6;
  - (b) the Discontinuing Party must stop all activities in the Pool in respect of all of its Pool Units; and
  - (c) the Market Rules and the Framework Agreement and all ancillary documents shall cease to apply to the Discontinuing Party (subject to the other provisions of this Section Q.19.4).
- Q.19.4.2 The Termination or Withdrawal of a Discontinuing Party will not affect the accrued rights or obligations of such Discontinuing Party which arose out of or which relate to any act or omission prior to the applicable Discontinuance Date including:
- (a) payment of any amount which was or becomes payable by such Discontinuing Party under the Market Rules in respect of any period before such Discontinuance Date (including in relation to any Dispute regarding an event before the applicable Discontinuance Date even if the notice of Dispute is given (in accordance with Section P) after the applicable Discontinuance Date); and
  - (b) any outstanding breach by such Discontinuing Party of the Market Rules or Framework Agreement.
- Q.19.4.3 A Discontinuing Party shall continue to be liable after its Discontinuance Date in respect of any obligation under the Market Rules for a period of seventy-two (72) Months or any longer period specified under any Applicable Law.
- Q.19.4.4 Any provisions of these Market Rules which expressly, or by implication are intended to, commence or continue in effect on or after any Discontinuance Date shall continue to bind the applicable Discontinuing Party.
- Q.19.4.5 For the avoidance of doubt, a Discontinuing Party shall continue to be bound by the Dispute Review Procedure in respect of any Disputes arising following the applicable Discontinuance Date.
- Q.19.4.6 All authorities given by or to a Discontinuing Party shall cease to have effect from the effective date of the applicable Discontinuance Date.
- Q.19.4.7 Notwithstanding the Termination or Withdrawal of any Party, the Market Rules continue to be binding on remaining Parties.
- Q.19.4.8 The Termination or Withdrawal of a Discontinuing Party shall not affect the licence granted under Section Q.20.2 by such Party to each other Party in respect of Pool Data of the Discontinuing Party existing as at the

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Discontinuance Date, which licence shall survive such Termination or Withdrawal.

## **Q.20. INTELLECTUAL PROPERTY**

### **Q.20.1. Pool Materials**

- Q.20.1.1 Each Party hereby agrees and acknowledges that all IPR in and title to the Pool Materials shall, as between the relevant Owning Party and all other Parties, be owned by the relevant Owning Party on their creation or acquisition.
- Q.20.1.2 Each Party, to the extent it is not the Owning Party of the IPR in the applicable Pool Materials, hereby agrees not to enforce, or shall use reasonable endeavours to procure that the owner of any moral rights in the Pool Materials shall not enforce, all such moral rights as may arise in them.
- Q.20.1.3 Each Owning Party hereby grants to each other Party a perpetual, non-exclusive licence to use, copy, store, modify and adapt such of the Pool Materials provided to that Party which are owned by such Owning Party to the extent necessary and solely for the purpose of and to give effect to the Market Rules, together with the right to sub-licence the use of such materials as necessary solely for those purposes. To the extent the Market Operator is the beneficiary of such licence, each Owning Party which is not the Market Operator, hereby additionally grants to the Market Operator a perpetual, irrevocable licence to use, copy, store, modify, adapt, translate, make available, exploit and otherwise deal with such Pool Materials for such purposes as it deems is necessary or desirable under or in connection with the Market Rules together with the right to sub-licence the use of such materials as necessary for those purposes.

### **Q.20.2. Data**

- Q.20.2.1 Each Party hereby grants to each other Party a non-exclusive licence to use all Pool Data made available by or on behalf of it to the extent necessary and solely to give effect to and for the purposes contemplated for the Market Rules, together with the right to sub-licence the use of such Pool Data as is necessary solely for such purposes. To the extent the Market Operator is the beneficiary of such licence, each Party which is not the Market Operator, hereby additionally grants to the Market Operator a perpetual, irrevocable licence to use, copy, store, modify, adapt, translate, make available, exploit and otherwise deal with such Pool Data for such purposes as it deems is necessary or desirable under or in connection with the Market Rules together with the right to sub-licence the use of such materials as necessary for those purposes
- Q.20.2.2 Each Party shall use all reasonable endeavours to ensure that, and warrants for the benefit of all other Parties, in each case in respect of its Pool Data made available to the other Parties:
- (a) the availability to any Party in accordance with the Market Rules of such Pool Data;



