

All NEMO Intraday Operational Agreement (ANIDOA)

ANNEX 1

Definition list

I. Definitions

Accession Declaration	means a document recording the terms of accession of a new Party to this Agreement in accordance with the provisions of <u>Article 25 (Accession)</u> , substantially in the form of the pro-forma attached as <u>Annex 10 (Accession Declaration form)</u> ;
ACER	means the Agency for the Cooperation of Energy Regulators, as established in accordance with Regulation 713/2009 of the European Parliament and of the Council of 13 July 2009;
Affected Party	has the meaning set forth in <u>Article 30.1.1</u> ;
Agreement	the all NEMOs Intraday Operational Agreement, abbreviated as ANIDOA, as may be amended, supplemented or replaced from time to time;
ANCA	shall have the meaning set forth in recital E);
Appendix	means any document attached to an Annex of the Agreement;
Applicable Law	means, with respect to each Party, such mandatory (including public policy) laws or regulations or decisions of any Competent Authority applicable to such Party, including the approved MCO Plan, any approved terms, conditions or methodologies as implemented from time to time under such laws or regulations;
Applicant	has the meaning set forth in <u>Article 25.2</u> ;
Best Efforts	means performing an obligation with the degree of diligence, prudence and foresight reasonably and ordinarily exercised by an experienced person engaged in the same line of business under the same circumstances and conditions, without guaranteeing the achievement of a specific result (“ <i>middelenverbintenis</i> ” / “ <i>obligation de moyen</i> ”);
BM WG	means in the context of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> , the working group assigned under the IDOA with the budget management and budget monitoring;
Business Day	means any day other than a Saturday and a Sunday in which banks are open to the public for general business in the country or city of the Party that needs to perform the obligation, except if provided otherwise;
Business Go-Live	means the date at which Operational NEMOs start the market operation in the productive environment for the XBID System, as decided by the Operational NEMOs;
CACM Regulation	means Regulation 2015/1222 of the European Parliament and of the Council of 24 July 2015 establishing a guideline on capacity allocation and congestion management as may be amended, supplemented or replaced from time to time;
Calendar Quarter	means one of the four quarters of a calendar year, i.e. from January to March, April to June, July to September and October to December;

[Redacted]

[Redacted]

Change	means any change subject to the NEMO Change Control Procedure, small or large, through which a Component subject to this NEMO Change Control Procedure becomes different;
Claiming Party	has the meaning set forth in Section II.6.2, c) of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
Clearing and Settlement Arrangement	means any arrangement entered into by a Party (or by a Third Party on behalf of a Party) for clearing and settlement of the exchange of energy resulting from SIDC;
Common Decision	has the meaning set forth in <u>Article 8.1.4, i)</u> ;
Competent Authority	means ACER, any NRA or any other, national, federal, regional, state, local, or other court, arbitral tribunal, administrative agency or commission or other governmental, municipal, administrative or regulatory body, authority, agency or inspectorate with jurisdiction over any one or more Parties to this Agreement;
Component	means all ICT systems (software and hardware), interfaces, procedures, functional requirements and corresponding technical specifications, related documentation or information, related services, or any other element part of the XBID Solution;
Confidential Information	means: i) any information, whether or not marked as confidential, exchanged between any two or more Parties in the context of this Agreement in any form whatsoever (verbal, written, electronic or other), such as, but not limited to, any technical, financial, commercial, testing and/or operating data; and ii) the content of this Agreement;
Confidentiality Declaration for the EU XBID Cooperation	means the confidentiality declaration signed by a Party that is not a party to the PCA in order to be granted access to certain documentation and information related to the EU XBID cooperation;
Control	means, for the purpose of the definition of “Internal Representatives”, the situation where a person: <ul style="list-style-type: none">- directly or indirectly owns a fraction of the capital in another company that gives a majority of the voting rights at such company's general meetings;- holds alone a majority of the voting rights in a company by virtue of an agreement entered into with other partners or shareholders and this is not contrary to such company's interests;- effectively determines the decisions taken at a company's general meetings through the voting rights it holds;- has the power to appoint or dismiss the majority of the members of company's administrative, management or supervisory structures; or- directly or indirectly holds a fraction of the voting rights above 40% of a company and no other partner or shareholder directly or indirectly holds a fraction larger than this participation.

Two or more undertakings acting jointly are deemed to jointly Control a company when they effectively determine the decisions taken at its general

meetings.

In any case, an undertaking is presumed to Control a company when it exerts a decisive influence over it. The decisive influence is defined according to the organizational, economic and legal links between both undertakings;

Cross NEMO Data	means, with respect to two (2) NEMOs, output data generated by the matching of orders submitted by or on behalf of those two (2) NEMOs. They include trade prices, trade volumes, net positions of individual trades. For the avoidance of doubt, input data (such as data related to the orders submitted by each NEMO) and derivative data (from input data and output data such as related indices) are Individual NEMO Data;
Defaulting Party	has the meaning set forth in <u>Article 30.1.1</u> ;
Directive 2006/112/CE	means the Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, as published on 11 December 2006;
Directive 2011/7/EU	means the Directive 2011/7/EU of the European Parliament and of the Council of 16 February 2011 on combating late payment in commercial transactions, as published on 23 February 2011;
Disclosing Party	means any Party that discloses Confidential Information to another Party;
Dispute	has the meaning set forth in <u>Article 36.1</u> ;
Disputing Parties	has the meaning set forth in <u>Article 36.2</u> ;
Due Date	has the meaning set forth in Section II.7.2 of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
Equal Treatment Charter	means exhibit 6 to the XBID-MSA as amended from time to time;
EU	means the European union of countries and states from time to time during the continuance of this Agreement, established by the Treaty of Maastricht, with effect from 1 November 1993;
Exit Plan	has the meaning set forth in <u>Article 32.4.1</u> ;
Explicit Participant	means person that is authorized by one or more concerned TSO(s) to request explicitly capacity through the XBID Solution on at least one interconnection to the exclusion of a NEMO offering a market place for implicit intraday trading or a person acting on behalf of a NEMO offering a market place for implicit intraday trading. At the time of entry into force of the Agreement, and without prejudice to potential future addition of other borders pursuant to NRAs decision and process set forth in the CACM Regulation, only the France-Germany border is concerned by the access of Explicit Participants;
External Representative	means the subcontractors, agents, lawyers, professional advisors, external consultants, insurers, financiers or any other entity appointed by a Party in relation to the ID NEMO Cooperation;
Force Majeure	means any event or situation i) not reasonably foreseeable, ii) beyond the reasonable control of the Parties, iii) not due to a default of the Affected Party, iv) which cannot be reasonably avoided or overcome, and v) which makes it impossible for such Party to fulfil temporarily or permanently, its obligations hereunder in accordance with the terms of the Agreement. Force Majeure shall include (but shall not be limited to) the

following events, except if these events could have reasonably been overcome:

i) an enemy act or an act of terrorism, declared or undeclared war, threat of war, blockade, revolution, riot, insurrection, civil commotion, demonstration or public disorder;

ii) sabotage or act of vandalism;

iii) natural disaster or phenomenon;

iv) fire, explosions, radioactive, chemical or other hazardous contamination;

v) a general or industry-wide strike; or

vi) faults or malfunctions of telecommunication lines (e.g. telephone lines) and Internet accesses, to the extent such faults or malfunctions are not attributable to a misconduct of the Party invoking Force Majeure and provided that such fault or malfunctions could not be avoided by such Party by taking the agreed upon fall back measures or in absence of such agreed upon measures, by taking the fall back measures that may be reasonably expected from a normal reasonable and diligent person engaged in the same line of business under the same circumstances and conditions.