- (b) the use and disclosure of all such Pool Data by any Party in accordance with, or as and for the purposes contemplated by the Market Rules;
- (c) the publication of any such Pool Data as provided for by or contemplated by the Market Rules; and
- (d) the operation of Section Q.20.2.1 in relation to any Pool Data of the Market Operator which is derived from its Pool Data

will not, as far as it is aware, infringe the IPRs of any person, or be contrary to any obligations of confidence or be in breach of any obligation or duty to any third party and each Party herein indemnifies each other Party in respect of any loss, liability, damages, costs (including legal costs), expenses, claim and proceedings which such relevant person may suffer or incur by reason of any breach by that Party of its obligations or warranties under this Section Q.20.2.2.

Q.20.2.3 All IPRs in each Party's Pool Data shall (as between each of the Parties) be the property of and vest in the relevant Party. Nothing in the Market Rules will operate to assign any IPRs existing in the Pool Data.

### **Q.20.3. Trademarks**

Q.20.3.1 Subject to Section Q.20.3.2, the rights granted under Sections Q.20.1 and Q.20.2 shall not include the right for any Party to use or grant any licence in respect of any trade mark, service mark, logo, trade name, internet domain name or rights in get up.

Q.20.3.2 Nothing in the Market Rules shall prevent the Market Operator or the Power Procurer using or permitting the use in the Pool Materials, the Power Procurer Materials or other documents of any trademark, service mark, logo, trade name, internet domain name or rights in get up of the Parties.

**AS PART OF ANNEX Q**

**ANNEX CONTENTS**

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## ANNEX Q-1 – RECTIFICATION NOTICE

To: [•]  
From: OPWP (as Market Operator)  
Dated: [•]

### MARKET RULES – RECTIFICATION NOTICE

Dear Sirs,

1. We refer to the Market Rules. Terms and expressions defined in or incorporated into the Market Rules have the same meaning when used in this Notice.
2. We further refer you to Sections Q.16.3 and Q.16.5.
3. This is a Rectification Notice. As a recipient of this Rectification Notice, you, **[Name Party to whom Rectification Notice is to]**, are a Defaulting Party.
4. The nature of the Default is **[•]**.
5. The Market Operator hereby requests that you rectify the Default by **[insert date]**. [Additionally, as a consequence of the Default, the Market Operator requires you to take the following measures:
  - *[insert other measures that the Market Operator reasonably requires the Defaulting Party to take, by reference to the nature of the Default in question]*
7. In accordance with Section Q.16.5.1, you must comply with this Rectification Notice.

Yours faithfully,

.....  
For and on behalf of  
**[•]**

## ANNEX Q-2 – EXCLUSION NOTICE

To: [•]  
From: OPWP (as Market Operator)  
Dated: [•]

### MARKET RULES – EXCLUSION NOTICE

Dear Sirs,

1. We refer to the Market Rules. Terms and expressions defined in or incorporated into the Market Rules have the same meaning when used in this Notice.
2. We further refer you to Sections Q.16.3 and Q.17.
3. This is an Exclusion Notice. As a recipient of this Exclusion Notice, you, **[Name Party to whom Exclusion Notice is to]**, are a Defaulting Party.
4. The nature of the Default is **[•]**.
5. In respect of the Default, the Market Operator has determined that, with effect from **[insert date]** the Market Operator shall amend the Market Register such that the following Pool Units are removed from such Market Register:
  - *[insert details of Pool Units to be removed from Market Register]*
7. In accordance with Section Q.17.2, you must comply with this Exclusion Notice.

Yours faithfully,

.....  
For and on behalf of  
**[•]**

## ANNEX Q-3 – SUSPENSION NOTICE

To: [•]  
From: OPWP (as Market Operator)  
Copied: Authority  
Transmission Company  
Power Procurer  
[other Generators?]  
Dated: [•]

### MARKET RULES – SUSPENSION NOTICE

Dear Sirs,

1. We refer to the Market Rules. Terms and expressions defined in or incorporated into the Market Rules have the same meaning when used in this Notice.
2. We further refer you to Sections Q.16.3 and Q.18.
3. This is a Suspension Notice.
4. The grounds for the issuance to you of this Suspension Notice are [•] ***[Market Operator to specify Event of Default (see Q.16) that has occurred.]***.
5. The Pool Units to which this Suspension Notice applies are [•].
6. Suspension of the Pool Units to which this Suspension Notice applies shall take effect from ***[date and time]***.
7. In respect of this Suspension you must ***[Market Operator to include here terms of the Suspension]***.
8. This Suspension shall be lifted and participation of the Suspended Pool Units shall be resumed if [•].