Events considered force majeure for the XBID System Service Provider shall, where relevant, also be considered an event of Force Majeure;

Forced Exit

means, with respect to any one or more Parties, the termination of such Parties' participation in the Agreement by the other Parties in accordance with Article 32.2;

Forced Exit Party

has the meaning set forth in Article 32.2.1;

Global NDA

means the "Single DA and ID Coupling Observership and Non-Disclosure Agreement" signed by NEMOs and TSOs and which entered into force on 23 February 2016;

Global Product

means all Products set up in the XBID System and eligible to be matched in the XBID System;

Go-Live

means the start of the operation by a Party of the SIDC in accordance with exhibit 6 to the IDOA;

High Level Architecture or HLA

means exhibit 4 to the IDOA;

Historical Data

means data of NEMOs that are deemed historical once two (2) weeks have passed after the trading date;

ICC

means the International Chamber of Commerce, being the organisation by that name whose purpose is to establish rules for international trade and to support the interests of business in international affairs;

ICT

means, information and communication technology;

ID MCO Function

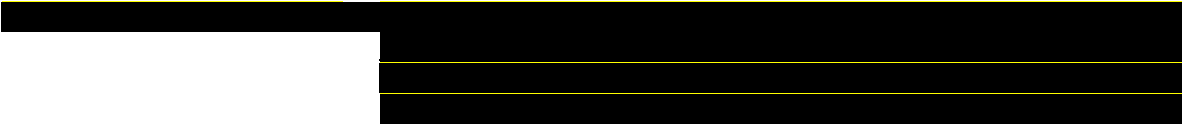
shall have the meaning set forth in section 2 point 7 of the MCO Plan; the tasks are more detailed in article 7.2 of the CACM Regulation;

ID NEMO Cooperation

has the meaning as set forth in recital I);

Identical NEMO Components	means a Component that must be identical for all Parties when operating their cross border intraday market in accordance with the XBID Solution For the avoidance of doubt, Components listed in <u>Annex 2 (Identical NEMO Components)</u> are considered Identical NEMO Components;
IDOA	shall have the meaning set forth in recital H);
IDOA Change Control Procedure	means the change control procedure attached as exhibit 3 to the IDOA;
INCA	shall have the meaning set forth in recital E);
Incident Committee or IC	means the committee established under the IDOA, to manage incidents in accordance with the document with the title “XBID_JOINT_FAL_01 - Incident Management”, attached as exhibit 6 of the IDOA;
Individual Components	NEMO means any Component which is not an Identical NEMO Component;
Individual NEMO Data	means, with respect to one (1) NEMO, data generated by or on behalf of that NEMO (e.g. input data, such as data related to the orders submitted by NEMOs, as well as output data, such as the trade prices, trade volumes, net positions of individual trades, as well as derivative data from input data and output data such as related indices);
Initial Go-Live	means the first Go-Live by the Parties mentioned in exhibit 8 of the IDOA;
Intellectual Property Rights or IPR	means any intellectual property right or other (property) right throughout the world, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights, arising under Applicable Law, contract, or otherwise, and whether or not registered, registrable or perfected, including a) rights in all inventions, discoveries, utility models, patents, reissues of and re-examined patents, or patent applications (wherever filed and wherever issued, including continuations, continuations-in-part, substitutes, and divisions of such applications and all priority rights resulting from such applications) now existing or hereafter filed, issued or acquired; b) rights associated with works of authorship, including database rights, copyrights, moral rights, copyright applications, copyright registrations, synchronization rights, mask work rights, applications and registrations; c) rights in computer software and programs, source codes, or business methods; d) rights in materials; e) rights associated with trade marks, service marks, trade names, internet domain names, business names, logos, trade dress and the applications for registration and the registrations thereof; f) rights relating to the protection of trade secrets, know-how and/or other Confidential Information; g) design rights, whether registered or unregistered; and h) rights analogous to those in this definition and any and all other proprietary rights relating to intangible property;
Internal Representative	means the directors, members of management, officers, legal representatives and employees of a Party or of any company under the Party’s Control or of any company which Controls (solely or jointly) such Party;
IT Operation	means the service of making available to the Parties for daily 24h operational use the Identical NEMO Components, including interfaces and server infrastructure, as well as the technical operation and management thereof and possibly also maintenance and hosting thereof;

Joint XBID Procedures	means the operational procedures attached as exhibit 6 to the IDOA;
Local Arrangement	means: a) any agreement and/or consensus of opinion, whether in writing or orally; or b) any Applicable Law, which applies to a subset of the Parties (as well as Third Parties as the case may be). For the sake of clarity, the XBID-MSA is not a Local Arrangement;
Local Product	all Products not set up in the XBID System and not eligible to be matched in the XBID System;
Loss	has the meaning set forth in <u>Article 30.2.1</u> ;
LTS	means the local Trading Solution;
Market Area	shall mean a representation of a price area in the delivery grid of commodity. Market Areas can contain one or more Delivery Areas and are defined with the functional assumption that transport capacity of a commodity between Market Areas is subject to congestion;
Market Participant	means entity authorized by a Party to submit orders in a LTS connected to the XBID System;
MCO Plan	means the plan that sets out how NEMOs will jointly set up and perform the ID MCO Function pursuant to article 7.2 of the CACM Regulation;
Methodology	the terms and conditions or a methodology to be established according to the CACM Regulation, including approved proposals;
Modification	means a request for complex Changes, with a medium/high risk category, affecting multiple Components subject to the NEMO Change Control Procedure, or such Components which are under the responsibility of more than one Party;
Monthly Report	has the meaning set forth in Section II.4.5 of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
MPLS	shall mean multiprotocol label switching;
MPLS Network Service Provider	means the service provider providing the communication services to all NEMOs;
MPLS Network Service Provider SPOC	means the Operational NEMO appointed in accordance with <u>Article 17.2.3</u> in order to provide the services described in the document “XBID_NEMO_OTH_04-MPLS Incident Management”, as taken up in <u>Annex 7 (NEMO Operational procedures)</u> ;
MPLS Services Framework Agreement	means the agreement entered into by the NEMOs with the MPLS Network Service Provider;
NEMO	means a “nominated electricity market operator”, as defined in the CACM Regulation ;



NEMO Change Control Procedure		means the document attached as <u>Annex 11 (NEMO Change Control Procedure)</u> to the Agreement;
NEMO Committee		means the governance body established under the ANCA;
NEMO ID SC		the steering committee as organized under the Agreement;
NEMO ID SC Secretary		means such person, being an employee of a NEMO, as may be appointed from time to time by the NEMOs to act as secretary to the NEMO ID SC;
NEMO Operational Procedures		means the procedures attached to the Agreement as <u>Annex 7 (NEMO Operational Procedures)</u> ;
NEMO OPSCOM		means the NEMO only operational committee, which is a committee dealing with NEMO only operational issues such as incidents and changes to Components;
NEMO OPSCOM Chair		means the person appointed as the chair of the NEMO OPSCOM in accordance with <u>Annex 9 (Rules of Internal Order (RIO))</u> ;
NEMO OPSCOM Secretary		means the person appointed as the secretary of the NEMO OPSCOM in accordance with <u>Annex 9 (Rules of Internal Order (RIO))</u> ;
Nominated Contact Person		has the meaning set forth in <u>Article 33</u> ;
Non-Performance		has the meaning set forth in <u>Article 30.1.1</u> ;
Notification		means a request for i) Changes, with a very low/low risk category, affecting a small number of Components subject to the NEMO Change Control Procedure owned by one or more Parties and ii) Changes only to local items with no identified impact on common items;
NRA		means the relevant national regulatory authority designated at national level on the basis of article 35 of Directive 2009/72/EC of the European Parliament and the Council of 13 July 2009 concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC or, in case of a country for which this directive does not apply, the national regulatory authority designated at national level by similar legal provisions;
Observer		means a person that is granted observer status in accordance with the provisions of <u>Article 24 (Observer status)</u> ;
Operational Decision		has the meaning set forth in <u>Article 8.1.4, ii)</u> ;
Operational NEMOs		shall have the meaning as set forth in the MCO Plan;
Opinion		has the meaning set forth in <u>Article 36.7</u> ;
Party		means any party to the Agreement;
Paying Party		has the meaning set forth in Section II.6.2, c) of <u>Annex 3 (Financial</u>