Yours faithfully,

.....  
For and on behalf of  
[•]

## ANNEX Q-4 – FORM OF NOTICE NOTIFYING SUSPENDED GENERATOR OF REMOVAL OF SUSPENSION NOTICE

To: [•]  
From: OPWP (as Market Operator)  
Copied: Authority  
Transmission Company  
Power Procurer  
[other Generators?]  
Dated: [•]

### MARKET RULES – FORM OF NOTICE NOTIFYING SUSPENDED GENERATOR OF REMOVAL OF SUSPENSION NOTICE

Dear Sirs,

1. We refer to the [•] Market Rules. Terms and expressions defined in or incorporated into the Market Rules have the same meaning when used in this Notice.
2. We further refer you to Section Q.18.3.
3. This is a notice notifying you of the removal of the Suspension Notice dated [•].
4. The Pool Units in respect of which the Suspension have been lifted are [•].
5. The lifting of the relevant Suspension shall take effect from [date and time].

Yours faithfully,

.....

For and on behalf of

[•]

## ANNEX Q-5 – TERMINATION NOTICE

To: [•]  
From: OPWP (as Market Operator)  
Copied: Authority  
Transmission Company  
Power Procurer  
[other Generators?]  
Dated: [•]

### MARKET RULES – TERMINATION NOTICE

Dear Sirs,

1. We refer to the Market Rules. Terms and expressions defined in or incorporated into the Market Rules have the same meaning when used in this Notice.
2. We further refer you to Sections Q.16.3 and Q.19.2.
3. This is a Termination Notice.
4. The grounds for the issuance to you of this Termination Notice is [•].
5. [This Termination Notice Terminates your status a Party to the Market Rules and the Framework Agreement.]
7. The Discontinuance Date shall be: **[insert date]**
8. Termination of your status as a Party to the Market Rules and the Framework Agreement and Deregistration of the Pool Units Registered to you to which this Termination Notice applies [and shall take effect from **[date and time]**].
9. The consequences of Termination are set out in Section Q.19.4.

Yours faithfully,

.....  
For and on behalf of  
**[•]**

## ANNEX Q-6 – WITHDRAWAL NOTICE

**To:** OPWP (as Market Operator)  
**From:** [●]  
**Copied:** [Authority]  
**Dated:** [●]

### MARKET RULES – WITHDRAWAL NOTICE

Dear Sirs,

1. We refer to the Market Rules. Terms and expressions defined in or incorporated into the Market Rules have the same meaning when used in this Notice.
2. We further refer you to Section Q.19.3.
3. This is a Withdrawal Notice.
4. The Pool Units to which this Withdrawal Notice relates to are [●].
5. We wish our withdrawal to take effect from **[date and time]**.

Yours faithfully,

.....

For and on behalf of

[●]



## ANNEX Q-7 – WITHDRAWAL CONSENT NOTICE

To: [●]  
From: OPWP (as Market Operator)  
Dated: [●]

### MARKET RULES – WITHDRAWAL CONSENT NOTICE

Dear Sirs,

1. We refer to the Market Rules. Terms and expressions defined in or incorporated into the Market Rules have the same meaning when used in this Notice.
2. We further refer you to Section Q.19.3.5.
3. This is a Withdrawal Consent Notice.
4. Further to your Withdrawal Notice dated [●], we hereby consent to your voluntary termination and withdrawal of the Market Rules.
5. Your withdrawal and voluntary termination shall take effect from **[date and time]** (the **Discontinuance Date**)

Yours faithfully,

.....  
For and on behalf of  
**OPWP**

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# FRAMEWORK AGREEMENT

This Agreement is made on and with effect from [ ]

## Between

1. Oman Power and Water Procurement Company SAOC ("**OPWP**") a closed joint stock company incorporated under the laws of the Sultanate of Oman, having its postal address at PO Box 1388, Postal Code 112, Ruwi, Sultanate of Oman;
2. Oman Electricity Transmission Company SAOC a closed joint stock company incorporated under the laws of the Sultanate of Oman and having its postal address at PO Box 1224, Postal Code 131, Al Hamriyah, Sultanate of Oman; and
3. the persons whose names and principal offices are set out in the Schedule hereto.