	<u>modalities / budget / invoicing modalities</u>);
PCA	means the “XBID PX Cooperation Agreement” referred to in recital B) as amended from time to time;
Permitted Purpose	means, in the context of the utilization of Confidential Information by a Recipient Party, for the purposes of the Agreement as set forth in <u>Article 3 (Purpose of the Agreement)</u> and in connection with the performance of any one or more of the tasks under the Agreement;
PMI	means the public message interface;
PMO	means such person with the requisite skills and experience as the NEMO ID SC may appoint from time to time to perform such administrative tasks on behalf of the NEMO ID SC as the NEMO ID SC may determine, including those tasks allocated to the NEMO ID SC Secretary under the terms of the Agreement;
PMO Consultancy Contract	means the agreement between certain Parties and the PMO of 1 January 2014, as amended and extended from time to time;
Power Exchange or PX	means any power exchange or other market operator which operates day ahead and/or intraday electricity markets;
PSP Agreement	means the “EU XBID Procurement Selection Procedure Agreement” concluded on 25 May 2013 by certain Parties and which entered into force with retroactive effect as of 18 October 2012, governing the selection of an ICT service provider for the provision of the necessary services for developing the XBID System;
Quarterly Account	has the meaning set forth in Section II.6.2, b) of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
Quarterly Report	has the meaning set forth in Section II.6.2, a) of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
Recipient Party	means any Party that receives Confidential Information from another Party;
Referral	has the meaning set forth in <u>Article 36.3</u> ;
REMIT	means Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency as may be amended, supplemented or replaced from time to time;
Request for Change (RFC)	means the proposal containing the request for any Change subject to the NEMO Change Control Procedure;
Rules of Internal Order (RIO)	means the organisational rules attached to the Agreement as <u>Annex 9 (Rules of Internal Order (RIO))</u> ;
Section	means a section of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
Sharing Key	means, with respect to the sharing of NEMO Common Costs between the Parties, the sharing key, determined in compliance with the CACM Regulation and NRA guidance, as described in <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;

[REDACTED]

SIDC NEMOs-Only Common Costs means the common costs according to the CACM Regulation to be shared by NEMOs only;

Single Intraday Coupling or SIDC means “single intraday coupling” as defined in the CACM Regulation;

[REDACTED]

[REDACTED]

[REDACTED]

Socialising Parties has the meaning set forth in Section II.7.4 of Annex 3 (Financial modalities / budget / invoicing modalities);

SPOC means the special point of contact;

Standard Daily Rate has the meaning set forth in Section III of Annex 3 (Financial modalities / budget / invoicing modalities);

Suspended Party has the meaning set forth in Article 32.3.1;

Suspension Plan has the meaning set forth in Article 32.4.1;

Target Model shall have the meaning set forth in recital A);

Third Party means any person that is not a Party to the Agreement;

Trade Recall Performance Non- has the meaning set forth in Article 30.5.2;

Trading Solution means the complementary solution to the XBID Solution, that is used by a NEMO to collect, consolidate and anonymize trading data between the XBID Solution and the NEMO’s Market Participants. There is no direct communication between a Market Participant and the XBID Solution. The Trading Solution(s) of the NEMO(s) communicate(s) with the XBID Solution only by means of the TS Client;

TS Client means the integrated AMPQ client software part of the NEMOs’ LTS, used to connect to the XBID API via the dedicated MPLS network;

TSO means a transmission system operator;

Voluntary Exit means, with respect to any one or more Parties, the termination of such Parties’ participation in the Agreement on such Parties’ own initiative in accordance with Article 32.1;