## Recitals

- A. The Market Rules Document is established by OPWP and designated by the Authority pursuant to licence condition 6A of OPWP's Power and Water Procurement Licence.
- B. The Parties are entering into this Agreement for the purposes of giving effect to, and binding themselves by, the Market Rules Document.

## It is agreed

### 1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context otherwise requires, words and expressions used in this Agreement shall have the same meaning as given to them in the Market Rules Document.
- 1.2 In this Agreement (including the Recitals):

**"Accession Agreement"** means an agreement in the form set out in the Market Rules Document under which a Party Applicant accedes to this Agreement and thereby becomes a Party.

**"Authorised Signatory"** means a person authorised by each of the Parties pursuant to the Market Rules Document to sign on behalf of each such Party any Accession Agreement whereby a person is admitted as a New Party.

**"Market Rules Document"** means the Oman Electricity Market Rules Document established by OPWP and designated by the Authority pursuant to licence condition 6A of OPWP's Power and Water Procurement Licence as from time to time modified pursuant to the rules for modification contained in the Market Rules Document.

**"Effective Date"** means:

- 
- (a) with respect to each of the Original Parties, the date of this Agreement; and
  - (b) with respect to any Party Applicant who is admitted as a New Party and (in respect of such Party Applicant) the other Parties, the date of the relevant Accession Agreement.

**"New Party"** means a person, other than an Original Party, who executes an Accession Agreement and becomes a party to this Agreement and thereby becomes a Party.

**"Original Parties"** means the persons whose names are set out in the Schedule hereto.

**"Party"** means, subject as provided in Clause 3, the Original Parties and each New Party; and

**"Party Applicant"** means a person wishing to accede to this Agreement.

- 1.3 The rules of interpretation set out in Section B.3 of the Market Rules Document shall apply to this Agreement unless the context requires otherwise, save that:
- (a) any references in this Agreement to any Clause or Schedule are references to a Clause and Schedule of this Agreement as amended or modified from time to time. The Clauses and the Schedule shall, as amended or modified, be construed as and form part of this Agreement and shall be subject to the terms of this Agreement; and
  - (b) 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 lawfully amended, modified, supplemented, substituted, assigned or novated from time to time.

## **2 NEW PARTIES**

- 2.1 A Party Applicant may be admitted as a New Party subject to and in accordance with the Market Rules Document by execution and delivery of an Accession Agreement signed by such Party Applicant and an Authorised Signatory.

- 
- 2.2 The Market Rules Document makes provision for a person to be authorised to act as an Authorised Signatory to execute and deliver any Accession Agreement on behalf of the Original Parties and each Original Party. Each Original Party and each New Party irrevocably and unconditionally authorises that person to do so on its behalf on the terms specified in the Market Rules Document.
- 2.3 Upon execution and delivery of an Accession Agreement in accordance with Clause 2.1, the Party Applicant shall become a Party.

### **3 DISCONTINUING PARTIES**

A Party which becomes a Discontinuing Party shall with effect from the Discontinuance Date cease to be a Party, but without prejudice to the Market Rules Document as to the continuance in force of any of its provisions as respects, or any rights, obligations and liabilities of, any such Party or (as respects such Party) any other Party.

### **4 MARKET RULES**

- 4.1 The Market Rules Document is hereby given effect between and made binding upon each Party with effect from the Effective Date.
- 4.2 With effect from the Effective Date, each Party undertakes to each other Party to comply with and to perform its obligations in accordance with and subject to the Market Rules Document and to ensure readiness for the first Trading Day.
- 4.3 The first Trading Day shall be on a date that is designated and communicated by the Authority.

### **5 SEVERANCE**

If any provision of this Agreement is or becomes invalid, unenforceable or illegal or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction or by any other Competent Authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement, which shall continue in full force and effect notwithstanding the same.

### **6 COUNTERPARTS**

This Agreement may be executed in any number of counterparts.

### **7 GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Oman.

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## **8 JURISDICTION**

Subject to the Market Rules Document relating to dispute resolution, the Parties hereby submit to the exclusive jurisdiction of the courts of Oman for all disputes arising under, out of, or in relation to this Agreement.

Signed by the duly authorised representatives of the Parties on the date of this Agreement.



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## SCHEDULE

**Original Parties**