Voluntary Exit Party has the meaning set forth in Article 32.1.1;

Voting Member means the Party that in accordance with Article 8.1.4 is entitled to vote on the concerned decision;

Working Hour means the hours of a Business Day in which the Party that receives a notice in the context of the Agreement is open for business;

XBID means cross border intraday;

[REDACTED]

XBID Market APCA means the “XBID Market All Party Cooperation Agreement”, entered into by certain TSOs and certain Parties on July 15th 2014, as amended by the first amendment to the XBID Market APCA on July 1st 2015 and by the adherence and second amendment to the XBID Market APCA on December 1st 2015;

XBID Solution means the overall solution, including amongst others the high level architecture and system set-up, general specifications, systems (hardware and software) and algorithms, terms and procedures, required for the ID NEMO Cooperation as described in the High Level Architecture ;

XBID System means the software and ICT applications (incl. hardware if any), as well as all relevant documentation pertaining thereto, developed by the XBID System Service Provider based on the requirements provided by certain Parties and TSOs, which is to be used for the performance of the SIDC to interact with amongst others the LTS and TSOs’ Systems;

[REDACTED]

XBID-DSA License means the agreement under which the XBID System Service Provider has granted to certain Parties a license for the use of the XBID Solution as attached as exhibit 3 to the XBID-MSA;

XBID-MSA means the “Master Services Agreement for the XBID System”, including all annexes, originally signed on 8 June 2015 between, on the one hand, EPEX SPOT, EPEX SPOT Belgium, Nord Pool, OMIE and GME, and on the other hand, the XBID System Service Provider, as further amended from time to time.

II. Technical terms

API means application programming interface - a message interface which allows external applications to exchange data (like instructions, trade information, error messages) with a software system;

Available Transfer Capacities (ATC) means the constraints to be respected during capacity allocation to maintain the transmission system within operational security limits and have not been translated into cross-zonal capacity or that are needed to increase the efficiency of capacity allocation (in accordance with article 2 of the CACM Regulation);

Change Administrator means the person in charge to coordinate the NEMO Change Control Procedure;

CMM Admin means a capacities management module user role with administration rights;

[REDACTED]

Cross Border Trading means trading of a commodity between two Market Areas;

Delivery Area means a representation of an area in the delivery grid of a commodity which is managed by one TSO. It is a coherent part of the interconnected transmission system, including interconnectors, with connected demand facilities, or power generating modules, if any. When entering orders, a Delivery Area must be specified from which a bought commodity is received, or to which a sold commodity is delivered;

GUI means graphical user interface;

Incident Management means the IDOA procedure described in the document with title “XBID_JOINT_FAL_01 Incident Management”, as part of exhibit 6 of the IDOA;

Instrument means the smallest independent tradable entity defined through a Product;

Internal Communication means messages which define the communication flow between XBID NEMOs towards the predefined contacts of the distribution list;

Operators means operator, working for individual NEMO, operating the XBID System;


Product means the basic framework used to generate Instruments within the Trading Module;

Reference Data means the generally static data which is required by the Trading Module and Capacity Management Module to setup the platform and can be updated via the Reference Data GUIs;

SM Core see XBID-Core;

[REDACTED]

SOB Core see XBID-Core



Super Admin	means a user with rights in the system to create new admin users;
Trading Module	means the trading module of the XBID System;
XBID Core	means the central component of the XBID System. It processes all management requests like order entries, allocation requests, capacity publication requests and it is the only module that updates the XBID-Core database;
XBID Operator	means the operator, working for an individual NEMO, operating the XBID System;
XBID OPSCOM	means the IDOA operational committee, which is a committee dealing with IDOA operational issues such as incidents and changes to Components;
XBID-API SOB PMI	serves as single point of communication between the LTS and the XBID System;
XBID-API SOB PMI Exchange User	means a user role in the SOB of the XBID System which is used to connect LTS to the SOB.